

ALAMOSA CITY COUNCIL Regular Meeting Agenda

Council Chambers
300 Hunt Avenue, Alamosa, CO
May 20, 2015

As a full service municipal government, our mission is to enhance the quality of life for our residents, visitors, and businesses. We strive to provide balanced business, employment, recreational, and residential opportunities.

Any person needing reasonable accommodation to attend or participate in a public meeting, please contact the Alamosa City Clerk's office by telephone (719) 589-2593, by email cityclerk@ci.alamosa.co.us, in person at 300 Hunt Avenue, or by mail at POB 419, Alamosa, CO 81101.

7:00 PM - Regular Meeting

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. AGENDA APPROVAL

IV. CITIZEN COMMENT

Alamosa City Council welcomes your comments. Citizens wishing to speak may obtain and complete a speaker card through the City Clerk at the start of the meeting.

- A. Audience Comments
- B. Follow-Up

V. CEREMONIAL ITEMS

VI. CONSENT CALENDAR A

The Consent Calendar allows multiple actions with one motion. Consent Calendar A contains routine items which have been recommended for action by staff or advisory boards. Council may remove a consent calendar item for separate consideration.

- C.7.a. Approve Minutes of Meeting May 6, 2015
- C.2.a. Receive April 2015 Expenditure Report
- C.8.a. Receive April 2015 Monthly Reports
- C.1.a. Award of Bids - 2015 Street Improvement Project
- C.1.b. Award of Bid - 2015 West Eighth Storm Drain Utility Construction Project

VII. REGULAR BUSINESS

A. Presentations from Outside Agencies

- 1. Buck Creek Valley Animal Rescue, Phil Ray Jack

B. Business Brought Forward by City Staff

- 1. Public Works

- a. Motion authorizing the Mayor to sign and accept the Energy Impact Assistance Funds granted by the Department of Local Affairs in the amount of \$165,074 for drainage and pedestrian improvements on West Eighth Street.
- b. Alley Vacation, Block 1, College Subdivision

2. City Clerk/Municipal Court

- a. Discuss upcoming Council meeting schedule and direct staff.

3. City Manager/Legal

- a. Public Hearing Ordinance No. 5-2015 amending, in part, the established pay plan for city officers and employees as referred to in Section 15-2 of the Code of Ordinances, concerning personnel rules and regulations and pay plan for City officers and employees.
- b. Public Hearing Ordinance No. 06-2015, authorizing the issuance of special assessment bonds in the aggregate principal amount of \$650,000 for the City's Special Improvement District No. 14-1; prescribing the form of the bonds; providing for the payment of the bonds and the interest thereon; establishing certain accounts for the proceeds of such bonds; authorizing other actions necessary or appropriate in connection therewith and repealing action theretofore taken in conflict therewith.
- c. Consideration of Request from SLV Confined Aquifer Sustainability, Inc.

C. Committee Reports

D. Staff Announcements

VIII. LOCAL LIQUOR LICENSING AUTHORITY ACTIONS

A. CONSENT CALENDAR B

The Consent Calendar allows multiple actions with one motion. Consent Calendar B contains routine items which have been recommended for action by staff or advisory boards. Council may remove a consent calendar item for separate consideration.

COUNCIL COMMENT

ADJOURNMENT

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Approve Minutes of Meeting May 6, 2015

ATTACHMENTS:

Description

Type

 05 06 2015 Minutes

Cover Memo

ALAMOSA CITY COUNCIL

Regular Meeting Minutes

Council Chambers
300 Hunt Avenue, Alamosa, CO
May 6, 2015

As a full service municipal government, our mission is to enhance the quality of life for our residents, visitors, and businesses. We strive to provide balanced business, employment, recreational, and residential opportunities.

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7:00 PM - Regular Meeting

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The Regular Meeting of the Alamosa City Council was called to order on the above date by Mayor Josef Lucero at 7:00 p.m. The Pledge of Allegiance was recited.

II. ROLL CALL

Present at roll call: Mayor Lucero, Councilors Greg Gillaspie, Jan Vigil, Rusty Johnson, Charles Griego, Ty Coleman and Michael Stefano. A quorum was declared. Also present: City Manager Heather Brooks, City Attorney Erich Schwiesow, and City Clerk Holly Martinez.

III. AGENDA APPROVAL

It was moved by Councilor Griego and seconded by Councilor Vigil to approve the agenda as presented. The motion carried unanimously.

IV. CITIZEN COMMENT

Alamosa City Council welcomes your comments. Citizens wishing to speak may obtain and complete a speaker card through the City Clerk at the start of the meeting.

A. Audience Comments

None.

B. Follow-Up

None.

V. CEREMONIAL ITEMS

A. Oath of Office, City Clerk Holly Martinez

Erich Schwiesow administered the oath of office to Holly Martinez.

B. Roy Sanchez Water Operator of the Year Award

Pat Steenburg and Farron Hall presented to Council the achievement of Roy Sanchez.

C. Police Week Proclamation

Mayor Lucero read the proclamation and Council presented it to Officer Jamie Coulson, who spoke about the event.

D. Mental Health Month Proclamation

Mayor Lucero read the proclamation and Council presented it to Kristina Daniel, who spoke about the event.

VI. CONSENT CALENDAR A

The Consent Calendar allows multiple actions with one motion. Consent Calendar A contains routine items which have been recommended for action by staff or advisory boards. Council may remove a consent calendar item for separate consideration.

Councilor Johnson moved, seconded by Councilor Vigil, to approve Consent Calendar A as presented. The motion carried unanimously. Items:

- C.7.a. Approve Minutes of Regular Meeting April 15, 2015
- C.1.a. Award of Bid - 2015 Slurry Seal and Micro-Surface Program
- C.1.b. Award of Bid - 2015 Water Department Backhoe
- C.1.c. Award of Bid - 2015 Sunset Drainage Project
- C.1.d. Award of Bid - 2015 Street Department Wheel Loader
- C.1.e. Award of Construction Bids - Carroll SID

VII. REGULAR BUSINESS

A. Presentations from Outside Agencies 1.

Pink Elephant Update

Randy Wright gave a presentation to Council on the timeline of the Pink Elephant project.

Council thanked everyone that was involved in getting this project accomplished.

B. Business Brought Forward by City Staff 1.

Public Works

a. Public Hearing Ordinance 4-2015 Tucker Wagner Annexation

Pat Steenburg gave a review of this ordinance.

Mayor Lucero opened the public hearing at 7:54 p.m. and asked for those wishing to speak on this issue.

Dan McCann spoke in favor of the ordinance.

There being no one else wishing to speak, the public hearing closed at 7:55 p.m.

Councilor Johnson moved, seconded by Councilor Stefano, to approve Ordinance No. 4, 2015. The motion carried unanimously.

b. County Request for Fee Waiver - Plant Investment Fees for Water and Sewer Taps

Pat Steenburg presented information to Council. This request is from Alamosa County requesting the City to waive the plant investment fees for water and sewer taps in the amount of \$6,550.00

Commisioner Dunne spoke on behalf of the County and the request for the fee waiver.

Councilor Griego moved, seconded by Councilor Gillaspie, to waive the plant investment fees for water and sewer taps requested by the County. The motion carried unanimously.

2. City Manager/Legal

- a. Ordinance No. 5-2015 amending, in part, the established pay plan for city officers and employees as referred to in Section 15-2 of the Code of Ordinances, concerning personnel rules and regulations and pay plan for City officers and employees.

Heather Brooks gave an overview of this ordinance. This ordinance is amending the pay plan to reflect the market adjustment for Executive Administrative Assistant position to include a minimum starting pay of \$18.02 and a maximum pay of \$25.23.

It was moved by Councilor Johnson, seconded by Councilor Coleman, to approve Ordinance No. 5, 2015 on first reading and set it for public hearing thereon Wednesday, May 20, 2015 at 7:00 p.m. or as soon thereafter as the matter may be heard. The motion carried unanimously.

- b. Motion authorizing the City Manager to sign the SLVCOG Mini Grant contract with San Luis Valley Council of Governments in the amount of \$5,000.

Heather Brooks gave an overview of what this motion is.

Councilor Vigil moved, seconded by Councilor Griego, to authorize the City Manager to sign the contract with SLV Council of Governments for a \$5,000 mini grant to be used in the purchase of a glass crusher. The motion carried unanimously.

- c. Ordinance 2015-06, authorizing the issuance of special assessment bonds in the aggregate principal amount of \$650,000 for the City's Special Improvement District No. 14-1; prescribing the form of the bonds; providing for the payment of the bonds and the interest thereon; establishing certain accounts for the proceeds of such bonds; authorizing other actions necessary or appropriate in connection therewith and repealing action theretofore taken in conflict therewith.

Counselor Schwiesow gave an overview of this ordinance, which approves the issuance of special assessment bonds for the Special Improvement District No. 14-1 in the amount of \$650,000.

It was moved by Councilor Johnson, seconded by Councilor Coleman, to approve Ordinance No. 6, 2015 on first reading and set it for public hearing thereon Wednesday, May 20, 2015 at 7:00 p.m. or as soon thereafter as the matter may be heard. The motion carried unanimously.

C. Committee Reports

Councilor Griego reported on the Airport Board.

Councilor Coleman reported on the San Luis Valley Development Resource Group.

Councilor Vigil reported on the School Board.

Staff Announcements

Heather Brooks updated Council on the following:

- The reverter for the Senior Center was signed and closed out. They may have also received some donations which will help them by more secure financially if there is any capital needs.
- Upcoming meetings: Nursing Home proclamations will be Monday, closed session regarding water on Monday evening and the Peace Officer's Memorial is on Wednesday.
- The meeting for the unmanned aircraft was a positive meeting.
- She will be attending the Colorado Cooperation Conference this weekend.

A. CONSENT CALENDAR B

The Consent Calendar allows multiple actions with one motion. Consent Calendar B contains routine items which have been recommended for action by staff or advisory boards. Council may remove a consent calendar item for separate consideration.

It was moved by Councilor Gillaspie, seconded by Councilor Johnson, to approve Consent Calendar B as presented. The motion carried unanimously.

1. SLV Brewing Company Temporary Modifications of Premises:
 - Rails and Ales Block Party, June 19-20
 - Rodeo Dance and Street Party, June 26-27
 - Alamosa Search and Rescue Block Party "SUDS for SAR", August 22-23

COUNCIL COMMENT

Council thanked and commended staff for all the information that was presented at the Retreat that they attended this past weekend.

Councilor Coleman recognized Councilor Johnson on his induction into the Wrestling Hall of Fame this upcoming weekend.

Mayor Lucero made a comment in regards to being able to keep the communication between all the partners in the City

ADJOURNMENT

The meeting adjourned at 9:07 p.m.

Holly Martinez, City Clerk

Josef Lucero, Mayor

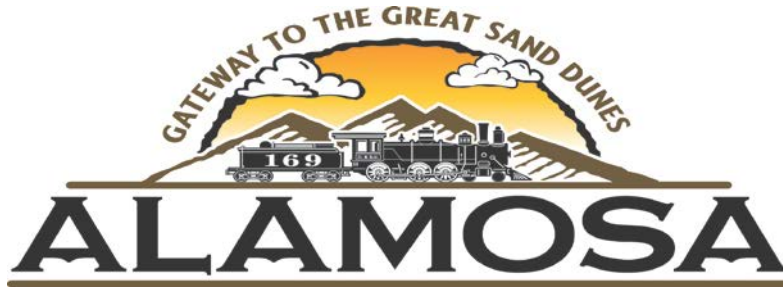
ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Receive April 2015 Expenditure Report

ATTACHMENTS:

Description	Type
 April 2015 Expense Report	Cover Memo



Finance Department

May 13, 2015

TO: City Manager

SUBJ: Monthly Expenditure Report

For your review, attached you will find the A/P Department Payment Report and the Payroll Report for the month of April 2015. The month of April included three payroll periods which reflect in the higher total. If you have any questions, please let me know.

A/P History Check Report Total Disbursement	\$ 645,581.95
Payroll	\$ 486,754.96
Total	\$ 1,132,636.91

Amanda Valdez
Finance Director
City of Alamosa CO



Payroll Set: 01-City of Alamosa

Pay Code	Description	# of Payments	Units	Pay Amount
00	SALARY	77	4,842.00	151,487.30
01C	RETROACTIVE RAISE	12	0.00	3,136.71
01E	PARKS & REC PAY	74	0.00	12,152.93
1	REGULAR HOURLY PAY	258	15,201.37	238,783.04
11	OVERTIME PAY	142	411.28	11,354.02
12	CONTRACT OT	8	46.90	1,278.33
13	PHONE ALLOWANCE	1	0.00	65.00
14	VEHICLE ALLOWANCE	1	0.00	500.00
15	SHIFT DIFFERENTIAL	42	1,714.62	35,631.39
17	COURT	10	22.82	593.91
18	DUI OT	7	35.09	1,002.41
19	FULL OVERTIME	1	3.12	77.88
21	VACATION PAY	48	531.80	9,546.20
22	SICK PAY	53	585.42	10,185.70
23	COMP USED	17	85.57	1,627.47
25	ADMINISTRATIVE LEAVE	12	231.02	491.89
26	PERSONAL DAYS	28	191.24	3,097.35
27	BEREAVEMENT	2	27.00	277.50
30	FIRE PER CALL PAY	31	0.00	3,462.50
31	FIRE SALARY	8	0.00	1,548.43
43	COMP EARNED	14	52.57	0.00
63	UNIFORM ALLOWANCE	2	0.00	455.00
70	SICK (EXEMPT)	11	83.50	0.00
71	VACATION (EXEMPT)	4	28.00	0.00
72	PERSONAL (EXEMPT)	6	48.00	0.00
Report Total:			24,141.32	486,754.96



Alamosa, CO

Expense Approval Report

By Fund

Payment Dates 4/1/2015 - 4/30/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 02 - GENERAL FUND					
Department: 10 - CITY COUNCIL					
ALAMOSA STATE BANK-VISA	0298-04/10/15	02/20/2015	0298-CITY COUNCIL TRVL CREDI...	02-5-10-32111	159.50
ALAMOSA STATE BANK-VISA	0033-04/10/15	03/13/2015	COLORADO MUNICIPAL LEAGU...	02-5-10-32111	504.00
ALAMOSA STATE BANK-VISA	0546-04/10/15	03/17/2015	SYMPATHY FLORAL ARRANGEM...	02-5-10-31312	100.93
PINNACOL ASSURANCE	1750233	03/17/2015	CITY COUNCIL	02-5-10-14211	15.90
ALAMOSA STATE BANK-VISA	0041-04/10/15	03/23/2015	LUNCH - MINI COUNCIL RETREA...	02-5-10-22791	50.70
ALAMOSA STATE BANK-VISA	0280-04/10/15	03/23/2015	FEES - INTEREST	02-5-10-32111	2.47
ALAMOSA STATE BANK-VISA	0280-04/10/15	03/23/2015	CML LEGISLATIVE WORKSHOP	02-5-10-32111	110.00
ALAMOSA STATE BANK-VISA	0280-04/10/15	03/23/2015	CML LEGISLATIVE WORKSHOP	02-5-10-32111	333.76
ALAMOSA STATE BANK-VISA	0298-04/10/15 A	03/23/2015	SUPPLIES - BIRTHDAY CARD/BLK...	02-5-10-22791	9.89
ALAMOSA STATE BANK-VISA	0298-04/10/15 A	03/23/2015	FEES - INTEREST	02-5-10-32111	7.20
ALAMOSA STATE BANK-VISA	0298-04/10/15 A	03/23/2015	COLORADO MUNICIPAL LEAGUE	02-5-10-32111	409.00
ALAMOSA STATE BANK-VISA	0298-04/10/15 A	03/23/2015	COLORADO MUNICIPAL LEAGUE	02-5-10-32111	504.00
ALAMOSA STATE BANK-VISA	0298-04/10/15 A	03/23/2015	COLORADO MUNICIPAL LEAGUE	02-5-10-32111	524.00
ALAMOSA STATE BANK-VISA	0298-04/10/15 A	03/23/2015	COLORADO MUNICIPAL LEAGUE	02-5-10-32111	322.00
ALAMOSA STATE BANK-VISA	0298-04/10/15 A	03/23/2015	COLORADO MUNICIPAL LEAGUE	02-5-10-32111	70.00
ALAMOSA STATE BANK-VISA	0298-04/10/15 A	03/23/2015	COLORADO MUNICIPAL LEAGUE	02-5-10-32111	322.00
SAN LUIS VALLEY WATER CONS...	INV0001573	04/02/2015	CHARLIE GRIEGO	02-5-10-32111	30.00
SAN LUIS VALLEY WATER CONS...	INV0001573	04/02/2015	TY COLEMAN	02-5-10-32111	30.00
TRINCHERA H&R, INC.	INV0001672	04/28/2015	CITY COUNCIL	02-5-10-32111	1,925.00
TRINCHERA H&R, INC.	INV0001672	04/28/2015	OTHER TO BE REIMBURSED	02-5-10-32111	375.00
TRINCHERA H&R, INC.	INV0001672	04/28/2015	LESS DEPOSIT	02-5-10-32111	-1,375.00
Department 10 - CITY COUNCIL Total:					4,430.35
Department: 11 - LEGAL SERVICES					
ERICH SCHWIESOW	17980	02/28/2015	WESTLAW MCQUILLIN SUBSCRI...	02-5-11-21121	185.75
ALAMOSA STATE BANK-VISA	0041-04/10/15	03/23/2015	LUNCH-MINI COUNCIL RETREAT...	02-5-11-39602	8.95
Department 11 - LEGAL SERVICES Total:					194.70
Department: 12 - MUNICIPAL COURT					
PINNACOL ASSURANCE	1750233	03/17/2015	MUNICIPAL COURT	02-5-12-14211	38.33
ALAMOSA COUNTY SHERIFF DE...	INV0001572	04/01/2015	JAIL FEES - NOV 14-DEC 14	02-5-12-37995	26,968.49
TOM COPELAND	INV0001569	04/02/2015	COURT TRIAL SUBPOENA - A. D...	02-5-12-39602	5.00
ALAMOSA COUNTY SHERIFF DE...	INV0001575	04/02/2015	JAIL FEES - FEB 2015	02-5-12-37995	10,673.04
ALAMOSA COUNTY SHERIFF DE...	INV0001575	04/02/2015	JAIL FEES - JAN 2015	02-5-12-37995	10,323.63
JOHN GONZALES	INV0001590	04/09/2015	BALIFF SERVICES MARCH 2, 201...	02-5-12-39605	813.75
DANIEL P. POWELL P.C.	INV0001591	04/09/2015	MILEAGE/MEALS - JUDGES AN...	02-5-12-32111	320.76
Department 12 - MUNICIPAL COURT Total:					49,143.00
Department: 13 - CITY MANAGER					
OFFICE DEPOT	752915868001	01/29/2015	FASTENERS/HIGHLIGHTERS/PE...	02-5-13-21111	16.31
OFFICE DEPOT	752915969001	01/29/2015	HOLDER,PRIORITY PUCK,INS	02-5-13-21111	6.68
PINNACOL ASSURANCE	1750233	03/17/2015	CITY MANAGER	02-5-13-14211	61.55
ALAMOSA STATE BANK-VISA	0041-04/10/15	03/23/2015	PARKING	02-5-13-32111	25.00
ALAMOSA STATE BANK-VISA	0041-04/10/15	03/23/2015	LUNCH	02-5-13-32111	9.74
ALAMOSA STATE BANK-VISA	0041-04/10/15	03/23/2015	LUNCH	02-5-13-32111	31.41
ALAMOSA STATE BANK-VISA	0041-04/10/15	03/23/2015	PARKING	02-5-13-32111	8.00
ALAMOSA STATE BANK-VISA	0041-04/10/15	03/23/2015	LODGING - HEATHER BROOKS	02-5-13-32111	472.80
ALAMOSA STATE BANK-VISA	0041-04/10/15	03/23/2015	LUNCH-MINI COUNCIL RETREAT...	02-5-13-35501	8.45
ALAMOSA STATE BANK-VISA	0041-04/10/15	03/23/2015	LUNCH	02-5-13-35501	51.16
ALAMOSA STATE BANK-VISA	0280-04/10/15	03/23/2015	WATER	02-5-13-35501	4.98
GE MONEY BANK/AMAZON	INV0001663	04/10/2015	BOOK - YOUTILITY; WHY SMART	02-5-13-21121	22.85
TRINCHERA H&R, INC.	INV0001672	04/28/2015	CITY MANAGER	02-5-13-32111	275.00
Department 13 - CITY MANAGER Total:					993.93

Expense Approval Report

Payment Dates: 4/1/2015 - 4/30/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 14 - CITY CLERK					
VALLEY COURIER	INV0001584	02/28/2015	LEGAL ADVERTISING	02-5-14-33121	111.00
ALAMOSA STATE BANK-VISA	0546-04/10/15	03/17/2015	VEHICLE REGISTRATION	02-5-14-35501	11.28
PINNACOL ASSURANCE	1750233	03/17/2015	CITY CLERK	02-5-14-14211	26.83
ALAMOSA STATE BANK-VISA	0280-04/10/15	03/23/2015	DELI TRAY-FRUIT-CAKE	02-5-14-22791	74.48
ALAMOSA STATE BANK-VISA	0280-04/10/15	03/23/2015	WATER/PLATES/SPOONS/FORKS	02-5-14-22791	30.44
ALAMOSA STATE BANK-VISA	0280-04/10/15	03/23/2015	REFRESHMENTS - COOKIES	02-5-14-22791	7.80
TRINCHERA H&R, INC.	INV0001672	04/28/2015	CITY CLERK	02-5-14-32111	275.00
Department 14 - CITY CLERK Total:					536.83
Department: 15 - HR/RISK MANAGEMENT					
OFFICE DEPOT	752915868001	01/29/2015	FASTENERS/HIGHLIGHTERS/PE...	02-5-15-21111	6.84
ALAMOSA STATE BANK-VISA	0579-04/17/15	03/22/2015	CBI BACKGROUND CHECKS	02-5-15-31961	54.80
ALAMOSA STATE BANK-VISA	0579-04/17/15	03/22/2015	USPS COBRA	02-5-15-31961	12.98
ALAMOSA STATE BANK-VISA	0579-04/17/15	03/22/2015	DINNER	02-5-15-32111	22.22
ALAMOSA STATE BANK-VISA	0579-04/17/15	03/22/2015	BREAKFAST	02-5-15-32111	14.62
ALAMOSA STATE BANK-VISA	0579-04/17/15	03/22/2015	DINNER	02-5-15-32111	12.75
ALAMOSA STATE BANK-VISA	0579-04/17/15	03/22/2015	HR CERTIFICATION	02-5-15-32211	525.00
ALAMOSA STATE BANK-VISA	0579-04/17/15	03/22/2015	BELT STRAP - SAFETY SANITATI...	02-5-15-45311	12.40
ALAMOSA STATE BANK-VISA	0579-04/17/15	03/22/2015	FIRST AID KITS	02-5-15-45311	236.52
ALAMOSA STATE BANK-VISA	0579-04/17/15	03/22/2015	FIRST AID KITS	02-5-15-45311	73.06
ALAMOSA STATE BANK-VISA	0439-04/10/15	03/23/2015	LODGING-CRAWLEY	02-5-15-32111	81.94
SLVRMC PHYSICAN SERVICES	INV0001581	03/03/2015	PRE EMPLOYMENT PHYSICAL - F...	02-5-15-31961	150.00
PROFESSIONAL COMPLIANCE &...	39670	03/31/2015	RANDOM DOT TEST	02-5-15-31961	247.00
PROFESSIONAL COMPLIANCE &...	INV0001593	04/14/2015	DOT COMPLIANCE TRAINING S...	02-5-15-32211	42.00
SLVRMC PHYSICAN SERVICES	INV0001658	04/15/2015	PRE EMPLOYMENT TESTING -C...	02-5-15-31961	220.00
CECILIA CAWLEY	INV0001632	04/17/2015	MILEAGE- DOT RECORD KEEPIN...	02-5-15-32111	138.04
WELLS FARGO INSURANCE SERV...	25500994	04/02/2015	ENDORSEMENT-ADDED ASTRO ...	02-5-15-39203	355.00
MOUNTAIN STATES EMPLOYERS..	INV0001644	04/03/2015	HR TRAINING	02-5-15-32211	139.00
Department 15 - HR/RISK MANAGEMENT Total:					2,344.17
Department: 16 - FINANCE DEPARTMENT					
OFFICE DEPOT	753044710001	01/30/2015	COLORED PAPER/PENS	02-5-16-21111	22.96
ALAMOSA STATE BANK-VISA	0546-04/10/15	03/17/2015	LODGING - CGFOA ED COMMIT...	02-5-16-32111	170.50
PINNACOL ASSURANCE	1750233	03/17/2015	FINANCE	02-5-16-14211	118.77
CROSSWINDS	108900	03/18/2015	MICROPERFORATED CUSTOM ...	02-5-16-21111	390.64
OFFICE DEPOT	760928990001-1	03/18/2015	DESK TRAYS/CORRECTION TAPE...	02-5-16-21111	23.21
ALAMOSA STATE BANK-VISA	0041-04/10/15	03/23/2015	LUNCH-MINI COUNCIL RETREAT...	02-5-16-32111	8.45
OFFICE DEPOT	761726957001	03/23/2015	MIRROR	02-5-16-21111	3.99
OFFICE DEPOT	761727000001	03/23/2015	CALC INKROLL/TRANS TAPE/TR...	02-5-16-21111	22.74
O & V PRINTING	43815	03/25/2015	6000 #10 WINDOW ENVELOPES...	02-5-16-21221	385.79
O & V PRINTING	43815	03/25/2015	6000 #10 WINDOW ENVELOPES	02-5-16-21221	385.79
OFFICE DEPOT	762693555001	03/26/2015	CREDIT -MIRROR	02-5-16-21111	-3.99
OFFICE DEPOT	762981251001	03/30/2015	END TAB FOLDERS	02-5-16-21111	25.16
HOLIDAY INN EXPRESS	INV0001535	03/31/2015	LODGING - T. WANCURA/B. LA...	02-5-16-32111	174.00
NATIONAL SEMINARS TRAINING	INV0001657	04/16/2015	START12 TRAINING PROGRAM	02-5-16-32211	100.00
TIFFANY WANCURA	INV0001570	04/02/2015	MEALS - CGFOA-FUNDAMENTA...	02-5-16-32111	34.00
BILLIE LAW	INV0001571	04/02/2015	MEALS - CGFOA FUNDAMENTA...	02-5-16-32111	34.00
AMANDA VALDEZ	INV0001662	04/23/2015	MILEAGE-MEALS/ CGFOA EDUC...	02-5-16-32111	370.90
ALAMOSA POSTMASTER	INV0001671	04/28/2015	POSTAGE - BULK PERMIT #171 ...	02-5-16-21131	3,000.00
TIFFANY WANCURA	INV0001592	04/09/2015	MEALS- PAYROLL LAW CLASS	02-5-16-32111	64.00
Department 16 - FINANCE DEPARTMENT Total:					5,330.91
Department: 17 - NON-DEPARTMENTAL					
RUSSELL SURVEYORS & ASSOCI...	3741	01/02/2015	POLSTON EASEMENTS/DESCRIP...	02-5-17-46130	150.00
XCEL ENERGY	53-1111289-3040615	03/16/2015	1410 INDEPENDENCE WY BLDG...	02-5-17-33411	841.81
ALAMOSA STATE BANK-VISA	0546-04/10/15	03/17/2015	CUSTODIAL SUPPLIES - TERRY T...	02-5-17-34105	82.01
ALAMOSA STATE BANK-VISA	0546-04/10/15	03/17/2015	CUSTODIAL SUPPLIES-BURNISH...	02-5-17-34105	67.73
ALAMOSA STATE BANK-VISA	0546-04/10/15	03/17/2015	CUSTODIAL SUPPLIES-MOP & FL...	02-5-17-34105	306.86
VALLEY TEXTILE RENTAL & DRY	73019	03/19/2015	MAT MAHOGANY/MAT BRUSH ...	02-5-17-34105	63.50
INTERLINE BRANDS., INC	332876648	03/20/2015	AIR FILTER	02-5-17-34105	52.68
INTERLINE BRANDS., INC	332876655	03/20/2015	HAND TOWELS/BATH TOWELS/L...	02-5-17-34105	206.11

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CENTURYLINK	INV0001577	03/22/2015	CITY OF ALAMOSA 719-589-2006	02-5-17-33211	65.98
CENTURYLINK	INV0001577	03/22/2015	ALARM LINES 719-589-6809	02-5-17-33211	61.90
CENTURYLINK	INV0001577	03/22/2015	WTR TRTMNT 719-589-3478	02-5-17-33211	30.07
CENTURYLINK	INV0001577	03/22/2015	CITY OF ALAMOSA 719-589-6532	02-5-17-33211	30.00
CENTURYLINK	INV0001577	03/22/2015	WTR TRTMNT 719-589-3498	02-5-17-33211	94.30
CENTURYLINK	INV0001577	03/22/2015	WTR TRTMNT 719-589-2391	02-5-17-33211	71.94
ALAMOSA STATE BANK-VISA	0041-04/10/15	03/23/2015	FUEL	02-5-17-22111	26.61
ALAMOSA STATE BANK-VISA	0041-04/10/15	03/23/2015	FUEL EXPENSE	02-5-17-22111	27.96
ALAMOSA STATE BANK-VISA	0280-04/10/15	03/23/2015	SPOONS	02-5-17-22791	2.84
CENTURYLINK BUSINESS SERVICE	1334528902	03/23/2015	PHONE SERVICE: LONG DISTAN...	02-5-17-33211	64.33
HUSMANN PLUMBING	53461	03/24/2015	DELTA PVC STEM/DELTA WASH...	02-5-17-34105	8.08
GOBINS INC	2812082-0	03/26/2015	CITY HALL/PD COLOR	02-5-17-21151	225.68
GOBINS INC	2812082-0	03/26/2015	CITY HALL/PD MAINTENANCE S...	02-5-17-21151	133.50
GOBINS INC	2812082-0	03/26/2015	EXCESS BLACK & WHITE	02-5-17-21151	3.93
ACE HARDWARE OF ALAMOSA	34555	03/26/2015	TOGGLE BOLTS/PUMIE FLEXI-S...	02-5-17-34105	12.91
SOUTH CENTRAL COLO. SENIOR...	355	03/26/2015	CONTRACT FOR SERVICES 1 OF 2...	02-5-17-35103	5,000.00
XCEL ENERGY	53-0004574-1041715	03/26/2015	300 HUNT AVE	02-5-17-33411	3,349.59
XCEL ENERGY	53-8691617-6041715	03/26/2015	425 4TH ST BLDG CITY	02-5-17-33411	1,893.31
INTERLINE BRANDS., INC	333439180	03/27/2015	DAWN DETERGENT/LINERS/AP...	02-5-17-34105	83.71
INTERLINE BRANDS., INC	333439198	03/27/2015	SOAP DISPENSER	02-5-17-34105	60.28
ROCKY MOUNTAIN HOME HEAL...	721809	03/27/2015	ADHESIVE TAPE/IBUPROFEN/SI...	02-5-17-22791	73.01
GOBINS INC	2813405-0	03/30/2015	COMBINED DEPARTMENTS	02-5-17-21151	86.10
OFFICE DEPOT	762979690001	03/30/2015	BATTERIES - AA/AAA/9V	02-5-17-22791	36.37
WEX BANK	40371871	03/31/2015	CITY HALL	02-5-17-22111	141.91
VALLEY LOCK & SECURITY	P 23590	03/31/2015	SINGLE SIDED KEY	02-5-17-34105	3.50
VALLEY LOCK & SECURITY	R 12029	03/31/2015	MONITORING	02-5-17-34105	75.00
CENTURYLINK	CM0000007	04/01/2015	CREDIT	02-5-17-33211	-429.45
CENTURYLINK	INV0001635	04/01/2015	CITY OF ALAMOSA PHONE SRVS ..	02-5-17-33211	989.05
ACE HARDWARE OF ALAMOSA	34978	04/10/2015	STEELWOOL/WATER STAIN RE...	02-5-17-34105	17.97
VALLEY LOCK & SECURITY	P 23671	04/13/2015	CAM LOCK	02-5-17-34105	7.95
HAYNIES, INC.	992857	04/14/2015	AIR/OIL/CABIN AIR FILTERS	02-5-17-35111	31.79
BUSINESS SOLUTIONS LEASING	16794604	04/16/2015	CANON COPIER LEASE PAYMENT	02-5-17-44251	1,279.83
VALLEY TEXTILE RENTAL & DRY	73567	04/16/2015	MAT MAHOGANY/MAT BRUSH ...	02-5-17-34105	63.50
AXISINTERNET, INC.	134111	04/18/2015	SRVS	02-5-17-33211	37.90
VALLEY TEXTILE RENTAL & DRY	73285	04/02/2015	MAT MAHOGANY/MAT SUPER ...	02-5-17-34105	91.30
SAN LUIS VALLEY FEDERAL BANK	INV0001673	04/29/2015	APPLY TO LOAN ACCT #400020...	02-5-17-51101	75,000.00
INTERLINE BRANDS., INC	333985471	04/03/2015	RENOWN URINAL SCREEN NON...	02-5-17-34105	102.40
ALAMOSA ROUND UP	0005	04/06/2015	SPONSORSHIP-PRCA RODEO/D...	02-5-17-35105	5,000.00
JADE COMMUNICATIONS LLC	INV0001599	04/06/2015	INTERNET SERVICES - CITY OF A...	02-5-17-33211	167.98
ALAMOSA SENIOR CITIZENS	1016	04/07/2015	CONTRACT FOR SERVICES 1 OF 2...	02-5-17-35103	8,500.00
OFFICE DEPOT	764263452001	04/07/2015	BINDERS FOR NEW EMPLOYEE ...	02-5-17-22791	156.00
ALAMOSA SENIOR CITIZENS	INV0001634	04/07/2015	KITCHEN LEASE - MARCH 2015	02-5-17-35103	650.00
INTERLINE BRANDS., INC	334319670	04/08/2015	FLTR PLTD ECONO8 14X20X1	02-5-17-34105	105.12
ACE HARDWARE OF ALAMOSA	34892	04/08/2015	FABULOSO MPC OP/PUMIE FLE...	02-5-17-34105	15.25
WHITE HARDWARE CO. INC.	307513/2	04/09/2015	POLY AIR HOSE/AIR TOOL ACCE...	02-5-17-34105	238.78
INTERLINE BRANDS., INC	334438686	04/09/2015	6 CASES COPY PAPER	02-5-17-22791	181.74

Department 17 - NON-DEPARTMENTAL Total: 105,640.62

Department: 18 - INFORMATION TECHNOLOGY

OFFICE DEPOT	750617085001	01/19/2015	BADGE CARDRELL	02-5-18-21111	8.20
S CORP	3157	02/10/2015	ANNUAL SUPPORT	02-5-18-48102	1,114.00
PINNACOL ASSURANCE	1750233	03/17/2015	IT	02-5-18-14211	15.90
ALAMOSA STATE BANK-VISA	0041-04/10/15	03/23/2015	LUNCH-MINI COUNCIL RETREAT...	02-5-18-32111	8.95
AT&T MOBILITY	INV0001633	03/07/2015	CELL SRVS - IT	02-5-18-33202	84.71
TRINCHERA H&R, INC.	INV0001672	04/28/2015	IT	02-5-18-32111	275.00
ALAMOSA STATE BANK-VISA	0512-04/24/15	04/07/2015	GLOVES/SHOES	02-5-18-22791	46.47
ALAMOSA STATE BANK-VISA	0512-04/24/15	04/07/2015	HARDWARE	02-5-18-48101	108.97
ALAMOSA STATE BANK-VISA	0512-04/24/15	04/07/2015	PPI NORTH AMERICAN MICROS...	02-5-18-48102	513.47

Department 18 - INFORMATION TECHNOLOGY Total: 2,175.67

Department: 20 - POLICE ADMINISTRATION

PINNACOL ASSURANCE	1750233	03/17/2015	POLICE ADMINISTRATION - OFF...	02-5-20-14211	495.43
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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACE HARDWARE OF ALAMOSA	34350	03/20/2015	8 IN 1/2-5/8 ARBOR COARSE CR...	02-5-20-22791	65.03
ALAMOSA STATE BANK-VISA	0041-04/10/15	03/23/2015	LUNCH-MINI COUNCIL RETREAT...	02-5-20-32111	7.95
ALAMOSA STATE BANK-VISA	0439-04/10/15	03/23/2015	LODGING	02-5-20-32111	81.94
ALAMOSA STATE BANK-VISA	0439-04/10/15	03/23/2015	LODGING	02-5-20-32111	81.94
ALAMOSA STATE BANK-VISA	0504-04/10/15	03/23/2015	LODGING - W. MARQUEZ	02-5-20-32111	196.00
TRINCHERA H&R, INC.	INV0001672	04/28/2015	POLICE	02-5-20-32111	275.00
MOUNTAIN STATES EMPLOYERS..	INV0001644	04/03/2015	PD TRAINING	02-5-20-32211	139.00

Department 20 - POLICE ADMINISTRATION Total: 1,342.29

Department: 21 - POLICE OPERATIONS

CHEMATOX LABORATORY	15947	01/31/2015	BLOOD COLLECTION KITS	02-5-21-31651	139.56
CHEMATOX LABORATORY	15813	03/14/2015	DRUG SCREENS/BLOOD ALCOH...	02-5-21-31651	490.00
GALLS/QUARTERMASTER INC.	003258848	03/17/2015	GALLS SENTRY BATON/SHIPPING	02-5-21-37321	968.56
PINNACOL ASSURANCE	1750233	03/17/2015	POLICE OPERATIONS	02-5-21-14211	5,998.88
NEVES UNIFORM	310781	03/17/2015	SS SHIRTS/MENS PANTS	02-5-21-37321	904.29
SIERRA VISTA LUMBER & STEEL	23027	03/18/2015	PIPE (OLD STAGE)	02-5-21-22791	17.94
RIO GRANDE MOTOR PARTS CO,...	107658	03/19/2015	OIL/FUEL FILTERS	02-5-21-35111	15.30
HAYNIES, INC.	989250	03/20/2015	PLATINUM FILTER KIT	02-5-21-35111	32.21
CENTURYLINK	INV0001577	03/22/2015	SLV DTF PHONE SRVS	02-5-21-33211	31.57
ALAMOSA STATE BANK-VISA	0397-04/10/15	03/23/2015	POSTAGE	02-5-21-21131	5.95
ALAMOSA STATE BANK-VISA	0397-04/10/15	03/23/2015	BADGE AND WALLET	02-5-21-31641	86.00
ALAMOSA STATE BANK-VISA	0397-04/10/15	03/23/2015	DINNER	02-5-21-32111	57.17
ALAMOSA STATE BANK-VISA	0397-04/10/15	03/23/2015	BREAKFAST	02-5-21-32111	33.74
ALAMOSA STATE BANK-VISA	0397-04/10/15	03/23/2015	BREAKFAST	02-5-21-32111	39.59
ALAMOSA STATE BANK-VISA	0439-04/10/15	03/23/2015	PATROL VEHICLE WASH	02-5-21-35111	25.00
ALAMOSA STATE BANK-VISA	0439-04/10/15	03/23/2015	POSTAGE -CBI	02-5-21-49501	44.02
ALAMOSA STATE BANK-VISA	0504-04/10/15	03/23/2015	POSTAGE	02-5-21-21131	9.75
ALAMOSA STATE BANK-VISA	0504-04/10/15	03/23/2015	POSTAGE	02-5-21-21131	100.00
ALAMOSA STATE BANK-VISA	0504-04/10/15	03/23/2015	POSTAGE - POSTAGE.COM	02-5-21-21131	24.99
ALAMOSA STATE BANK-VISA	0504-04/10/15	03/23/2015	LEXIS NEXIS - MONTHLY FEE	02-5-21-22791	60.00
ALAMOSA STATE BANK-VISA	0504-04/10/15	03/23/2015	PT SNACKS-GV MTN TRAIL	02-5-21-35501	16.92
ALAMOSA STATE BANK-VISA	0504-04/10/15	03/23/2015	DONUTS/SUGAR COOKIES/BAG...	02-5-21-35509	20.24
ALAMOSA STATE BANK-VISA	0504-04/10/15	03/23/2015	TRAINING FOUNDATION SNACKS	02-5-21-35509	15.04
ALAMOSA STATE BANK-VISA	0504-04/10/15	03/23/2015	SNACKS-NAT VAL BARS/GAT 18...	02-5-21-35509	17.64
ALAMOSA STATE BANK-VISA	0504-04/10/15	03/23/2015	TOTE/PLAS BOWLS/TRAINING ...	02-5-21-35509	5.35
ALAMOSA STATE BANK-VISA	0504-04/10/15	03/23/2015	PULLEY	02-5-21-35509	30.98
ALAMOSA STATE BANK-VISA	0504-04/10/15	03/23/2015	DONUTS/BLUEBERRY MUFFINS	02-5-21-35509	19.01
ALAMOSA STATE BANK-VISA	0504-04/10/15	03/23/2015	BAGELS/DANSH CHEESE TRAINI...	02-5-21-35509	32.18
ALAMOSA STATE BANK-VISA	0504-04/10/15	03/23/2015	GRANOLA BARS/CORN NUTS/G...	02-5-21-35509	272.96
TOWN & COUNTRY CAR & TRU...	13730	03/23/2015	OIL - AUTO	02-5-21-35111	68.40
ACE HARDWARE OF ALAMOSA	34503	03/25/2015	BULB LFL/TERRY TOWEL WHT R...	02-5-21-34105	30.10
VALLEY TEXTILE RENTAL & DRY	73105	03/25/2015	MAT SUPER SCRAPE/MAT BRU...	02-5-21-34105	59.70
HAYNIES, INC.	989959	03/25/2015	OIL/AIR/FUEL FILTERS	02-5-21-35111	20.24
XCEL ENERGY	53-2975818-1041715	03/26/2015	509 1/2 3RD ST	02-5-21-33411	51.69
XCEL ENERGY	53-2975818-1041715	03/26/2015	502 2ND ST BLDG ADOL	02-5-21-33411	188.56
TOWN & COUNTRY CAR & TRU...	13815	03/27/2015	JEWELS	02-5-21-35111	13.97
SOUTHSIDE RENTALS, LLC	INV0001580	03/27/2015	STORAGE RENT	02-5-21-22791	45.00
CHEMATOX LABORATORY	16051	03/28/2015	BLOOD ALCOHOL TEST	02-5-21-31651	20.00
WEISS CLEANERS	10337	03/31/2015	DRY CLEANING POLICE UNIFO...	02-5-21-39501	550.00
WEX BANK	40371871	03/31/2015	PATROL	02-5-21-22111	2,789.27
O & V PRINTING	43689A	03/06/2015	1000 SHIPPING LABELS - PD	02-5-21-21221	71.00
HAYNIES, INC.	992647	04/13/2015	OIL/AIR FILTERS	02-5-21-35111	11.90
GALLS/QUARTERMASTER INC.	3336088	04/02/2015	LIGHTWEIGHT GLOVE	02-5-21-37321	30.40
HAYNIES, INC.	991115	04/02/2015	HUB BEARING ASSEMBLY	02-5-21-35111	97.97
VIAERO WIRELESS	INV0001668	04/21/2015	CELL PHONE SRVS - PD	02-5-21-33211	1,560.77
DIGITCOM ELECTRONICS	118000012-1	04/03/2015	RESOLDER ON/OFF SWITCH TO ...	02-5-21-35391	48.00
DIGITCOM ELECTRONICS	118000013-1	04/03/2015	LABOR FOR RADIO REPAIR/ASS...	02-5-21-35391	104.55
DIGITCOM ELECTRONICS	118000014-1	04/03/2015	REPAIR INTERMITTENT SHUTTI...	02-5-21-35391	72.00
DIGITCOM ELECTRONICS	118000015-1	04/03/2015	CLEANED KEYPAD/ASSEMBLY K...	02-5-21-35391	80.55
DIGITCOM ELECTRONICS	118000016-1	04/03/2015	REPAIRS-CLEANED RADIO/REPL...	02-5-21-35391	80.55
NEVES UNIFORM	311713	04/03/2015	NAMEBAR W/CB BLK LTRS/SERV..	02-5-21-37321	29.93

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MOUNTAIN STATES EMPLOYERS..	INV0001644	04/03/2015	PD TRAINING	02-5-21-32211	139.00
CHEMATOX LABORATORY	16149	04/04/2015	BLOOD ALCOHOL TESTS	02-5-21-31651	255.00
HAYNIES, INC.	991797	04/07/2015	OIL/AIR FILTERS	02-5-21-35111	11.23
VALLEY TEXTILE RENTAL & DRY	73400	04/08/2015	MAT BRUSH ONYX	02-5-21-34105	18.00
TYLER SCHMIDT	INV0001582	04/08/2015	MEALS - HOMICIDE INVESTIGAT...	02-5-21-35509	574.00
HOLIDAY INN EXPRESS	INV0001583	04/08/2015	LODGING - T. SCHMIDT	02-5-21-35509	960.00

Department 21 - POLICE OPERATIONS Total: 17,496.62

Department: 22 - FIRE OPERATIONS

VALLEY LOCK & SECURITY	R 11544	12/31/2014	ALARM MONITORING S-1	02-5-22-35211	75.00
XCEL ENERGY	53-8691590-4040115	03/10/2015	2827 VIGIL WAY BLDG FIRE	02-5-22-33411	440.72
ALAMOSA STATE BANK-VISA	0546-04/10/15	03/17/2015	SYMPATHY FLORAL ARRANGEM...	02-5-22-31312	107.50
PINNACOL ASSURANCE	1750233	03/17/2015	FIRE OPERATIONS	02-5-22-14211	663.61
XEROX BUSINESS SERVICES LLC	1138744	03/18/2015	FH MOBILE SUPPORT RENEWAL...	02-5-22-35341	935.00
ALAMOSA STATE BANK-VISA	0272-04/10/15	03/23/2015	REFRESHMENTS FOR TRAINING...	02-5-22-32211	142.15
ALAMOSA STATE BANK-VISA	0470-04/10/15	03/23/2015	CHAIN/CHAIN LOOPS/ELEC TAP...	02-5-22-22791	140.76
ALAMOSA STATE BANK-VISA	0470-04/10/15	03/23/2015	WATER	02-5-22-22791	18.20
ALAMOSA STATE BANK-VISA	0470-04/10/15	03/23/2015	AWARDS	02-5-22-32211	222.32
WHITE HARDWARE CO. INC.	3086876/2	03/25/2015	HEX SCREWS/WING NUTS	02-5-22-22791	16.74
WEX BANK	40371871	03/31/2015	FIRE	02-5-22-22111	162.11
ACCENT ON FLOWERS	2940	03/09/2015	FLOWER ARRANGEMENT - ARC...	02-5-22-31312	83.00
ACE HARDWARE OF ALAMOSA	34774	04/03/2015	RECIP SAW HD DEWALT/BLADE ...	02-5-22-38833	134.06
ACE HARDWARE OF ALAMOSA	34826	04/06/2015	THREAD SEAL TAPE/HEX PLUG/...	02-5-22-22791	8.34
ACTION TRAINING	16152	04/07/2015	TRAINING ON LINE PACKAGE	02-5-22-32211	3,862.50

Department 22 - FIRE OPERATIONS Total: 7,012.01

Department: 23 - SUPPORT SERVICES

RIO GRANDE MOTOR PARTS CO,...	107567	03/17/2015	BRAKE ROTOR	02-5-23-35111	61.18
PINNACOL ASSURANCE	1750233	03/17/2015	SUPPORT SERVICES	02-5-23-14211	260.13
HAYNIES, INC.	989111	03/19/2015	OIL/AIR FILTERS	02-5-23-35111	14.19
ALAMOSA STATE BANK-VISA	0504-04/10/15	03/23/2015	POSTAGE	02-5-23-21131	31.64
INTERLINE BRANDS., INC	333439172	03/27/2015	SPECTRUM PAPER X6 CASES	02-5-23-21111	181.74
WEX BANK	40371871	03/31/2015	SUPPORT SERVICES	02-5-23-22111	365.23
MOUNTAIN STATES EMPLOYERS..	INV0001644	04/03/2015	PD TRAINING	02-5-23-32211	139.00

