

ALAMOSA CITY COUNCIL Regular Meeting Agenda

Council Chambers
300 Hunt Avenue, Alamosa, CO
July 1, 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

- A. Introduction of New Employee, Jolene Webb

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 June 3, 2015
- C.7.b. Approve Special Meeting Minutes 4/13/2015, 4/15/2015 and 5/11/2015.
- C.2.a. Receive May 2015 Expenditure Report
- C.8.a. Receive May 2015 Monthly Reports
- C.8.b. Approve Exclusive Right to Buy Contract with Stillwater Resources
- C.5.a. Award of Bid - Digital Ally In-Car Video System, Interview Room System and Body Worn Cameras
- C.1.b. Award of Bid, 2015 Water/Sewer Service Truck

VII. REGULAR BUSINESS

- B. Board/Commission Business**

1. Board/Commission Appointments

C. Business Brought Forward by City Staff

1. Public Works

- a. First Reading, Ordinance No. 9-2015, An Ordinance Amending Section 2-184(e) of Article VI, Chapter 2 of the Code Of Ordinances of the City of Alamosa, Modifying Bidding Procedures
- b. Public Hearing on Resolution No. 8-2015 Regarding Final Plat, River Trece Two – Phase 5

2. Parks and Recreation

- a. Motion authorizing the City Manager to accept and sign the KaBOOM! Letter of Intent and authorize staff to use anticipated savings from the Cole Park Walking Track Replacement Project towards meeting the KaBOOM! fundraising requirement.

3. City Manager/Legal

- a. Discussion on Public Input Related to Plastic Bag Fee Program
- b. First Reading, Ordinance No. 08-2015, 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.
- c. Motion approving the property swap between the City of Alamosa and Oscar and Delores Orozco and authorizing the Mayor to sign deeds and other necessary documents pertaining to property located on the north side of 6th Street between State Avenue and Hunt Avenue.
- d. First Reading, Ordinance No. 10-2015, An Ordinance Amending Article IV of Chapter 16 of the *Alamosa Code of Ordinances*, Adding a New Section 16-84, to Prohibit Human Burial Within the City of Alamosa Other Than in Cemeteries

D. Committee Reports

E. 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

EXECUTIVE SESSIONS

1. (if necessary) Pursuant to C.R.S. 24-6-402(4)(a) and (e)(I) to discuss acquisition of Oscar's parking lot property and to determine negotiating positions, develop negotiating strategy, and instruct negotiators concerning such acquisition.
2. Pursuant to CRS 24-6-402 (4)(f) for Personnel Matters – Evaluation of City Manager

ADJOURNMENT

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Approve Minutes of Meeting June 3, 2015

ATTACHMENTS:

Description

Type

📎 Minutes of Meeting June 3, 2015

Cover Memo

ALAMOSA CITY COUNCIL

Regular Meeting Minutes

Council Chambers
300 Hunt Avenue, Alamosa, CO
June 3, 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. 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. Introduction of Deputy Clerk, Susanna Gallegos

Holly Martinez introduced Deputy Clerk Susanna Gallegos, who was welcomed by Council.

B. Introduction of New Officer, Ivan Garcia

Chief Oakes introduced Officer Ivan Garcia, who was welcomed by Council.

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.

It was moved by Councilor Johnson and seconded by Councilor Coleman to approve Consent Calendar A as presented. The motion carried unanimously. Items:

C.1.a. 2015 Wheel Loader Bid Award Revision

C.7.a. Approve Minutes of Meeting May 20, 2015.

C.7.b. Resolution No. 7-2015, A Resolution Rescheduling the June 17, 2015 Regular Meeting of the Alamosa City Council to be held concurrently on July 1, 2015.

VII. REGULAR BUSINESS

C. Business Brought Forward by City Staff

1. Public Works

- a. Public Hearing - Ordinance 7-2015, An ordinance vacating the alley on the north side of Lots 5 through 11, Block 1 of the College Subdivision.

Pat Steenburg reviewed the Ordinance.

Mayor Lucero opened the public hearing at 7:10 p.m. and asked for those wishing to speak on the issue.

There being no one wishing to speak, the hearing closed at 7:11 p.m.

Council further discussed the Ordinance.

Councilor Gillaspie moved, seconded by Councilor Vigil that Ordinance No. 7-2015 be finally adopted. The motion carried unanimously.

- b. 2016 5-Year Capital Improvement Plan

Pat Steenburg presented information to Council. This CIP is fundamentally identical to the plan reviewed at the May 6, 2015 work session except for two additions. At the work session, Council expressed a desire for the consideration of a pavilion at Diamond Park, because of the uncertainties regarding timing and grant award(s) for the Multi-Use Pavilion, this has been added to the unfunded projects in Parks and Recreation, as has an additional \$12,000 for attic ventilation at the golf course clubhouse.

Councilor Johnson thanked staff for all their hard work on this project.

Councilor Johnson moved, seconded by Councilor Stefano to approve the 2016 Capital Improvement Plan as presented. The motion carried unanimously.

D. Committee Reports

Councilor Griego reported on the Airport Board.

Councilor Vigil reported on the School Board.

Mayor Lucero commented on the drones and thanked Councilor Griego for being at the meeting he attended.

E. Staff Announcements

Heather Brooks reminded everyone that this weekend Summerfest.

She also gave an update on the meeting regarding the plastic bags and informed Council that the July 1st meeting will have a compilation of data.

The next thing coming up for Council is the CML Conference in Breckenridge.

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.

1. Christian Community Service Projects (CCSP), Alamosa Round-Up Rodeo, Special Events Permit June 25, 26, and 27, 2015.

Counselor Schwiesow commented that the packet contains an Certificate of Good Standing that was outdated from 2012 but it is in good standing current as of today's date based on one that was pulled from the Secretary of State's website.

Councilor Griego moved, seconded by Councilor Coleman to approve Consent Calendar B as presented. The motion carried unanimously.

COUNCIL COMMENT

Councilor Vigil thanked Heather and staff for their work on the plastic bag program.

Councilor Coleman encouraged the community to come out and support

Summerfest this weekend. Councilor Johnson echoed Councilor Vigil's comments.

Councilor Gillaspie commented that he is looking forward to returning from CML and being able to attend the Alamosa Round-Up this year.

EXECUTIVE SESSIONS

1. Pursuant to CRS 24-6-402 (4)(f) to discuss personnel matters relating to the annual performance evaluation of the City Manager.

Councilor Griego moved, seconded by Councilor Stefano to move into Executive Session (7:24 p.m.) pursuant to CRS 24-6-402 (4)(f) to discuss personnel matters relating to the annual performance evaluation of the City Manager. The motion carried unanimously.

When back in Regular Session, Mayor Lucero affirmed that the Executive Session was held solely for the stated purpose.

ADJOURNMENT

The meeting adjourned immediately following the Executive Session.

Holly C. Martinez, City Clerk

Josef P. Lucero, Mayor

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Approve Special Meeting Minutes 4/13/2015, 4/15/2015 and 5/11/2015.

ATTACHMENTS:

Description	Type
☐ Minutes of Special Meeting April 13, 2015	Cover Memo
☐ Minutes of Special Meeting April 15, 2015	Cover Memo
☐ Minutes of Special Meeting May 11, 2015	Cover Memo

**ALAMOSA CITY COUNCIL
Special Meeting Agenda**

Council Chambers
300 Hunt Avenue, Alamosa, CO
April 13, 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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4:00 PM - Special Meeting

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

A Special Meeting of the Alamosa City Council was called to order on the above date by Mayor Josef Lucero at 4:05 p.m. The Pledge of Allegiance was recited.

II. ROLL CALL

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

III. BUSINESS

- a. Executive Session Pursuant to CRS §24-6-402(4)(f) for Personnel Matters – Interview City Clerk Applicants

Councilor Griego moved, seconded by Councilor Vigil to move into Executive Session (4:05 p.m.) pursuant to CRS §24-6-402(4)(f) for Personnel Matters – Interview City Clerk Applicants. The motion carried unanimously.

Council closed the session for a break at 5:48 p.m. and reopened it at 6:28 p.m. The Executive Session closed at 8:35 p.m.

When back in Regular Session (8:35 p.m.), Mayor Lucero affirmed that the Executive Session was held solely for the stated purpose.

ADJOURNMENT

The meeting adjourned immediately following the Executive Session.

Sharon DeHerrera, Interim City Clerk

Josef Lucero, Mayor

ALAMOSA CITY COUNCIL
Special Meeting Agenda
Council Chambers
300 Hunt Avenue, Alamosa, CO
April 15, 2015

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6:00 PM - Special Meeting

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

A Special Meeting of the Alamosa City Council was called to order on the above date by Mayor Josef Lucero at 6:00 p.m. The Pledge of Allegiance was recited.

II. ROLL CALL

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

III. BUSINESS

- A. Executive Session Pursuant to CRS §24-6-402(4)(f) for Personnel Matters – Review City Clerk Applicants; and Pursuant to CRS §24-6-402(4)(e) to determine positions on matters subject to negotiations, develop strategies for negotiations, and instruct negotiators – Regarding Potential Negotiations Toward City Clerk Job Offer.

Councilor Johnson moved, seconded by Councilor Griego to enter into Executive Session (6:00 p.m.) pursuant to CRS §24-6-402(4)(e) to determine positions on matters subject to negotiations, develop strategies for negotiations, and instruct negotiators – Regarding Potential Negotiations Toward City Clerk Job Offer. The motion carried unanimously.

The session closed at 6:56 p.m. When back in Regular Session (6:56 p.m.), Mayor Lucero confirmed that the Executive Session was held solely for the stated purpose.

ADJOURNMENT

The meeting adjourned immediately following the Executive Session.

Sharon DeHerrera, Interim City Clerk

Josef Lucero, Mayor

ALAMOSA CITY COUNCIL

Special Meeting Agenda

Council Chambers

300 Hunt Avenue, Alamosa, CO

May 11, 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.

6:00 PM - Special Meeting

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

A Special Meeting of the Alamosa City Council was called to order on the above date by Mayor Josef Lucero at 6:00 p.m. The Pledge of Allegiance was recited.

II. ROLL CALL

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

III. BUSINESS

- A. Closed Session Pursuant to CRS 24-6-402(4)(e) To Discuss Matters Subject to Negotiations, Develop Strategies For Negotiations, and Instruct Negotiators. Specific topic to be discussed in the closed session is Water and Pursuant to C.R.S. §24-6-402(4)(b) To Receive Legal Advice Regarding the Negotiations.

Councilor Gillaspie moved, seconded by Councilor Vigil to move into Closed Session (6:00 p.m.) pursuant to CRS §24-6-402(4)(e) To Discuss Matters Subject to Negotiations, Develop Strategies For Negotiations, and Instruct Negotiators. Specific topic to be discussed in the closed session is Water and Pursuant to C.R.S. §24-6-402(4)(b) To Receive Legal Advice Regarding the Negotiations The motion carried unanimously.

The session closed at 7:57 p.m. When back in Regular Session (7:57 p.m.), Mayor Lucero confirmed that the Closed Session was held solely for the stated purpose.

ADJOURNMENT

The meeting adjourned immediately following the Closed Session.

Holly Martinez, City Clerk

Josef Lucero, Mayor

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Receive May 2015 Expenditure Report

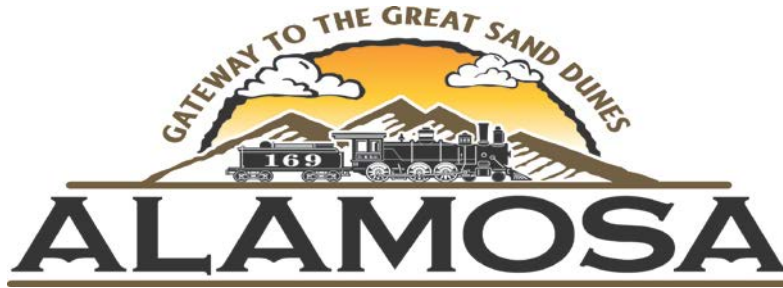
ATTACHMENTS:

Description

Type

📎 May 2015 Expense Report

Cover Memo



Finance Department

June 22, 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 May 2015. If you have any questions, please let me know.

A/P History Check Report Total Disbursement	\$ 459,210.62
Payroll	\$ 334,577.24
Total	\$ 793,787.86

Amanda McDonald

Finance Director
City of Alamosa CO



Payroll Set: 01-City of Alamosa

Pay Code	Description	# of Payments	Units	Pay Amount
00	SALARY	54	3,202.00	103,002.86
01C	RETROACTIVE RAISE	4	0.00	739.40
01E	PARKS & REC PAY	70	90.00	11,542.52
1	REGULAR HOURLY PAY	171	10,007.76	158,261.16
11	OVERTIME PAY	99	293.50	8,123.65
12	CONTRACT OT	8	42.00	1,142.49
13	PHONE ALLOWANCE	1	0.00	65.00
14	VEHICLE ALLOWANCE	1	0.00	500.00
15	SHIFT DIFFERENTIAL	31	1,082.39	22,901.20
17	COURT	8	20.92	566.36
18	DUI OT	7	65.86	1,897.28
19	FULL OVERTIME	1	5.00	125.63
21	VACATION PAY	39	635.83	10,171.83
22	SICK PAY	38	336.32	5,548.95
23	COMP USED	7	64.49	1,099.31
25	ADMINISTRATIVE LEAVE	5	44.00	0.00
26	PERSONAL DAYS	12	80.24	1,317.67
30	FIRE PER CALL PAY	33	0.00	5,958.50
31	FIRE SALARY	8	0.00	1,548.43
43	COMP EARNED	11	56.56	0.00
63	UNIFORM ALLOWANCE	1	0.00	65.00
70	SICK (EXEMPT)	8	54.00	0.00
71	VACATION (EXEMPT)	5	84.00	0.00
72	PERSONAL (EXEMPT)	5	56.00	0.00
Report Total:			16,220.87	334,577.24



Alamosa, CO

Expense Approval Report

By Fund

Payment Dates 5/1/2015 - 5/31/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 02 - GENERAL FUND					
Department: 10 - CITY COUNCIL					
PINNACOL ASSURANCE	17551170	04/17/2015	CITY COUNCIL	02-5-10-14211	15.90
VERIZON	INV0001851	05/13/2015	GALAXY TABLET	02-5-10-33202	51.87
CHARLIE GRIEGO	INV0001783	05/14/2015	REIMBURSEMENT - MILEAGE	02-5-10-32111	37.50
JAN VIGIL	INV0001786	05/14/2015	REIMBURSEMENT- MILEAGE	02-5-10-32111	37.50
JOSEF LUCERO	INV0001787	05/14/2015	REIMBURSEMENT - MILEAGE	02-5-10-32111	37.50
MICHAEL STEFANO	INV0001788	05/14/2015	REIMBURSEMENT - MILEAGE A	02-5-10-32111	37.50
TYRON COLEMAN	INV0001798	05/14/2015	MILEAGE - ANNUAL COUNCIL	02-5-10-32111	37.50
Department 10 - CITY COUNCIL Total:					255.27
Department: 12 - MUNICIPAL COURT					
ALAMOSA STATE BANK-VISA	0033-05/13/15	04/22/2015	CML ANNUAL CONFERENCE -	02-5-12-32111	434.00
ALAMOSA STATE BANK-VISA	0280-05/13/15	04/22/2015	LATE FEE	02-5-12-32111	15.00
ALAMOSA STATE BANK-VISA	0298-05/03/15	04/22/2015	CREDIT	02-5-12-32111	-20.50
ALAMOSA STATE BANK-VISA	0298-05/03/15	04/22/2015	LATE FEE	02-5-12-32111	10.00
ALAMOSA STATE BANK-VISA	0298-05/03/15	04/22/2015	LODGING - J. LUCERO	02-5-12-32111	298.00
EZEQUIEL SOLIS	INV0001784	05/11/2014	SRVS: TRANSLATOR	02-5-12-39602	70.00
BENJAMIN GIBBONS	4201bb	05/14/2015	COURT APPOINTED ATTORNE	02-5-12-39602	195.00
JOHN GONZALES	247	05/19/2015	BAILIFF SERVICES	02-5-12-39605	813.75
BENJAMIN GIBBONS	4202bb	05/20/2015	COURT APPOINTED ATTORNE	02-5-12-39602	466.25
BENJAMIN GIBBONS	4176bb	05/05/2015	COURT APPOINTED ATTORNE	02-5-12-39602	1,125.00
Department 12 - MUNICIPAL COURT Total:					3,406.50
Department: 13 - CITY MANAGER					
PINNACOL ASSURANCE	17551170	04/17/2015	CITY MANAGER	02-5-13-14211	61.55
ALAMOSA STATE BANK-VISA	0041-05/08/15	04/22/2015	MEALS - CITY CLERK HIRING P	02-5-13-35501	60.76
COLORADO COOPERATION C	INV0001709	05/05/2015	COLORADO COOPERATION C	02-5-13-32211	50.00
Department 13 - CITY MANAGER Total:					172.31
Department: 14 - CITY CLERK					
PINNACOL ASSURANCE	17551170	04/17/2015	CITY CLERK	02-5-14-14211	26.83
OFFICE DEPOT	766386802001	04/20/2015	END TAB FOLDERS/WIPES	02-5-14-21111	12.58
ALAMOSA STATE BANK-VISA	0041-05/08/15	04/22/2015	MEALS-REFRESHMENTS - CITY	02-5-14-35501	63.99
MUNICIPAL CODE CORP	255038	04/29/2015	CODE SUPPLEMENTS	02-5-14-21211	1,535.00
MUNICIPAL CODE CORP	254228	04/07/2015	CODE SUPPLEMENTS	02-5-14-21211	700.00
VERIZON	INV0001851	05/13/2015	GALAXY TABLET - CLERK	02-5-14-22791	40.01
VALLEY COURIER	INV0001799	05/14/2015	LEGAL ADVERTISING	02-5-14-33121	762.75
Department 14 - CITY CLERK Total:					3,141.16
Department: 15 - HR/RISK MANAGEMENT					
PINNACOL ASSURANCE	17551170	04/17/2015	MUNICIPAL COURT	02-5-15-14211	38.33
ALAMOSA STATE BANK-VISA	0479-05/08/15	04/21/2015	BACKGROUND CHECKS	02-5-15-31961	82.20
VALLEY COURIER	INV0001732	04/28/2015	FT EXECUTITVE ADMIN ASSIST	02-5-15-31961	378.00
VALLEY COURIER	INV0001732	04/28/2015	FT DEPUTY CLERK	02-5-15-31961	141.75
VALLEY COURIER	INV0001732	04/28/2015	FT SEASONAL MAINTENANCE	02-5-15-31961	150.75
SLVRMC PHYSICAN SERVICES	INV0001728	04/07/2015	T. BEIRIGER	02-5-15-31961	115.00
SLVRMC PHYSICAN SERVICES	INV0001728	04/07/2015	K. GUTIERREZ	02-5-15-31961	150.00
MADDOX COLLECTIONS	692112	05/01/2015	RANDOM DRUG COLLECTION	02-5-15-31961	66.00
MADDOX COLLECTIONS	692115	05/11/2015	DRUG COLLECTIONS POST AC	02-5-15-31961	44.00
CECILIA CAWLEY	INV0001712	05/05/2015	MILEAGE - EMPLOYMENT LA	02-5-15-32111	191.64
Department 15 - HR/RISK MANAGEMENT Total:					1,357.67
Department: 16 - FINANCE DEPARTMENT					
PINNACOL ASSURANCE	17551170	04/17/2015	FINANCE	02-5-16-14211	118.77
OFFICE DEPOT	766386802001	04/20/2015	END TAB FOLDERS/WIPES	02-5-16-21111	12.58
TIFFANY WANCURA	INV0001839	05/28/2015	MEALS - HR LAW CLASS - COL	02-5-16-32111	64.00
PATTY CHRISTENSEN	INV0001710	05/05/2015	MILEAGE/MEALS - CTAC MEE	02-5-16-32111	289.36

Expense Approval Report

Payment Dates: 5/1/2015 - 5/31/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TOTAL OFFICE SOLUTIONS	0230542-001	05/07/2015	ROLL ADD/CALC 2.75W.50/CT	02-5-16-21111	59.99
Department 16 - FINANCE DEPARTMENT Total:					544.70
Department: 17 - NON-DEPARTMENTAL					
ACE HARDWARE OF ALAMOS	034608	03/30/2015	CAULKGUN DRIPFREE/CAULK	02-5-17-34105	25.15
XCEL ENERGY	53-1111289-3050415	04/13/2015	1410 INDEPENDENCE WY BLD	02-5-17-33411	401.85
CENTURYLINK	INV0001707	04/13/2015	WTR TRTMNT 719-587-0462	02-5-17-33211	50.28
CENTURYLINK	INV0001707	04/13/2015	DRUG TASK FORCE 719-587-3	02-5-17-33211	31.61
CENTURYLINK	INV0001707	04/13/2015	RECREATION DEPT 719-587-3	02-5-17-33211	55.85
CENTURYLINK	INV0001707	04/13/2015	WTR TRTMNT 719-587-0430	02-5-17-33211	28.81
INTERLINE BRANDS., INC	335113635	04/17/2015	TORK UNIVERSAL HAND TOW	02-5-17-34105	153.91
ACE HARDWARE OF ALAMOS	35217	04/17/2015	HILLMAN FASTENERS	02-5-17-34105	5.85
OFFICE DEPOT	766386802001	04/20/2015	END TAB FOLDERS/WIPES	02-5-17-34105	5.49
ALAMOSA STATE BANK-VISA	0479-05/08/15	04/21/2015	REFRESHMENTS - SUPERVISO	02-5-17-22791	5.49
ALAMOSA STATE BANK-VISA	0479-05/08/15	04/21/2015	SUPERVISOR TRAINING	02-5-17-22791	28.28
ALAMOSA STATE BANK-VISA	0479-05/08/15	04/21/2015	REFRESHMENTS - SUPERVISO	02-5-17-22791	38.52
WHITE HARDWARE CO. INC.	307968/2	04/21/2015	HANDI-CLAMP/GORILLA GLUE	02-5-17-34105	14.59
WHITE HARDWARE CO. INC.	737519/2	04/21/2015	FILTERS	02-5-17-34105	30.00
ALAMOSA STATE BANK-VISA	0488-05/08/15	04/22/2015	POLY BAGS/POPCORN OIL	02-5-17-34105	5.26
OAK TREE DATA	2910	04/22/2015	LOCK-IN-BADGE HOLDERS (10	02-5-17-22791	29.00
WHITE HARDWARE CO. INC.	308039/2	04/22/2015	TOILET AUGER 3 FT	02-5-17-34105	8.69
CENTURYLINK BUSINESS SERV	1337610849	04/23/2015	PHONE SRVS - LONG DISTANC	02-5-17-33211	63.08
INTERLINE BRANDS., INC	335556635	04/23/2015	BATH TISSUE/PREFERENCE PE	02-5-17-34105	131.28
ACE HARDWARE OF ALAMOS	35425	04/23/2015	PUMIE FLEXI-SCOUR SCREEN/	02-5-17-34105	7.17
OAK TREE DATA	2915	04/24/2015	COMPAT,PROX,CARDS/CLEAN	02-5-17-22791	405.40
ACE HARDWARE OF ALAMOS	35454	04/24/2015	FILTER AIR PLEAT	02-5-17-34105	4.99
VALLEY LOCK & SECURITY	P 23763	04/24/2015	SINGLE-SIDED KEY	02-5-17-34105	5.25
GOBINS INC	2818340-0	04/25/2015	EXCESS BLACK & WHITE	02-5-17-21151	56.07
GOBINS INC	2818340-0	04/25/2015	CITY HALL/PD MAINT	02-5-17-21151	133.50
GOBINS INC	2818340-0	04/25/2015	CITY HALL/PD MAINTENANCE	02-5-17-21151	339.45
CENTURYLINK	INV0001782	04/25/2015	CITY GOVERNMENT 719-589-	02-5-17-33211	30.00
CENTURYLINK	INV0001782	04/25/2015	WATER TRTMNT - 719-589-34	02-5-17-33211	30.12
CENTURYLINK	INV0001782	04/25/2015	CITY GOVERNMENT 719-589-	02-5-17-33211	66.08
CENTURYLINK	INV0001782	04/25/2015	ALARM LIINES 719-589-6809	02-5-17-33211	62.00
CENTURYLINK	INV0001782	04/25/2015	WATER TRTMNT 719-589-349	02-5-17-33211	94.40
CENTURYLINK	INV0001782	04/25/2015	CITY GOVERNMENT	02-5-17-33211	925.83
CENTURYLINK	INV0001782	04/25/2015	WATER TRTMNT DSL	02-5-17-33211	71.94
CENTURYLINK	INV0001782	04/25/2015	CITY GOVERNMENT 719-589-	02-5-17-33211	-366.96
INTERLINE BRANDS., INC	336105572	04/30/2015	BATH TISSUE/HAND TOWELS/	02-5-17-34105	129.98
ACE HARDWARE OF ALAMOS	35600	04/30/2015	WATER STAIN REMOVER	02-5-17-34105	21.58
VALLEY TEXTILE RENTAL & DR	73845	04/30/2015	MAT MAHOGANY/MAT SUPE	02-5-17-34105	91.30
ALAMOSA SENIOR CITIZENS	40715	04/07/2015	KITCHEN LEASE	02-5-17-35103	650.00
CED, INC.	760458	04/09/2015	1-2 LAMP T8 BALLAST	02-5-17-34105	73.72
PURCHASE POWER	INV0001740	05/11/2015	POSTAGE	02-5-17-21131	820.99
ELIZABETH THOMAS HENSLEY	INV0001785	05/11/2015	SUPERVISOR TRAINING & TRA	02-5-17-32211	546.34
VALLEY COURIER	04/30/15	05/12/2015	ALAMOSA COMMUNITY GUID	02-5-17-51101	999.00
VERIZON	INV0001851	05/13/2015	PANTECH 4G LTE USB	02-5-17-33211	40.01
VALLEY TEXTILE RENTAL & DR	74113	05/14/2015	MAT MAHOGANY/MAT BRUS	02-5-17-34105	63.50
XCEL ENERGY	53-0004574-1051815	05/18/2015	300 HUNT AVENUE	02-5-17-33411	3,065.07
WEX BANK	40715616	05/20/2015	CITY HALL	02-5-17-22111	141.66
SHERWIN WILLIAMS	9303-2	05/20/2015	SYNTH SHEL/ MULPURODRLS	02-5-17-34105	11.64
PAYPAL	INV0001891	05/21/2015	SHOULDER VACUUMS	02-5-17-34105	519.70
ALAMOSA SENIOR CITIZENS	INV0001802	05/04/2015	MAY 2015 KITCHEN LEASE	02-5-17-35103	650.00
JADE COMMUNICATIONS LLC	INV0001736	05/06/2015	INTERNET SERVICES CITY OF A	02-5-17-33211	167.98
BUSINESS SOLUTIONS LEASIN	16942824	05/07/2015	CANON COPIER SYSTEMS LEA	02-5-17-44251	1,279.83
XCEL ENERGY	53-8691617-6051815	06/18/2015	425 4TH ST BLDG CITY	02-5-17-33411	1,673.33
Department 17 - NON-DEPARTMENTAL Total:					13,923.86
Department: 18 - INFORMATION TECHNOLOGY					
PINNACOL ASSURANCE	17551170	04/17/2015	IT	02-5-18-14211	15.90
CGAIT	INV0001715	04/30/2015	CONFERENCE FEE	02-5-18-32111	100.00
AT&T MOBILITY	INV0001791	04/07/2015	CELL PHONE SRVS	02-5-18-33202	85.25

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON	INV0001851	05/13/2015	IT DIRECTOR	02-5-18-33202	61.87
WEX BANK	40715616	05/20/2015	IT	02-5-18-22111	73.64
ALL ABOUT COMPUTERS	15370	05/05/2015	SOFTWARE AGREEMENT	02-5-18-48102	500.00
ACE HARDWARE OF ALAMOS	358745	05/08/2015	ELECTRICAL TAPE/COVER BOX	02-5-18-22791	3.93
Department 18 - INFORMATION TECHNOLOGY Total:					840.59
Department: 20 - POLICE ADMINISTRATION					
PINNACOL ASSURANCE	17551170	04/17/2015	POLICE ADMINISTRATION	02-5-20-14211	495.43
VALLEY COURIER	INV0001730	05/06/2015	SUBSCRIPTION RENEWAL - 1 Y	02-5-20-22791	105.00
Department 20 - POLICE ADMINISTRATION Total:					600.43
Department: 21 - POLICE OPERATIONS					
MARK'S OUTDOOR SPORTS	60462	03/23/2015	BATTERY	02-5-21-35505	112.99
SALIDA FIRE EXTINGUISHER &	1504144	04/14/2015	CERTIFICATION AND REPAIR/	02-5-21-35111	419.00
ALPINE VETERINARY HOSPITA	166821	04/15/2015	BORDATELLA VACC	02-5-21-31641	45.00
BRIDGESTONE AMERICAS, INC	42241	04/15/2015	PURSUIT TIRE/WASTE TIRE RE	02-5-21-35111	427.52
BRIDGESTONE AMERICAS, INC	41381	04/16/2015	PURSUIT TIRES/TIRE DISPOS	02-5-21-35111	427.52
PINNACOL ASSURANCE	17551170	04/17/2015	POLICE OPERATIONS	02-5-21-14211	6,124.61
O'REILLY AUTO PARTS	282694	04/17/2015	CAPSULE	02-5-21-35111	3.99
CHEMATOX LABORATORY	16280	04/18/2015	BLOOD ALCOHOL TEST	02-5-21-31651	60.00
ATM ALTERATION SHOP	0685-16	04/20/2015	ALTERATIONS - POLICE DEPT	02-5-21-37321	417.00
RIO GRANDE MOTOR PARTS C	109042	04/20/2015	TRICO EXACT FIT BLADES	02-5-21-35111	17.98
ADAMSON POLICE PRODUCTS	172722	04/20/2015	BALISTIC VESTS/CARRIERS	02-5-21-35505	1,500.00
ALAMOSA STATE BANK-VISA	0397-05/13/15	04/22/2015	POSTAGE	02-5-21-21131	64.01
ALAMOSA STATE BANK-VISA	0397-05/13/15	04/22/2015	POSTAGE C	02-5-21-21131	9.00
ALAMOSA STATE BANK-VISA	0397-05/13/15	04/22/2015	SHIPPING CHARGES	02-5-21-21131	47.60
ALAMOSA STATE BANK-VISA	0397-05/13/15	04/22/2015	REFRESHMENTS - TRAINING F	02-5-21-35509	58.73
ALAMOSA STATE BANK-VISA	0397-05/13/15	04/22/2015	NOW SPRAYPAINT BLUE/GRE	02-5-21-35509	7.99
ALAMOSA STATE BANK-VISA	0397-05/13/15	04/22/2015	ICE	02-5-21-35509	3.09
ALAMOSA STATE BANK-VISA	0439-05/13/15	04/22/2015	VACUUM FOR TRAINING CEN	02-5-21-34105	158.00
ALAMOSA STATE BANK-VISA	0504-05/13/15	04/22/2015	MONTHLY FEE - STAMPS.CO	02-5-21-21131	24.99
ALAMOSA STATE BANK-VISA	0504-05/13/15	04/22/2015	POSTAGE	02-5-21-21131	8.32
ALAMOSA STATE BANK-VISA	0504-05/13/15	04/22/2015	POSTAGE	02-5-21-21131	100.00
ALAMOSA STATE BANK-VISA	0504-05/13/15	04/22/2015	POSTAGE	02-5-21-21131	7.87
ALAMOSA STATE BANK-VISA	0504-05/13/15	04/22/2015	SNACKS FOR PT	02-5-21-22791	16.76
ALAMOSA STATE BANK-VISA	0504-05/13/15	04/22/2015	SNACKS FOR PT	02-5-21-22791	12.50
ALAMOSA STATE BANK-VISA	0504-05/13/15	04/22/2015	MONTHLY FEES - LEXISNEXIS	02-5-21-22791	30.00
ALAMOSA STATE BANK-VISA	0504-05/13/15	04/22/2015	TUBES FOR HEADSETS	02-5-21-35391	30.50
ALAMOSA STATE BANK-VISA	0504-05/13/15	04/22/2015	HREADED 22" COIL CABLE	02-5-21-35391	22.84
ALAMOSA STATE BANK-VISA	0504-05/13/15	04/22/2015	MDT MEMORY CARDS	02-5-21-35501	157.00
ALAMOSA STATE BANK-VISA	0504-05/13/15	04/22/2015	USB THUMB DRIVES	02-5-21-35501	39.85
ALAMOSA STATE BANK-VISA	0504-05/13/15	04/22/2015	RANGE SUPPLIES	02-5-21-35505	48.94
VALLEY TEXTILE RENTAL & DR	73681	04/22/2015	MAT SUPER SCRAPE/MAT BR	02-5-21-34105	59.70
CHEMATOX LABORATORY	16387	04/25/2015	DRUG SCREEN /CONFIRMATI	02-5-21-31651	725.00
SOUTHSIDE RENTALS, LLC	INV0001717	04/27/2015	STORAGE RENT	02-5-21-22791	45.00
TOWN & COUNTRY CAR & TR	14390	04/29/2015	PULLEY	02-5-21-35111	119.11
WEISS CLEANERS	10363	04/30/2015	DRY CLEANING-POLICE UNIFO	02-5-21-39501	550.00
STAPLES BUSINESS ADVANTA	3262188089	04/04/2015	LASER LABELS/BLACK PENS/D	02-5-21-21111	104.26
STAPLES BUSINESS ADVANTA	3262188090	04/04/2015	CLIPBOARD/STICKIES	02-5-21-21111	29.45
STAPLES BUSINESS ADVANTA	3262188091	04/04/2015	BATTERIES	02-5-21-21111	75.42
STAPLES BUSINESS ADVANTA	3262188093	04/04/2015	STAPLES	02-5-21-21111	13.77
STAPLES BUSINESS ADVANTA	3262188087	04/05/2015	BATTERIES/DAWN DISHWASH	02-5-21-21111	60.06
JOEY SPANGLER	INV0001729	04/06/2015	MEALS - DIGNITARY PROTECTI	02-5-21-32211	41.00
DIGITCOM ELECTRONICS	118000017-1	04/07/2015	RADIO REPAIR - LABOR SWITC	02-5-21-35391	107.00
ACE HARDWARE OF ALAMOS	35653	05/01/2015	CREDIT	02-5-21-22791	-8.59
ACE HARDWARE OF ALAMOS	35653	05/01/2015	GP NG MIRACID PF 4LB	02-5-21-22791	35.97
DANIEL ALDERTON	INV0001706	05/01/2015	MEALS - DIGNITARY PROTECTI	02-5-21-32211	41.00
WHITE HARDWARE CO. INC.	308923/2	05/12/2015	DUSTER 8OZ AERO DUSTER	02-5-21-34105	19.78
VERIZON WIRELESS DTF	INV0001850	05/13/2015	SLV DTF CELL SRVS - APRIL 20	02-5-21-33211	40.03
VERIZON	INV0001851	05/13/2015	POLICE DET.	02-5-21-33211	51.87
VERIZON	INV0001851	05/13/2015	LIEUTENANT	02-5-21-33211	51.87
XCEL ENERGY	53-8975818-1051815	05/18/2015	502 2ND ST BLDG ADOL	02-5-21-33411	178.69