Department 23 - SUPPORT SERVICES Total: 1,053.11

Department: 30 - PUBLIC WORKS ADMIN

OFFICE DEPOT	750617085001	01/19/2015	BINDERS/HIGHLIGHTERS/ENVE...	02-5-30-21111	45.74
PINNACOL ASSURANCE	1750233	03/17/2015	PUBLIC WORKS ADMINISTRATI...	02-5-30-14211	118.77
SUMMIT ENGINEERING	1429	03/20/2015	CIVIL ENGINEERING PLANS-CAR...	02-5-30-22811	6,600.00
ALAMOSA STATE BANK-VISA	0041-04/10/15	03/23/2015	LUNCH - MINI COUNCIL RETREA...	02-5-30-32111	7.95
AGRO ENGINEERING	12331	03/25/2015	REGARDING AUGMENTATION P...	02-5-30-31411	1,980.00
WEX BANK	40371871	03/31/2015	PW ADMIN	02-5-30-22111	34.65
RANDY MARTINEZ	INV0001660	04/22/2015	MEAL REIMBURSEMENT - CRWA...	02-5-30-32111	167.00
TRINCHERA H&R, INC.	INV0001672	04/28/2015	PUBLIC WORKS	02-5-30-32111	275.00
PENNY K. PETTY	415601	04/06/2015	DOZ HATS/DENIMN SHIRTS	02-5-30-37321	96.00
OFFICE DEPOT	7646471232001	04/08/2015	CORD DETANGLER/PENS/MARK...	02-5-30-21111	147.07
OFFICE DEPOT	764641269001	04/09/2015	POCKET TUFF LETTER	02-5-30-21111	70.84

Department 30 - PUBLIC WORKS ADMIN Total: 9,543.02

Department: 31 - STREET MAINTENANCE

LACAL EQUIPMENT INC	0209060	03/12/2015	SNOW PLOW BLADEZ/8.5 CUTT...	02-5-31-35111	1,083.52
XCEL ENERGY	53-1224277-8040315	03/12/2015	11TH & RAILROAD	02-5-31-33411	13.63
SAN LUIS & RIO GRANDE RR CO.	1242420	03/13/2015	ANNUAL FEE 15" TRANSIT SEW...	02-5-31-34111	759.00
PINNACOL ASSURANCE	1750233	03/17/2015	STREET MAINTENANCE	02-5-31-14211	1,682.87
XCEL ENERGY	53-1111290-6041515	03/18/2015	620 4TH ST	02-5-31-33411	18.28
XCEL ENERGY	53-1166633-6041515	03/18/2015	530 4TH ST	02-5-31-33411	18.28
XCEL ENERGY	53-1248603-4041515	03/18/2015	631 4TH ST	02-5-31-33411	73.07
4RIVERS EQUIPMENT	1156107	03/19/2015	PIN/TOOTH	02-5-31-35111	85.55
HAYNIES, INC.	989024	03/19/2015	CABIN AIR/HYDRAULIC FILTERS	02-5-31-35111	91.83
CROSSWINDS	108953	03/23/2015	SHARPIES/EXPO MARKERS	02-5-31-22791	7.48
WHITE HARDWARE CO. INC.	306738/2	03/23/2015	STAKES BY BUNDLE (50) ONLY	02-5-31-22791	16.99
AIRGAS USA, LLC	90375508085	03/23/2015	VST REFLV CL 3 MESH HIVIS YW...	02-5-31-22791	194.71

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WHITE HARDWARE CO. INC.	306878/2	03/25/2015	POINTED LATH	02-5-31-22791	39.50
J & S CONTRACTORS	0053369	03/27/2015	TERMINAL FLARE (W BEAM)	02-5-31-23551	442.67
ROCKY MOUNTAIN HOME HEAL...	721811	03/27/2015	COLD TABLETS/BACKACHE MUS...	02-5-31-22791	24.95
RIO GRANDE MOTOR PARTS CO,...	108139	03/30/2015	SWITCH	02-5-31-35111	7.24
DENVER INDUSTRIAL SALES & S...	15800	03/30/2015	275 GAL TOTE/CRS EMUISION/...	02-5-31-23511	1,228.15
HAYNIES, INC.	990559	03/30/2015	AIR FILTER	02-5-31-35111	25.17
HAYNIES, INC.	990596	03/30/2015	BATTERY	02-5-31-35111	123.00
HAYNIES, INC.	990632	03/30/2015	AIR/FUEL/OIL FILTERS	02-5-31-35111	15.60
ASPHALT CONSTRUCTORS INC	12804	03/31/2015	RECYCLED ASPHALT	02-5-31-23511	3,566.79
ASPHALT CONSTRUCTORS INC	12804	03/31/2015	COLD MIX	02-5-31-23511	606.90
ASPHALT CONSTRUCTORS INC	12804	03/31/2015	10% WATER CREDIT	02-5-31-23511	-360.00
ACE HARDWARE OF ALAMOSA	34641	03/31/2015	PIPE PVC DWV 2"X10'	02-5-31-22791	7.19
WEX BANK	40371871	03/31/2015	STREETS	02-5-31-22111	2,094.96
ACE HARDWARE OF ALAMOSA	34672	04/01/2015	ENERIGIZER RECHARG AAACD4...	02-5-31-22791	62.05
ACE HARDWARE OF ALAMOSA	34689	04/01/2015	BATTERY 6V HVY DTY 2 PK	02-5-31-22791	8.09
AIRGAS USA, LLC	9037945429	04/01/2015	GLV DRVR MD PRM SPLT CWHD...	02-5-31-22791	51.06
ACE HARDWARE OF ALAMOSA	35150	04/15/2015	COUPLE FLEX 1.561.5" CAST	02-5-31-22791	18.69
HAYNIES, INC.	993233	04/15/2015	SWITCH - STOPLIGHT	02-5-31-35111	9.29
TRAFFIC SIGNAL CONTROLS, INC	66218	04/16/2015	REPAIR AP22	02-5-31-22791	120.00
AIRGAS USA, LLC	9037945430	04/02/2015	VST REFLV CL 3 MSH HIVIS YLW	02-5-31-22791	15.61
XCEL ENERGY	53-1289372-0042715	04/03/2015	DOWN TOWN LIGHTING	02-5-31-33411	316.64
WHITE HARDWARE CO. INC.	307373/2	04/06/2015	CONCRETE MIX/OIL/MASON'S ...	02-5-31-22791	76.94
WHITE HARDWARE CO. INC.	307375/2	04/06/2015	CREDIT - INVOICE #307373/2	02-5-31-22791	-33.45
REYNOLDS ENGINEERING CO.	15-033	04/08/2015	QUANTITIES AND BID SCHEDULE	02-5-31-73112	4,500.00
SHERWIN WILLIAMS	8313-2	04/08/2015	FFD WB WHITE/FD IF WB YLO/...	02-5-31-45601	16,056.00
WHITE HARDWARE CO. INC.	307517/2	04/09/2015	30GRIT MEDIUM SILICA SAND	02-5-31-45601	12.99
WHITE HARDWARE CO. INC.	307526/2	04/09/2015	30 GRIT MEDIUM SILICA SAND ...	02-5-31-45601	25.98
WHITE HARDWARE CO. INC.	307542/2	04/09/2015	30 GRIT MEDIUM SILICA SAND	02-5-31-45601	12.99
Department 31 - STREET MAINTENANCE Total:					33,120.21

Department: 35 - BUILDING INSPECTION

OFFICE DEPOT	750617085001	01/19/2015	BINDERS/HIGHLIGHTERS/ENVE...	02-5-35-22791	19.12
PINNACOL ASSURANCE	1750233	03/17/2015	BUILDING INSPECTOR	02-5-35-14211	124.10
ACE HARDWARE OF ALAMOSA	34352	03/20/2015	SCREWDRIVER/CM MECH TOOL...	02-5-35-22791	206.84
ALAMOSA STATE BANK-VISA	0330-04/10/15	03/23/2015	INT'L CODE COUNCIL (BOOK)	02-5-35-21121	88.25
ALAMOSA STATE BANK-VISA	0330-04/10/15	03/23/2015	ICC CONFERENCE (LODGING) H...	02-5-35-32111	446.97
ACE HARDWARE OF ALAMOSA	34469	03/24/2015	ADJUSTBLE WRENCH/REGAL RED	02-5-35-22791	23.36
HAYNIES, INC.	990649	03/30/2015	OIL FILTER	02-5-35-35111	3.45
HAYNIES, INC.	990656	03/30/2015	FILTER KIT	02-5-35-35111	8.43
HAYNIES, INC.	990662	03/30/2015	CREDIT - INVOICE 990632/9893...	02-5-35-35111	-22.90
HAYNIES, INC.	990685	03/30/2015	OIL COOLER LINE	02-5-35-35111	21.59
RIO GRANDE MOTOR PARTS CO,...	108177	03/31/2015	OIL COOLER CONNECTOR	02-5-35-35111	7.53
WEX BANK	40371871	03/31/2015	BUILDING INSP	02-5-35-22111	241.52
HAYNIES, INC.	990737	03/31/2015	OIL COOLER LINE	02-5-35-35111	19.99
HAYNIES, INC.	990776	03/31/2015	OIL COOLER CONNECTOR	02-5-35-35111	6.63

Department 35 - BUILDING INSPECTION Total: 1,194.88

Department: 36 - FLEET MAINTENANCE

NATIONAL FLUID POWER INSTI...	5111501	02/18/2015	TUTION HYDRAULIC CLASS-AAR...	02-5-36-32111	1,095.00
BIG ASS SOLUTIONS	258022	02/05/2015	CEILING LIGHT FIXTURE	02-5-36-22791	586.53
XCEL ENERGY	53-8691625-6040615	03/16/2015	1014 INDEPENDENCE WY	02-5-36-33411	1,097.02
PINNACOL ASSURANCE	1750233	03/17/2015	FLEET MAINTENANCEQ	02-5-36-14211	865.43
KIMBALL MIDWEST	4105485	03/18/2015	GR5 NYLON LOCK/JBR LG SUPER..	02-5-36-22791	94.05
MATCO TOOLS	51974	03/27/2015	WHEEL WEIGHT	02-5-36-37941	46.35
MATCO TOOLS	51975	03/27/2015	ULTRA HEAT GUN	02-5-36-37941	113.70
ROCKY MOUNTAIN HOME HEAL...	721810	03/27/2015	FINGERTIP BANDAGE/IBUPROF...	02-5-36-22791	42.39
WEX BANK	40371871	03/31/2015	FLEET MAINT	02-5-36-22111	60.72
AIRGAS USA, LLC	9037977812	04/01/2015	PLASMA CUTTER/ELIMINIZER FI...	02-5-36-37941	1,927.05
DUSTIN J. PARR	04021517667	04/02/2015	MICRO POLISHER KIT	02-5-36-37941	269.00
KIMBALL MIDWEST	4140177	04/06/2015	O'RING/#4 MINI HOSE CLAMPS...	02-5-36-22791	84.15
HAYNIES, INC.	991816	04/07/2015	ABRASIVE WHEEL 7	02-5-36-22791	6.90
HAYNIES, INC.	991877	04/07/2015	MASKING TAPE	02-5-36-22791	5.52

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HAYNIES, INC.	991974	04/08/2015	DUCT TAPE	02-5-36-22791	6.79
ELBERT DISTRIBUTING OF COLO...	1000180	04/09/2015	LIMITED SLIP CONCENTRATE/M...	02-5-36-22791	260.35
Department 36 - FLEET MAINTENANCE Total:					6,560.95
Department: 50 - CEMETERY					
PINNACOL ASSURANCE	1750233	03/17/2015	CEMETERY	02-5-50-14211	565.28
RMS UTILITIES, INC.	INV0001648	03/31/2015	CEMETERY SRVS	02-5-50-35211	100.00
ACE HARDWARE OF ALAMOSA	34783	04/03/2015	UTILITY SHOVEL	02-5-50-22791	11.99
Department 50 - CEMETERY Total:					677.27
Department: 51 - PARKS MAINTENANCE					
WHITE HARDWARE CO. INC.	306750/2	02/23/2015	CARRIAGE BOLT ZINC/NC GR5 H...	02-5-51-22791	2.48
FASTENAL COMPANY	52092	03/11/2015	CHNUT W/SPRING/TROD Z/HEV...	02-5-51-22791	56.29
XCEL ENERGY	53-1027976-6040215	03/11/2015	DIAMOND DR & CLARK SPRINKL...	02-5-51-33411	12.52
XCEL ENERGY	53-1000033-0040315	03/12/2015	1620 TREMONT	02-5-51-33411	12.45
XCEL ENERGY	53-1000030-7040615	03/16/2015	407 4TH ST	02-5-51-33411	68.24
XCEL ENERGY	53-1000030-7040615	03/16/2015	2000 AIRPORT RD	02-5-51-33411	79.30
PINNACOL ASSURANCE	1750233	03/17/2015	PARKS & REC - PARKS	02-5-51-14211	960.04
ACE HARDWARE OF ALAMOSA	34274	03/17/2015	GARDEN SPRAYER 1 GALLON/T...	02-5-51-22791	47.67
XCEL ENERGY	53-0848716-1040815	03/17/2015	1000 20TH ST/9TH & ROSS/7TH...	02-5-51-33411	1,816.07
HUSMANN PLUMBING	13985	03/19/2015	NIP BLK (OLD STAGE)	02-5-51-22791	10.87
XCEL ENERGY	53-1166316-2041515	03/19/2015	COLE PARK	02-5-51-33411	36.51
ROCKY MOUNTAIN HOME HEAL...	721778	03/19/2015	DELUX FIRST AID METAL KIT	02-5-51-22791	155.08
MACKEY CONSTRUCTION COM...	INV0001643	03/19/2015	BOX CK/MOD. 14 W/FLIP GATE ...	02-5-51-35421	1,286.00
L L JOHNSON DISTRIBUTORS	8066989	03/20/2015	BODY PACKAGE, CHECK-O-MA/...	02-5-51-23711	3,998.70
HAYNIES, INC.	989396	03/21/2015	UNIT # 632: U-JOINT	02-5-51-41101	19.45
BELSON OUTDOORS	125134	03/23/2015	CHAR-WOOD FLIP-BACK GRILL ...	02-5-51-22791	2,952.34
WHITE HARDWARE CO. INC.	306834/2	03/24/2015	HFH111TU HEATER/FAN W/TH...	02-5-51-35211	22.69
ACE HARDWARE OF ALAMOSA	34459	03/24/2015	WASHER HOSE/MENDERHOSE/...	02-5-51-35211	108.12
ACE HARDWARE OF ALAMOSA	34482	03/24/2015	RING SHOWER CURTAIN/NOZZL...	02-5-51-35211	78.07
HUSMANN PLUMBING	14045	03/26/2015	GRID STRAINE/SJ EXTENTI/TRAP...	02-5-51-35211	38.88
HUSMANN PLUMBING	14046	03/26/2015	PROFLO TOILET ROUND COMPL...	02-5-51-35211	118.85
WHITE HARDWARE CO. INC.	306925/2	03/26/2015	THICK BOWL WAX RING	02-5-51-35211	7.98
ACE HARDWARE OF ALAMOSA	34558	03/26/2015	ECN HACKSAW 10"	02-5-51-22791	5.49
ACE HARDWARE OF ALAMOSA	34558	03/26/2015	SPRINKL POP-UP 6" HALF/SOLID...	02-5-51-23711	72.27
HAYNIES, INC.	990109	03/26/2015	UNIT #632: U-JOINT	02-5-51-41101	11.99
MONTE VISTA COOP	2487	03/27/2015	CLUTCH DRUM ASSY/CHAIN/AIR...	02-5-51-41101	114.21
ACE HARDWARE OF ALAMOSA	34628	03/30/2015	NIPPLE/ADAPTR HOSE POLY Y ...	02-5-51-23711	17.53
ACE HARDWARE OF ALAMOSA	34634	03/30/2015	COUPLE SCH40 PVC	02-5-51-23711	3.48
ACE HARDWARE OF ALAMOSA	34666	03/31/2015	MENDERHOSE/SLIME TIRE SEA...	02-5-51-22791	37.74
WEX BANK	40371871	03/31/2015	PARKS	02-5-51-22111	613.06
SUMMIT SUPPLY CORPORATION..	76511	03/31/2015	WHEEL CHAIR ACCESSIBLE GRILL	02-5-51-22791	840.96
RMS UTILITIES, INC.	INV0001648	03/31/2015	PORTA JOHN RENTAL	02-5-51-35104	330.00
ACE HARDWARE OF ALAMOSA	34707	04/01/2015	SPRINKL PPUP/POP UP/NOZZLE...	02-5-51-23711	17.27
ACE HARDWARE OF ALAMOSA	35097	04/14/2015	MENDER HOSE/WASHER HOSE...	02-5-51-22791	97.83
ACE HARDWARE OF ALAMOSA	35112	04/14/2015	RAGS SHPTWL	02-5-51-22791	44.06
HAYNIES, INC.	992922	04/14/2015	UNIT #602: IP CLUSTER/CORE D...	02-5-51-35111	534.37
MONTE VISTA COOP	2705	04/15/2015	KEEPER RECOVERY STRAP/TARP...	02-5-51-22791	67.17
ACE HARDWARE OF ALAMOSA	35135	04/15/2015	BATTERIES/POP UP DETG TORO...	02-5-51-22791	65.13
ACE HARDWARE OF ALAMOSA	35170	04/15/2015	CONN WIRE AQUA BL/OR CD6/...	02-5-51-22791	14.36
RON MCCLURE	INV0001639	04/17/2015	ARCHITECTURAL INVOICE (PAR...	02-5-51-74811	1,150.00
ALPINE ELECTRIC, INC	33110	04/02/2015	ZAPATA PARK-SHORT IN ELECTR...	02-5-51-35211	612.58
ACE HARDWARE OF ALAMOSA	34721	04/02/2015	MARKING PAINT PINK/SPRYPNT...	02-5-51-35211	76.55
L L JOHNSON DISTRIBUTORS	8066990-01	04/02/2015	NOZZLE & STATOR/BODY PACK...	02-5-51-23711	87.60
LACAL EQUIPMENT INC	0209060A	04/21/2015	FSE-SHP STEEL PLOWBLADE W/...	02-5-51-35111	155.63
ACE HARDWARE OF ALAMOSA	34884	04/07/2015	CLEANR SIMPLE GREEN/SIMPLE...	02-5-51-35211	93.54
MONTE VISTA COOP	3591	04/07/2015	HUSQ. T35 TAP ADVANCE TRIM	02-5-51-41101	299.50
MONTE CANVAS & UPHOLSTERY	12001	04/08/2015	TARP REPAIR - STAGE #2	02-5-51-41101	165.00
HUSMANN PLUMBING	14168	04/08/2015	1 1/2X2 1/2 NIP BLACK	02-5-51-41101	15.52
WHITE HARDWARE CO. INC.	307485/2	04/08/2015	50005 A19 43W HALOGEN SOFT...	02-5-51-35211	62.90
MONTE VISTA COOP	3812	04/08/2015	THROTTLE WIRE (TRIMMERS)	02-5-51-41101	151.02

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACE HARDWARE OF ALAMOSA	34964	04/09/2015	POLY GRAIN SCOOP #12/POLY L...	02-5-51-22791	71.95
Department 51 - PARKS MAINTENANCE Total:					17,717.31
Fund 02 - GENERAL FUND Total:					266,507.85

Fund: 03 - ENTERPRISE FUND

Department: 01 - WATER DEPARTMENT

XCEL ENERGY	53-9503813-8040215	03/11/2015	607 FOSTER AVE	03-5-01-33411	169.49
XCEL ENERGY	53-1000036-3040315	03/12/2015	COLE PARK WELL 302 HUNT/W...	03-5-01-33411	4,656.98
XCEL ENERGY	53-1114279-7040315	03/12/2015	12TH STREET WELL	03-5-01-33411	1,616.23
XCEL ENERGY	53-1000030-7040615	03/16/2015	RD 109 & 21ST ST	03-5-01-33411	28.25
PINNACOL ASSURANCE	1750233	03/17/2015	WATER-WATERWORKS	03-5-01-14211	112.25
ACE HARDWARE OF ALAMOSA	34358	03/20/2015	REDUCR 3/8FPTX 1/4 MPT LF	03-5-01-23711	8.08
WHITE HARDWARE CO. INC.	306719/2	03/21/2015	ENERG BATTERY AAA 4PK	03-5-01-22791	8.18
ALAMOSA STATE BANK-VISA	0496-04/10/15	03/23/2015	CLEANING PRODUCTS-3 PK DUS...	03-5-01-22791	23.94
ACE HARDWARE OF ALAMOSA	34416	03/23/2015	ALARM CLOCK 0.9" LED	03-5-01-22791	6.47
XCEL ENERGY	53-0348997-0041715	03/26/2015	302 HUNT AVE UNIT COLE	03-5-01-33411	65.55
HAYNIES, INC.	990083	03/26/2015	REPLACEMENT LAMP	03-5-01-35111	32.43
XCEL ENERGY	53-0042269-1042015	03/27/2015	770 N STATE AVE UNIT PUMP	03-5-01-33411	332.32
HAYNIES, INC.	990373	03/27/2015	NAPA OIL SEAL	03-5-01-35111	63.09
HAYNIES, INC.	990417	03/28/2015	FUSE-GMA-5A	03-5-01-35111	8.35
HAYNIES, INC.	990595	03/30/2015	BRAKE ROTOR HUB/BEARING/T...	03-5-01-35111	53.33
HAYNIES, INC.	990601	03/30/2015	OIL SEAL	03-5-01-35111	9.76
WEX BANK	40371871	03/31/2015	WATER	03-5-01-22111	931.57
HAYNIES, INC.	991063	04/01/2015	INTERIOR DOOR HANDLE	03-5-01-35111	10.79
DANA KEPNER COMPANY	3056154-00	04/10/2015	SENSUS	03-5-01-35311	259.25
DANA KEPNER COMPANY	3056203	04/10/2015	ILLUS #1 MEASURING CHAMBER...	03-5-01-35311	878.50
ACE HARDWARE OF ALAMOSA	34992	04/10/2015	INSULATED HOT WTR NOZZLE/...	03-5-01-22791	20.68
RIO GRANDE MOTOR PARTS CO.,...	108316	04/02/2015	OIL/FUEL/AIR FILTERS	03-5-01-35111	35.86
PENNY K. PETTY	415601	04/06/2015	T SHIRTS - K. RUIZ	03-5-01-37321	20.00
PENNY K. PETTY	415601	04/06/2015	DENIM SHIRTS - KEVIN RUIZ	03-5-01-37321	104.00
FERGUSON ENTERPRISES, INC #...	0824803	04/07/2015	HYDRANT GATE VALVE	03-5-01-23711	719.57
HAYNIES, INC.	991768	04/07/2015	DISC BRAKE PADS	03-5-01-35111	40.20
XCEL ENERGY	53-1028550-4040815	04/08/2015	701 ROSS AVE	03-5-01-33411	106.87
XCEL ENERGY	53-1028550-4040815	04/08/2015	701 ROSS AVE	03-5-01-33411	615.49
XCEL ENERGY	53-1028550-4040815	04/08/2015	905 8TH ST	03-5-01-33411	1,101.22
WHITE HARDWARE CO. INC.	307544/2	04/09/2015	MASONRY DRILL BIT/CONICAL P...	03-5-01-23711	3.69
Department 01 - WATER DEPARTMENT Total:					12,042.39

Department: 02 - SEWER DEPARTMENT

MUNRO SYSTEMS	362611A	02/11/2015	FREIGHT CHARGES	03-5-02-38844	20.00
FARIS MACHINERY COMPANY	000947-1	03/13/2015	SEWER CAMERA UPGRADE	03-5-02-70131	43,220.00
PINNACOL ASSURANCE	1750233	03/17/2015	SEWER-WATERWORKS	03-5-02-14211	1,055.12
ALPINE ELECTRIC, INC	33074	03/17/2015	BUILT RACK/MOUNTED CONTR...	03-5-02-71241	927.43
FALCON ENVIRONMENTAL COR...	5300	03/17/2015	VACUUM PUMP/BOWL ASSEM...	03-5-02-38844	847.43
USA BLUEBOOK	593274	03/17/2015	TYVECK COVERALLS 2XL (25/CA...	03-5-02-22791	183.89
USA BLUEBOOK	593478	03/17/2015	POWDER FREE WHITE VINYL GL...	03-5-02-22791	20.07
ACE HARDWARE OF ALAMOSA	34362	03/20/2014	TUBE POLY/COMPRSN SLEEVE/...	03-5-02-23711	4.15
ACE HARDWARE OF ALAMOSA	34359	03/20/2015	HILLMAN FASTENERS	03-5-02-23711	2.88
ALAMOSA STATE BANK-VISA	0496-04/10/15	03/23/2015	HARD DRIVE/USB FOR CAMERA...	03-5-02-22791	173.10
VALLEY ELECTRIC	24408	03/24/2015	REPAIRS-1ST&ALAMOSA-FLOAT...	03-5-02-38844	157.50
FALCON ENVIRONMENTAL COR...	5312	03/25/2015	BODY OF CHECK VALVE ASSEM...	03-5-02-23711	43.37
WHITE HARDWARE CO. INC.	306932/2	03/26/2015	ST LINK CHN 2/0 40FT/STEEL QU...	03-5-02-22791	55.56
VALLEY LOCK & SECURITY	P 23575	03/30/2015	SPECIALTY KEY	03-5-02-22791	30.00
WHITE HARDWARE CO. INC.	307154/2	03/31/2015	HOSE CLAMP SS	03-5-02-23711	16.82
WEX BANK	40371871	03/31/2015	SEWER	03-5-02-22111	205.61
ACE HARDWARE OF ALAMOSA	35001	04/10/2015	REGAL SILVER	03-5-02-22791	35.95
PENNY K. PETTY	415601	04/06/2015	T-SHIRTS - T. BEIRGIER	03-5-02-37321	20.00
PENNY K. PETTY	415601	04/06/2015	DENIM SHIRTS - TRAVIS BEIRIG...	03-5-02-37321	104.00
PENNY K. PETTY	415601	04/06/2015	T SHIRTS - T BEIRIGER	03-5-02-37321	65.00
HUSMANN PLUMBING	14161	04/07/2015	80Z CLEANER/80Z CEMENT/1 1...	03-5-02-23711	10.88
XCEL ENERGY	53-1028550-4040815	04/08/2015	2921 1ST STREET	03-5-02-33411	51.38

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
XCEL ENERGY	53-1028550-4040815	04/08/2015	RD 9 S @ S 109	03-5-02-33411	16.10
XCEL ENERGY	53-1028550-4040815	04/08/2015	900 MARON DR	03-5-02-33411	25.48
XCEL ENERGY	53-1028550-4040815	04/08/2015	151 CRAFT DR BLDG LIFT	03-5-02-33411	13.90
XCEL ENERGY	53-1028550-4040815	04/08/2015	14TH ST & ALA AVE SEWER LIFT	03-5-02-33411	14.45
XCEL ENERGY	53-1028550-4040815	04/08/2015	131 MARKET ST BLDG LIFT	03-5-02-33411	14.28
XCEL ENERGY	53-1028550-4040815	04/08/2015	2501 MAIN ST BLDG SEWER	03-5-02-33411	83.20
XCEL ENERGY	53-1028550-4040815	04/08/2015	213 MURPHY DR APT LIFT	03-5-02-33411	355.61
XCEL ENERGY	53-1028550-4040815	04/08/2015	722 DEL SOL DR LOT B-LIFT	03-5-02-33411	64.83
XCEL ENERGY	53-1028550-4040815	04/08/2015	# LIFT STATION 1999 TREMONT...	03-5-02-33411	22.28
XCEL ENERGY	53-1028550-4040815	04/08/2015	39 CASCADE AVE UNIT LIFT STA...	03-5-02-33411	30.97
XCEL ENERGY	53-1028550-4040815	04/08/2015	751 MONROE AVE	03-5-02-33411	17.76
XCEL ENERGY	53-1028550-4040815	04/08/2015	726 DEL SOL DR	03-5-02-33411	77.24
XCEL ENERGY	53-1028550-4040815	04/08/2015	LIFT 531 COTTONWOOD DR	03-5-02-33411	17.84
XCEL ENERGY	53-1028550-4040815	04/08/2015	700 COTTONWOOD DR	03-5-02-33411	15.39
XCEL ENERGY	53-1028550-4040815	04/08/2015	1 RIVERWOOD DR BLDG LIFT	03-5-02-33411	26.67
XCEL ENERGY	53-1028550-4040815	04/08/2015	701 WEST AVE BLDG SEWER	03-5-02-33411	190.31
XCEL ENERGY	53-1028550-4040815	04/08/2015	NE CORNER OF 12TH & EAST A...	03-5-02-33411	23.20
XCEL ENERGY	53-1028550-4040815	04/08/2015	N END OF LA VETA AVE SEWER L...	03-5-02-33411	16.23
XCEL ENERGY	53-1028550-4040815	04/08/2015	1531 11TH ST	03-5-02-33411	19.78
XCEL ENERGY	53-1028550-4040815	04/08/2015	MAIN ST & BLANCA AVE SEWER...	03-5-02-33411	382.54
XCEL ENERGY	53-1028550-4040815	04/08/2015	2100 STATE AVE	03-5-02-33411	39.13
XCEL ENERGY	53-1028550-4040815	04/08/2015	105 ALAMOSA AVE BLDG LIFT	03-5-02-33411	98.64
XCEL ENERGY	53-1028550-4040815	04/08/2015	2251 W 7TH ST	03-5-02-33411	48.87
Department 02 - SEWER DEPARTMENT Total:					48,864.84

Department: 03 - SANITATION DEPARTMENT

BRIDGESTONE AMERICAS, INC	40554	03/12/2015	SRVS CHARGES	03-5-03-35111	7.22
BRIDGESTONE AMERICAS, INC	40554	03/12/2015	RECAP TIRES X4 - FEES	03-5-03-35111	879.28
XCEL ENERGY	53-0042982-5040315	03/12/2015	1204 OLD AIRPORT RD UNIT TR...	03-5-03-33411	196.46
FASTENAL COMPANY	52162	03/16/2015	NUTS/BOLTS	03-5-03-35111	16.10
KOIS BROTHERS EQUIPMENT CO	103371	03/17/2015	DUMP CYLINDER	03-5-03-35111	745.04
PINNACOL ASSURANCE	1750233	03/17/2015	GARBAGE COLLECTION	03-5-03-14211	1,797.89
ACE HARDWARE OF ALAMOSA	034341	03/19/2015	MASTER KEY/KEY YALE/PAPER ...	03-5-03-37932	15.70
ACE HARDWARE OF ALAMOSA	34418	03/23/2015	KEY SCHLAGE/KEY MASTER/RIN...	03-5-03-22791	11.65
RIO GRANDE MOTOR PARTS CO,...	107943	03/25/2015	HYD HOSE/8G-8FJX	03-5-03-35111	37.74
AIRGAS USA, LLC	9037704466	03/26/2015	RESP PRTCLT N95	03-5-03-35381	26.80
MHC KENWORTH - PUEBLO	T00325600400306	03/26/2015	LED LIGHT	03-5-03-35111	225.00
MONTE VISTA COOP	1523	03/27/2015	PROPANE FILL	03-5-03-37932	15.46
INTERLINE BRANDS., INC	333439164	03/27/2015	TORK TOWEL HAND MULTIFOLD	03-5-03-22791	17.65
KOIS BROTHERS EQUIPMENT CO	51047	03/30/2015	CASTRS RUBBER 6X2 SWIVEL (D...	03-5-03-35381	752.55
WEX BANK	40371871	03/31/2015	SANITATION	03-5-03-22111	3,230.82
SAN LUIS VALLEY REGIONAL SOL...	MARCH 2015	03/31/2015	MARCH LANDFILL CHARGES	03-5-03-37931	8,303.48
MYERS BROTHERS TRUCK & TR...	38286	03/06/2015	PROGRAMMED #2 INJECTOR TR...	03-5-03-35111	50.00
HAYNIES, INC.	992646	04/13/2015	OIL/FUEL/AIR FILTERS	03-5-03-35111	57.52
ALTA FUELS	090625	04/14/2015	DIESEL 2 CA #04	03-5-03-22111	13.85
ROCKY MOUNTAIN HOME HEAL...	721901	04/17/2015	SINUS RELIEF/BURN JET/WATER...	03-5-03-22791	37.74
ACE HARDWARE OF ALAMOSA	34735	04/02/2015	SOFTSOAP/KEY MASTER BLUE	03-5-03-22791	11.65
AUTOZONE	3424190202	04/03/2015	K&N AIR FILTER	03-5-03-35111	47.42
HAYNIES, INC.	991338	04/03/2015	OIL FILTER	03-5-03-35111	3.83
TOWN & COUNTRY CAR & TRU...	13961	04/04/2015	TRANS FILTER/SCREEN ASY/GA...	03-5-03-35111	33.33
PENNY K. PETTY	415601	04/06/2015	DENIM SHIRTS - KATHERINE M...	03-5-03-37932	104.00
PENNY K. PETTY	415601	04/06/2015	T SHIRTS - K. MARTINEZ	03-5-03-37932	20.00
PENNY K. PETTY	415601	04/06/2015	T SHIRTS - K. MARTINEZ	03-5-03-37932	65.00
HAYNIES, INC.	991705	04/06/2015	AIR/OIL/FILTERS	03-5-03-35111	62.74
ACE HARDWARE OF ALAMOSA	34866	04/07/2015	D-CON MOUSE BAIT/ROPE H B...	03-5-03-22791	13.92
HAYNIES, INC.	991762	04/07/2015	AIR FILTER	03-5-03-35111	80.81
XCEL ENERGY	53-1028550-4040815	04/08/2015	701 ROSS AVE APT A	03-5-03-33411	13.40
XCEL ENERGY	53-1028550-4040815	04/08/2015	TRASH MASHER 2123 OLD AIRP...	03-5-03-33411	582.41
HAYNIES, INC.	991971	04/08/2015	DIESL EXST FLD 2.5 GA	03-5-03-35111	25.68
MONTE VISTA COOP	2477	04/09/2015	PROPANE FILL	03-5-03-37932	15.46
ACE HARDWARE OF ALAMOSA	34942	04/09/2015	KEY YALE Y-B ACE Y13/HILLMAN...	03-5-03-22791	4.28

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACE HARDWARE OF ALAMOSA	34946	04/09/2015	RAKE BOW FIBER 16T ACE	03-5-03-37932	19.79
Department 03 - SANITATION DEPARTMENT Total:					17,541.67

Department: 05 - SEWAGE TREATMENT

FEDEX	2-936-60778	02/12/2015	SHIPPING CHARGES	03-5-05-31651	11.30
XCEL ENERGY	53-1114279-7040315	03/12/2015	1204 OLD AIRPORT RD	03-5-05-33411	9,497.70
ACE HARDWARE OF ALAMOSA	34212	03/16/2015	RUST REMOVER/PUMIE FLEXI-S...	03-5-05-22791	7.16
PINNACOL ASSURANCE	1750233	03/17/2015	SEWAGE TREATMENT-SEWAGE	03-5-05-14211	125.53
TED D. MILLER ASSOCIATES INC.	4959	03/17/2015	CALIBRATION 3 FLOW METERS...	03-5-05-38844	536.25
AMWEST CONTROL, INC.	7961	03/19/2015	WWTP SCADA UPGRADE PROJE...	03-5-05-70521	77,222.00
ENVIRONMENTAL RESOURCE A...	748370	03/20/2015	PH/PH WASTEWATR	03-5-05-31651	151.22
FISHER SCIENTIFIC CO LLC	3406008	03/25/2015	DETERGENT/GLOVE VINYL/HAZ...	03-5-05-22391	416.22
HUSMANN PLUMBING	14082	03/31/2015	BLACK FLOW TEST/SHOP FEES-...	03-5-05-35211	51.50
WEX BANK	40371871	03/31/2015	WWTP	03-5-05-22111	21.86
VALLEY LOCK & SECURITY	R 12031	03/31/2015	MONITORING	03-5-05-35211	75.00
SUNEDISON, LLC	00751504035462	04/01/2015	WWTP - UTILITIES	03-5-05-33411	4,219.82
SDC LABORATORY, INC.	16631	04/10/2015	WW REG 85 ANALYSES EFFLUE...	03-5-05-31651	1,995.00
PAYPAL	INV0001667	04/14/2015	LASER JET PRO WWTP	03-5-05-22791	248.26
FEDEX	5-002-86861	04/16/2015	SHIPPING CHARGES	03-5-05-31651	32.16
HUSMANN PLUMBING	14110	04/03/2015	BACKFLOW TEST/SHOP FEES	03-5-05-22791	51.50
HUSMANN PLUMBING	14120	04/03/2015	SERVICE LABOR INSTALL WWTP...	03-5-05-35211	1,025.58
ALTA FUELS	244466	04/03/2015	HUMBLE HYDRAULIC/MOILEGE...	03-5-05-38844	255.14
ALTA FUELS	244643	04/06/2015	MOBILGEAR 600 XP-220/38LB ...	03-5-05-22111	128.44
ACE HARDWARE OF ALAMOSA	34872	04/07/2015	PRIMER PVC PURPLE/CEMENT ...	03-5-05-38844	18.43
Department 05 - SEWAGE TREATMENT Total:					96,090.07

Department: 06 - WATER TREATMENT

MKF TECHNOLOGIES, INC	Q15-2055-SG	01/09/2015	PRE REDUCED AS STANDARD H...	03-5-06-34106	4,369.00
PINNACOL ASSURANCE	1750233	03/17/2015	WATER TREATMENT - WATER	03-5-06-14211	16.68
VALLEY ELECTRIC	24407	03/24/2015	WATER TREATMENT-BLOWN F...	03-5-06-38844	37.50
ZENON ENVIRONMENTAL COR...	97656416	03/25/2015	MEMBRANE REPLACEMENT	03-5-06-38844	108,914.07
GOBINS INC	2813405-0	03/30/2015	WTP-B&W	03-5-06-22791	4.29
GOBINS INC	2813405-0	03/30/2015	WTP-COLOR	03-5-06-22791	34.69
WEX BANK	40371871	03/31/2015	WTP	03-5-06-22111	87.68
SHERWIN WILLIAMS	8026-0	03/31/2015	MURIATIC ACID GL-STX	03-5-06-22391	104.80
VALLEY LOCK & SECURITY	R 12027	03/31/2015	MONITORING	03-5-06-34105	75.00
SDC LABORATORY, INC.	16631	04/10/2015	BACTERIA ANALYSES FOR STATE...	03-5-06-31651	250.00
HACH COMPANY	9328011	04/10/2015	FERROVER IRON REAGENT	03-5-06-22391	153.09
SHERWIN WILLIAMS	8598-8	04/17/2015	MURIATIC ACID GL-STX	03-5-06-22391	78.60
ACCUTEST MTN. STATES, INC	D4-61856	04/17/2015	ARSENIC, ICP-MS,METALS SIGES...	03-5-06-31651	75.00
UPS	9W67Y1165	04/18/2015	SHIPPING CHARGES	03-5-06-31651	47.98
COLORADO RURAL WATER ASS...	9130	04/02/2015	CRWA ANNUAL CONFERENCE	03-5-06-32111	220.00
OCPO	INV0001645	04/21/2015	TESTING - ROY SANCHEZ APPLI...	03-5-06-32111	90.00
ROY SANCHEZ	INV0001659	04/22/2015	MEAL REIMBURSEMENT - CRWA...	03-5-06-32111	167.00
XCEL ENERGY	53-1028550-4040815	04/08/2015	702 BELL AVE	03-5-06-33411	6,105.58
Department 06 - WATER TREATMENT Total:					120,830.96
Fund 03 - ENTERPRISE FUND Total:					295,369.93

Fund: 06 - CEMETERY ENDOWMENT**Department: 59 - CEMETERY ENDOWMENT**

L L JOHNSON DISTRIBUTORS	80669900	03/20/2015	BODY PACKAGE/NOZZLE&STAT...	06-5-59-43411	3,125.40
LA GARITA MOUNTAIN NURSER...	INV0001638	04/17/2015	8' BLUE SPRUCE	06-5-59-43621	1,240.00
ACE HARDWARE OF ALAMOSA	34783	04/03/2015	THREAD SEAL TAPE/COUPLE/B...	06-5-59-43411	33.44
Department 59 - CEMETERY ENDOWMENT Total:					4,398.84
Fund 06 - CEMETERY ENDOWMENT Total:					4,398.84

Fund: 13 - EMPLOYEE BENEFIT**Department: 62 - EMPLOYEE BENEFIT**

ALAMOSA COUNTY PUBLIC HEA...	15444	03/16/2015	HEP A VACCINES WELLNESS	13-5-62-14131	495.00
COLORADO CHOICE HEALTH PL...	INV0001664	04/14/2015	COA RX 03/16/15 - 03/31/15	13-5-62-14131	1,434.43
COLORADO CHOICE HEALTH PL...	INV0001596	04/02/2015	STOP LOSS PREMIUM	13-5-62-14111	13,954.54
COLORADO CHOICE HEALTH PL...	INV0001596	04/02/2015	LIFE PREMIUM	13-5-62-14112	638.30

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COLORADO CHOICE HEALTH PL...	INV0001596	04/02/2015	ADMIN FEES	13-5-62-14141	2,115.25
COLORADO CHOICE HEALTH PL...	INV0001665	04/23/2015	MEDICAL/DENTAL	13-5-62-14131	3,396.10
COLORADO CHOICE HEALTH PL...	INV0001666	04/23/2015	MEDICAL/DENTAL	13-5-62-14131	2,332.69
COLORADO CHOICE HEALTH PL...	INV0001669	04/28/2015	COA RX 04/01/15 - 04/15/15	13-5-62-14131	11,054.62
COLORADO CHOICE HEALTH PL...	INV0001594	04/07/2015	MEDICAL/DENTAL	13-5-62-14131	1,927.65
COLORADO CHOICE HEALTH PL...	INV0001595	04/09/2015	STOP LOSS PREMIUM	13-5-62-14111	12,863.96
COLORADO CHOICE HEALTH PL...	INV0001595	04/09/2015	AMIN FEES	13-5-62-14141	1,954.75
COLORADO CHOICE HEALTH PL...	INV0001595	04/09/2015	LIFE PREMIUM	13-5-62-14141	924.40
Department 62 - EMPLOYEE BENEFIT Total:					53,091.69
Fund 13 - EMPLOYEE BENEFIT Total:					53,091.69

Fund: 19 - COMMUNITY RECREATION

Department: 54 - LIBRARY

INGRAM LIBRARY SERVICE	82674917	01/05/2015	CREDIT MEMO	19-5-54-35101	-55.49
PINNACOL ASSURANCE	1750233	03/17/2015	LIBRARY	19-5-54-14211	81.35
ALAMOSA STATE BANK-VISA	0322-04/10/15	03/23/2015	LODGING - CHILDRENS LIBRARI...	19-5-54-32111	184.14
ALAMOSA STATE BANK-VISA	0587-04/10/15	03/23/2015	TAPE/BINDERS/TABS	19-5-54-21111	22.09
ALAMOSA STATE BANK-VISA	0587-04/10/15	03/23/2015	PATRON COMPUTER EARBUDS...	19-5-54-22791	32.00
ALAMOSA STATE BANK-VISA	0587-04/10/15	03/23/2015	PATRON COMPUTER EARBUDS	19-5-54-22791	25.00
ALAMOSA STATE BANK-VISA	0587-04/10/15	03/23/2015	PATRON COMPUTER EARBUDS/...	19-5-54-22791	31.14
ALAMOSA STATE BANK-VISA	0587-04/10/15	03/23/2015	PATRON COMPUTER EARBUDS/...	19-5-54-22791	42.00
ALAMOSA STATE BANK-VISA	0587-04/10/15	03/23/2015	PATRON COMPUTER EARBUDS	19-5-54-22791	25.00
ALAMOSA STATE BANK-VISA	0587-04/10/15	03/23/2015	AD BK ORDER	19-5-54-35101	52.38
ALAMOSA STATE BANK-VISA	0587-04/10/15	03/23/2015	AD BK ORDER	19-5-54-35101	86.48
ALAMOSA STATE BANK-VISA	0587-04/10/15	03/23/2015	AD BK ORDER	19-5-54-35101	46.48
ALAMOSA STATE BANK-VISA	0587-04/10/15	03/23/2015	AD BK ORDER	19-5-54-35101	55.38
ALAMOSA STATE BANK-VISA	0587-04/10/15	03/23/2015	AD BK ORDER	19-5-54-35101	43.99
ALAMOSA STATE BANK-VISA	0587-04/10/15	03/23/2015	AD BK ORDER	19-5-54-35101	45.88
ALAMOSA STATE BANK-VISA	0587-04/10/15	03/23/2015	AD BK ORDER	19-5-54-35101	110.37
ALAMOSA STATE BANK-VISA	0587-04/10/15	03/23/2015	AD BK ORDER	19-5-54-35101	43.88
ALAMOSA STATE BANK-VISA	0587-04/10/15	03/23/2015	AD BK ORDER	19-5-54-35101	29.38
ALAMOSA STATE BANK-VISA	0587-04/10/15	03/23/2015	AD BK ORDER	19-5-54-35101	26.48
KAPCO	1262718	03/25/2015	MATERIAL PROCESSING SUPP	19-5-54-22791	2,050.36
CROSSWINDS	109033	03/26/2015	SCOTCH TAPE 24 ROLLS	19-5-54-21111	60.96
GOBINS INC	2812082-0	03/26/2015	LIBRARY COLOR	19-5-54-21151	228.38
GOBINS INC	2812082-0	03/26/2015	LIBRARY MAINTENANCE SERVICE	19-5-54-21151	89.00
INGRAM LIBRARY SERVICE	84465474	03/26/2015	AD BK ORDER	19-5-54-35101	22.00
INGRAM LIBRARY SERVICE	84465475	03/26/2015	CHILD BK ORDER	19-5-54-35101	19.18
UNIQUE MANAGEMENT SERVIC...	304400	04/01/2015	COLLECTION EXPENSE - MARCH...	19-5-54-34511	50.00
GE MONEY BANK/AMAZON	INV0001663	04/10/2015	WATER FILTERS	19-5-54-21111	38.01
GE MONEY BANK/AMAZON	INV0001663	04/10/2015	FLATWALL DISPLAYS	19-5-54-22791	76.98
GE MONEY BANK/AMAZON	INV0001663	04/10/2015	CD-R SPINDLES	19-5-54-22791	122.98
GE MONEY BANK/AMAZON	INV0001663	04/10/2015	REFUND - CREDIT	19-5-54-35101	-5.20
GE MONEY BANK/AMAZON	INV0001663	04/10/2015	REFUND - CREDIT	19-5-54-35101	-5.00
GE MONEY BANK/AMAZON	INV0001663	04/10/2015	AD BK ORDER	19-5-54-35101	14.51
GE MONEY BANK/AMAZON	INV0001663	04/10/2015	AD BK ORDER	19-5-54-35101	67.98
GE MONEY BANK/AMAZON	INV0001663	04/10/2015	AD BK ORDER	19-5-54-35101	15.48
GE MONEY BANK/AMAZON	INV0001663	04/10/2015	AD BK ORDER	19-5-54-35101	18.98
GE MONEY BANK/AMAZON	INV0001663	04/10/2015	AD BK ORDER	19-5-54-35101	24.23
GE MONEY BANK/AMAZON	INV0001663	04/10/2015	AV ORDER	19-5-54-35102	79.26
GE MONEY BANK/AMAZON	INV0001663	04/10/2015	AV ORDER	19-5-54-35102	9.96
GE MONEY BANK/AMAZON	INV0001663	04/10/2015	AV ORDER	19-5-54-35102	19.53
GE MONEY BANK/AMAZON	INV0001663	04/10/2015	AV ORDER	19-5-54-35102	48.03
GE MONEY BANK/AMAZON	INV0001663	04/10/2015	AV ORDER	19-5-54-35102	111.47
GE MONEY BANK/AMAZON	INV0001663	04/10/2015	AV ORDER	19-5-54-35102	162.25
GE MONEY BANK/AMAZON	INV0001663	04/10/2015	JFJ EASY PRO CLEANING MACHI...	19-5-54-38822	149.13
COLORADO ASSOCIATION OF LI...	INV0001637	04/17/2015	CAL ORGANIZATIONAL MEMBE...	19-5-54-32311	125.00
OUTBACK MERCHANT MAPS	INV0001646	04/17/2015	ADVERTISEMENT-MERCHANT ...	19-5-54-33111	300.00
INGRAM LIBRARY SERVICE	84562284	04/02/2015	AD BK ORDER	19-5-54-35101	11.75
INTERLINE BRANDS., INC	333985497	04/03/2015	PHOTOCOPY PAPER - 6 CASES	19-5-54-21151	181.74
JADE COMMUNICATIONS LLC	INV0001598	04/06/2015	INTERNET SERVICES - LIBRARY	19-5-54-35341	167.98

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INGRAM LIBRARY SERVICE	84628546	04/07/2015	AD BK ORDER	19-5-54-35101	1,002.48
INGRAM LIBRARY SERVICE	84628547	04/07/2015	AV ORDER	19-5-54-35102	485.48
INGRAM LIBRARY SERVICE	84628548	04/07/2015	CHILD BK ORDER	19-5-54-35101	556.48
INGRAM LIBRARY SERVICE	84628549	04/07/2015	AD BK ORDER	19-5-54-35101	28.60
INGRAM LIBRARY SERVICE	84628550	04/07/2015	CHILD BK ORDER	19-5-54-35101	9.34
CROSSWINDS	109230	04/09/2015	COLORED PHOTOCOPY PAPER	19-5-54-21111	76.71
INGRAM LIBRARY SERVICE	84673386	04/09/2015	AD BK ORDER	19-5-54-35101	194.91
INGRAM LIBRARY SERVICE	84673387	04/09/2015	AV ORDER	19-5-54-35102	104.47
INGRAM LIBRARY SERVICE	84673388	04/09/2015	CHILD BK ORDER	19-5-54-35101	164.94
Department 54 - LIBRARY Total:					7,806.27

Department: 66 - COMMUNITY RECREATION

ACE HARDWARE OF ALAMOSA	34422	02/23/2015	HILLMAN FASTENERS	19-5-66-41101	7.45
GLOBAL EQUIPMENT CO	107837968	03/12/2015	CHROME WIRE SHELF W/CLIPS/...	19-5-66-38822	87.90
FREMAREK, INC	0547189	03/13/2015	RESTORER 05/HI-TIDE RTU DISI...	19-5-66-22411	255.32
INTERLINE BRANDS., INC	332325888	03/13/2015	HEALTH GARDS URINAL CHERRY	19-5-66-22411	143.13
WORTHINGTON DIRECT	602287	03/13/2015	BT04 LIGHTWEIGHT FOLDING T...	19-5-66-38822	832.75
CED, INC.	758825	03/13/2015	78422 MR16 DIM/LED LAMP	19-5-66-35211	204.00
CHARTER COMMUNICATIONS	INV0001578	03/13/2015	PUBLIC WIRELESS INTERNET	19-5-66-33211	40.30
VALLEY LOCK & SECURITY	P 23458	03/16/2015	LABOR-WIRED FIRE ALARM PA...	19-5-66-35211	285.00
VALLEY LOCK & SECURITY	P 23458	03/16/2015	FIRE MONITORING	19-5-66-35341	303.24
PINNACOL ASSURANCE	1750233	03/17/2015	PARKS - OFFICE	19-5-66-14211	816.39
FERGUSON ENTERPRISES, INC #...	4448740	03/18/2015	TOILET FLUSH VALVE	19-5-66-35211	392.96
ACE HARDWARE OF ALAMOSA	34323	03/19/2015	Y BRASS HOSE W/SHUTOFF/HO...	19-5-66-35211	21.58
INTERLINE BRANDS., INC	332876630	03/20/2015	MATBATH LATEX FEEWE	19-5-66-22411	58.99
INTERLINE BRANDS., INC	332876663	03/20/2015	APPEAL TRIGER SPRAYER GIP R...	19-5-66-22411	119.53
VALLEY LOCK & SECURITY	P 23489	03/20/2015	CAM BAR X2	19-5-66-35211	4.16
ALAMOSA STATE BANK-VISA	0314-04/10/15	03/23/2015	TREE BOARD LUNCH	19-5-66-22791	21.88
ALAMOSA STATE BANK-VISA	0314-04/10/15	03/23/2015	REC BOARD LUNCH	19-5-66-22791	23.11
ALAMOSA STATE BANK-VISA	0314-04/10/15	03/23/2015	GNGR ALE/SODA/COOKIES-FAT...	19-5-66-32611	65.40
ALAMOSA STATE BANK-VISA	0314-04/10/15	03/23/2015	YOUTH VB MEDALS	19-5-66-32611	83.71
ALAMOSA STATE BANK-VISA	0538-04/10/15	03/23/2015	CPRA MEMBERSHIP DUES	19-5-66-32311	130.00
VALLEY ELECTRIC	24406	03/24/2015	VAC CAPACITOR	19-5-66-35211	58.31
ACE HARDWARE OF ALAMOSA	34468	03/24/2015	CORNSAVR 3/4"X4' STICK ON/...	19-5-66-35211	20.04
BSN SPORTS/COLLEGIATE PACIF...	96802986	03/25/2015	MESH BALL NET-WHITE/MAC B...	19-5-66-32611	366.46
GOBINS INC	2812082-0	03/26/2015	P&R COLOR	19-5-66-35341	91.65
GOBINS INC	2812082-0	03/26/2015	P&R MAINTENANCE SRVS	19-5-66-35341	44.50
VALLEY LOCK & SECURITY	P 23563	03/26/2015	PIS BACK-UPS/MINI VID BALUN...	19-5-66-35341	3,806.40
NEW MEXICO CLAY	SI-305984	03/26/2015	POST/6" WOOD MODELING TO...	19-5-66-32611	1,023.88
INTERLINE BRANDS., INC	333439206	03/27/2015	PURELL INSTANT HAND SANITIZ...	19-5-66-22411	312.38
HUSMANN PLUMBING	14079	03/30/2015	12X12 RUBER SHT PK (GOLF CO...	19-5-66-22791	3.76
CARROT TOP INDUSTRIES	25565200	03/30/2015	5X8' VALLEY FORGE US FLAG/SH...	19-5-66-22791	573.95
TINYLNKLING.COM, LLC	8502	03/31/2015	OCTAGONAL TUMBLERS	19-5-66-32611	768.00
VALLEY LOCK & SECURITY	R 12028	03/31/2015	MONITORING	19-5-66-35341	75.00
XCEL ENERGY	53-1142143-3040115	04/01/2015	2222 OLD SANFORD RD APT REC	19-5-66-33411	3,419.45
O & V PRINTING	43894	04/10/2015	1000 SOFTBALL LINE-UP SHEETS	19-5-66-32611	176.61
OUTBACK MERCHANT MAPS	INV0001647	04/17/2015	ADVERTISEMENT	19-5-66-33111	300.00
HOLIDAY INN EXPRESS-INN AND...	INV0001661	04/23/2015	LODGING FOR ICE FEST	19-5-66-46130	498.00
TRINCHERA H&R, INC.	INV0001672	04/28/2015	PARKS & REC	19-5-66-32111	275.00
INTERLINE BRANDS., INC	333982489	04/03/2015	HAND TOWELS/BATH TISSUE	19-5-66-22411	65.21
INTERLINE BRANDS., INC	333985463	04/03/2015	BATH TISSUE/PAPER TOWELS	19-5-66-22411	390.58
TOTAL OFFICE SOLUTIONS	0228070-001	04/06/2015	MARKER, FL, GLO-5/ST/PEN, PR...	19-5-66-21111	30.49
SHERWIN WILLIAMS	8204-3	04/06/2015	DURACRAFT SA ULTRA (SOCCER...	19-5-66-32611	232.90
EARLY CHILDHOOD COUNCIL	263	04/07/2015	SUPPORT OF BUBBLES,BULLS, &...	19-5-66-32611	300.00
ALAMOSA YOUTH WRESTLING	INV0001587	04/07/2015	MARCH 7 SALIDA ENTRY FEES - ...	19-5-66-32611	360.00
ALAMOSA YOUTH WRESTLING	INV0001587	04/07/2015	MARCH 14 MONTE VISTA ENTRY...	19-5-66-32611	410.00
ALAMOSA YOUTH WRESTLING	INV0001587	04/07/2015	MARCH 28 CENTER ENTRY FEES ...	19-5-66-32611	330.00
ALAMOSA YOUTH WRESTLING	INV0001587	04/07/2015	MARCH 21 SAGUACHE ENTRY F...	19-5-66-32611	355.00
ALAMOSA YOUTH WRESTLING	INV0001587	04/07/2015	APRIL 4 DEL NORTE ENTRY FEES ..	19-5-66-32611	365.00
SKIBALLS RUNNING WORLD	7533	04/08/2015	SAFETY GREEN SS T'S/ROYAL SS...	19-5-66-32611	150.00

Expense Approval Report**Payment Dates: 4/1/2015 - 4/30/2015**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WSB ERECYCLERS, LLC	2666	04/09/2015	RECYCLING FEE FOR STEREO	19-5-66-22791	8.00
Department 66 - COMMUNITY RECREATION Total:					18,707.37
Fund 19 - COMMUNITY RECREATION Total:					26,513.64
Grand Total:					645,881.95

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Receive April 2015 Monthly Reports

ATTACHMENTS:

Description

Type

📎 Monthly Reports for April 2015

Cover Memo

COUNCIL COMMUNICATION

DATE May 20, 2015	AGENDA NO.C. 8. a	SUBJECT: City Manager Monthly Report for April 2015
Department Head:		
City Manager: Heather Brooks		
PRESENTED BY: Heather Brooks		

The following reports cover the activities of the City's various departments. Below is a statement regarding major issues covered by the City Manager's Office. Additional information is provided in the bi-weekly updates from the City Manager to the Council.

April 2015 Report

- Weekly Leadership Team meetings
- Monthly meeting with Councilor Coleman
- Lunch with Joelle Boos-Medina
- Rio Grande Water Leaders' Course
- Lunch with Christina Gallegos
- Meeting with Preston Porter
- Weekly meeting with Mayor and City Clerk
- Monthly meeting with Councilor Griego
- Recreation Board Meeting
- Monthly meeting with Councilor Stefano
- Monthly meeting with Councilor Gillaspie
- Hobby Town Grand Opening
- City Clerk hiring process
- Monthly KGIW Radio Show
- Met with Marilyn Loser, Chairman of the Alamosa Tree Board
- Attended Justice Center Task Force meeting
- Meeting with Matt Abbey
- Met with Councilor Griego and Oliva Mendoza, Director of Minority Business Office with OEDIT
- 25-Year Tree City Photo
- Met with local business owners to discuss proposed mobile food vending ordinance
- Monthly meeting with Councilor Johnson
- City Supervisor Training
- Met with Police Chief to discuss take-home vehicle program
- Monthly ACEDC Board meeting
- Monthly Golf Board meeting
- Water Team meeting
- Meeting with Councilor Griego
- Met with Suzanne Beauchaine, Refuge Manager

- Met with Valley Leaders and representatives from UAS industry
- Hosted Administrative Professionals Lunch for City employees
- Ice Ring Team meeting
- Attended Alamosa County's Foundation Leaders' Listening Tour
- Economic Development Team meeting
- Comprehensive Plan Steering Committee meeting
- Meeting with Councilor Johnson
- Work session to discuss deer
- SID conference call

COUNCIL COMMUNICATION

DATE: May 20, 2015	AGENDA NO.	SUBJECT: Finance April 2015 Monthly report.
Department Head: Amanda McDonald		
City Manager: Heather Brooks		
PRESENTED BY: Amanda McDonald		

Recommendation

Staff respectfully recommends that Council accept the Monthly Financial Report for April 2015.

Background

Attached for your review and information is the Monthly Financial Report for April 2015. The report, which pertains to the City's General fund, has been condensed this month with our new reporting abilities. The report shows the fiscal and period activity within the same report, making it easier to read and understand the City's current position. General fund Expenditures can now be found in the Monthly Expenditure Report.

General Fund Revenue

Total revenue for April was \$558,282.75. The City received payment for 2015 Sales Tax from the county in the amount of \$229,899.81. Sales Tax (*general*) revenue for April totaled \$186,261.33. It is anticipated that sales tax revenues will continue to increase over last year's totals as the economy continues to stabilize.

Retail Sales Tax Licenses

There were three businesses that applied for a new sales tax license. Staff continues to pursue new opportunities to attract businesses to the area. There were no sales tax license termination during April.

Issue

Does the City Council wish to accept the attached financial report?

Attachments

Monthly Revenue Report for April 2015.

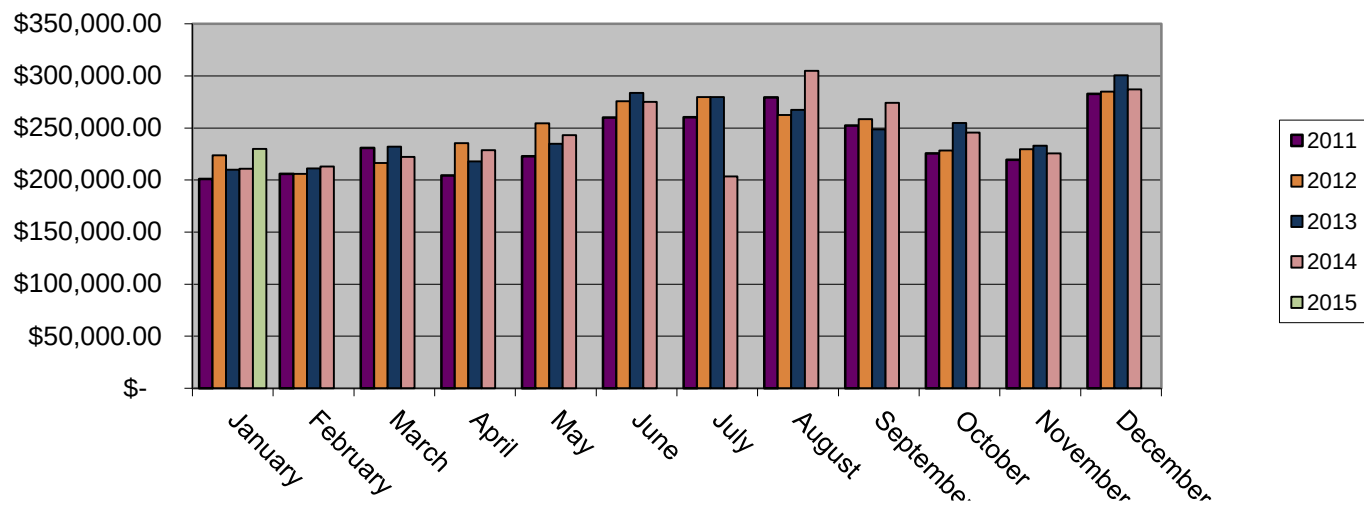
Sales Tax Trends

Sales Tax (1.2%) Revenue

Distributions from Alamosa County

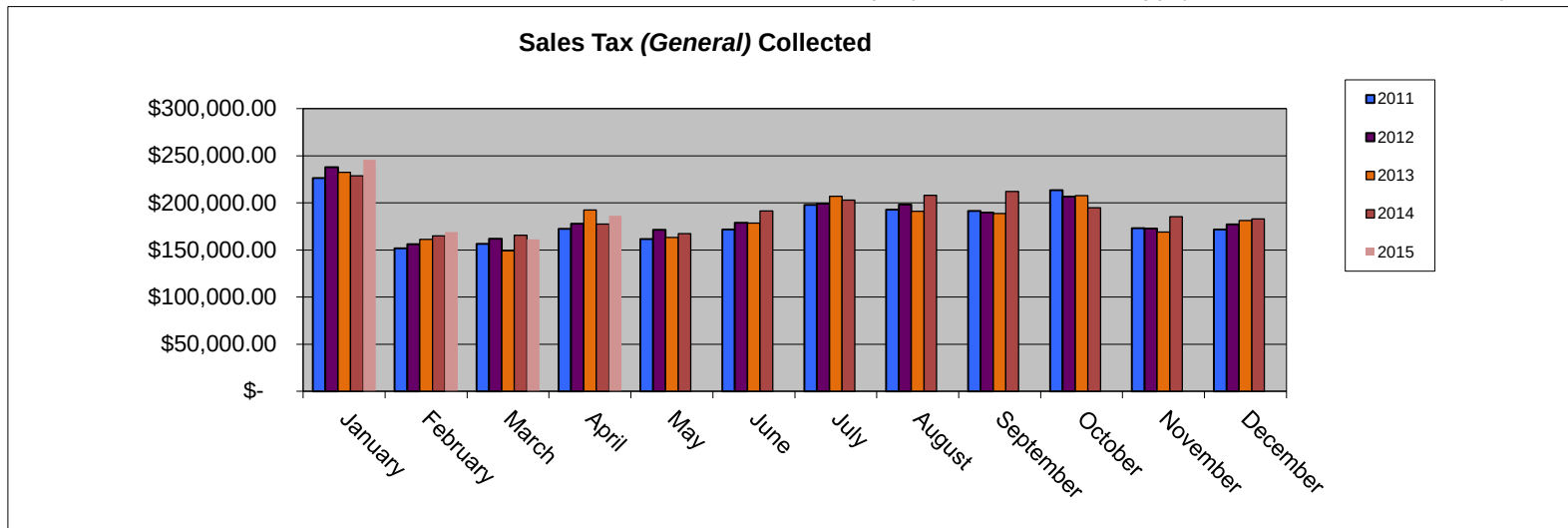
	2011	2012	+/-	2013	+/-	2014	+/-	2015	+/-
January	\$ 201,073.43	\$ 223,802.43	\$22,729.00	\$ 210,015.04	\$13,787.39	\$ 210,972.60	\$957.56	\$ 229,899.81	\$18,927.21
February	\$ 206,065.50	\$ 206,057.34	\$8.16	\$ 211,137.43	\$5,080.09	\$ 212,858.27	\$1,720.84	\$ -	
March	\$ 230,713.37	\$ 216,399.86	\$14,313.51	\$ 231,953.86	\$15,554.00	\$ 222,209.89	\$9,743.97	\$ -	
April	\$ 204,376.84	\$ 235,522.30	\$31,145.46	\$ 217,824.87	\$17,697.43	\$ 228,725.50	\$10,900.63	\$ -	
May	\$ 222,884.56	\$ 254,426.23	\$31,541.67	\$ 234,801.35	\$19,624.88	\$ 243,102.95	\$8,301.60	\$ -	
June	\$ 259,926.13	\$ 275,796.41	\$15,870.28	\$ 283,652.86	\$7,856.45	\$ 274,989.85	\$8,663.01	\$ -	
July	\$ 260,395.13	\$ 279,597.81	\$19,202.68	\$ 279,630.81	\$33.00	\$ 203,553.58	\$76,077.23	\$ -	
August	\$ 279,436.27	\$ 262,655.52	\$16,780.75	\$ 267,390.53	\$4,735.01	\$ 305,013.72	\$37,623.19	\$ -	
September	\$ 252,466.79	\$ 258,400.18	\$5,933.39	\$ 248,761.04	\$9,639.14	\$ 274,336.17	\$25,575.13	\$ -	
October	\$ 225,721.81	\$ 228,293.45	\$2,571.64	\$ 254,801.88	\$26,508.43	\$ 245,612.67	\$9,189.21	\$ -	
November	\$ 219,364.07	\$ 229,666.27	\$10,302.20	\$ 232,852.93	\$3,186.66	\$ 225,495.94	\$7,356.99	\$ -	
December	\$ 282,840.27	\$ 285,077.55	\$2,237.28	\$ 300,582.70	\$15,505.15	\$ 287,071.31	\$13,511.39	\$ -	
	\$2,845,264.17	\$2,955,695.35	\$110,431.18	\$2,973,405.30	\$17,709.95	\$2,933,942.45	\$39,462.85	\$229,899.81	\$18,927.21
			3.88%		0.60%		-2.84%		1.36%

Sales Tax (1.2%) Collected



Sales Tax (General) Revenue

	2011	2012	2013	+/-	2014	+/-	2015	+/-
January	\$ 226,350.44	\$ 237,859.72	\$ 232,582.21	(5,277.51)	\$ 228,841.89	(3,740.32)	\$ 245,612.67	16,770.78
February	\$ 151,899.61	\$ 156,346.03	\$ 161,332.61	4,986.58	\$ 165,102.19	3,769.58	\$ 169,139.64	4,037.45
March	\$ 156,469.34	\$ 161,999.98	\$ 148,955.98	(13,044.00)	\$ 165,616.82	16,660.84	\$ 161,309.27	(4,307.55)
April	\$ 172,455.71	\$ 177,992.53	\$ 192,362.63	14,370.10	\$ 177,478.35	(14,884.28)	\$ 186,261.33	8,782.98
May	\$ 161,582.25	\$ 171,303.35	\$ 163,469.94	(7,833.41)	\$ 167,476.56	4,006.62	\$ -	
June	\$ 171,964.18	\$ 178,782.28	\$ 178,562.07	(220.21)	\$ 191,354.09	12,792.02	\$ -	
July	\$ 197,738.72	\$ 199,239.39	\$ 206,918.52	7,679.13	\$ 203,027.30	(3,891.22)	\$ -	
August	\$ 192,751.80	\$ 198,186.94	\$ 191,188.42	(6,998.52)	\$ 208,217.17	17,028.75	\$ -	
September	\$ 191,437.88	\$ 189,666.67	\$ 188,740.90	(925.77)	\$ 212,047.38	23,306.48	\$ -	
October	\$ 213,492.63	\$ 206,768.67	\$ 207,583.21	814.54	\$ 194,753.81	(12,829.40)	\$ -	
November	\$ 173,001.53	\$ 172,785.28	\$ 169,025.55	(3,759.73)	\$ 185,245.27	16,219.72	\$ -	
December	\$ 171,671.97	\$ 177,125.12	\$ 181,259.86	4,134.74	\$ 183,012.81	1,752.95	\$ -	
Total	\$2,180,816.06	\$ 2,228,055.96	\$ 2,221,981.90	(6,074.06)	\$ 2,282,173.64	60,191.74	\$ 762,322.91	25,283.66
				-0.27%		3.62%		1.47%



City of Alamosa
Monthly Activities Report
April 2015
Public Works Department

Streets: The Street Department replaced storm drain inlet and lateral on Victoria between Vigil Way and Church Ave. Potholes were patched, soft spots repaired, missing street signs were replaced. Alley grading is ongoing. Repairs were made on equipment and the bumper pull distributor for truck mount was re designed.

Solid Waste: Commercial waste hauled totaled 300 T., residential 179 T. Four toters were delivered for new residential accounts, eleven new yard waste toters were delivered. Eight dumpsters were repaired and seven toters.

Recycling: A total of 65 bales of various materials were collected and baled. Forty nine bales were shipped; totaling 27.18 T. Land fill savings totaled \$464.78. Revenues were \$2,476.66.

Building Inspection: Seven building permits were issued for a total valuation of \$ 143,719.50. Building permit fees collected were \$1,200.00 and construction use tax totaled \$1,402.20. A total of 19 various inspections were conducted. Two certificates of occupancy were issued for a single family dwelling and one for a commercial project. Four limited and two general contractor licenses were issued.

Water: A total of 70,140,000 gallons of water were treated and pumped for municipal use. Water treatment plant production totaled 52,029,981 gallons. The total pumped for the front nine at the golf course was 2,843,000 gallons; back nine 2,967,000 gallons. Turn off/ons for occupant change and repairs totaled 54. Twenty three curb stops were cleaned. The water main was repaired on La Veta Ave. Fifteen bad order meters were repaired at the shop. The old valve boxes on Second and San Juan and Edison were removed after water line was replaced. Trenches were repaired after water taps were installed on First St. and 9th St. Locates were done on Briarwood to verify size for upcoming SID. The leak on backflow device at cemetery was repaired. The water main on Sunset Dr. was potholed for the upcoming storm line replacement.

Wastewater: Total discharge for the month: 38.88 million gallons. Worked on aeration basins; grease bar screen. Completed the PH and temperature sampling on river upstream. Wet test samples were collected and sent to Sea Crest. Replaced oil in clarifier #2; assisted with membrane replacement at the WTP. The headworks and UV room were sprayed down. The bottom fan on the control panel in MCC room was changed out and the valve on waste pump #2 was worked on.

East Alamosa: A total of 3,788,658 gallons of water were treated and supplied to East Alamosa. Rereads were completed. A leak was repaired at 174 Costilla. The motor was reinstalled at Rodeo lift station after it was sent in for repairs. McKinney lift station was cleaned, three manholes cleaned, twelve sewers checked for plugs, three unplugged.

Sewer: One new sewer service was installed. Sixteen sewers were inspected, nineteen checked for plugs at customer's request. Twenty five blocks of sewer line were cleaned, two manholes raised. The pump was pulled at 14th and Alamosa storm lift station for repairs. Re-tapped ASU pool on Sunset Dr. that was missed after storm line was replaced. Pumped and cleaned septic tank at golf course and raised access hatches; installed manhole covers and pumped tank at Carroll Park ice rink. Dug up sewer lines on Sunset for storm line replacement. Pulled pumps at West 11th, Murphy and 20th, and Moose Way lift stations and cleaned impellers of debris.

Alamosa Fire Department

Department Report for April 2015

The Alamosa Fire Department responded to fifty three calls within the City Limits and fourteen calls outside the City Limits. In addition to paged fire calls, Officers also responded to an additional five calls.

City Call Comparisons

Year	Monthly Comparison	Total City Calls Year to Date
2015	53*	197
2014	48**	197

* Includes 40 Airport Flight Standbys ** includes 40 Airport Flight Standbys

Inspections

Wendy's

Burger King

Taco Bell

Ascension Counseling

Mc Donald's

Alamosa Home Furnishings

Alamosa Schools K-2 Building

Head Start Boyd Building

Fire Prevention/Station Tours

The Department hosted three station tours

Training:

Firefighters logged a combined total 45 hours of in house training during the month.

Mutual Aid Assists

The Alamosa Fire Department assisted the La Jara Fire Department with a structure fire.

AFD

Incident Type Report (Summary)

**Alarm Date Between {04/01/2015} And
{04/30/2015} and Station = "1"**

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	1	1.89%	\$320,000	100.00%
113 Cooking fire, confined to container	1	1.89%	\$0	0.00%
151 Outside rubbish, trash or waste fire	1	1.89%	\$0	0.00%
	3	5.66%	\$320,000	100.00%
3 Rescue & Emergency Medical Service Incident				
322 Motor vehicle accident with injuries	1	1.89%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	2	3.77%	\$0	0.00%
	3	5.66%	\$0	0.00%
4 Hazardous Condition (No Fire)				
412 Gas leak (natural gas or LPG)	2	3.77%	\$0	0.00%
	2	3.77%	\$0	0.00%
5 Service Call				
531 Smoke or odor removal	1	1.89%	\$0	0.00%
571 Cover assignment, standby, moveup	40	75.47%	\$0	0.00%
	41	77.36%	\$0	0.00%
7 False Alarm & False Call				
735 Alarm system sounded due to malfunction	3	5.66%	\$0	0.00%
745 Alarm system activation, no fire - unintentional	1	1.89%	\$0	0.00%
	4	7.55%	\$0	0.00%
Total Incident Count	53		Total Est Loss: \$320,000	

COUNCIL COMMUNICATION

DATE May 4, 2015	AGENDA NO.C. 8. a	SUBJECT: IT Director Monthly Report for April 2015
Department Head: 		
City Manager:		
PRESENTED BY: James A. Belknap		

Below is a statement regarding major issues covered by the City IT Department:

April 2015 Report

- Installed and configured a test server for the Digital Ally VU Vault trial.
- Created a List Server for the Library. This List Server will allow the library staff to communicate with patrons that subscribe (or opt in) to the List Server.
- Website: Since launching our new website in January of this year, we continue to experience a large number of attacks and hack attempts. This is normal during a new site launch. We will continue to monitor and respond to all attack attempts.
- Attended the annual IT Roadmap conference in Denver.
- Backup Services failure. On Saturday the 11th of April our backup server reported several failures in the creation of new backup. Upon review it was determined to be a malfunctioning VMware server that was falsely reporting the failure. All backup systems are functioning normally.
- Attended a product demo on Mobile Video Recording (MVR) systems for our PD from WatchGuard.
- Attended a product demo on Mobile Video Recording (MVR) systems for our PD from Digital Ally.
- Installed and configured a demo unit of the Digital Ally Group Docking Station. This docking station allows the officers to plug in their demo body cams and automatically download them to the server, while charging the device.
- Configured and completed the install of the new Rec Center camera system.
- Patched all City owned computers to the latest patch and vulnerability fixes from Microsoft. This monthly patching helps protect our computers from malicious software, resolve general windows issues/bugs, and provide access to new windows features.
- Attended and created an HR training recording of the HR supervisor training session held on the 16th of April. This was part 2 in the series.
- Sanitation trouble shooting: Our sanitation station reported a network outage at their location, with trouble shooting we were able to determine that the underground cable between the Parks building and Sanitation was causing an issue. We have run a temporary cable and ordered new underground cable. This temporary fix has provided Sanitation with service until the new

permanent cable is received and installed. When the network was restored we discovered that the time clock on location was not working and replaced it with our only spare.

- Attended the spring CGAIT (Colorado Government Association of Information Technology) conference in Pueblo.

City of Alamosa: All Tickets
List of all tickets (55 items)
Generated on May 04, 2015 @ 09:28 am

Ticket #	Created by	Summary	Related to	Create Date	Close Date	Status	Priority	Days Open
2461	ccawley@ci.alamosa.co.us	issues with internet black screen		2015-04-03 @ 08:56 am	2015-04-03 @ 01:04 pm	closed	Med	< 1 day
2462	rmartinez2@ci.alamosa.co.us	Plans from Summit Engineering not coming in on Email		2015-04-03 @ 09:49 am	2015-04-03 @ 01:20 pm	closed	Med	< 1 day
2463	ccawley@ci.alamosa.co.us	If Michaela has access to HR drive please cancel her access		2015-04-03 @ 11:33 am	2015-04-03 @ 01:22 pm	closed	Med	< 1 day
2464	ccawley@ci.alamosa.co.us	New Hire Checklist		2015-04-03 @ 03:39 pm	2015-04-06 @ 08:59 am	closed	Med	2 days
2465	ccawley@ci.alamosa.co.us	Accident forms are not reflecting their name		2015-04-03 @ 03:43 pm	2015-04-03 @ 04:30 pm	closed	Med	< 1 day
2466	ccawley@ci.alamosa.co.us	form		2015-04-03 @ 03:44 pm	2015-04-06 @ 08:07 am	closed	Med	2 days
2467	pmartinez@ci.alamosa.co.us	Printing		2015-04-04 @ 12:41 pm	2015-04-07 @ 03:34 pm	closed	Med	3 days
2468	zcerny@ci.alamosa.co.us	MDT will not let me sign on again		2015-04-06 @ 08:07 am	2015-04-06 @ 08:58 am	closed	Med	< 1 day
2469	ccawley@ci.alamosa.co.us	DEPARTMENT PRINTER NOT PRINTING		2015-04-06 @ 12:46 pm	2015-04-06 @ 03:05 pm	closed	Med	< 1 day
2470	dalderton@ci.alamosa.co.us	protocol error mdt I7		2015-04-06 @ 12:47 pm	2015-04-06 @ 03:04 pm	closed	Med	< 1 day
2471	dalderton@ci.alamosa.co.us	protocol error again mdtI7		2015-04-06 @ 03:00 pm	2015-04-07 @ 10:02 am	closed	Med	< 1 day
2472	mabeyta@ci.alamosa.co.us	City hall/PD Teamviewer		2015-04-07 @ 08:02 am	2015-04-07 @ 04:08 pm	closed	Med	< 1 day
2473	ccawley@ci.alamosa.co.us	jOSE, CAN YOU PLEASE COMPLETE THE ID CARD, BADGE AND EMAIL ACCOUNT FOR THE 2 FIREFIGHTERS?		2015-04-07 @ 08:11 am	2015-04-07 @ 10:02 am	closed	Med	< 1 day
2474	rstrand@ci.alamosa.co.us	Catalog computer in library		2015-04-07 @ 08:33 am	2015-04-07 @ 09:15 am	closed	Med	< 1 day
2475	doakes@ci.alamosa.co.us	Pelco ONVIF2		2015-04-07 @ 01:07 pm	2015-04-09 @ 09:54 am	closed	Med	1 day
2476	amcdonald@ci.alamosa.co.us	Update internet items		2015-04-07 @ 03:44 pm	2015-04-07 @ 04:37 pm	closed	Med	< 1 day
2477	mabeyta@ci.alamosa.co.us	Not receiving ticket request e-mails		2015-04-08 @ 11:38 am	2015-04-08 @ 01:31 pm	closed	Med	< 1 day

City of Alamosa: All Tickets
List of all tickets (55 items)
Generated on May 04, 2015 @ 09:28 am

Ticket #	Created by	Summary	Related to	Create Date	Close Date	Status	Priority	Days Open
2478	jitrujillo@ci.alamosa.co.us	test		2015-04-08 @ 01:28 pm	2015-04-08 @ 01:32 pm	closed	Med	< 1 day
2479	mromero@ci.alamosa.co.us	Thumb drives		2015-04-08 @ 03:04 pm	2015-04-08 @ 03:06 pm	closed	Med	< 1 day
2480	wmarquez@ci.alamosa.co.us	adobe		2015-04-08 @ 04:33 pm	2015-04-08 @ 04:38 pm	closed	Med	< 1 day
2481	ccawley@ci.alamosa.co.us	Jim, a pinnacol email went to my yahoo account. I have never used my yahoo account on any personal business.		2015-04-09 @ 08:13 am	2015-04-09 @ 08:24 am	closed	Med	< 1 day
2482	mromero@ci.alamosa.co.us	video of old council meeting		2015-04-09 @ 08:52 am	2015-04-10 @ 01:03 pm	closed	Med	1 day
2483	tbrubacher@ci.alamosa.co.us	RMS not working		2015-04-09 @ 02:27 pm	2015-04-10 @ 08:49 am	closed	Med	< 1 day
2484	mromero@ci.alamosa.co.us	March 18th Council Meeting		2015-04-10 @ 12:49 pm	2015-04-10 @ 01:05 pm	closed	Med	< 1 day
2485	mromero@ci.alamosa.co.us	Minutes from March 18th Council Meeting		2015-04-10 @ 12:53 pm	2015-04-10 @ 01:02 pm	closed	Med	< 1 day
2486	jitrujillo@ci.alamosa.co.us	laptop for Michaela for Monday 4/13		2015-04-10 @ 02:08 pm	2015-04-15 @ 08:08 am	closed	Med	4 days
2487	wmarquez@ci.alamosa.co.us	hundreds of pages printing from tkindschuh		2015-04-10 @ 02:38 pm	2015-04-14 @ 02:37 pm	closed	Med	3 days
2488	dalderton@ci.alamosa.co.us	mdt 17 Alderton M drive		2015-04-13 @ 08:53 am	2015-04-13 @ 09:00 am	closed	Med	< 1 day
2489	mmartinson@ci.alamosa.co.us	Children's computer		2015-04-13 @ 10:27 am	2015-04-14 @ 02:37 pm	closed	Med	1 day
2490	staylor@ci.alamosa.co.us	Camera above children's computer area		2015-04-13 @ 10:34 am	2015-04-14 @ 08:00 am	closed	Med	< 1 day
2491	fhall@ci.alamosa.co.us	Kevin and Travis access		2015-04-14 @ 11:21 am	2015-04-15 @ 04:58 pm	closed	Med	1 day
2492	mmartinson@ci.alamosa.co.us	RPM Manager		2015-04-14 @ 01:54 pm	2015-04-14 @ 02:36 pm	closed	Med	< 1 day
2493	kprice@ci.alamosa.co.us	The Recycling Center office is in need of a printer.		2015-04-15 @ 02:48 pm		open	Med	18 days
2494	ccawley@ci.alamosa.co.us	Credentials and badge for Kylie Duarte		2015-04-15 @ 02:49 pm	2015-04-17 @ 10:40 am	closed	Med	1 day

City of Alamosa: All Tickets
List of all tickets (55 items)
Generated on May 04, 2015 @ 09:28 am

Ticket #	Created by	Summary	Related to	Create Date	Close Date	Status	Priority	Days Open
2495	jitrujillo@ci.alamosa.co.us	Complete 2015 Goal for Offline Locks Program card		2015-04-15 @ 04:59 pm	2015-04-15 @ 04:59 pm	closed	Med	< 1 day
2496	staylor@ci.alamosa.co.us	System error message		2015-04-16 @ 07:40 am	2015-04-16 @ 08:32 am	closed	Med	< 1 day
2497	mromero@ci.alamosa.co.us	PW Announcement		2015-04-16 @ 08:45 am	2015-04-16 @ 08:59 am	closed	Med	< 1 day
2498	ccawley@ci.alamosa.co.us	Please post this job or supervise while I post it. :)		2015-04-17 @ 09:03 am	2015-04-17 @ 10:16 am	closed	Med	< 1 day
2499	jscott@ci.alamosa.co.us	agenda for posting		2015-04-17 @ 03:25 pm	2015-04-17 @ 04:00 pm	closed	Med	< 1 day
2500	mromero@ci.alamosa.co.us	City website down?		2015-04-21 @ 02:11 pm	2015-04-21 @ 02:59 pm	closed	Med	< 1 day
2501	mromero@ci.alamosa.co.us	Replace Board & Commission info on website		2015-04-21 @ 02:26 pm	2015-04-21 @ 03:22 pm	closed	Med	< 1 day
2502	mromero@ci.alamosa.co.us	Post Board Vacancy Announcement and Applications to website		2015-04-21 @ 02:28 pm	2015-04-21 @ 04:48 pm	closed	Med	< 1 day
2503	mromero@ci.alamosa.co.us	News release on board vacancies		2015-04-21 @ 02:37 pm	2015-04-21 @ 04:47 pm	closed	Med	< 1 day
2504	rstrand@ci.alamosa.co.us	Badge problems		2015-04-22 @ 08:10 am	2015-04-22 @ 10:03 am	closed	Med	< 1 day
2505	wmarquez@ci.alamosa.co.us	RMS randomly deleting narratives		2015-04-22 @ 10:42 am	2015-04-22 @ 03:09 pm	closed	Med	< 1 day
2506	jscott@ci.alamosa.co.us	Planning /zba meeting		2015-04-22 @ 02:55 pm	2015-04-22 @ 04:56 pm	closed	Med	< 1 day
2507	jitrujillo@ci.alamosa.co.us	Worked on PD AP unit for Jim		2015-04-22 @ 04:39 pm	2015-04-22 @ 04:40 pm	closed	Med	< 1 day
2508	wmarquez@ci.alamosa.co.us	Since the instal of the new Adobe Acrobat I cannot convert PDF to word or xcel		2015-04-23 @ 09:58 am	2015-04-23 @ 04:54 pm	closed	Med	< 1 day
2509	amcdonald@ci.alamosa.co.us	laserfiche		2015-04-23 @ 10:09 am	2015-04-23 @ 04:55 pm	closed	Med	< 1 day
2510	aperea@ci.alamosa.co.us	channel 10 and website news release		2015-04-23 @ 04:44 pm	2015-04-24 @ 08:25 am	closed	Med	< 1 day
2511	jitrujillo@ci.alamosa.co.us	Make PW phone ring at Admin Assistant desk		2015-04-28 @ 02:43 pm	2015-04-28 @ 02:43 pm	closed	Med	< 1 day

City of Alamosa: All Tickets
List of all tickets (55 items)
Generated on May 04, 2015 @ 09:28 am

Ticket #	Created by	Summary	Related to	Create Date	Close Date	Status	Priority	Days Open
2512	hreynolds@ci.alamosa.co.us	Update city website building permit fee schedule		2015-04-29 @ 09:44 am	2015-04-29 @ 10:43 am	closed	Med	< 1 day
2513	rstrand@ci.alamosa.co.us	Colorado Grants guide link on public computers		2015-04-29 @ 12:13 pm	2015-04-29 @ 01:18 pm	closed	Med	< 1 day
2514	staylor@ci.alamosa.co.us	Emails		2015-04-30 @ 09:30 am		open	Med	3 days
2515	hmartinez@ci.alamosa.co.us	Access to		2015-04-30 @ 10:38 am	2015-04-30 @ 01:32 pm	closed	Med	< 1 day

Alert and Event History

Report Description:

Show virus/spyware alerts, adware or PUA alerts, suspicious behavior alerts, application control events, firewall events, device control events, data control events with a name like "*" detected between 4/1/2015 12:00 AM and 4/30/2015 8:10 AM on all computers sorted by name.

Total items detected on your networked computers

Viruses/spyware	6
Adware/PUA	0
Suspicious files/behavior	0
Application control	0
Blocked by firewall	0
Device control	0
Data control	0

Details of Viruses/spyware detected on your networked computers

Time and date of the alert or event	Item Name	Computer	Group	Action Taken
4/13/2015 3:48:28PM	Mal/ExpJS-AL	PC1147	Global Group\CompWorkstation	Cleaned up
4/13/2015 3:48:20PM	Mal/ExpJS-AL	PC1147	Global Group\CompWorkstation	Block
4/17/2015 11:01:57AM	Mal/ExpJS-BS	PC1001	Global Group\CompWorkstation	Cleaned up
4/1/2015 9:45:58AM	Mal/Iframe-AN	PC1135	Global Group\CompWorkstation	Cleaned up
4/17/2015 8:19:08AM	Troj/Upatre-HA	PC1139	Global Group\CompWorkstation	Cleaned up
4/17/2015 8:18:43AM	Troj/Upatre-HA	PC1139	Global Group\CompWorkstation	Block

Total
6

From: 2015-04-01 00:00:00

To: 2015-04-30 23:59:00

Inbound Traffic

Day	Rate Controlled	Blocked: Bad Recipient	Blocked: Spam	Blocked: Virus	Quarantined	Allowed: Tagged	Allowed	Total Received
2015-04-01	0	0	1985	13	0	0	983	2981
2015-04-02	0	0	2048	14	0	0	900	2962
2015-04-03	0	0	802	6	0	0	637	1445
2015-04-04	0	0	1715	0	0	0	112	1827
2015-04-05	0	0	1465	0	0	0	127	1592
2015-04-06	0	0	987	6	0	0	867	1860
2015-04-07	0	0	2117	14	0	0	855	2986
2015-04-08	0	0	1545	0	0	0	986	2531
2015-04-09	0	0	1104	1	0	0	953	2058
2015-04-10	0	0	2584	0	0	0	680	3264
2015-04-11	0	0	812	0	0	0	149	961
2015-04-12	0	0	507	0	0	0	163	670
2015-04-13	18	0	2510	21	0	0	794	3343
2015-04-14	16	0	2837	0	0	0	911	3764
2015-04-15	6	0	1635	31	0	0	929	2601
2015-04-16	0	0	3346	1	0	0	881	4228
2015-04-17	0	0	1011	0	0	0	720	1731
2015-04-18	0	0	694	0	0	0	182	876
2015-04-19	0	0	1820	0	0	0	168	1988
2015-04-20	0	0	952	4	0	0	729	1685
2015-04-21	0	0	879	8	0	0	910	1797
2015-04-22	0	0	3070	1	0	0	925	3996
2015-04-23	0	0	1728	4	0	0	840	2572
2015-04-24	0	0	1218	0	0	0	750	1968
2015-04-25	0	0	2193	0	0	0	187	2380
2015-04-26	0	0	1483	1	0	0	135	1619
2015-04-27	0	0	2792	11	0	0	842	3645
2015-04-28	2	0	2273	5	0	0	1027	3307
2015-04-29	0	0	1590	0	0	0	941	2531
2015-04-30	0	0	851	2	0	0	983	1836
Total	42	0	50553	143	0	0	20266	71004

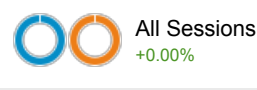
Outbound Traffic

Day	Rate Controlled	Blocked: Policy	Blocked: Spam	Blocked: Virus	Quarantined	Sent	Encrypted	Redirected	Authentication Failure	Total Received
2015-04-01	0	0	4	0	0	0	0	0	0	4
2015-04-02	0	0	0	0	0	0	0	0	0	0
2015-04-03	0	0	1	0	0	0	0	0	0	1
2015-04-04	0	0	8	0	0	0	0	0	0	8
2015-04-05	0	0	3	0	0	0	0	0	0	3
2015-04-06	0	0	2	0	0	0	0	0	0	2
2015-04-07	0	0	9	0	0	0	0	0	0	9
2015-04-08	0	0	5	0	0	0	0	0	0	5
2015-04-09	0	0	2	0	0	0	0	0	0	2
2015-04-10	0	0	20	0	0	0	0	0	0	20
2015-04-11	0	0	6	0	0	0	0	0	0	6
2015-04-12	0	0	1	0	0	0	0	0	0	1
2015-04-13	0	0	8	0	0	0	0	0	0	8
2015-04-14	0	0	5	0	0	0	0	0	0	5
2015-04-15	0	0	5	0	0	0	0	0	0	5
2015-04-16	0	0	8	0	0	0	0	0	0	8
2015-04-17	0	0	9	0	0	0	0	0	0	9
2015-04-18	0	0	3	0	0	0	0	0	0	3
2015-04-19	0	0	3	0	0	0	0	0	0	3

Day	Rate Controlled	Blocked: Policy	Blocked: Spam	Blocked: Virus	Quarantined	Sent	Encrypted	Redirected	Authentication Failure	Total Received
2015-04-20	0	0	11	0	0	0	0	0	0	11
2015-04-21	0	0	0	0	0	0	0	0	0	0
2015-04-22	0	0	9	0	0	0	0	0	0	9
2015-04-23	0	0	7	0	0	0	0	0	0	7
2015-04-24	0	0	9	0	0	0	0	0	0	9
2015-04-25	0	0	6	0	0	0	0	0	0	6
2015-04-26	0	0	24	0	0	0	0	0	0	24
2015-04-27	0	0	42	0	0	0	0	0	0	42
2015-04-28	0	0	24	0	0	0	0	0	0	24
2015-04-29	0	0	8	0	0	0	0	0	0	8
2015-04-30	0	0	5	0	0	0	0	0	0	5
Total	0	0	247	0	0	0	0	0	0	247

Overview

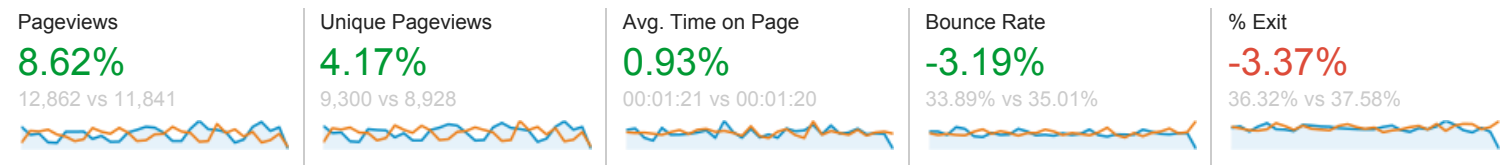
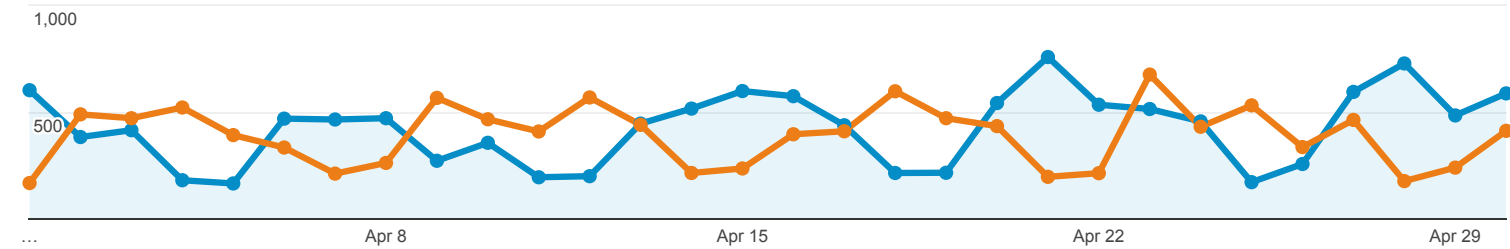
Apr 1, 2015 - Apr 30, 2015
Compare to: Mar 1, 2015 - Mar 31, 2015



Overview

Apr 1, 2015 - Apr 30, 2015: ● Pageviews

Mar 1, 2015 - Mar 31, 2015: ● Pageviews



Page	Pageviews	% Pageviews
1. /		
Apr 1, 2015 - Apr 30, 2015	4,277	33.25%
Mar 1, 2015 - Mar 31, 2015	4,114	34.74%
% Change	3.96%	-4.29%
2. /finditfast/careers/		
Apr 1, 2015 - Apr 30, 2015	1,343	10.44%
Mar 1, 2015 - Mar 31, 2015	883	7.46%
% Change	52.10%	40.02%
3. /finditfast/living-in-alamosa/public-bids/		
Apr 1, 2015 - Apr 30, 2015	779	6.06%
Mar 1, 2015 - Mar 31, 2015	356	3.01%
% Change	118.82%	101.45%
4. /departments/police-department/		
Apr 1, 2015 - Apr 30, 2015	345	2.68%
Mar 1, 2015 - Mar 31, 2015	440	3.72%
% Change	-21.59%	-27.82%
5. /departments/utilities/		
Apr 1, 2015 - Apr 30, 2015	287	2.23%
Mar 1, 2015 - Mar 31, 2015	203	1.71%
% Change	41.38%	30.16%
6. /departments/city-clerk/		
Apr 1, 2015 - Apr 30, 2015	264	2.05%
Mar 1, 2015 - Mar 31, 2015	236	1.99%

Mar 1, 2015 - Mar 31, 2015		238		1.95%
% Change		11.86%	2.98%	
7. /departments/public-works/				
Apr 1, 2015 - Apr 30, 2015		262		2.04%
Mar 1, 2015 - Mar 31, 2015		244		2.06%
% Change		7.38%	-1.15%	
8. /departments/building-department/				
Apr 1, 2015 - Apr 30, 2015		228		1.77%
Mar 1, 2015 - Mar 31, 2015		195		1.65%
% Change		16.92%	7.64%	
9. /departments/finance/				
Apr 1, 2015 - Apr 30, 2015		226		1.76%
Mar 1, 2015 - Mar 31, 2015		194		1.64%
% Change		16.49%	7.25%	
10. /about-the-city-of-alamosa/				
Apr 1, 2015 - Apr 30, 2015		223		1.73%
Mar 1, 2015 - Mar 31, 2015		226		1.91%
% Change		-1.33%	-9.16%	

**City Clerk/Municipal Court
Monthly Report
April 2015**

Prepared and distributed 6 birthday cards.