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XCEL ENERGY	53-8975818-1051815	05/18/2015	509 1/2 3RD STREET	02-5-21-33411	53.31
DANIEL ALDERTON	INV0001779	05/18/2015	MEALS - DRE SCHOOL	02-5-21-32211	433.00
WEX BANK	40715616	05/20/2015	PATROL	02-5-21-22111	2,731.39
DANIEL ALDERTON	INV0001837	05/28/2015	MEALS - LOCATION CHANGE	02-5-21-32211	250.00
MATT DAVIDSON	INV0001838	05/28/2015	MEALS - DRE SCHOOL AVON,	02-5-21-32211	683.00
SIRCHIE FINGERPRINT LABS, I	0206644	05/04/2015	RED EVIDENCE TAPE	02-5-21-49501	219.97
GALLS/QUARTERMASTER INC.	003483413	05/05/2015	DUTY HOLSTER	02-5-21-37321	370.00
CED, INC.	761742	05/05/2015	OCTRON 800	02-5-21-34105	96.00
VALLEY TEXTILE RENTAL & DR	73955	05/06/2015	MAT BRUSH ONYX 3X5	02-5-21-34105	18.00
BRENDON PICHON	INV0001719	05/06/2015	MEALS - DIGNITARY PROTECTI	02-5-21-32211	41.00
NEVES UNIFORM	LN-313651	05/07/2015	SHORT SLEEVE DUTY SHIRT	02-5-21-37321	142.89
WHITE HARDWARE CO. INC.	038788/2	05/08/2015	15AMP GFCI WHT TR	02-5-21-34105	17.69
WHITE HARDWARE CO. INC.	308788/2	05/08/2015	TRVGF 15W 15AMP GFCI WH	02-5-21-34105	17.69
SPRADLEY BARR FORD	INV0001734	05/08/2015	2 NEW PD VEHICLES - 2015 F	02-5-21-70111	37,193.65
SPRADLEY BARR FORD	INV0001734	05/08/2015	2 NEW PD VEHICLES - 2015 F	02-5-21-70111	37,193.65
CHEMATOX LABORATORY	16599	05/09/2015	QUANTIFICATION OF DRUGS,	02-5-21-31651	400.00
Department 21 - POLICE OPERATIONS Total:					92,605.23

Department: 22 - FIRE OPERATIONS

ACE HARDWARE OF ALAMOS	34521	03/25/2015	SCRW WH PH	02-5-22-22791	5.39
FRONT RANGE FIRE APPARAT	50727	03/31/2015	REPAIRS - ENGINE 1 TEST FOR	02-5-22-35111	474.99
FRONT RANGE FIRE APPARAT	50731	03/31/2015	GAUGE 3.55", C1, "PUMP INT	02-5-22-35111	85.87
FRONT RANGE FIRE APPARAT	50749	03/04/2015	LADDER REPAIR - CLAMP/TOG	02-5-22-35111	385.90
VALLEY MEAT & FOOD CO	33039	04/01/2015	CLEANING SUPPLIES/PAPER P	02-5-22-22791	279.97
XCEL ENERGY	53-8691590-4050415	04/10/2015	2827 VIGIL WY BLDG FIRE	02-5-22-33411	264.71
HAYNIES, INC.	992405	04/10/2015	BALL HITCH - R-1	02-5-22-35111	78.74
HAYNIES, INC.	992688	04/13/2015	PRESSURE EQUALIZER	02-5-22-35111	240.86
SALIDA FIRE EXTINGUISHER &	1504141	04/14/2015	EXTINGUISHER SERVICE - FIRE	02-5-22-41101	295.00
WUCKERT PROPERTIES LLC	INV0001711	04/15/2015	STORAGE RENT	02-5-22-38833	88.00
PINNACOL ASSURANCE	17551170	04/17/2015	FIRE OPERATIONS	02-5-22-14211	663.61
CED, INC.	760064	04/02/2015	120V PHOTO CONTROL 1/2 ST	02-5-22-35211	22.74
ALAMOSA STATE BANK-VISA	0470-05/08/15	04/22/2015	SMART SIGN INSPECTION TAG	02-5-22-22791	565.64
ALAMOSA STATE BANK-VISA	0470-05/08/15	04/22/2015	MISC. SUPPLIES - PAPER PRO	02-5-22-22791	59.53
ALAMOSA STATE BANK-VISA	0470-05/08/15	04/22/2015	REFRESHMENTS - TRAINING	02-5-22-32211	91.40
ACE HARDWARE OF ALAMOS	35585	04/30/2015	FERTILIZER	02-5-22-35211	53.98
PENGUIN MANAGEMENT, INC	35168	05/01/2015	PHONE PAGING SERVICES	02-5-22-31671	774.00
WITMER PUBLIC SAFETY GRO	161906.001	05/11/2015	FIRE FIGHTER EQUIPMENT	02-5-22-38833	105.15
ACE HARDWARE OF ALAMOS	36052	05/13/2015	ROPE SAXON 3/8" X 100'	02-5-22-22791	23.38
VERIZON	INV0001851	05/13/2015	ASST. FIRE CHIEF	02-5-22-33211	51.87
VERIZON	INV0001851	05/13/2015	FIRE LT.	02-5-22-33211	29.21
VERIZON	INV0001851	05/13/2015	FIRE CHIEF	02-5-22-33211	51.87
VERIZON	INV0001851	05/13/2015	DELL GOBI	02-5-22-33211	40.01
VERIZON	INV0001851	05/13/2015	FIRE DEPT. DATA CARD	02-5-22-33211	40.01
WEX BANK	40715616	05/20/2015	FIRE	02-5-22-22111	128.06
WITMER PUBLIC SAFETY GRO	1616906	05/07/2015	FIRE FIGHTER EQUIPMENT	02-5-22-38833	377.10
FRONT RANGE FIRE APPARAT	51047	05/08/2015	BUNKER GEAR SUSPENDERS	02-5-22-38833	330.23
Department 22 - FIRE OPERATIONS Total:					5,607.22

Department: 23 - SUPPORT SERVICES

VALLEY HUMANE LEAGUE	INV0001733	03/30/2015	DOG POUND FEES: 19 DOGS S	02-5-23-31661	1,500.00
PINNACOL ASSURANCE	17551170	04/17/2015	SUPPORT SERVICES	02-5-23-14211	260.13
NEVES UNIFORM	312737	04/22/2015	GLOCK 37.45/10 ROUND MA	02-5-23-22791	424.00
VALLEY HUMANE LEAGUE	INV0001800	04/30/2015	DOG IMPOUND SRVS (12 DOG	02-5-23-31661	1,500.00
COLORADO SPORTS	AAB003243	05/01/2015	BLACK FLEX FIT/OTTO CAP	02-5-23-37321	80.00
FLIR COMMERCIAL SYSTEMS,	20618379	05/14/2015	PN 4115352 CAMERA BODY A	02-5-23-49501	793.45
ZACH CERNY	INV0001801	05/15/2015	MEALS - FTO SCHOOL	02-5-23-32211	228.00
WEX BANK	40715616	05/20/2015	SUPPORT SERVICES	02-5-23-22111	486.17
Department 23 - SUPPORT SERVICES Total:					5,271.75

Department: 30 - PUBLIC WORKS ADMIN

COLORADO CODE COUNCIL, L	INV0001714	03/20/2015	PLAN REVIEW SLV REGIONAL	02-5-30-31411	3,150.00
TZA WATER ENGINEERS	04014033.02	04/17/2015	WATER TREATMENT CONVER	02-5-30-31411	502.30

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PINNACOL ASSURANCE	17551170	04/17/2015	PUBLIC WORKS ADMINISTRAT	02-5-30-14211	118.77
SLVRMC PHYSICAN SERVICES	INV0001720	04/18/2015	DOT TESTING - R. MARTINEZ	02-5-30-32111	95.00
CARLSON	2015-4-28	04/28/2015	SOFTWARE RENEWAL 1 YR PL	02-5-30-48102	412.50
THE PUEBLO CHIEFTAIN	INV0001797	05/12/2015	24 WEEK SUBSCRIPTION	02-5-30-22791	97.37
VERIZON	INV0001851	05/13/2015	ENGINEERING DEPT	02-5-30-22791	51.87
WEX BANK	40715616	05/20/2015	PW ADMIN	02-5-30-22111	32.73
AGRO ENGINEERING	12389	05/05/2015	WATER RIGHTS	02-5-30-31411	2,530.00
Department 30 - PUBLIC WORKS ADMIN Total:					6,990.54
Department: 31 - STREET MAINTENANCE					
HAYNIES, INC.	990661	03/30/2015	CORE DEPOSIT	02-5-31-35111	-12.00
XCEL ENERGY	53-1224277-8050415	04/13/2015	11TH & RAILROAD	02-5-31-33411	13.43
SALIDA FIRE EXTINGUISHER &	1504143	04/14/2015	CERTIFICATION AND REPAIR/	02-5-31-22791	110.00
HAYNIES, INC.	993335	04/16/2015	RED ACRY PREIMER SURF/UR	02-5-31-35111	93.51
HAYNIES, INC.	993347	04/16/2015	QUART MIXING CUP	02-5-31-35111	2.40
ASPHALT CONSTRUCTORS INC	12818	04/17/2015	CLASS 6 HOT MIX ASPHALT	02-5-31-35111	1,362.34
PINNACOL ASSURANCE	17551170	04/17/2015	STREET MAINTENANCE	02-5-31-14211	1,682.87
ACE HARDWARE OF ALAMOS	35231	04/17/2015	ELBOW/CAP/PIPE SCH40/2/B	02-5-31-35111	1.39
SORUM TRACTOR	65173	04/17/2015	SPROCKET/HUB	02-5-31-35111	18.80
SIERRA VISTA LUMBER & STEE	23349	04/20/2015	ANGLE IRON/FLAT BAR/SQUA	02-5-31-35111	331.09
ACE HARDWARE OF ALAMOS	35324	04/21/2015	WIRE STRIPPER LOCK/ELECT.	02-5-31-22791	26.05
ALAMOSA STATE BANK-VISA	0090-05/08/15	04/22/2015	ADAPTERS-MALE/QUICK COU	02-5-31-22791	74.24
ALAMOSA STATE BANK-VISA	0330-05/08/15	04/22/2015	MEAL - TRAINING K-SOWARD	02-5-31-32111	20.89
ALAMOSA STATE BANK-VISA	0405-05/08/15	04/22/2015	MEALS/LODGING -ROADWAY	02-5-31-32111	105.42
RIO GRANDE MOTOR PARTS C	109152	04/22/2015	MARKER LAMP/GROMMET KI	02-5-31-35111	10.88
WHITE HARDWARE CO. INC.	308053/2	04/22/2015	30 GRIT MEDIUM SILICA SAN	02-5-31-35111	25.98
WHITE HARDWARE CO. INC.	308074/2	04/22/2015	30 GRIP MEDIUM SILICA SAN	02-5-31-35111	25.98
ACE HARDWARE OF ALAMOS	35379	04/22/2015	CLORX CLEANUP FRESH/GREA	02-5-31-22791	18.41
HAYNIES, INC.	994278	04/22/2015	LAMP GROMMET	02-5-31-35111	1.34
BRIDGESTONE AMERICAS, INC	41553	04/23/2015	TIRES	02-5-31-35111	300.00
RIO GRANDE MOTOR PARTS C	109306	04/24/2015	TRAILR END	02-5-31-35111	5.99
HAYNIES, INC.	994682	04/24/2015	NYLON HARNESS BRACKET	02-5-31-35111	3.93
HAYNIES, INC.	994738	04/24/2015	NYLON HARNESS BRACKET/CL	02-5-31-35111	9.42
ACE HARDWARE OF ALAMOS	35503	04/27/2015	PLUG GALV FORGED/PLUGS G	02-5-31-35111	37.31
ACE HARDWARE OF ALAMOS	35519	04/28/2015	ADAPTER/ELBOW/BUSHING H	02-5-31-35111	6.17
ACE HARDWARE OF ALAMOS	35523	04/28/2015	NIPPLE GALV/BUSHINGS BLK	02-5-31-35111	2.41
SORUM TRACTOR	65445	04/28/2015	HALF-COUP	02-5-31-35111	26.13
SORUM TRACTOR	65448	04/28/2015	HALF-COUP/COUPLER	02-5-31-35111	60.42
AMERIGAS PROPANE LP	68498874	04/28/2015	PROPANE	02-5-31-22111	64.07
AIRGAS USA, LLC	9038795894	04/28/2015	DNGR HOT W/GRPHC ADHES	02-5-31-35111	14.80
HAYNIES, INC.	995234	04/28/2015	CONNECTOR	02-5-31-35111	8.39
ACE HARDWARE OF ALAMOS	35543	04/29/2015	FBRGLSS SHOVELS	02-5-31-22791	75.54
BRIDGESTONE AMERICAS, INC	41683	04/29/2015	TIRES	02-5-31-35111	300.00
HAYNIES, INC.	995321	04/29/2015	2 NPT GEN PURP COUP	02-5-31-35111	23.99
ASPHALT CONSTRUCTORS INC	12830	04/30/2015	HOT MIX/TACK OIL	02-5-31-23511	2,906.25
ASPHALT CONSTRUCTORS INC	12833	04/30/2015	HOT MIX	02-5-31-23511	479.40
FARIS MACHINERY COMPANY	PS0026903-1	04/30/2015	BRACKET AND MUFFLER	02-5-31-35111	297.76
INTERMOUNTAIN SWEEPER C	96596	04/09/2015	COIL VICERS GUTTER/FREIGH	02-5-31-35111	55.58
RIO GRANDE MOTOR PARTS C	109629	05/01/2015	OIL BATH SEAL	02-5-31-35111	60.52
RIO GRANDE MOTOR PARTS C	110027	05/11/2015	OIL/FUEL/AIR/HYD FILTERS	02-5-31-35111	80.35
MC CANDLESS INTERNATION	E186159	05/11/2015	CREDIT	02-5-31-35111	-21.56
RIO GRANDE MOTOR PARTS C	110095	05/12/2015	AIR/HYD FILTERS	02-5-31-35111	26.65
SORUM TRACTOR	65880	05/12/2015	BEARING	02-5-31-35111	22.50
RIO GRANDE MOTOR PARTS C	110137	05/13/2015	AIR FILTER - HD	02-5-31-35111	13.31
VERIZON	INV0001851	05/13/2015	PW SUPT	02-5-31-22791	29.21
XCEL ENERGY	53-1111290-6051815	05/18/2015	620 4TH ST AREA LIGHTS	02-5-31-33411	18.26
XCEL ENERGY	53-1166633-6051815	05/18/2015	530 4TH STREET AREA LIGHTS	02-5-31-33411	18.26
XCEL ENERGY	53-1248603-4051815	05/18/2015	631 4TH ST AREA	02-5-31-33411	72.96
WEX BANK	40715616	05/20/2015	STREETS	02-5-31-22111	1,433.74
US AUTO FORCE	6861427A	05/20/2015	FEE - UNDERPAYMENT ON IN	02-5-31-35111	1.00
XCEL ENERGY	53-1003464-7052815	05/28/2015	TRAFFIC SIGNALS	02-5-31-33411	72.32

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
XCEL ENERGY	53-1003465-8052815	05/28/2015	STREET LIGHTS	02-5-31-33411	633.15
XCEL ENERGY	53-1003466-9052815	05/28/2015	STREET LIGHTS	02-5-31-33411	15,217.11
XCEL ENERGY	53-1289372-0052815	05/28/2015	DOWNTOWN LIGHTING	02-5-31-33411	305.29
COBITCO INC.	42398	05/04/2015	CATIONIC EMULSION	02-5-31-23511	1,259.60
HAYNIES, INC.	996232	05/04/2015	COUPLER	02-5-31-35111	64.65
NORMA ORTEGA	05052015	05/05/2015	REIMBURSEMENT - DAMAGE	02-5-31-73112	800.04
ACE HARDWARE OF ALAMOS	35717	05/05/2015	RAINCOAT PVC YELLOW X-LG	02-5-31-22791	51.27
HAYNIES, INC.	996442	05/05/2015	SOLENOID	02-5-31-35111	21.44
AUTOZONE	3424217399	05/06/2015	SUBMERSIBLE LED TRAILER LI	02-5-31-35111	47.99
ABSMEIER LANDSCAPING & C	357796	05/06/2015	TON CLASS 5 ROAD BASE	02-5-31-23511	3,994.63
HAYNIES, INC.	996531	05/06/2015	REMAN STARTER	02-5-31-35111	209.93
MC CANDLESS INTERNATIONAL	E186024	05/06/2015	INJECTORS, FUE/CORE CHARG	02-5-31-35111	122.14
RIO GRANDE MOTOR PARTS C	109906	05/07/2015	SWITCH	02-5-31-35111	4.89
RIO GRANDE MOTOR PARTS C	109909	05/07/2015	SWITCH	02-5-31-35111	7.24
ACE HARDWARE OF ALAMOS	35847	05/08/2015	BATTERY CHARGER/KIT DIGIT	02-5-31-22791	41.37
HAYNIES, INC.	997056	05/08/2015	SOCKET/PLUG	02-5-31-35111	14.73
RIO GRANDE MOTOR PARTS C	110004	05/09/2015	SWITCH	02-5-31-35111	7.24

Department 31 - STREET MAINTENANCE Total: 33,220.81

Department: 35 - BUILDING INSPECTION

PINNACOL ASSURANCE	17551170	04/17/2015	BUILDING INSPECTOR	02-5-35-14211	124.10
RIO GRANDE MOTOR PARTS C	109127	04/21/2015	GM PCV ELBOW	02-5-35-35111	6.48
WHITE HARDWARE CO. INC.	308177/2	04/24/2015	STAPLE HAMMER TACKER HD	02-5-35-22791	44.48
VERIZON	INV0001851	05/13/2015	BLDG INSP	02-5-35-22791	51.87
VERIZON	INV0001851	05/13/2015	FACILITY MANGER	02-5-35-22791	30.30
WEX BANK	40715616	05/20/2015	BUILDING INSP	02-5-35-22111	146.74

Department 35 - BUILDING INSPECTION Total: 403.97

Department: 36 - FLEET MAINTENANCE

MONTE VISTA COOP	1242	03/13/2015	INDOL ISO VG 46 EH	02-5-36-45502	62.07
XCEL ENERGY	53-8691625-6050415	04/13/2015	1410 INDEPENDENCE WY	02-5-36-33411	660.83
MONTE VISTA COOP	4561	04/15/2015	OIL 10W30 SYN BLND 55 GAL	02-5-36-45502	717.20
AUTOZONE	3424200820	04/16/2015	2 PC DISPOSBLE FI VAPER DIS	02-5-36-22791	24.27
HAYNIES, INC.	993446	04/16/2015	FILTER	02-5-36-22791	18.14
RIO GRANDE MOTOR PARTS C	108972	04/17/2015	GRINDING WHEEL	02-5-36-22791	11.98
PINNACOL ASSURANCE	17551170	04/17/2015	FLEET MAINTENANCE	02-5-36-14211	865.43
KIMBALL MIDWEST	4163554	04/17/2015	TORQ "CB"	02-5-36-22791	101.88
AIRGAS USA, LLC	9038460690	04/17/2015	WIE MIG /CD/AR 300	02-5-36-22791	210.50
ACE HARDWARE OF ALAMOS	35323	04/21/2015	BULB-FLUR	02-5-36-22791	17.98
AIRGAS USA, LLC	9038568480	04/21/2015	CAB CVR TIG	02-5-36-35111	60.04
HAYNIES, INC.	994336	04/22/2015	AIR FLOW SENSOR CLNR	02-5-36-22791	5.99
HAYNIES, INC.	994486	04/23/2015	AIR HOSE	02-5-36-22791	86.34
AIRGAS USA, LLC	9038796135	04/28/2015	OXYGEN INDUSTRIAL 200 CG	02-5-36-22791	48.67
HAYNIES, INC.	995378	04/29/2015	HANDLE	02-5-36-22791	15.49
MONTE VISTA COOP	74372	04/03/2015	75 GAL OIL TOTE - 1YR LEASE	02-5-36-22791	2.00
DUSTIN J. PARR	04301518367	04/30/2015	EAR PROTECTOR/30PC ALTER	02-5-36-22791	24.60
RIO GRANDE MOTOR PARTS C	109635	05/01/2015	CQ HI-TEMP GREASE 4#	02-5-36-22791	14.71
NCH CORPORATION	1906470	05/11/2015	TUBE GREASE	02-5-36-37941	396.26
MC CANDLESS INTERNATIONAL	E186263	05/13/2015	LAMP MRKR YEL/GROMMET	02-5-36-22791	12.29
MONTE VISTA COOP	6580	05/04/2015	AYTI GIKD ATF DM 55 GALLO	02-5-36-45502	745.80
MONTE VISTA COOP	6586	05/04/2015	AUTO GOLD ATF DM CASE OF	02-5-36-45502	92.82
ELBERT DISTRIBUTING OF COL	1000299	05/05/2015	44K FUEL SYSTEM CLEANER/U	02-5-36-22791	150.85
COLUMBINE AUTOMOTIVE PR	10398	05/05/2015	LOOM 3/4/LED 2 INCH CM/B	02-5-36-22791	60.00
DUSTIN J. PARR	05071518528	05/07/2015	O-RING	02-5-36-37941	16.40
KIMBALL MIDWEST	4205299	05/08/2015	HEX NUTS/WING NUTS	02-5-36-37941	35.12
CCP INDUSTRIES	97849	05/08/2015	HAND TOWELS	02-5-36-22791	201.15

Department 36 - FLEET MAINTENANCE Total: 4,658.81

Department: 50 - CEMETERY

PINNACOL ASSURANCE	17551170	04/17/2015	CEMETERY	02-5-50-14211	565.28
RMS UTILITIES, INC.	043015	04/30/2015	CEMETARY PORTABLE TOILET	02-5-50-35211	80.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON	INV0001851	05/13/2015	CEMETERY	02-5-50-33211	29.21
Department 50 - CEMETERY Total:					674.49

Department: 51 - PARKS MAINTENANCE

MONTE VISTA COOP	628	03/20/2015	CULVERT DBL WALL 36"	02-5-51-35421	2,186.28
XCEL ENERGY	53-1000033-0050415	04/10/2015	1650 TREMONT AVE	02-5-51-33411	12.43
XCEL ENERGY	53-1027976-6050415	04/13/2015	DIAMOND DR & CLARK	02-5-51-33411	12.51
XCEL ENERGY	53-1000030-7050615	04/14/2015	407 4TH ST	02-5-51-33411	61.17
XCEL ENERGY	53-1000030-7050615	04/14/2015	2000 AIRPORT RD	02-5-51-33411	85.03
XCEL ENERGY	53-0848716-1050815	04/16/2015	7TH&ALAMOSA/402 2ND ST	02-5-51-33411	1,752.12
HOGUES GLASS	10022746	04/17/2015	PLEXIO (BALL FIELDS)	02-5-51-35211	661.50
PINNACOL ASSURANCE	17551170	04/17/2015	PARKS & REC/PARKS	02-5-51-14211	960.04
SIERRA VISTA LUMBER & STEE	23347	04/20/2015	ANGLE IRON	02-5-51-22791	-19.20
ACE HARDWARE OF ALAMOS	35302	04/20/2015	POP-UP 4" 15' 90DEG TORO	02-5-51-23711	6.28
HAYNIES, INC.	993909	04/20/2015	UNIT #602: FUEL/OIL/AIR/HY	02-5-51-41101	27.55
WHITE HARDWARE CO. INC.	308017/2	04/21/2015	OSC TOOL SANICRAFTER 4A 3	02-5-51-22791	157.99
ACE HARDWARE OF ALAMOS	35321	04/21/2015	WRENCH SET COMBO 11 PCS	02-5-51-22791	25.19
ACE HARDWARE OF ALAMOS	35340	04/21/2015	RYL EXT SG LTX NTRL GL/WAS	02-5-51-22791	53.79
HAYNIES, INC.	994010	04/21/2015	UNIT #602: CORE DEPOSIT	02-5-51-35111	-350.00
HAYNIES, INC.	994164	04/21/2015	UNIT #618: BATTERY	02-5-51-41101	34.99
ACE HARDWARE OF ALAMOS	35376	04/22/2015	ASPIRE EXT S-G NBASE GL	02-5-51-35211	116.07
HAYNIES, INC.	994284	04/22/2015	UNIT #709 RADIATOR	02-5-51-35111	217.77
CENTRAL PUMP	1201	04/24/2015	REPAIR PUMP-REPLACE SEALS	02-5-51-23711	171.90
MONTE VISTA COOP	5696	04/27/2015	HUSQVARNA BLOWER	02-5-51-41101	499.95
ACE HARDWARE OF ALAMOS	35535	04/28/2015	PAINT/PAINTBRUSH CHIP 3"	02-5-51-35211	139.58
POOLE CHEMICAL COMPANY I	431629	04/28/2015	AGRICULTURAL FERTILIZER BL	02-5-51-22791	1,400.00
L L JOHNSON DISTRIBUTORS	1683855	04/29/2015	MOWER #619: TRANSAXLE - 2	02-5-51-41101	2,018.62
ACE HARDWARE OF ALAMOS	35560	04/29/2015	PHOSFREE WEED&FEED 15M	02-5-51-22791	219.95
RMS UTILITIES, INC.	043015	04/30/2015	SERVICED PORTABLE TOILETS	02-5-51-35104	330.00
HAYNIES, INC.	992037	04/08/2015	UNIT #602: OIL/AIR/FUEL FILT	02-5-51-35111	22.65
WHITE HARDWARE CO. INC.	308475/2	05/01/2015	504 SURE-FIT FLAPPER RED/T	02-5-51-35211	11.48
ACE HARDWARE OF ALAMOS	35653	05/01/2015	ROTOR SPRNKLROPOPUP ADJS	02-5-51-23711	23.98
ACE HARDWARE OF ALAMOS	35653	05/01/2015	SPRINKIR POPUP SATURNLLL	02-5-51-23711	25.98
ACE HARDWARE OF ALAMOS	35904	05/11/2015	PILER 6-1/2" PUMP CHANNEL	02-5-51-22791	108.82
ACE HARDWARE OF ALAMOS	35928	05/11/2015	WD-40 SMART STRAW 120Z/	02-5-51-22791	27.86
GRAND JUNCTION PIPE & SUP	3259368	05/12/2015	ROTOR 5004 PLPC Y45000 (20	02-5-51-23711	306.00
J&J RENTAL CENTERS LLC-ALA	74623-1	05/12/2015	STIHL, NYLON LINE .095 5LB	02-5-51-41101	119.98
WHITE HARDWARE CO. INC.	308988/2	05/13/2015	SCREWDRIVER TORKX7PC FOL	02-5-51-22791	38.18
VERIZON	INV0001851	05/13/2015	PARKS SUPT	02-5-51-33211	29.21
VERIZON	INV0001851	05/13/2015	PARKS/REC	02-5-51-33211	29.23
VERIZON	INV0001851	05/13/2015	CEMETERY SUPER	02-5-51-33211	29.21
SIERRA VISTA LUMBER & STEE	23680	05/15/2015	FLAT BAR	02-5-51-41101	98.93
XCEL ENERGY	53-1166316-2051815	05/18/2015	COLE PARK AREA LIGHTS	02-5-51-33411	36.49
WEX BANK	40715616	05/20/2015	PARKS	02-5-51-22111	622.21
XCEL ENERGY	53-1055912-9052815	05/28/2015	FLASHERS/SPRINKLER CONTR	02-5-51-33411	53.97
XCEL ENERGY	53-1193966-5052815	05/28/2015	XMAS LIGHTS	02-5-51-33411	54.84
HOGUES GLASS	10022791	05/04/2015	LEXON CIRCLE Y4 26 1/2/LAB	02-5-51-22791	125.38
MONTE VISTA COOP	6577	05/04/2015	LABOR	02-5-51-22791	50.00
MONTE VISTA COOP	6577	05/04/2015	HANDLE	02-5-51-22791	6.87
MONTE VISTA COOP	6577	05/04/2015	HUSQ SPARK PLUG IN CLAM	02-5-51-22791	5.65
MONTE VISTA COOP	6577	05/04/2015	AMINE 2, 4-D 1 GAL FARM ST	02-5-51-35502	139.98
ACE HARDWARE OF ALAMOS	35835	05/07/2015	COUPLE INSERT POLY/CLAMP	02-5-51-23711	17.42
WHITE HARDWARE CO. INC.	308785/2	05/08/2015	POSTHOLE RND HANDLE 48'	02-5-51-22791	26.98
GARRISON FENCE	6649	05/08/2015	5'6" 2 HOLD LINE POST SPLIT	02-5-51-22791	52.05

Department 51 - PARKS MAINTENANCE Total: 12,844.86

Fund 02 - GENERAL FUND Total: 186,520.17

Fund: 03 - ENTERPRISE FUND

Department: 01 - WATER DEPARTMENT

XCEL ENERGY	53-1000036-3050415	04/13/2015	COLE PARK WELL 302 HUNT/8	03-5-01-33411	5,285.10
XCEL ENERGY	53-1000030-7050615	04/14/2015	RD 109 & 21ST ST	03-5-01-33411	44.29

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
XCEL ENERGY	53-1028550-4050815	04/16/2015	701 ROSS AVE	03-5-01-33411	102.21
XCEL ENERGY	53-1028550-4050815	04/16/2015	701 ROSS AVE	03-5-01-33411	434.01
XCEL ENERGY	53-1028550-4050815	04/16/2015	905 8TH ST	03-5-01-33411	947.35
AIRGAS USA, LLC	9038460689	04/16/2015	SAFETY GLASES	03-5-01-22791	63.36
PINNACOL ASSURANCE	17551170	04/17/2015	WATER	03-5-01-14211	112.25
AUTOZONE	3424204697a	04/21/2015	OIL/AIR FILTERS	03-5-01-35111	18.55
ALAMOSA STATE BANK-VISA	0496-05/08/15	04/22/2015	WADING BOOTS - K. RUIZ	03-5-01-22791	104.99
ALAMOSA STATE BANK-VISA	0496-05/08/15	04/22/2015	JACKET FOR NEW EMPLOYEE -	03-5-01-37321	70.50
HAYNIES, INC.	994258	04/22/2015	OIL	03-5-01-35111	60.08
BRIDGESTONE AMERICAS, INC	41552	04/23/2015	4 TIRES	03-5-01-35111	407.48
HAYNIES, INC.	994651	04/24/2015	LOWER BALL JOINT	03-5-01-35111	84.14
AMERICAN WATER WORKS AS	INV0001778	04/27/2015	MEMBERSHIP RENEWAL - FAR	03-5-01-32311	187.00
XCEL ENERGY	53-9503813-8050115	04/09/2015	607 FOSTER AVE	03-5-01-33411	127.49
HAYNIES, INC.	995733	05/01/2015	HI PWR 11 IND V-BELT	03-5-01-35111	21.10
HAYNIES, INC.	995797	05/01/2015	U-JOINT	03-5-01-35111	14.24
HAYNIES, INC.	995808	05/01/2015	CREDIT - INVOICE #995797	03-5-01-35111	-0.75
VERIZON	INV0001851	05/13/2015	WATER	03-5-01-22791	87.28
VERIZON	INV0001851	05/13/2015	WATER ON-CALL	03-5-01-22791	29.27
VERIZON	INV0001851	05/13/2015	WATER	03-5-01-22791	51.87
HAYNIES, INC.	997852	05/14/2015	INTERIOR DOOR HANDLE	03-5-01-35111	11.33
XCEL ENERGY	53-0042269-1051815	05/18/2015	770 N STATE AVE UNIT PUMP	03-5-01-33411	319.46
XCEL ENERGY	53-0348997-0051815	05/18/2015	302 HUNT AVENUE COLE	03-5-01-33411	42.69
WEX BANK	40715616	05/20/2015	WATER	03-5-01-22111	941.67
WHITE HARDWARE CO. INC.	308575/2	05/04/2015	COUPLE 1"GALV STL CTN PK/	03-5-01-23711	14.26
WHITE HARDWARE CO. INC.	308772/2	05/08/2015	CABLE VINYL COATED	03-5-01-35211	21.70
ACE HARDWARE OF ALAMOS	35862	05/08/2015	HILLMAN FASTENERS	03-5-01-35211	5.76

Department 01 - WATER DEPARTMENT Total: 9,608.68

Department: 02 - SEWER DEPARTMENT

FALCON ENVIRONMENTAL CO	5282	03/06/2015	FLOAT SWITCHES W/30' COR	03-5-02-38844	380.45
ARGO ENGINEERING	12362	04/15/2015	FLOW METER CERT.	03-5-02-38844	1,100.00
XCEL ENERGY	53-1028550-4050815	04/16/2015	2501 MAIN ST BLDG SEWER	03-5-02-33411	80.56
XCEL ENERGY	53-1028550-4050815	04/16/2015	151 CRAFT DR BLDG LIFT	03-5-02-33411	13.53
XCEL ENERGY	53-1028550-4050815	04/16/2015	14TH ST & ALA AVE SEWER LI	03-5-02-33411	67.78
XCEL ENERGY	53-1028550-4050815	04/16/2015	131 MARKET ST BLDG LIFT	03-5-02-33411	13.43
XCEL ENERGY	53-1028550-4050815	04/16/2015	2921 1ST ST	03-5-02-33411	51.13
XCEL ENERGY	53-1028550-4050815	04/16/2015	RD 9 S @ S 109	03-5-02-33411	15.34
XCEL ENERGY	53-1028550-4050815	04/16/2015	900 MAROON DR	03-5-02-33411	24.20
XCEL ENERGY	53-1028550-4050815	04/16/2015	701 WEST AVE BLDG SEWER	03-5-02-33411	179.06
XCEL ENERGY	53-1028550-4050815	04/16/2015	1 RIVERWOOD DR BLDG LIFT	03-5-02-33411	28.04
XCEL ENERGY	53-1028550-4050815	04/16/2015	105 ALAMOSA AVE BLDG LIFT	03-5-02-33411	85.92
XCEL ENERGY	53-1028550-4050815	04/16/2015	1531 11TH ST	03-5-02-33411	18.76
XCEL ENERGY	53-1028550-4050815	04/16/2015	MAIN ST & BLANCA AVE SEW	03-5-02-33411	400.02
XCEL ENERGY	53-1028550-4050815	04/16/2015	2100 STATE AVE	03-5-02-33411	36.02
XCEL ENERGY	53-1028550-4050815	04/16/2015	N END OF LA VETA AVE SEWE	03-5-02-33411	27.33
XCEL ENERGY	53-1028550-4050815	04/16/2015	NE CORNER OF 12TH & EAST	03-5-02-33411	17.92
XCEL ENERGY	53-1028550-4050815	04/16/2015	# LIFT STATION 1999 TREMO	03-5-02-33411	21.70
XCEL ENERGY	53-1028550-4050815	04/16/2015	722 DEL SOL DR LOT B-LIFT	03-5-02-33411	43.38
XCEL ENERGY	53-1028550-4050815	04/16/2015	39 CASCADE AVE UNIT LIFT ST	03-5-02-33411	28.79
XCEL ENERGY	53-1028550-4050815	04/16/2015	213 MURPHY DR APT LIFT	03-5-02-33411	452.52
XCEL ENERGY	53-1028550-4050815	04/16/2015	751 MONROE AVE	03-5-02-33411	17.11
XCEL ENERGY	53-1028550-4050815	04/16/2015	726 DEL SOL DR	03-5-02-33411	77.38
XCEL ENERGY	53-1028550-4050815	04/16/2015	2251 W 7TH ST	03-5-02-33411	42.48
XCEL ENERGY	53-1028550-4050815	04/16/2015	700 COTTONWOOD DR	03-5-02-33411	14.15
XCEL ENERGY	53-1028550-4050815	04/16/2015	LIFT 531 COTTONWOOD DR	03-5-02-33411	17.48
PINNACOL ASSURANCE	17551170	04/17/2015	SEWER	03-5-02-14211	1,055.12
FASTENAL COMPANY	52645	04/17/2015	NUTS/SCREWS	03-5-02-23711	9.94
FASTENAL COMPANY	52647	04/17/2015	DRYMOPLY LUBE	03-5-02-22791	11.51
VALLEY ELECTRIC	24519	04/21/2015	REPAIRS - RODEO LANE	03-5-02-38844	75.00
VALLEY ELECTRIC	24520	04/21/2015	REPAIRS - 14TH & ALAMOSA	03-5-02-38844	150.00
FERGUSON ENTERPRISES, INC	4493969	04/21/2015	SHARK RED COUP/#5 PIPE CM	03-5-02-23711	42.06

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ALAMOSA STATE BANK-VISA	0496-05/08/15	04/22/2015	WADING BOOTS - T. BIERIGER	03-5-02-22791	104.99
MACDONALD EQUIPMENT CO	54502	04/22/2015	PAD, BOOM REST-HI-VAC INC	03-5-02-35111	125.90
RIO GRANDE MOTOR PARTS C	109396	04/27/2015	FUEL/OIL FILTERS	03-5-02-35111	81.30
HAYNIES, INC.	995076	04/27/2015	OIL/AIR FILTER	03-5-02-35111	54.23
MACDONALD EQUIPMENT CO	C54522	04/28/2015	PAD, RUBBER BUMPER	03-5-02-35111	58.07
MACDONALD EQUIPMENT CO	C54523	04/28/2015	PAD, RUBBER BUMPER	03-5-02-35111	103.10
ACE HARDWARE OF ALAMOS	35550	04/29/2015	HILLMAN FASTENERS/FG ANC	03-5-02-23711	21.87
RIO GRANDE MOTOR PARTS C	110170	05/13/2015	BULB	03-5-02-35111	18.04
WEX BANK	40715616	05/20/2015	SEWER	03-5-02-22111	178.96
PUBLIC SERVICE COMPANY O	CONTRACT #489578	05/20/2015	CONSTRUCTION COST REQUE	03-5-02-33411	6,795.00
FERGUSON ENTERPRISES, INC	4512150	05/07/2015	2 PVC S40 SXSXS TEE/2PVC S4	03-5-02-23711	7.38
Department 02 - SEWER DEPARTMENT Total:					12,146.95

Department: 03 - SANITATION DEPARTMENT

XCEL ENERGY	53-0042982-5050415	04/10/2015	1204 OLD AIRPORT RD UNIT T	03-5-03-33411	173.30
DUSTIN J. PARR	04161518003	04/16/2015	1 SHAKER SIPHONE	03-5-03-35111	13.95
BRIDGESTONE AMERICAS, INC	41380	04/16/2015	WASTE TIRE RECYCLING (SANI	03-5-03-35111	153.50
XCEL ENERGY	53-1028550-4050815	04/16/2015	TRASH MASHER 2123 OLD AIR	03-5-03-33411	251.31
XCEL ENERGY	53-1028550-4050815	04/16/2015	701 ROSS AVE APT A	03-5-03-33411	13.26
PINNACOL ASSURANCE	17551170	04/17/2015	GARBAGE COLLECTION	03-5-03-14211	1,797.89
BRIDGESTONE AMERICAS, INC	41045	04/02/2015	TIRES	03-5-03-35111	880.00
HAYNIES, INC.	993813	04/20/2015	DIESEL EXST FLD 2.5 GA	03-5-03-35111	25.68
ACE HARDWARE OF ALAMOS	35342	04/21/2015	SPRYPNT ACE PRIMER WHITE	03-5-03-35381	14.36
RIO GRANDE MOTOR PARTS C	109199	04/22/2015	HYD FILTER - HD	03-5-03-35111	7.46
MONTE VISTA COOP	3361	04/22/2015	PROPANE FILL	03-5-03-22791	15.46
ACE HARDWARE OF ALAMOS	35380	04/22/2015	SOFTSOAP/CLEANR SIMPLE G	03-5-03-35381	28.75
HAYNIES, INC.	994402	04/22/2015	OIL/AIR FILTER	03-5-03-35111	41.29
RIO GRANDE MOTOR PARTS C	109231	04/23/2015	5/8 X 50 FT HTR	03-5-03-35111	0.81
AIRGAS USA, LLC	9038662140	04/23/2015	GLV WLDR LG BLUE 14" SPLT/	03-5-03-22791	66.23
HAYNIES, INC.	994839	04/25/2015	OIL FILTER	03-5-03-35111	8.96
RIO GRANDE MOTOR PARTS C	109236	04/26/2015	HYD FILTER	03-5-03-35111	-7.46
BLUE TARP FINANCIAL	32861093	04/27/2015	10 TON HYDRAULIC RAM	03-5-03-35111	39.41
RELIANCE STEEL CO. #12	377124	04/28/2015	HOT ROLLED ROUND ASTM-A	03-5-03-35381	112.94
NORTHSTAR CHEMICAL CO.	6410	04/29/2015	CAR WASH SOAP	03-5-03-22791	383.22
SAN LUIS VALLEY REGIONAL S	INV0001794	04/30/2015	APRIL LANDFILL CHARGES	03-5-03-37931	8,526.80
INTERSTATE BILLING SRVS., IN	97924512	05/12/2015	DIPSTICK-STANDARD/SHIPPIN	03-5-03-35111	32.85
VERIZON	INV0001851	05/13/2015	SANITATION SUPE	03-5-03-22791	29.21
VERIZON	INV0001851	05/13/2015	RECYCLING	03-5-03-22791	29.27
J&J RENTAL CENTERS LLC-ALA	74663-1	05/14/2015	TRENCHER DITCH WITCHR 15	03-5-03-22791	100.00
CATHERINE MARTINEZ	INV0001781	05/14/2015	BOOT REIMBURSEMENT	03-5-03-37932	75.00
EXTREME GRAPHICS	6949	05/15/2015	18X12 MAGNETIC SIGNS RECY	03-5-03-37932	70.00
WEX BANK	40715616	05/20/2015	SANITATION	03-5-03-22111	3,585.34
HAYNIES, INC.	996126	05/04/2015	HYDRAULIC HOSE/HOSE FITTI	03-5-03-35111	103.55
CROSSWINDS	109676	05/06/2015	BUSINESS SOURCE ROUND RI	03-5-03-22791	13.30
MONTE VISTA COOP	4318	05/06/2015	PROPANE FILL	03-5-03-37932	15.46
Department 03 - SANITATION DEPARTMENT Total:					16,601.10

Department: 05 - SEWAGE TREATMENT

SALIDA FIRE EXTINGUISHER &	1504145	04/14/2015	CERTIFICATION-REPAIR-REBUI	03-5-05-22791	149.00
XCEL ENERGY	53-1114279-7050615	04/14/2015	12TH ST WELL	03-5-05-33411	264.47
XCEL ENERGY	53-1114279-7050615	04/14/2015	1204 OLD AIRPORT RD	03-5-05-33411	6,943.20
MONTE VISTA COOP	4561	04/15/2015	OIL 10W30 SYN BLND 55 GAL	03-5-05-38844	714.27
PINNACOL ASSURANCE	17551170	04/17/2015	SEWAGE TREATMENT	03-5-05-14211	125.53
ACE HARDWARE OF ALAMOS	35259	04/20/2015	HEFTY SLIDR FRZ/ALL PURPOS	03-5-05-22791	11.66
ALAMOSA STATE BANK-VISA	0496-05/08/15	04/22/2015	AWWA STUDY GUIDE	03-5-05-32111	76.50
FEDEX	6-010-41270	04/23/2015	SHIPPING CHARGES	03-5-05-31651	44.39
ACE HARDWARE OF ALAMOS	035532	04/28/2015	WIRE ROPE CLIP/CLAMP/BAT	03-5-05-38844	37.53
FEDEX	5-017-61754	04/30/2015	SHIPPING CHARGES	03-5-05-31651	61.94
SUNEDISON, LLC	0075150536280	05/01/2015	WWTP - UTILITIES	03-5-05-33411	4,906.53
WATERGOAT ENTERPRISES, I	315241.B	05/11/2015	CHRONIC BIOMONITORING T	03-5-05-31651	1,650.00
ACE HARDWARE OF ALAMOS	35930	05/11/2015	SCREWDRIVER SET 6PC SET	03-5-05-22791	17.09
HAYNIES, INC.	997718	05/13/2015	QUALITY HTR HOSE	03-5-05-22791	10.14

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WEX BANK	40715616	05/20/2015	WWTP	03-5-05-22111	20.76
HACH COMPANY	9360118	05/04/2015	USB/AC POWER ADAPTER KIT	03-5-05-22391	132.79
Q&A BALANCE SERVICES, INC.	12275	05/05/2015	ANNUAL CALIBRATION ON LA	03-5-05-22791	184.00
VALLEY ELECTRIC	24569	05/06/2015	REPAIRS NO POWER TO #2 CL	03-5-05-38844	37.50
VALLEY ELECTRIC	24570	05/06/2015	REPAIRS-SIGNAL NOT GOING	03-5-05-38844	112.50
Department 05 - SEWAGE TREATMENT Total:					15,499.80

Department: 06 - WATER TREATMENT

ZENON ENVIRONMENTAL CO	97662946	03/25/2015	EMERGENCY TECHNICAL SUP	03-5-06-34106	2,470.00
DPC INDUSTRIES, INC	737001293-15	03/27/2015	LESS DEPOSIT CONTAINERS R	03-5-06-22391	7,072.46
SALIDA FIRE EXTINGUISHER &	1504142	04/14/2015	REPAIR/REBUILD	03-5-06-22791	384.00
XCEL ENERGY	53-1028550-4050815	04/16/2015	702 BELL AVE	03-5-06-33411	5,926.88
PINNACOL ASSURANCE	17551170	04/17/2015	WATER TREATMENT	03-5-06-14211	16.68
ALAMOSA STATE BANK-VISA	0330-05/08/15	04/22/2015	LODGING -CRWA ANNUAL CO	03-5-06-32111	417.00
CHEMPLIANCE, INC	6003643	04/24/2015	LOW MN FERRIC CHLORIDE	03-5-06-22391	19,471.98
FAMCO OF DENVER	15077	04/29/2015	REPLACEMENT ELEMENT FOR	03-5-06-38844	389.76
SHERWIN WILLIAMS	9104-4	04/30/2015	MURIATIC ACID GL-STX	03-5-06-22391	104.80
SDC LABORATORY, INC.	16689	05/01/2015	WW E.COLI ANALYSES/WW H	03-5-06-31651	2,495.00
USA BLUEBOOK	643642	05/13/2015	BARNSTEAD MICRON/ULTRAP	03-5-06-31651	646.33
OCPO	INV0001789	05/14/2015	OPERATOR TRAINING - ROY P.	03-5-06-32111	90.00
WEX BANK	40715616	05/20/2015	WTP	03-5-06-22111	97.36
ZENON ENVIRONMENTAL CO	97716662	05/07/2015	MEMBRANE REPLACEMENT	03-5-06-70521	101,884.48
Department 06 - WATER TREATMENT Total:					141,466.73

Fund 03 - ENTERPRISE FUND Total: 195,323.26**Fund: 06 - CEMETERY ENDOWMENT****Department: 59 - CEMETERY ENDOWMENT**

NORTH RIVER GREENHOUSE	515	05/14/2015	SOD/PULLER DEPOSIT (CEMET	06-5-59-43621	247.20
ACE HARDWARE OF ALAMOS	36111	05/15/2015	PIPE POLY/LS 2 CYCLE OIL/CO	06-5-59-43411	96.91

Department 59 - CEMETERY ENDOWMENT Total: 344.11**Fund 06 - CEMETERY ENDOWMENT Total: 344.11****Fund: 13 - EMPLOYEE BENEFIT****Department: 62 - EMPLOYEE BENEFIT**

COLORADO CHOICE HEALTH P	INV0001738	05/11/2015	MEDICAL/DENTAL	13-5-62-14131	11,843.92
COLORADO CHOICE HEALTH P	INV0001739	05/11/2015	MEDICAL/DENTAL	13-5-62-14131	4,422.47
COLORADO CHOICE HEALTH P	INV0001741	05/12/2015	MEDICAL/DENTAL	13-5-62-14131	3,896.47
COLORADO CHOICE HEALTH P	INV0001742	05/12/2015	STOP LOSS PREMIUM	13-5-62-14111	12,753.57
COLORADO CHOICE HEALTH P	INV0001742	05/12/2015	LIFE PREMIUM	13-5-62-14112	736.30
COLORADO CHOICE HEALTH P	INV0001742	05/12/2015	ADMIN FEES MAY 2015	13-5-62-14141	1,954.75
COLORADO CHOICE HEALTH P	INV0001742	05/12/2015	MISC. ADMIN COSTS	13-5-62-14141	2.50
COLORADO CHOICE HEALTH P	INV0001743	05/13/2015	PRESCRIPTIONS - COA RX 04/	13-5-62-14131	11,184.77
COLORADO CHOICE HEALTH P	INV0001887	05/22/2015	MEDICAL/DENTAL	13-5-62-14131	1,162.06
COLORADO CHOICE HEALTH P	INV0001888	05/22/2015	COA RX - 05/01/15-05/15/15	13-5-62-14131	2,429.72

Department 62 - EMPLOYEE BENEFIT Total: 50,386.53**Fund 13 - EMPLOYEE BENEFIT Total: 50,386.53****Fund: 19 - COMMUNITY RECREATION****Department: 54 - LIBRARY**

INGRAM LIBRARY SERVICE	83103274	01/15/2015	CREDIT	19-5-54-35102	-15.40
INGRAM LIBRARY SERVICE	83757011	02/09/2015	CREDIT	19-5-54-35101	-19.18
DEMCO	5552631	03/18/2015	BOOK LABELS	19-5-54-22791	84.63
BRODART CO.	INV0001780	03/18/2015	MATERIAL PROC. SUPPLIES/B	19-5-54-22791	126.76
INGRAM LIBRARY SERVICE	84151805	03/05/2015	CREDIT MEMO	19-5-54-35101	-36.80
INGRAM LIBRARY SERVICE	84766242	04/16/2015	AD BK ORDER	19-5-54-35101	23.57
PINNACOL ASSURANCE	17551170	04/17/2015	LIBRARY	19-5-54-14211	81.35
COLORADO LIBRARY CONSOR	19694	04/17/2015	ASPENCAT 3M EBOOKS 2015	19-5-54-22451	1,000.00
UPSTART	5577506	04/17/2015	SUMMER READING PROGRA	19-5-54-35372	525.75
PROQUEST INFORMATION &	70342073	04/18/2015	HERITAGE QUEST 9-1-15/8-31	19-5-54-22451	878.00
INGRAM LIBRARY SERVICE	84561479	04/02/2015	CREDIT MEMO	19-5-54-35101	-8.22
ALAMOSA STATE BANK-VISA	0587-05/08/15	04/22/2015	PATRON COMPUTER EARBUD	19-5-54-22791	25.00
ALAMOSA STATE BANK-VISA	0587-05/08/15	04/22/2015	PATRON EARBUDS	19-5-54-22791	30.00

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ALAMOSA STATE BANK-VISA	0587-05/08/15	04/22/2015	PATRON COMPUTER EARBUD	19-5-54-22791	25.00
ALAMOSA STATE BANK-VISA	0587-05/08/15	04/22/2015	PATRON COMPUER EARBUDS	19-5-54-22791	20.00
ALAMOSA STATE BANK-VISA	0587-05/08/15	04/22/2015	LITTLE FREE LIBRARY CHARTE	19-5-54-22791	40.45
ALAMOSA STATE BANK-VISA	0587-05/08/15	04/22/2015	CONFERENCE - HOTEL	19-5-54-32111	113.50
ALAMOSA STATE BANK-VISA	0587-05/08/15	04/22/2015	AD BK ORDER	19-5-54-35101	63.48
ALAMOSA STATE BANK-VISA	0587-05/08/15	04/22/2015	AD BK ORDER	19-5-54-35101	66.48
ALAMOSA STATE BANK-VISA	0587-05/08/15	04/22/2015	AD BK ORDER	19-5-54-35101	45.88
ALAMOSA STATE BANK-VISA	0587-05/08/15	04/22/2015	AD BK ORDER	19-5-54-35101	51.48
ALAMOSA STATE BANK-VISA	0587-05/08/15	04/22/2015	AD BK ORDER	19-5-54-35101	56.48
ALAMOSA STATE BANK-VISA	0587-05/08/15	04/22/2015	AD BK ORDER	19-5-54-35101	38.88
ALAMOSA STATE BANK-VISA	0587-05/08/15	04/22/2015	AD BK ORDER	19-5-54-35101	56.48
ALAMOSA STATE BANK-VISA	0587-05/08/15	04/22/2015	AD BK ORDER	19-5-54-35101	54.27
ALAMOSA STATE BANK-VISA	0587-05/08/15	04/22/2015	AD BK ORDER	19-5-54-35101	55.02
ALAMOSA STATE BANK-VISA	0587-05/08/15	04/22/2015	AD BK ORDER	19-5-54-35101	63.97
GOBINS INC	2818340-0	04/25/2015	LIBRARY MAINTENANCE	19-5-54-21151	89.00
GOBINS INC	2818340-0	04/25/2015	PARKS & REC COLOR	19-5-54-21151	145.28
INGRAM LIBRARY SERVICE	84896017	04/26/2015	AD BK ORDER	19-5-54-35101	60.60
INGRAM LIBRARY SERVICE	84896018	04/26/2015	CHILDREN BK ORDER - OCT 20	19-5-54-35101	17.95
INGRAM LIBRARY SERVICE	84896019	04/26/2015	AD BK ORDER	19-5-54-35101	16.17
VALLEY COURIER	193085	04/30/2015	ALAMOSA COMMUNITY GUID	19-5-54-33111	229.00
DEL MAR CARPET	25528	04/30/2015	BLINDS (LIBRARY STAFF OFFIC	19-5-54-38822	276.82
INGRAM LIBRARY SERVICE	84974779	04/30/2015	CHILDREN BK ORDER - OCT 14	19-5-54-35101	9.34
MANGO LANGUAGES	L9427	04/30/2015	DATABASE RENEWAL 7-1-15/	19-5-54-22451	1,908.00
BEST SUPPLY, INC.	15122	04/06/2015	MATERIAL PROCESSING SUPP	19-5-54-22791	269.72
STEVE WEEKS	324	04/06/2015	SUMMER READING PROGRA	19-5-54-35372	200.00
REBECCA STEENBURG	INV0001790	05/15/2015	TRAVEL & CONFERENCE-MEA	19-5-54-32111	57.77
SALIDA CIRCUS LLC	INV0001795	05/15/2015	SUMMER READING PROGRA	19-5-54-35372	300.00
INGRAM LIBRARY SERVICE	84766243	04/16/2015	CHILD BK ORDER	19-5-54-35101	9.89
JADE COMMUNICATIONS LLC	INV0001736	05/06/2015	INTERNET SERVICES - LIBRARY	19-5-54-35341	167.98
GE MONEY BANK/AMAZON	INV0001737	05/08/2015	AD BK ORDER	19-5-54-35101	57.98
GE MONEY BANK/AMAZON	INV0001737	05/08/2015	AD BK ORDER	19-5-54-35101	228.07
GE MONEY BANK/AMAZON	INV0001737	05/08/2015	AD BK ORDER	19-5-54-35101	18.94
GE MONEY BANK/AMAZON	INV0001737	05/08/2015	AV ORDER	19-5-54-35102	35.25
Department 54 - LIBRARY Total:					7,544.59

Department: 66 - COMMUNITY RECREATION

APEX REPAIR SERVICE	1897-05/08/15	03/25/2015	MOTOR,OEM/FREIGHT/TRIP F	19-5-66-35211	668.95
COLORADO SPORTS	AAC003744	04/13/2015	FORZA SOCCER BALL/SOCCER	19-5-66-32611	92.00
CHARTER COMMUNICATIONS	INV0001713	04/13/2015	INTERNET SRVS	19-5-66-33211	83.55
VALLEY LOCK & SECURITY	P 23765	04/13/2015	FIRE ALARM INSPECTION	19-5-66-35341	540.00
SALIDA FIRE EXTINGUISHER &	1504146	04/14/2015	HYDRO-TESTS	19-5-66-22791	108.00
BRIDGESTONE AMERICAS, INC	41384	04/16/2015	UNIT #602: DEST AT OWL 106	19-5-66-35111	407.48
TORK WINCH-POSILOK	519664	04/16/2015	TW2000D 120/1/60 DRIVE CO	19-5-66-35211	2,320.00
VALLEY LOCK & SECURITY	P 23708	04/16/2015	LOCK LABOR (CASH DRAWER	19-5-66-41101	85.00
FITNESS SYSTEMS	118866-01	04/17/2015	QUARTERLY SERVICE	19-5-66-35341	235.00
PINNACOL ASSURANCE	17551170	04/17/2015	PARKS	19-5-66-14211	816.39
WINNMEDIA, LLC	K-5063	04/20/2015	AAL ELITE ADJUSTABLE SPREA	19-5-66-32611	2,430.00
ACE HARDWARE OF ALAMOS	35322	04/21/2015	HILLMAN FASTENERS	19-5-66-22791	3.15
SHERWIN WILLIAMS	4976-8	04/21/2015	DURACRAFT ULTRA (STRIPPIN	19-5-66-32611	232.90
SKIBALLS RUNNING WORLD	7563	04/21/2015	BLACK/WHITE REVERSIBLES (Y	19-5-66-32611	187.50
ALAMOSA STATE BANK-VISA	0314-05/08/15	04/22/2015	REC BOARD LUNCH	19-5-66-22791	23.11
ALAMOSA STATE BANK-VISA	0314-05/08/15	04/22/2015	EXERCISE BALL STORAGE RAC	19-5-66-32611	229.10
ALAMOSA STATE BANK-VISA	0314-05/08/15	04/22/2015	FIRST AID KITS	19-5-66-32611	54.76
ALAMOSA STATE BANK-VISA	0322-05/08/15	04/22/2015	ELECTRIC CORD	19-5-66-22791	5.79
ALAMOSA STATE BANK-VISA	0538-05/08/15	04/22/2015	TREE BOARD LUNCH	19-5-66-22791	23.11
ALAMOSA STATE BANK-VISA	0538-05/08/15	04/22/2015	PDF SOFTWARE	19-5-66-38822	51.99
INTERLINE BRANDS., INC	335556643	04/23/2015	UNIV HAND TOWEL MULTIFO	19-5-66-22411	72.26
ACE HARDWARE OF ALAMOS	35406	04/23/2015	MINI REG/SAFETY VALVE/DRA	19-5-66-22791	62.95
EXTREME GRAPHICS	6922	04/23/2015	METAL SIGN FOR SCOREBOARD	19-5-66-32611	260.00
GOBINS INC	2818340-0	04/25/2015	LIBRARY COLOR	19-5-66-35341	279.00
GOBINS INC	2818340-0	04/25/2015	P&R MAINTENANCE	19-5-66-35341	44.50

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TOTAL OFFICE SOLUTIONS	0229708-001	04/27/2015	TAPE/REST, WRIST W/MOUSE	19-5-66-21111	101.32
VENDOLA PLUMBING & HEAT	0079570	04/28/2015	FLOOR DRAIN FOR KITCHEN SI	19-5-66-46130	1,119.85
COLORADO SPORTS	004014	04/30/2015	GREEN DOT BALL NEON/REF 1	19-5-66-32611	611.64
TOTAL OFFICE SOLUTIONS	0230070-001	04/30/2015	LABELS/PENCIL, GOLF & PEW	19-5-66-21111	56.57
VALLEY COURIER	193084	04/30/2015	ALAMOSA COMMUNITY GUID	19-5-66-33111	229.00
INTERLINE BRANDS., INC	336105580	04/30/2015	LINERS/KLEENEX FACIAL TISS	19-5-66-22411	58.88
ACE HARDWARE OF ALAMOS	35618	04/30/2015	REGAL BLUE/TAPE RULE/TAPE	19-5-66-22791	29.20
VALLEY COURIER	INV0001731	04/30/2015	ANNUAL SUBSCRIPTION - P&R	19-5-66-21121	96.00
KRISTI MOUNTAIN SPORTS	26294	04/04/2015	DIM PRO TOE STRAP NYLON B	19-5-66-41101	294.00
BELVEDERE HOLDINGS INC.	1442551	05/01/2015	INFIELD 60/40 R (INFIELD MIX	19-5-66-32611	2,950.52
BSN SPORTS/COLLEGIATE PAC	96861446	05/01/2015	MAC MAJOR LEAGUE HOME P	19-5-66-32611	627.24
SHERWIN WILLIAMS	9590-4	05/12/2015	5 GAL DURACRAFT 5A ULTRA	19-5-66-32611	232.90
CHARTER COMMUNICATIONS	INV0001792	05/13/2015	INTERNET SRVS	19-5-66-33211	2.95
VERIZON	INV0001851	05/13/2015	PARK/REC/LIBRARY DIRECTOR	19-5-66-33211	61.87
VERIZON	INV0001851	05/13/2015	COMM ACT MNG	19-5-66-33211	51.87
TOTAL OFFICE SOLUTIONS	0231226-001	05/14/2015	XERO PAPER/PENCIL/PENS/LE	19-5-66-21111	92.31
TOTAL OFFICE SOLUTIONS	0231226-002	05/15/2015	POUCH PENCIL, BINDER, BK	19-5-66-21111	2.99
WHITE HARDWARE CO. INC.	742123/2	05/15/2015	FIELD MARKING	19-5-66-32611	670.88
ACE HARDWARE OF ALAMOS	035667	05/02/2015	100PC BLACK/POLY ROPE	19-5-66-32611	17.35
WEX BANK	40715616	05/20/2015	REC. DEPT	19-5-66-22111	51.25
SHERWIN WILLIAMS	5189-7	05/04/2015	DURACRAFT SA ULTRA	19-5-66-32611	232.90
VALLEY LOCK & SECURITY	P 23831	05/04/2015	SCHLAGE C 123 RIM CYLINDE	19-5-66-35211	140.00
HUSMANN PLUMBING	14451	05/05/2015	CREDIT	19-5-66-35211	-17.50
HUSMANN PLUMBING	14451	05/05/2015	ALAMOSA CHICAG W/FREIGH	19-5-66-35211	213.23
SKIBALLS RUNNING WORLD	7581	05/05/2015	WHITE SS T'S/ADD FOR XXL	19-5-66-32611	162.00
XCEL ENERGY	INV0001735	05/05/2015	PARKS&REC SOLAR	19-5-66-33411	662.86
HASTY AWARDS	3152133	05/06/2015	MEDALS/SHIPPING	19-5-66-32611	766.74
FERGUSON ENTERPRISES, INC	4512893	05/07/2015	HYFLO POLY PIP/NP 6 FT BUR	19-5-66-46130	256.65
Department 66 - COMMUNITY RECREATION Total:					19,091.96
Fund 19 - COMMUNITY RECREATION Total:					26,636.55
Grand Total:					459,210.62

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Receive May 2015 Monthly Reports

ATTACHMENTS:

Description

Type

📎 Monthly Reports for May 2015

Cover Memo

COUNCIL COMMUNICATION

DATE July 1, 2015	AGENDA NO.C. 8. a	SUBJECT: City Manager Monthly Report for May 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.