Liquor Licensing:

- Airport Liquor - Renewal

Special Event Permits

- Adams State University

CITY OF ALAMOSA

Page: 1

Report For April 1, 2015 Thru April 30, 2015 FILEDST

Violations by Filed Date...

TRAFFIC	188	
CITY ORDINANCE	66	
PARKING	34	
Total Filed Violations	288	

Completed Cases...

Paid Fine...

TRAFFIC	111	
CITY ORDINANCE	18	
PARKING	25	
Total Paid Fines	154	

Before Judge...

TRAFFIC	4	
CITY ORDINANCE	10	
PARKING	1	
Total Before Judge	15	
Total Completed	169	

Other Completed...

DISMISSED/PRESENTED INSURANCE

TRAFFIC	2	
CITY ORDINANCE	0	
PARKING	0	
Total	2	

DISMISSED BY JUDGE

TRAFFIC	3	
CITY ORDINANCE	0	
PARKING	0	
Total	3	

COMPLIANCE DISMISSAL

TRAFFIC	1	
CITY ORDINANCE	2	
PARKING	1	
Total	4	

DISMISSED/FOUND NOT GUILTY

TRAFFIC	1	
CITY ORDINANCE	0	
PARKING	0	
Total	1	

Total Other Completed	10	
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CITY OF ALAMOSA

Page: 2

Report For April 1, 2015 Thru April 30, 2015 FILEDST

Grand Total Completed 179Net Difference Filed/Complete 109

Warrants...

Issued...

TRAFFIC	2	
CITY ORDINANCE	10	
PARKING	0	
Total Violations		12
Total Warrants Issued		12

Cleared...

TRAFFIC	2	
CITY ORDINANCE	30	
PARKING	0	
Total Violations		32
Total Warrants Cleared		32

Change in Total Warrants 20-

Other Paid Cases...

Paid Fine...

Total Other Paid Fines 78

FINE FINE	\$20,091.34
TP SERVICE CHARGE	\$431.88
LATE LATE FEE	\$180.78
WF WARRANT FEE	\$398.70
CCOST COURT COSTS	\$1,263.07
VA VICTIMS ASSISTANCE	\$405.24
DEFER DEFERRED FEE	\$275.00
REST RESTITUTION	\$538.99
DFLT DFLT JUDGMENT	\$30.00

Total Fees/Fines Paid \$23,615.00

Human Resources

April 2015

New Hires

Carlos Castro	Sports Official
Mario Castro	Sports Official
Haley Huffman	Sports Official
Nikolas Sabbatino	Sports Official
Tyler Cerny	Firefighter
Kevin Gutierrez	Firefighter

Exiting Employees

Brianna Archuleta	Parks and Rec
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No Worker's Compensation Claims



Alamosa Police Department

April 2015 Month End Report

Part 1 Crime Category	February 2015	March 2015	April 2015	April 2014	Raw # Change	Year to Date
Part 1 Violent Crimes						
Homicide	0	0	0	0	0	0
Sexual Assaults	0	3	1	0	1	4
Robbery	1	1	0	1	-1	2
Aggravated Assault	1	2	2	0	2	6
Total Violent Crimes	2	6	3	1	2	12
Part 1 Property Crimes						
Burglary	5	12	5	14	-9	35
Larceny	56	39	47	75	-28	206
Vehicle Theft	0	0	1	2	-1	3
Total Property Crimes	61	51	53	91	-38	244
Total Part 1 Crimes	63	57	56	92	-36	256
Miscellaneous Offenses						
Domestic Violence	3	9	8	7	1	33
Simple Assault	8	4	9	2	7	28
Drug Related	7	9	16	4	12	38
Liquor Laws	6	0	0	2	-2	8
Harassment	4	14	8	11	-3	38
DUI/DWAI/DUID	9	19	7	5	2	42
Arson	0	0	0	1	-1	0
Traffic Related						
Traffic Accidents	33	27	38	35	3	125
Fatal	0	0	0	0	0	0
Injury	2	1	7	0	7	17
Property Damage	31	26	31	35	-4	108
Community Service Ofc.						
Dogs picked up	11	13	16	14	2	47
Animal Bites	0	2	3	2	1	7
Barking Dog Complaints	2	3	2	3	-1	8
Wildlife Calls	7	7	3	4	-1	26
Weed/Trash Removal	44	21	12	25	-13	121
Snow Removal	74	33	0	0	0	169
Junk Vehicles	5	4	1	8	-7	15
Abandoned Vehicles	2	0	1	0	1	3
Summons Issued	9	12	14	24	-10	51
Calls for Service	140	148	193	163	30	625

Submitted by: Duane Oakes, Chief of Police



CREATING COMMUNITY THROUGH PEOPLE, PARKS, AND PROGRAMS

PARKS/CEMETERY

- **Cemetery Activities**

	<u>April</u>	<u>Total 2015</u>	<u>Total 2014</u>
Graves opened & closed	4	11	18
Graves set up services	4	11	18
Graves raised to grade	15	15	26
Cemetery single spaces sold	2	11	13
Stones leveled	1	1	0
Columbarium Niches sold	0	0	0
Disinterment	0	0	0

- **Tree Related Activities**

	<u>April</u>	<u>Total 2015</u>	<u>Total 2014</u>
Trees Pruned/Trimmed	5	5	2
Tress Planted	4	4	10
Trees Moved	0	0	0
Trees Removed	1	1	11

- **Park Activities**

- Worked accomplished:

- Parks

- Dug up and repaired irrigation valves
- Replaced bad sprinkler heads
- Trim 5 trees
- Repaired vacuum breaker (cut pipes, added fittings and installed)
- Finished thatching parks
- Set up soccer goals
- Marked out and lined soccer fields several times
- Prepped ball fields
- Repaired split fences in parks
- Fertilized parks and small grassed areas
- Charged drip systems
- Diamond Park

- Planted two trees

- Cole Park

- Raked and hauled away leaves and grass
- Removed dirt from ball field infield and hauled to Sunset and Lee 4 infields
- Installed new infield mix dirt
- Painted picnic tables and benches

- Lee Fields

- Cleaned out storage shed
- Power washed concession stand
- Removed old score board from lee 3 and installed new score board
- Painted dugouts and entry sign

- Carroll Park

- Collected thatched grass and hauled away

- Planted two trees
 - Repaired metal edging on walking path
- Zapata Park
 - Removed dead tree
 - Repaired restroom toilet
- Sunset Memorial Park
 - Dug up and repaired water line
- Other
 - Sprayed weeds as weather permitted
 - Dug up and repaired irrigation valve at training center
 - Moved gym equipment to Rec Center from storage shed
 - Watered all young trees several times
 - Secondary Stage
 - Pick up cover for old stage from repairs
 - Cemetery
 - Laid sod on winter graves
 - Raked and cleaned cemetery
 - Took cemetery booster pump in for seal repairs and reinstalled
 - Worked on irrigation valves
 - Replaced bad sprinkler heads and adjusted

RECREATION

AFRC Hours of Operation Note: Summer hours are now in effect.

Monday – Thursday	6am – 9pm
Friday	6am – 6pm
Saturday	7am – 3pm
Sunday	Closed

Youth Programs

- **USATF SLV Future Stars Awards**
 - Athletes who placed 1st – 3rd in each event may come by the AFRC and pick up their award medals during business hours. Full results are posted at www.alamosarec.org. Good job to the 536 San Luis Valley kids who participated!
- **Rocketry**
 - Link to the page with all of the vital info for our first launch day at the new site:
 - <http://www.nar.org/events/san-luis-valley-rocketeers-774-site-dedication-and-first-launch/>
 - A couple of people have expressed interest in acquiring their NAR High Power 1 certification. Here is a link to the body of information related to HP Rocketry:
 - <http://www.nar.org/high-power-rocketry-info/>
- **British Soccer Camp (June 1-5) Register at www.challengersports.com; Ages 3-16**
- **Junior Golf Program at the Cattails Municipal Course (June 2 – July 9) [\(info\)](#)**
- **Rockies Skills Challenge (June 10) – [\(info\)](#)**

Rec Center/Library Closure Dates

- **Memorial Day (Monday, May 25)**

Upcoming Community Events

- **8th Annual SLV Law Enforcement Officers' Memorial Service (May 13) ([flyer](#))**
- **Memorial Day Living History Encampment at Ft Garland (May 23-25) ([webpage](#))**
 - \$5.00 admission - Activities begin at 9am Saturday with the Flag Raising Ceremony. Throughout the weekend the Fort Garland Memorial Regiment and the Artillery Company of New Mexico will present activities and displays that depict 19th century garrison life at Fort Garland.
- **27th Annual Taste of Creede Festival (Saturday-Sunday, May 23-24)**
 - Each May, Creede hosts a variety of events including the opening of The National Small Print Show, cooking competitions and artist presentations on Main Street, children's activities, shopping and more! Artists, visitors, day-trippers - come to our mountain home and experience fine art, food, and live theatre! Contact the Creede and Mineral County Chamber of Commerce (www.creede.com) for more info.
- **Summerfest on the Rio (June 5-7) Cole Park www.summerfestontherio.org**
 - Everyone's favorite summertime festival is back! The Summerfest on the Rio is held in beautiful Cole Park on the banks of the Rio Grande River. Enjoy children's activities, food and beer vendors, arts and craft booths, and live music. Admission is free.
- **CHSCA All State Games @ ASU (June 9 – 13)**
 - See the best high school athletes compete against one another in the 58th Annual Colorado High School Coaches Association All State Games! See these athletes as they fight for the top spot in football, boys & girls basketball, volleyball, wrestling, and softball & cross country! ([Website](#))
- **Great Northern Carnival (June 11-14) AFRC <http://greatnortherncarnival.com/>**
- **Creede Fun Run & Marathon (June 13)**
 - The Runoff Runoff marathon, half marathon, and 6K follow the scenic headwaters of the Rio Grande ending to the historic mountain town of Creede, Colorado. Organized by the [Willow Creek Reclamation Committee](#) and the [Rio Grande Headwaters Restoration Project](#), this event raises funds to support river restoration projects that improve water quality, wildlife habitat, recreation and the overall condition of the Rio Grande headwaters.
 - The Runoff Runoff event includes a marathon, half marathon, and 6K race. Following the race, there will be a fun celebration for the whole family complete with a silent auction, raffle, food vendors, live music, and local beer! ([Website](#))
- **Rails & Ales Block Party @ San Juan and Main (June 19)**
 - Featuring local favorite "Bittersweet" opening the Block Party from 5:30-7:30pm. Then enjoy the Rock n Roll and Country favorites of headliner "NARROW GUAGE", 9pm-midnight. Outdoor Beer Garden with 12 draft styles will be pouring 5pm-11:30pm as we welcome 40 Breweries to Alamosa!
- **Blues on San Juan Ave. With CW Ayon (Jun 20, 7-10 pm)**
 - Enjoy live blues and a great variety of draft beer on San Juan Ave next to the brewery as we wind down the Rails & Ales Fest weekend.
- **Rails & Ales Brew Fest (June 20)**
 - Join us on the mountain and enjoy sampling beers from 40 different breweries, tasty BBQ, and live music, all at 9,700 feet off of the Rio Grande Scenic Railroad tracks. Visit [Rio Grande Scenic Railroad](#) for your tickets to this great event!
- **Rollin' Deep Car Show @ Cole Park (June 21)**
 - Low rider custom car show open to all vehicles; all makes, models, and years of cars and motorcycles.
- **Alamosa PRCA Round-Up Rodeo (June 23-28) Alamosa City Fairgrounds**

- The Alamosa Round-Up has been a part of the thriving western heritage in Colorado for over 30 years, bringing a full week of activities to the San Luis Valley. Join us for the Downtown Cattle Drive, Demolition Derby, Parade, and PRCA Rodeo. The Bull Riding alone is worth the trip to town. Top Cowboys and Cowgirls from around the country as well as future champions don their hats, chap up, and put on a show for the fans. ([Website](#))
- **Rodeo Street Dance & Block Party (June 26) @ 7 pm**
 - Featuring Nashville based country music recording artist Jake Gill! Help Welcome the Alamosa Round Up cowboys into Alamosa with great music and great brew on San Juan Ave. next to the brewery.
- **13th Annual Artwalk (June 26-27)**
 - The 13th Annual Alamosa Artwalk will be a festive event scheduled for June 26th and 27th. San Luis Valley resident artists working in 2-dimensional and 3-dimensional mediums are invited to sign up by May 15th. This 2 day event is a fun and easy opportunity for showing your work and even demonstrating your working technique to everyone who will be downtown enjoying the artwork, performances, music and popular Tastes of the Valley.
 - Many valley residents and summer visitors will already be in town that weekend for the Alamosa PRCA Round-Up Rodeo, a Friday night street and other events. Registration forms are available by sending an email request to artwalkalamosa@gmail.com or by stopping by the Chamber office, Treasure Alley or Wild Roses.
 - Entry fee of \$20 is due with registration form by May 15th at the Alamosa Chamber of Commerce, 610 State Ave. in Alamosa. This event is exclusively for San Luis Valley artists.
- **ALMA - Alamosa Live Music Association, Cole Park www.almaonline.org**
 - Sundays at 6 Summer Concert Series begins June 28th

Rec Center Revenue

	<u>April</u>	<u>March</u>	<u>February</u>	<u>January</u>	<u>December</u>
Courses	9,543.00	11,059.00	5,691.00	3,266.00	2,639.00
Facility Rentals	1,980.00	1,035.00	795.00	790.00	1,290.00
Membership	3,880.63	5,718.46	5,151.59	5,450.00	4,777.04
Merchandise	<u>19,513.50</u>	<u>5,319.50</u>	<u>10,654.50</u>	<u>8,256.51</u>	<u>6,586.82</u>
	\$34,917.13	\$23,131.96	\$22,292.09	\$17,762.51	\$15,292.86

Rec Center Door Count

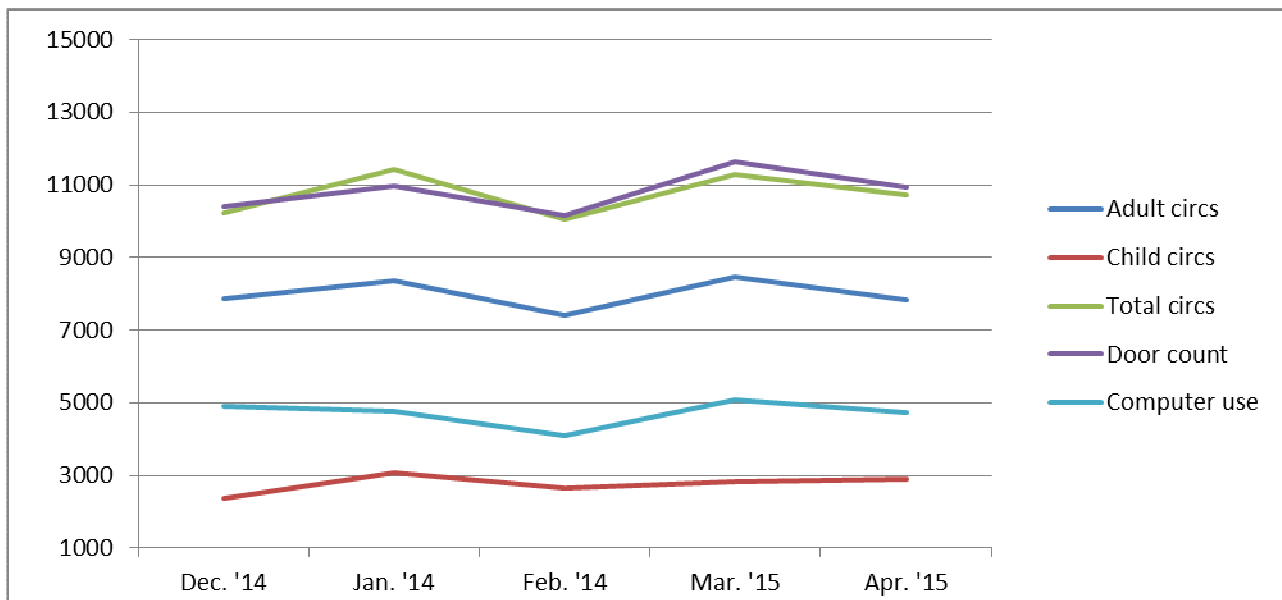
January 2014	10,985 (est)	January 2015	10,311
February 2014	11,142 (est)	February 2015	10,315
March 2014	10,861	March 2015	10,970
April 2014	12,064	April 2015	9,912
May 2014	7,993	May 2015	
June 2014	7,859	June 2015	
July 2014	9,069	July 2015	
August 2014	6,796	August 2015	
September 2014	6,742	September 2015	
October 2014	9,245	October 2015	
November 2014	10,609	November 2015	
December 2014	<u>9,664</u>	December 2015	
	113,022		41,508
Average per Month:	9,419	Average per Month:	10,377

Library Manager Report – April 2015

Library Stats

Website Counter					
	Apr	Mar	Feb	Jan	Dec
Page Loads	2,145	2,152	2,050	2,124	1,690
Visits	1,238	1,346	1,189	1,248	1,084
1 st Time Visitors	814	899	733	809	751
Returning Visitors	424	477	456	439	333

MONTHLY STATISTICS SUMMARY					
	Apr 15	Mar 15	Feb 15	Jan 15	Dec 14
Adult Cirs	7,833	8,465	7,406	8364	7,850
Child Cirs	2,889	2,836	2,654	3062	2,361
Total Cirs	10,722	11,301	10,060	11426	10,211
Hours Open	274	282	241	272	278
Cirs per hour	39.1	40.1	41.7	42.0	36.7
CLC Cirs	2,691	2,674	1,911	2551	2,357
Door Count	10,931	11,626	10,139	10955	10,396
Computer Use	4,717	5,098	4,101	4751	4,902
OneClick digital	71	34		63	112
3M e-books	85	148	128	133	96
TumbleBooks	41	14	40	17	26
PebbleGo	11	18	2	10	9



Collection Development:

Staff added 436 new materials to the library collection in April: 194 books, 69 magazines, 21 audiobooks, 27 music CD's, and 125 DVDs. This process includes purchasing, cataloging, and material processing. 253 materials were discarded.

Staff announcements

We had 3 volunteers in April who worked 48.00 hrs. filing for ILL and misc. tasks. One of these is new SER Senior Trainee helping in the Interlibrary Loan Dept. and other miscellaneous tasks.

Community Involvement



- Movie Night April 10th “. We had 15 children and their parents.



- The local Fiber group met in the Story Room. The group knits, weaves, spins, and crafts all things fiber. They share and teach each other new techniques and ideas.



- The Historic Preservation Advisory Committee meets the second Tuesday each month in the Local History Room



San Luis Valley Origami workshop was on April 4th, 2015. The next Alamosa Origami club SaLVO workshop will be May 2015. See us on Facebook: San Luis Valley Origami. Our instructor posted some links on the Facebook page for Youtube videos of some of the models we folded if you want to try them out (<http://www.facebook.com/SaLVOfolders>).

- People First: 12 members attended the April meeting.



Friends of Alamosa Public Library

- Literary Magazine: Submissions are being accepted for the 7th annual edition of “Messages from the Hidden Lake”. Deadline is June 1st, 2015
- Friends had a book donation drive and work day in April. This allows the community to deliver their donations directly to the Friends book shed “Spines”. They are getting ready for the first book sale of the year May 9th.



Children's Services Monthly Report APRIL 2015



APRIL OVERVIEW: The month of April houses the Week of the Young Child, National Library Week and One Book 4 Colorado. One Book was specifically planned to take place during the Week of the Young Child. This month, we began the book giveaway to all 4 year-olds, and I went to the Alamosa Head Start to read the book to all of their classes. I presented my Music and Movement in Storytime workshop again in Pueblo for the CLiC Spring Workshops. On the 29th I went to Denver and on the 30th I was filmed presenting a "Storytime Skill Builders" video for online professional development – through CLEL. Unfortunately, Del Norte had to cancel for this month. I would have done One Book 4 Colorado activities with them. Little Treasures Preschool from La Jara came for a tour and storytime visit. I pulled books about illustrating children's books for Annie Troncoso of Sargent High School for a student seminar. I did a skit at the Alamosa Elementary School to promote summer reading.

- ✓ **STORYTIME FRIDAYS** – This year, Storytime will not take place in May or August (these are program planning months for staff) However, May 1st was a Friday this year, so we finished up on that day. I have included that in the April stats. There also was no Storytime on April 10th because I was at the elementary school doing our skit to promote summer reading. Wow! Look at the 3rd of April!

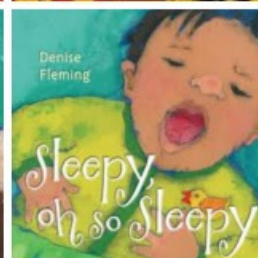
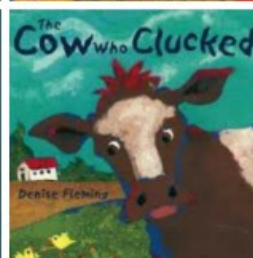
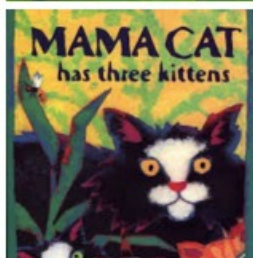
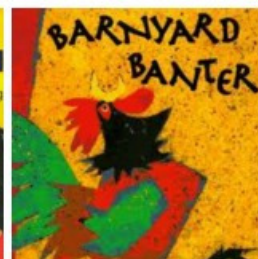
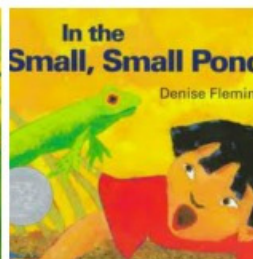
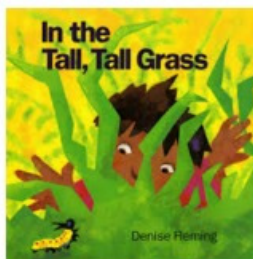
DATE	TODDLER TIME	STORYTIME	TOTAL	Total 176
4/3/15	11k, 9a; 20t	28k, 13a; 41t	61	
4/17/15	14k, 11a; 25t	4k, 3a; 7t	32	
4/24/15	14k, 11a; 25t	7k, 5a; 12t	37	
5/1/15	19k, 11a; 30t	10k, 6a; 16t	46	

- ✓ **EVENTS/VISITS** – We had more interest in school visits for this month, but in the end, they were unable to make it happen.

DATE	EVENT	COUNT	TOTAL	Total 33
4/16/15	Little Treasures Preschool	18k, 15a	33	

TOTAL LIBRARY VISITS FOR CHILDREN'S SERVICES IN APRIL 2015: 209

- ✓ **Featured Author** –Denise Fleming was born in Toledo, Ohio on January 31, 1950 to Frank and Inez Campbell Fleming. Denise says, "(my sister and I...) We had a TV but spent very little time watching television. It was more fun to play with our friends out of doors. We'd organize games of tag, run races, or ride our bikes. When I wasn't playing or making things I was busy reading. I liked stories about the pioneers. Often my friends and I would act out these stories. In high school I took lots of art classes and won several art awards. After high school I went to Kendall College of Art



and Design in Grand Rapids, Michigan. At Kendall I met my husband, David, who is also an artist. In 1979 our daughter, Indigo, was born. I'd collected picture books since art school, but after Indy was born I was reading picture books daily. We'd haul stacks of picture books home from the library. I felt making books was something I had to do."

- ✓ **Special Interest Display – POETRY –** April is National Poetry Month, so our special interest display was Poetry! We have so many different kinds of poetry books and book about poetry. This was a fun, interactive display. I had poetry worksheets for kids to take home as well as a magnetic board with homemade poetry words. (see photos below)

- ✓ **Kids' Q & A – "Define Poetry"** This was a slow starting topic, but by the end of the month, we had several responses. See attached graphic.

- ✓ **CLiC Spring Workshops – Pueblo –** I went to Pueblo on April 6 to present my *Music and Movement in Storytime* workshop. I had 23 people attend, and it was the best one yet! Each time I present, it gets better and better. Our keynote speaker was author, Peter Heller. Author of *Kook*, *The Dog Stars*, *Painter, Hell or High Water* and other fiction and non-fiction. He was an impressive and engaging speaker! I was able to attend a workshop on One Book 4 Colorado which was helpful in many ways. The other workshop I attended was put on by Mary McCarthy of the Colorado Historic Newspapers Collection/Networking and Resource Sharing at the Colorado State Library along with Dana Plewka of the Denver Post's Education Department. I learned a lot about the Colorado His

- ✓ **CLEL Storytime Skill Builders Filming –** Colorado Libraries for Early Literacy have long been doing videos called "Storyblocks" available on their website, www.clel.org, for parents and caregivers to learn more about incorporating fun ways to learn early literacy skills. They are now doing a series of videos called "Storytime Skill Builders" designed to help instruct educators and library professionals in various storytime skills. I went to Denver on the 29th and on the 30th I was filmed presenting the "Singing" video in which we discover ways to incorporate singing into our Storytime read-alouds. These videos will also be available on the CLEL website.

- ✓ **One Book 4 Colorado –** this is the third year for One Book. This year, I planned topic related activities for our regular Storytime Fridays and I went to the Head Start as well where we sang about the "Lady with the Alligator Purse" talked about hygienic practices and read the book. One Book 4 Colorado is an annual project that often is hard for staff to successfully implement because to do it well requires a lot of extra time and planning. This would be a great project for the Advisory Board to consider taking on. Visit www.onebook4colorado.org for more information about the program and what kinds of activities have been done in the past.

- ✓ **Summer Reading 2015 –** This summer, our CSLP (Collaborative Summer Library Program) theme is "Every Hero Has A Story." This year, we will be combining all ages into one group. Everyone will use the same reading log with 6 levels – prizes are earned for each level completed. Once they finish a reading log, they are a Super Reader! All Super Readers will get a certificate to take home as well as one to put on the Super Wall in the Story Room. They will also be invited to an exclusive Super Hero Celebration at the end of the program in July where

DEFINE POETRY

Poetry is a way to depict feelings about someone or something. A way to tell a story. As someone might say about music it is an international language.

It can be to Desp how you fell or it can be your amaniion
(imagination) - Kylee

Poetry is something that rhymes or not and expresses a lot of emotion. For example: "Once upon a midnight dreary as I pondered weak and weary, over many a quant and curious volume of forgotten lore, while I nodded, nearly napping, suddenly there came as if someone gently rapping, rapping at my chamber door, 'Tis a visitor,' I muttered, 'a visitor.' Only this and nothing more." Edgar Allan Poe (this offering was by Raymond Steenburg)

Rhyming!

Tool and Communication

A way to express yourself and feelings using words.

Communication man!

Expression.

we will have door prizes, food and fun activities. All kids are encouraged to continue with new reading logs – unlimited levels and prizes while supplies last. The teens will help to put the party together.



Summer Reading Program 2015

Family Entertainment Every Wednesday

10 am ALAMOSA PUBLIC LIBRARY

June 3 — SALIDA CIRCUS

The Scarlet Sisters Super Power Hour.
Join the Scarlet Sisters for acrobatics, juggling, unicyclist and tons of audience participation!



June 10 - Come prepared to laugh, to sing and remember those dancing shoes!



STEVE WEEKS MUSIC



June 17 - LOCAL HEROES

Come see all our fabulous local heroes in person - see trucks, people, animals and learn all about how they serve our community.



June 24 — STORYTELLER EXPERT, JULIE MOSS!

Julie will tell folktales and family stories showcasing heroes of all types!

July 1— Ft. Garland Memorial Regiment

Learn more about the life of a soldier, the Colorado frontier and the Civil and Indian Wars.





July 8 - INDIANA BONES - Heroes Past, Present and Future! Travel through time with Storyteller Indiana Bones as he unveils new fossils and artifacts, leading into amazing stories of heroes.

July 15 - LINDA BATLIN - Storyteller Extraordinaire

Linda will tantalize you with her multicultural folk tales from around the world including heroes, often in animal form, and how they help and protect us and bring out our best!





July 22 - Great Sand Dunes National Park

Park rangers will present, "The Legends of the Dunes" fun activities for kids and parents of all ages!

July 29 — Ann Lincoln

Look! Up on the stage! It's a magician! No, it's a juggler! No, it's a comedian! Wait, it's a little bit of all three ...It's Super Ann!



 For more information call 589-6592 Event presenters may change without prior notice

Once again, we are using ReadingRecord as our software for registration and program administration. This is web-based software provided to us free of charge by Eric Sisler at the Westminster Public Library. Our Wednesday entertainment line-up is all set. See image. Anyone who has ideas about the Local Heroes event in June, please let me know – I am putting that day together. Andy Mason, a musician, who is traveling through Alamosa in July wanted to be a part of our program, but we were already booked. I gave him some local music sponsor information and he was able to book a night at the SLV Brew Pub. I told him we would definitely advertise this during our program. He will be performing at 6:30 p.m. on Monday, July 6.

I went to Alamosa Elementary School again this year to promote summer reading during one of their assemblies. Mrs. Ozawa's 4th grade class helped to put on the skit (my son, Raymond's class) at the 3-5 building. We did it again at the K-2 building Friday, May 1st.



Becky Steenburg
Children's Librarian

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Award of Bids - 2015 Street Improvement Project

Recommended Action:

That Council award the 2015 Street Improvement Project bids as follows: Street Construction and Dirt Work to Asphalt Constructors, Inc. in the amount of \$485,423; and concrete to include but not be limited to sidewalk, ADA Corners, curb and gutter, and drainage pans to Elite Construction in the amount of \$236,715.85.

Background:

Two requests for bids for construction activities specific to the 2015 Street Improvement Project were advertised with the following bids received:

Street Construction and Dirtwork:

Asphalt Constructors, Inc.	\$485,423
----------------------------	-----------

Concrete Construction:

Elite Construction	\$236,715.85
--------------------	--------------

Alcon Construction	\$428,053.00
--------------------	--------------

The bid award recommendations above are each for the lowest responsible and responsive bidders, and each of the contractors recommended have long and acceptable work histories with the City of Alamosa.

Issue Before the Council:

Does Council wish to award these bids to the firms recommended as the lowest responsive and responsible bidders?

Alternatives:

Council may award these bids as recommended; Council may award these bids to any of the other bidding firms; Council may reject all bids and provide staff further direction.

Fiscal Impact:

All bids and estimates for this project are within budgeted funds and no additional funds are being requested for this project.

Legal Opinion:

The City Attorney will be present for comment.

Conclusion:

The City has secured bids for construction activities specific to the 2015 Street Improvement Program that includes West Eighth and Clark Streets.

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Award of Bid - 2015 West Eighth Storm Drain Utility Construction Project

Recommended Action:

That Council award the 2015 West 8th Storm Drain Utility Construction Project to Gardner Excavating, Inc. for the amount of \$56,736.

Background:

This is the final phase of a project that is intended to provide storm drainage to West Eighth Street and provide the foundation for a more inclusive storm drainage system that will serve the entire area bounded by the Highway on the east, Tremont Avenue on the north, and Washington Avenue on the west. The City has received grant funds in the amount of \$165,074 to help with this phase of the project.

Bids received were as follows:

Gardner Excavation, Inc. \$56,736

RMS Utilities Inc. \$89,849

The bid award recommendation above is for the lowest responsible and responsive bidder and the contractor recommended has a long and acceptable work history with the City of Alamosa.

Issue Before the Council:

Does Council wish to award this bid to Gardner Excavating, Inc., the lowest responsible and responsive bidder, in the amount of \$56,736?

Alternatives:

Council may award this bid as recommended; Council may award this bid to the other bidding firm; Council may reject all bids and provide staff further direction.

Fiscal Impact:

This bid is within budgeted funds and no additional funds are being requested for this project.

Legal Opinion:

City Attorney will be present for comment.

Conclusion:

This phase of the project will continue the work completed in 2014 and provide much needed drainage and pedestrian improvements in the area.

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Motion authorizing the Mayor to sign and accept the Energy Impact Assistance Funds granted by the Department of Local Affairs in the amount of \$165,074 for drainage and pedestrian improvements on West Eighth Street.

Recommended Action:

That Council authorize the Mayor to sign the contract with the Department of Local Affairs to accept the \$165,074 granted for pedestrian and drainage improvements on West Eighth Street.

Background:

In 2014 staff applied to the Department of Local Affairs for funding from Energy Impact Assistance Funds that would allow the City to extend the project on West Eighth Street to more rapidly serve not only the residents in the area with drainage and pedestrian facilities but to address safety issues specific to pedestrian access and drop-off at the elementary schools. \$165,074 was granted as a result of this application and this formal acceptance of the grant is the next step in the ultimate appropriation of these funds.

Issue Before the Council:

Does Council wish to accept the grant from the Department of Local Affairs?

Alternatives:

Council may accept the grant, or choose not to accept the grant and provide staff with further direction.

Fiscal Impact:

This grant will help offset capital costs associated with sidewalk, curb and gutter, and drainage facilities on West Eighth Street.

Legal Opinion:

The City Attorney will be present for comment

Conclusion:

The City has been successful in securing a grant in the amount of \$165,074 from the Energy Impact Assistance Funds managed by the Department of Local Affairs.

ATTACHMENTS:

Description	Type
 Email Memo	Backup Material
 Grant Agreement	Backup Material
 Exhibit A	Exhibit
 Exhibit B	Exhibit
 Exhibit E	Exhibit
 Exhibit G	Exhibit



COLORADO
Department of Local Affairs
Division of Local Government

April 9, 2015

Josef Lucero, Mayor
City of Alamosa
P. O. Box 419
Alamosa, Colorado 81101

RE: EIAF 7685 - Alamosa West Eighth Street Drainage

Dear Mayor Lucero:

Attached is the grant contract packet for the above-referenced Energy Impact Assistance Fund project. If the contract is satisfactory as written, please print and execute three (3) originals of the contract, signed and dated by an authorized signator (original signatures only; no photocopies, stamped or e-signatures). Please note that an authorized signator is a County Chief Elected Official, City/Town Mayor, or District Board President. If any other individual should sign this contract, you must provide a letter from the Chief Elected Official documenting the specific individual's delegated authority to sign.

The following five (5) documents comprise the complete contract packet. Please note which documents are required to be returned to the State for final execution.

1. Grant Agreement (return 3, each must have original signature by Authorized Official - no photocopies)
2. Exhibit A - Applicable Laws (return 1)
3. Exhibit B - Scope of Project (return 1)
4. Exhibit E - Project Performance Plan (return 1)
5. Exhibit G - Form of Option Letter (return 1)

Please send these documents along with the return routing memo (see below) to:

Department of Local Affairs
ATTENTION: Diane Von Dollen
1313 Sherman Street, Room 521
Denver, CO 80203

If you have any questions, please call Christy Culp (719) 589-2251 or me at (303) 864-7731.

Sincerely,

Beth Lipscomb
Contracts Specialist
Department of Local Affairs

Enclosures



RETURN ROUTING MEMORANDUM

TO: Diane Von Dollen

THROUGH: Pat Steenburg, City of Alamosa

FROM: Beth Lipscomb

DATE: April 9, 2015

RE: Contract Approvals

FOR FINAL APPROVAL ROUTING (3 COPIES ENCLOSED):

RE: EIAF 7685 - Alamosa West Eighth Street Drainage

 √ Contractor's Federal I.D.# on file with Accounting

 Form sent to Contractor to complete

Christy Culp, DOLA Regional Manager



GRANT AGREEMENT

Between

STATE OF COLORADO
DEPARTMENT OF LOCAL AFFAIRS

And

CITY OF ALAMOSA

Summary

Award Amount: \$165,074.00

Identification #s:

Encumbrance #: F15S7685 *(DOLA's primary identification #)*
Contract Management System #: 78565 *(State of Colorado's tracking #)*

Project Information:

Project/Award Number: EIAF 7685
Project Name: Alamosa West Eighth Street Drainage
Performance Period: Start Date: _____ End Date: 12/31/15
Brief Description of Project / Assistance: The Project consists of the construction and installation of drainage improvements on West 8th Street.

Program & Funding Information:

Program Name: Energy & Mineral Impact Assistance Fund
Funding source: State Funds
Catalog of Federal Domestic Assistance (CFDA) Number (if federal funds): N/A
Funding Account Codes: 152 FBA0 127 5110

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EXHIBIT G – FORM OF OPTION LETTER	
FORM 1 – RESERVED.	

1. PARTIES

This Agreement (hereinafter called “Grant”) is entered into by and between the **CITY OF ALAMOSA** (hereinafter called “Grantee”), and the STATE OF COLORADO acting by and through the Department of Local Affairs for the benefit of the Division of Local Government (hereinafter called the “State” or “DOLA”).

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to (*see checked option(s) below*):

A. ☒ The Effective Date.

B. ☐ The Effective Date; provided, however, that all Project costs, if specifically authorized by the federal funding authority, incurred on or after March 1, 20XX, may be submitted for reimbursement as if incurred after the Effective Date.

C. ☐ insert date for authorized Pre-agreement Costs (as such term is defined in §4) , if specifically authorized by the funding authority . Such costs may be submitted for reimbursement as if incurred after the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 39-29-110 (Local Government Severance Tax Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

C. Purpose

The purpose of this Grant is described in **Exhibit B**.

D. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Budget

“Budget” means the budget for the Project and/or Work described in **Exhibit B**.

B. Closeout Certification

“Closeout Certification” means the Grantee’s certification of completion of Work submitted on a form provided by the State.

C. Evaluation

“Evaluation” means the process of examining Grantee’s Work and rating it based on criteria established in **§6** and **Exhibit B**.

D. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein:

- i. Exhibit A (Applicable Laws)
- ii. Exhibit B (Scope of Project)
- iii. Exhibit E (Project Performance Plan)
- iv. Exhibit G (Form of Option Letter)

E. Goods

“Goods” means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

F. Grant

“Grant” means this agreement, its terms and conditions, attached exhibits, documents incorporated by reference pursuant to the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

G. Grant Funds

“Grant Funds” means available funds payable by the State to Grantee pursuant to this Grant.

H. Party or Parties

“Party” means the State or Grantee and “Parties” means both the State and Grantee.

I. Pay Request(s)

“Pay Request(s)” means the Grantee’s reimbursement request(s) submitted on form(s) provided by the State.

J. Pre-agreement costs

“Pre-agreement costs,” when applicable, means the costs incurred on or after the date as specified in **§2** above, and prior to the Effective Date of this Grant. Such costs shall have been detailed in Grantee’s grant application and specifically authorized by the State and incorporated herein pursuant to **Exhibit B**.

K. Project

“Project” means the overall project described in **Exhibit B**, which includes the Work.

L. Project Closeout

“Project Closeout” means the submission by the Grantee to the State of an actual final Pay Request, a final Status Report and a Closeout Certification.

M. Program

“Program” means the grant program specified on the first page of this Grant that provides the funding for this Grant.

N. Review

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§6** and **Exhibit B**.

O. Services

“Services” means the required services to be performed by Grantee pursuant to this Grant.

P. Status Report(s)

“Status Report(s)” means the Grantee’s status report(s) on the Work/Project submitted on form(s) provided by the State.

Q. Subcontractor

“Subcontractor” means third-parties, if any, engaged by Grantee to carry out specific vendor related services.

R. Subgrantee

“Subgrantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations. Subgrantee is bound by the same overall programmatic and grant requirements as Grantee.

S. Subject Property

“Subject Property” means the real property, if any, for which Grant Funds are used to acquire, construct, or rehabilitate.

T. Substantial Progress in the Work

“Substantial Progress in the Work” means Grantee meets all deliverables and performance measures within the time frames specified in **Exhibit E**.

U. Work

“Work” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibit B**, including the performance of the Services and delivery of the Goods.

V. Work Product

“Work Product” means the tangible or intangible results of Grantee’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM

A. Initial Term-Work Commencement

Unless otherwise permitted in **§2** above, the Parties’ respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on **December 31, 2015** unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

The State, at its sole discretion upon written notice to Grantee as provided in **§16**, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

6. STATEMENT OF WORK

A. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit B**. Except as specified in §2 above, the State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

B. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed by Grantee or Subgrantees shall be considered Grantee's or Subgrantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

7. PAYMENTS TO GRANTEE

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is **\$165,074.00 (ONE HUNDRED SIXTY FIVE THOUSAND SEVENTY FOUR and XX/100 DOLLARS)**, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit B**.

B. Payment

i. Advance, Interim and Final Payments

Any payment allowed under this Grant or in **Exhibit B** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

ii. Interest

The State shall not pay interest on Grantee invoices. The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not fully appropriated, or otherwise become unavailable for this Grant, the State may immediately terminate this Grant in whole or in part to the extent of funding reduction without further liability in accordance with the provisions herein.

iv. Erroneous Payments

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in **Exhibit B**.

i. Budget Line Item Adjustments.

Modifications to uses of such Grant Funds shall be made in accordance with **§4.4 of Exhibit B**. For line item adjustments over 10% but less than 24.99% (a “**Minor Line Item Adjustment**”) which are approved, the State shall provide written notice to Grantee in a form substantially equivalent to **Exhibit G** (each an “**Option Letter**”). If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

ii. Overall Budget Adjustments.

Modifications to the overall Budget shall be made in accordance with **§4.5 of Exhibit B**. For overall Budget adjustments less than 24.99% (a “**Minor Budget Adjustment**”) which are approved, the State shall provide written notice to Grantee in an Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

iii. Setting Final Initial Budget.

All requests by the Grantee to align the initial overall Budget with current market conditions shall be made in accordance with **§4.5.1.1 of Exhibit B**. If such True-up Budget Proposal (as such term is defined in **§4.5.1.1 of Exhibit B**) is approved, the State shall provide written notice to Grantee in an Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

D. Matching/Leveraged Funds

Grantee shall provide matching and/or leveraged funds in accordance with **Exhibit B**.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this **§8** shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with **§19**, if applicable.

A. Performance, Progress, Personnel, and Funds

State shall submit a report to the Grantee upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee’s performance and the final status of Grantee’s obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in **Exhibit B**.

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee’s ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State’s principal representative as identified herein. If the State’s principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of DOLA.

C. Performance Outside the State of Colorado and/or the United States

[Not applicable if Grant Funds include any federal funds] Following the Effective Date, Grantee shall provide written notice to the State, in accordance with **§16 (Notices and Representatives)**, within 20 days of the earlier to occur of Grantee’s decision to perform, or its execution of an agreement with a Subgrantee to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this **§8.C** shall be posted on the Colorado Department of Personnel & Administration’s website. Knowing failure by Grantee to provide notice to the State under this **§8.C** shall constitute a material breach of this Grant.

D. Noncompliance

Grantee’s failure to provide reports and notify the State in a timely manner in accordance with this **§8** may result in the delay of payment of funds and/or termination as provided under this Grant.

E. Subgrants/Subcontracts

Copies of any and all subgrants and subcontracts entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants and subcontracts entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

9. GRANTEE RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the "Record Retention Period") until the last to occur of the following:

- (i) a period of five years after the date this Grant is completed or terminated, or final payment is made hereunder, whichever is later, or
- (ii) for such further period as may be necessary to resolve any pending matters, or
- (iii) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved.

B. Inspection

Grantee shall permit the State, the federal government (if Grant Funds include federal funds) and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of five years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or in equity in lieu of or in conjunction with such corrective measures.

C. Monitoring

Grantee shall permit the State, the federal government (if Grant Funds include federal funds), and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

D. Final Audit Report

Grantee shall provide a copy of its audit report(s) to DOLA as specified in **Exhibit B**.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee shall comply with the provisions of this **§10** if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

A. Confidentiality

Grantee shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

B. Notification

Grantee shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this **§10**.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant.

12. REPRESENTATIONS AND WARRANTIES

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Grantee and Grantee's Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

13. INSURANCE

Grantee and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

A. Grantee

i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each subgrant with Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee's liabilities under the GIA.

ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to Subgrantees that are not "public entities".

B. Grantees, Subgrantees and Subcontractors

Grantee shall require each subgrant with Subgrantees and each contract with Subcontractors, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Workers' Compensation

Workers' Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee, Subgrantee and Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: **(a)** \$1,000,000 each occurrence; **(b)** \$1,000,000 general aggregate; **(c)** \$1,000,000 products and completed operations aggregate; and **(d)** \$50,000 any one fire.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Malpractice/Professional Liability Insurance

This section ☐ shall | ☒ shall not apply to this Grant.

Grantee, Subgrantees and Subcontractors shall maintain in full force and effect a Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, written on an occurrence form, that provides coverage for its work undertaken pursuant to this Grant. If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of this Grant and for at least two years beyond the completion and acceptance of the work under this Grant, or, alternatively, a two year extended reporting period must be purchased. The Grantee, Subgrantee or Subcontractor shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from such party's performance of professional services under this Grant, a subcontract or subgrant.

v. Umbrella Liability Insurance

For construction projects exceeding \$10,000,000, Grantee, Subgrantees and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in §13B(i)-(iv) above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Grantee, Subgrantee and

Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

vi. Property Insurance

This subsection shall apply if Grant Funds are provided for the acquisition, construction, or rehabilitation of real property.

Insurance on the buildings and other improvements now existing or hereafter erected on the premises and on the fixtures and personal property included in the Subject Property against loss by fire, other hazards covered by the so called “all risk” form of policy and such other perils as State shall from time to time require with respect to properties of the nature and in the geographical area of the Subject Property, and to be in an amount at least equal to the replacement cost value of the Subject Property. Grantor will at its sole cost and expense, from time to time and at any time, at the request of State provide State with evidence satisfactory to State of the replacement cost of the Subject Property.

vii. Flood Insurance

If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in §vi above or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

viii. Builder’s Risk Insurance

The subsection shall apply if Grant Funds are provided for construction or rehabilitation of real property.

Grantee, Subgrantee and/or Subcontractor shall purchase and maintain property insurance written on a builder’s risk “all-risk” or equivalent policy form in the amount of the initial construction/rehabilitation costs, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the property owner has an insurable interest in the property.