May 2015 Report

- Annual City Council Retreat
- Rio Grande Healthy Living Park Community Outreach meeting
- Lunch with Delzia Worley to discuss economic development projects
- Weekly Leadership Team Meetings
- Capital Improvement Plan Work Session
- Regular Council meetings
- Alamosa Criminal Justice Coordinating Council Meeting
- Attended the Colorado Cooperation Conference
- Presentation of Proclamation at Evergreen & Care Center Nursing Homes
- Monthly Meeting with Councilor Griego
- KGIW Radio Show
- Weekly Meetings with Mayor and City Clerk
- Monthly Meeting with Councilor Johnson
- Attended the Police Week Ceremony
- Attended the Justice Center Task Force Meeting
- Monthly meeting with Councilor Gillaspie
- Attended the ASU Honors for Dr. David Svaldi
- Interview Process for the Executive Administrative Assistant position
- Water meeting
- Lunch with Delzia Worley to discuss CDFI
- Lunch with Randy Wright and Matt Moore to discuss economic development websites
- Met with Preston Porter to discuss upcoming projects
- Met with Matt Abbey
- Monthly meeting with Councilor Vigil
- Attended CML Spring Outreach Meeting
- Attended monthly Golf Board meeting
- Meeting with City and Golf staff to discuss facility maintenance
- Facilitated Plastic Bag Public Meeting
- Attended Congressman Scott Tipton Public Meeting

COUNCIL COMMUNICATION

DATE: July 1, 2015	AGENDA NO.	SUBJECT: Finance May 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 May 2015.

Background

Attached for your review and information is the Monthly Financial Report for May 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 May was \$648,448.91. The City received payment for 2015 Sales Tax from the county in the amount of \$223,554.09. Sales Tax (*general*) revenue for May totaled \$179,000. 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 Five businesses that applied for a new sales tax license. Staff continues to pursue new opportunities to attract businesses to the area. There was one sales tax license termination during May.

Issue

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

Attachments

Monthly Revenue Report for May 2015.

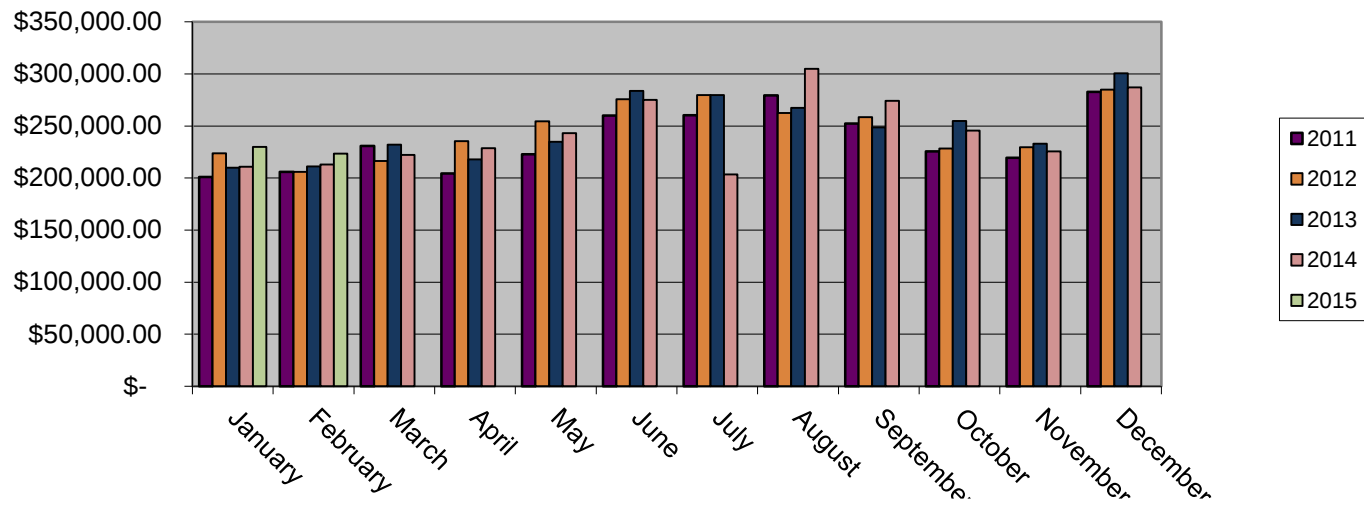
Sales Tax Trends

Sales Tax (1.2%) Revenue

Distributions from Alamosa County

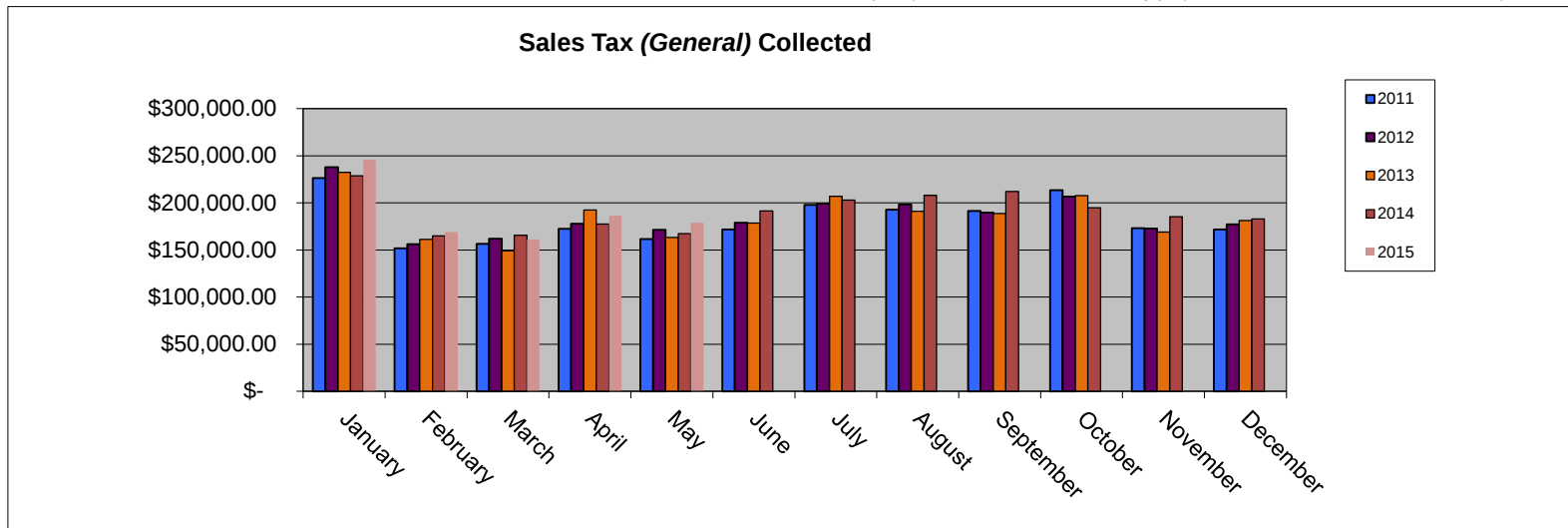
	2011	2012	+/-	2013	+/-	2014	+/-	2015	+/-
January	\$ 201,073.43	\$ 223,802.43	\$22,729.00	\$ 210,015.04	\$13,787.39	\$ 210,972.60	\$957.56	\$ 229,899.81	\$18,927.21
February	\$ 206,065.50	\$ 206,057.34	\$8.16	\$ 211,137.43	\$5,080.09	\$ 212,858.27	\$1,720.84	\$ 223,554.09	\$10,695.82
March	\$ 230,713.37	\$ 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	\$453,453.90	\$29,623.03
			3.88%		0.60%		-2.84%		2.13%

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	\$ 179,000.88	11,524.32
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	\$ 941,323.79	36,807.98
				-0.27%		3.62%		2.14%



City of Alamosa
Monthly Activities Report
May 2015
Public Works Department

Streets: The Street Department bladed all alleys and gravel roads. Wheel bearings were serviced on all trailers. Large Item Pick up Week was conducted, three individual storm inlets were replaced or repaired due to collapse. Pavement repairs were started using the AMZ 11 patcher. Sign repairs were completed where needed.

Solid Waste: Commercial waste hauled totaled 333 T., residential 171 T. Five toters were delivered for new residential accounts, ten new yard waste toters were delivered. Six dumpsters were repaired and four toters.

Recycling: A total of 62 bales of various materials were collected and baled. Fifty four bales were shipped; totaling 29.75 T. Land fill savings totaled \$508.73.

Building Inspection: Eleven building permits were issued for a total valuation of \$ 161,760.22. Building permit fees collected were \$1,442.00 and construction use tax totaled \$1,593.60. A total of 18 various inspections were conducted. Two certificates of occupancy were issued for a single family dwelling and one for a commercial project. Four limited contractor licenses were issued.

Water: A total of 80,952,000 gallons of water were treated and pumped for municipal use. Water treatment plant production totaled 63,988,129 gallons. The total pumped for the front nine at the golf course was 3,664,000 gallons; back nine 3,834,929 gallons. Turn off/ons for occupant change and repairs totaled 56. Thirty five curb stops were cleaned. Flushing of dead end lines was conducted. Shut off valves were raised at two locations. Water was removed on West 8th Street after rains. Located a 1" water line at the Fair grounds and made a 1" tap ran a new line to the dog park and installed water hydrant for Parks Department. The fire hydrant at 11th St. and Railroad Ave. was repaired. Trenches were patched at 2202 Stockton St after water tap installation.

Wastewater: Total discharge for the month 47.1 million gallons. Worked on greasing all three screw pumps and bar screen. QA Balancing service check and calibrated the DO meter and scale. Clarified reporting temperatures with the State on discharge monitoring reports. Belts were replaced on screw pump #1. Prepared boat, parts and tools in order to fix leaks on Basin #1. All required testing was completed. Two tours were done, one for Colorado Rural Water and operators from Manassa.

East Alamosa: A total of 4,702,341 gallons of water were treated and supplied to East Alamosa. Rereads were completed. Pumps were pulled at Price, Sunnyside, McKinney, McQuerry and Rodeo lift stations, cleaned impellers of debris. A valve box on Maple Drive was raised and manhole on Price Ave. There were five call outs after hours, nine sanitary sewers checked for plugs, five unplugged.

Sewer: Two new sewer services were installed, thirty blocks, of sewer line cleaned. Twenty five manholes were cleaned, twenty two sewers cleaned and flushed. Seventy six sanitary sewer inspections were conducted. Lift stations were checked daily the splitter box at the WWTP was cleaned and grit hauled off. All storm lift stations were checked and two had to be pumped out. Storm water was pumped at First St. and Foster Ave. Assisted the Town of Ft. Garland by rodding a sewer line.

AFD

Incident Type Report (Summary)

**Alarm Date Between {05/01/2015} And
{05/31/2015} and Station = "1"**

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
131 Passenger vehicle fire	1	1.89%	\$500	100.00%
152 Garbage dump or sanitary landfill fire	1	1.89%	\$0	0.00%
	2	3.77%	\$500	100.00%
3 Rescue & Emergency Medical Service Incident				
322 Motor vehicle accident with injuries	1	1.89%	\$0	0.00%
	1	1.89%	\$0	0.00%
4 Hazardous Condition (No Fire)				
412 Gas leak (natural gas or LPG)	1	1.89%	\$0	0.00%
	1	1.89%	\$0	0.00%
5 Service Call				
531 Smoke or odor removal	1	1.89%	\$0	0.00%
571 Cover assignment, standby, moveup	45	84.91%	\$0	0.00%
	46	86.79%	\$0	0.00%
6 Good Intent Call				
622 No Incident found on arrival at dispatch address	1	1.89%	\$0	0.00%
651 Smoke scare, odor of smoke	1	1.89%	\$0	0.00%
	2	3.77%	\$0	0.00%
7 False Alarm & False Call				
715 Local alarm system, malicious false alarm	1	1.89%	\$0	0.00%
	1	1.89%	\$0	0.00%
Total Incident Count	53		Total Est Loss:	\$500

Alamosa Fire Department

Department Report for May 2015

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

City Call Comparisons

Year	Monthly Comparison	Total City Calls Year to Date
2015	53*	250
2014	53**	250

* Includes 40 Airport Flight Standbys ** includes 45 Airport Flight Standbys

Inspections

Blue Peaks Residential

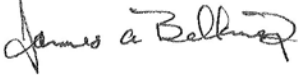
Fire Prevention/Station Tours

The Department hosted seven station tours

Training:

Firefighters logged a combined total 61 hours of in house training during the month.

COUNCIL COMMUNICATION

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

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

May 2015 Report

- Attended the Council Annual Retreat.
- Upgraded the Police Records Management Server (RMS) to the latest version of Tyler RMS. This upgrade puts our server back on the main support path required by Tyler Software. Early requirements from Tyler Technologies had us building 3 new servers. By working with Tyler Technologies support team we were able to perform a no cost in place upgrade on our existing Virtual Hardware.
- Laserfiche Security Update: Upgraded the security on our laserfiche (Digital Records) server for use by our HR Department.
- Worked with Digital Ally to resolve several issues related to technical specifications of a new Mobile Video Recording (MVR) system for the PD. Demo units were installed in two police vehicles. These demo units are still in service and being utilized by the police department.
- Utilizing our Virtual Environment, we extended the amount of storage space available to meet the needs of the new RMS services.
- Upgraded our network security. We have completed an exhaustive upgrade of our network security. This upgrade included many man hours of firmware upgrades, password changes, WIFI changes, firewall upgrades, and procedure changes.
- Attended the annual IT Roadmap conference in Denver.
- 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.
- Sanitation repair: 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 new permeant cable.

City of Alamosa: All Tickets
List of all tickets (59 items)
Generated on Jun 08, 2015 @ 02:30 pm

Ticket #	Created By(Email)	Summary	Related to	Create Date	Close Date	Status	Priority	Days Open
2519	amcdonald@ci.alamosa.co.us	Channel I0		2015-05-04 @ 01:28 pm	2015-05-04 @ 01:31 pm	closed	Med	< 1 day
2520	jspangler@ci.alamosa.co.us	RMS		2015-05-05 @ 12:00 pm	2015-05-19 @ 03:54 pm	closed	Med	14 days
2521	ccawley@ci.alamosa.co.us	Supervisor training video to Randy Martinez		2015-05-05 @ 01:20 pm	2015-05-05 @ 02:05 pm	closed	Med	< 1 day
2522	hreynolds@ci.alamosa.co.us	Sound bar on comp is making a terrible squealing noise.		2015-05-06 @ 08:35 am	2015-05-19 @ 03:54 pm	closed	Med	13 days
2523	hmartinez@ci.alamosa.co.us	DYMO Label Printer		2015-05-06 @ 12:10 pm	2015-05-08 @ 08:59 am	closed	Med	1 day
2524	rstrand@ci.alamosa.co.us	Internet down for library staff and public computers		2015-05-06 @ 02:34 pm	2015-05-06 @ 02:58 pm	closed	Med	< 1 day
2525	ccawley@ci.alamosa.co.us	Please remove the Deputy Clerk and Executive Admin Assitant Positions from Website		2015-05-06 @ 04:12 pm	2015-05-06 @ 05:08 pm	closed	Med	< 1 day
2526	resquibel@ci.alamosa.co.us	card printing machine		2015-05-07 @ 04:13 pm	2015-05-11 @ 09:58 am	closed	Med	3 days
2527	ccawley@ci.alamosa.co.us	Please post job today		2015-05-08 @ 08:11 am	2015-05-08 @ 08:36 am	closed	Med	< 1 day
2528	rsteenburger@ci.alamosa.co.us	High Pitch Whine		2015-05-08 @ 10:50 am	2015-05-11 @ 09:18 am	closed	Med	2 days
2529	hmartinez@ci.alamosa.co.us	NovusAgenda Special Meeting Template		2015-05-08 @ 01:08 pm	2015-05-11 @ 09:18 am	closed	Med	2 days
2530	dalderton@ci.alamosa.co.us	protocal error mdt I7		2015-05-09 @ 08:29 pm	2015-05-11 @ 08:04 am	closed	Med	1 day
2531	smaestas@ci.alamosa.co.us	Keyboard on station #1166		2015-05-10 @ 01:54 pm	2015-05-11 @ 09:41 am	closed	Med	< 1 day
2532	rstrand@ci.alamosa.co.us	Public computers can't get to the internet no firefox or ie		2015-05-11 @ 09:08 am	2015-05-11 @ 09:18 am	closed	Med	< 1 day
2533	ccawley@ci.alamosa.co.us	Need Assessment Center Friday at 7:30 am		2015-05-11 @ 02:06 pm	2015-05-11 @ 04:39 pm	closed	Med	< 1 day
2534	aperea@ci.alamosa.co.us	hpac set up		2015-05-12 @ 09:27 am	2015-05-13 @ 09:34 am	closed	Med	1 day
2535	wmarquez@ci.alamosa.co.us	E drive full, can't load pictures on RMS		2015-05-12 @ 10:26 am	2015-05-13 @ 08:21 am	closed	Med	< 1 day

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Ticket #	Created By(Email)	Summary	Related to	Create Date	Close Date	Status	Priority	Days Open
2536	dalderton@ci.alamosa.co.us	mdt l7 protocol error		2015-05-12 @ 06:27 pm	2015-05-12 @ 07:01 pm	closed	Med	< 1 day
2537	rstrand@ci.alamosa.co.us	Public computer l4		2015-05-13 @ 09:06 am	2015-05-13 @ 09:35 am	closed	Med	< 1 day
2538	ccawley@ci.alamosa.co.us	Monday l8 at 8 am will need prox card to clock in		2015-05-13 @ 10:11 am	2015-05-19 @ 03:54 pm	closed	Med	6 days
2539	ccawley@ci.alamosa.co.us	Please post this job announcement today. The job description will be ready by Friday		2015-05-13 @ 10:25 am	2015-05-15 @ 02:43 pm	closed	Med	2 days
2540	ccawley@ci.alamosa.co.us	Community Service Officer Job Description		2015-05-13 @ 10:46 am	2015-05-13 @ 10:59 am	closed	Med	< 1 day
2541	hbergann@ci.alamosa.co.us	remove pin requirement from Rec Center copier when standing at copier		2015-05-13 @ 11:00 am	2015-05-13 @ 11:06 am	closed	Med	< 1 day
2542	rrogers@ci.alamosa.co.us	logon problems		2015-05-13 @ 08:36 pm	2015-05-15 @ 03:07 pm	closed	Med	1 day
2543	rsanchez@ci.alamosa.co.us	Phone ID.		2015-05-15 @ 09:35 am	2015-05-15 @ 09:58 am	closed	Med	< 1 day
2544	aperea@ci.alamosa.co.us	news release		2015-05-15 @ 12:01 pm	2015-05-15 @ 02:42 pm	closed	Med	< 1 day
2545	ccawley@ci.alamosa.co.us	ID prox card for new hire tuesday at 8:30 am 05/19/2015		2015-05-15 @ 12:28 pm	2015-05-19 @ 09:06 am	closed	Med	3 days
2546	ccawley@ci.alamosa.co.us	Please deactivate Ashley Perea and her credentials		2015-05-15 @ 04:30 pm	2015-05-15 @ 04:44 pm	closed	Med	< 1 day
2547	ccawley@ci.alamosa.co.us	Library Assistant Please post This morning		2015-05-18 @ 07:19 am	2015-05-18 @ 08:42 am	closed	Med	< 1 day
2548	jspangler@ci.alamosa.co.us	PIN for printer		2015-05-18 @ 01:14 pm	2015-05-18 @ 01:18 pm	closed	Med	< 1 day
2549	jscott@ci.alamosa.co.us	call transfers		2015-05-19 @ 08:51 am	2015-05-19 @ 09:40 am	closed	Med	< 1 day
2550	ccawley@ci.alamosa.co.us	Please plost RFP today		2015-05-19 @ 09:05 am	2015-05-19 @ 09:21 am	closed	Med	< 1 day
2551	jjolly@ci.alamosa.co.us	Morgan McWilliams' email		2015-05-19 @ 02:10 pm	2015-05-19 @ 03:27 pm	closed	Med	< 1 day
2552	jscott@ci.alamosa.co.us	news release		2015-05-19 @ 02:41 pm	2015-05-19 @ 02:55 pm	closed	Med	< 1 day

City of Alamosa: All Tickets
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Generated on Jun 08, 2015 @ 02:30 pm

Ticket #	Created By(Email)	Summary	Related to	Create Date	Close Date	Status	Priority	Days Open
2553	ccawley@ci.alamosa.co.us	Please update Public Works Administrative Assistant post		2015-05-19 @ 04:59 pm	2015-05-19 @ 05:29 pm	closed	Med	< 1 day
2554	ccawley@ci.alamosa.co.us	Please update Public Works Administrative Assistant post		2015-05-19 @ 04:59 pm	2015-05-19 @ 05:30 pm	closed	Med	< 1 day
2555	ccawley@ci.alamosa.co.us	NEED BADGE NUMBERS FOR BRADSHA, APODACA, AND GRIMSRUD		2015-05-20 @ 12:15 pm	2015-05-20 @ 12:28 pm	closed	Med	< 1 day
2556	ccawley@ci.alamosa.co.us	id cards seasonal works for parks and rec		2015-05-20 @ 12:34 pm	2015-05-20 @ 03:38 pm	closed	Med	< 1 day
2557	ccawley@ci.alamosa.co.us	Email for susanna and computer set up		2015-05-20 @ 02:51 pm	2015-05-20 @ 03:30 pm	closed	Med	< 1 day
2558	ccawley@ci.alamosa.co.us	new hire prox card 8:00 a.m..		2015-05-20 @ 02:55 pm	2015-05-26 @ 03:59 pm	closed	Med	6 days
2559	ccawley@ci.alamosa.co.us	new hire prox card 8:00 a.m..		2015-05-20 @ 02:55 pm	2015-05-20 @ 03:40 pm	closed	Med	< 1 day
2560	jscott@ci.alamosa.co.us	trash route change		2015-05-21 @ 02:55 pm	2015-05-22 @ 10:50 am	closed	Med	< 1 day
2561	ccawley@ci.alamosa.co.us	email and Credentials for Heahter's new hire		2015-05-21 @ 04:16 pm	2015-05-22 @ 11:03 am	closed	Med	< 1 day
2562	jitrujillo@ci.alamosa.co.us	New ID and lock run for Roy Sanchez		2015-05-22 @ 03:49 pm	2015-05-22 @ 03:50 pm	closed	High	< 1 day
2563	ehavelock@ci.alamosa.co.us	almosalibrary.org down for patron		2015-05-22 @ 04:09 pm	2015-05-26 @ 03:59 pm	closed	Med	3 days
2564	bpichon@ci.alamosa.co.us	unable to launch open fox		2015-05-26 @ 02:53 am	2015-05-27 @ 08:43 am	closed	Med	1 day
2565	rstrand@ci.alamosa.co.us	Staff computers in the library not connecting to internet		2015-05-26 @ 09:13 am	2015-05-26 @ 03:30 pm	closed	Med	< 1 day
2566	sgallegos@ci.alamosa.co.us	access to court calendar		2015-05-26 @ 01:42 pm	2015-05-27 @ 02:05 pm	closed	Med	1 day
2567	tschmidt@ci.alamosa.co.us	Openfox on Davidsons Computer		2015-05-26 @ 02:11 pm	2015-05-27 @ 01:26 pm	closed	Med	< 1 day
2568	hreynolds@ci.alamosa.co.us	access		2015-05-26 @ 03:55 pm	2015-05-26 @ 03:59 pm	closed	Med	< 1 day
2569	jlake@ci.alamosa.co.us	ink cart		2015-05-27 @ 12:51 pm	2015-05-27 @ 01:05 pm	closed	Med	< 1 day

City of Alamosa: All Tickets
 List of all tickets (59 items)
 Generated on Jun 08, 2015 @ 02:30 pm

Ticket #	Created By(Email)	Summary	Related to	Create Date	Close Date	Status	Priority	Days Open
2570	jscott@ci.alamosa.co.us	PC		2015-05-27 @ 01:08 pm	2015-06-08 @ 08:25 am	closed	Med	11 days
2571	osanchez@ci.alamosa.co.us	ink for card printer		2015-05-27 @ 03:38 pm	2015-05-29 @ 08:33 am	closed	Med	1 day
2572	dmontano@ci.alamosa.co.us	Need new ID card		2015-05-28 @ 08:23 am	2015-05-28 @ 05:27 pm	closed	Med	< 1 day
2573	tkindschuh@ci.alamosa.co.us	MDT issue		2015-05-28 @ 09:41 am	2015-05-28 @ 05:28 pm	closed	Med	< 1 day
2574	smaestas@ci.alamosa.co.us	DS Control Point Install		2015-05-28 @ 04:55 pm		open	Med	10 days
2575	ccawley@ci.alamosa.co.us	new hires We will need prox cards for new hires		2015-05-28 @ 04:57 pm	2015-06-08 @ 08:25 am	closed	Med	10 days
2576	eflores@ci.alamosa.co.us	Card Printer problem		2015-05-29 @ 04:07 pm		open	Med	9 days
2577	staylor@ci.alamosa.co.us	Please remove Eric havelock-Bailie - today was his last day. I have his badge		2015-05-29 @ 06:04 pm	2015-06-01 @ 11:58 am	closed	Med	2 days

From: 2015-05-01 00:00:00

To: 2015-05-31 23:59:00

Inbound Traffic

Day	Rate Controlled	Blocked: Bad Recipient	Blocked: Spam	Blocked: Virus	Quarantined	Allowed: Tagged	Allowed	Total Received
2015-05-01	0	0	2480	0	0	0	750	3230
2015-05-02	0	0	1103	3	0	0	158	1264
2015-05-03	0	0	416	0	0	0	181	597
2015-05-04	0	0	740	10	0	0	854	1604
2015-05-05	0	0	3773	13	0	0	1070	4856
2015-05-06	0	0	1424	0	0	0	906	2330
2015-05-07	0	0	927	3	0	0	879	1809
2015-05-08	0	0	724	5	0	0	738	1467
2015-05-09	0	0	715	1	0	0	224	940
2015-05-10	0	0	1641	0	0	0	189	1830
2015-05-11	0	0	1004	6	0	0	851	1861
2015-05-12	4	0	1773	9	0	0	999	2785
2015-05-13	2	0	1434	6	0	0	976	2418
2015-05-14	2	0	1251	2	0	0	851	2106
2015-05-15	0	0	1974	0	0	0	684	2658
2015-05-16	0	0	455	0	0	0	163	618
2015-05-17	0	0	1737	0	0	0	164	1901
2015-05-18	0	0	1619	4	0	0	807	2430
2015-05-19	0	0	1822	22	0	0	951	2795
2015-05-20	0	0	1126	3	0	0	999	2128
2015-05-21	0	0	1952	0	0	0	936	2888
2015-05-22	0	0	2152	6	0	0	667	2825
2015-05-23	0	0	464	0	0	0	159	623
2015-05-24	1	0	488	0	0	0	203	692
2015-05-25	1	0	1579	0	0	0	220	1800
2015-05-26	0	0	2232	8	0	0	871	3111
2015-05-27	1	0	569	7	0	0	1026	1603
2015-05-28	0	0	693	1	0	0	886	1580
2015-05-29	0	0	823	0	0	0	839	1662
2015-05-30	0	0	2556	0	0	0	137	2693
2015-05-31	0	0	474	0	0	0	197	671
Total	11	0	42120	109	0	0	19535	61775

Outbound Traffic

Day	Rate Controlled	Blocked: Policy	Blocked: Spam	Blocked: Virus	Quarantined	Sent	Encrypted	Redirected	Authentication Failure	Total Received
2015-05-01	0	0	8	0	0	0	0	0	0	8
2015-05-02	0	0	7	0	0	0	0	0	0	7
2015-05-03	0	0	3	0	0	0	0	0	0	3
2015-05-04	0	0	0	0	0	0	0	0	0	0
2015-05-05	0	0	6	0	0	0	0	0	0	6
2015-05-06	0	0	1	0	0	0	0	0	0	1
2015-05-07	0	0	2	0	0	0	0	0	0	2
2015-05-08	0	0	2	0	0	0	0	0	0	2
2015-05-09	0	0	6	0	0	0	0	0	0	6
2015-05-10	0	0	7	0	0	0	0	0	0	7
2015-05-11	0	0	6	0	0	0	0	0	0	6
2015-05-12	0	0	14	0	0	0	0	0	0	14
2015-05-13	0	0	8	0	0	0	0	0	0	8
2015-05-14	0	0	7	0	0	0	0	0	0	7
2015-05-15	0	0	4	0	0	0	0	0	0	4
2015-05-16	0	0	8	0	0	0	0	0	0	8
2015-05-17	0	0	17	0	0	0	0	0	0	17
2015-05-18	0	0	13	0	0	0	0	0	0	13

Day	Rate Controlled	Blocked: Policy	Blocked: Spam	Blocked: Virus	Quarantined	Sent	Encrypted	Redirected	Authentication Failure	Total Received
2015-05-19	0	0	13	0	0	0	0	0	0	13
2015-05-20	0	0	9	0	0	0	0	0	0	9
2015-05-21	0	0	6	0	0	0	0	0	0	6
2015-05-22	0	0	6	0	0	0	0	0	0	6
2015-05-23	0	0	9	0	0	0	0	0	0	9
2015-05-24	0	0	15	0	0	0	0	0	0	15
2015-05-25	0	0	12	0	0	0	0	0	0	12
2015-05-26	0	0	4	0	0	0	0	0	0	4
2015-05-27	0	0	3	0	0	0	0	0	0	3
2015-05-28	0	0	3	0	0	0	0	0	0	3
2015-05-29	0	0	7	0	0	0	0	0	0	7
2015-05-30	0	0	3	0	0	0	0	0	0	3
2015-05-31	0	0	14	0	0	0	0	0	0	14
Total	0	0	223	0	0	0	0	0	0	223

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 5/1/2015 12:00 AM and 5/31/2015 8:10 AM on all computers sorted by name.

Total items detected on your networked computers

Viruses/spyware	3
Adware/PUA	5
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
5/5/2015 3:55:25PM	CXweb/ExpJS-BS	PC1128		Cleaned up
5/19/2015 1:00:19PM	CXweb/ExpJS-BS	PC1145	Global Group\CompWorkstation	Cleaned up
5/21/2015 8:51:37AM	Troj/ObfJS-FC	PC1097	Global Group\CompWorkstation	Cleaned up

Details of Adware/PUA detected on your networked computers

Time and date of the alert or event	Item Name	Computer	Group	Action Taken
5/28/2015 8:05:57AM	BProtector	PC1160	Global Group\CompWorkstation	Removed from quarantine list
5/28/2015 8:04:38AM	Browse Fox	PC1160	Global Group\CompWorkstation	Block
5/28/2015 8:05:57AM	Browse Fox	PC1160	Global Group\CompWorkstation	Removed from quarantine list
5/5/2015 11:43:17AM	PsExec	RMS	Global Group\CompServers	Acknowledged
5/4/2015 10:49:42PM	PsExec	RMS	Global Group\CompServers	Block

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 5/1/2015 12:00 AM and 5/31/2015 8:10 AM on all computers sorted by name.