- a) The insurance shall include interests of the property owner, Grantee, Subgrantee, Subcontractors in the Project as named insureds.
- b) All associated deductibles shall be the responsibility of the Grantee, Subcontractor and Subgrantee. Such policy may have a deductible clause but not to exceed \$10,000.
- c) Property insurance shall be on an “all risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Grantee’s, Subgrantee’s and Subcontractor’s services and expenses required as a result of such insured loss.
- d) Builders Risk coverage shall include partial use by Grantee and/or property owner.
- e) The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subgrantee and Subcontractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

ix. Pollution Liability Insurance

If Grantee and/or its Subgrantee or Subcontractor is providing directly or indirectly work with pollution/environmental hazards, they must provide or cause those conducting the work to provide Pollution Liability Insurance coverage. Pollution Liability policy must include contractual liability coverage. The policy limits shall be in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Grantee's Subcontractor and/or Subgrantee.

C. Miscellaneous Insurance Provisions

Certificates of Insurance and/or insurance policies required under this Grant shall be subject to the following stipulations and additional requirements:

- i. Deductible.** Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Grantee, its Subgrantees or Subcontractors.
- ii. In Force.** If any of the said policies shall fail at any time to meet the requirements of the Grant as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Grant, the Grantee, its Subgrantee and its Subcontractor shall promptly obtain a new policy.
- iii. Insurer.** All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to Grantee.
- iv. Additional Insured**
Grantee and the State shall be named as additional insureds on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).
- v. Primacy of Coverage**
Coverage required of Grantee, Subgrantees and Subcontractors shall be primary over any insurance or self-insurance program carried by Grantee or the State.
- vi. Cancellation**
The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee's receipt of such notice.
- vii. Subrogation Waiver**
All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees and Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

D. Certificates

Grantee, Subgrantee and Subcontractor shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant or of their respective subcontract or subgrant. No later than 15 days prior to the expiration date of any such coverage, Grantee, Subgrantee and Subcontractor shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant, subgrant or subcontract, Grantee, Subgrantee and Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in **§16**. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in **§15**. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Grantee is in breach under any provision of this Grant or if the State terminates this Grant pursuant to **§15(B)**, the State shall have the remedies listed in this **§15** in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in **§14(B)**, if applicable. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

B. Early Termination in the Public Interest

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This

subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by **§15(A)** or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Grantee of such termination in accordance with **§16**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

ii. Obligations and Rights

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in **§15(A)(i)**.

iii. Payments

If this Grant is terminated by the State pursuant to this **§15(B)**, Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made.

Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Termination for No Substantial Progress in the Work

The State may elect to terminate this Grant upon receipt and review of any Quarterly Progress Report, submitted per the time periods defined in **Exhibit E – Project Performance Plan**, if such Quarterly Progress Report fails to evidence Substantial Progress in the Work as directed, defined and expected under **Exhibit B**. Further, the State may elect to terminate this Grant if the Grantee fails to complete Project Closeout within **three months** of completion of the Work. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

D. Remedies Not Involving Termination

The State, at its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or

performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Demand removal of any of Grantee's employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

v. Intellectual Property

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option **(a)** obtain for the State or Grantee the right to use such products and services; **(b)** replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, **(c)** if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

Chantal Unfug, Division Director
Division of Local Government
Colorado Department of Local Affairs
1313 Sherman Street, Room 521
Denver, Colorado 80203
Email: chantal.unfug@state.co.us

B. Grantee:

Josef Lucero, Mayor
City of Alamosa
P. O. Box 419
Alamosa, Colorado 81101
Email: jlucero@ci.alamosa.co.us

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

This section ☐ shall | ☒ shall not apply to this Grant.

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative

works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State.

18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the GIA. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the GIA and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is greater than \$100,000 either on the Effective Date or at anytime thereafter, this **§19** applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Local Affairs, and showing of good cause, may debar Grantee and prohibit Grantee from receiving future grants and bidding on future contracts. Grantee may contest the final Evaluation, Review and Rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

20. RESTRICTION ON PUBLIC BENEFITS

This section ☐ shall | ☒ shall not apply to this Grant.

Grantee must confirm that any individual natural person is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Grant by requiring the applicant to:

- A.** Produce an identification document in accordance with §2.1.1 through §2.1.3 of Colorado Department of Revenue's Rule #1 CCR 201-17, Rule for Evidence of Lawful Presence, as amended.
- B.** Execute an affidavit herein attached as **Form 1**, Residency Declaration, stating
 - i.** That he or she is a United States citizen or legal permanent resident; or
 - ii.** That he or she is otherwise lawfully present in the United States pursuant to federal law.

[The following applies if Grant is funded with federal funds].

Notwithstanding the foregoing, to the extent that there is any conflict with the provisions above or those set forth in the Residency Declaration attached hereto as **Form 1** and any provision of federal law, the provisions of federal law shall prevail.

21. GENERAL PROVISIONS

A. Assignment and Subgrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or subcontracts approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting and subcontracting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §21(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Indemnification-General

Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the GIA, or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. List of Selected Applicable Laws

At all times during the performance of this Grant, Grantee shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended, including without limitation those set forth on **Exhibit A**, Applicable Laws. Grantee also shall require compliance with such laws and regulations by subgrantees under subgrants permitted by this Grant.

I. Use Covenants

This section ☐ shall | ☒ shall not apply to this Grant:

For Subject Property that is owned by Grantee upon execution of this Grant, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after execution of this Grant. For Subject Property acquired by Grantee using Grant Funds, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after acquisition of such property.

J. Modification

i. By the Parties

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATION OF CONTRACTS -

TOOLS AND FORMS. Changes to the Grant shall be authorized to be approved by the following State or DOLA parties:

a) Approval by Division Director

The Division Director of DOLA or his delegee shall have authority to approve changes to the Responsible Administrator and Key Personnel specified in §5 of **Exhibit B** and the Principal Representative in §16.

b) Approval by DOLA Controller

The DOLA Controller shall have authority to approve all changes to the Grant which are not reserved to the Division Director above.

ii. By Operation of Law

This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

K. Order of Precedence

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Exhibit A (Applicable Laws)
- ii. Colorado Special Provisions
- iii. The provisions of the main body of this Grant (excluding the cover page)
- iv. Any executed Option Letters
- v. Exhibit B (Scope of Project)
- vi. Exhibit E (Project Performance Plan)
- vii. The cover page of this Grant

L. Severability

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

M. Survival of Certain Grant Terms

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

N. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

O. Third Party Beneficiaries

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

P. Waiver

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

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22. COLORADO SPECIAL PROVISIONS

A. The Special Provisions apply to all Grants except where noted in *italics*.

i. **CONTROLLER'S APPROVAL. CRS §24-30-202 (1).**

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

ii. **FUND AVAILABILITY. CRS §24-30-202(5.5).**

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

iii. **GOVERNMENTAL IMMUNITY.**

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

iv. **INDEPENDENT CONTRACTOR**

Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any Grant, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

v. **COMPLIANCE WITH LAW.**

Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

vi. **CHOICE OF LAW.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

vii. **BINDING ARBITRATION PROHIBITED.**

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Grant or incorporated herein by reference shall be null and void.

viii. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.**

State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without

limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

ix. EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

x. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

[Not applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

xi. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant or enter into a grant with a Subgrantee that fails to certify to Grantee that the Subgrantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Subgrantee and the granting State agency within three days if Grantee has actual knowledge that a Subgrantee is employing or contracting with an illegal alien for work under this Grant, (c) shall terminate the Subgrant if a Subgrantee does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

xii. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the Effective Date of this Grant.

(Special Provisions - effective 1/1/09)

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

*** Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf and acknowledge that the State is relying on their representations to that effect.**

GRANTEE CITY OF ALAMOSA By: _____ Name of Authorized Individual (print) Title: _____ Official Title of Authorized Individual _____ *Signature Date: _____	STATE OF COLORADO John W. Hickenlooper, GOVERNOR DEPARTMENT OF LOCAL AFFAIRS By: _____ Executive Director Date: _____ PRE-APPROVED FORM CONTRACT REVIEWER By: _____ Bret Hillberry, State Grants Program Manager Date: _____
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ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER Robert Jaros, CPA By: _____ Janet Miks, CPA, Controller Delegate Date: _____

EXHIBIT A – APPLICABLE LAWS

Laws, regulations, and authoritative guidance incorporated into this Grant include, without limitation:

1. Colorado Revised Statutes §29-1-601 et seq., as amended, Colorado Local Governments Audit Law.
2. 5 USC552a, as amended, Privacy Act of 1974.
3. 8 USC 1101, Immigration and Nationality Act.
4. 29 USC Chapter 8, §§201, 206, et seq., as amended, Labor.
5. 29 USC Chapter 14, §§621-634, et seq., as amended, Age Discrimination in Employment.
6. 40 USC Subtitle II, et seq., as amended, Public Buildings and Works.
7. 40 USC 327–330, Section 103 and 107, Contract Work Hours and Safety Standards Act, as amended.
8. 40 CFR 1500-1508, as amended, Council on Environmental Quality Regulations Implementing NEPA.
9. 41 CFR Chapter 60, as amended, Executive Order 11246.
10. 41 USC 701, et seq., Drug Free Workplace Act of 1988.
11. 42 USC Chapter 21, et seq., as amended, Civil Rights.
12. CRS §24-34-302, et seq., as amended, Civil Rights Division.
13. CRS §24-34-501 – 510, et seq., as amended, Colorado Housing Act of 1970.
14. CRS §24-75-601 et seq., as amended, Legal Investment of Public Funds.

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EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Energy Impact. The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels.

2. DESCRIPTION OF THE PROJECT(S) AND WORK.

2.1. Project Description. The Project consists of the construction and installation of drainage improvements on West 8th Street.

2.2. Work Description. The City of Alamosa (Grantee) will contract for the construction and installation of drainage facilities, including curb, gutter, area inlets, drainage swales, and pipe, along approximately 1800 linear feet of West 8th Street. Approximately 2300 lf of pipe will be installed. These improvements will accept and deliver storm drainage from over 4,000 feet of the City of Alamosa's street that are currently not served with drainage improvements. Additionally, the Grantee will complete improvements to sidewalks and street corners making them ADA accessible. The Grantee will own all the improvements and, in accordance with §9 below, a contractor will be hired to complete the Work.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. Eligible Expenses. Eligible expenses shall include: costs of construction, pipe, inlets and other necessary materials for drainage improvements and construction costs associated with sidewalk and ADA compliance improvements.

2.6. Cost Savings. Cost Savings derived while completing the Project shall be:

2.6.1. ☒ split on a pro-rata basis between the State and Grantee

2.6.2. ☐ returned to the State

3. DEFINITIONS

3.1. "Cost Savings" means the Project Budget amount less the amount expended to complete the Work. Cost Savings are determined at the time the Work is completed and the final payment request is submitted by the Grantee to the State. Cost Savings do not result in payment by the State to Grantee above actual expenditures beyond the required ratio, but deobligates unexpended Grant Funds and reduces Grantee's matching funds requirement. State shall provide written notice to Grantee verifying any Cost Savings.

3.2. "Cumulative Budgetary Line Item Changes" means a cumulative or increasing accumulation of additional expenses within a specific line item as listed in §6.2 Budget within this **Exhibit B**.

3.3. Project Budget Line items.

3.3.1. "Construction/Improvement of Public Utilities" means labor and materials costs, bond and insurance costs, bid advertisements, attorney's fees, and right-of-way acquisition costs.

3.4. "Substantial Completion" means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is construction of improvements to improve drainage and the pedestrian environment along West Eighth Street in Alamosa, Colorado.

4.2. Service Area. The performance of the Work described within this Grant shall be located in Alamosa, Colorado.

4.3. Performance Measures. Grantee shall comply with the performance measures detailed in **Exhibit E**.

4.4. Budget Line Item Adjustments. Line Item Adjustments shall not increase the Grant Funds or the total amount of the Budget.

4.4.1. Grantee shall have authority to adjust individual budget line amounts without approval of the State up to an aggregate of 10% of such line item from which the funds are moved. Such authority shall not allow Grantee to transfer to or between administration budget lines. Grantee's Responsible Administrator shall send written notification of allowed adjustments to the State within 30 days of such adjustment.

4.4.2. All changes to individual budget lines amounts which are in excess of 10% but less than 24.99% of such line item from which the funds are moved (each a "**Minor Line Item Adjustment**") shall require prior written approval of the DOLA Controller. Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(C)(i)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change.

4.4.3. All changes to individual budget lines amounts which are in excess of 24.99% of such line item from which the funds are moved shall require a prior written amendment executed by the Grantee and DOLA pursuant to **§21(J)** of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

4.4.4. Signature Authority. All Grantee notices and requests submitted to DOLA pursuant to this **§4.4** (each a "**Line Item Proposal**"), must be signed and dated by a person authorized to bind the Grantee to such Line Item Proposal.

4.5. Overall Budget Adjustments.

4.5.1. All changes to the overall Budget which are less than 24.99% (each a "**Minor Budget Adjustment**") shall require prior written approval of the DOLA Controller. Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(C)(ii)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. Minor Budget Adjustments shall not increase the Grant Funds.

4.5.1.1. Exception for Setting Final Initial Budget. Within 30 days of bid opening for its selection of its prime Subcontractor, Grantee shall submit a written request for changes to the overall Budget to revise the initial overall Budget estimate to align it with current market conditions (a "**True-up Budget Proposal**"). Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(C)(iii)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. True-up Budget Proposals shall not increase the Grant Funds. The overall Budget adjustment permitted by this **§4.5.1.1** is only permitted once under this Grant.

4.5.2. All changes to the overall Budget which are in excess of 24.99% shall require a prior written amendment executed by the Grantee and DOLA pursuant to **§21(J)** of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall

include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

4.5.3. Signature Authority. All Grantee notices and requests submitted to DOLA pursuant to this §4.5 (each a “**Budget Proposal**”), must be signed and dated by a person authorized to bind the Grantee to such Budget Proposal.

4.6. Quarterly Pay Request and Status Reports. Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) in the request and specify status of the Work in the Status Report. The report will contain an update of expenditure of funds by line item as per §6.2 of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended. This report is due within 30 days of the end of the quarter or more frequently at the discretion of the Grantee. See **Exhibit E** for specific submittal dates.

4.7. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

5.1. Replacement. Grantee shall immediately notify the State if any key personnel specified in §5 of this **Exhibit B** cease to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its key personnel, it shall notify the State and seek its approval, which shall be at the State's sole discretion, as the State executed this Grant in part reliance on Grantee's representations regarding key personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change will take effect. Anytime key personnel cease to serve, the State, in its sole discretion, may direct Grantee to suspend Work until such time as replacements are approved. All notices sent under this subsection shall be sent in accordance with §16 of the Grant.

5.2. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of **Pat Steenburg** (psteenburg@ci.alamosa.co.us), an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Project. Such administrator shall be updated through the approval process in §5.1. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.3. Other Key Personnel: Heather Brooks (hbrooks@ci.alamosa.co.us). Such key personnel shall be updated through the approval process in §5.1.

6. FUNDING

The State provided funds shall be limited to the amount specified under the “Grant Funds” column of §6.2, Budget, below.

6.1. Matching Funds. Grantee shall provide the required (*see checked item*) ☒ Matching Funds, as listed in the “Matching Funds” column of §6.2 below during the term of this Project. Funds used as match on previous grant(s) cannot be used as Matching Funds for this Grant.

6.2. Budget

Budget Line Item(s)	Total Cost	Grant Funds	Matching Funds	Matching Funds Source
Construction/Improvement of Public Utilities	\$416,731	\$165,074	\$251,657	Grantee
Total	\$416,731	\$165,074	\$251,657	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant.

7.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	\$156,821	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$8,253	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$165,074	

7.2. Remittance Address. If mailed, payments shall be remitted to the following address unless changed in accordance with §16 of the Grant:

City of Alamosa P. O. Box 419 Alamosa, Colorado 81101

7.3. Interest. Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

8.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with §4.6 of this **Exhibit B**.

8.1.2. Final Reports. Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

8.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

8.3. Bonds. If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds here under from companies holding

certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

8.3.1.Bid Bond. A bid guarantee from each bidder equivalent to 5 percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

8.3.2.Performance Bond. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

8.3.3.Payment Bond. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

8.3.4.Substitution. The bonding requirements in this §8.3 may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

9. CONSTRUCTION/RENOVATION. The following subsections shall apply to construction and/or renovation related projects/activities:

9.1. Plans & Specifications. Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

9.2. Procurement. A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.

9.3. Subcontracts. Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

9.4. Standards. Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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EXHIBIT E – PROJECT PERFORMANCE PLAN

Funding: EIAF	Name of Grantee City of Alamosa	
Project Number: 7685	Name of Project West Eighth Street Drainage	
DESCRIPTION OF PROJECT:	The Project consists of the construction and installation of drainage improvements on West 8th Street.	
DLG Staff: Christy Culp - Regional Manager (719) 589-2251 CC Chelsea Stromberg - Regional Assistant		
MILESTONES – Grantee shall...	By:	STATE ROLE- DLG shall...
Put Project out to bid.	Within 30 days of the Effective Date of this Grant Agreement.	Assist Grantee with bidding process, if necessary. Provide feedback to Grantee identifying issues or concerns, if any.
Award and finalize subcontract(s) and/or sub-grant(s).	Within 30 days of the RFP.	Review selection and award documentation, and copy of subcontract(s) and/or sub-grant(s) for project file. Provide feedback to Grantee identifying issues or concerns, if any.
Provide DOLA with Project Timeline.	Within 30 days of the Effective Date of the subcontract(s).	Review timeline to ensure timely completion of Project. Provide feedback to Grantee identifying issues or concerns, if any.
Contractor mobilization.	Within 30 days of the Effective Date of the subcontract(s).	Monitor progress reports from the Grantee. Help Grantee identify if/when a Grant Agreement amendment is needed. Provide feedback to Grantee identifying issues or concerns, if any.
Project Completion.	December 31, 2015	Review past quarterly reports, conduct on-site monitoring, and review final report.

Submit quarterly progress reports, which includes: Project Performance Plan accomplishments and a Financial Summary Report for: 2nd Quarter 2015 3rd Quarter 2015 4th Quarter 2015 Progress shall be evaluated by the Grantee and documented and included at least upon submittal of Quarterly Progress Reports. Such evaluation may consist of any/all of the following monitoring methods: a) on-site walk through inspections of West Eighth Street in order to determine if: i) the contractor has constructed and installed an acceptable percentage of the drainage improvements as would be expected under this Grant and Exhibit B (including but not limited to curbs, gutters, area inlets, drainage swales, and pipe as well as ADA accessible sidewalks and street corners); ii) the contractor is experiencing delays; iii) the drainage improvements are progressing per agreed upon timeline/milestones and as would be expected under this Grant and Exhibit B (including but not limited to obtaining required approvals, use of approved materials, and testing of all elements); and b) question and answer sessions with the contractor to confirm understanding by all parties as to the nature of the Work and how far along it should be dependent upon the Quarter under review.	(30 calendar days after each quarter): July 30, 2015 October 30, 2015 January 30, 2016	Review documents and provide follow up technical assistance as necessary. If needed, respond to a request for training within 10 days.	ACHIEVED: <u>MM/DD/20YY</u> ACHIEVED: <u>MM/DD/20YY</u> ACHIEVED: <u>MM/DD/20YY</u> ACHIEVED: <u>MM/DD/20YY</u>
--	--	--	---

Submit, at a minimum quarterly basis, pay requests and supporting documentation of expenses.	July 30, 2015 October 30, 2015 January 30, 2016	Review backup documentation and proof of payment prior to approving pay request. Reimbursement should not exceed pro rata share.	ACHIEVED: <u>MM/DD/20YY</u>
Submit the Project Final Report to DLG within 90 days after the Project Completion or expiration of Grant Agreement.	March 31, 2016	Provide forms to Grantee within 30 days of completion of work or end of the Grant Agreement. Process the Final Report and deobligate any remaining grant funds within 30 days of receiving a complete Final report.	ACHIEVED: <u>MM/DD/20YY</u>

QUARTERLY QUESTIONS

List Reimbursement Requests for the three months being reported on:		
<u>Month</u>	January	<u>Amount</u>
<u>Month</u>	January	<u>Amount</u>
<u>Month</u>	January	<u>Amount</u>
Were any months “zero payment” (no costs incurred) during this quarter? If so, please provide an explanation.		
What are the forecasted costs for the next quarter?		
Are the budget lines still adequate? Is a contract amendment needed at this time? Are there any anticipated concerns or issues?		
Do you foresee any potential problems meeting the Grant Agreement completion deadline?		
Were previously identified problems (if any) corrected? Was a budget adjustment needed/done to address the problem(s)?		

EXHIBIT G

Form of Option Letter

Date: 	Original Grant CMS #: 	Option Letter # 	CMS Routing #
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1) OPTIONS:

- a. Option to issue a new Budget (§6.2 of Exhibit B) for a Minor Line Item Adjustment (as defined in §4.4.2 of Exhibit B).
- b. Option to issue a new Budget (§6.2 of Exhibit B) for a Minor Budget Adjustment (as defined in §4.5.1 of Exhibit B).
- c. Option to issue a new Budget (§6.2 of Exhibit B) for acceptance of a True-Up Budget Proposal (as defined in §4.5.1.1 of Exhibit B).

2) REQUIRED PROVISIONS. All Option Letters shall contain the appropriate provisions set forth below:

- a. **For use with Option 1(a):** In accordance with §7(C)(i) of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and Grantee's Name ("Grantee"), the State hereby approves the Minor Line Item Adjustment listed on the attached revised Budget for §6.2 of Exhibit B. Section 6.2 of Exhibit B of the Original Grant is hereby deleted and replaced with the attached §6.2 of Exhibit B. All references to §6.2 of Exhibit B in the Original Grant shall refer to the attached Exhibit. Minor Line Item Adjustments shall not increase the Grant Funds or the total amount of the Budget.
- b. **For use with Option 1(b):** In accordance with §7(C)(ii) of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and Grantee's Name ("Grantee"), the State hereby approves the Minor Budget Adjustment listed on the attached revised Budget for §6.2 of Exhibit B. Section 6.2 of Exhibit B of the Original Grant is hereby deleted and replaced with the attached §6.2 of Exhibit B. All references to §6.2 of Exhibit B in the Original Grant shall refer to the attached Exhibit. Minor Budget Adjustments shall not increase the Grant Funds.
- c. **For use with Option 1(c):** In accordance with §7(C)(iii) of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and Grantee's Name ("Grantee"), the State hereby approves the True-Up Budget Proposal listed on the attached revised Budget for §6.2 of Exhibit B. Section 6.2 of Exhibit B of the Original Grant is hereby deleted and replaced with the attached §6.2 of Exhibit B. All references to §6.2 of Exhibit B in the Original Grant shall refer to the attached Exhibit. True-Up Budget Proposals shall not increase the Grant Funds.

3) Effective Date. The effective date of this Option Letter is upon approval of the State Controller or Insert start date, whichever is later.

STATE OF COLORADO John W. Hickenlooper GOVERNOR Colorado Department of Local Affairs
_____ By: Executive Director
Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER

Robert Jaros, CPA

By: _____

Janet Miks, CPA, Controller Delegate

Date: _____

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Alley Vacation, Block 1, College Subdivision

Recommended Action:

That Council accept Ordinance No. 7 - 2015 vacating the alley on the north side of Block 1, College Subdivision, on first reading and set it for public hearing on June 3rd, 2015.

Background:

Several years ago a land transfer between then Adams State College and the Trinity Lutheran Church resulted in the church obtaining the property to the rear (north) of their facility for the relocation of the playground used by the children attending the church-run school. With the completion of the new playground, the church is now requesting the vacation of the alley that separates the existing building from the playground. This will result in a safer environment for the children and help alleviate what has been reported as troublesome local traffic in the area. At the time of the land transfer, it was understood and represented that when this alley vacation was requested, the church would dedicate a new alley for access to solid waste and emergency vehicles. When the actual layout of the new alley was being investigated, our commercial garbage truck was brought on site to identify necessary turning radii and it was determined by the church that the area required for that truck to access the rear of the neighbor's property was greater than they had expected and approached the neighbors with the request to waive all emergency and garbage access to the rear of their property. Signed letters of acknowledgement have been obtained from each of the three property owners to the east agreeing to the vacation and the relinquishment of emergency and city access. This has been agreed to by Fire Chief Chapman and Public Works Department personnel. This is a dead end alley that serves no other properties and has no City utilities installed within it. There are, however, overhead power lines that will have to be protected and kept accessible to the utility owners.

Issue Before the Council:

Does Council wish to vacate the alley?

Alternatives:

Council may approve Ordinance No. 7-2105 on first reading and set for public hearing or not pass the ordinance and provide staff further direction.

Fiscal Impact:

No significant fiscal impact is anticipated.

Legal Opinion:

City Attorney will be present for comment.

Conclusion:

This is a dead-end alley that serves no properties other than those involved in the vacation request and original land transfer, the southeasterly portions of the alley were vacated by Ordinance Nos. 11-1996 and 11-2000.

ATTACHMENTS:

Description		Type
	Ordinance 7-2015	Ordinance
	Exhibit A to Ordinance 7-2015	Exhibit
	Aerial Photo	Backup Material

ORDINANCE NO. 7-2015

AN ORDINANCE VACATING THE ALLEY ON THE NORTH SIDE OF LOTS 5 THROUGH 11, BLOCK 1 OF THE COLLEGE SUBDIVISION, LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4SE1/4) OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 10 EAST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF ALAMOSA, ALAMOSA COUNTY, COLORADO

WHEREAS, the easterly portion of this alley was vacated by Ordinance 11-2000 creating a dead-ended alley; and

WHEREAS, the owners of that portion of Block 1 of the College Subdivision that is served by the remaining alley, being the owners of lots 5 through 11, Block No. 1 of the College Subdivision, have petitioned that it be vacated; and

WHEREAS, the owners of lots 5 through 11, Block No. 1 of the College Subdivision have agreed to the City's reservation of an easement for the existing electric utility lines and for future public utilities of all types in the originally platted alley; and

WHEREAS, the vacation of this alley will contribute to the safe and effective use of the adjacent platted properties and better support future development of the area; and

WHEREAS, there does not appear to be a public interest in the maintenance of this alley for public access.

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Alamosa, Colorado:

Section 1. That the alley located on the north side of Block 1 of the College Subdivision, as depicted on Exhibit A as attached, is hereby vacated, resulting in vacation of the entire alley between Monterey Avenue and the levee.

Section 2. The City hereby reserves a Public Utility Easement for the existing electric utility lines and for future public utilities of all types in the originally platted alley.

Section 3. General Repealer. All acts, orders, ordinances, resolutions, or portions thereof in conflict herewith, are hereby repealed to the extent of such conflict.

Section 4. Recording and Authentication. This ordinance, immediately upon its passage, shall be authenticated by the signatures of the Mayor and City Clerk, recorded in the City Book of Ordinances kept for that purposes, and published according to law.

Section 5. Publication and Effective Date. This ordinance shall take effect ten (10) days after publication following final passage. Publication both before and after final passage shall be by the title of this ordinance, which Council determines constitutes a sufficient summary of the ordinance, together with the statement that the full text of the ordinance is available for public inspection and acquisition on the City's website and in the office of the City Clerk.

Section 6. Declaration of Public Interest. This ordinance is necessary to preserve the peace, health, safety, welfare, and to serve the best interest of the citizens of the City of Alamosa, Colorado.

INTRODUCED, READ AND ORDERED published the 20th day of May, 2015, and a public hearing hereon fixed for the 3rd day of June, 2015 at 7:00 p.m., or as soon thereafter as the matter may be heard.

APPROVED, AND ADOPTED after public hearing this ____ day of ____, 2015.

CITY OF ALAMOSA

By: _____ Josef Lucero, Mayor

ATTEST:

Holly Martinez, City Clerk

Exhibit A

THE ADAMS STATE COLLEGE STREET REALIGNMENT
AND PARCEL EXCHANGE SURVEY

in the East Half of the East Half (E½W½) of Section 4, Township 37 North, Range 10 East, New
Mexico Principal Meridian, City of Alamosa, Alamosa County, Colorado

Lots 1-5, Block 1 of the College Subdivision, located in the East Half of the Southwest (E/2SW1/4) of section 4, Township 37 North, Range 12 East, New Mexico Principal Meridian, City of Alameda, Alameda County, Colorado, are now being listed in the records of the Alameda County Clerk and Recorder on September 16, 1947, under Reception File #1676, containing 0.80 acres, more or less and being subject to any existing encumbrances and/or rights in any of record or record nature, including but not limited to:

Figure 6. The distribution of the mean annual precipitation along the mountainous belt of the North American continent. The map shows the distribution of mean annual precipitation (mm) across the North American continent, with values ranging from 0 to 100 mm. The map includes latitude and longitude markings, and a scale bar indicating distances up to 1000 km. The distribution shows higher precipitation levels in the western and northern regions, decreasing towards the eastern coast.

A tract of land located in the East Half of the Southeast 1/4 of Section 4, Township 27 North, Range 72 East, New Mexico Principal Meridian, City of Alamosa, Alamosa County, Colorado, said tract being more particularly described as follows:

[illegible]

A right of way for a City Street and utilities, said right of way being fifty (50) feet in width, and being located in the south half of the Southeast 1/4 of Section 4, Township 37 North, Range 13 East, New Mexico Principal Meridian, City of Alamogordo, San Diego County, New Mexico, as shown on the attached plat.

[illegible]

All of that alley adjoining Lots 1-5, Block 1 of the Colosse Subdivision, located in the East Half of the Southeast (E1/2SE1/4) of Section 4, Township 37 North, Range 18 East, New Mexico Principal Meridian, City of Alamosa, Alamosa County, Colorado, as are the plan filed in the records of the Alamosa County Clerk and Recorder on September 15, 1947, under Reception No. 91179.

Description - Parcel 5 (Church to quit-claim to College)
Lots 9 and 10, Block 4 of the College Subdivision, located in the East Half of the Southeast 1/4 of Section 4, Township 37 North, Range 10 East, New Mexico Principal Meridian, City of ALBUQUERQUE, ALBUQUERQUE County, New Mexico. As per the plat filed in the records of the Alameda County Clerk and Recorder on September 15, 1947, under Reception No. 99679.

This drawing is the property of the surveyor used and is not to be reproduced, modified or used for any other purpose or extension of this project except by express written consent of the surveyor. The surveyor shall not be liable or held responsible for any claims, liability or costs arising out of any reason other than the negligence of the surveyor.

Utilities as depicted herein were located on the ground in January, 2010. The existence and/or location of these utilities at the time of this certification are unknown.

Deposited this 16 day of MARCH, A.D. 2010, at 12:38 O'clock, P.M.

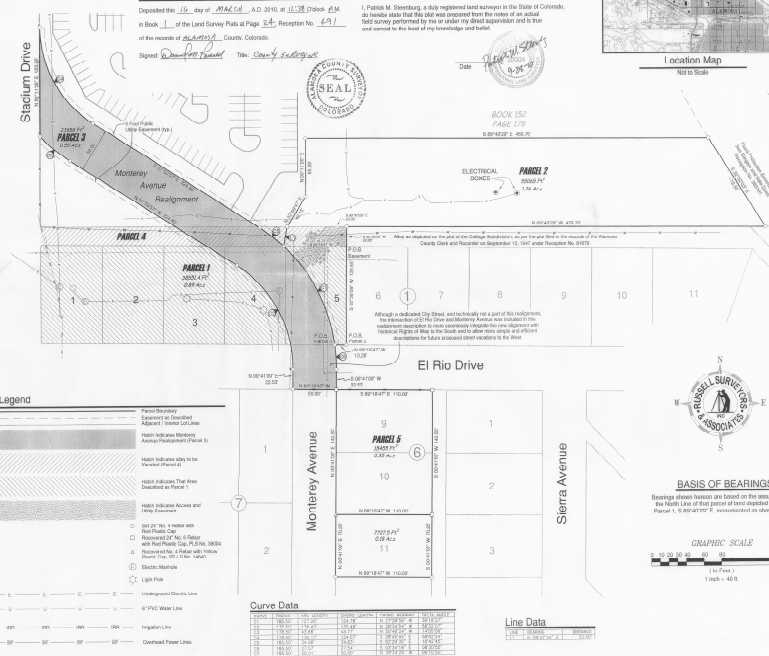
In Book 1 of the Land Survey Plats at Page 24, Reception No. 691
of the records of El Paso County, Colorado.

Signed W. Donald P. Randall Title: County Surveyor

I, Patrick M. Steenburg, a duly registered land surveyor in the State of Colorado do hereby state that this plat was prepared from the notes of an actual

field survey performed by me or under my direct supervision and is true and correct to the best of my knowledge and belief.

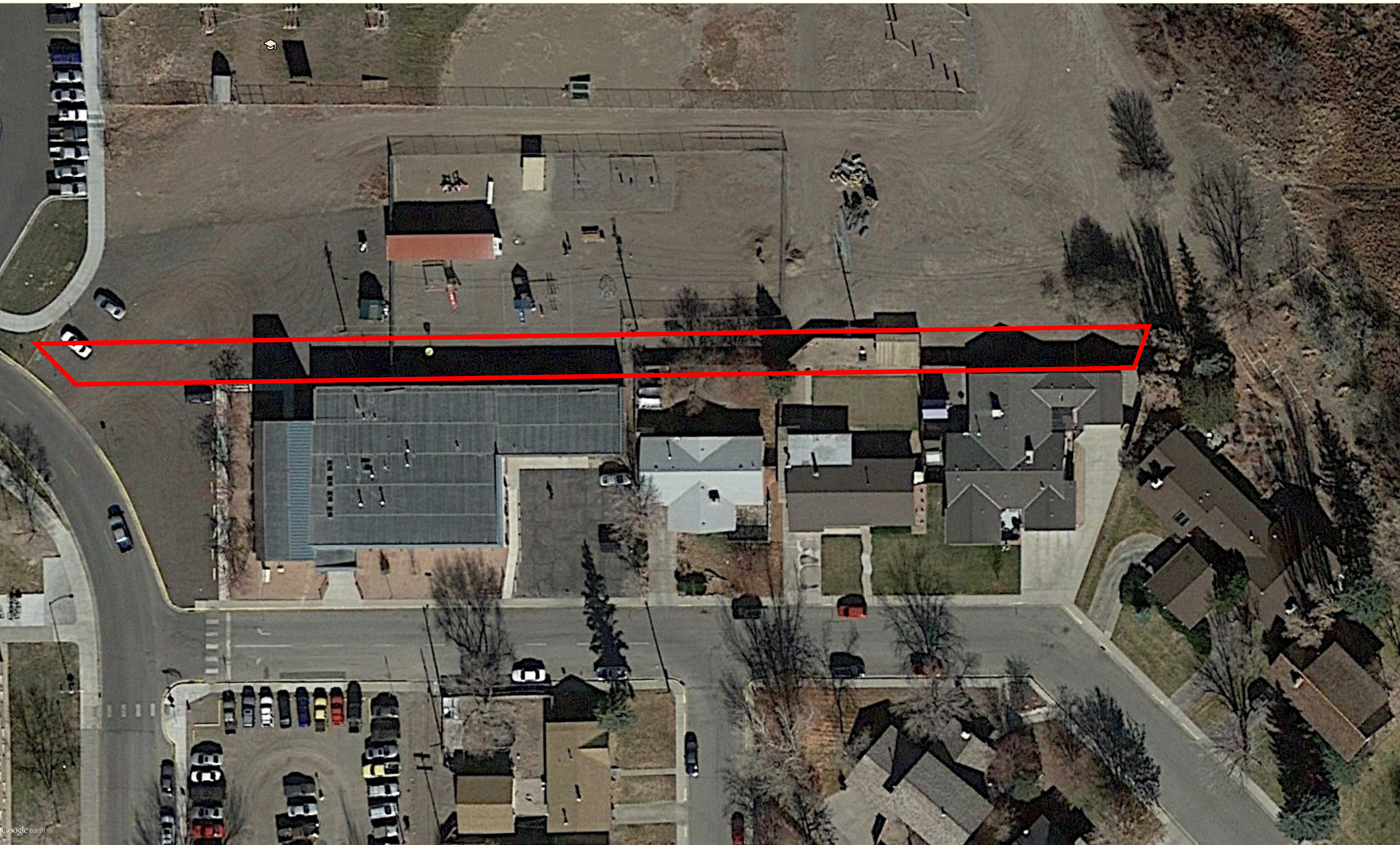
1871-1872



RUSSELL SURVEYORS & ASSOCIATES, INC.
6600 E. Main, T. A. BAKER, COLORADO SPRINGS

THE ADAMS STATE COLLEGE STREET REALIGNMENT
AND PARCEL EXCHANGE SURVEY

SE NIT
1
DRAWN:
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DATE:
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CL Acton Co
REV
JOB R0



ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Motion authorizing the Mayor to sign and accept the Energy Impact Assistance Funds granted by the Department of Local Affairs in the amount of \$165,074 for drainage and pedestrian improvements on West Eighth Street.

Recommended Action:

That Council authorize the Mayor to sign the contract with the Department of Local Affairs to accept the \$165,074 granted for pedestrian and drainage improvements on West Eighth Street.

Background:

In 2014 staff applied to the Department of Local Affairs for funding from Energy Impact Assistance Funds that would allow the City to extend the project on West Eighth Street to more rapidly serve not only the residents in the area with drainage and pedestrian facilities but to address safety issues specific to pedestrian access and drop-off at the elementary schools. \$165,074 was granted as a result of this application and this formal acceptance of the grant is the next step in the ultimate appropriation of these funds.

Issue Before the Council:

Does Council wish to accept the grant from the Department of Local Affairs?

Alternatives:

Council may accept the grant, or choose not to accept the grant and provide staff with further direction.

Fiscal Impact:

This grant will help offset capital costs associated with sidewalk, curb and gutter, and drainage facilities on West Eighth Street.

Legal Opinion:

The City Attorney will be present for comment

Conclusion:

The City has been successful in securing a grant in the amount of \$165,074 from the Energy Impact Assistance Funds managed by the Department of Local Affairs.

ATTACHMENTS:

Description	Type
 Email Memo	Backup Material
 Grant Agreement	Backup Material
 Exhibit A	Exhibit
 Exhibit B	Exhibit
 Exhibit E	Exhibit
 Exhibit G	Exhibit



COLORADO
Department of Local Affairs
Division of Local Government

April 9, 2015

Josef Lucero, Mayor
City of Alamosa
P. O. Box 419
Alamosa, Colorado 81101

RE: EIAF 7685 - Alamosa West Eighth Street Drainage

Dear Mayor Lucero:

Attached is the grant contract packet for the above-referenced Energy Impact Assistance Fund project. If the contract is satisfactory as written, please print and execute three (3) originals of the contract, signed and dated by an authorized signator (original signatures only; no photocopies, stamped or e-signatures). Please note that an authorized signator is a County Chief Elected Official, City/Town Mayor, or District Board President. If any other individual should sign this contract, you must provide a letter from the Chief Elected Official documenting the specific individual's delegated authority to sign.

The following five (5) documents comprise the complete contract packet. Please note which documents are required to be returned to the State for final execution.

1. Grant Agreement (return 3, each must have original signature by Authorized Official - no photocopies)
2. Exhibit A - Applicable Laws (return 1)
3. Exhibit B - Scope of Project (return 1)
4. Exhibit E - Project Performance Plan (return 1)
5. Exhibit G - Form of Option Letter (return 1)

Please send these documents along with the return routing memo (see below) to:

Department of Local Affairs
ATTENTION: Diane Von Dollen
1313 Sherman Street, Room 521
Denver, CO 80203

If you have any questions, please call Christy Culp (719) 589-2251 or me at (303) 864-7731.

Sincerely,

Beth Lipscomb
Contracts Specialist
Department of Local Affairs

Enclosures



RETURN ROUTING MEMORANDUM

TO: Diane Von Dollen

THROUGH: Pat Steenburg, City of Alamosa

FROM: Beth Lipscomb

DATE: April 9, 2015

RE: Contract Approvals

FOR FINAL APPROVAL ROUTING (3 COPIES ENCLOSED):

RE: EIAF 7685 - Alamosa West Eighth Street Drainage

√ Contractor's Federal I.D.# on file with Accounting

_____ Form sent to Contractor to complete

Christy Culp, DOLA Regional Manager



GRANT AGREEMENT

Between

STATE OF COLORADO
DEPARTMENT OF LOCAL AFFAIRS

And

CITY OF ALAMOSA

Summary

Award Amount: \$165,074.00

Identification #s:

Encumbrance #: F15S7685 *(DOLA's primary identification #)*
Contract Management System #: 78565 *(State of Colorado's tracking #)*

Project Information:

Project/Award Number: EIAF 7685
Project Name: Alamosa West Eighth Street Drainage
Performance Period: Start Date: _____ End Date: 12/31/15
Brief Description of Project / Assistance: The Project consists of the construction and installation of drainage improvements on West 8th Street.

Program & Funding Information:

Program Name: Energy & Mineral Impact Assistance Fund
Funding source: State Funds
Catalog of Federal Domestic Assistance (CFDA) Number (if federal funds): N/A
Funding Account Codes: 152 FBA0 127 5110

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1. PARTIES

This Agreement (hereinafter called “Grant”) is entered into by and between the **CITY OF ALAMOSA** (hereinafter called “Grantee”), and the STATE OF COLORADO acting by and through the Department of Local Affairs for the benefit of the Division of Local Government (hereinafter called the “State” or “DOLA”).

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to (*see checked option(s) below*):

A. ☒ The Effective Date.

B. ☐ The Effective Date; provided, however, that all Project costs, if specifically authorized by the federal funding authority, incurred on or after March 1, 20XX, may be submitted for reimbursement as if incurred after the Effective Date.

C. ☐ insert date for authorized Pre-agreement Costs (as such term is defined in §4) , if specifically authorized by the funding authority . Such costs may be submitted for reimbursement as if incurred after the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 39-29-110 (Local Government Severance Tax Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

C. Purpose

The purpose of this Grant is described in **Exhibit B**.

D. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Budget

“Budget” means the budget for the Project and/or Work described in **Exhibit B**.

B. Closeout Certification

“Closeout Certification” means the Grantee’s certification of completion of Work submitted on a form provided by the State.

C. Evaluation

“Evaluation” means the process of examining Grantee’s Work and rating it based on criteria established in **§6** and **Exhibit B**.

D. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein:

- i. Exhibit A (Applicable Laws)
- ii. Exhibit B (Scope of Project)
- iii. Exhibit E (Project Performance Plan)
- iv. Exhibit G (Form of Option Letter)

E. Goods

“Goods” means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

F. Grant

“Grant” means this agreement, its terms and conditions, attached exhibits, documents incorporated by reference pursuant to the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

G. Grant Funds

“Grant Funds” means available funds payable by the State to Grantee pursuant to this Grant.

H. Party or Parties

“Party” means the State or Grantee and “Parties” means both the State and Grantee.

I. Pay Request(s)

“Pay Request(s)” means the Grantee’s reimbursement request(s) submitted on form(s) provided by the State.

J. Pre-agreement costs

“Pre-agreement costs,” when applicable, means the costs incurred on or after the date as specified in **§2** above, and prior to the Effective Date of this Grant. Such costs shall have been detailed in Grantee’s grant application and specifically authorized by the State and incorporated herein pursuant to **Exhibit B**.

K. Project

“Project” means the overall project described in **Exhibit B**, which includes the Work.

L. Project Closeout

“Project Closeout” means the submission by the Grantee to the State of an actual final Pay Request, a final Status Report and a Closeout Certification.

M. Program

“Program” means the grant program specified on the first page of this Grant that provides the funding for this Grant.

N. Review

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§6** and **Exhibit B**.

O. Services

“Services” means the required services to be performed by Grantee pursuant to this Grant.

P. Status Report(s)

“Status Report(s)” means the Grantee’s status report(s) on the Work/Project submitted on form(s) provided by the State.

Q. Subcontractor

“Subcontractor” means third-parties, if any, engaged by Grantee to carry out specific vendor related services.

R. Subgrantee

“Subgrantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations. Subgrantee is bound by the same overall programmatic and grant requirements as Grantee.

S. Subject Property

“Subject Property” means the real property, if any, for which Grant Funds are used to acquire, construct, or rehabilitate.

T. Substantial Progress in the Work

“Substantial Progress in the Work” means Grantee meets all deliverables and performance measures within the time frames specified in **Exhibit E**.

U. Work

“Work” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibit B**, including the performance of the Services and delivery of the Goods.

V. Work Product

“Work Product” means the tangible or intangible results of Grantee’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM

A. Initial Term-Work Commencement

Unless otherwise permitted in **§2** above, the Parties’ respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on **December 31, 2015** unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

The State, at its sole discretion upon written notice to Grantee as provided in **§16**, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

6. STATEMENT OF WORK

A. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit B**. Except as specified in §2 above, the State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

B. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed by Grantee or Subgrantees shall be considered Grantee's or Subgrantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

7. PAYMENTS TO GRANTEE

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is **\$165,074.00 (ONE HUNDRED SIXTY FIVE THOUSAND SEVENTY FOUR and XX/100 DOLLARS)**, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit B**.

B. Payment

i. Advance, Interim and Final Payments

Any payment allowed under this Grant or in **Exhibit B** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

ii. Interest

The State shall not pay interest on Grantee invoices. The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not fully appropriated, or otherwise become unavailable for this Grant, the State may immediately terminate this Grant in whole or in part to the extent of funding reduction without further liability in accordance with the provisions herein.

iv. Erroneous Payments

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in **Exhibit B**.

i. Budget Line Item Adjustments.

Modifications to uses of such Grant Funds shall be made in accordance with **§4.4 of Exhibit B**. For line item adjustments over 10% but less than 24.99% (a “**Minor Line Item Adjustment**”) which are approved, the State shall provide written notice to Grantee in a form substantially equivalent to **Exhibit G** (each an “**Option Letter**”). If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

ii. Overall Budget Adjustments.

Modifications to the overall Budget shall be made in accordance with **§4.5 of Exhibit B**. For overall Budget adjustments less than 24.99% (a “**Minor Budget Adjustment**”) which are approved, the State shall provide written notice to Grantee in an Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

iii. Setting Final Initial Budget.

All requests by the Grantee to align the initial overall Budget with current market conditions shall be made in accordance with **§4.5.1.1 of Exhibit B**. If such True-up Budget Proposal (as such term is defined in **§4.5.1.1 of Exhibit B**) is approved, the State shall provide written notice to Grantee in an Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

D. Matching/Leveraged Funds

Grantee shall provide matching and/or leveraged funds in accordance with **Exhibit B**.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this **§8** shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with **§19**, if applicable.

A. Performance, Progress, Personnel, and Funds

State shall submit a report to the Grantee upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee’s performance and the final status of Grantee’s obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in **Exhibit B**.

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee’s ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State’s principal representative as identified herein. If the State’s principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of DOLA.

C. Performance Outside the State of Colorado and/or the United States

[Not applicable if Grant Funds include any federal funds] Following the Effective Date, Grantee shall provide written notice to the State, in accordance with **§16 (Notices and Representatives)**, within 20 days of the earlier to occur of Grantee’s decision to perform, or its execution of an agreement with a Subgrantee to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this **§8.C** shall be posted on the Colorado Department of Personnel & Administration’s website. Knowing failure by Grantee to provide notice to the State under this **§8.C** shall constitute a material breach of this Grant.

D. Noncompliance

Grantee’s failure to provide reports and notify the State in a timely manner in accordance with this **§8** may result in the delay of payment of funds and/or termination as provided under this Grant.

E. Subgrants/Subcontracts

Copies of any and all subgrants and subcontracts entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants and subcontracts entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

9. GRANTEE RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the "Record Retention Period") until the last to occur of the following:

- (i) a period of five years after the date this Grant is completed or terminated, or final payment is made hereunder, whichever is later, or
- (ii) for such further period as may be necessary to resolve any pending matters, or
- (iii) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved.

B. Inspection

Grantee shall permit the State, the federal government (if Grant Funds include federal funds) and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of five years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or in equity in lieu of or in conjunction with such corrective measures.

C. Monitoring

Grantee shall permit the State, the federal government (if Grant Funds include federal funds), and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

D. Final Audit Report

Grantee shall provide a copy of its audit report(s) to DOLA as specified in **Exhibit B**.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee shall comply with the provisions of this **§10** if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

A. Confidentiality

Grantee shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

B. Notification

Grantee shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this §10.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant.