Total items detected on your networked computers

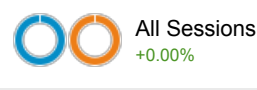
Viruses/spyware	3
Adware/PUA	5
Suspicious files/behavior	0
Application control	0
Blocked by firewall	0
Device control	0
Data control	0

Total

8

Overview

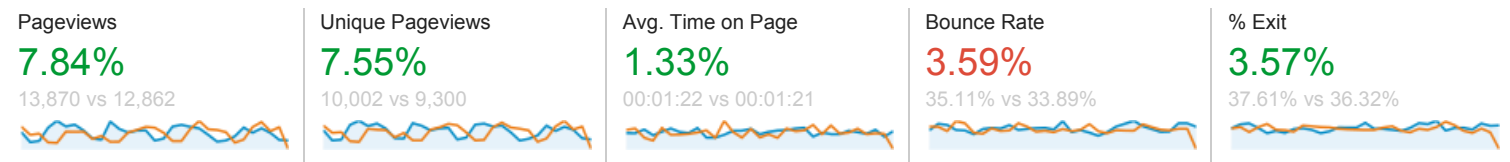
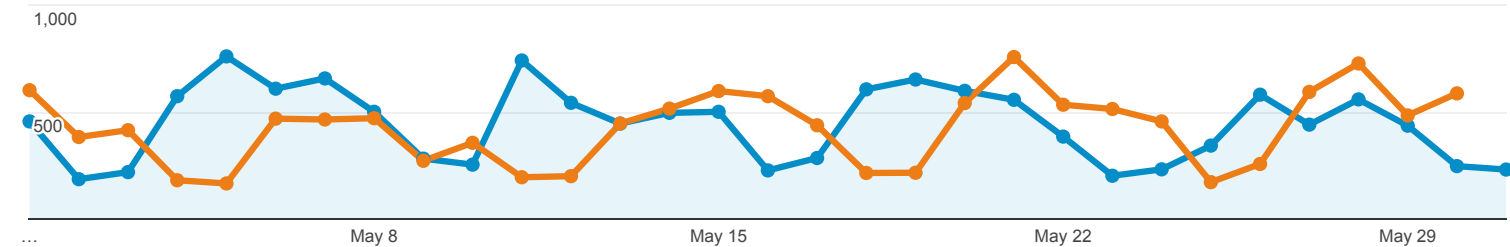
May 1, 2015 - May 31, 2015
Compare to: Apr 1, 2015 - Apr 30, 2015



Overview

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

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



Page	Pageviews	% Pageviews
1. /		
May 1, 2015 - May 31, 2015	4,720	34.03%
Apr 1, 2015 - Apr 30, 2015	4,277	33.25%
% Change	10.36%	2.34%
2. /finditfast/careers/		
May 1, 2015 - May 31, 2015	2,135	15.39%
Apr 1, 2015 - Apr 30, 2015	1,343	10.44%
% Change	58.97%	47.42%
3. /departments/police-department/		
May 1, 2015 - May 31, 2015	506	3.65%
Apr 1, 2015 - Apr 30, 2015	345	2.68%
% Change	46.67%	36.01%
4. /finditfast/		
May 1, 2015 - May 31, 2015	315	2.27%
Apr 1, 2015 - Apr 30, 2015	216	1.68%
% Change	45.83%	35.23%
5. /finditfast/living-in-alamosa/public-bids/		
May 1, 2015 - May 31, 2015	315	2.27%
Apr 1, 2015 - Apr 30, 2015	779	6.06%
% Change	-59.56%	-62.50%
6. /departments/building-department/		
May 1, 2015 - May 31, 2015	309	2.23%
Apr 1, 2015 - Apr 30, 2015	228	1.77%

Apr 1, 2015 - Apr 30, 2015		228		1.77%
% Change		35.53%		25.68%
7. /departments/public-works/				
May 1, 2015 - May 31, 2015		302		2.18%
Apr 1, 2015 - Apr 30, 2015		262		2.04%
% Change		15.27%		6.89%
8. /about-the-city-of-alamosa/				
May 1, 2015 - May 31, 2015		285		2.05%
Apr 1, 2015 - Apr 30, 2015		223		1.73%
% Change		27.80%		18.51%
9. /departments/utilities/				
May 1, 2015 - May 31, 2015		275		1.98%
Apr 1, 2015 - Apr 30, 2015		287		2.23%
% Change		-4.18%		-11.14%
10. /departments/city-clerk/				
May 1, 2015 - May 31, 2015		237		1.71%
Apr 1, 2015 - Apr 30, 2015		264		2.05%
% Change		-10.23%		-16.75%

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

Prepared and distributed 13 birthday cards.

Liquor Licensing:

- Sodexo – Renewal
- Hideaway - Renewal

Special Event Permits

- Christian Community Service Projects, Alamosa Round-Up Rodeo
- American Legion, Dickey Springer Post 113

CITY OF ALAMOSA

Page: 1

Report For May

1, 2015 Thru May

31, 2015

FILEDST

Violations by Filed Date...

CITY ORDINANCE	53	
TRAFFIC	102	
PARKING	3	
Total Filed Violations	158	

Completed Cases...

Paid Fine...

CITY ORDINANCE	5	
TRAFFIC	67	
PARKING	12	
Total Paid Fines	84	

Before Judge...

CITY ORDINANCE	3	
TRAFFIC	3	
PARKING	0	
Total Before Judge	6	
Total Completed	90	

Other Completed...

DISMISSED/PRESENTED INSURANCE

CITY ORDINANCE	0	
TRAFFIC	5	
PARKING	0	
Total	5	

DISMISSED BY JUDGE

CITY ORDINANCE	3	
TRAFFIC	0	
PARKING	0	
Total	3	

COMPLIANCE DISMISSAL

CITY ORDINANCE	8	
TRAFFIC	0	
PARKING	0	
Total	8	

DISMISSED/FOUND NOT GUILTY

CITY ORDINANCE	1	
TRAFFIC	0	
PARKING	0	
Total	1	

Total Other Completed	17	
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CITY OF ALAMOSA

Page: 2

Report For May

1, 2015 Thru May

31, 2015

FILEDST

Grand Total Completed 107

Net Difference Filed/Complete 51

Warrants...

Issued...

CITY ORDINANCE	10	
TRAFFIC	1	
PARKING	0	
Total Violations		11
Total Warrants Issued		11

Cleared...

CITY ORDINANCE	19	
TRAFFIC	1	
PARKING	0	
Total Violations		20
Total Warrants Cleared		20

Change in Total Warrants 9-

Other Paid Cases...

Paid Fine...

Total Other Paid Fines 73

FINE FINE	\$13,756.12
TP SERVICE CHARGE	\$237.34
DEFER DEFERRED FEE	\$250.00
WF WARRANT FEE	\$212.60
LATE LATE FEE	\$51.55
VA VICTIMS ASSISTANCE	\$366.11
CCOST COURT COSTS	\$1,065.28
REST RESTITUTION	\$155.00
DF DISMISSAL FEE	\$10.00
Total Fees/Fines Paid	\$16,104.00

HUMAN RESOURCES MONTHLY REPORT

MAY 2015

New Employees:

Vicente Apodaca	Seasonal Maintenance Worker 1	Parks & Recreation
Brianna Corona	Sports Official	Parks & Recreation
Brooke Decker	Sports Official	Parks & Recreation
Susanna Gallegos	Deputy Municipal Clerk	City Clerk
Mallory Grimsrud	Seasonal Maintenance Worker 1	Parks & Recreation
Nathaniel Henry	Seasonal Maintenance Worker 1	Parks & Recreation
Don Mendoza	Recreation Instructor	Parks & Recreation

Changes in Position:

Amber Garcia	Police Officer
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Exiting Employees:

Michaela Romero	Executive Administrative Assistant	City Manager
Ashley Perea	Administrative Assistant	Public Works
Erich Havelock-Bailie	Library Assistant	Park & Recreation

Workers Compensation

One claim



Alamosa Police Department

May 2015 Month End Report

Part 1 Crime Category	March 2015	April 2015	May 2015	May 2014	Raw # Change	Year to Date
Part 1 Violent Crimes						
Homicide	0	0	0	0	0	0
Sexual Assaults	3	1	0	0	0	4
Robbery	1	0	0	2	-2	2
Aggravated Assault	2	2	0	1	-1	6
Total Violent Crimes	6	3	0	3		12
Part 1 Property Crimes						
Burglary	12	5	12	7	5	47
Larceny	39	47	47	60	-13	253
Vehicle Theft	0	1	5	0	5	8
Total Property Crimes	51	53	64	67	-1	308
Total Part 1 Crimes	57	56	64	70	-1	320
Miscellaneous Offenses						
Domestic Violence	9	8	13	7	6	46
Simple Assault	4	9	16	6	10	44
Drug Related	9	16	14	10	4	52
Liquor Laws	0	0	3	1	2	11
Harassment	14	8	6	6	0	44
DUI/DWAI/DUID	19	7	14	8	6	56
Arson	0	0	1	0	1	1
Traffic Related						
Traffic Accidents	27	38	27	19	8	152
Fatal	0	0	0	0	0	0
Injury	1	7	2	2	0	19
Property Damage	26	31	25	17	8	133
Community Service Ofc.						
Dogs picked up	13	16	8	15	-7	55
Animal Bites	2	3	0	2	-2	7
Barking Dog Complaints	3	2	0	2	-2	8
Wildlife Calls	7	3	6	4	2	32
Weed/Trash Removal	21	12	149	71	78	270
Snow Removal	33	0	0	0	0	169
Junk Vehicles	4	1	0	8	-8	15
Abandoned Vehicles	0	1	3	0	3	6
Summons Issued	12	14	1	11	-10	52
Calls for Service	148	193	148	111	37	773

Submitted by: Duane Oakes, Chief of Police



CREATING COMMUNITY THROUGH PEOPLE, PARKS, AND PROGRAMS

PARKS/CEMETERY

- **Cemetery Activities**

	<u>May</u>	<u>Total 2015</u>	<u>Total 2014</u>
Graves opened & closed	5	16	24
Graves set up services	5	16	24
Graves raised to grade	4	19	45
Cemetery single spaces sold	7	18	18
Stones leveled	6	7	8
Columbarium Niches sold	0	0	0
Disinterment	0	0	0

- **Tree Related Activities**

	<u>May</u>	<u>Total 2015</u>	<u>Total 2014</u>
Trees Pruned/Trimmed	7	12	12
Tress Planted	17	21	27
Trees Moved	4	5	0
Trees Removed	1	1	0

- **Park Activities**

- Worked accomplished:

- Parks

- Started seasonal mowing
- Relocated one choke cheery tree
- Replaced broken posts on split rail fences
- Replaced bad sprinkler heads
- Boyd Park
 - Plant one tree
- Cole Park
 - Planted six trees
 - Replaced broken seat on picnic table
- Lee Fields Dog Park
 - Installed potable water line

- Other

- Planted one tree on Main Street
- Assisted with the Future Stars Track meet
- Cut weed in medians
- Moved gym equipment to storage
- Installed new vac blower on Hustler mower deck
- Lined soccer fields
- Put up and took down banners
- Tilled dirt and planted flowers at entrance way by train and bridge
- Tilled flower beds on Main Street and planted flowers
- Sprayed for weeds weather permitting
- Secondary Stage
 - Welded and added braces

- Cemetery
 - Cleaned, mowed, tilled, and trimmed
 - Planted 9 trees in new sections
 - Prepped for Memorial Day
 - Replaced ropes on flag poles

RECREATION

Youth Programs

- **Junior Golf Program at the Cattails Municipal Course (June 2 – July 9)** ([info](#))

Rec Center/Library Closure Dates

- **Independence Day** (Friday, July 3 and Saturday, July 4)

Upcoming Community Events

- **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.
- **ALMA - Alamosa Live Music Association, Cole Park** www.almaonline.org
 - Sundays at 6 Summer Concert Series begins June 28th

Rec Center Revenue

	<u>May</u>	<u>April</u>	<u>March</u>	<u>February</u>	<u>January</u>
Courses	22,092.00	9,543.00	11,059.00	5,691.00	3,266.00
Facility Rentals	1,535.00	1,980.00	1,035.00	795.00	790.00
Membership	4,894.96	3,880.63	5,718.46	5,151.59	5,450.00
Merchandise	<u>2,634.00</u>	<u>19,513.50</u>	<u>5,319.50</u>	<u>10,654.50</u>	<u>8,256.51</u>
	\$31,155.96	\$34,917.13	\$23,131.96	\$22,292.09	\$17,762.51

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
 April 2014 12,064
 May 2014 7,993
 June 2014 7,859
 July 2014 9,069
 August 2014 6,796
 September 2014 6,742
 October 2014 9,245
 November 2014 10,609
 December 2014 9,664
113,022

Average per Month: 9,419

March 2015 10,970
 April 2015 9,912
 May 2015 7,866
 June 2015
 July 2015
 August 2015
 September 2015
 October 2015
 November 2015
 December 2015
49,374

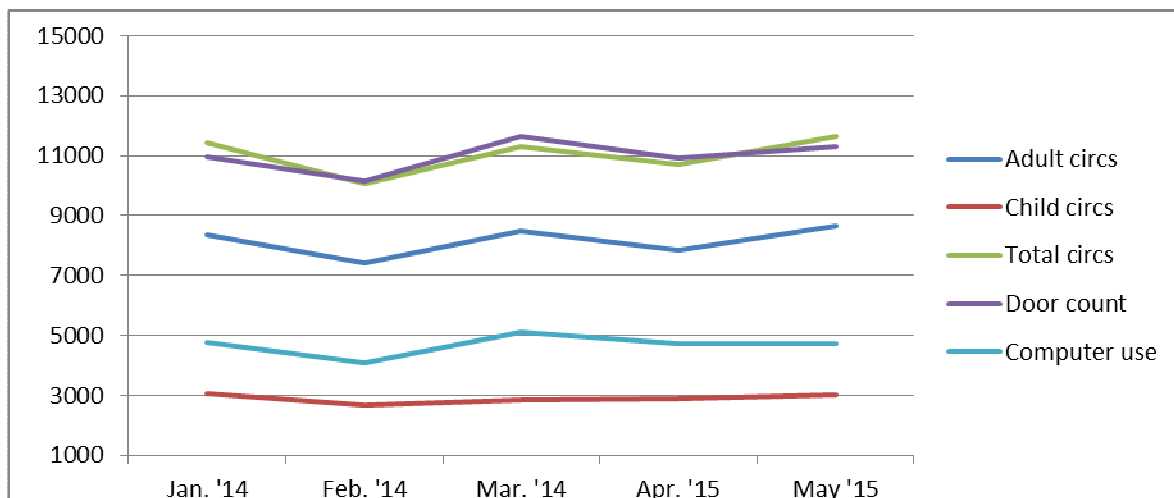
Average per Month: 9,875

Library Manager Report – May 2015

Library Stats

Website Counter					
	May	Apr	Mar	Feb	Jan
Page Loads	2,134	2,145	2,152	2,050	2,124
Visits	1,258	1,238	1,346	1,189	1,248
1 st Time Visitors	920	814	899	733	809
Returning Visitors	338	424	477	456	439

MONTHLY STATISTICS SUMMARY					
	May	Apr	Mar	Feb	Jan
Adult Cirs	8,651	7,833	8,465	7,406	8364
Child Cirs	3,012	2,889	2,836	2,654	3062
Total Cirs	11,663	10,722	11,301	10,060	11426
Hours Open	261	274	282	241	272
Cirs per hour	44.7	39.1	40.1	41.7	42.0
CLC Cirs	2,582	2,691	2,674	1,911	2551
Door Count	11,292	10,931	11,626	10,139	10955
Computer Use	4,715	4,717	5,098	4,101	4751
OneClick digital	75	71	34		63
3M e-books	137	85	148	128	133
TumbleBooks	13	41	14	40	17
PebbleGo	5	11	18	2	10



Collection Development:

Staff added 369 new materials to the library collection in May: 206 books, 82 magazines, 4 audiobooks, 27 music CD's, and 77 DVDs. This process includes purchasing, cataloging, and material processing. 130 materials were discarded.

Staff announcements

We had 4 volunteers in May who worked 115.25 hrs. filing for ILL and misc. tasks including creating 881 Obit PDF files. One of these, Bobbie Chapman is a volunteer that comes 1x a year for several weeks and donates her time to the library.

Community Involvement



- Movie Night April 10th 'Tinker Bell & the Legend of the Neverbeast'. We had 16 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 May 2nd, 2015. The next Alamosa Origami club SaLVO workshop will be June 6, 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: 13 members attended the May 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 their first Book Sale of the year in May. They profited over \$600 for a one day sale.

Children's Services Monthly Report

MAY OVERVIEW: May was super busy getting ready for our superhero summer reading program! We had a school visit from Ft. Garland – approximately 18 kids and 5 adults – this was not a scheduled tour. They came and did their own visit.

- ✓ **Storytime Fridays** – No storytime during May. I know we all missed it, but it was helpful to have a break while putting together summer reading.
- ✓ **Featured Author** – Iza Trapani was born in Warsaw, Poland, where she lived until she was seven years old. Although her family of six lived in a tiny one-bedroom apartment, she has fond memories of that time, when her parents fostered a life-long appreciation for books, art, and music. Iza learned to read before she started school and was always encouraged to draw, even though she would take over the entire dining table with her papers and pencils. When Iza was seven, her mother traveled to America to visit her sister. At the time, whole families were not allowed to leave Communist Poland, so Iza's mother took her, the youngest. Their visit turned into a permanent stay. It wasn't until after she married and became a U.S. citizen that Iza felt she could travel to Poland without fear of deportation. Twenty-five years passed before she was reunited with her siblings. Over the years, Iza continued to draw and paint. She wanted more

than anything to create children's picture books. Crossing paths with a turtle in the woods inspired her first book - What Am I?



An Animal Guessing Game. Since then Iza has written and illustrated several books for children including the best-selling Twinkle, Twinkle, Little Star, The Itsy Bitsy Spider, and Baa Baa Black Sheep. Inspired by nature, children and animals, Iza has an endless wellspring of stories and ideas to share with young



God Magic! - Ms. Becky

Heat & Water

Space Ghost

Water & sun

By developing

I had to scan this response to get the full effect...



readers. "Known for her beautiful illustrations and adaptations of classic nursery rhymes and stories, Ms. Trapani has a large body of work that delights both children and adults. With titles such as Shoo Fly, Row Row Row Your Boat, The Itsy Bitsy Spider and Twinkle, Twinkle, Little Star, she brings to life the stories we fell in love with."

- ✓ **Special Interest Display** – Gardening. Using Judith's gardening display pieces, I set up our SID with a gardening theme. The activity sheets were very popular. I also advertised VEGI's Garden Camp and the community gardening nights.
- ✓ **Kids' Q & A** – "How Does a Tiny Seed Grow into a Plant?" I thought we'd get more super fantastic and funny responses, but I guess our kids are too smart!
- ✓ **Summer Reading 2015** – As of June 3rd at 2 p.m., we have 120 readers registered! I had 10 volunteers for 33 combined hours helping to get ready.

- ✓ **Community Partnerships** – I had the opportunity to embark on two significant partnerships this month. The first is with RMSER (Head Start – all over the Valley.) The second is with the Save the Children program. RMSER does various programming with and for their families throughout the summer. One of the things they are doing is giving them a homework paper that they can turn in when they visit the library for summer reading. They made up a smart-looking box with their logo and information on it, and all I have to do is keep it handy for families to put in their forms.

Save the Children, coordinated by Azineth Heredia, has asked me to serve on their IAL Grant Steering Committee. They received a nationwide grant that they oversee for the Valley with the main purpose of aggressively promoting early literacy in our community. Part of the grant calls for events to take place as well as a sort of flagship project. We have just begun meeting. Our first event will be during Summerfest.

I've been to one meeting so far, and already I've made important



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

connections I may not have otherwise made. The commitment at its basic level is to attend one meeting per month. Additionally, I will help with events as I can and will be a part of the project. Other people on the committee include teachers, medical professionals, law enforcement, business owners, school librarians and other early literacy community stakeholders.

This couldn't have come at a better time since my last annual review was just in March where we identified nurturing community partnerships as part of my goals for the year.

Becky Steenburg
Children's Librarian

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Approve Exclusive Right to Buy Contract with Stillwater Resources

Recommended Action:

Approve the Right to Buy Contract

Alternatives:**Fiscal Impact:**

Using a broker to pursue water rights results in increased expense, here between 5-7% of the purchase price depending on size of purchase. However, the City does not have the resources or experience to pursue acquisition on its own.

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Award of Bid - Digital Ally In-Car Video System, Interview Room System and Body Worn Cameras

Recommended Action:

That Council awards this bid to Digital Ally, Inc. in the amount of \$157,096.

Background:

A Request for Bids for the DIGITAL ALLY IN-CAR VIDEO SYSTEM, INTERVIEW ROOM SYSTEM AND BODY WORN CAMERAS was advertised with (1) one bidder responding:

Digital Ally, Inc.

\$157,096

Digital Ally, Inc. has been in business since 2004. The company was started and is devoted to developing the latest technology for the law enforcement, security and Homeland Security markets. After reviewing many different possible systems we focused in on three manufacturers before recommending we utilize this manufacturer. The three manufacturers were L3 Equipment, Watchguard Equipment and Digital Ally Equipment. L3 Equipment utilized server software that could not be supported by IT at this time and Watchguard equipment did not have the functionality we were looking for (Specifically its body camera was too large and heavy, and did not appear rugged). Digital Ally, Inc. had the only equipment that meets all our requirements. This equipment is sold by many other retailers; however the manufacturer was the only responding vendor. The bid for the Digital Ally equipment was also the least expensive of the three options considered. The L3 Equipment was on the order of \$215,000, and the Watchguard equipment was on the order of \$200,000.

Issue Before the Council:

Does Council wish to award the bid to Digital Ally, Inc. the lowest responsible and responsive bidder?

Alternatives:

Award the bid to Digital Ally, Inc. as the lowest responsible and responsive bidder; or reject all bids and provide staff further direction.

Fiscal Impact:

In the CIP, \$260,000 was budgeted for the MVR replacement project this year. \$66,663.38 was applied to server equipment and software required for the project. If this bid is awarded as presented, we will realize a net savings of \$36,240.62 over the budgeted amount.

Legal Opinion:

City Attorney will be present for comment.

Conclusion:

Digital Ally, Inc. has 11 years of experience in developing the latest technology for law enforcement, security and Homeland Security markets. After a very detailed review on technology currently available, this technology appears to be a great solution for us.

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Award of Bid, 2015 Water/Sewer Service Truck

Recommended Action:

That Council award the bid for the 2015 Water/Sewer Department Service Truck to Spradley Barr Ford of Greeley Colorado, in the amount of \$34,236 as the lowest responsible and responsive bidder.

Background:

The Water and Sewer Department maintain two service vehicles, both were purchased in 2002 and each has nearly 180,000 miles. One was replaced last year with a 2015 Dodge 4500 with a heavy crane to allow safer lifting of our heavier pumps. This year the second service truck, a Chevrolet ¾ ton crew cab with utility bed is scheduled to be replaced with a truck built to an essentially identical configuration. Staff released a request for quotations and received bids from 5 different dealers, those results are listed below for your review and consideration:

·	Spradley Barr Ford, Greeley	\$34,236
·	Korf Continental, Julesburg	\$35,172
·	Bob Moore Ford, Oklahoma City	\$36,343
·	Daniels Long, Colorado Springs	\$35,261
·	Morehart Murphy, Durango	\$36,113

Originally \$30,000 was budgeted for this purchase, we managed to purchase the Water Department backhoe \$5,305 under budget, when this balance is applied to the truck budget we will purchase both pieces of equipment at a savings of \$1,069 under the original budgeted amounts.

Issue Before the Council:

Does Council wish to award the bid to Spradley Barr Ford of Greeley in the amount of \$34,236 as the lowest responsible and responsive bidder?

Alternatives:

Council may award the bid to Spradley Barr Ford as the lowest responsible and responsive bidder; Council may award the bid to one of the other bidders; or Council may reject all bids and provide staff with further direction.

Fiscal Impact:

If the budget savings realized on the water department backhoe is added to the budgeted funds for this purpose, we will realize a savings of \$1,069 on the purchase of both pieces of equipment.

Legal Opinion:

City Attorney will be present for comment.

Conclusion:

The replacement of the second water/sewer service truck has been planned for at least two years and has become necessary as the current truck has been used beyond its expected service life.

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

First Reading, Ordinance No. 9-2015, An Ordinance Amending Section 2-184(e) of Article VI, Chapter 2 of the Code Of Ordinances of the City of Alamosa, Modifying Bidding Procedures

Recommended Action:

That Council approve on first reading Ordinance No. 9-2015 amending section 2-184(e) of the City of Alamosa Code of Ordinances, concerning contracting preference and set the matter for public hearing on July 15, 2015.

Background:

The current ordinance identifies the need to provide preference to local bidders and suppliers but the criteria used to determine that preference has been problematic and difficult at times to determine. This amendment will change that criteria from distance(s) from City Hall to what staff feels is a more intuitive and logical method of determining which level of preference to provide by tying the location of the bidder to municipal boundaries. This amendment will provide a 7 percent preference to bidders located within the city limits; a 5 percent preference to bidders outside of the city limits but within Alamosa County; and a 3 percent preference to bidders outside of Alamosa County but still within the remaining five counties in the San Luis Valley (Rio Grande, Conejos, Costilla, Saguache, and Mineral). Alamosa has developed and grown in such a manner since the original creation of this ordinance in 1995 that without change, we could potentially give preference over a contractor within the city to a contractor outside of the city limits.

Issue Before the Council:

Does Council wish to amend Ordinance No. 9-2015 amending section 2-184(e) of the City of Alamosa Code of Ordinances, concerning contracting preference?

Alternatives:

Council can approve the ordinance on first reading and set it for a public hearing or Council may decline to approve the ordinance on first reading with or without providing staff further direction.

Fiscal Impact:

No significant fiscal impact is anticipated as it is common for us to apply these preferences, this amendment will simply change the way these preferences are determined.

Legal Opinion:

The City Attorney will be present for comment.

Conclusion:

Local preference clauses are common in municipal contracting, this amendment will provide a more logical and intuitive set of criteria to determine the level of preference to apply.

ATTACHMENTS:

Description

Type

ORDINANCE NO. 9-2015

AN ORDINANCE AMENDING SECTION 2-184(e) OF ARTICLE VI, CHAPTER 2 OF THE CODE OF ORDINANCES OF THE CITY OF ALAMOSA MODIFYING LOCAL PREFERENCE CRITERIA

WHEREAS, the purchasing agent shall solicit Alamosa and San Luis Valley firms to submit bids to the city through local advertising and other suitable methods; and

WHEREAS, it is in the best interest of the city to contract with local suppliers to maximize follow-up services such as warranty work, training, service, support, or the need for additional parts where delivery is a consideration; and

WHEREAS, the city desires to support local business enterprise so long as the quality and quantity of work required by the city maintains acceptable standards; and

WHEREAS, the existing ordinance concerning local preference criteria ties preferences to distance from City Hall rather than to location within or near the City, and such existing criteria are both difficult to apply and not directly related to the goals set forth above,

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

Section 1. Section 2-184(e) of Article VI, Chapter 2 of the Code of Ordinances of the City of Alamosa, Colorado, is hereby amended to read in its entirety as follows:

The purchasing agent of the City of Alamosa shall solicit Alamosa firms and San Luis Valley firms to submit bids to the city through local advertising and other suitable methods. When any of the following considerations apply to any procurement, the purchasing agent shall give a preference to bidders based on the relation between the bidder's location and the City of Alamosa; need for the supplier to be available to provide service, need for follow-up training, service, or other support, when repairs or replacements done by the original bidder will be done under a warranty provided by the original bidder; need for additional parts where delivery is a consideration. The purchasing agent shall give preferences according to the following schedule: A preference of up to seven (7) percent for those bidders with the pertinent portion of its operations (i.e. "are located") located within the city limits of the City of Alamosa; a preference of up to five (5) percent to those bidders who are located outside the municipal boundaries but within Alamosa County; and a preference of up to three (3) percent to those bidders who are located elsewhere in the San Luis Valley.

Section 2. General Repealer. All acts, orders, ordinances, resolutions, or portions thereof in conflict herewith, are hereby repealed to the extent of such conflict.

Section 3. 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 4. 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 5. 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 1st day of July, 2015, and a public hearing hereon fixed for the 15th day of July, 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

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Public Hearing on Resolution No. 8-2015 Regarding Final Plat, River Trece Two – Phase 5

Recommended Action:

That Council conduct a public hearing and unless evidence to the contrary is presented at the hearing, approve the final plat of River Trece Two – Phase 5 as per Planning Commission's recommendation by passing Resolution No. 8-2015 conditional on the submission of the attached Subdivision Improvement Agreement or as amended in agreement with the City.

Background:

The proposed subdivision is a logical and expected extension of River Trece Two – Phase 4 and is in substantial compliance with the previous preliminary approval. This subdivision is compatible with existing development in the area and will provide needed vacant residential lots in this area of the city.

Issue Before the Council:

Does Council wish to approve this final plat as per Planning Commission Recommendation?

Alternatives:

Council can approve the plat as presented, approve with conditions or modifications, or deny the final plat with or without referral back to the Planning Commission.

Fiscal Impact:

No significant fiscal impact is anticipated.

Legal Opinion:

City Attorney will be present for comment.

Conclusion:

The proposed subdivision is the expected extension of River Trece Two – Phase 4 and is in substantial compliance with the previous preliminary approval.

ATTACHMENTS:

Description	Type
❏ Resolution No. 8-2015	Resolution Letter
❏ Draft Subdivision Improvement Agreement	Backup Material
❏ Signature Page	Backup Material
❏ Staff Rec. Planning Commission	Backup Material
❏ Application	Backup Material
❏ Plat	Backup Material
❏ Planning Commission Minutes	Backup Material

RESOLUTION NO. 8-2015

**A RESOLUTION APPROVING THE FINAL PLAT OF RIVER TRECE TWO –
PHASE 5, A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER
OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 10 EAST, NEW MEXICO
PRINCIPAL MERIDIAN, CITY OF ALAMOSA, ALAMOSA COUNTY,
COLORADO.**

WHEREAS, the owners of the subject property, lying generally west of Lakewood Drive and south of Marsha Lane, City of Alamosa, State of Colorado, have requested that the final plat of River Trece Two – Phase 5 as depicted on the attached exhibit A be approved; and

WHEREAS, the requested plat is in accordance with Alamosa City Code; and

WHEREAS, this plat is compatible and in line with other platted properties within the area; and

WHEREAS, all necessary infrastructure and utilities are being installed as per the attached Draft Subdivision Improvement Agreement and the City Standard Construction Specifications and Details; and

WHEREAS, the Planning Commission of the City of Alamosa has unanimously recommended that this subdivision be approved;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALAMOSA, COLORADO that the final plat of River Trece Two – Phase 5, City of Alamosa, State of Colorado as herein depicted on exhibit A, be approved.

ADOPTED this 1st day of July, 2015.

CITY OF ALAMOSA

By: _____
Josef P. Lucero, Mayor

ATTEST:

Holly Martinez, City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT

This Subdivision Improvement Agreement is made and entered into this _____ day _____ of _____ by and between the CITY OF ALAMOSA, a Colorado municipal corporation (“City”) and Regas Chefas (referred to “Subdivider”)

1. Recitals. The parties agree that each of the following statements is true and is a material part of this Agreement.

A. Subdivider has obtained approval from the City to subdivide property for a new subdivision to be known as River Trece Two – Phase 5, as depicted on attached Exhibit “A”.

B. Pursuant to the City’s Subdivision Regulations (Section 17-49, (5), Guarantee of Public Improvements), the final plat shall not be recorded until the subdivider has submitted and the City has approved a Subdivision Improvement Agreement which guarantees the subdivider will construct any required public improvements shown in the final plat documents and has delivered to the City collateral which is sufficient in the judgment of the City to make provision for the completion of said improvements in accordance with the City’s regulations, and in a time and manner specified in this agreement.

C. The City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements within the Subdivision and thereby limiting the harmful effects of substandard subdivisions or incomplete subdivisions which leaves property undeveloped and unproductive.

D. The purpose of this Agreement is to protect the City from the cost of completing subdivision improvements itself, and is not executed for the benefit of contractors, laborers, or others providing work services or materials to the Subdivision or for the benefit of lot or property owners or buyers within the Subdivision.

E. As consideration for the approval by the City of the final plat for the Subdivision, Subdivider agrees to construct certain hereinafter described public improvements within the Subdivision in accordance with, and subject to, the terms, conditions, and requirements of this Agreement.

2. Construction Of Public Improvements. The Subdivider covenants and agrees with the City to plan, design, engineer and construct, at Subdivider’s sole cost, those public improvements (including required utility services) for the Subdivision as described on attached Exhibit “B”. The Improvements shall be constructed strictly in accordance with the City-approved plans and specifications for the Subdivision

3. Timetable For Construction Of Public Improvements.

3.1 Time Of Essence. City and Subdivider mutually agree that time is of the essence and

that timely performance by the Subdivider shall be an essential part of this Agreement.

3.2 Construction Schedule. Subdivider shall construct the Improvements in strict accordance with the schedule described on the attached Exhibit "C". Any failure by the Subdivider to commence or complete the construction of the Improvements in strict compliance with the schedule established in Exhibit "C" shall constitute a default by Subdivider and shall entitle the City to proceed in accordance with the provisions of Paragraph 13 of this Agreement. Once begun, Subdivider shall not cease construction activities for any period of more than 60 consecutive days, except for delays occasioned by winter weather conditions, without the City's prior written approval.

3.3 Subdivider's Obligation Not Contingent. The Subdivider's obligation to complete the Improvements shall arise upon the recording of the final plat of the Subdivision, shall be independent of any obligations of the City contained herein, and shall not be conditioned on the commencement of construction or sale of any lots or improvements within the Subdivision.

3.4 Force Majeure. If Subdivider is delayed in commencing or completing construction of the Improvements, as required herein, by reasons of strikes or other labor troubles, unavailability of materials, national emergency, any rule, order or regulation of any governmental authority, or other similar cause not within Subdivider's control, and if prompt written notice of said cause of delay shall be given to City by Subdivider, then the time for Subdivider to commence or complete construction, as the case may be, shall be deemed extended by the period of time during which said cause of delay shall continue.

4. Construction Standards. The Improvements shall be constructed in accordance with all applicable laws, ordinances, codes, regulations and standards, including, without limitation, the City of Alamosa Standard Construction Specifications, 2012 and the applicable standards and criteria of all other City rules and regulations and those of all applicable utility providers.

5. Quality Of Construction; Warranty.

5.1 Quality Of Construction. The construction of the Improvements shall be done in a good and workmanlike manner.

5.2 Warranty. The Subdivider warrants that the Improvements, each and every one of them, shall remain free from defects for a period of one (1) year from the date that the City provides final acceptance of the Improvements as provided in Paragraph 7 and Subparagraph 10.2, and 10.4 of this Agreement. During such one (1) year period any defect determined to exist with respect to such Improvements shall be repaired or the Improvement replaced, at the City's option, at the sole cost of the Subdivider. City shall have no obligation with respect to the Improvements until they have been accepted by the City in accordance with Subparagraphs 10.2 or 10.4.

5.3 Notice Of Default; Cure Period. Except as provided in Subparagraph 5.4 with

respect to emergency repairs, the City shall provide written notice to the Subdivider if inspection reveals that any Improvement is defective for any reason. The Subdivider shall have 30 days from the giving of such notice to cure the defect. Such 30 day time limit may be extended by the City if City determines that such defect cannot reasonably be cured within such 30 day period. In the event Subdivider fails to cure the defect in the Improvements within the 30 day period, or any extension thereof granted by the City, City may declare a default under this Agreement without further notice. No notice shall be required with respect to emergency repairs except as provided in Subparagraph 5.4,

5.4 Emergency Repairs If, at any time it appears that the Improvements may be significantly damaged or destroyed as a result of a bona fide emergency, the City shall have the right, but not the duty, to enter upon the Property and perform such repairs and take such other action as may be reasonably required in the City's judgment to protect and preserve the Improvements. City shall have no duty to inspect the Property to identify emergency situations which may arise. Prior to taking any action pursuant to this Subparagraph 5.4, City shall make a reasonable effort to locate Subdivider and advise it of the existence and nature of the emergency. The reasonableness of City's efforts to locate Subdivider shall be determined based upon the nature of the emergency and the City's efforts to locate and notify the Subdivider. If, after reasonable efforts, Subdivider cannot be located, City shall have the right to enter Property and perform any needed emergency repairs as herein provided, and, upon demand and a presentation of costs, Subdivider shall reimburse City for the costs of such emergency repairs. Failure of Subdivider to pay to the City 15 days following demand the costs of such emergency repairs shall constitute a default as provided in Subparagraph 11(G) of this Agreement.

6. Compliance With Law And Subdivision Permit.

6.1 Compliance With Law. When fulfilling its obligations under this Agreement the Subdivider shall comply with all relevant laws, ordinances, and regulations in effect at the time of final Subdivision plat approval. The Subdivider shall also be subject to laws, ordinances and regulations that become effective after final plat approval to the extent permitted by applicable Colorado law.

7. Transfer Of Title To Improvements.

7.1 Dedication On Plat. The Subdivider shall dedicate such of the Improvements as may be requested by the City by appropriate language on the face of the final plat of the Subdivision. Such dedication shall be made free and clear of all liens, encumbrances and restrictions.

7.2 Conveyance Of Improvements Other Than By Dedication On Plat. As to any of the Improvements which have not previously been dedicated on the final plat of the Subdivision, such Improvements shall be conveyed to the City, or other appropriate governmental entity, by general warranty deed (if real estate) or by bill of sale with full warranty of title (if personal property), free and clear of all liens, encumbrances and restrictions upon the determination of the City Engineer that such Improvements have been satisfactorily completed and that acceptance of

such Improvements by the City is proper in accordance with the provisions of Subparagraph 10.1. Conveyance of such Improvements shall be made by an instrument acceptable as to form and substance to the Alamosa City Attorney.

8. Performance Guarantee. The estimated cost of constructing the Improvements, as determined by the City of Alamosa Public Works Director, is \$_____ as shown in the attached exhibit "D". Accordingly, Subdivider has posted the following with the City as a guarantee of the performance of its obligations hereunder including its obligation with respect to the one (1), year warranty period provided in Subparagraph 5.2 hereof ("Performance Guarantee"):

(X) Irrevocable Letter of Credit _____, amount not to exceed _____.

() A cash bond in the amount of \$_____.

Such Performance Guarantee shall remain in effect and shall be renewed by the Subdivider as necessary until released by the City in accordance with the provisions of Paragraph 9 of this Agreement. Corporate Surety Bonds may be renewed, extended or replaced by other acceptable corporate surety bonds so long as continuous bond coverage is determined to exist by the City. The City shall use the Performance Guarantee, or any funds realized from the Performance Guarantee, only for the purposes of completing the Improvements, correcting defects in or associated therewith, and removing any liens associated with the Improvements, including actual legal, planning, consulting, and engineering expenses incurred by the City.

9. Release Of Performance Guarantee.

9.1 When Released. The Subdivider's Performance Guarantee described in Paragraph 8 shall be released and returned to the Subdivider, without interest thereon, only at such time as the City determines, in its sole discretion, that all of the Improvements have been properly constructed or installed and the one-year warranty period provided for in Subparagraph 5.2 has expired. The City may, in its sole discretion, and upon the request of the Subdivider made in accordance with Subparagraph 9.2, partially release the Performance Guarantee so long as the amount of the Performance Guarantee at all times equals or exceeds 100% of the estimated cost to complete the remaining Improvements, plus 10% of the construction cost of any previously completed Improvements. There shall be no reduction in the amount of the Performance Guarantee if the Subdivider is in default under this Agreement.

9.2 Request For Partial Release Of Performance Guarantee. Subdivider may make periodic requests for the partial release of the Performance Guarantee in accordance with the provisions of this Subparagraph 9.2. All such requests shall be in writing, shall be for a reduction of at least \$25,000, and shall be accompanied by an invoice(s) for the portion of the work reflected in the request. No more than one request for a partial release of the Performance Guarantee may be submitted each three months.

10. Acceptance Of Improvements; City's Obligation To Provide Maintenance.

10.1 Acceptance Of All Public Improvements. Acceptance of all public Improvements, including, streets, curbs, gutter, water distribution lines, drainage facilities and other similar Improvements by the City shall be evidenced by a letter of acceptance signed by the City's Director of Public Works after the following:

A. The Improvements have been satisfactorily completed in accordance with the approved Plans and Specifications for the Subdivision;

B. The Improvements have been inspected by the City and certified to be correct by a registered engineer, licensed to practice in the State of Colorado;

C. As to any of the Improvements not dedicated on the face of the plat, the Subdivider has delivered to the City instruments conveying such Improvements to the City in accordance with Paragraph 7, together with a policy of title insurance demonstrating to the satisfaction of the City Attorney that the City is or will be the owner of such Improvements free and clear of all liens, encumbrances or restrictions, and

D. Where the Improvements will be placed in public easements, proof that all necessary easements are in existence.

Acceptance of the Improvements does not constitute a waiver by the City of the right to draw on the Performance Guarantee to remedy any defect in or failure of the Improvements that is detected or which occurs after the acceptance of the Improvements, nor shall such acceptance operate to release Subdivider from its warranty as herein provided. Written determination of acceptance or non-acceptance shall be made by the City's Director of Public Works within 30 days of receipt of notice from Subdivider of completion of those requirements as set forth herein above.

10.2 Subdivider's Obligations To Provide Street Maintenance Until such time that the Subdivider has written acceptance for full maintenance signed by the City's Director of Public Works, the Subdivider is fully responsible for the maintenance of the Street Improvements constructed as a component of the Subdivision. Any faulty curb and gutter, pans, unsuitable street cuts, chuck holes, etc. will be corrected by the Subdivider prior to the City's final acceptance. Written determination of acceptance or non-acceptance shall be made by the City's Director of Public Works within 30 days of receipt of written notice from the Subdivider that the improvements are complete and ready for consideration of acceptable as required herein.

11. Default. The following conditions, occurrences or actions shall constitute a default by the Subdivider under this Agreement:

A. Subdivider's failure to commence construction of the Improvements

within the time specified in Exhibit "C";

B. Subdivider's failure to complete construction of the Improvements within the time specified in Exhibit "C";

C. Subdivider's failure to cure the defective construction of any Improvement within the applicable cure period;

D. Subdivider's failure to perform work on the Improvements for a period of more than 60 consecutive days, once work has begun, except for delays occasioned by Force Majeure or by winter weather conditions, without the prior written approval of the City;

E. Subdivider's insolvency, the appointment of a receiver for the Subdivider or the filing of a voluntary or involuntary petition in bankruptcy respecting the Subdivider; or

F. Foreclosure of any lien against the Property or a portion of the Property or assignment or conveyance of the Property in lieu of foreclosure prior to the acceptance of the Improvements to the City as provided in Subparagraph 10.1.

G. Subdivider's failure to pay to City upon demand the cost of emergency repairs performed in accordance with Subparagraph 5.4 of this Agreement.

H. Failure by the Subdivider to comply with any of the terms of this Agreement.

The City may not declare a default until 15 days' advance written notice has been given to the Subdivider; provided, however, that such notice shall not be required with respect to any defective construction for which a 30 days' notice of right to cure has been given in accordance with Subparagraph 5.3 hereof.

12. Measure Of Damages. The measure of damages for breach of this Agreement by the Subdivider shall be the actual cost of completing the Improvements, including design, engineering, legal and inspection costs. For Improvements upon which construction has not begun, the estimated cost of the Improvements as provided by the City of Alamosa and agreed to by Subdivider pursuant to Paragraph 2 and shown on the attached Exhibit "D" shall be prima facie evidence of the minimum cost of completion; however, neither that amount nor the amount of the Performance Guarantee establishes the maximum amount of the Subdivider's liability. The City shall be entitled to complete all unfinished Improvements at the time of default regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced.

13. City's Rights Upon Default. In the event of default the City shall

have the following rights:

A. The City may, but shall not be required to, have the Improvements constructed by such means and in such manner as the City shall reasonably determine, without the necessity of public bidding.

B. If the City elects to have the Improvements constructed pursuant to this Paragraph 13 it shall have the right to use Subdivider's Performance Guarantee to pay for the construction of such Improvements, including the costs incurred by the City as a result of Subdivider's default, including but not limited to reasonable administrative costs, legal fees, engineering and other associated costs. If the amount of the Performance Guarantee exceeds the cost of constructing the Improvements (as described in Paragraph 8) the City shall deliver any excess funds to the Subdivider. If the Performance Guarantee is insufficient to fully pay the cost of constructing such Improvements (as described in Paragraph 8) the Subdivider shall, upon demand, pay such deficiency to the City, together with interest thereon as provided in Paragraph 14.

C. The City may exercise such rights it may have under Colorado law, including, without limitation, the right to bring suit against the Subdivider for specific performance of this Agreement, or to recover damages for the breach by the Subdivider of this Agreement.

D. The Subdivider hereby grants to the City, its successors, assigns, agents, contractors and employees, a non-exclusive right and easement to enter the Property for the purposes of constructing, maintaining and repairing any Improvements made by the City pursuant to the provisions of this Paragraph 13.

E. In addition to any remedies provided for herein or by law, while the Subdivider is in default under this Agreement the City may refuse to issue building or development permits for the Subdivision and the Subdivider shall have no right to sell, transfer or otherwise convey lots or homes within the Subdivision without the express written approval of the City.

F. The remedies provided for herein are cumulative in nature.

14. Interest. Any sum which is required to be paid by the Subdivider to the City under this Agreement and which is unpaid shall accrue interest at twelve percent (12%) per annum commencing as of the date such sum was due.

15. Attorney's Fees. It is agreed that if any action is brought in a court of law by either party to this Agreement concerning the enforcement, interpretation or construction of this Agreement, the prevailing party, either at trial or upon appeal, shall be entitled to reasonable attorney's fees, as well as costs, including expert witness's fees, incurred in the prosecution or defense of such

action.

16. Indemnification. The Subdivider agrees to indemnify and hold the City, its officers, consultants, representative, employees, insurers, and self insurance pool, harmless from and against all liability, claims, and demands, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the construction of the Improvements, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Subdivider, any subcontractor of the Subdivider, or any officer, employee, representative, or agent of the Subdivider or of any subcontractor of the Subdivider, or which arise out of any worker's compensation claim of any employee of the Subdivider, or of any employee of any subcontractor of the Subdivider. The Subdivider agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims, or demands at the sole expense of the Subdivider. The Subdivider also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are determined to be groundless, false, or fraudulent. Subdivider shall not be required to bear the City's costs and expenses of groundless, false or fraudulent claims brought against the Subdivider directly by the City.

17. No Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed to constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both City and Subdivider; nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Subdivider or the acceptance of any Improvements.

18. Recording. This Agreement shall be recorded in the office of the Clerk and Recorder of Alamosa County, Colorado.

19. Immunity. Nothing contained in this Agreement shall constitute a waiver of the City's sovereign immunity under any applicable state or federal law.

20. Personal Jurisdiction And Venue. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement, whether arising out of or relating to the Agreement or the Performance Guarantee, shall be deemed to be proper only if such action is commenced in District Court of Alamosa County, Colorado. The Subdivider expressly waives its right to bring such action in or to remove such action to any other court, whether state or federal.

21. Code Changes. References in this Agreement to any provision of the City's Municipal Code or to any City or other governmental standard are intended to refer to any subsequent

amendments and/or revisions to such Code or standard. Such amendments or revisions shall be binding upon Subdivider.

22. Non Assignability. This Agreement may not be assigned by the Subdivider without the prior written consent of the City.

23. Notices. Any notice required or permitted hereunder shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed as follows:

If To The City: Heather Brooks
City Manager
City of Alamosa
P. O. Box 419
Alamosa, CO 81101

With A Copy (Which Shall
Not Constitute Notice To
The City) To: Erich Schwiesow
City Attorney
P. O. Box 419
Alamosa, Colorado 81101

If To The Subdivider: Regas Chefas
1710 West Chase
Chicago, Illinois 60626

Notices mailed in accordance with the provisions of this Paragraph 23 shall be deemed to have been given on the third business day after mailing. Notices personally delivered shall be deemed to have been given upon delivery. Nothing herein shall prohibit the giving of notice in the manner provided for in the Colorado Rules of Civil Procedure for service of civil process.

24. Entire Agreement. This Agreement constitutes the entire Agreement and understanding between the parties relating to the subject matter of this Agreement and supersedes any prior Agreement or understanding relating to such subject matter.

25. Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, state or federal, the validity of the remaining portions or provisions hereof shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

26. Modification. This Agreement may be modified or amended only by a duly authorized

written instrument executed by the parties hereto.

27. Counterparts. This Agreement may be executed simultaneously in two or more copies, each of which shall be considered an original for all purposes and all of which together shall constitute but one and the same instrument.

28. Paragraph Headings. Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

29. Binding Effect. This Agreement shall run with the Property, and shall be binding upon, and shall inure to the benefit of, the parties and their respective heirs, successors, assigns, and legal representatives.

30. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of Colorado.

31. Incorporation Of Exhibits. The attached Exhibits "A" through "D", inclusive, are incorporated herein by reference.

ATTEST: City of Alamosa, COLORADO

City Clerk

City Manager

Date

Subdivider:

By: _____

Title: _____

ATTEST:

(AFFIX CORPORATE
SEAL HERE)

[illegible]

My commission expires: _____

[illegible]

My commission expires: _____

11

Exhibit A

Legal Description of Subdivision

Two tracts of land located in the Southeast Quarter (SE1/4) of Section 32, Township 38 North, Range 10 East, New Mexico Principal Meridian, located in the City of Alamosa, Alamosa County, State of Colorado, more particularly described by metes and bounds as follows:

PARCEL 1

Beginning at a point on the westerly boundary of Lakewood Drive, from which the Southeast Corner of said Section 32, a 2" brass cap set by Colorado PLS No. 5442, bears S 61°23'09" E a distance of 1038.27 feet; thence N 89°57'40" W a distance of 449.09 feet to southwest corner of the parcel described hereon; thence N 00°02'20" E along said boundary a distance of 305.80 feet to the northwest corner of said parcel; thence S 87°00'00" E a distance of 236.75 feet to the northeast corner of lot 6 as shown hereon, which is also the southeast corner of River Trece Two, Phase 4; thence S 03°37'21" W a distance of 13.02 feet to the northwest corner of lot 5 as shown hereon, which is also the southwest corner of River Trece Two, Phase 3, as shown on the plat recorded at Reception No. 335141; thence S 84°06'11" W a distance of 129.98 feet to a point on the west boundary of Lakewood Drive; thence following the arc of a non-tangent curve to the left, along said boundary (Curve Data: Radius = 330.00 feet; Central Angle = 42°15'19"; Chord Bearing = S 14°56'56" W; Chord Length = 237.89 feet) a distance 243.37 feet; thence following the arc of a curve to the right, along said boundary (Curve Data: Radius = 250.55 feet; Central Angle = 10°01'58"; Chord Bearing = S 31°04'53" E; Chord Length = 43.82 feet) a distance 43.87 feet, to the True Point of Beginning, containing 2.58 acres, more or less.

PARCEL 2

Beginning the southeast corner of Parcel 2, from which the Southeast Corner of said Section 32, a 2" brass cap set by Colorado PLS No. 5442, bears S 53°58'06" E a distance of 921.67 feet; thence S 68°23'00" W a distance of 110.23 feet to a point on the easterly boundary of River Trece Two, Phase 2, as shown on the plat recorded at Reception No. 322475, to the southwest corner of said parcel; thence following the arc of a non-tangent curve to the left, along said easterly boundary, which is also a point on the easterly boundary of Lakewood Drive (Curve Data: Radius = 310.91 feet; Central Angle = 14°27'35"; Chord Bearing = N 28°50'48" W; Chord Length = 78.26 feet) a distance 78.46 feet; thence following the arc of a curve to the right, along said easterly boundaries (Curve Data: Radius = 270.00 feet; Central Angle = 6°53'05"; Chord Bearing = N 32°38'03" W; Chord Length = 32.42 feet) a distance 32.44 feet to the northwest corner of Parcel 2; thence N 60°48'30" E a distance of 153.49 feet to the northeast corner of said parcel; thence S 01°50'05" E a distance of 38.02 feet; thence S 06°18'27" E a distance of 37.89; thence S 18°37'23" E a distance of 57.45 feet to the True Point of Beginning, containing 0.34 acres, more or less. This tract is subject to any and all existing easements

Exhibit B

List of Required Improvements

- Installation of 24" mountable Curb and Gutter
 - Installation of 4" Thick 4' Wide Sidewalk
 - Installation of 6" Thick 4' Wide Sidewalk
 - Installation of 2 Type I ADA Corners
- Paving of Iris Court with 3" of Hot Bituminous Pavement, Grade S
 - Iris Court Subgrade Prep with 6" CDOT Class 5 Road Base

Exhibit C

Construction Schedule

- All improvements to be completed prior to October 1, 2015

DRAFT

Exhibit D
Estimated Cost

River Trece Two - Phase 5
Public Improvement Cost Estimates

Item	Quantity	Unit	Unit Price	Total
Mobilization and Bonding	1	EACH	\$5,000	\$5,000
Clearing and Grubbing	1	EACH	\$2,500	\$2,500
Unclassified Excavation	207	CY	\$16	\$3,312
Base Class 5 or 6	331	TONS	\$24	\$7,944
Hot Bituminous Pavement	207	TONS	\$115	\$23,805
24" Mountable Curb and Gutter	622	LF	\$18	\$10,885
4" Thick 4' Wide Sidewalk	1875	SQ. FT.	\$5	\$8,438
6" Thick 4' Wide Sidewalk	768	SQ. FT.	\$6	\$4,224
Type 1 ADA Corners	2	EACH	\$1,700	\$3,400
			TOTAL	\$69,508

Secretary

STATE OF COLORADO)
) ss.
COUNTY OF ALAMOSA)

The foregoing instrument was acknowledged before me this 24 day of June, 2015 by _____, City Manager, and _____, City Clerk, of the City of Alamosa, a Colorado municipal corporation.

WITNESS my hand and official seal.

My commission expires: _____

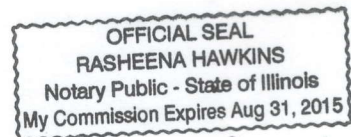
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 24 day of June, 2015, by Regas Chéfas, as owner and developer, River Trece Two – Phase 5, Alamosa, Colorado 81101.

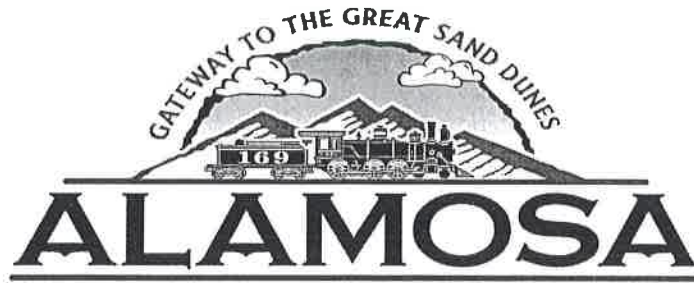
WITNESS my hand and official seal.

My commission expires: August 31, 2015



*County Cook
State Illinois*

Notary Public



MEMO

To: Planning Commission Members
From: Pat Steenburg, Public Works Director
Subject: Final Plat- River Trece Two, Phase 5
Date: May 20, 2015

I have reviewed the request of the applicant for the approval of the final plat of River Trece Two – Phase 5 and recommend that it be approved. This is a logical and expected extension of River Trece Two – Phase 5 and is in substantial compliance with the previous preliminary approval. This subdivision is compatible with existing development in the area and will provide needed vacant residential lots in this area of the City.

CITY OF ALAMOSA
APPLICATION FOR FINAL SUBDIVISION/PLAT/REPLAT

- 1) Name(s) of property owner(s) REGAS CHETAS
- 2) Mailing address of owner(s) 1710 W Chase
Chicago, IL 60626
- 3) Phone number of owner(s) 773 761-1672 & 773 541-1662
- 4) Application information if different from owner. Attach Power of Attorney.

- Name

- Mailing Address

- Phone number

- 5) Proposed subdivision name River Trece Two - Phase 5
- 6) Legal description of Property
- 7) Description of Action Additional residential Lots
of River Trece Two Subdivision

- 8) Attach final plat and other required documents.

E-mail electronic file to: engineer@cc.alamosa.co.us

- 9) ☒ Attach list of adjacent property owners' names & addresses for notification. (Available at County Assessors Office)

- 10) ☒ Application fee - \$100.00 (non-refundable)

Owner(s)

Signature

Print Name

Date

Applicant(s)

Signature

Print Name

Date

Regas Chetas
REGAS CHETAS
5 May 2015

RIVER TRECE TWO - PHASE 5
LOCATED IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 32, TOWNSHIP 38
NORTH, RANGE 10 EAST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF ALAMOSA,
ALAMOSA COUNTY, COLORADO.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT Regas Chefas is the owner of that real property described as a tract of land being a fraction of the Southeast Quarter (SE1/4) of Section 32, Township 38 North, Range 10 East, New Mexico Principal Meridian, located in the City of Alamosa, Alamosa County, State of Colorado, more particularly described by metes and bounds as follows:

Two tracts of land located in the Southeast Quarter (SE1/4) of Section 32, Township 38 North, Range 10 East, New Mexico Principal Meridian, located in the City of Alamosa, Alamosa County, State of Colorado, more particularly described by metes and bounds as follows:

PARCEL 1

Beginning at a point on the westerly boundary of Lakewood Drive, from which the Southeast Corner of said Section 32, a 2" brass cap set by Colorado PLS No. 5442, bears S 61°23'09" E a distance of 1038.27 feet; thence N 89°57'40" W a distance of 449.09 feet to southwest corner of the parcel described herein; thence N 00°02'20" E along said boundary a distance of 305.80 feet to the northwest corner of said parcel; thence S 87°00'00" E a distance of 236.75 feet to the northeast corner of lot 6 as shown hereon, which is also the southeast corner of River Trece Two, Phase 4; thence S 03°37'21" W a distance of 13.02 feet to the northwest corner of lot 5 as shown hereon, which is also the southwest corner of River Trece Two, Phase 3, as shown on the plat recorded at Reception No. 335141; thence S 84°06'11" W a distance of 129.98 feet to a point on the west boundary of Lakewood Drive; thence following the arc of a non-tangent curve to the left, along said boundary (Curve Data: Radius = 330.00 feet; Central Angle = 42°15'19"; Chord Bearing = S 14°56'56" W; Chord Length = 237.89 feet) a distance 243.37 feet; thence following the arc of a curve to the right, along said boundary (Curve Data: Radius = 250.55 feet; Central Angle = 10°01'58"; Chord Bearing = S 31°04'53" E; Chord Length = 43.82 feet) a distance 43.87 feet, to the True Point of Beginning, containing 2.58 acres, more or less.

PARCEL 2

Beginning the southeast corner of Parcel 2, from which the Southeast Corner of said Section 32, a 2" brass cap set by Colorado PLS No. 5442, bears S 53°58'06" E a distance of 921.67 feet; thence S 68°23'00" W a distance of 110.23 feet to a point on the easterly boundary of River Trece Two, Phase 2, as shown on the plat recorded at Reception No. 322475, to the southwest corner of said parcel; thence following the arc of a non-tangent curve to the left, along said easterly boundary, which is also a point on the easterly boundary of Lakewood Drive (Curve Data: Radius = 310.91 feet; Central Angle = 14°27'35"; Chord Bearing = N 28°50'48" W; Chord Length = 78.26 feet) a distance 78.46 feet; thence following the arc of a curve to the right, along said easterly boundaries (Curve Data: Radius = 270.00 feet; Central Angle = 6°53'05"; Chord Bearing = N 32°38'03" W; Chord Length = 32.42 feet) a distance 32.44 feet to the northwest corner of Parcel 2; thence N 60°48'30" E a distance of 153.49 feet to the northeast corner of said parcel; thence S 01°50'05" E a distance of 38.02 feet; thence S 06°18'27" E a distance of 37.89 feet; thence S 18°37'23" E a distance of 57.45 feet to the True Point of Beginning, containing 0.34 acres, more or less. This tract is subject to any and all existing easements.

FURTHER THAT the undersigned has caused said property to be surveyed and laid out as River Trece Two - Phase 5 according to Article IX of the City of Alamosa "Subdivision Regulations" and do hereby dedicate and set apart all of the streets, alleys, other public ways, places and easements shown on the accompanying plat and dedicate these to the public use forever.

Signed: _____ Regas Chefas Signed: _____ Sarah M. Goodwin

STATE OF COLORADO }
COUNTY OF ALAMOSA } SS

The foregoing was acknowledged before me this _____ day of _____, 2015, by Regas Chefas

and Sarah M. Goodwin. Witness my hand and seal. My commission expires _____

SIGNED: _____
Notary Public

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO }
COUNTY OF ALAMOSA } SS

I hereby certify that this instrument was filed in my office at _____ O'clock, _____ M., the _____ day of _____, 2015, and is duly recorded under Reception No. _____, and is

Filed in Plat Cabinet _____, Map No. _____.

Signed: _____
Recorder

CITY PLANNING COMMISSION CERTIFICATE

APPROVED, this _____ day of _____, 2015, City of Alamosa Planning Commission, Alamosa County, Colorado.

Signed: _____ Attest: _____
Chairman Secretary

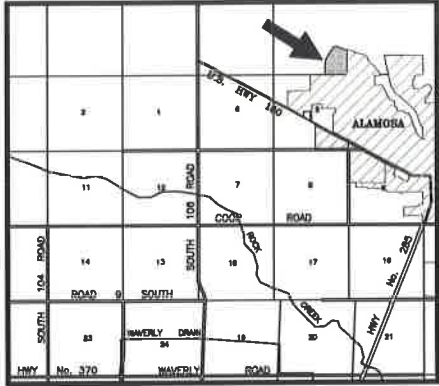
ACCEPTANCE OF DEDICATIONS

The utility easements and street rights of way as shown on this plat, dedicated to the public use, are accepted by the City of Alamosa on this _____ day of _____, 2015.

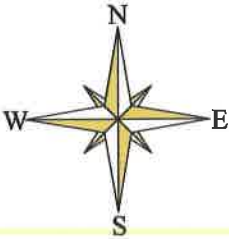
Signed _____ Attest _____
Mayor City Clerk

ACCEPTANCE OF SIZE AND LOCATION OF UTILITY EASEMENTS

Public Service Company of Colorado Cablevision Systems Corp. of Colorado (Optimum)



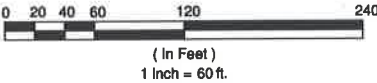
LOCATION INSET
Not to Scale



BEARING BASIS

Bearings shown hereon are based on the assumption that the South line of Parcel 1, bears N 89°57'40" W, monumented as shown hereon.

GRAPHIC SCALE



CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	330.00'	243.37'	237.89'	S 14°56'56" E	42°15'19"
C2	330.00'	71.21'	71.07'	S 00°00'11" E	12°21'50"
C3	25.00'	32.11'	33.80'	N 38°20'21" E	85°02'54"
C4	371.91'	96.29'	96.02'	N 66°17'56" E	14°50'05"
C5	25.00'	18.26'	18.26'	S 65°35'00" E	42°50'00"
C6	50.00'	28.23'	27.86'	N 62°23'34" W	32°21'08"
C7	50.00'	60.49'	60.60'	S 68°32'07" W	69°43'29"
C8	50.00'	65.11'	60.60'	S 03°42'47" E	74°36'19"
C9	50.00'	77.51'	69.98'	S 65°25'28" E	88°49'04"
C10	25.00'	18.69'	18.26'	S 71°35'00" W	42°50'00"
C11	430.00'	40.13'	40.11'	S 88°49'24" E	5°20'40"
C12	430.00'	73.19'	73.10'	N 62°46'37" E	9°45'09"
C13	25.00'	34.06'	31.48'	N 63°04'17" W	78°03'22"
C14	330.00'	69.31'	69.18'	S 30°03'35" E	12°01'59"
C15	250.55'	43.87'	43.82'	S 31°04'53" E	10°01'58"
C16	270.00'	32.44'	32.42'	N 32°38'03" W	6°53'05"
C17	310.91'	78.46'	78.26'	N 28°50'48" W	14°27'35"

LEGEND

- 2 Adjacent Lot Number
- 12 Lot Number
- 4 Block Number
- Phase 5 Boundary
- Lot Line
- Adjacent Lot Line
- Public Utility Easement, 8 feet on inside of all lot lines.
- Set a No. 4 Rebar, with a 2 inch Aluminum Cap, PLS No. 22583
- Recovered a No. 4 Rebar with a 1 inch plastic Cap, PLS No. 22583

SURVEYOR'S NOTES

- This survey does not constitute a title search by Russell Surveyors & Associates, Inc. to determine ownership or easements of record. For all information regarding easements, rights-of-way and ownership, Russell Surveyors & Associates, Inc. relied upon information provided by the client. All record easements indicated in the information provided, and apparent easements that may affect this property are shown hereon.
- According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.
- This drawing is the property of the surveyor and is not to be reproduced, modified or used for any other project 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 reuse or modification of this drawing by others.