12. REPRESENTATIONS AND WARRANTIES

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Grantee and Grantee's Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

13. INSURANCE

Grantee and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

A. Grantee

i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each subgrant with Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee's liabilities under the GIA.

ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to Subgrantees that are not "public entities".

B. Grantees, Subgrantees and Subcontractors

Grantee shall require each subgrant with Subgrantees and each contract with Subcontractors, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Workers' Compensation

Workers' Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee, Subgrantee and Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: **(a)** \$1,000,000 each occurrence; **(b)** \$1,000,000 general aggregate; **(c)** \$1,000,000 products and completed operations aggregate; and **(d)** \$50,000 any one fire.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Malpractice/Professional Liability Insurance

This section ☐ shall | ☒ shall not apply to this Grant.

Grantee, Subgrantees and Subcontractors shall maintain in full force and effect a Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, written on an occurrence form, that provides coverage for its work undertaken pursuant to this Grant. If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of this Grant and for at least two years beyond the completion and acceptance of the work under this Grant, or, alternatively, a two year extended reporting period must be purchased. The Grantee, Subgrantee or Subcontractor shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from such party's performance of professional services under this Grant, a subcontract or subgrant.

v. Umbrella Liability Insurance

For construction projects exceeding \$10,000,000, Grantee, Subgrantees and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in §13B(i)-(iv) above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Grantee, Subgrantee and

Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

vi. Property Insurance

This subsection shall apply if Grant Funds are provided for the acquisition, construction, or rehabilitation of real property.

Insurance on the buildings and other improvements now existing or hereafter erected on the premises and on the fixtures and personal property included in the Subject Property against loss by fire, other hazards covered by the so called “all risk” form of policy and such other perils as State shall from time to time require with respect to properties of the nature and in the geographical area of the Subject Property, and to be in an amount at least equal to the replacement cost value of the Subject Property. Grantor will at its sole cost and expense, from time to time and at any time, at the request of State provide State with evidence satisfactory to State of the replacement cost of the Subject Property.

vii. Flood Insurance

If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in §vi above or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

viii. Builder’s Risk Insurance

The subsection shall apply if Grant Funds are provided for construction or rehabilitation of real property.

Grantee, Subgrantee and/or Subcontractor shall purchase and maintain property insurance written on a builder’s risk “all-risk” or equivalent policy form in the amount of the initial construction/rehabilitation costs, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the property owner has an insurable interest in the property.

- a) The insurance shall include interests of the property owner, Grantee, Subgrantee, Subcontractors in the Project as named insureds.
- b) All associated deductibles shall be the responsibility of the Grantee, Subcontractor and Subgrantee. Such policy may have a deductible clause but not to exceed \$10,000.
- c) Property insurance shall be on an “all risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Grantee’s, Subgrantee’s and Subcontractor’s services and expenses required as a result of such insured loss.
- d) Builders Risk coverage shall include partial use by Grantee and/or property owner.
- e) The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subgrantee and Subcontractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

ix. Pollution Liability Insurance

If Grantee and/or its Subgrantee or Subcontractor is providing directly or indirectly work with pollution/environmental hazards, they must provide or cause those conducting the work to provide Pollution Liability Insurance coverage. Pollution Liability policy must include contractual liability coverage. The policy limits shall be in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Grantee's Subcontractor and/or Subgrantee.

C. Miscellaneous Insurance Provisions

Certificates of Insurance and/or insurance policies required under this Grant shall be subject to the following stipulations and additional requirements:

- i. Deductible.** Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Grantee, its Subgrantees or Subcontractors.
- ii. In Force.** If any of the said policies shall fail at any time to meet the requirements of the Grant as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Grant, the Grantee, its Subgrantee and its Subcontractor shall promptly obtain a new policy.
- iii. Insurer.** All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to Grantee.
- iv. Additional Insured**
Grantee and the State shall be named as additional insureds on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).
- v. Primacy of Coverage**
Coverage required of Grantee, Subgrantees and Subcontractors shall be primary over any insurance or self-insurance program carried by Grantee or the State.
- vi. Cancellation**
The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee's receipt of such notice.
- vii. Subrogation Waiver**
All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees and Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

D. Certificates

Grantee, Subgrantee and Subcontractor shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant or of their respective subcontract or subgrant. No later than 15 days prior to the expiration date of any such coverage, Grantee, Subgrantee and Subcontractor shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant, subgrant or subcontract, Grantee, Subgrantee and Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Grantee is in breach under any provision of this Grant or if the State terminates this Grant pursuant to §15(B), the State shall have the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B), if applicable. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

B. Early Termination in the Public Interest

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This

subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by **§15(A)** or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Grantee of such termination in accordance with **§16**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

ii. Obligations and Rights

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in **§15(A)(i)**.

iii. Payments

If this Grant is terminated by the State pursuant to this **§15(B)**, Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made.

Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Termination for No Substantial Progress in the Work

The State may elect to terminate this Grant upon receipt and review of any Quarterly Progress Report, submitted per the time periods defined in **Exhibit E – Project Performance Plan**, if such Quarterly Progress Report fails to evidence Substantial Progress in the Work as directed, defined and expected under **Exhibit B**. Further, the State may elect to terminate this Grant if the Grantee fails to complete Project Closeout within **three months** of completion of the Work. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

D. Remedies Not Involving Termination

The State, at its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or

performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Demand removal of any of Grantee's employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

v. Intellectual Property

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option **(a)** obtain for the State or Grantee the right to use such products and services; **(b)** replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, **(c)** if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

Chantal Unfug, Division Director
Division of Local Government
Colorado Department of Local Affairs
1313 Sherman Street, Room 521
Denver, Colorado 80203
Email: chantal.unfug@state.co.us

B. Grantee:

Josef Lucero, Mayor
City of Alamosa
P. O. Box 419
Alamosa, Colorado 81101
Email: jlucero@ci.alamosa.co.us

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

This section ☐ shall | ☒ shall not apply to this Grant.

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative

works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State.

18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the GIA. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the GIA and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is greater than \$100,000 either on the Effective Date or at anytime thereafter, this **§19** applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Local Affairs, and showing of good cause, may debar Grantee and prohibit Grantee from receiving future grants and bidding on future contracts. Grantee may contest the final Evaluation, Review and Rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

20. RESTRICTION ON PUBLIC BENEFITS

This section ☐ shall | ☒ shall not apply to this Grant.

Grantee must confirm that any individual natural person is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Grant by requiring the applicant to:

- A.** Produce an identification document in accordance with §2.1.1 through §2.1.3 of Colorado Department of Revenue's Rule #1 CCR 201-17, Rule for Evidence of Lawful Presence, as amended.
- B.** Execute an affidavit herein attached as **Form 1**, Residency Declaration, stating
 - i.** That he or she is a United States citizen or legal permanent resident; or
 - ii.** That he or she is otherwise lawfully present in the United States pursuant to federal law.

[The following applies if Grant is funded with federal funds].

Notwithstanding the foregoing, to the extent that there is any conflict with the provisions above or those set forth in the Residency Declaration attached hereto as **Form 1** and any provision of federal law, the provisions of federal law shall prevail.

21. GENERAL PROVISIONS

A. Assignment and Subgrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or subcontracts approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting and subcontracting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §21(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Indemnification-General

Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the GIA, or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. List of Selected Applicable Laws

At all times during the performance of this Grant, Grantee shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended, including without limitation those set forth on **Exhibit A**, Applicable Laws. Grantee also shall require compliance with such laws and regulations by subgrantees under subgrants permitted by this Grant.

I. Use Covenants

This section ☐ shall | ☒ shall not apply to this Grant:

For Subject Property that is owned by Grantee upon execution of this Grant, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after execution of this Grant. For Subject Property acquired by Grantee using Grant Funds, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after acquisition of such property.

J. Modification

i. By the Parties

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATION OF CONTRACTS -

TOOLS AND FORMS. Changes to the Grant shall be authorized to be approved by the following State or DOLA parties:

a) Approval by Division Director

The Division Director of DOLA or his delegee shall have authority to approve changes to the Responsible Administrator and Key Personnel specified in §5 of **Exhibit B** and the Principal Representative in §16.

b) Approval by DOLA Controller

The DOLA Controller shall have authority to approve all changes to the Grant which are not reserved to the Division Director above.

ii. By Operation of Law

This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

K. Order of Precedence

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Exhibit A (Applicable Laws)
- ii. Colorado Special Provisions
- iii. The provisions of the main body of this Grant (excluding the cover page)
- iv. Any executed Option Letters
- v. Exhibit B (Scope of Project)
- vi. Exhibit E (Project Performance Plan)
- vii. The cover page of this Grant

L. Severability

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

M. Survival of Certain Grant Terms

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

N. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

O. Third Party Beneficiaries

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

P. Waiver

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

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22. COLORADO SPECIAL PROVISIONS

A. The Special Provisions apply to all Grants except where noted in *italics*.

i. **CONTROLLER'S APPROVAL. CRS §24-30-202 (1).**

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

ii. **FUND AVAILABILITY. CRS §24-30-202(5.5).**

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

iii. **GOVERNMENTAL IMMUNITY.**

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

iv. **INDEPENDENT CONTRACTOR**

Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any Grant, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

v. **COMPLIANCE WITH LAW.**

Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

vi. **CHOICE OF LAW.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

vii. **BINDING ARBITRATION PROHIBITED.**

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Grant or incorporated herein by reference shall be null and void.

viii. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.**

State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without

limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

ix. EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

x. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

[Not applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

xi. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant or enter into a grant with a Subgrantee that fails to certify to Grantee that the Subgrantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Subgrantee and the granting State agency within three days if Grantee has actual knowledge that a Subgrantee is employing or contracting with an illegal alien for work under this Grant, (c) shall terminate the Subgrant if a Subgrantee does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

xii. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the Effective Date of this Grant.

(Special Provisions - effective 1/1/09)

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

*** Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf and acknowledge that the State is relying on their representations to that effect.**

**GRANTEE
CITY OF ALAMOSA**

By: _____
Name of Authorized Individual (print)

Title: _____
Official Title of Authorized Individual

*Signature
Date: _____

**STATE OF COLORADO
John W. Hickenlooper, GOVERNOR
DEPARTMENT OF LOCAL AFFAIRS**

By: _____
Executive Director

Date: _____

PRE-APPROVED FORM CONTRACT REVIEWER

By: _____
Bret Hillberry, State Grants Program Manager

Date: _____

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

**STATE CONTROLLER
Robert Jaros, CPA**

By: _____
Janet Miks, CPA, Controller Delegate

Date: _____

EXHIBIT A – APPLICABLE LAWS

Laws, regulations, and authoritative guidance incorporated into this Grant include, without limitation:

1. Colorado Revised Statutes §29-1-601 et seq., as amended, Colorado Local Governments Audit Law.
2. 5 USC552a, as amended, Privacy Act of 1974.
3. 8 USC 1101, Immigration and Nationality Act.
4. 29 USC Chapter 8, §§201, 206, et seq., as amended, Labor.
5. 29 USC Chapter 14, §§621-634, et seq., as amended, Age Discrimination in Employment.
6. 40 USC Subtitle II, et seq., as amended, Public Buildings and Works.
7. 40 USC 327–330, Section 103 and 107, Contract Work Hours and Safety Standards Act, as amended.
8. 40 CFR 1500-1508, as amended, Council on Environmental Quality Regulations Implementing NEPA.
9. 41 CFR Chapter 60, as amended, Executive Order 11246.
10. 41 USC 701, et seq., Drug Free Workplace Act of 1988.
11. 42 USC Chapter 21, et seq., as amended, Civil Rights.
12. CRS §24-34-302, et seq., as amended, Civil Rights Division.
13. CRS §24-34-501 – 510, et seq., as amended, Colorado Housing Act of 1970.
14. CRS §24-75-601 et seq., as amended, Legal Investment of Public Funds.

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EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Energy Impact. The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels.

2. DESCRIPTION OF THE PROJECT(S) AND WORK.

2.1. Project Description. The Project consists of the construction and installation of drainage improvements on West 8th Street.

2.2. Work Description. The City of Alamosa (Grantee) will contract for the construction and installation of drainage facilities, including curb, gutter, area inlets, drainage swales, and pipe, along approximately 1800 linear feet of West 8th Street. Approximately 2300 lf of pipe will be installed. These improvements will accept and deliver storm drainage from over 4,000 feet of the City of Alamosa's street that are currently not served with drainage improvements. Additionally, the Grantee will complete improvements to sidewalks and street corners making them ADA accessible. The Grantee will own all the improvements and, in accordance with §9 below, a contractor will be hired to complete the Work.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. Eligible Expenses. Eligible expenses shall include: costs of construction, pipe, inlets and other necessary materials for drainage improvements and construction costs associated with sidewalk and ADA compliance improvements.

2.6. Cost Savings. Cost Savings derived while completing the Project shall be:

2.6.1. ☒ split on a pro-rata basis between the State and Grantee

2.6.2. ☐ returned to the State

3. DEFINITIONS

3.1. "Cost Savings" means the Project Budget amount less the amount expended to complete the Work. Cost Savings are determined at the time the Work is completed and the final payment request is submitted by the Grantee to the State. Cost Savings do not result in payment by the State to Grantee above actual expenditures beyond the required ratio, but deobligates unexpended Grant Funds and reduces Grantee's matching funds requirement. State shall provide written notice to Grantee verifying any Cost Savings.

3.2. "Cumulative Budgetary Line Item Changes" means a cumulative or increasing accumulation of additional expenses within a specific line item as listed in §6.2 Budget within this **Exhibit B**.

3.3. Project Budget Line items.

3.3.1. "Construction/Improvement of Public Utilities" means labor and materials costs, bond and insurance costs, bid advertisements, attorney's fees, and right-of-way acquisition costs.

3.4. "Substantial Completion" means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is construction of improvements to improve drainage and the pedestrian environment along West Eighth Street in Alamosa, Colorado.

4.2. Service Area. The performance of the Work described within this Grant shall be located in Alamosa, Colorado.

4.3. Performance Measures. Grantee shall comply with the performance measures detailed in **Exhibit E**.

4.4. Budget Line Item Adjustments. Line Item Adjustments shall not increase the Grant Funds or the total amount of the Budget.

4.4.1. Grantee shall have authority to adjust individual budget line amounts without approval of the State up to an aggregate of 10% of such line item from which the funds are moved. Such authority shall not allow Grantee to transfer to or between administration budget lines. Grantee's Responsible Administrator shall send written notification of allowed adjustments to the State within 30 days of such adjustment.

4.4.2. All changes to individual budget lines amounts which are in excess of 10% but less than 24.99% of such line item from which the funds are moved (each a "**Minor Line Item Adjustment**") shall require prior written approval of the DOLA Controller. Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(C)(i)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change.

4.4.3. All changes to individual budget lines amounts which are in excess of 24.99% of such line item from which the funds are moved shall require a prior written amendment executed by the Grantee and DOLA pursuant to **§21(J)** of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

4.4.4. Signature Authority. All Grantee notices and requests submitted to DOLA pursuant to this **§4.4** (each a "**Line Item Proposal**"), must be signed and dated by a person authorized to bind the Grantee to such Line Item Proposal.

4.5. Overall Budget Adjustments.

4.5.1. All changes to the overall Budget which are less than 24.99% (each a "**Minor Budget Adjustment**") shall require prior written approval of the DOLA Controller. Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(C)(ii)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. Minor Budget Adjustments shall not increase the Grant Funds.

4.5.1.1. Exception for Setting Final Initial Budget. Within 30 days of bid opening for its selection of its prime Subcontractor, Grantee shall submit a written request for changes to the overall Budget to revise the initial overall Budget estimate to align it with current market conditions (a "**True-up Budget Proposal**"). Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(C)(iii)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. True-up Budget Proposals shall not increase the Grant Funds. The overall Budget adjustment permitted by this **§4.5.1.1** is only permitted once under this Grant.

4.5.2. All changes to the overall Budget which are in excess of 24.99% shall require a prior written amendment executed by the Grantee and DOLA pursuant to **§21(J)** of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall

include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

4.5.3. Signature Authority. All Grantee notices and requests submitted to DOLA pursuant to this §4.5 (each a “**Budget Proposal**”), must be signed and dated by a person authorized to bind the Grantee to such Budget Proposal.

4.6. Quarterly Pay Request and Status Reports. Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) in the request and specify status of the Work in the Status Report. The report will contain an update of expenditure of funds by line item as per §6.2 of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended. This report is due within 30 days of the end of the quarter or more frequently at the discretion of the Grantee. See **Exhibit E** for specific submittal dates.

4.7. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

5.1. Replacement. Grantee shall immediately notify the State if any key personnel specified in §5 of this **Exhibit B** cease to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its key personnel, it shall notify the State and seek its approval, which shall be at the State's sole discretion, as the State executed this Grant in part reliance on Grantee's representations regarding key personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change will take effect. Anytime key personnel cease to serve, the State, in its sole discretion, may direct Grantee to suspend Work until such time as replacements are approved. All notices sent under this subsection shall be sent in accordance with §16 of the Grant.

5.2. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of **Pat Steenburg** (psteenburg@ci.alamosa.co.us), an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Project. Such administrator shall be updated through the approval process in §5.1. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.3. Other Key Personnel: Heather Brooks (hbrooks@ci.alamosa.co.us). Such key personnel shall be updated through the approval process in §5.1.

6. FUNDING

The State provided funds shall be limited to the amount specified under the “Grant Funds” column of §6.2, Budget, below.

6.1. Matching Funds. Grantee shall provide the required (*see checked item*) ☒ Matching Funds, as listed in the “Matching Funds” column of §6.2 below during the term of this Project. Funds used as match on previous grant(s) cannot be used as Matching Funds for this Grant.

6.2. Budget

Budget Line Item(s)	Total Cost	Grant Funds	Matching Funds	Matching Funds Source
Construction/Improvement of Public Utilities	\$416,731	\$165,074	\$251,657	Grantee
Total	\$416,731	\$165,074	\$251,657	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant.

7.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	\$156,821	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$8,253	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$165,074	

7.2. Remittance Address. If mailed, payments shall be remitted to the following address unless changed in accordance with §16 of the Grant:

City of Alamosa P. O. Box 419 Alamosa, Colorado 81101

7.3. Interest. Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

8.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with §4.6 of this **Exhibit B**.

8.1.2. Final Reports. Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

8.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

8.3. Bonds. If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds here under from companies holding

certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

8.3.1.Bid Bond. A bid guarantee from each bidder equivalent to 5 percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

8.3.2.Performance Bond. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

8.3.3.Payment Bond. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

8.3.4.Substitution. The bonding requirements in this §8.3 may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

9. CONSTRUCTION/RENOVATION. The following subsections shall apply to construction and/or renovation related projects/activities:

9.1. Plans & Specifications. Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

9.2. Procurement. A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.

9.3. Subcontracts. Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

9.4. Standards. Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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EXHIBIT E – PROJECT PERFORMANCE PLAN

Funding: EIAF	Name of Grantee City of Alamosa	
Project Number: 7685	Name of Project West Eighth Street Drainage	
DESCRIPTION OF PROJECT:	The Project consists of the construction and installation of drainage improvements on West 8th Street.	
DLG Staff: Christy Culp - Regional Manager (719) 589-2251 CC Chelsea Stromberg - Regional Assistant		
MILESTONES – Grantee shall...	By:	STATE ROLE- DLG shall...
Put Project out to bid.	Within 30 days of the Effective Date of this Grant Agreement.	Assist Grantee with bidding process, if necessary. Provide feedback to Grantee identifying issues or concerns, if any.
Award and finalize subcontract(s) and/or sub-grant(s).	Within 30 days of the RFP.	Review selection and award documentation, and copy of subcontract(s) and/or sub-grant(s) for project file. Provide feedback to Grantee identifying issues or concerns, if any.
Provide DOLA with Project Timeline.	Within 30 days of the Effective Date of the subcontract(s).	Review timeline to ensure timely completion of Project. Provide feedback to Grantee identifying issues or concerns, if any.
Contractor mobilization.	Within 30 days of the Effective Date of the subcontract(s).	Monitor progress reports from the Grantee. Help Grantee identify if/when a Grant Agreement amendment is needed. Provide feedback to Grantee identifying issues or concerns, if any.
Project Completion.	December 31, 2015	Review past quarterly reports, conduct on-site monitoring, and review final report.

Submit quarterly progress reports, which includes: Project Performance Plan accomplishments and a Financial Summary Report for: 2nd Quarter 2015 3rd Quarter 2015 4th Quarter 2015 Progress shall be evaluated by the Grantee and documented and included at least upon submittal of Quarterly Progress Reports. Such evaluation may consist of any/all of the following monitoring methods: a) on-site walk through inspections of West Eighth Street in order to determine if: i) the contractor has constructed and installed an acceptable percentage of the drainage improvements as would be expected under this Grant and Exhibit B (including but not limited to curbs, gutters, area inlets, drainage swales, and pipe as well as ADA accessible sidewalks and street corners); ii) the contractor is experiencing delays; iii) the drainage improvements are progressing per agreed upon timeline/milestones and as would be expected under this Grant and Exhibit B (including but not limited to obtaining required approvals, use of approved materials, and testing of all elements); and b) question and answer sessions with the contractor to confirm understanding by all parties as to the nature of the Work and how far along it should be dependent upon the Quarter under review.	(30 calendar days after each quarter): July 30, 2015 October 30, 2015 January 30, 2016	Review documents and provide follow up technical assistance as necessary. If needed, respond to a request for training within 10 days.	ACHIEVED: <u>MM/DD/20YY</u> ACHIEVED: <u>MM/DD/20YY</u> ACHIEVED: <u>MM/DD/20YY</u> ACHIEVED: <u>MM/DD/20YY</u>
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Submit, at a minimum quarterly basis, pay requests and supporting documentation of expenses.	July 30, 2015 October 30, 2015 January 30, 2016	Review backup documentation and proof of payment prior to approving pay request. Reimbursement should not exceed pro rata share.	ACHIEVED: <u>MM/DD/20YY</u>
Submit the Project Final Report to DLG within 90 days after the Project Completion or expiration of Grant Agreement.	March 31, 2016	Provide forms to Grantee within 30 days of completion of work or end of the Grant Agreement. Process the Final Report and deobligate any remaining grant funds within 30 days of receiving a complete Final report.	ACHIEVED: <u>MM/DD/20YY</u>

QUARTERLY QUESTIONS

List Reimbursement Requests for the three months being reported on:		
<u>Month</u>	January	<u>Amount</u>
<u>Month</u>	January	<u>Amount</u>
<u>Month</u>	January	<u>Amount</u>
Were any months “zero payment” (no costs incurred) during this quarter? If so, please provide an explanation.		
What are the forecasted costs for the next quarter?		
Are the budget lines still adequate? Is a contract amendment needed at this time? Are there any anticipated concerns or issues?		
Do you foresee any potential problems meeting the Grant Agreement completion deadline?		
Were previously identified problems (if any) corrected? Was a budget adjustment needed/done to address the problem(s)?		

EXHIBIT G

Form of Option Letter

Date: 	Original Grant CMS #: 	Option Letter # 	CMS Routing #
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1) OPTIONS:

- a. Option to issue a new Budget (**§6.2 of Exhibit B**) for a Minor Line Item Adjustment (as defined in **§4.4.2 of Exhibit B**).
- b. Option to issue a new Budget (**§6.2 of Exhibit B**) for a Minor Budget Adjustment (as defined in **§4.5.1 of Exhibit B**).
- c. Option to issue a new Budget (**§6.2 of Exhibit B**) for acceptance of a True-Up Budget Proposal (as defined in **§4.5.1.1 of Exhibit B**).

2) REQUIRED PROVISIONS. All Option Letters shall contain the appropriate provisions set forth below:

- a. **For use with Option 1(a):** In accordance with **§7(C)(i)** of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** ("Grantee"), the State hereby approves the Minor Line Item Adjustment listed on the attached revised Budget for **§6.2 of Exhibit B**. **Section 6.2 of Exhibit B** of the Original Grant is hereby deleted and replaced with the attached **§6.2 of Exhibit B**. All references to **§6.2 of Exhibit B** in the Original Grant shall refer to the attached Exhibit. Minor Line Item Adjustments shall not increase the Grant Funds or the total amount of the Budget.
- b. **For use with Option 1(b):** In accordance with **§7(C)(ii)** of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** ("Grantee"), the State hereby approves the Minor Budget Adjustment listed on the attached revised Budget for **§6.2 of Exhibit B**. **Section 6.2 of Exhibit B** of the Original Grant is hereby deleted and replaced with the attached **§6.2 of Exhibit B**. All references to **§6.2 of Exhibit B** in the Original Grant shall refer to the attached Exhibit. Minor Budget Adjustments shall not increase the Grant Funds.
- c. **For use with Option 1(c):** In accordance with **§7(C)(iii)** of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** ("Grantee"), the State hereby approves the True-Up Budget Proposal listed on the attached revised Budget for **§6.2 of Exhibit B**. **Section 6.2 of Exhibit B** of the Original Grant is hereby deleted and replaced with the attached **§6.2 of Exhibit B**. All references to **§6.2 of Exhibit B** in the Original Grant shall refer to the attached Exhibit. True-Up Budget Proposals shall not increase the Grant Funds.

3) Effective Date. The effective date of this Option Letter is upon approval of the State Controller or **Insert start date**, whichever is later.

STATE OF COLORADO John W. Hickenlooper GOVERNOR Colorado Department of Local Affairs
_____ By: Executive Director
Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER

Robert Jaros, CPA

By: _____

Janet Miks, CPA, Controller Delegate

Date: _____

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Alley Vacation, Block 1, College Subdivision

Recommended Action:

That Council accept Ordinance No. 7 - 2015 vacating the alley on the north side of Block 1, College Subdivision, on first reading and set it for public hearing on June 3rd, 2015.

Background:

Several years ago a land transfer between then Adams State College and the Trinity Lutheran Church resulted in the church obtaining the property to the rear (north) of their facility for the relocation of the playground used by the children attending the church-run school. With the completion of the new playground, the church is now requesting the vacation of the alley that separates the existing building from the playground. This will result in a safer environment for the children and help alleviate what has been reported as troublesome local traffic in the area. At the time of the land transfer, it was understood and represented that when this alley vacation was requested, the church would dedicate a new alley for access to solid waste and emergency vehicles. When the actual layout of the new alley was being investigated, our commercial garbage truck was brought on site to identify necessary turning radii and it was determined by the church that the area required for that truck to access the rear of the neighbor's property was greater than they had expected and approached the neighbors with the request to waive all emergency and garbage access to the rear of their property. Signed letters of acknowledgement have been obtained from each of the three property owners to the east agreeing to the vacation and the relinquishment of emergency and city access. This has been agreed to by Fire Chief Chapman and Public Works Department personnel. This is a dead end alley that serves no other properties and has no City utilities installed within it. There are, however, overhead power lines that will have to be protected and kept accessible to the utility owners.

Issue Before the Council:

Does Council wish to vacate the alley?

Alternatives:

Council may approve Ordinance No. 7-2105 on first reading and set for public hearing or not pass the ordinance and provide staff further direction.

Fiscal Impact:

No significant fiscal impact is anticipated.

Legal Opinion:

City Attorney will be present for comment.

Conclusion:

This is a dead-end alley that serves no properties other than those involved in the vacation request and original land transfer, the southeasterly portions of the alley were vacated by Ordinance Nos. 11-1996 and 11-2000.

ATTACHMENTS:

Description	Type
📎 Ordinance 7-2015	Ordinance
📎 Exhibit A to Ordinance 7-2015	Exhibit
📎 Aerial Photo	Backup Material

ORDINANCE NO. 7-2015

AN ORDINANCE VACATING THE ALLEY ON THE NORTH SIDE OF LOTS 5 THROUGH 11, BLOCK 1 OF THE COLLEGE SUBDIVISION, LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4SE1/4) OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 10 EAST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF ALAMOSA, ALAMOSA COUNTY, COLORADO

WHEREAS, the easterly portion of this alley was vacated by Ordinance 11-2000 creating a dead-ended alley; and

WHEREAS, the owners of that portion of Block 1 of the College Subdivision that is served by the remaining alley, being the owners of lots 5 through 11, Block No. 1 of the College Subdivision, have petitioned that it be vacated; and

WHEREAS, the owners of lots 5 through 11, Block No. 1 of the College Subdivision have agreed to the City's reservation of an easement for the existing electric utility lines and for future public utilities of all types in the originally platted alley; and

WHEREAS, the vacation of this alley will contribute to the safe and effective use of the adjacent platted properties and better support future development of the area; and

WHEREAS, there does not appear to be a public interest in the maintenance of this alley for public access.

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Alamosa, Colorado:

Section 1. That the alley located on the north side of Block 1 of the College Subdivision, as depicted on Exhibit A as attached, is hereby vacated, resulting in vacation of the entire alley between Monterey Avenue and the levee.

Section 2. The City hereby reserves a Public Utility Easement for the existing electric utility lines and for future public utilities of all types in the originally platted alley.

Section 3. General Repealer. All acts, orders, ordinances, resolutions, or portions thereof in conflict herewith, are hereby repealed to the extent of such conflict.

Section 4. Recording and Authentication. This ordinance, immediately upon its passage, shall be authenticated by the signatures of the Mayor and City Clerk, recorded in the City Book of Ordinances kept for that purposes, and published according to law.

Section 5. Publication and Effective Date. This ordinance shall take effect ten (10) days after publication following final passage. Publication both before and after final passage shall be by the title of this ordinance, which Council determines constitutes a sufficient summary of the ordinance, together with the statement that the full text of the ordinance is available for public inspection and acquisition on the City's website and in the office of the City Clerk.

Section 6. Declaration of Public Interest. This ordinance is necessary to preserve the peace, health, safety, welfare, and to serve the best interest of the citizens of the City of Alamosa, Colorado.

INTRODUCED, READ AND ORDERED published the 20th day of May, 2015, and a public hearing hereon fixed for the 3rd day of June, 2015 at 7:00 p.m., or as soon thereafter as the matter may be heard.

APPROVED, AND ADOPTED after public hearing this ____ day of ____, 2015.

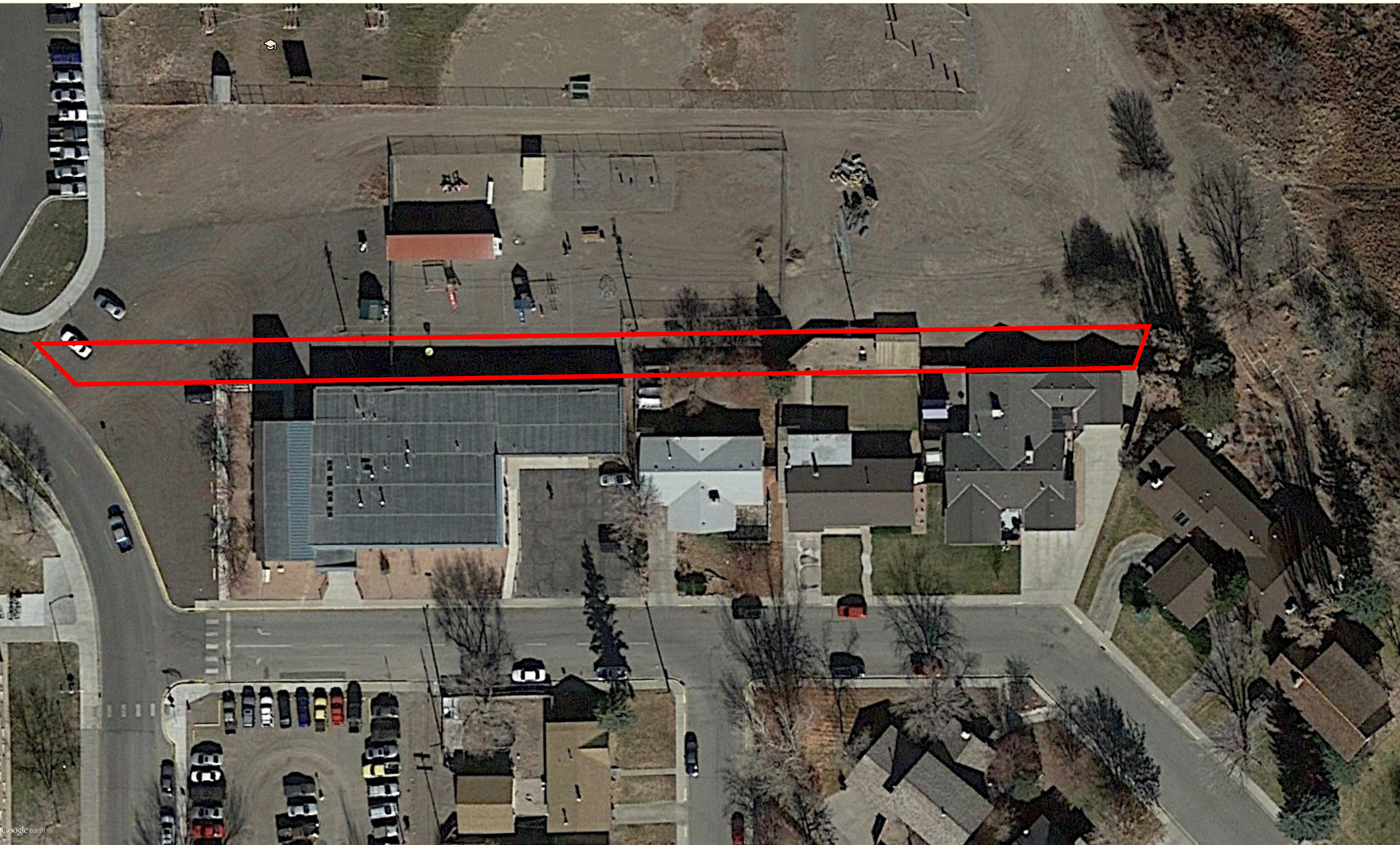
CITY OF ALAMOSA

By: _____ Josef Lucero, Mayor

ATTEST:

Holly Martinez, City Clerk

Exhibit A



ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Discuss upcoming Council meeting schedule and direct staff.

Recommended Action:

Discuss and direct staff.

Background:

The CML Annual Conference will conflict with the Regular Council meeting on June 17, 2015. The next regular meeting falls on July 1.

It is clear that the June 17th meeting will require rescheduling as Council will be out of town attending the conference. The July 1 meeting falls close to the 4th of July holiday weekend. Council has not yet had the opportunity to discuss whether or not July 1 presents difficulty in securing a quorum.

Issue Before the Council:

What is Council's desire with regard to the June/July meeting schedule?

Alternatives:

Council may choose any schedule that suits its desire. If both of these dates present a conflict, one option would be to move both meetings to be held concurrently on June 24, 2015. If the July 1 date is not a problem, it is recommended to simply combine the June 18 agenda with the July 1st meeting.

Fiscal Impact:

There are no substantive fiscal impacts with any of the proposed alternatives.

Legal Opinion:

Legal counsel will be available at the meeting if needed.

Conclusion:

Once Council has determined the desired schedule, staff will prepare a Resolution for consideration at a future meeting to formalize the action.

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Public Hearing Ordinance No. 5-2015 amending, in part, the established pay plan for city officers and employees as referred to in Section 15-2 of the Code of Ordinances, concerning personnel rules and regulations and pay plan for City officers and employees.

Recommended Action:

Staff recommends that City Council approve Ordinance 5-2015 after conducting the public hearing. The ordinance amends the pay plan to reflect the market adjustment for the Executive Administrative Assistant position to include a minimum starting pay of \$18.02 and a maximum pay of \$25.23.

Background:

In 2014, staff began the process of updating and correcting all job descriptions within the organization. The goal of the project was to make sure that job descriptions were accurate and up-to-date. Following this process, staff contracted with CBIZ to conduct a market analysis of the positions. CBIZ has submitted the preliminary results of that survey and staff is finalizing the review of the data. We anticipate presenting the final report for City Council review June 3rd.

There were two positions that because of additional job duties that were added to the job descriptions increased the new minimum starting pay above the existing maximum pay range. One of these positions was the Executive Administrative Assistant recently vacated by Michaela Romero. The current salary range is \$13.35-\$17.80 and the recommended range is \$18.02-\$25.23. Given the history of this position, internal equity concerns, and the need for 100% transparency; staff requested that the consultant double check the job description and market numbers several times to ensure that the increase was indeed appropriate. The duties that most likely impacted the market survey were the public information, grant writing, and legislative responsibilities. Attached is the complete job description.

While staff would like to have City Council review the results of the survey in a more comprehensive manner, the resignation of Ms. Romero prompted us to address this position immediately. A difference of \$4.67 in starting pay would have an impact on the type of applicants the City would receive.

Issue Before the Council:

Does Council wish to amend the pay plan to reflect the market adjustment for the Executive Administrative Assistant position?

Alternatives:

Council could decide to not approve the amendment to the pay plan and provide further direction to staff.

Fiscal Impact:

The higher minimum rate of pay will have roughly a \$7,000 impact on the 2015 budget. The 2014 budget included \$25,000 for anticipated salary adjustments following the market survey. Since

the market survey was not completed in 2014, that \$25,000 rolled into the general fund balance. Once Council has reviewed the entire market survey results, a budget amendment would follow that amends the 2015 budget to include the total amount for any needed increases. Depending on the final results, the increases might be implemented all at once or phased in.

Legal Opinion:

The City Attorney will be present for any comments.

Conclusion:

Amending the pay plan to reflect the new salary range as determined through the market survey will allow the City to attract and hire an individual with the appropriate knowledge, skills, and abilities.

ATTACHMENTS:

Description		Type
	Job Description	Backup Material
	Ordinance No. 5-2015	Cover Memo

City of Alamosa Job Description

Position: Executive Assistant

Reports to: City Manager

Supervision Exercise: None

FLSA: Non Exempt

General Statement of Duties:

Performs a wide variety of clerical, secretarial, and administrative duties for Senior Management.

NOTE: The essential functions and major responsibilities listed are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position. Duties and responsibilities are also subject to change by the employer as the needs of the employer and requirements of the job change. The following are the duties performed by employees in this classification. However, employees may perform other related duties. Not all duties listed are necessarily performed by each individual in the classification.

Essential Functions:

1. Performs a broad range of administrative tasks for the City Manager.
2. At the direction of the City Manager, handles Council's concerns, inquiries, matters, and correspondence.
3. Responsible for scheduling regular and special meetings.
4. Prepares confidential correspondence and maintains classified files.
5. Performs other secretarial functions, including receiving visitors, scheduling appointments, and making travel arrangements.
6. Organizes and maintains files and records.
7. Assists with citizen concerns and problems as needed.
8. Prepares reports by collecting and analyzing information for the City Manager.
9. Provides historical reference by developing and utilizing filing and retrieval systems
10. Maintains office supplies' inventory by checking stock to determine inventory level; anticipating needed supplies; evaluating new office products; placing and expediting orders for supplies; verifying receipt of supplies.
11. Ensures operation of equipment by completing preventative maintenance requirements; following manufacturer's instructions; troubleshooting malfunctions; calling for repairs; maintaining equipment inventories; evaluating new equipment and techniques.
12. Budget management (IT and CMO), monitors, tracks, updates and reports expenditures and status of budgets for entire department; Accounts Payable for City Manager's credit card and IT Director's credit card.
13. Public Information Responsibilities
 - a. Creates/distributes press releases for various city activities and coordinate public information for city departments. Includes writing articles; creating support media; emails; and distributing to targeted media, opting subscribers, relevant websites and social media.
 - b. Manage City's online presence such as social media by engaging public and managing policy, and general city's information pages.

- c. Assists with City website edits of website content directly related to essential functions.
 - d. Creates and distributes the newsletter, "Friday Update"
 - e. Prepares news slides for the public access cable channel.
 - f. Serves as City photographer (channel 10.)
- 14. Creates and maintains all City contracts, and coordinates with City attorney.
- 15. Commercial Insurance
 - a. Files insurance claims on behalf of the City.
 - b. Files restitution requests.
 - c. Handles the vehicle and property schedules.
 - d. Attend Restitution hearings upon request.
 - e. Handles vehicle registration for all City vehicles.
- 16. Event Planning
 - a. Form and head employee committees to plan City events.
 - b. Handle event logistics.
 - c. Coordinate some council events.
- 17. Legislative Process
 - a. Maintains and tracks legislative information.
 - b. Gathers appropriate information and coordinates the City's communication.
- 18. Grant Research & Preparation
 - a. Research potential/grants for City projects and operations.
 - b. Provides coordination in collection of information and submission of grant applications.

Secondary/Temporary Functions:

- 1. In absence or request by City Manager assists in the training and oversight of seasonal interns.
- 2. Responds to citizen inquiries and requests on City's social media page.
- 3. Assists with special projects and employee communications as directed.

Knowledge of:

- 1. City operations and policies.
- 2. Departmental practices, equipment, functions, and division operations
- 3. General office procedures.
- 4. Budget management practices and procedures.
- 5. General computer software.

Abilities to:

- 1. Communicate effectively orally and written.
- 2. File accurately.
- 3. Type accurately at a speed of 45 words per minute.
- 4. Learn various software programs as necessary to perform essential duties.

Education/Experience Requirements:

1. High School Diploma or Equivalent. Associates degree is preferred, but not required.
2. Two to three years of working experience as an Administrative Assistant.

Required Physical Capabilities:

1. Work is performed primarily in a fast-paced office setting with frequent interruptions, and at the reception counter of the department with necessity to deal with various members of the public and elected officials.
2. Normal range of vision and hearing for ensuring the safety of the employee, co-workers, and general public.

	not at all	occasionally	1-3 hrs.	4-6 hrs.	7-8 hrs.
Lift/Carry					
0-10 lbs			xx		
11-20 lbs.			xx		
21-40 lbs		xx			
41-60 lbs.		xx			
Push/Pull					
0-20 lbs.				xx	
21-25 lbs.		xx			
26-50 lbs.		xx			
51-75 lbs.	xx				
76-100 lbs.	xx				
Bending			xx		
Overhead reaching			xx		
Twist/Turn			xx		
Kneel/Squat		xx			
Sit				xx	
Stand/Walk			xx		
Ladder/Stair Climbing		xx			
Rotate activities/positions				xx	

Print Employee Name

Employee Signature

Date

Supervisor

Date

**ORDINANCE NO. 5-2015
CITY OF ALAMOSA**

AN ORDINANCE AMENDING, IN PART, THE ESTABLISHED PAY PLAN FOR CITY OFFICERS AND EMPLOYEES AS REFERRED TO IN SECTION 15-2 OF THE CODE OF ORDINANCES, CONCERNING PERSONNEL RULES AND REGULATIONS AND PAY PLAN FOR CITY OFFICERS AND EMPLOYEES.

BE IT HEREBY ORDAINED By the City Council of the City of Alamosa, Colorado:

Section I.

That the current pay plan established for city officers and employees by Ordinance No.15-2014 is hereby revoked and replaced in its entirety with the following:

A. Pay Plan for City Officers and Employees.

The Salaries and Compensation of the Officers and Employees of the City hereinafter named shall be the respective sums or within the ranges appearing after the names of their offices:

1.	Pay Plan for Elected Officials	Salary Range	
		Low	High
	Mayor*	\$ 7,200	\$ 7,200
	Council*	\$ 4,800	\$ 4,800
	*Annual salaries set by City Charter		

2.	Pay Plan for Full-Time Non-Exempt	Hourly Wage Range	
		Low	High
	Account Clerk I	\$ 11.40	\$ 16.25
	Account Clerk II	\$ 14.85	\$ 19.45
	Accounting Specialist	\$ 16.10	\$ 22.00
	Administrative Assistant	\$ 10.80	\$ 14.45
	Building Inspector	\$ 18.10	\$ 25.00
	Cashier/Customer Service Representative	\$ 8.10	\$ 13.35
	Community Services Officer	\$ 13.75	\$ 17.80
	Deputy City Clerk/Courts	\$ 14.05	\$ 20.75
	Engineering Technician	\$ 16.60	\$ 23.10
	Equipment Operator I	\$ 13.80	\$ 18.40
	Equipment Operator II	\$ 15.45	\$ 20.50
	Evidence Custodian\Office Supervisor	\$ 14.30	\$ 19.25
	Executive Administrative Assistant	\$ 18.02	\$ 25.23
	Fleet Mechanic	\$ 15.15	\$ 23.10
	IT Technician	\$ 11.40	\$ 19.45
	Librarian	\$ 14.00	\$ 18.55
	Maintenance Supervisor	\$ 16.60	\$ 24.50
	Maintenance Worker I	\$ 10.90	\$ 14.00
	Maintenance Worker II	\$ 13.35	\$ 17.35
	Office Supervisor	\$ 14.30	\$ 20.75
	Police Corporal	\$ 20.50	\$ 24.00
	Police Officer	\$ 15.50	\$ 22.00
	Police Sergeant	\$ 23.00	\$ 27.80
	Recreation Specialist I	\$ 9.75	\$ 16.25

Recreation Specialist II	\$	14.10	\$	18.75
Recycling Coordinator	\$	13.35	\$	17.35
Water/Wastewater Plant Operator	\$	18.50	\$	28.25
Water/Wastewater Technician I	\$	11.30	\$	15.75
Water/Wastewater Technician II	\$	14.25	\$	19.95
Water/Wastewater Technician III	\$	17.50	\$	24.15

3. Pay Plan for Full-Time Exempt

	Salary Range			
	Low		High	
Accountant	\$	44,000	\$	57,000
Assistant City Manager	\$	68,000	\$	90,000
Building Official	\$	37,600	\$	52,000
Chief of Police	\$	68,000	\$	89,000
City Clerk	\$	57,000	\$	72,000
City Manager	Salary Established by Contract			
Civilian Police Manager	\$	39,000	\$	50,000
Director of Finance	\$	65,100	\$	82,000
Community Activities Manager	\$	42,000	\$	58,000
Director of Parks & Recreation	\$	65,100	\$	80,000
Director of Public Works	\$	65,100	\$	82,000
Engineering Supervisor	\$	46,200	\$	61,800
Facilities Manager	\$	35,000	\$	47,500
Finance/Management Analyst	\$	39,000	\$	50,000
Fire Chief (Partial week only)	\$	23,600	\$	30,000
Library Manager	\$	35,000	\$	47,500
Information Technology Director	\$	65,000	\$	82,000
Human Resource Manager	\$	45,000	\$	65,000
Maintenance Superintendent	\$	43,000	\$	58,000
Police Captain	\$	60,000	\$	72,000
Police Lieutenant	\$	55,000	\$	66,000
Utility Superintendent	\$	55,000	\$	66,000

4. Pay Plan for Part-Time, Temporary, and Volunteer Employees:

Admin Assistant	Minimum Wage	\$	14.45
Cashier/Customer Service Representative	Minimum Wage	\$	13.35
Custodian I	Minimum Wage	\$	13.00
Equipment Operator I	\$ 13.80	\$	18.40
Equipment Operator II	\$ 15.45	\$	20.50
Fire Captain	\$ 3,150	\$	5,150
Fire Chief, Assistant	\$ 5,150	\$	8,700
Fire Engineer, Part-Time	\$ 1,050	\$	2,000
Fire Lieutenant	\$ 1,900	\$	3,250
Fire Training Officer	\$ 980	\$	1,300
Fire Fighter			
a. Station duty per day	\$ 18.50		
Call Pay per hour	\$ 18.50		
Intern	\$ 9.00	\$	13.00
IT Technician	\$ 10.00	\$	17.30
Library Assistant	Minimum Wage	\$	12.75

Librarian	\$	14.00	\$	18.55
Library Technician	\$	9.00	\$	15.00
Maintenance Worker	Minimum Wage		\$	14.00
Recreation Instructor (per class)	\$	10.00	\$	30.00
Recreation Specialist I	\$	9.75	\$	16.25
Recreation Specialist II	\$	14.10	\$	18.75
Score Keeper	\$	8.50	\$	15.00
Sports Official (pay per game)	\$	15.00	\$	27.00

5. Pay Plan for Part-Time Exempt:

City Attorney	Salary Established by Contract
City Prosecutor	Salary Established by Contract
Municipal Judge	Salary Established by Contract

Section II. Where a pay range is provided herein, the City Manager is authorized and directed to fix the compensation of such employees within such pay ranges. The City Council reserves the right to change compensation provided herein at any time.