SURVEYOR'S STATEMENT

I, Daniel M. Russell, 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.

BUILDING SETBACKS

25 feet on front and backlines
10 feet on side lot lines

FLOOD ZONE CLASSIFICATION

According to the FIRM (Flood Insurance Rate Map) for the City of Alamosa, Community-Panel Number 080010 0001 dated April 21, 1999, this property is classified as Zone X, area of 500 year flood, 100 year flood with average depths of less than 1 foot or with drainage areas less than one square mile; and areas protected by levees from 100 year flood.

RIVER TRECE TWO - PHASE 5

LOCATED IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 32,
TOWNSHIP 38 NORTH, RANGE 10 EAST, NEW MEXICO PRINCIPAL
MERIDIAN, CITY OF ALAMOSA, ALAMOSA COUNTY, COLORADO.

RUSSELL SURVEYORS & ASSOCIATES, INC.
6820 S. Hwy. 17, ALAMOSA, COLORADO 81101
(P) 719/587-3630 (F) 719/587-3632

SHEET
NUMBER
1 OF 1

DRAWN: JJC
CHECKED: DMR
DATE: 4-30-15
DRAWING NAME:
R01532

CLIENT:
Regas Chefas
REVISIONS:

JOB NUMBER
R01532

City of Alamosa
Planning Commission
May 27, 2015
6:00 p.m.
Minutes of the Meeting

The regular meeting of the Planning Commission was called to order on the above date at 6:00 p.m. by Chairperson Mark Manzanares. Present were the following members: Shirley Adcock, Ferris Bervig, Debbie Clark, Barbara Kruse and Don Martinez. Excused: Robert McWhirter. A quorum was declared. Staff present: Pat Steenburg, Harry Reynolds and Julie Scott.

Agenda Approval: M/S/C. Kruse, Clark. Motion was made to approve the agenda as presented. (Unanimous)

Approval of the Minutes: M/S/C. Clark, Adcock. Motion made to approve the minutes of the April 22, 2015 meeting as presented. (Unanimous)

Regular Business - Conduct Public Hearings

Zoning Issues –No applications received.

Planning Issues

The request of Regas Chefas for approval of a final plat. The property affected is River Trece 2, Phase 5, located in the S.E. ¼ of Section 32, Township 38 North, Range 10 East, N.M.P.M., City of Alamosa, Alamosa County.

The public hearing opened at 6:03 p.m.

Manzanares: Who would like to step forward speak for this proposal? State your name and address.

Russell: Dan Russell, Russell Surveyors, 6820 State Hwy 17, I am representing Regas Chefas on this request. What we are looking at is a continuation of the River Trece development approved in the 1990's. There are eight lots; this is a cul de sac. Water and sewer are already in; there will be pavement, curb and gutter installed. It's pretty straight forward, it follows the plan we've been following all along. I can entertain any questions you might have.

Manzanares: Thank you. Is there anyone else that would like to speak for this? Against? We will close the public hearing.

The public hearing closed at 6:04 p.m.

Manzanares: One thing I would like to recommend is before the City takes ownership of the improvements that a postal box is installed for each resident by the developer. This is based on

personal experience; there is not enough for the residents. We just got them. It would be nice for the owner. I know Regas got right on it when he was made aware of it. It's one of those details that tends to get overlooked. There are people out there that have gone for a year.

Steenburg: That is completely out of our jurisdiction, I don't think we can put a stipulation on the motion concerning that. We can suggest it.

Russell spoke from the audience that it would be addressed.

Clark: And the street signs seem to be confusing and missing in that area.

Steenburg: We will take a look. That's usually done as part of the subdivision improvement agreement. The street contractor installs the first ones and we maintain them after that.

Manzanares: Street lights; are there enough? On Mimi Lane there doesn't seem to be enough.

Steenburg: Street lights are typically installed at each corner and one at the end of the cul de sac, depending on the length of the cul de sac.

Manzanares: Okay, thank you. Is there a motion?

M/S/C. Kruse, Adcock. Motion made to recommend approval of the final plat as presented. The property affected is River Trece 2, Phase 5, located in the S.E. ¼ of Section 32, Township 38 North, Range 10 East, N.M.P.M., City of Alamosa, Alamosa County. (Unanimous)

Next Item:

The request of Crown Castle for a Permitted Use by Special Review to allow modifications of an existing cell tower. The property affected is Lots 1-8 inclusive, Lots 25-32 inclusive, Block 61, City of Alamosa, Alamosa County also known as 702 San Juan Ave.

The public hearing opened at 6:09 p.m.

Manzanares: Is there someone to speak? Please step up to the podium and state your name and address.

Mc Garey: Mark Mc Garey, 2803 Birch Row, Englewood. Good evening staff and commissioners, I am pinch hitting here for Michele who is ill and in the hospital. I've worked with Crown a number of years and will try to muddle through this as best as I can. In terms of the site, forgive me if I need to refer to the notes. As the chairman indicated, Crown would like a permitted use to add additional antennas to the existing monopole tower behind the Green Spot. T mobile would like to add 6 antennas and five remote radio units at the 43' centerline. I can answer any questions you might have.

Manzanares: Thank you. Is there anyone else that would like to speak for this request? Against? Step up to the podium and state your name and address please.

Billings: James Billings, I own 720 San Juan. I've been in touch with Michele Williams and Crown Castle since March 30th. I bought Mayflower building on foreclosure and 720 came with it. I have been in contact by email and phone and haven't got very far on negotiating a new contract. I would like the council to put this on hold and not allow them to continue until they renegotiate the lease with my company, JT Properties.

Manzanares: Thank you. Anyone else that would like to speak against this request? We will close the public hearing and open it up to questions.

The public hearing closed at 6:10 p.m.

Manzanares: Are you aware of Mr. Billings's concerns?

McGarey: Yes, Mr. Chairman and Commissioners, certainly Crown is interested in working with the property owner and that our rights are secure and happy with the arrangements. Crown legal team is looking into the situation and the process takes a bit of time. We feel like we have a valid lease. The original lease was not recorded. Crown secured these tower sites after the original development. We certainly want to work with the property owner on the lease. But we feel the land use issue before you is separate from this. The tower has been there for a number of years and Crown would like to stay in good standing with the City. The track record and history of the property is going to take a bit of time. We will work diligently with the land owner on the lease but feel this should not hold up the tower modifications. Should we not come to an agreement and the lease is invalid, then the tower comes down if we can't come to terms. From that perspective we'd like to continue.

Manzanares: My feeling is this issue lays with the owner. Pat, your thoughts?

Steenburg: You will make a recommendation to council for approval or denial of a permitted use by special review for modification of the existing tower they will hear this at the first meeting in July. I would recommend that you make your recommendation with the lease issues being ironed out. I wouldn't let it drive your decision. It's fostering co location on the tower. And let's utilize the towers that we have if you feel the need to put a condition on a perfected lease. If the lease is not good the tower goes away regardless of the new antennas are on it or not.

Bervig: Crown Castle owns the tower and the lease was with the previous owner. You have had no contact with Crown Castle?

Billings: I haven't heard from them in about 3 weeks. And according to my attorney and Community Banks, the lease is gone it was foreclosed on. When I purchased the foreclosed property I scanned all the documents and sent them to Michele at Crown Castle and they know I am the new owner. They say it is a timely and lengthy matter.

Steenburg: I would recommend that they resolve the lease issues before the hearing at City Council on July 1st.

Bervig recommended working with the owner since the location is exactly what the City recommends on towers.

Clark requested clarification on the ice bridge.

Adcock questioned if the recommendation was made with the contingency what would occur if that agreement wasn't made.

Steenburg said the city attorney would be consulted.

For the record, there were technical difficulties during the discussion.

After further discussion regarding the foreclosure and lease the following recommendation was made.

M/S/C: Adcock, Kruse. Motion made to recommend approval of the request of Crown Castle for a Permitted Use by Special Review to allow modifications of an existing cell tower contingent upon an agreement being reached with the owner and the applicant. The property affected is Lots 1-8 inclusive, Lots 25-32 inclusive, Block 61, City of Alamosa, Alamosa County also known as 702 San Juan Ave. (Unanimous)

Other Business:

Ruthie Brown, owner of the Green Spot wanted to voice her concerns regarding the La Puente aluminum can recycling center that was proposed at the March 25th meeting and continued. She is 100% against it. They also do not need a garage for them to work on vehicles. Trash is a concern and she feels it should be located at the City recycling yard not bordering the residential neighborhood.

Scott White was also present to make Planning Commission aware of his opposition to the project reiterating his position on the proposal as he had previously stated during the public hearing held March 25th. Trash was his biggest concern. He feels there are a lot of issues and is not impressed with communication from La Puente.

Planning commission made them aware there will be another hearing because it was continued.

Adcock requested that staff check on lighting at the south end of Ross Ave. in the vicinity of Community Corrections.

Martinez also requested that staff check on the lighting in the Washington Addition.

There was also a question on vehicles being parked and not moving and time limits, specifically on Main St.

There was a question of the path being constructed in the River Trece area.

Ms. Brown wanted the Commission to be aware of the Society Hall project and the June 14th open house and extended the invitation to all commission members.

Correspondence: Distributed.

After no further business, the meeting was adjourned at 6:40 p.m.

Respectfully submitted,

Julie Scott
Recording Secretary

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Make Board/Commission Appointments

Recommended Action:

Consider making Board appointments.

Background:

Council has received notice from citizens wishing to be appointed to various boards for the June 2015 appointment cycle. The following are currently seated board members that would like to be reappointed to the various boards:

- **Historic Preservation Advisory Committee.** One seat available with a term ending 6/1/2019.
Applicants:
 - Pat Bryson (current member, requesting reappointment)
- **Planning Commission.** Two seats available, one for Ward 1, and one for a 1st alternate position, both with terms ending 6/1/2020.
Applicants:
 - Barbara Kruse (current member, requesting reappointment)
- **Tree Board.** One seat available, with a term ending 6/1/2019, and one Alternate position that has never been filled since its creation (no expiration has yet been tied to this seat).
Applicants:
 - Audrey Liu (current member, requesting reappointment)

Council also interviewed the following applicants on June 3, 2015 and June 23, 2015. This is a summary of the seats and interested applicants:

- **Library Board.** Four seats available with terms ending 6/1/2017, 6/1/2018, 6/1/2019, and 6/1/2020.
Applicants:
 - Dawn Krebs, new applicant
 - Benita Martinez, new applicant (or Tree Board)
 - Mary Walsh, new applicant
- **Planning Commission.** Two seats available, one for Ward 1, and one for a 1st alternate position, both with terms ending 6/1/2020.
Applicants:
 - Scott Travis, new applicant

Issue Before the Council:

Does Council wish to make appointments for those that are interested in serving on the boards?

Alternatives:

- Consider making appointments.
- Do not make appointments and further direct staff.

Fiscal Impact:

N/A

Legal Opinion:

Counselor Schwiesow will be available at the meeting if needed.

Conclusion:

These advisory boards play an important role in providing advice and direction to Council and staff. If the proposed applicants meet Council's expectations, then it would be appropriate to make appointments to these positions. It is also appropriate for Council to direct staff to continue recruitment if these applicants do not meet Council's expectations.

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

First Reading, Ordinance No. 9-2015, An Ordinance Amending Section 2-184(e) of Article VI, Chapter 2 of the Code Of Ordinances of the City of Alamosa, Modifying Bidding Procedures

Recommended Action:

That Council approve on first reading Ordinance No. 9-2015 amending section 2-184(e) of the City of Alamosa Code of Ordinances, concerning contracting preference and set the matter for public hearing on July 15, 2015.

Background:

The current ordinance identifies the need to provide preference to local bidders and suppliers but the criteria used to determine that preference has been problematic and difficult at times to determine. This amendment will change that criteria from distance(s) from City Hall to what staff feels is a more intuitive and logical method of determining which level of preference to provide by tying the location of the bidder to municipal boundaries. This amendment will provide a 7 percent preference to bidders located within the city limits; a 5 percent preference to bidders outside of the city limits but within Alamosa County; and a 3 percent preference to bidders outside of Alamosa County but still within the remaining five counties in the San Luis Valley (Rio Grande, Conejos, Costilla, Saguache, and Mineral). Alamosa has developed and grown in such a manner since the original creation of this ordinance in 1995 that without change, we could potentially give preference over a contractor within the city to a contractor outside of the city limits.

Issue Before the Council:

Does Council wish to amend Ordinance No. 9-2015 amending section 2-184(e) of the City of Alamosa Code of Ordinances, concerning contracting preference?

Alternatives:

Council can approve the ordinance on first reading and set it for a public hearing or Council may decline to approve the ordinance on first reading with or without providing staff further direction.

Fiscal Impact:

No significant fiscal impact is anticipated as it is common for us to apply these preferences, this amendment will simply change the way these preferences are determined.

Legal Opinion:

The City Attorney will be present for comment.

Conclusion:

Local preference clauses are common in municipal contracting, this amendment will provide a more logical and intuitive set of criteria to determine the level of preference to apply.

ATTACHMENTS:

Description

Type

ORDINANCE NO. 9-2015

AN ORDINANCE AMENDING SECTION 2-184(e) OF ARTICLE VI, CHAPTER 2 OF THE CODE OF ORDINANCES OF THE CITY OF ALAMOSA MODIFYING LOCAL PREFERENCE CRITERIA

WHEREAS, the purchasing agent shall solicit Alamosa and San Luis Valley firms to submit bids to the city through local advertising and other suitable methods; and

WHEREAS, it is in the best interest of the city to contract with local suppliers to maximize follow-up services such as warranty work, training, service, support, or the need for additional parts where delivery is a consideration; and

WHEREAS, the city desires to support local business enterprise so long as the quality and quantity of work required by the city maintains acceptable standards; and

WHEREAS, the existing ordinance concerning local preference criteria ties preferences to distance from City Hall rather than to location within or near the City, and such existing criteria are both difficult to apply and not directly related to the goals set forth above,

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

Section 1. Section 2-184(e) of Article VI, Chapter 2 of the Code of Ordinances of the City of Alamosa, Colorado, is hereby amended to read in its entirety as follows:

The purchasing agent of the City of Alamosa shall solicit Alamosa firms and San Luis Valley firms to submit bids to the city through local advertising and other suitable methods. When any of the following considerations apply to any procurement, the purchasing agent shall give a preference to bidders based on the relation between the bidder's location and the City of Alamosa; need for the supplier to be available to provide service, need for follow-up training, service, or other support, when repairs or replacements done by the original bidder will be done under a warranty provided by the original bidder; need for additional parts where delivery is a consideration. The purchasing agent shall give preferences according to the following schedule: A preference of up to seven (7) percent for those bidders with the pertinent portion of its operations (i.e. "are located") located within the city limits of the City of Alamosa; a preference of up to five (5) percent to those bidders who are located outside the municipal boundaries but within Alamosa County; and a preference of up to three (3) percent to those bidders who are located elsewhere in the San Luis Valley.

Section 2. General Repealer. All acts, orders, ordinances, resolutions, or portions thereof in conflict herewith, are hereby repealed to the extent of such conflict.

Section 3. 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 4. 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 5. 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 1st day of July, 2015, and a public hearing hereon fixed for the 15th day of July, 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

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Public Hearing on Resolution No. 8-2015 Regarding Final Plat, River Trece Two – Phase 5

Recommended Action:

That Council conduct a public hearing and unless evidence to the contrary is presented at the hearing, approve the final plat of River Trece Two – Phase 5 as per Planning Commission's recommendation by passing Resolution No. 8-2015 conditional on the submission of the attached Subdivision Improvement Agreement or as amended in agreement with the City.

Background:

The proposed subdivision is a logical and expected extension of River Trece Two – Phase 4 and is in substantial compliance with the previous preliminary approval. This subdivision is compatible with existing development in the area and will provide needed vacant residential lots in this area of the city.

Issue Before the Council:

Does Council wish to approve this final plat as per Planning Commission Recommendation?

Alternatives:

Council can approve the plat as presented, approve with conditions or modifications, or deny the final plat with or without referral back to the Planning Commission.

Fiscal Impact:

No significant fiscal impact is anticipated.

Legal Opinion:

City Attorney will be present for comment.

Conclusion:

The proposed subdivision is the expected extension of River Trece Two – Phase 4 and is in substantial compliance with the previous preliminary approval.

ATTACHMENTS:

Description	Type
❏ Resolution No. 8-2015	Resolution Letter
❏ Draft Subdivision Improvement Agreement	Backup Material
❏ Signature Page	Backup Material
❏ Staff Rec. Planning Commission	Backup Material
❏ Application	Backup Material
❏ Plat	Backup Material
❏ Planning Commission Minutes	Backup Material

RESOLUTION NO. 8-2015

**A RESOLUTION APPROVING THE FINAL PLAT OF RIVER TRECE TWO –
PHASE 5, A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER
OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 10 EAST, NEW MEXICO
PRINCIPAL MERIDIAN, CITY OF ALAMOSA, ALAMOSA COUNTY,
COLORADO.**

WHEREAS, the owners of the subject property, lying generally west of Lakewood Drive and south of Marsha Lane, City of Alamosa, State of Colorado, have requested that the final plat of River Trece Two – Phase 5 as depicted on the attached exhibit A be approved; and

WHEREAS, the requested plat is in accordance with Alamosa City Code; and

WHEREAS, this plat is compatible and in line with other platted properties within the area; and

WHEREAS, all necessary infrastructure and utilities are being installed as per the attached Draft Subdivision Improvement Agreement and the City Standard Construction Specifications and Details; and

WHEREAS, the Planning Commission of the City of Alamosa has unanimously recommended that this subdivision be approved;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALAMOSA, COLORADO that the final plat of River Trece Two – Phase 5, City of Alamosa, State of Colorado as herein depicted on exhibit A, be approved.

ADOPTED this 1st day of July, 2015.

CITY OF ALAMOSA

By: _____
Josef P. Lucero, Mayor

ATTEST:

Holly Martinez, City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT

This Subdivision Improvement Agreement is made and entered into this _____ day _____ of _____ by and between the CITY OF ALAMOSA, a Colorado municipal corporation (“City”) and Regas Chefas (referred to “Subdivider”)

1. Recitals. The parties agree that each of the following statements is true and is a material part of this Agreement.

A. Subdivider has obtained approval from the City to subdivide property for a new subdivision to be known as River Trece Two – Phase 5, as depicted on attached Exhibit “A”.

B. Pursuant to the City’s Subdivision Regulations (Section 17-49, (5), Guarantee of Public Improvements), the final plat shall not be recorded until the subdivider has submitted and the City has approved a Subdivision Improvement Agreement which guarantees the subdivider will construct any required public improvements shown in the final plat documents and has delivered to the City collateral which is sufficient in the judgment of the City to make provision for the completion of said improvements in accordance with the City’s regulations, and in a time and manner specified in this agreement.

C. The City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements within the Subdivision and thereby limiting the harmful effects of substandard subdivisions or incomplete subdivisions which leaves property undeveloped and unproductive.

D. The purpose of this Agreement is to protect the City from the cost of completing subdivision improvements itself, and is not executed for the benefit of contractors, laborers, or others providing work services or materials to the Subdivision or for the benefit of lot or property owners or buyers within the Subdivision.

E. As consideration for the approval by the City of the final plat for the Subdivision, Subdivider agrees to construct certain hereinafter described public improvements within the Subdivision in accordance with, and subject to, the terms, conditions, and requirements of this Agreement.

2. Construction Of Public Improvements. The Subdivider covenants and agrees with the City to plan, design, engineer and construct, at Subdivider’s sole cost, those public improvements (including required utility services) for the Subdivision as described on attached Exhibit “B”. The Improvements shall be constructed strictly in accordance with the City-approved plans and specifications for the Subdivision

3. Timetable For Construction Of Public Improvements.

3.1 Time Of Essence. City and Subdivider mutually agree that time is of the essence and

that timely performance by the Subdivider shall be an essential part of this Agreement.

3.2 Construction Schedule. Subdivider shall construct the Improvements in strict accordance with the schedule described on the attached Exhibit "C". Any failure by the Subdivider to commence or complete the construction of the Improvements in strict compliance with the schedule established in Exhibit "C" shall constitute a default by Subdivider and shall entitle the City to proceed in accordance with the provisions of Paragraph 13 of this Agreement. Once begun, Subdivider shall not cease construction activities for any period of more than 60 consecutive days, except for delays occasioned by winter weather conditions, without the City's prior written approval.

3.3 Subdivider's Obligation Not Contingent. The Subdivider's obligation to complete the Improvements shall arise upon the recording of the final plat of the Subdivision, shall be independent of any obligations of the City contained herein, and shall not be conditioned on the commencement of construction or sale of any lots or improvements within the Subdivision.

3.4 Force Majeure. If Subdivider is delayed in commencing or completing construction of the Improvements, as required herein, by reasons of strikes or other labor troubles, unavailability of materials, national emergency, any rule, order or regulation of any governmental authority, or other similar cause not within Subdivider's control, and if prompt written notice of said cause of delay shall be given to City by Subdivider, then the time for Subdivider to commence or complete construction, as the case may be, shall be deemed extended by the period of time during which said cause of delay shall continue.

4. Construction Standards. The Improvements shall be constructed in accordance with all applicable laws, ordinances, codes, regulations and standards, including, without limitation, the City of Alamosa Standard Construction Specifications, 2012 and the applicable standards and criteria of all other City rules and regulations and those of all applicable utility providers.

5. Quality Of Construction; Warranty.

5.1 Quality Of Construction. The construction of the Improvements shall be done in a good and workmanlike manner.

5.2 Warranty. The Subdivider warrants that the Improvements, each and every one of them, shall remain free from defects for a period of one (1) year from the date that the City provides final acceptance of the Improvements as provided in Paragraph 7 and Subparagraph 10.2, and 10.4 of this Agreement. During such one (1) year period any defect determined to exist with respect to such Improvements shall be repaired or the Improvement replaced, at the City's option, at the sole cost of the Subdivider. City shall have no obligation with respect to the Improvements until they have been accepted by the City in accordance with Subparagraphs 10.2 or 10.4.

5.3 Notice Of Default; Cure Period. Except as provided in Subparagraph 5.4 with

respect to emergency repairs, the City shall provide written notice to the Subdivider if inspection reveals that any Improvement is defective for any reason. The Subdivider shall have 30 days from the giving of such notice to cure the defect. Such 30 day time limit may be extended by the City if City determines that such defect cannot reasonably be cured within such 30 day period. In the event Subdivider fails to cure the defect in the Improvements within the 30 day period, or any extension thereof granted by the City, City may declare a default under this Agreement without further notice. No notice shall be required with respect to emergency repairs except as provided in Subparagraph 5.4,

5.4 Emergency Repairs If, at any time it appears that the Improvements may be significantly damaged or destroyed as a result of a bona fide emergency, the City shall have the right, but not the duty, to enter upon the Property and perform such repairs and take such other action as may be reasonably required in the City's judgment to protect and preserve the Improvements. City shall have no duty to inspect the Property to identify emergency situations which may arise. Prior to taking any action pursuant to this Subparagraph 5.4, City shall make a reasonable effort to locate Subdivider and advise it of the existence and nature of the emergency. The reasonableness of City's efforts to locate Subdivider shall be determined based upon the nature of the emergency and the City's efforts to locate and notify the Subdivider. If, after reasonable efforts, Subdivider cannot be located, City shall have the right to enter Property and perform any needed emergency repairs as herein provided, and, upon demand and a presentation of costs, Subdivider shall reimburse City for the costs of such emergency repairs. Failure of Subdivider to pay to the City 15 days following demand the costs of such emergency repairs shall constitute a default as provided in Subparagraph 11(G) of this Agreement.

6. Compliance With Law And Subdivision Permit.

6.1 Compliance With Law. When fulfilling its obligations under this Agreement the Subdivider shall comply with all relevant laws, ordinances, and regulations in effect at the time of final Subdivision plat approval. The Subdivider shall also be subject to laws, ordinances and regulations that become effective after final plat approval to the extent permitted by applicable Colorado law.

7. Transfer Of Title To Improvements.

7.1 Dedication On Plat. The Subdivider shall dedicate such of the Improvements as may be requested by the City by appropriate language on the face of the final plat of the Subdivision. Such dedication shall be made free and clear of all liens, encumbrances and restrictions.

7.2 Conveyance Of Improvements Other Than By Dedication On Plat. As to any of the Improvements which have not previously been dedicated on the final plat of the Subdivision, such Improvements shall be conveyed to the City, or other appropriate governmental entity, by general warranty deed (if real estate) or by bill of sale with full warranty of title (if personal property), free and clear of all liens, encumbrances and restrictions upon the determination of the City Engineer that such Improvements have been satisfactorily completed and that acceptance of

such Improvements by the City is proper in accordance with the provisions of Subparagraph 10.1. Conveyance of such Improvements shall be made by an instrument acceptable as to form and substance to the Alamosa City Attorney.

8. Performance Guarantee. The estimated cost of constructing the Improvements, as determined by the City of Alamosa Public Works Director, is \$_____ as shown in the attached exhibit "D". Accordingly, Subdivider has posted the following with the City as a guarantee of the performance of its obligations hereunder including its obligation with respect to the one (1), year warranty period provided in Subparagraph 5.2 hereof ("Performance Guarantee"):

(X) Irrevocable Letter of Credit _____, amount not to exceed _____.

() A cash bond in the amount of \$_____.

Such Performance Guarantee shall remain in effect and shall be renewed by the Subdivider as necessary until released by the City in accordance with the provisions of Paragraph 9 of this Agreement. Corporate Surety Bonds may be renewed, extended or replaced by other acceptable corporate surety bonds so long as continuous bond coverage is determined to exist by the City. The City shall use the Performance Guarantee, or any funds realized from the Performance Guarantee, only for the purposes of completing the Improvements, correcting defects in or associated therewith, and removing any liens associated with the Improvements, including actual legal, planning, consulting, and engineering expenses incurred by the City.

9. Release Of Performance Guarantee.

9.1 When Released. The Subdivider's Performance Guarantee described in Paragraph 8 shall be released and returned to the Subdivider, without interest thereon, only at such time as the City determines, in its sole discretion, that all of the Improvements have been properly constructed or installed and the one-year warranty period provided for in Subparagraph 5.2 has expired. The City may, in its sole discretion, and upon the request of the Subdivider made in accordance with Subparagraph 9.2, partially release the Performance Guarantee so long as the amount of the Performance Guarantee at all times equals or exceeds 100% of the estimated cost to complete the remaining Improvements, plus 10% of the construction cost of any previously completed Improvements. There shall be no reduction in the amount of the Performance Guarantee if the Subdivider is in default under this Agreement.

9.2 Request For Partial Release Of Performance Guarantee. Subdivider may make periodic requests for the partial release of the Performance Guarantee in accordance with the provisions of this Subparagraph 9.2. All such requests shall be in writing, shall be for a reduction of at least \$25,000, and shall be accompanied by an invoice(s) for the portion of the work reflected in the request. No more than one request for a partial release of the Performance Guarantee may be submitted each three months.

10. Acceptance Of Improvements; City's Obligation To Provide Maintenance.

10.1 Acceptance Of All Public Improvements. Acceptance of all public Improvements, including, streets, curbs, gutter, water distribution lines, drainage facilities and other similar Improvements by the City shall be evidenced by a letter of acceptance signed by the City's Director of Public Works after the following:

A. The Improvements have been satisfactorily completed in accordance with the approved Plans and Specifications for the Subdivision;

B. The Improvements have been inspected by the City and certified to be correct by a registered engineer, licensed to practice in the State of Colorado;

C. As to any of the Improvements not dedicated on the face of the plat, the Subdivider has delivered to the City instruments conveying such Improvements to the City in accordance with Paragraph 7, together with a policy of title insurance demonstrating to the satisfaction of the City Attorney that the City is or will be the owner of such Improvements free and clear of all liens, encumbrances or restrictions, and

D. Where the Improvements will be placed in public easements, proof that all necessary easements are in existence.

Acceptance of the Improvements does not constitute a waiver by the City of the right to draw on the Performance Guarantee to remedy any defect in or failure of the Improvements that is detected or which occurs after the acceptance of the Improvements, nor shall such acceptance operate to release Subdivider from its warranty as herein provided. Written determination of acceptance or non-acceptance shall be made by the City's Director of Public Works within 30 days of receipt of notice from Subdivider of completion of those requirements as set forth herein above.

10.2 Subdivider's Obligations To Provide Street Maintenance Until such time that the Subdivider has written acceptance for full maintenance signed by the City's Director of Public Works, the Subdivider is fully responsible for the maintenance of the Street Improvements constructed as a component of the Subdivision. Any faulty curb and gutter, pans, unsuitable street cuts, chuck holes, etc. will be corrected by the Subdivider prior to the City's final acceptance. Written determination of acceptance or non-acceptance shall be made by the City's Director of Public Works within 30 days of receipt of written notice from the Subdivider that the improvements are complete and ready for consideration of acceptable as required herein.

11. Default. The following conditions, occurrences or actions shall constitute a default by the Subdivider under this Agreement:

A. Subdivider's failure to commence construction of the Improvements

within the time specified in Exhibit "C";

B. Subdivider's failure to complete construction of the Improvements within the time specified in Exhibit "C";

C. Subdivider's failure to cure the defective construction of any Improvement within the applicable cure period;

D. Subdivider's failure to perform work on the Improvements for a period of more than 60 consecutive days, once work has begun, except for delays occasioned by Force Majeure or by winter weather conditions, without the prior written approval of the City;

E. Subdivider's insolvency, the appointment of a receiver for the Subdivider or the filing of a voluntary or involuntary petition in bankruptcy respecting the Subdivider; or

F. Foreclosure of any lien against the Property or a portion of the Property or assignment or conveyance of the Property in lieu of foreclosure prior to the acceptance of the Improvements to the City as provided in Subparagraph 10.1.

G. Subdivider's failure to pay to City upon demand the cost of emergency repairs performed in accordance with Subparagraph 5.4 of this Agreement.

H. Failure by the Subdivider to comply with any of the terms of this Agreement.

The City may not declare a default until 15 days' advance written notice has been given to the Subdivider; provided, however, that such notice shall not be required with respect to any defective construction for which a 30 days' notice of right to cure has been given in accordance with Subparagraph 5.3 hereof.

12. Measure Of Damages. The measure of damages for breach of this Agreement by the Subdivider shall be the actual cost of completing the Improvements, including design, engineering, legal and inspection costs. For Improvements upon which construction has not begun, the estimated cost of the Improvements as provided by the City of Alamosa and agreed to by Subdivider pursuant to Paragraph 2 and shown on the attached Exhibit "D" shall be prima facie evidence of the minimum cost of completion; however, neither that amount nor the amount of the Performance Guarantee establishes the maximum amount of the Subdivider's liability. The City shall be entitled to complete all unfinished Improvements at the time of default regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced.

13. City's Rights Upon Default. In the event of default the City shall

have the following rights:

A. The City may, but shall not be required to, have the Improvements constructed by such means and in such manner as the City shall reasonably determine, without the necessity of public bidding.

B. If the City elects to have the Improvements constructed pursuant to this Paragraph 13 it shall have the right to use Subdivider's Performance Guarantee to pay for the construction of such Improvements, including the costs incurred by the City as a result of Subdivider's default, including but not limited to reasonable administrative costs, legal fees, engineering and other associated costs. If the amount of the Performance Guarantee exceeds the cost of constructing the Improvements (as described in Paragraph 8) the City shall deliver any excess funds to the Subdivider. If the Performance Guarantee is insufficient to fully pay the cost of constructing such Improvements (as described in Paragraph 8) the Subdivider shall, upon demand, pay such deficiency to the City, together with interest thereon as provided in Paragraph 14.

C. The City may exercise such rights it may have under Colorado law, including, without limitation, the right to bring suit against the Subdivider for specific performance of this Agreement, or to recover damages for the breach by the Subdivider of this Agreement.

D. The Subdivider hereby grants to the City, its successors, assigns, agents, contractors and employees, a non-exclusive right and easement to enter the Property for the purposes of constructing, maintaining and repairing any Improvements made by the City pursuant to the provisions of this Paragraph 13.