Section III. Other compensation, allowances, bonuses, etc. for Council appointed employees may be set, by Council, through contract. Such items, if any, for regular employees shall be determined by the City Manager within the amounts established. Shift differentials, as appropriate, shall be set by Council Policy. City Manager may pay a bonus to employees at the top of their pay range based on their performance evaluation not to exceed 4% of currently salary. The City may offer an education reimbursement to eligible employees per separate policy.

Section IV. This ordinance shall take effect June 1, 2015.

Section V. General Repealer. All other acts, orders, ordinances, resolutions, or positions thereof in conflict with the sections adopted in this Ordinance, are hereby repealed to the extent of such conflict.

Section VI. Recording and Authentication. This ordinance, immediately upon its passage, shall be authenticated by the signatures of the Mayor and City Clerk, recorded in the City book of Ordinances kept for that purposes, and published according to law.

Section VII. Publication and Effective Date. This ordinance shall take effect ten (10) days after publication following final passage. Publication both before and after final passage shall be by the title of this ordinance, which Council determines constitutes a sufficient summary of the ordinance, together with the statement that the full text of the ordinance is available for public inspection and acquisition on the City's website and in the office of the City Clerk.

Section VII. Declaration of Public Interest. This ordinance is necessary to preserve the peace, health, safety, welfare, and to serve the best interest of the citizens of the City of Alamosa, Colorado.

INTRODUCED, READ AND ORDERED PUBLISHED This 6th day of May 2015, and a public hearing hereon fixed for the 20th day of May, 2015 at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard.

PASSED, ADOPTED, SIGNED AND ORDERED PUBLISHED This 20th day of May, 2015.

CITY OF ALAMOSA

BY

Josef Lucero, Mayor

ATTEST:

Holly Martinez, City Clerk

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Public Hearing Ordinance No. 06-2015, authorizing the issuance of special assessment bonds in the aggregate principal amount of \$650,000 for the City's Special Improvement District No. 14-1; prescribing the form of the bonds; providing for the payment of the bonds and the interest thereon; establishing certain accounts for the proceeds of such bonds; authorizing other actions necessary or appropriate in connection therewith and repealing action theretofore taken in conflict therewith.

Recommended Action:

Staff recommends that Council pass Ordinance 2015-06 after conducting the public hearing. The ordinance approves the issuance of special assessment bonds for the Special Improvement District No. 14-1 in the amount of \$650,000.

Background:

Through the adoption of Ordinance No. 1, 2014, in February of 2014, Council created Special Improvement District 14-1, covering portions of the Carroll Subdivision No. 2, to provide for the construction and installation of street, curb and gutter, ADA sidewalk corners, street lighting, water, sanitary, and storm sewer improvements on Briarwood Drive, Cottonwood Court, and on Douglas Drive north of Leroy Street. Actual construction of the contemplated improvements was contingent upon the electors of the District approving the issuance of bonds to cover the cost of the improvements. That issuance was approved by electors eligible to vote on the question in the election held November 4, 2014. In January 2015, through Ordinance No. 1, 2015, Council authorized the construction of public improvements and approved issuance of a preliminary order for the construction of such improvements.

Ordinance 2015-06 issues the special assessment bond for the Special Improvement District No. 14-1 in the amount of \$650,000. This covers the expected costs of construction itself, plus fees for engineering, legal, finance and other services, as well as funding certain necessary bond funds for capitalized interest and a reserve. San Luis Valley Federal Bank has proposed to purchase the bond for 100% of the principal amount thereof.

The Ordinance pledges the assessments to be made on the lots benefited by the special improvements for payment of the bond, and provides for the Director of Finance to collect such assessments and to make payment to the bondholder annually out of such assessment proceeds. It also provides for a fund of capitalized interest to cover interest between the issuance of the bond and when the assessments begin accruing interest, and for a reserve fund to be used to make payments in the event of a default of a lot owner for the period between such default and sale of the property through the assessment lien.

After issuance of the bonds, the project will be completed. If there are any funds remaining from the bond issuance, they will be used to redeem the bond and reduce the outstanding principal. At that time, the City will adopt an assessment ordinance assessing the costs of the construction to the lots benefited. Thereafter, each lot owner will have the opportunity, within a 30 day window, to pay the entire amount of such assessment, without interest or penalty. For all lots that have not paid such entire amount, each lot owner will be responsible for payment of annual assessment installments (with interest) until the bond is retired. The term of the bond is 15 years.

It is important to note that although the bond is associated with the City of Alamosa, it is not a general obligation of the City, and is secured only by the assessment revenues to be generated by

the special assessment on the lots. Should lot owners default on payment of such assessments, the City would be responsible for certifying such default to the county treasurer for sale of the property for the whole of the unpaid assessments plus penalties and costs of collection.

Issue Before the Council:

Does Council wish to approve Ordinance 2015-06 for the issuance of special assessment bonds for the Special Improvement District No. 14-1 in the amount of \$650,000?

Alternatives:

Council can

- 1. adopt the ordinance,
- 2. amend the ordinance to change details of the issuance of the bonds,
- 3. defeat the ordinance and provide further guidance to staff.

Fiscal Impact:

Costs associated with the issuance of the bond are covered by the proceeds of the bond issuance and should have no fiscal impact upon the City. In the event of widespread default in the payment of assessment installments by lot owners, the City would not be obligated to prevent a default of the bond, but could be faced with a difficult decision concerning such potential default and whether to spend City funds to prevent it.

Legal Opinion:

The City Attorney has reviewed these documents.

Conclusion:

Council has created a special improvement district to construct improvements. The electors of the District have approved a bond issuance to cover such construction and Council has issued the preliminary order for construction of such improvements. This Ordinance directs the issuance of the bonds for the construction.

ATTACHMENTS:

Description	Type
Carroll SID Bond Ordinance	Ordinance
Preliminary Order for Carroll Subdivision SID	Backup Material
Carroll SID Map	Backup Material
Carroll Materials Specs and Cost Estimate	Backup Material
Estimated Bond Repayment Schedule	Backup Material
Bond Costs per lot	Backup Material

ORDINANCE NO. _____, 2015

AN ORDINANCE AUTHORIZING THE ISSUANCE OF SPECIAL ASSESSMENT BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF \$650,000 FOR THE CITY'S SPECIAL IMPROVEMENT DISTRICT NO. 14-1; PRESCRIBING THE FORM OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE INTEREST THEREON; ESTABLISHING CERTAIN ACCOUNTS FOR THE PROCEEDS OF SUCH BONDS; AUTHORIZING OTHER ACTIONS NECESSARY OR APPROPRIATE IN CONNECTION HERewith AND REPEALING ACTION HERETOFORE TAKEN IN CONFLICT HERewith.

WHEREAS, the City of Alamosa, Colorado (the "City"), is a home rule municipality and political subdivision of the State of Colorado (the "State"), duly organized and existing under the Charter of the City (the "City Charter") and the constitution and laws of the State; and

WHEREAS, the City Council of the City (the "City Council") adopted Resolution No. 22, 2013 on October 16, 2013, expressing the intention to construct certain public improvements consisting of street, street lighting, ADA sidewalk corner, curb and gutter, water, and sanitary and storm sewer improvements (the "Project") within a proposed special improvement district in the City, with the cost thereof expected to be assessed against the properties specially benefitted thereby; and

WHEREAS, the City Council adopted Ordinance No. 1-2014 on February 19, 2014, creating and establishing Special Improvement District No. 14-1 (the "District") in the City for the purpose of implementing and financing the Project; and

WHEREAS, the City Council determined that the Project will necessitate the issuance of special assessment bonds by the City in an amount not to exceed \$650,000 and that the issuance of such amount of special assessment bonds should be presented to the eligible electors of the District in the form of a ballot issue authorizing the issuance of special assessment bonds in an amount not to exceed \$650,000; and

WHEREAS, Article X, Section 20 of the Colorado Constitution and Section 31-25-534(3), Colorado Revised Statutes, require voter approval for the issuance of special assessment bonds by the City for the District; and

WHEREAS, at an election duly held and conducted in accordance with law on November 4, 2014, a majority of the eligible, registered electors of the District voting thereon approved the issuance of special assessment bonds payable from special assessments imposed against benefitted properties located within the District, the ballot issue relating thereto being as follows:

Ballot Title and Text of Ballot Issue:

"SHALL THE CITY OF ALAMOSA'S DEBT (FOR SPECIAL IMPROVEMENT DISTRICT NO. 14-1) BE INCREASED BY \$650,000 OR SUCH LESSER AMOUNT AS MAY BE

NECESSARY, WITH A REPAYMENT COST OF \$984,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, BY THE ISSUANCE OF SPECIAL ASSESSMENT BONDS (THE "BONDS") FOR THE PURPOSE OF CONSTRUCTING AND INSTALLING CERTAIN STREET, STREET LIGHTING, ADA SIDEWALK CORNER, CURB AND GUTTER, WATER, AND SANITARY AND STORM SEWER IMPROVEMENTS (THE "PROJECT") IN THE DISTRICT AND, IF NECESSARY, ESTABLISHING A RESERVE FUND FOR THE PAYMENT OF SUCH BONDS, WITH SUCH BONDS TO BE PAYABLE FROM SPECIAL ASSESSMENTS IMPOSED UPON PROPERTIES IN THE DISTRICT SPECIALLY BENEFITED BY THE PROJECT, SUCH BONDS TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 6.875% AND MATURE, BE SUBJECT TO REDEMPTION, WITH OR WITHOUT PREMIUM, AND BE ISSUED, DATED AND SOLD AT, ABOVE OR BELOW PAR, AND AT SUCH TIME OR TIMES AND IN SUCH MANNER AS THE CITY COUNCIL OF THE CITY MAY DETERMINE; AND IN CONNECTION THEREWITH, (I) TO IMPOSE SPECIAL ASSESSMENTS AGAINST THE PROPERTIES WITHIN THE DISTRICT IN AN AMOUNT AT LEAST SUFFICIENT TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS AND (II) TO COLLECT AND SPEND THE PROCEEDS OF THE BONDS AND THE REVENUES FROM SUCH ASSESSMENTS AND ANY EARNINGS FROM THE INVESTMENT OF SUCH PROCEEDS AND REVENUES WITHOUT LIMITATION BY THE REVENUE OR SPENDING LIMITS OF, AND WITHOUT AFFECTING THE CITY'S ABILITY TO COLLECT AND SPEND ANY OTHER REVENUES OR FUNDS UNDER, ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?"

WHEREAS, the results of such election were duly canvassed and such ballot issue was duly declared to have been approved by a majority of the eligible, registered electors of the District voting therein; and

WHEREAS, the City Council adopted Ordinance No. 1-15 on January 21, 2015, ordering, after notice duly given and after a public hearing duly held, the construction of the improvements constituting the Project; and

WHEREAS, notice to contractors to submit bids for the construction of the Project has been advertised and bids for such construction have been received and the contractors have been notified of their selection to construct the Project subject to the issuance of the special assessment bonds authorized in the ballot issue; and

WHEREAS, the City Council has determined that special assessment bonds of the City should be issued in the amount of \$650,000 for the payment of the cost of constructing the Project; and

WHEREAS, the City Council has been presented with a proposal from San Luis Valley Federal Bank to purchase, at a price of 100% of the principal amount thereof, such special assessment bonds to be issued upon the terms set forth in this Ordinance.

Be it ordained by the City Council of Alamosa:

Section 1. Definitions. The following terms shall have the following meanings as used in this Ordinance:

“*Act*” means part 5 of article 25 of title 31, Colorado Revised Statutes, as amended.

“*Assessment Ordinance*” means the ordinance adopted by the City Council assessing the Project Costs as per the lots in the District.

“*Bond*” means the City of Alamosa, Colorado, Special Improvement District No. 14-1, Special Assessment Bond, Series 2015, authorized herein.

“*Bond Account*” means the “Special Improvement District No. 14-1 Bond Account” created in the section hereof entitled “Creation of Accounts.”

“*Bond Counsel*” means (a) as of the date of issuance of the Bond, Kutak Rock LLP, and (b) as of any other date, Kutak Rock LLP or such other attorneys selected by the City with nationally recognized expertise in the issuance of municipal bonds.

“*Business Day*” means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in the State are authorized or obligated by law or executive order to be closed for business.

“*City*” means the City of Alamosa, Colorado.

“*City Charter*” means the Charter of the City of Alamosa, Colorado.

“*City Council*” means the City Council of the City.

“*City Treasurer*” means the City’s Director of Finance as authorized by Section 2 of this Ordinance.

“*Code*” means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder and applicable to the Bond or the use of proceeds thereof, unless the context clearly requires otherwise.

“*District*” means “The City of Alamosa, Colorado, Special Improvement District No. 14-1” created pursuant to Ordinance No. 1-2014 of the City.

“*Event of Default*” means any of the events specified in the section hereof entitled “Events of Default.”

“*Federal Securities*” means bills, certificates of indebtedness, notes, bonds or similar securities which are direct non-callable obligations of the United States of America or which are fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America.

“Ordinance” means this ordinance which authorizes the issuance of the Bond, including any amendments properly made hereto.

“Outstanding” means as of any date, the Bond that has been authenticated and delivered by the Paying Agent except the following:

(a) any portion of the Bond cancelled by the City or the Paying Agent, or otherwise on the City’s behalf, on or before such date;

(b) any portion of the Bond for the payment or the redemption of which moneys or Federal Securities sufficient to meet all of the payment requirements of the principal of and interest on such portion of the Bond to the date of maturity or any redemption date thereof shall have been deposited in trust for such purpose in accordance with the provisions of this Ordinance; and

(c) if the Bond is lost, mutilated, apparently destroyed, or wrongfully taken, any Bond executed and delivered in lieu of such lost, mutilated, destroyed or wrongfully taken Bond.

“Owner” means the Person in whose name the Bond is registered on the registration books maintained by the Paying Agent pursuant hereto.

“Paying Agent” means the Treasurer of the City and any successors in interest or assigns approved by the City, who or which shall act as paying agent, transfer agent and bond registrar for the Bond.

“Permitted Investments” means any investment lawfully permitted by applicable State statutes and the City’s investment policy.

“Person” means a corporation, firm, other body corporate, partnership, association or individual and also includes an executor, administrator, trustee, receiver or other representative appointed according to law.

“Project” means the construction, installation and completion of certain public improvements consisting of street, street lighting, ADA sidewalk corner, curb and gutter, water, and sanitary and storm sewer improvements within the District, all as more specifically set forth in Ordinance No. 1-15 of the City.

“Project Account” means the “Special Improvement District No. 14-1 Project Account” created in the section hereof entitled “Creation of Accounts.”

“Project Costs” means the City’s costs properly attributable to the Project, or any parts thereof, including without limitation: all engineering, inspection, fiscal and legal expenses; the costs of reimbursing funds advanced by the City in anticipation of reimbursement from Bond proceeds, including any intrafund or interfund loan; the costs of issuing the Bonds; all expenses as may be necessary or incident to the financing, construction, installation, acquisition and completion of the Project; and all other lawful costs as determined by the City Council.

“*Purchaser*” means San Luis Valley Federal Bank, and its successors and assigns.

“*Record Date*” means the fifteenth day of the calendar month next preceding each interest payment date.

“*Reserve Account*” means the “Special Improvement District No. 14-1 Reserve Account” created in the section hereof entitled “Creation of Accounts.”

“*Special Assessment Net Proceeds*” means the proceeds of the special assessments imposed upon properties in the District and collected pursuant to an Assessment Ordinance adopted by the City Council on a date following the date of adoption of this Ordinance, less any collection fees of the County Treasurer or the City Treasurer and other costs and expenses permitted to be retained in accordance with the City Charter and State statutes.

“*State*” means the State of Colorado.

“*Supplemental Act*” means the Supplemental Public Securities Act, constituting part 2 of article 57 of title 11, Colorado Revised Statutes.

Section 2. Ratification of Prior Actions; Assignment of Duties to City’s Director of Finance. All actions heretofore taken (not inconsistent with the provisions of this Ordinance, Resolution No. 22, 2013, Ordinance No. 1-2014, Ordinance No. 1-15 or the Act) by the City Council or by the officers, employees and agents of the City directed toward the issuance of the Bond for the purposes herein set forth are hereby ratified, approved and confirmed.

Pursuant to Article III, Section 22 of the Charter, the City’s Director of Finance shall perform the duties of municipal treasurer as set forth in the Act and the duties of “City Treasurer” as set forth in this Ordinance.

Section 3. Authorization and Purpose of the Bond. Pursuant to and in accordance with the City Charter, the Act and the Constitution of the State, the City shall issue its “Special Improvement District No. 14-1, Special Assessment Bond, Series 2015,” in the aggregate principal amount of \$650,000 for the purpose of paying the Project Costs and establishing a reserve for the payment of the Bond.

Section 4. Bond Details.

(a) ***Registration, Amount and Number.*** The Bond shall be issued as a single Bond in the principal amount set forth above, shall be numbered R-1 and shall be registered in the name of the Purchaser as the Owner thereof identified in the registration books of the City maintained by the Paying Agent.

(b) ***Maturity Date and Interest Rate.*** The Bond shall mature on June 1, 2030, subject to prior redemption in accordance with the section hereof entitled “Redemption of Bond Prior to Maturity.” The Bond shall bear interest at the rate per annum (calculated based on a 360-day year of twelve 30-day months) of 4.75%.

The maximum net effective interest rate authorized for the Bond is 6.875% and the actual net effective interest rate on the Bond does not exceed that rate. The principal amount of the Bond does not exceed \$650,000, and the estimated repayment cost of the Bond does not exceed \$984,000.

(c) ***Dated Date and Accrual and Payment of Interest.*** The Bond shall be dated as of the date of its authentication and shall bear interest from such date. The Bond shall bear interest until the principal amount thereof shall be paid in full, at the rate hereinabove designated, such interest being payable annually on June 1 in each year commencing on June 1, 2016.

(d) ***Manner and Form of Payment.*** The final payment of principal of and the final installment of interest on the Bond shall be payable to the Owner thereof by check or draft of the Paying Agent upon presentation and surrender of such Bond at the office of the Paying Agent or at such other location as identified by the Paying Agent. Principal of (except the final payment of principal) and interest on (except the final installment of interest) the Bond shall be payable by check or draft of the Paying Agent mailed on the interest payment date to the Owner thereof as of the Record Date. All payments of the principal of and interest on the Bond shall be made in lawful money of the United States of America. In the event that the date upon which any payment of interest on or principal of the Bond shall be due is not a Business Day, then such interest or principal (or both, as the case may be) shall be payable on the next succeeding Business Day without additional interest.

Section 5. Form of the Bond. The Bond shall be in substantially the form set forth in Appendix A hereto, with such changes thereto, not inconsistent herewith, as may be necessary or desirable and approved by the officials of the City executing the same (whose manual or facsimile signatures thereon shall constitute conclusive evidence of such approval). Appendix A is an integral part of this Ordinance and is incorporated herein as if set forth in full in the body of this Ordinance.

Section 6. Execution, Authentication and Delivery of the Bond.

(a) ***Execution.*** The Bond shall be executed in the name and on behalf of the City with the manual or facsimile signature of the Mayor, shall be countersigned with the manual signature of the City Treasurer, shall bear a manual or facsimile of the seal of the City and shall be attested by the manual or facsimile signature of the City Clerk, all of whom are hereby authorized and directed to prepare and execute the Bond in accordance with the requirements hereof. Should any officer whose manual or facsimile signature appears on the Bond cease to be such officer before delivery of the Bond and payment therefor, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes.

(b) ***Authentication.*** The manual signature of the City Treasurer shall constitute the authentication of the Bond. No Bond shall be secured by or entitled to the benefit of this Ordinance, or shall be valid or obligatory for any purpose, unless manually executed by the City Treasurer. The manual signature of the City Treasurer upon any

Bond shall be conclusive evidence, and the only competent evidence, that such Bond has been properly authenticated hereunder.

(c) ***Delivery.*** Upon the authentication of the Bond, the City Treasurer shall deliver the Bond to the Purchaser, but only upon payment to the City of the purchase price of the Bond.

Section 7. Registration and Transfer of the Bond.

(a) ***Registration.*** The Paying Agent shall maintain registration books in which the ownership of the Bond shall be recorded. The Person in whose name the Bond shall be registered on such registration books shall be deemed to be the absolute owner thereof for all purposes, whether or not payment on the Bond shall be overdue, and neither the City nor the Paying Agent shall be affected by any notice or other information to the contrary.

(b) ***Transfer.*** The Bond may not be transferred.

Section 8. Replacement of Lost, Destroyed or Stolen Bond. If the Bond shall become lost, mutilated, apparently destroyed or stolen, it may be replaced and the City shall execute and the Paying Agent shall authenticate and deliver a replacement Bond upon the Owner furnishing, to the satisfaction of the Paying Agent: (a) proof of ownership (which shall be shown by the registration books of the Paying Agent), (b) proof of loss, mutilation, destruction or theft, (c) an indemnity to the City and the Paying Agent with respect to the Bond lost, mutilated, destroyed or taken, and (d) payment of the cost of preparing and executing the new Bond.

Section 9. Redemption of Bond Prior to Maturity.

(a) ***Prior Redemption.*** As described below, the Bond may be redeemed, in whole or in part, prior to maturity (A) on any interest payment date or (B) on any date on or before thirty days after the final publication of the Assessment Ordinance that the assessment on any lot is paid in whole, as described in this Section.

(i) ***Optional Redemption.*** The Bond is subject to call and redemption prior to maturity, in whole or in part, on any interest payment date, at the price of par plus accrued interest to the redemption date, without premium, in the event and to the extent that there are moneys available for such redemption in the Bond Account. Set forth below is an estimated schedule of optional redemption for the Bond:

Estimated Redemption Date (June 1)	Estimated Principal Amount
2016	\$ 45,000
2017	45,000
2018	45,000
2019	45,000
2020	45,000
2021	45,000
2022	45,000
2023	45,000
2024	45,000
2025	45,000
2026	40,000
2027	40,000
2028	40,000
2029	40,000
2030*	40,000

*Maturity.

(ii) *Extraordinary Redemption.* The Bond is subject to call and redemption prior to maturity, in whole or in part, (a) on any date that the assessment on any lot is paid in whole on or before thirty days after the final publication of the Assessment Ordinance, and (b) on any date from excess moneys in the Project Account that are transferred to the Bond Account pursuant to Section 13 hereof, at the price of par with accrued interest to the redemption date, and without premium, in the event and to the extent that there are moneys available for such redemption in the Bond Account that constitute payment in whole of the assessment on any lot in the District as provided in the Assessment Ordinance or that constitute moneys transferred from the Project Account to the Bond Account pursuant to Section 13 hereof.

(b) *Redemption Procedures.* Notice of such Optional Redemption prior to maturity will be given by the Paying Agent by mailing a copy of the redemption notice by first-class mail (postage prepaid), at least five Business Days prior to the date fixed for redemption, to the registered owner of the Bond at the address shown on the registration books maintained by the Paying Agent. The notice shall specify, among other things, the principal amount to be redeemed and the date of redemption. Failure to give such notice by mailing to the registered owner, or any defect therein, shall not affect the validity of any proceeding for the redemption of the Bond. The portion of the Bond so called for redemption will cease to bear interest after the specified redemption date, provided funds for such redemption are paid or are available to be paid to the registered owner thereof in accordance with this Ordinance.

Notice of redemption prior to maturity will not be given prior to redemption in the case of Extraordinary Redemption.

Section 10. Creation of Accounts. There are hereby created and established, among the funds and accounts of the City, the Bond Account, the Reserve Account and the Project Account, in accordance with generally accepted accounting principles, for the purpose of accounting for the moneys provided for in this Ordinance, all as may be determined by the City Treasurer.

Section 11. Application of Proceeds of the Bond; Investments.

(a) ***Application of Bond Proceeds.*** Upon payment to the City of the purchase price of the Bond, the proceeds received by the City from the sale of the Bond shall be applied as a supplemental appropriation of the City as follows:

(i) capitalized interest for the Bond, in the amount determined by the City Treasurer, shall be deposited into the Bond Account;

(ii) Bond proceeds in the amount determined by the City Treasurer shall be deposited into the Reserve Account; and

(iii) all remaining proceeds of the Bond shall be deposited into the Project Account.

(b) ***Investments.*** Moneys deposited in the foregoing accounts may be invested and reinvested in Permitted Investments; provided, however, that the investment of such moneys shall be subject to the covenants and provisions of the Section hereof entitled "Covenants Regarding Exclusion of Interest on the Bond from Gross Income for Federal Income Tax Purposes."

Section 12. Bond Account.

(a) ***Pledge of Bond Account.*** The Bond and the interest thereon shall be payable solely from, and as security for such payment there is pledged, the Bond Account. The Bond Account shall contain: (i) the capitalized interest on the Bond; (ii) the Special Assessment Net Proceeds; and (iii) other funds legally available therefor, including without limitation the net proceeds of any bonds or other obligations issued to defease the Bond. Interest income from the investment and reinvestment of moneys deposited in the Bond Account shall remain in said Account.

(b) ***Use of Moneys in the Bond Account.*** Whenever the balance of funds in the Bond Account exceeds, on May 20 of the calendar year, the interest on the unpaid principal of the Bond for the June 1 interest payment date of that calendar year, the City Treasurer shall call for redemption prior to maturity a corresponding principal amount of the Bond for redemption on such June 1.

In the event and to the extent that the City Treasurer has funds derived from assessment payments in the Bond Account on any date that the assessment on any lot is prepaid in whole on or before thirty days after the final publication of the Assessment Ordinance,

the City Treasurer shall call for Extraordinary Redemption prior to maturity, a corresponding principal amount of the Bond as provided in Section 9 hereof.

Upon payment of the principal of and interest on the Bond or defeasance of the same, the City Council hereby declares its intention to credit and transfer any moneys remaining to the credit of the District to the Bond Account to be used solely for the purpose of maintaining and repairing the Project; provided however, at any time prior to making said credit and transfer, the City Council may find and determine that, upon payment of all principal of and interest on the Bond and cancellation of the Bond, the balance of any remaining assessment installments which are not delinquent shall be conclusively considered and held to be paid in full. Notwithstanding the foregoing, nothing in this paragraph shall be interpreted as enabling the City to use moneys in the Bond Account for any purpose other than the payment of the principal of and interest on the Bond while the Bond remains Outstanding. In the event that moneys in the Bond Account are sufficient to pay the principal of and accrued interest on the Bond which have not been paid when due or defeased in accordance with the Section hereof entitled "Defeasance," the City Council shall use the moneys remaining to the credit of the Bond Account for the purpose of paying the interest due on the Bond on the next succeeding interest payment date and for the Optional Redemption on such interest payment date of the remaining Outstanding principal amount of the Bond.

The creation, perfection, enforcement, and priority of the pledge of moneys in the Bond Account to secure or pay the Bond as provided herein shall be governed by Section 11-57-208 of the Supplemental Act and this Ordinance. Moneys in the Bond Account shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge on the moneys in the Bond Account shall have priority over any or all other obligations and liabilities of the City. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the City irrespective of whether such persons have notice of such lien.

Section 13. Project Account. All moneys deposited in the Project Account shall be applied solely to the payment of the Project Costs. Upon the determination of the City Council that all Project Costs have been paid or are determinable, any balance remaining in the Project Account (less any amounts necessary to pay Project Costs not then due and owing) shall be transferred to the Bond Account. Interest income from the investment and reinvestment of moneys deposited in the Project Account shall remain in said Account.

Section 14. Reserve Account. Moneys in the Reserve Account shall be used, if necessary, only to prevent a default in the payment of the interest on the Bond and to pay the principal of the Bond at the maturity thereof, and as security for such payment there is hereby exclusively pledged to the payment of the Bond, the Reserve Account. In the event the amounts credited to the Bond Account are insufficient to pay the interest accruing on the Bond when due or to pay the principal of the Bond at the maturity thereof, there shall be transferred from the Reserve Account to the Bond Account an amount which, when combined with moneys in the Bond Account, will be sufficient to make such interest payment when due, and, on the maturity date of the Bond, will be sufficient to pay the principal of the Bond remaining Outstanding. In

the event that moneys in the Reserve Account are applied for such purpose, no additional deposits (other than investment income described hereafter) will be made to the Reserve Account to replenish moneys transferred to the Bond Account.

If the amount in the Reserve Account is less than the maximum amount allowed by the Code (the "Maximum Reserve"), all interest income from the investment and reinvestment of moneys credited to the Reserve Account shall be credited to the Reserve Account. In the event that moneys credited to the Reserve Account equal or exceed the Maximum Reserve, all excess interest income from the investment and reinvestment of moneys credited to the Reserve Account shall be credited to the Bond Account.

In the event that moneys in the Reserve Account and the Bond Account are sufficient to pay all of the Outstanding principal of the Bond and interest to the next interest payment date on the Bond which has not been paid or defeased in accordance with the Section hereof entitled "Defeasance," the City Council shall use the moneys remaining to the credit of the Reserve Account and the Bond Account for the purpose of paying such interest and for the Optional Redemption of all of the Outstanding principal of the Bond on the next interest payment date.

Section 15. General Covenants. In addition to the other covenants of the City contained herein, the City hereby further covenants for the benefit of Owner of the Bond that:

(a) ***Levy of Assessments.*** The City Council will cause assessments to be levied on the real property within the District in an aggregate amount calculated to be sufficient to pay the principal of and interest on the Bond for the benefit of the Owner of the Bond. The City covenants to credit promptly or cause to be deposited to the Bond Account the Special Assessment Net Proceeds, and take such action as may be reasonably necessary and practicable to enforce the collection of such assessments in the manner provided by law. All assessments made, together with all interest thereon and penalties for default in payment thereof and all costs in collecting the same, shall constitute, from the effective date of the Assessment Ordinance, perpetual liens in the several amounts assessed against each lot or tract of land in the District and such liens shall have priority over all other liens except general tax liens.

(b) ***Collection and Disposition of Assessments.*** The City Treasurer is directed to collect any amount payable as an assessment together with any interest due thereon. So long as the Bond remains Outstanding, the City will keep or cause to be kept books and records showing full, true and complete entries covering the collection and disposition of the assessments and any delinquencies in the collection thereof, covering deposits and disbursements in each of the Accounts herein described, and covering the payment of the Bond. Any Owner shall have the right at all reasonable times to inspect such books and records.

(c) ***Audits.*** At least once a year in the time and manner provided by law, the City will cause an audit to be performed of the records relating to the Bond Account, the Reserve Account and the Project Account. Such audit may be made part of and included within the general audit of the City, and made at the same time as the general audit.

Copies of the audit will be filed and recorded in the places, time, and manner provided by law.

Section 16. Covenants Regarding Exclusion of Interest on the Bond From Gross Income for Federal Income Tax Purposes. For purposes of ensuring that the interest on the Bond is and remains not includable in gross income for federal income tax purposes, the City hereby covenants that:

(a) ***Prohibited Actions.*** The City will not use or permit the use of any proceeds of the Bond or any other funds of the City from whatever source derived, directly or indirectly, to acquire any securities or obligations and shall not take or permit to be taken any other action or actions, which would cause the Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code, or would otherwise cause the interest on the Bond to be includable in gross income for federal income tax purposes.

(b) ***Affirmative Actions.*** The City will at all times do and perform all acts permitted by law that are necessary in order to assure that interest paid by the City on the Bond shall not be includable in gross income for federal income tax purposes under the Code or any other valid provision of law. In particular, but without limitation, the City represents, warrants and covenants to comply with the following rules unless it receives an opinion of Bond Counsel stating that such compliance is not necessary: (i) gross proceeds of the Bond will not be used in a manner that will cause the Bond to be considered a “private activity bond” within the meaning of the Code; (ii) the Bond is not and will not become directly or indirectly “federally guaranteed”; and (iii) the City will file timely Internal Revenue Form 8038-G which shall contain the information required to be filed pursuant to Section 149(e) of the Code.

(c) ***Bank Qualified.*** The City hereby designates the Bond as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code.

Section 17. Defeasance. When all principal and interest in connection with the Bond have been duly paid, the pledge and lien and all obligations of the City hereunder shall thereby be discharged with respect to the Bond and the Bond shall no longer be deemed to be Outstanding within the meaning of this Ordinance. There shall be deemed to be such due payment when the City has placed in escrow and in trust with a commercial bank located within the State and exercising trust powers, an amount sufficient (including the known minimum yield from Federal Securities in which such amount may be initially invested) to meet all requirements of principal and interest on the Bond as the same become due to the final maturity thereof or to any prior redemption date as of which the City shall have exercised or shall have obligated itself to exercise its prior redemption option by a call of such Bond for payment. The Federal Securities shall become due at or prior to the respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the City and such bank at the time of the creation of the escrow, or the Federal Securities shall be subject to redemption at the option of the holder thereof to assure such availability as so needed to meet such schedule.

Section 18. Events of Default.

(a) ***Event of Default.*** The occurrence or existence of any one or more of the following events shall constitute an Event of Default hereunder:

(i) failure to make any payment of principal of or interest on the Bond when due hereunder;

(ii) breach by the City of any material covenant set forth herein relating to the Bond or failure by the City to perform any material duty imposed on it hereunder and continuation of such breach or failure for a period of 60 days after receipt by the City of written notice thereof from the Owner of the Bond; or

(iii) an order or decree is entered by a court of competent jurisdiction appointing a receiver for all or any portion of the revenues and moneys pledged for the payment of the Bond pursuant hereto is entered with the consent or acquiescence of the City or is entered without the consent or acquiescence of the City but is not vacated, discharged or stayed within 30 days after it is entered.

Section 19. Remedies for Events of Default. Upon the occurrence and continuance of an Event of Default, the Owner of the Bond, or a trustee therefor, may protect and enforce the rights of such Owner by proper legal or equitable remedy deemed most effectual including mandamus, specific performance of any covenants, injunctive relief, or requiring the City Council to act as if it were the trustee of an express trust, or any combination of such remedies. All proceedings shall be maintained for the benefit and protection of the Owner. The failure of the Owner to proceed does not relieve the City or any person of any liability for failure to perform any duty hereunder. The foregoing rights are in addition to any other right, and the exercise of any right by the Owner shall not be deemed a waiver of any other right.

Section 20. Amendment of Ordinance.

(a) ***Amendments Permitted Without Notice to or Consent of Owner.*** The City may, with prior notice to, but without the consent of, the Owner of the Bond, adopt one or more ordinances amending or supplementing this Ordinance (which ordinances shall thereafter become a part hereof) for any one or more or all of the following purposes:

(i) to cure any ambiguity, to cure, correct or supplement any defect or omission or inconsistent provision of this Ordinance, to make any provision necessary or desirable due to a change in law, to make any provisions with respect to matters arising under this Ordinance, or to make any provisions for any other purpose, if such provisions are necessary or desirable and do not materially adversely affect the interests of the Owner of the Bond;

(ii) to subject to this Ordinance additional revenues, properties or collateral;

(iii) to facilitate the appointment of a commercial bank or trust company as paying agent and registrar for the Bond, or the designation of a securities depository and a book-entry registration system for the Bond; or

(iv) to make any other change that does not materially adversely affect the Owner of the Bond.

(b) ***Amendments Requiring Notice to and Consent of Owner.*** Except for amendments or supplemental ordinances permitted by paragraph (a) of this Section, this Ordinance may only be amended with the written consent of the Owner of the Bond.

(c) ***Procedure for Notifying and Obtaining Consent of Owner.*** Whenever the consent of the Owner of the Bond is required under paragraph (b) of this Section, the City shall mail or cause to be mailed a notice by certified or registered first-class mail to such Owner at the address of such Owner as set forth in the registration books maintained by the Paying Agent, which notice shall describe briefly the proposed amendment and state that a copy of the amendment is on file in the office of the City Clerk for inspection. Any consent of the Owner of the Bond obtained with respect to an amendment shall be in writing and shall be final and not subject to withdrawal, rescission or modification for a period of 60 days after it is delivered to the City unless another time period is stated for such purpose in the notice mailed pursuant to this subsection. If the Owner of the Bond at the time of the execution of any such amendatory or supplemental ordinance shall have consented to and approved the execution thereof as herein provided, no subsequent Owner of the Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the adoption and effectiveness thereof, or to enjoin or restrain the City from taking any action pursuant to the provisions thereof. Upon the execution of any amendatory or supplemental ordinance pursuant to this Ordinance, this Ordinance shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Ordinance of the City, the Paying Agent, and the Owner of the Bond then Outstanding shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments.

Section 21. Findings and Determinations. The City Council hereby finds, determines and declares that it is in the best interest of the City, and necessary for the preservation of the public health and safety, that the Bond be authorized, sold, issued and delivered at the time, in the manner and for the purposes provided herein, and that the proposal of the Purchaser to purchase the Bond shall be accepted, subject to the terms, conditions and provisions set forth in this Ordinance.

Section 22. Authorization To Execute Other Documents. The Mayor and Mayor Pro Tem, the City Clerk, the City Treasurer, the City Manager, the City Finance Director and all other officers and employees of the City are hereby authorized and directed to take all other action necessary or appropriate to effectuate the provisions of this Ordinance, and to comply with the requirements of law, including, without limiting the generality of the foregoing:

(a) the printing of the Bond authorized herein and the execution and delivery of the Bond by the Mayor, the attestation thereof by the City Clerk and the countersignature by the City Treasurer;

(b) the execution of a Tax Compliance Certificate in connection with the issuance of the Bond;

(c) the execution and delivery of other agreements, documents and certificates in connection with the issuance of the Bond, including, but not limited to, documents for the investment of the proceeds of the Bond and which may involve the purchase and repurchase of securities that mature more than five years from the date of their purchase by the City;

(d) the execution of such other certificates and documents as may reasonably be required by Bond Counsel, in connection with the issuance of the Bond; and

(e) the making of various statements, recitals, certifications and warranties provided in the form of the Bond set forth in this Ordinance.

The City Clerk is hereby authorized and directed to attest, as necessary, all signatures of City officials and to affix the seal of the City to documents and certificates, as necessary or desirable, to effectuate the issuance of the Bond and the transactions contemplated hereby.

Section 23. Events Occurring on Days That Are Not Business Days. Except as otherwise specifically provided herein with respect to a particular event or action, if any event or action to occur hereunder is to be made or is to occur on a day that is not a Business Day, such event or action shall instead be made or occur on the next succeeding day that is a Business Day.

Section 24. Election To Apply Provisions of Supplemental Public Securities Act. The City elects to apply all of the provisions of the Supplemental Act to the issuance of the Bond.

Section 25. Limitation of Action. In accordance with Section 31-25-538(2) of the Act, any action brought with respect to the issuance of the Bond must be commenced within 30 days after the effective date of this Ordinance or else be thereafter perpetually barred.

Section 26. Headings. The headings to the various sections and paragraphs to this Ordinance have been inserted solely for the convenience of the reader, are not a part of this Ordinance, and shall not be used in any manner to interpret this Ordinance.

Section 27. Ordinance Irrepealable. After the Bond has been issued, this Ordinance shall constitute a contract between the Owner and the City, and shall be and remain irrepealable until the Bond and the interest accruing thereon shall have been fully paid, satisfied, and discharged, as herein provided.

Section 28. Repealer. All orders, bylaws, ordinances, and resolutions of the City, or parts thereof, inconsistent or in conflict with this Ordinance, are hereby repealed to the extent only of such inconsistency or conflict.

Section 29. Severability. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

INTRODUCED, PASSED ON FIRST READING AND ORDERED PUBLISHED, this _____ day of May, 2015.

PASSED ON FINAL READING AND ORDERED PUBLISHED, this _____ day of May, 2015.

CITY OF ALAMOSA, COLORADO

[SEAL]

By _____
Mayor

ATTEST:

City Clerk

APPENDIX A

FORM OF BOND

THE STATED PRINCIPAL AMOUNT OF THIS BOND MAY HAVE BEEN REDUCED PURSUANT TO REDEMPTIONS AS PROVIDED IN THE HEREINAFTER DEFINED BOND ORDINANCE. ACCORDINGLY, THE OUTSTANDING PRINCIPAL AMOUNT OF THIS BOND AT ANY TIME MAY BE LESS THAN THE PRINCIPAL AMOUNT SHOWN ON THE FACE HEREOF. ANYONE PURCHASING THIS BOND MAY ASCERTAIN THE OUTSTANDING PRINCIPAL AMOUNT BY INQUIRY OF THE CITY TREASURER AS BOND REGISTRAR/PAYING AGENT.

UNITED STATES OF AMERICA

STATE OF COLORADO

COUNTY OF ALAMOSA

**CITY OF ALAMOSA, COLORADO
SPECIAL IMPROVEMENT DISTRICT NO. 14-1
SPECIAL ASSESSMENT BOND
SERIES 2015**

R-_____ \$_____

Interest Rate:
%

Maturity Date:
June 1, 2030

Original Issue Date:
June __, 2015

REGISTERED OWNER:

PRINCIPAL SUM: Six Hundred Fifty Thousand Dollars.

THE CITY OF ALAMOSA, COLORADO (the "City"), a duly organized and validly existing home-rule city and political subdivision of the State of Colorado, for value received, hereby promises to pay to the order of the Registered Owner (named above) or registered assigns, solely from the special fund as hereinafter set forth, on the Maturity Date (stated above), the Principal Sum (stated above), to the extent not paid upon prior redemption, in lawful money of the United States of America, with interest thereon from the Original Issue Date (stated above), at the per annum Interest Rate (stated above), payable on June 1 of each year, commencing June 1, 2016. The final payment of principal of and the final installment of interest on this Bond are payable to the Registered Owner hereof by check or draft of the hereinafter defined Paying Agent upon presentation and surrender of this Bond at the office of the City Treasurer, as paying agent and bond registrar (the "Paying Agent"), in Alamosa, Colorado, or at such other location as identified by the Paying Agent. Principal of (except the final payment of principal of this Bond) and the interest hereon (except the final installment of interest) is to be

paid by check or draft of the Paying Agent mailed on the interest payment date to the Registered Owner hereof as of the close of business on the fifteenth day of the month (whether or not such day is a Business Day) preceding the interest payment date.

This Bond constitutes an issue of bonds designated as Special Improvement District No. 14-1, Special Assessment Bond, Series 2015, issued by the City in the aggregate principal amount of \$650,000 (this “Bond”). This Bond is being issued by the City for the purpose of financing certain street, street lighting, ADA sidewalk corner, curb and gutter, water, and sanitary and storm improvements (the “Project”) for Special Improvement District No. 14-1 (the “District”).

It is hereby certified and recited that the total principal amount of this Bond, does not exceed the amount authorized by law; that every requirement of law relating to the creation of the District, the construction, acquisition and completion of the Project, and the issuance of this Bond has been complied with; that this Bond has been issued pursuant to, under the authority of, and in full conformity with, the City Charter and the Constitution and laws of the State of Colorado, including, in particular part 5 of article 25 of title 31, Colorado Revised Statutes, and the Supplemental Public Securities Act, part 2 of article 57 of title 11, Colorado Revised Statutes; that at an election lawfully held within the District on November 4, 2014, the issuance of this Bond was duly authorized by a majority of the electors qualified to vote and voting at said election; and that all conditions required to exist and things required to be done precedent to and in the issuance of this Bond to render the same lawful and valid, have happened, been properly done and performed, and did exist in regular and due time, form, and manner, as required by law. The above recital shall be conclusive evidence of the validity and the regularity of the issuance of this Bond after its delivery for value. It is hereby further recited, certified, and warranted that all of the requirements of law have been fully complied with by the proper officers of the City in issuing this Bond.

Payment of this Bond and the interest thereon shall be made from, and as security for such payment there is pledged, a special fund designated as “Special Improvement District No. 14-1 Bond Account” (the “Bond Account”). The Bond Account shall contain (a) the Special Assessment Net Proceeds (as defined in the Bond Ordinance), (b) the Bond proceeds set aside as capitalized interest, (c) any moneys in the Special Improvement District No. 14-1 Project Account remaining after the costs of the Project and related costs have been paid in full, and (d) any other legally available moneys, including without limitation, the net proceeds of any bonds or other obligations issued to defease this Bond.

The assessments levied against the property within the District will constitute a lien on and against each lot or tract of land in the respective amounts apportioned by an ordinance of the City to be adopted after the projected completion of the Project. For the payment of this Bond and the interest thereon, the City pledges to exercise all of its lawful powers to collect the assessments against the real property included within the District and specially benefited by the construction, acquisition and completion of the Project, and take all necessary action to collect any assessments that are in default.

As described below, this Bond may be redeemed, in whole or in part, prior to maturity (i) on any interest payment date or (ii) on any date on or before thirty days after the final publication

of the Assessment Ordinance that the assessment on any lot is paid in whole. Notice of Optional Redemption prior to maturity shall be given by mailing a copy of the redemption notice, at least five Business Days prior to the date fixed for redemption, to the Registered Owner of this Bond at the address of such Registered Owner shown on the registration books maintained by the Paying Agent, in the manner set forth in the authorizing Bond Ordinance adopted by the City Council of the City (the "Bond Ordinance"). Failure to give such notice by mailing to the Registered Owner, or any defect therein, shall not affect the validity of any proceeding for redemption of this Bond. The portion of this Bond called for redemption will cease to bear interest after the specified redemption date, provided funds for such redemption are paid or are available to be paid to the Registered Owner hereof in accordance with the Bond Ordinance.

Notice of redemption prior to maturity will not be given in the case of Extraordinary Redemption.

Optional Redemption. This Bond is subject to call and redemption prior to maturity, in whole or in part, on any interest payment date, at the price of par plus accrued interest to the redemption date, without premium, in the event and to the extent that there are moneys available for such redemption in the Bond Account.

Extraordinary Redemption. This Bond is subject to call and redemption prior to maturity, in whole or in part, (a) on any date that the assessment on any lot is paid in whole on or before thirty days after the final publication of the Assessment Ordinance and (b) on any date from excess moneys in the Project Account that are transferred to the Bond Account pursuant to the Bond Ordinance, at the price of par with accrued interest to the redemption date, and without premium, in the event and to the extent that there are moneys available for such redemption in the Bond Account that constitute payment in full of the assessment on any lot in the District as provided in the Assessment Ordinance or that constitute moneys transferred from the Project Account to the Bond Account pursuant to the Bond Ordinance.

Reference is hereby made to the Bond Ordinance for an additional description of the nature and extent of the security for this Bond, the accounts and revenues pledged to the payment thereof, the rights and remedies of the Registered Owner of this Bond, the manner in which the Bond Ordinance may be amended, and the other terms and conditions upon which this Bond is issued, a copy of which is on file at the office of the City Clerk.

The City Treasurer shall maintain registration books in which the ownership of this Bond shall be recorded. The person in whose name this Bond shall be registered on such registration books shall be deemed to be the absolute owner hereof for all purposes, whether or not payment on this Bond shall be overdue, and neither the City nor the City Treasurer shall be affected by any notice or other information to the contrary. This Bond may not be transferred.

THIS BOND DOES NOT CONSTITUTE A DEBT OR AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR PROVISION, AND SHALL NOT BE CONSIDERED OR HELD TO BE A GENERAL OBLIGATION OF THE CITY. THE PAYMENT OF THIS BOND AND THE INTEREST THEREON IS NOT SECURED BY AN ENCUMBRANCE, MORTGAGE, OR OTHER PLEDGE OF PROPERTY OF THE CITY EXCEPT FOR SUCH SPECIAL

ASSESSMENTS AND OTHER MONEYS PLEDGED FOR THE PAYMENT OF THIS BOND AS SET FORTH ABOVE. NO PROPERTY OF THE CITY, SUBJECT TO SUCH EXCEPTION, SHALL BE LIABLE TO BE FORFEITED OR TAKEN IN PAYMENT OF THIS BOND.

THE BOND ORDINANCE CONSTITUTES THE CONTRACT BETWEEN THE REGISTERED OWNER OF THIS BOND AND THE CITY. THIS BOND IS ONLY EVIDENCE OF SUCH CONTRACT AND, AS SUCH, IS SUBJECT IN ALL RESPECTS TO THE TERMS OF THE BOND ORDINANCE, WHICH SUPERSEDES ANY INCONSISTENT STATEMENT IN THIS BOND.

The Bond Ordinance may be amended or supplemented from time to time with or without the consent of the Registered Owner of this Bond as provided in the Bond Ordinance.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until countersigned by the manual signature of the City Treasurer.

IN WITNESS WHEREOF, the City of Alamosa, Colorado, has caused this Bond to be signed in the name and on behalf of the City with the manual or facsimile signature of the Mayor, to be countersigned with the manual signature of the City Treasurer, to be sealed with the seal of the City or a facsimile thereof and to be attested by the manual or facsimile signature of the City Clerk.

[MANUAL OR FACSIMILE SEAL]

CITY OF ALAMOSA, COLORADO

By (Manual or Facsimile Signature)
Mayor

Attest:

Countersigned:

By (Manual or Facsimile Signature)
City Clerk

By (Manual Signature)
City Treasurer

ASSIGNMENT

FOR VALUE RECEIVED the undersigned, hereby sells, assigns and transfers unto

(Please print or typewrite name and address of Transferee)
(Tax Identification or Social Security No. _____)

the within Bond and all rights thereunder, and hereby irrevocable constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

TRANSFER FEE MAY BE REQUIRED

SCHEDULE OF PAYMENTS

[illegible]

[illegible][illegible][illegible]

[End Form of Bond]

PRELIMINARY ORDER ADOPTING PLANS AND SPECIFICATIONS FOR
CONSTRUCTION OF PUBLIC IMPROVEMENTS WITHIN THE CITY OF ALAMOSA
SPECIAL IMPROVEMENT DISTRICT 14-1(CARROLL SUBDIVISION ADDITION NO. 2)

Pursuant to the provisions of C.R.S. § 31-25-503(3), and Article XV, Section 3 of the Charter of the City of Alamosa, the City Council of the City of Alamosa hereby adopts this Preliminary Order for the construction of public improvements within the area of the City of Alamosa Special Improvement District 14-1, which will consist of the property benefitting from the improvements in the area described as follows:

The following described property located in the Northwest Quarter (NW1/4) Section 4, Township 37 North, Range 10 East, New Mexico Principal Meridian, City of Alamosa, Alamosa County, Colorado.

- Lot 17 of the Walker Replat, filed in the records of the Alamosa County Clerk and Recorder on December 29, 2006 under Reception No. 329213
- Lot 6, Block 2 and Lot 3, Block 3 of the Carroll Subdivision - Addition No. 2, filed in the records of the Alamosa County Clerk and Recorder on June 30, 1976 under Reception No. 188206
- Lots 1 – 4 and 16, Block 2 of the Replat of Lots 1, 2, 3, 4, 9, 10, 11, & 12 of Block No. 2 of the Replat of the Carrol Subdivision – Addition No. 2 Into Lots 1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, 16 Block 2, of the Carroll Subdivision – Addition No. 2, filed in the records of the Alamosa County Clerk and Recorder on September 24, 2004 under Reception No. 318382
- Lots 1 – 5, Block 1, Lot 5, Block 2, Lots 4 – 13, Block 3, and Lots 1 – 9, Block 4 of the Replat of Carroll Subdivision – Addition No. 2, filed in the records of the Alamosa County Clerk and Recorder on November 16, 1982 under Reception No. 220402

The Special District Boundaries are shown on the attached map.

The improvements to be constructed or installed are estimated as follows:

- Approximately 528 linear feet of 6” AWWA C900, DR18 PVC Water Main
- 27 Water Service Connections
- 3 Fire Hydrant Assemblies
- 1,160 linear feet of 8” SDR 35 PVC Sewer Pipe
- 8 Sewer Manholes
- 27 Sewer Service Connections
- 3,352 linear feet of Mountable Curb and Gutter

- 6 Type 2 ADA Corners
- 324 square feet of Concrete Drainage Pan
- 1,100 cubic yards of Unconsolidated Excavation
- 2,700 tons of CDOT Class 5 Road Base
- 1,230 tons of Hot Mix Asphalt, Grade S

If sufficient funding is available from the Special Improvement District bonds to be issued to fund the construction or installation of the above improvements, the following additional improvements may be constructed:

- Electrical infrastructure to serve street lights and provide residential electrical service to those lots within the external boundaries of the Special Improvement District that are currently unserved

The Department of Public Works has estimated and the City Council of the City of Alamosa hereby adopts the construction plans, specifications, and estimated costs at \$475,161, as shown on the attached spreadsheet, entitled “Construction Cost Estimate – Carroll SID”. The total estimated cost including bond costs, reserve funds, TABOR allowances, underwriting fees, and associated costs is \$650,000, as shown on the attached spreadsheet, entitled “City of Alamosa, Carroll Subdivision No. 2 SID Bond Issuance Projected Costs and Maturity Schedule.” The Department of Public Works has estimated the total cost and amounts to be assessed to each lot as shown on the attached spreadsheet entitled “Carroll SID - TABOR Allowance + \$20,000 to Bond Amount - 15 Year Maturity - 6.875% - \$984,000 Total Bond Payout.” The actual principal bond amount shall not exceed the \$650,000 depicted on the attached spreadsheets, and the actual bond interest rate shall not exceed 6.875% as shown on the attached spreadsheets, but the final lot assessments will not be finally ascertained until the completion of construction.

The cost shall be payable over 15 years, in fifteen annual assessment installments.

APPROVED by the City Council of Alamosa, Colorado at the meeting held on January 21, 2015, on a vote of _____ in favor, and _____ against.

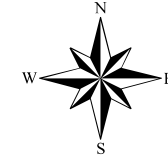
City of Alamosa

Josef P. Lucero, Mayor

Attest:

Kristi Duarte, City Clerk

**Carroll Addition No. 2
Proposed
Special Improvement District**



200 100 0 Feet

Legend

- 2 SID ASSESSMENT BREAKDOWN MAP ID #
- PROPOSED SPECIAL IMPROVEMENT DISTRICT

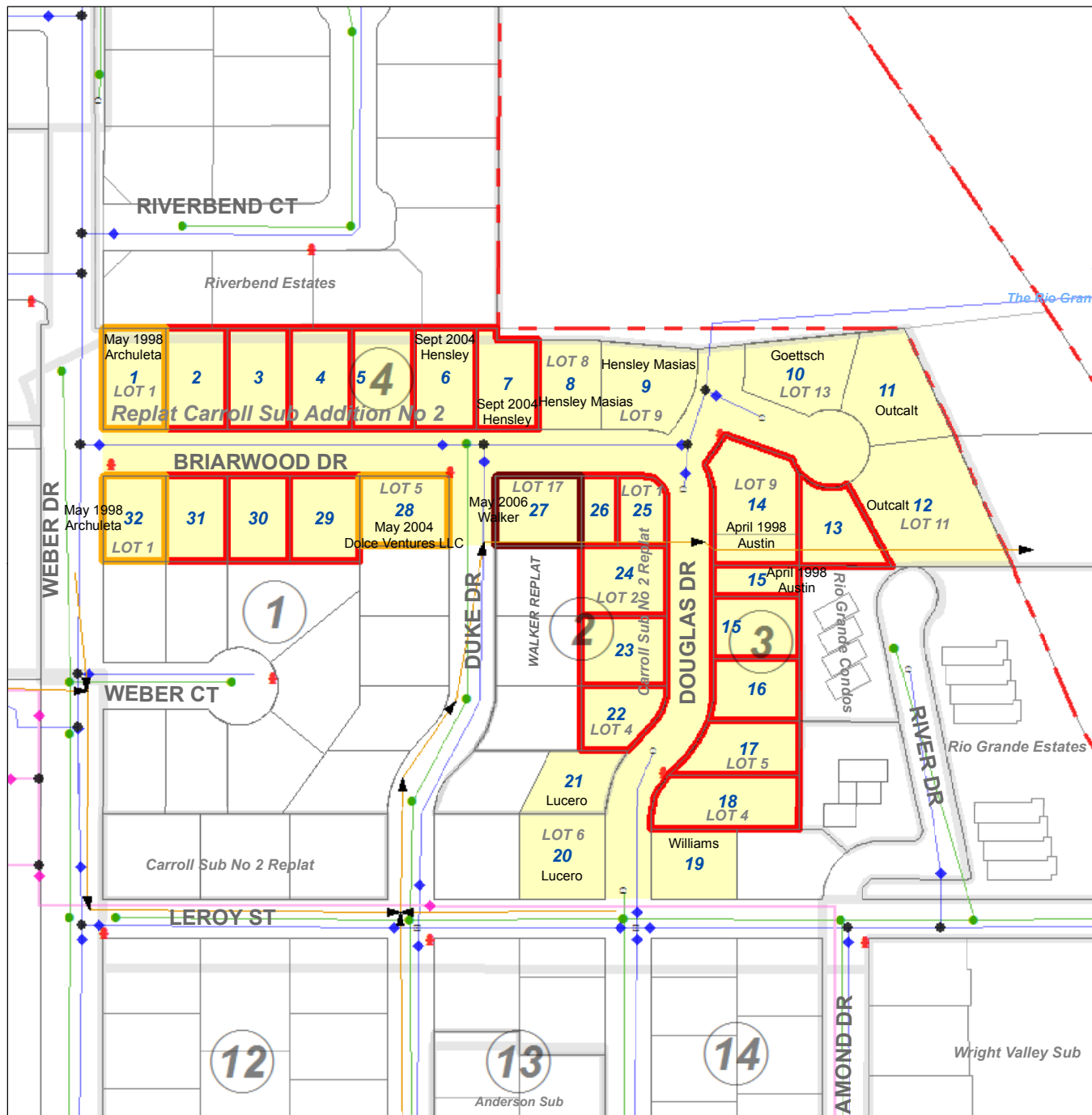
Van Ry Ownership 7/2013

Van Ry Deeds

- BK416PG302 May 1991
- BK475PG22 Oct 1993
- UNSURE OF DEED
- CITY LIMITS
- PARCELS

SUBDIVISIONS

- 1 1
- 2 2
- 3 3
- WATER LINES
- NON-POTABLE
- SANITARY SEWER
- STORM DRAIN
- STORM DRAIN FORCE MAIN
- ◆ WATER VALVE
- ◆ WATER VALVE NON-POTABLE
- PLUG
- TEE
- 4 WAY
- FIRE HYDRANT
- MH
- PLUG



Construction Cost Estimate

Carroll SID

SID Estimate

Item	Quantity	Unit	Estimated Cost	
			Unit Cost	Total
6" PVC Water Main AWWA C900, DR18	528	LF	\$20.00	\$10,560
Water Service Connection	27	EACH	\$850.00	\$22,950
Fider Hydrant Assembly	3	EACH	\$4,500.00	\$13,500
Chlorination and Hydrostatic Testing	1	LS	\$1,000.00	\$1,000
			Sub Total - Water	\$48,010
8" PVC SDR 35 Sewer Pipe	1,160	LF	\$25.00	\$29,000
Sewer Manhole	8	EACH	\$3,500.00	\$28,000
Sewer Service Connection	27	EACH	\$850.00	\$22,950
			Sub Total - Sewer	\$79,950
Mountable Curb and Gutter	3,352	LF	\$16.50	\$55,308
Type 2 ADA Corner	6	EACH	\$1,700.00	\$10,200
3' Concrete Pan	324	FT ²	\$6.00	\$1,944
			Sub Total - Concrete	\$67,452
Unconsolidated Excavation	1,100	YD ³	\$16.00	\$17,600
Class 5 Road Base	2,700	TON	\$24.00	\$64,800
Asphalt 3" Grading S	1,230	TON	\$110.00	\$135,300
			Sub Total - Street	\$217,700
Total Construction Cost				\$413,112
Design Engineering (5% Construction)				\$20,656
Construction Staking (3% Construction)				\$12,393
			Sub Total - Engineering and Layout	\$33,049
			Total	\$446,161
			6.5% Contingency	\$29,000
			Grand Total	\$475,161

City of Alamosa, Carroll Subdivision No. 2 SID Bond Issuance
Projected Costs and Maturity Schedule
\$480,000 Construction Costs with a 15-year bond maturity

9/4/2014

Schedule	
Issue Bonds	May 1, 2015
Start Construction	June 1, 2015
Complete Construction	August 1, 2015
Final Assessment	September 1, 2015
Optional Whole Bond Pay Off / Lot	October 1, 2015
First SID Payment by Lot Owners	April 30, 2016
Day from \$ Collection to Bond payment	31
Project and Bond Costs	
Project Costs	\$ 480,000
Capitalized Interest Yr1	\$ 28,400
Reserve Fund - One year	\$ 77,000 *
County Election	\$ 1,000
Paying Agent, issuance and Yr1	\$ 800
Legal Fees	\$ 20,000
Bond Underwriter Fees	\$ 20,000
Sub-Total	\$ 627,200
Rounding- to Reserve Fund	\$ 2,800 *
Bond Total	\$ 630,000
*Unused Funds can be used towards final bond payment	
TABOR / Ballot Question Allowance	\$ 20,000
TABOR - BOND TOTAL PROJECTION FOR BALLOT QUESTION	\$ 650,000
TABOR / Ballot Question Allowance is standard and for Inflation/Contingency Costs for June 2015 Project Execution and Bond issuance.	
Annual Fees	
Annual City Fee	\$ 200
Annual Paying Agent	\$ 300
Annual Total	\$ 500

May 2015 Issuance - Maturity Schedule									
Yr	Mos	Payment Date	Outstanding Bond Par	Principal Payment	Interest Payment	Annual Fees	Total	Fiscal Yr Annual Total	
					5.125%				
1	9	12/1/2015	\$ 630,000	\$ -	\$ 24,216	\$ -	\$ -		
	6	6/1/2106	\$ 630,000	\$ 45,000	\$ 16,144	\$ 250	\$ 61,394	\$ 76,634	
2	6	12/1/2016	\$ 585,000	\$ -	\$ 14,991	\$ 250	\$ 15,241		
	6	6/1/2107	\$ 585,000	\$ 45,000	\$ 14,991	\$ 250	\$ 60,241	\$ 74,328	
3	6	12/1/2017	\$ 540,000	\$ -	\$ 13,838	\$ 250	\$ 14,088		
	6	6/1/2018	\$ 540,000	\$ 45,000	\$ 13,838	\$ 250	\$ 59,088	\$ 72,022	
4	6	12/1/2018	\$ 495,000	\$ -	\$ 12,684	\$ 250	\$ 12,934		
	6	6/1/2019	\$ 495,000	\$ 45,000	\$ 12,684	\$ 250	\$ 57,934	\$ 69,716	
5	6	12/1/2019	\$ 450,000	\$ -	\$ 11,531	\$ 250	\$ 11,781		
	6	6/1/2020	\$ 450,000	\$ 45,000	\$ 11,531	\$ 250	\$ 56,781	\$ 67,409	
6	6	12/1/2020	\$ 405,000	\$ -	\$ 10,378	\$ 250	\$ 10,628		
	6	6/1/2021	\$ 405,000	\$ 45,000	\$ 10,378	\$ 250	\$ 55,628	\$ 65,103	
7	6	12/1/2021	\$ 360,000	\$ -	\$ 9,225	\$ 250	\$ 9,475		
	6	6/1/2022	\$ 360,000	\$ 40,000	\$ 9,225	\$ 250	\$ 49,475	\$ 57,925	
8	6	12/1/2022	\$ 320,000	\$ -	\$ 8,200	\$ 250	\$ 8,450		
	6	6/1/2023	\$ 320,000	\$ 40,000	\$ 8,200	\$ 250	\$ 48,450	\$ 55,875	
9	6	12/1/2023	\$ 280,000	\$ -	\$ 7,175	\$ 250	\$ 7,425		
	6	6/1/2024	\$ 280,000	\$ 40,000	\$ 7,175	\$ 250	\$ 47,425	\$ 53,825	
10	6	12/1/2024	\$ 240,000	\$ -	\$ 6,150	\$ 250	\$ 6,400		
	6	6/1/2025	\$ 240,000	\$ 40,000	\$ 6,150	\$ 250	\$ 46,400	\$ 51,775	
11	6	12/1/2025	\$ 200,000	\$ -	\$ 5,125	\$ 250	\$ 5,375		
	6	6/1/2026	\$ 200,000	\$ 40,000	\$ 5,125	\$ 250	\$ 45,375	\$ 49,725	
12	6	12/1/2026	\$ 160,000	\$ -	\$ 4,100	\$ 250	\$ 4,350		
	6	6/1/2027	\$ 160,000	\$ 40,000	\$ 4,100	\$ 250	\$ 44,350	\$ 47,675	
13	6	12/1/2027	\$ 120,000	\$ -	\$ 3,075	\$ 250	\$ 3,325		
	6	6/1/2028	\$ 120,000	\$ 40,000	\$ 3,075	\$ 250	\$ 43,325	\$ 45,625	
14	6	12/1/2028	\$ 80,000	\$ -	\$ 2,050	\$ 250	\$ 2,300		
	6	6/1/2029	\$ 80,000	\$ 40,000	\$ 2,050	\$ 250	\$ 42,300	\$ 43,575	
15	6	12/1/2029	\$ 40,000	\$ -	\$ 1,025	\$ 250	\$ 1,275		
	6	6/1/2030	\$ 40,000	\$ 40,000	\$ 1,025	\$ 100	\$ 41,125	\$ 41,125	
					\$ 630,000	\$ 259,453	\$ 7,100	\$ 873,000	\$ 873,000

Total Bond Amount	Lots	Average Total Assessment in Oct 2015/ Lot
\$ 630,000	33	\$ 19,100 for One-Time Pay Off
Average Total Annual Payment:	Lots	Average Annual Payment / Lot Over 15 Yrs
\$ 26,500	33	\$ 1,800

Stress Test - Increase to Interest Rate - Maturity Schedule									
Yr	Mos	Payment Date	Outstanding Bond Par	Principal Payment	Interest Payment	Annual Fees	Total	Fiscal Yr Annual Total	
					6.875%				
1	9	12/1/2015	\$ 630,000	\$ -	\$ 32,484	\$ -	\$ -		
	6	6/1/2106	\$ 630,000	\$ 45,000	\$ 21,656	\$ 250	\$ 66,906	\$ 87,266	
2	6	12/1/2016	\$ 585,000	\$ -	\$ 20,109	\$ 250	\$ 20,359		
	6	6/1/2107	\$ 585,000	\$ 45,000	\$ 20,109	\$ 250	\$ 65,359	\$ 84,172	
3	6	12/1/2017	\$ 540,000	\$ -	\$ 18,563	\$ 250	\$ 18,813		
	6	6/1/2018	\$ 540,000	\$ 45,000	\$ 18,563	\$ 250	\$ 63,813	\$ 81,078	
4	6	12/1/2018	\$ 495,000	\$ -	\$ 17,016	\$ 250	\$ 17,266		
	6	6/1/2019	\$ 495,000	\$ 45,000	\$ 17,016	\$ 250	\$ 62,266	\$ 77,984	
5	6	12/1/2019	\$ 450,000	\$ -	\$ 15,469	\$ 250	\$ 15,719		
	6	6/1/2020	\$ 450,000	\$ 45,000	\$ 15,469	\$ 250	\$ 60,719	\$ 74,891	
6	6	12/1/2020	\$ 405,000	\$ -	\$ 13,922	\$ 250	\$ 14,172		
	6	6/1/2021	\$ 405,000	\$ 45,000	\$ 13,922	\$ 250	\$ 59,172	\$ 71,797	
7	6	12/1/2021	\$ 360,000	\$ -	\$ 12,375	\$ 250	\$ 12,625		
	6	6/1/2022	\$ 360,000	\$ 40,000	\$ 12,375	\$ 250	\$ 52,625	\$ 63,875	
8	6	12/1/2022	\$ 320,000	\$ -	\$ 11,000	\$ 250	\$ 11,250		
	6	6/1/2023	\$ 320,000	\$ 40,000	\$ 11,000	\$ 250	\$ 51,250	\$ 61,125	
9	6	12/1/2023	\$ 280,000	\$ -	\$ 9,625	\$ 250	\$ 9,875		
	6	6/1/2024	\$ 280,000	\$ 40,000	\$ 9,625	\$ 250	\$ 49,875	\$ 58,375	
10	6	12/1/2024	\$ 240,000	\$ -	\$ 8,250	\$ 250	\$ 8,500		
	6	6/1/2025	\$ 240,000	\$ 40,000	\$ 8,250	\$ 250	\$ 48,500	\$ 55,625	
11	6	12/1/2025	\$ 200,000	\$ -	\$ 6,875	\$ 250	\$ 7,125		
	6	6/1/2026	\$ 200,000	\$ 40,000	\$ 6,875	\$ 250	\$ 47,125	\$ 52,875	
12	6	12/1/2026	\$ 160,000	\$ -	\$ 5,500	\$ 250	\$ 5,750		
	6	6/1/2027	\$ 160,000	\$ 40,000	\$ 5,500	\$ 250	\$ 45,750	\$ 50,125	
13	6	12/1/2027	\$ 120,000	\$ -	\$ 4,125	\$ 250	\$ 4,375		
	6	6/1/2028	\$ 120,000	\$ 40,000	\$ 4,125	\$ 250	\$ 44,375	\$ 47,375	
14	6	12/1/2028	\$ 80,000	\$ -	\$ 2,750	\$ 250	\$ 3,000		
	6	6/1/2029	\$ 80,000	\$ 40,000	\$ 2,750	\$ 250	\$ 43,000	\$ 44,625	
15	6	12/1/2029	\$ 40,000	\$ -	\$ 1,375	\$ 250	\$ 1,625		
	6	6/1/2030	\$ 40,000	\$ 40,000	\$ 1,375	\$ 100	\$ 41,475	\$ 41,475	
					\$ 630,000	\$ 348,047	\$ 7,100	\$ 953,000	\$ 953,000

Total Bond Amount	Lots	Average Total Assessment in Oct 2015/ Lot
\$ 630,000	33	\$ 19,100 for One-Time Pay Off
Average Total Annual Payment:	Lots	Average Annual Payment / Lot Over 15 Yrs
\$ 28,900	33	\$ 2,000

TABOR Allowance +\$20,000 to bond amount - Maturity Schedule									
Yr	Mos	Payment Date	Outstanding Bond Par	Principal Payment	Interest Payment	Annual Fees	Total	Fiscal Yr Annual Total	
					6.875%				
1	9	12/1/2015	\$ 650,000	\$ -	\$ 33,516	\$ -	\$ -		
	6	6/1/2106	\$ 650,000	\$ 45,000	\$ 22,344	\$ 250	\$ 67,594	\$ 88,641	
2	6	12/1/2016	\$ 605,000	\$ -	\$ 20,797	\$ 250	\$ 21,047		
	6	6/1/2107	\$ 605,000	\$ 45,000	\$ 20,797	\$ 250	\$ 66,047	\$ 85,547	
3	6	12/1/2017	\$ 560,000	\$ -	\$ 19,250	\$ 250	\$ 19,500		
	6	6/1/2018	\$ 560,000	\$ 45,000	\$ 19,250	\$ 250	\$ 64,500	\$ 82,453	
4	6	12/1/2018	\$ 515,000	\$ -	\$ 17,703	\$ 250	\$ 17,953		
	6	6/1/2019	\$ 515,000	\$ 45,000	\$ 17,703	\$ 250	\$ 62,953	\$ 79,359	
5	6	12/1/2019	\$ 470,000	\$ -	\$ 16,156	\$ 250	\$ 16,406		
	6	6/1/2020	\$ 470,000	\$ 45,000	\$ 16,156	\$ 250	\$ 61,406	\$ 76,266	
6	6	12/1/2020	\$ 425,000	\$ -	\$ 14,609	\$ 250	\$ 14,859		
	6	6/1/2021	\$ 425,000	\$ 45,000	\$ 14,609	\$ 250	\$ 59,859	\$ 73,172	
7	6	12/1/2021	\$ 380,000	\$ -	\$ 13,063	\$ 250	\$ 13,313		
	6	6/1/2022	\$ 380,000	\$ 45,000	\$ 13,063	\$ 250	\$ 58,313	\$ 70,078	
8	6	12/1/2022	\$ 335,000	\$ -	\$ 11,516	\$ 250	\$ 11,766		
	6	6/1/2023	\$ 335,000	\$ 45,000	\$ 11,516	\$ 250	\$ 56,766	\$ 66,984	
9	6	12/1/2023	\$ 290,000	\$ -	\$ 9,969	\$ 250	\$ 10,219		
	6	6/1/2024	\$ 290,000	\$ 45,000	\$ 9,969	\$ 250	\$ 55,219	\$ 63,891	
10	6	12/1/2024	\$ 245,000	\$ -	\$ 8,422	\$ 250	\$ 8,672		
	6	6/1/2025	\$ 245,000	\$ 45,000	\$ 8,422	\$ 250	\$ 53,672	\$ 60,797	
11	6	12/1/2025	\$ 200,000	\$ -	\$ 6,875	\$ 250	\$ 7,125		
	6	6/1/2026	\$ 200,000	\$ 40,000	\$ 6,875	\$ 250	\$ 47,125	\$ 52,875	
12	6	12/1/2026	\$ 160,000	\$ -	\$ 5,500	\$ 250	\$ 5,750		
	6	6/1/2027	\$ 160,000	\$ 40,000	\$ 5,500	\$ 250	\$ 45,750	\$ 50,125	
13	6	12/1/2027	\$ 120,000	\$ -	\$ 4,125	\$ 250	\$ 4,375		
	6	6/1/2028	\$ 120,000	\$ 40,000	\$ 4,125	\$ 250	\$ 44,375	\$ 47,375	
14	6	12/1/2028	\$ 80,000	\$ -	\$ 2,750	\$ 250	\$ 3,000		
	6	6/1/2029	\$ 80,000	\$ 40,000	\$ 2,750	\$ 250	\$ 43,000	\$ 44,625	
15	6	12/1/2029	\$ 40,000	\$ -	\$ 1,375	\$ 250	\$ 1,625		
	6	6/1/2030	\$ 40,000	\$ 40,000	\$ 1,375	\$ 100	\$ 41,475	\$ 41,475	
					\$ 650,000	\$ 360,078	\$ 7,100	\$ 984,000	\$ 984,000

Total Bond Amount	Lots	Average Total Assessment in Oct 2015/ Lot
\$ 650,000	33	\$ 19,700 for One-Time Pay Off
Average Total Annual Payment:	Lots	Average Annual Payment / Lot Over 15 Yrs
\$ 29,900	33	\$ 2,000

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Carroll SID - TABOR Allowance + \$20,000 to Bond Amount - 15 Year Maturity - 6.875% - \$984,000 Total Bond Payout																									
Owner	Street / PO Box	City	Zip Code	Parcel Number	Lot No & Sub	Ft. ²	%	% Total Construction Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Total	
Jerry P. and Glenna Archuleta	PO Box 1618	Alamosa	81101	5413042-01-002	Lot 1 Blk 4 - Replat of Carroll Addition No. 2	10,480	3.09%	3.30%	\$ 2,922	\$ 2,820	\$ 2,718	\$ 2,616	\$ 2,514	\$ 2,412	\$ 2,310	\$ 2,208	\$ 2,106	\$ 2,004	\$ 1,743	\$ 1,653	\$ 1,562	\$ 1,471	\$ 1,367	\$ 32,429	
Arvin W. and Marcia K. Van Ry	336 Riverwood Drive	Alamosa	81101	5413042-01-003	Lot 2 Blk 4 - Replat of Carroll Addition No. 2	10,480	3.09%	3.30%	\$ 2,922	\$ 2,820	\$ 2,718	\$ 2,616	\$ 2,514	\$ 2,412	\$ 2,310	\$ 2,208	\$ 2,106	\$ 2,004	\$ 1,743	\$ 1,653	\$ 1,562	\$ 1,471	\$ 1,367	\$ 32,429	
Arvin W. and Marcia K. Van Ry	336 Riverwood Drive	Alamosa	81101	5413042-01-004	Lot 3 Blk 4 - Replat of Carroll Addition No. 2	10,480	3.09%	3.30%	\$ 2,922	\$ 2,820	\$ 2,718	\$ 2,616	\$ 2,514	\$ 2,412	\$ 2,310	\$ 2,208	\$ 2,106	\$ 2,004	\$ 1,743	\$ 1,653	\$ 1,562	\$ 1,471	\$ 1,367	\$ 32,429	
Arvin W. and Marcia K. Van Ry	336 Riverwood Drive	Alamosa	81101	5413042-01-005	Lot 4 Blk 4 - Replat of Carroll Addition No. 2	10,480	3.09%	3.30%	\$ 2,922	\$ 2,820	\$ 2,718	\$ 2,616	\$ 2,514	\$ 2,412	\$ 2,310	\$ 2,208	\$ 2,106	\$ 2,004	\$ 1,743	\$ 1,653	\$ 1,562	\$ 1,471	\$ 1,367	\$ 32,429	
Arvin W. and Marcia K. Van Ry	336 Riverwood Drive	Alamosa	81101	5413042-01-006	Lot 5 Blk 4 - Replat of Carroll Addition No. 2	10,480	3.09%	3.30%	\$ 2,922	\$ 2,820	\$ 2,718	\$ 2,616	\$ 2,514	\$ 2,412	\$ 2,310	\$ 2,208	\$ 2,106	\$ 2,004	\$ 1,743	\$ 1,653	\$ 1,562	\$ 1,471	\$ 1,367	\$ 32,429	
Mark W. and Stephanie M. Hensley	713 Douglas Drive	Alamosa	81101	5413042-01-007	Lot 6 Blk 4 - Replat of Carroll Addition No. 2	10,480	3.09%	3.30%	\$ 2,922	\$ 2,820	\$ 2,718	\$ 2,616	\$ 2,514	\$ 2,412	\$ 2,310	\$ 2,208	\$ 2,106	\$ 2,004	\$ 1,743	\$ 1,653	\$ 1,562	\$ 1,471	\$ 1,367	\$ 32,429	
Mark W. and Stephanie M. Hensley	713 Douglas Drive	Alamosa	81101	5413042-01-008	Lot 7 Blk 4 - Replat of Carroll Addition No. 2	9,630	2.84%	3.12%	\$ 2,768	\$ 2,672	\$ 2,575	\$ 2,479	\$ 2,382	\$ 2,285	\$ 2,189	\$ 2,092	\$ 1,995	\$ 1,899	\$ 1,651	\$ 1,565	\$ 1,480	\$ 1,394	\$ 1,295	\$ 30,721	
Justin D. Hensley and Lisa Lee Masias-Hensley	106 Riverwood Drive	Alamosa	81101	5413042-01-009	Lot 8 Blk 4 - Replat of Carroll Addition No. 2	9,200	2.71%	3.04%	\$ 2,691	\$ 2,597	\$ 2,503	\$ 2,409	\$ 2,315	\$ 2,221	\$ 2,127	\$ 2,033	\$ 1,939	\$ 1,845	\$ 1,605	\$ 1,521	\$ 1,438	\$ 1,355	\$ 1,259	\$ 29,858	
Justin D. Hensley and Lisa Lee Masias-Hensley 720-376-9820	106 Riverwood Drive	Alamosa	81101	5413042-01-010	Lot 9 Blk 4 - Replat of Carroll Addition No. 2	12,710	3.74%	3.75%	\$ 3,326	\$ 3,210	\$ 3,094	\$ 2,978	\$ 2,861	\$ 2,745	\$ 2,629	\$ 2,513	\$ 2,397	\$ 2,281	\$ 1,984	\$ 1,881	\$ 1,778	\$ 1,674	\$ 1,556	\$ 36,907	
Phyllis E. Goetsch	207 Edgemont Blvd.	Alamosa	81101	5413042-04-022	Lot 13 Blk 3 - Replat of Carroll Addition No. 2	11,860	3.49%	3.58%	\$ 3,172	\$ 3,061	\$ 2,951	\$ 2,840	\$ 2,729	\$ 2,619	\$ 2,508	\$ 2,397	\$ 2,286	\$ 2,176	\$ 1,892	\$ 1,794	\$ 1,695	\$ 1,597	\$ 1,484	\$ 35,201	
The Ralph H. Outcalt Trust	PO Box 1277	Alamosa	81101	5413042-04-010	Lot 12 Blk 3 - Replat of Carroll Addition No. 2	14,030	4.13%	4.29%	\$ 3,804	\$ 3,672	\$ 3,539	\$ 3,406	\$ 3,273	\$ 3,140	\$ 3,008	\$ 2,875	\$ 2,742	\$ 2,609	\$ 2,269	\$ 2,151	\$ 2,033	\$ 1,915	\$ 1,780	\$ 42,217	
The Ralph H. Outcalt Trust	PO Box 1277	Alamosa	81101	5413042-04-009	Lot 11 Blk 3 - Carroll Addition No. 2	24,112	7.10%	6.35%	\$ 5,629	\$ 5,432	\$ 5,236	\$ 5,039	\$ 4,843	\$ 4,646	\$ 4,450	\$ 4,254	\$ 4,057	\$ 3,861	\$ 3,358	\$ 3,183	\$ 3,008	\$ 2,834	\$ 2,634	\$ 62,463	
Arvin W. and Marcia K. Van Ry	336 Riverwood Drive	Alamosa	81101	5413042-04-020	Lot 10 Blk 3 - Replat of Carroll Addition No. 2	9,575	2.82%	3.38%	\$ 2,998	\$ 2,893	\$ 2,789	\$ 2,684	\$ 2,579	\$ 2,475	\$ 2,370	\$ 2,266	\$ 2,161	\$ 2,056	\$ 1,788	\$ 1,695	\$ 1,602	\$ 1,509	\$ 1,403	\$ 33,270	
Ernest L. and Joyce I. Austin	8473 El Rancho Lane	Alamosa	81101	5413042-04-023	N2 Lot 8 and All of Lot 9 Blk 3 - Replat of Carroll Addition No. 2	16,930	4.98%	4.61%	\$ 4,090	\$ 3,947	\$ 3,804	\$ 3,661	\$ 3,519	\$ 3,376	\$ 3,233	\$ 3,090	\$ 2,948	\$ 2,805	\$ 2,439	\$ 2,313	\$ 2,186	\$ 2,059	\$ 1,913	\$ 45,382	
Arvin W. and Marcia K. Van Ry	336 Riverwood Drive	Alamosa	81101	5413042-04-024 & 5413042-04-017	S2 Lot 8 and All of Lot 7 Blk 3 - Replat of Carroll Addition No. 2	13,200	3.89%	4.12%	\$ 3,654	\$ 3,527	\$ 3,399	\$ 3,271	\$ 3,144	\$ 3,016	\$ 2,889	\$ 2,761	\$ 2,634	\$ 2,506	\$ 2,180	\$ 2,066	\$ 1,953	\$ 1,840	\$ 1,710	\$ 40,551	
Arvin W. and Marcia K. Van Ry	336 Riverwood Drive	Alamosa	81101	5413042-04-016	Lot 6 Blk 3 - Replat of Carroll Addition No. 2	8,920	2.63%	3.25%	\$ 2,880	\$ 2,779	\$ 2,679	\$ 2,578	\$ 2,478	\$ 2,377	\$ 2,277	\$ 2,176	\$ 2,076	\$ 1,975	\$ 1,718	\$ 1,628	\$ 1,539	\$ 1,450	\$ 1,347	\$ 31,955	
Arvin W. and Marcia K. Van Ry	336 Riverwood Drive	Alamosa	81101	5413042-04-015	Lot 5 Blk 3 - Replat of Carroll Addition No. 2	9,790	2.88%	3.43%	\$ 3,037	\$ 2,931	\$ 2,825	\$ 2,719	\$ 2,613	\$ 2,507	\$ 2,401	\$ 2,295	\$ 2,189	\$ 2,083	\$ 1,812	\$ 1,717	\$ 1,623	\$ 1,529	\$ 1,421	\$ 33,702	
Arvin W. and Marcia K. Van Ry	336 Riverwood Drive	Alamosa	81101	5413042-04-014	Lot 4 Blk 3 - Replat of Carroll Addition No. 2	12,975	3.82%	3.81%	\$ 3,374	\$ 3,256	\$ 3,138	\$ 3,020	\$ 2,903	\$ 2,785	\$ 2,667	\$ 2,549	\$ 2,432	\$ 2,314	\$ 2,012	\$ 1,908	\$ 1,803	\$ 1,698	\$ 1,579	\$ 37,439	
Richard Dean Williams and Marsha Lynn Williams	900 Douglas Drive	Alamosa	81101	5413042-04-004	Lot 3 Blk 3 - Carroll Addition No. 2	9,900	2.91%	1.26%	\$ 1,113	\$ 1,074	\$ 1,035	\$ 996	\$ 957	\$ 918	\$ 880	\$ 841	\$ 802	\$ 763	\$ 664	\$ 629	\$ 595	\$ 560	\$ 521	\$ 12,347	
Dolores S. Lucero	901 Douglas Drive	Alamosa	81101	5413042-03-003	Lot 6 Blk 2 - Carroll Addition No. 2	12,100	3.56%	1.53%	\$ 1,360	\$ 1,312	\$ 1,265	\$ 1,218	\$ 1,170	\$ 1,123	\$ 1,075	\$ 1,028	\$ 980	\$ 933	\$ 811	\$ 769	\$ 727	\$ 685	\$ 636	\$ 15,092	
Dominic Lucero (53.5% Int) and Dolores Lucero (46.5% Int)	903 Douglas Drive	Alamosa	81101	5413042-03-008	Lot 5 Blk 2 - Replat of Carroll Addition No. 2	8,195	2.41%	1.92%	\$ 1,705	\$ 1,645	\$ 1,586	\$ 1,526	\$ 1,467	\$ 1,407	\$ 1,348	\$ 1,288	\$ 1,229	\$ 1,169	\$ 1,017	\$ 964	\$ 911	\$ 858	\$ 798	\$ 18,915	
Arvin W. and Marcia K. Van Ry	336 Riverwood Drive	Alamosa	81101	5413042-03-017	Lot 4 of the Replat of Lots 1-4 and 9-12, Blk 2, of the Replat of the Carroll Addition No. 2	7,586	2.23%	2.98%	\$ 2,638	\$ 2,546	\$ 2,454	\$ 2,362	\$ 2,270	\$ 2,178	\$ 2,086	\$ 1,994	\$ 1,902	\$ 1,809	\$ 1,574	\$ 1,492	\$ 1,410	\$ 1,328	\$ 1,234	\$ 29,276	
Arvin W. and Marcia K. Van Ry	336 Riverwood Drive	Alamosa	81101	5413042-03-016	Lot 3 of the Replat of Lots 1-4 and 9-12, Blk 2, of the Replat of the Carroll Addition No. 2	9,900	2.91%	3.45%	\$ 3,057	\$ 2,950	\$ 2,844	\$ 2,737	\$ 2,630	\$ 2,524	\$ 2,417	\$ 2,310	\$ 2,203	\$ 2,097	\$ 1,824	\$ 1,729	\$ 1,634	\$ 1,539	\$ 1,430	\$ 33,924	
Arvin W. and Marcia K. Van Ry	336 Riverwood Drive	Alamosa	81101	5413042-03-015	Lot 2 of the Replat of Lots 1-4 and 9-12, Blk 2, of the Replat of the Carroll Addition No. 2	9,900	2.91%	3.45%	\$ 3,057	\$ 2,950	\$ 2,844	\$ 2,737	\$ 2,630	\$ 2,524	\$ 2,417	\$ 2,310	\$ 2,203	\$ 2,097	\$ 1,824	\$ 1,729	\$ 1,634	\$ 1,539	\$ 1,430	\$ 33,924	
Arvin W. and Marcia K. Van Ry	336 Riverwood Drive	Alamosa	81101	5413042-03-014	Lot 1 of the Replat of Lots 1-4 and 9-12, Blk 2, of the Replat of the Carroll Addition No. 2	5,537	1.63%	2.29%	\$ 2,028	\$ 1,957	\$ 1,886	\$ 1,815	\$ 1,745	\$ 1,674	\$ 1,603	\$ 1,532	\$ 1,462	\$ 1,391	\$ 1,210	\$ 1,147	\$ 1,084	\$ 1,021	\$ 949	\$ 22,503	
Arvin W. and Marcia K. Van Ry	336 Riverwood Drive	Alamosa	81101	5413042-03-025	Lot 16 of the Replat of Lots 1-4 and 9-12, Blk 2, of the Replat of the Carroll Addition No. 2	4,170	1.23%	2.01%	\$ 1,780	\$ 1,718	\$ 1,656	\$ 1,594	\$ 1,532	\$ 1,470	\$ 1,408	\$ 1,345	\$ 1,283	\$ 1,221	\$ 1,062	\$ 1,007	\$ 952	\$ 896	\$ 833	\$ 19,758	
Robert A. and Jackie L. Webb	916 Duke Drive	Alamosa	81101	5413042-03-026	Lot 17 of the Walker Replat of Blk 2 of the Replat of the Carroll Addition No. 2	9,900	2.91%	1.26%	\$ 1,113	\$ 1,074	\$ 1,035	\$ 996	\$ 957	\$ 918	\$ 880	\$ 841	\$ 802	\$ 763	\$ 664	\$ 629	\$ 595	\$ 560	\$ 521	\$ 12,347	
Diana K. Hagerman	919 Duke Drive	Alamosa	81101	5413042-02-009	Lot 5 Blk 1 - Replat of Carroll Addition No. 2	10,350	3.05%	1.31%	\$ 1,163	\$ 1,123	\$ 1,082	\$ 1,041	\$ 1,001	\$ 960	\$ 920	\$ 879	\$ 838	\$ 798	\$ 694	\$ 658	\$ 622	\$ 586	\$ 544	\$ 12,908	
Arvin W. and Marcia K. Van Ry	336 Riverwood Drive	Alamosa	81101	5413042-02-008	Lot 4 Blk 1 - Replat of Carroll Addition No. 2	9,900	2.91%	3.18%	\$ 2,817	\$ 2,719	\$ 2,621	\$ 2,522	\$ 2,424	\$ 2,326	\$ 2,227	\$ 2,129	\$ 2,031	\$ 1,932	\$ 1,681	\$ 1,593	\$ 1,506	\$ 1,418	\$ 1,318	\$ 31,264	
Arvin W. and Marcia K. Van Ry	336 Riverwood Drive	Alamosa	81101	5413042-02-007	Lot 3 Blk 1 - Replat of Carroll Addition No. 2	8,800	2.59%	2.95%	\$ 2,618	\$ 2,527	\$ 2,435	\$ 2,344	\$ 2,253	\$ 2,161	\$ 2,070	\$ 1,979	\$ 1,887	\$ 1,796	\$ 1,562	\$ 1,481	\$ 1,399	\$ 1,318	\$ 1,225	\$ 29,055	
Arvin W. and Marcia K. Van Ry	336 Riverwood Drive	Alamosa	81101	5413042-02-006	Lot 2 Blk 1 - Replat of Carroll Addition No. 2	8,800	2.59%	2.95%	\$ 2,618	\$ 2,527	\$ 2,435	\$ 2,344	\$ 2,253	\$ 2,161	\$ 2,070	\$ 1,979	\$ 1,887	\$ 1,796	\$ 1,562	\$ 1,481	\$ 1,399	\$ 1,318	\$ 1,225	\$ 29,055	
Jerry P. and Glenna Archuleta	PO Box 1618	Alamosa	81101	5413042-02-005	Lot 1 Blk 1 - Replat of Carroll Addition No. 2	8,800	2.59%	2.95%	\$ 2,618	\$ 2,527	\$ 2,435	\$ 2,344	\$ 2,253	\$ 2,161	\$ 2,070	\$ 1,979	\$ 1,887	\$ 1,796	\$ 1,562	\$ 1,481	\$ 1,399	\$ 1,318</			

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Consideration of Request from SLV Confined Aquifer Sustainability, Inc.

Recommended Action:

Staff recommends that City Council consider the request from SLV Confined Aquifer Sustainability, Inc. for a contribution to protect well pumping from the confined aquifer.

Background:

The City received the attached letter from SLV Confined Aquifer Sustainability, Inc. requesting an initial contribution to help support their continued technical and legal efforts in preserving well pumping from the confined aquifer. Given that the City's municipal water supply is from the confined aquifer, we most likely have very similar goals as this group. Additionally, our knowledge of this group indicates that they have provided important input into the drafting of the water regulations.

Staff recommends that the City share any appropriate information on our efforts to comply with regulations and remain in contact with the group. However, in regards to the request for a contribution, staff cannot justify the use of the funds. The efforts provided by this group will mostly be duplicative in nature of those that the City will be involved. Because of the significance of this issue for the long-term health of our community, staff does not recommend reducing its involvement in the process. Finally, it is clear from the letter that this request is an initial contribution and additional funds may be requested.

Issue Before the Council:

Does Council wish to contribute to the SLV Confined Aquifer Sustainability, Inc.?

Alternatives:

Council can decide to contribute, not contribute, or offer further direction to staff.

Fiscal Impact:

Staff estimates that the contribution would be approximately \$8,025, which is not included in the budget.

Legal Opinion:

The City Attorney will be present for any comments.

Conclusion:

Due to the duplicative nature of this group's and the City's efforts, staff recommends not making a contribution. However, we should work closely together to ensure better analysis and communication on this issue.

ATTACHMENTS:

Description	Type
 Request Letter	Backup Material

SLV Confined Aquifer Sustainability, Inc
118 Washington
Monte Vista, CO 81144

April 6, 2015

We are asking all confined aquifer well owners to help with the legal and technical costs of defending our right to protect our well pumping from the confined aquifer. SLV Confined Aquifer Sustainability, Inc (CAS) has been working hard with engineers and attorneys since November 2014 to draft changes in the upcoming Rules and Regulations governing ground water. We have also hired a team of engineers to help us to review model inputs and outputs and to develop solutions to the problems of making up depletions and defining and creating a sustainable system.

We are asking for an initial contribution of \$3.00 per acre foot pumped during the average of the last five years from each well to fund the technical and legal efforts. For those who have wells but want to retain their right to pump, we would ask for a contribution of your choice

Please help us. If you have any questions please any of the members of our board.

Please send us your email address and preferred mailing address so that we can keep you informed of progress in protecting our right to pump.

Thank you

CAS Board of Directors

PROTECT YOUR RIGHT TO USE YOUR WELLS!!!

JOIN CAS

CAS(Confined Aquifer Sustainability) is a volunteer member organization dedicated to preserving our right to pump our wells while insuring our ability to make up well depletions to our rivers and maintaining a sustainable confined aquifer.

CAS was formed in late 2014 with the following objectives:

1. **Insure that Rule 8 of the proposed Rules and Regulations is reasonable.** As it has been proposed in various drafts of the Rules, this Rule may shut down many, if not all wells, in the confined aquifer system. With continuing drought and changes in application technology, and other factors beyond the subdistricts control, returning the aquifer to historical conditions may be impossible.
2. **Insure that we have the flexibility in the Rules to comply with requirements of the time-place-amount of replacement to the rivers to offset depletions from well pumping.** While we fully agree that we need to make up depletions, we also realize that some of the subdistricts need to make up depletions to as many as 5 different rivers and in many different locations. It takes time and many technical, legal, and monetary resources to buy, change, and transfer water rights and to build infrastructure to accomplish this. We may find it physically impossible to completely do this within the time frames proposed in current drafts.
3. **Promote inter-district cooperation to assure that we can meet the requirements of the rules.** The Alamosa- La Jara Subdistrict and the Conejos Subdistrict for example will owe water to the same 5 river systems and pumping in each subdistrict will affect water levels in the adjoining subdistricts. If we cannot pool resources and help each other to make up depletions and insure sustainability, we may find it impossible to comply with the Rules.
4. **Develop solutions to the issues of sustainability and replacement of depletions starting NOW .** We don't have the luxury of waiting until the subdistricts are approved in court to begin working on solutions because time frames are short for complying with the rules

We have hired an attorney, Bill Hillhouse, who has lots of experience in water law in the San Luis Valley. To address the technical issues we have selected Mike Saylor and Chris Sanchez from BBA to lead this effort because of their extensive experience in other basins of Colorado dealing with surface and ground water issues. Their background is impressive.

We are asking for an initial contribution of \$3.00 per acre foot pumped during an average of the last 5 years. Please contact any of our directors with any questions. We would ask you to help us to move forward by sending your contribution to:

Confined Aquifer Sustainability, Inc.
Attn. Lyla Davis
118 Washington
Monte vista, Co 81144



Thank You from the first Board of Directors of CAS!

Directors: LeRoy Salazar, Tyler Faucette, Virgil Valdez, Jack Gilleland, Jeff Martinez, Rod Reinhardt, Ted Heersink
Phone #s: 588-0131 588-2200 588-0679 580-5790 580-3068 580-2128 849-1805