E. In addition to any remedies provided for herein or by law, while the Subdivider is in default under this Agreement the City may refuse to issue building or development permits for the Subdivision and the Subdivider shall have no right to sell, transfer or otherwise convey lots or homes within the Subdivision without the express written approval of the City.

F. The remedies provided for herein are cumulative in nature.

14. Interest. Any sum which is required to be paid by the Subdivider to the City under this Agreement and which is unpaid shall accrue interest at twelve percent (12%) per annum commencing as of the date such sum was due.

15. Attorney's Fees. It is agreed that if any action is brought in a court of law by either party to this Agreement concerning the enforcement, interpretation or construction of this Agreement, the prevailing party, either at trial or upon appeal, shall be entitled to reasonable attorney's fees, as well as costs, including expert witness's fees, incurred in the prosecution or defense of such

action.

16. Indemnification. The Subdivider agrees to indemnify and hold the City, its officers, consultants, representative, employees, insurers, and self insurance pool, harmless from and against all liability, claims, and demands, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the construction of the Improvements, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Subdivider, any subcontractor of the Subdivider, or any officer, employee, representative, or agent of the Subdivider or of any subcontractor of the Subdivider, or which arise out of any worker's compensation claim of any employee of the Subdivider, or of any employee of any subcontractor of the Subdivider. The Subdivider agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims, or demands at the sole expense of the Subdivider. The Subdivider also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are determined to be groundless, false, or fraudulent. Subdivider shall not be required to bear the City's costs and expenses of groundless, false or fraudulent claims brought against the Subdivider directly by the City.

17. No Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed to constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both City and Subdivider; nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Subdivider or the acceptance of any Improvements.

18. Recording. This Agreement shall be recorded in the office of the Clerk and Recorder of Alamosa County, Colorado.

19. Immunity. Nothing contained in this Agreement shall constitute a waiver of the City's sovereign immunity under any applicable state or federal law.

20. Personal Jurisdiction And Venue. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement, whether arising out of or relating to the Agreement or the Performance Guarantee, shall be deemed to be proper only if such action is commenced in District Court of Alamosa County, Colorado. The Subdivider expressly waives its right to bring such action in or to remove such action to any other court, whether state or federal.

21. Code Changes. References in this Agreement to any provision of the City's Municipal Code or to any City or other governmental standard are intended to refer to any subsequent

amendments and/or revisions to such Code or standard. Such amendments or revisions shall be binding upon Subdivider.

22. Non Assignability. This Agreement may not be assigned by the Subdivider without the prior written consent of the City.

23. Notices. Any notice required or permitted hereunder shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed as follows:

If To The City: Heather Brooks
City Manager
City of Alamosa
P. O. Box 419
Alamosa, CO 81101

With A Copy (Which Shall
Not Constitute Notice To
The City) To: Erich Schwiesow
City Attorney
P. O. Box 419
Alamosa, Colorado 81101

If To The Subdivider: Regas Chefas
1710 West Chase
Chicago, Illinois 60626

Notices mailed in accordance with the provisions of this Paragraph 23 shall be deemed to have been given on the third business day after mailing. Notices personally delivered shall be deemed to have been given upon delivery. Nothing herein shall prohibit the giving of notice in the manner provided for in the Colorado Rules of Civil Procedure for service of civil process.

24. Entire Agreement. This Agreement constitutes the entire Agreement and understanding between the parties relating to the subject matter of this Agreement and supersedes any prior Agreement or understanding relating to such subject matter.

25. Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, state or federal, the validity of the remaining portions or provisions hereof shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

26. Modification. This Agreement may be modified or amended only by a duly authorized

written instrument executed by the parties hereto.

27. Counterparts. This Agreement may be executed simultaneously in two or more copies, each of which shall be considered an original for all purposes and all of which together shall constitute but one and the same instrument.

28. Paragraph Headings. Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

29. Binding Effect. This Agreement shall run with the Property, and shall be binding upon, and shall inure to the benefit of, the parties and their respective heirs, successors, assigns, and legal representatives.

30. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of Colorado.

31. Incorporation Of Exhibits. The attached Exhibits "A" through "D", inclusive, are incorporated herein by reference.

ATTEST: City of Alamosa, COLORADO

City Clerk

City Manager

Date

Subdivider:

By: _____

Title: _____

ATTEST:

(AFFIX CORPORATE
SEAL HERE)

[illegible]

My commission expires: _____

[illegible]

My commission expires: _____

11

Exhibit A

Legal Description of Subdivision

Two tracts of land located in the Southeast Quarter (SE1/4) of Section 32, Township 38 North, Range 10 East, New Mexico Principal Meridian, located in the City of Alamosa, Alamosa County, State of Colorado, more particularly described by metes and bounds as follows:

PARCEL 1

Beginning at a point on the westerly boundary of Lakewood Drive, from which the Southeast Corner of said Section 32, a 2" brass cap set by Colorado PLS No. 5442, bears S 61°23'09" E a distance of 1038.27 feet; thence N 89°57'40" W a distance of 449.09 feet to southwest corner of the parcel described hereon; thence N 00°02'20" E along said boundary a distance of 305.80 feet to the northwest corner of said parcel; thence S 87°00'00" E a distance of 236.75 feet to the northeast corner of lot 6 as shown hereon, which is also the southeast corner of River Trece Two, Phase 4; thence S 03°37'21" W a distance of 13.02 feet to the northwest corner of lot 5 as shown hereon, which is also the southwest corner of River Trece Two, Phase 3, as shown on the plat recorded at Reception No. 335141; thence S 84°06'11" W a distance of 129.98 feet to a point on the west boundary of Lakewood Drive; thence following the arc of a non-tangent curve to the left, along said boundary (Curve Data: Radius = 330.00 feet; Central Angle = 42°15'19"; Chord Bearing = S 14°56'56" W; Chord Length = 237.89 feet) a distance 243.37 feet; thence following the arc of a curve to the right, along said boundary (Curve Data: Radius = 250.55 feet; Central Angle = 10°01'58"; Chord Bearing = S 31°04'53" E; Chord Length = 43.82 feet) a distance 43.87 feet, to the True Point of Beginning, containing 2.58 acres, more or less.

PARCEL 2

Beginning the southeast corner of Parcel 2, from which the Southeast Corner of said Section 32, a 2" brass cap set by Colorado PLS No. 5442, bears S 53°58'06" E a distance of 921.67 feet; thence S 68°23'00" W a distance of 110.23 feet to a point on the easterly boundary of River Trece Two, Phase 2, as shown on the plat recorded at Reception No. 322475, to the southwest corner of said parcel; thence following the arc of a non-tangent curve to the left, along said easterly boundary, which is also a point on the easterly boundary of Lakewood Drive (Curve Data: Radius = 310.91 feet; Central Angle = 14°27'35"; Chord Bearing = N 28°50'48" W; Chord Length = 78.26 feet) a distance 78.46 feet; thence following the arc of a curve to the right, along said easterly boundaries (Curve Data: Radius = 270.00 feet; Central Angle = 6°53'05"; Chord Bearing = N 32°38'03" W; Chord Length = 32.42 feet) a distance 32.44 feet to the northwest corner of Parcel 2; thence N 60°48'30" E a distance of 153.49 feet to the northeast corner of said parcel; thence S 01°50'05" E a distance of 38.02 feet; thence S 06°18'27" E a distance of 37.89; thence S 18°37'23" E a distance of 57.45 feet to the True Point of Beginning, containing 0.34 acres, more or less. This tract is subject to any and all existing easements

Exhibit B

List of Required Improvements

- Installation of 24" mountable Curb and Gutter
 - Installation of 4" Thick 4' Wide Sidewalk
 - Installation of 6" Thick 4' Wide Sidewalk
 - Installation of 2 Type I ADA Corners
- Paving of Iris Court with 3" of Hot Bituminous Pavement, Grade S
 - Iris Court Subgrade Prep with 6" CDOT Class 5 Road Base

Exhibit C

Construction Schedule

- All improvements to be completed prior to October 1, 2015

DRAFT

Exhibit D
Estimated Cost

River Trece Two - Phase 5
Public Improvement Cost Estimates

Item	Quantity	Unit	Unit Price	Total
Mobilization and Bonding	1	EACH	\$5,000	\$5,000
Clearing and Grubbing	1	EACH	\$2,500	\$2,500
Unclassified Excavation	207	CY	\$16	\$3,312
Base Class 5 or 6	331	TONS	\$24	\$7,944
Hot Bituminous Pavement	207	TONS	\$115	\$23,805
24" Mountable Curb and Gutter	622	LF	\$18	\$10,885
4" Thick 4' Wide Sidewalk	1875	SQ. FT.	\$5	\$8,438
6" Thick 4' Wide Sidewalk	768	SQ. FT.	\$6	\$4,224
Type 1 ADA Corners	2	EACH	\$1,700	\$3,400
			TOTAL	\$69,508

Secretary

STATE OF COLORADO)
) ss.
COUNTY OF ALAMOSA)

The foregoing instrument was acknowledged before me this 24 day of June, 2015 by _____, City Manager, and _____, City Clerk, of the City of Alamosa, a Colorado municipal corporation.

WITNESS my hand and official seal.

My commission expires: _____

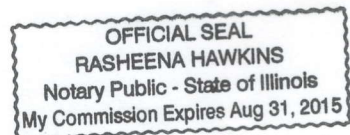
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 24 day of June, 2015, by Regas Chefas, as owner and developer, River Trece Two – Phase 5, Alamosa, Colorado 81101.

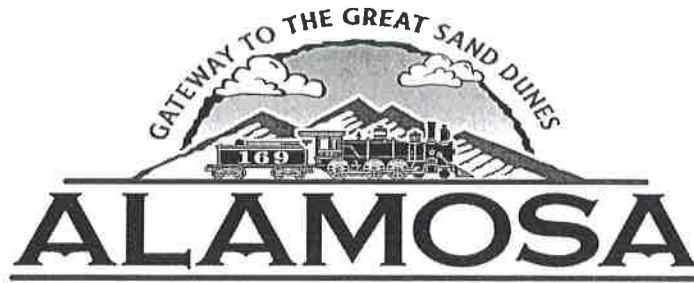
WITNESS my hand and official seal.

My commission expires: August 31, 2015



*County Cook
State Illinois*

Notary Public



MEMO

To: Planning Commission Members
From: Pat Steenburg, Public Works Director
Subject: Final Plat- River Trece Two, Phase 5
Date: May 20, 2015

I have reviewed the request of the applicant for the approval of the final plat of River Trece Two – Phase 5 and recommend that it be approved. This is a logical and expected extension of River Trece Two – Phase 5 and is in substantial compliance with the previous preliminary approval. This subdivision is compatible with existing development in the area and will provide needed vacant residential lots in this area of the City.

CITY OF ALAMOSA
APPLICATION FOR FINAL SUBDIVISION/PLAT/REPLAT

- 1) Name(s) of property owner(s) REGAS CHETAS
- 2) Mailing address of owner(s) 1710 W Chase
Chicago, IL 60626
- 3) Phone number of owner(s) 773 761-1672 & 773 541-1662
- 4) Application information if different from owner. Attach Power of Attorney.
- Name _____
- Mailing Address _____
- Phone number _____
- 5) Proposed subdivision name River Trece Two - Phase 5
- 6) Legal description of Property _____
- 7) Description of Action Additional residential Lots
of River Trece Two Subdivision
- 8) Attach final plat and other required documents.

E-mail electronic file to: engineer@cc.alamosa.co.us

- 9) ☒ Attach list of adjacent property owners' names & addresses for notification. (Available at County Assessors Office)

- 10) ☒ Application fee - \$100.00 (non-refundable)

Owner(s)

Signature

Print Name

Date

Applicant(s)

Signature

Print Name

Date

Regas Chetas
REGAS CHETAS
5 May 2015

RIVER TRECE TWO - PHASE 5
LOCATED IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 32, TOWNSHIP 38
NORTH, RANGE 10 EAST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF ALAMOSA,
ALAMOSA COUNTY, COLORADO.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT Regas Chefas is the owner of that real property described as a tract of land being a fraction of the Southeast Quarter (SE1/4) of Section 32, Township 38 North, Range 10 East, New Mexico Principal Meridian, located in the City of Alamosa, Alamosa County, State of Colorado, more particularly described by metes and bounds as follows:

Two tracts of land located in the Southeast Quarter (SE1/4) of Section 32, Township 38 North, Range 10 East, New Mexico Principal Meridian, located in the City of Alamosa, Alamosa County, State of Colorado, more particularly described by metes and bounds as follows:

PARCEL 1

Beginning at a point on the westerly boundary of Lakewood Drive, from which the Southeast Corner of said Section 32, a 2" brass cap set by Colorado PLS No. 5442, bears S 61°23'09" E a distance of 1038.27 feet; thence N 89°57'40" W a distance of 449.09 feet to southwest corner of the parcel described herein; thence N 00°02'20" E along said boundary a distance of 305.80 feet to the northwest corner of said parcel; thence S 87°00'00" E a distance of 236.75 feet to the northeast corner of lot 6 as shown hereon, which is also the southeast corner of River Trece Two, Phase 4; thence S 03°37'21" W a distance of 13.02 feet to the northwest corner of lot 5 as shown hereon, which is also the southwest corner of River Trece Two, Phase 3, as shown on the plat recorded at Reception No. 335141; thence S 84°06'11" W a distance of 129.98 feet to a point on the west boundary of Lakewood Drive; thence following the arc of a non-tangent curve to the left, along said boundary (Curve Data: Radius = 330.00 feet; Central Angle = 42°15'19"; Chord Bearing = S 14°56'56" W; Chord Length = 237.89 feet) a distance 243.37 feet; thence following the arc of a curve to the right, along said boundary (Curve Data: Radius = 250.55 feet; Central Angle = 10°01'58"; Chord Bearing = S 31°04'53" E; Chord Length = 43.82 feet) a distance 43.87 feet, to the True Point of Beginning, containing 2.58 acres, more or less.

PARCEL 2

Beginning the southeast corner of Parcel 2, from which the Southeast Corner of said Section 32, a 2" brass cap set by Colorado PLS No. 5442, bears S 53°58'06" E a distance of 921.67 feet; thence S 68°23'00" W a distance of 110.23 feet to a point on the easterly boundary of River Trece Two, Phase 2, as shown on the plat recorded at Reception No. 322475, to the southwest corner of said parcel; thence following the arc of a non-tangent curve to the left, along said easterly boundary, which is also a point on the easterly boundary of Lakewood Drive (Curve Data: Radius = 310.91 feet; Central Angle = 14°27'35"; Chord Bearing = N 28°50'48" W; Chord Length = 78.26 feet) a distance 78.46 feet; thence following the arc of a curve to the right, along said easterly boundaries (Curve Data: Radius = 270.00 feet; Central Angle = 6°53'05"; Chord Bearing = N 32°38'03" W; Chord Length = 32.42 feet) a distance 32.44 feet to the northwest corner of Parcel 2; thence N 60°48'30" E a distance of 153.49 feet to the northeast corner of said parcel; thence S 01°50'05" E a distance of 38.02 feet; thence S 06°18'27" E a distance of 37.89 feet; thence S 18°37'23" E a distance of 57.45 feet to the True Point of Beginning, containing 0.34 acres, more or less. This tract is subject to any and all existing easements.

FURTHER THAT the undersigned has caused said property to be surveyed and laid out as River Trece Two - Phase 5 according to Article IX of the City of Alamosa "Subdivision Regulations" and do hereby dedicate and set apart all of the streets, alleys, other public ways, places and easements shown on the accompanying plat and dedicate these to the public use forever.

Signed: _____ Regas Chefas Signed: _____ Sarah M. Goodwin

STATE OF COLORADO }
COUNTY OF ALAMOSA } SS

The foregoing was acknowledged before me this _____ day of _____, 2015, by Regas Chefas

and Sarah M. Goodwin. Witness my hand and seal. My commission expires _____

SIGNED: _____
Notary Public

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO }
COUNTY OF ALAMOSA } SS

I hereby certify that this instrument was filed in my office at _____ O'clock, _____ M., the _____ day of _____, 2015, and is duly recorded under Reception No. _____, and is

Filed in Plat Cabinet _____, Map No. _____.

Signed: _____
Recorder

CITY PLANNING COMMISSION CERTIFICATE

APPROVED, this _____ day of _____, 2015, City of Alamosa Planning Commission,
Alamosa County, Colorado.

Signed: _____ Attest: _____
Chairman Secretary

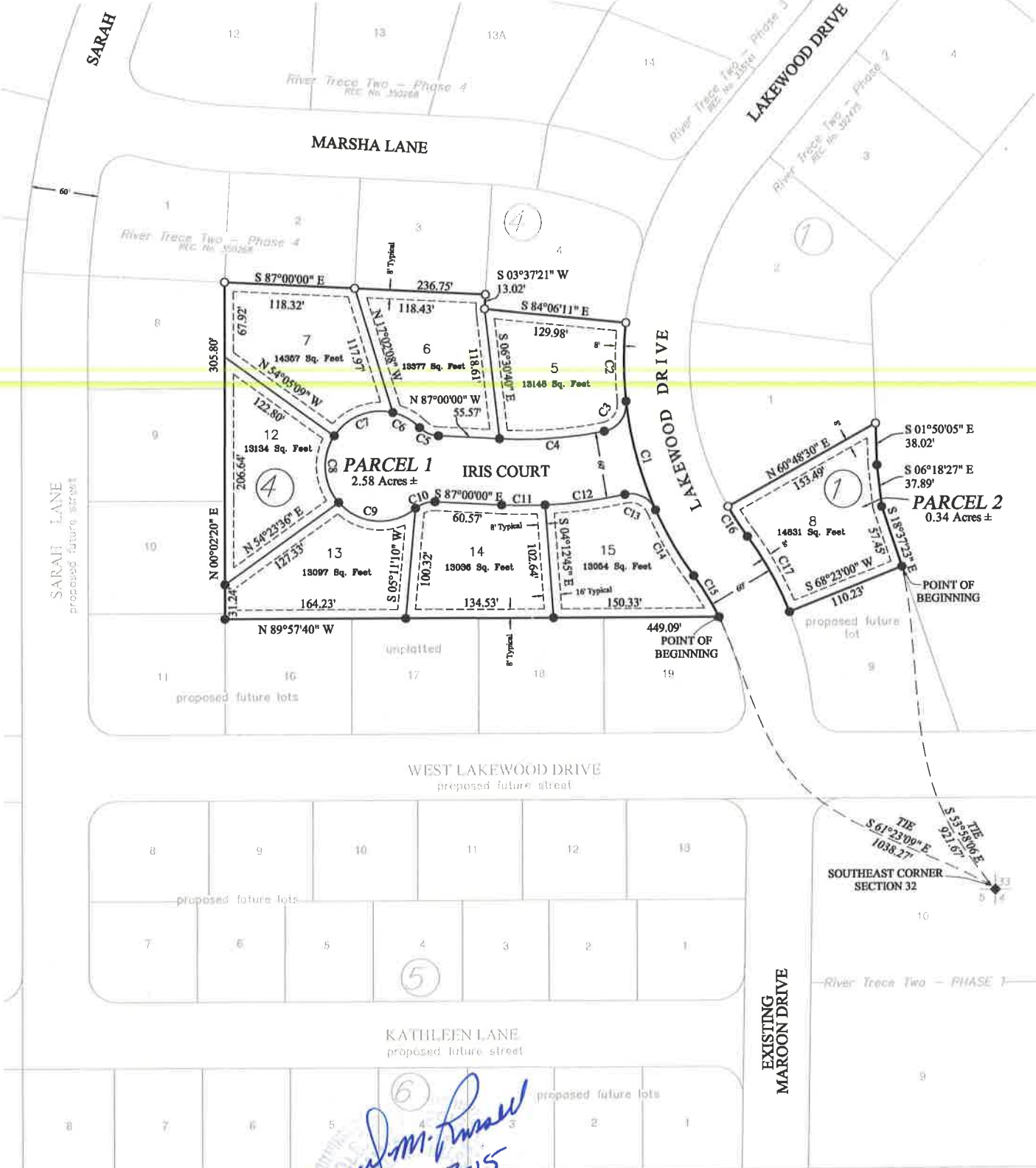
ACCEPTANCE OF DEDICATIONS

The utility easements and street rights of way as shown on this plat, dedicated to the public use, are accepted by the City of Alamosa on this _____ day of _____, 2015.

Signed _____ Attest _____
Mayor City Clerk

ACCEPTANCE OF SIZE AND LOCATION OF UTILITY EASEMENTS

Public Service Company of Colorado Cablevision Systems Corp. of Colorado (Optimum)



SURVEYOR'S STATEMENT

I, Daniel M. Russell, 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.

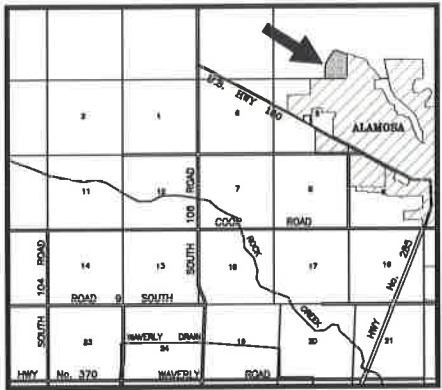
Date

BUILDING SETBACKS

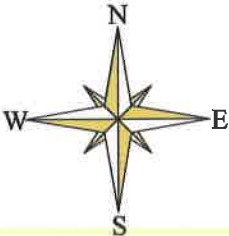
25 feet on front and backlines
10 feet on side lot lines

FLOOD ZONE CLASSIFICATION

According to the FIRM (Flood Insurance Rate Map) for the City of Alamosa, Community-Panel Number 080010 0001 dated April 21, 1999, this property is classified as Zone X, area of 500 year flood, 100 year flood with average depths of less than 1 foot or with drainage areas less than one square mile; and areas protected by levees from 100 year flood.



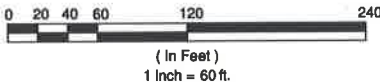
LOCATION INSET
Not to Scale



BEARING BASIS

Bearings shown hereon are based on the assumption that the South line of Parcel 1, bears N 89°57'40" W, monumented as shown hereon.

GRAPHIC SCALE



CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	330.00'	243.37'	237.89'	S 14°56'56" E	42°15'19"
C2	330.00'	71.21'	71.07'	S 00°00'11" E	12°21'50"
C3	25.00'	32.11'	33.80'	N 38°20'21" E	85°02'54"
C4	371.91'	96.29'	96.02'	N 66°17'56" E	14°50'05"
C5	25.00'	18.26'	18.26'	S 65°35'00" E	42°50'00"
C6	50.00'	28.23'	27.86'	N 62°23'34" W	32°21'08"
C7	50.00'	60.49'	60.60'	S 68°32'07" W	69°43'29"
C8	50.00'	65.11'	60.60'	S 03°42'47" E	74°36'19"
C9	50.00'	77.51'	69.98'	S 65°25'28" E	88°49'04"
C10	25.00'	18.69'	18.26'	S 71°35'00" W	42°50'00"
C11	430.00'	40.13'	40.11'	S 88°49'24" E	5°20'40"
C12	430.00'	73.19'	73.10'	N 62°46'37" E	9°45'09"
C13	25.00'	34.06'	31.48'	N 63°04'17" W	78°03'22"
C14	330.00'	69.31'	69.18'	S 30°03'35" E	12°01'59"
C15	250.55'	43.87'	43.82'	S 31°04'53" E	10°01'58"
C16	270.00'	32.44'	32.42'	N 32°38'03" W	6°53'05"
C17	310.91'	78.46'	78.26'	N 28°50'48" W	14°27'35"

LEGEND

- 2 Adjacent Lot Number
- 12 Lot Number
- 4 Block Number
- Phase 5 Boundary
- Lot Line
- Adjacent Lot Line
- Public Utility Easement, 8 feet on inside of all lot lines.
- Set a No. 4 Rebar, with a 2 inch Aluminum Cap, PLS No. 22583
- Recovered a No. 4 Rebar with a 1 inch plastic Cap, PLS No. 22583

SURVEYOR'S NOTES

- This survey does not constitute a title search by Russell Surveyors & Associates, Inc. to determine ownership or easements of record. For all information regarding easements, rights-of-way and ownership, Russell Surveyors & Associates, Inc. relied upon information provided by the client. All record easements indicated in the information provided, and apparent easements that may affect this property are shown hereon.
- According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.
- This drawing is the property of the surveyor and is not to be reproduced, modified or used for any other project 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 reuse or modification of this drawing by others.

RIVER TRECE TWO - PHASE 5

LOCATED IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 32,
TOWNSHIP 38 NORTH, RANGE 10 EAST, NEW MEXICO PRINCIPAL
MERIDIAN, CITY OF ALAMOSA, ALAMOSA COUNTY, COLORADO.

SHEET
NUMBER
1 OF 1

DRAWN: JJC
CHECKED: DMR
DATE: 4-30-15
DRAWING NAME:
R01532

CLIENT:
Regas Chefas
REVISIONS:

JOB NUMBER
R01532



RUSSELL SURVEYORS & ASSOCIATES, INC.
6820 S. Hwy. 17, ALAMOSA, COLORADO 81101
(P) 719/587-3630 (F) 719/587-3632

City of Alamosa
Planning Commission
May 27, 2015
6:00 p.m.
Minutes of the Meeting

The regular meeting of the Planning Commission was called to order on the above date at 6:00 p.m. by Chairperson Mark Manzanares. Present were the following members: Shirley Adcock, Ferris Bervig, Debbie Clark, Barbara Kruse and Don Martinez. Excused: Robert McWhirter. A quorum was declared. Staff present: Pat Steenburg, Harry Reynolds and Julie Scott.

Agenda Approval: M/S/C. Kruse, Clark. Motion was made to approve the agenda as presented. (Unanimous)

Approval of the Minutes: M/S/C. Clark, Adcock. Motion made to approve the minutes of the April 22, 2015 meeting as presented. (Unanimous)

Regular Business - Conduct Public Hearings

Zoning Issues –No applications received.

Planning Issues

The request of Regas Chefas for approval of a final plat. The property affected is River Trece 2, Phase 5, located in the S.E. ¼ of Section 32, Township 38 North, Range 10 East, N.M.P.M., City of Alamosa, Alamosa County.

The public hearing opened at 6:03 p.m.

Manzanares: Who would like to step forward speak for this proposal? State your name and address.

Russell: Dan Russell, Russell Surveyors, 6820 State Hwy 17, I am representing Regas Chefas on this request. What we are looking at is a continuation of the River Trece development approved in the 1990's. There are eight lots; this is a cul de sac. Water and sewer are already in; there will be pavement, curb and gutter installed. It's pretty straight forward, it follows the plan we've been following all along. I can entertain any questions you might have.

Manzanares: Thank you. Is there anyone else that would like to speak for this? Against? We will close the public hearing.

The public hearing closed at 6:04 p.m.

Manzanares: One thing I would like to recommend is before the City takes ownership of the improvements that a postal box is installed for each resident by the developer. This is based on

personal experience; there is not enough for the residents. We just got them. It would be nice for the owner. I know Regas got right on it when he was made aware of it. It's one of those details that tends to get overlooked. There are people out there that have gone for a year.

Steenburg: That is completely out of our jurisdiction, I don't think we can put a stipulation on the motion concerning that. We can suggest it.

Russell spoke from the audience that it would be addressed.

Clark: And the street signs seem to be confusing and missing in that area.

Steenburg: We will take a look. That's usually done as part of the subdivision improvement agreement. The street contractor installs the first ones and we maintain them after that.

Manzanares: Street lights; are there enough? On Mimi Lane there doesn't seem to be enough.

Steenburg: Street lights are typically installed at each corner and one at the end of the cul de sac, depending on the length of the cul de sac.

Manzanares: Okay, thank you. Is there a motion?

M/S/C. Kruse, Adcock. Motion made to recommend approval of the final plat as presented. The property affected is River Trece 2, Phase 5, located in the S.E. ¼ of Section 32, Township 38 North, Range 10 East, N.M.P.M., City of Alamosa, Alamosa County. (Unanimous)

Next Item:

The request of Crown Castle for a Permitted Use by Special Review to allow modifications of an existing cell tower. The property affected is Lots 1-8 inclusive, Lots 25-32 inclusive, Block 61, City of Alamosa, Alamosa County also known as 702 San Juan Ave.

The public hearing opened at 6:09 p.m.

Manzanares: Is there someone to speak? Please step up to the podium and state your name and address.

Mc Garey: Mark Mc Garey, 2803 Birch Row, Englewood. Good evening staff and commissioners, I am pinch hitting here for Michele who is ill and in the hospital. I've worked with Crown a number of years and will try to muddle through this as best as I can. In terms of the site, forgive me if I need to refer to the notes. As the chairman indicated, Crown would like a permitted use to add additional antennas to the existing monopole tower behind the Green Spot. T mobile would like to add 6 antennas and five remote radio units at the 43' centerline. I can answer any questions you might have.

Manzanares: Thank you. Is there anyone else that would like to speak for this request? Against? Step up to the podium and state your name and address please.

Billings: James Billings, I own 720 San Juan. I've been in touch with Michele Williams and Crown Castle since March 30th. I bought Mayflower building on foreclosure and 720 came with it. I have been in contact by email and phone and haven't got very far on negotiating a new contract. I would like the council to put this on hold and not allow them to continue until they renegotiate the lease with my company, JT Properties.

Manzanares: Thank you. Anyone else that would like to speak against this request? We will close the public hearing and open it up to questions.

The public hearing closed at 6:10 p.m.

Manzanares: Are you aware of Mr. Billings's concerns?

McGarey: Yes, Mr. Chairman and Commissioners, certainly Crown is interested in working with the property owner and that our rights are secure and happy with the arrangements. Crown legal team is looking into the situation and the process takes a bit of time. We feel like we have a valid lease. The original lease was not recorded. Crown secured these tower sites after the original development. We certainly want to work with the property owner on the lease. But we feel the land use issue before you is separate from this. The tower has been there for a number of years and Crown would like to stay in good standing with the City. The track record and history of the property is going to take a bit of time. We will work diligently with the land owner on the lease but feel this should not hold up the tower modifications. Should we not come to an agreement and the lease is invalid, then the tower comes down if we can't come to terms. From that perspective we'd like to continue.

Manzanares: My feeling is this issue lays with the owner. Pat, your thoughts?

Steenburg: You will make a recommendation to council for approval or denial of a permitted use by special review for modification of the existing tower they will hear this at the first meeting in July. I would recommend that you make your recommendation with the lease issues being ironed out. I wouldn't let it drive your decision. It's fostering co location on the tower. And let's utilize the towers that we have if you feel the need to put a condition on a perfected lease. If the lease is not good the tower goes away regardless of the new antennas are on it or not.

Bervig: Crown Castle owns the tower and the lease was with the previous owner. You have had no contact with Crown Castle?

Billings: I haven't heard from them in about 3 weeks. And according to my attorney and Community Banks, the lease is gone it was foreclosed on. When I purchased the foreclosed property I scanned all the documents and sent them to Michele at Crown Castle and they know I am the new owner. They say it is a timely and lengthy matter.

Steenburg: I would recommend that they resolve the lease issues before the hearing at City Council on July 1st.

Bervig recommended working with the owner since the location is exactly what the City recommends on towers.

Clark requested clarification on the ice bridge.

Adcock questioned if the recommendation was made with the contingency what would occur if that agreement wasn't made.

Steenburg said the city attorney would be consulted.

For the record, there were technical difficulties during the discussion.

After further discussion regarding the foreclosure and lease the following recommendation was made.

M/S/C: Adcock, Kruse. Motion made to recommend approval of the request of Crown Castle for a Permitted Use by Special Review to allow modifications of an existing cell tower contingent upon an agreement being reached with the owner and the applicant. The property affected is Lots 1-8 inclusive, Lots 25-32 inclusive, Block 61, City of Alamosa, Alamosa County also known as 702 San Juan Ave. (Unanimous)

Other Business:

Ruthie Brown, owner of the Green Spot wanted to voice her concerns regarding the La Puente aluminum can recycling center that was proposed at the March 25th meeting and continued. She is 100% against it. They also do not need a garage for them to work on vehicles. Trash is a concern and she feels it should be located at the City recycling yard not bordering the residential neighborhood.

Scott White was also present to make Planning Commission aware of his opposition to the project reiterating his position on the proposal as he had previously stated during the public hearing held March 25th. Trash was his biggest concern. He feels there are a lot of issues and is not impressed with communication from La Puente.

Planning commission made them aware there will be another hearing because it was continued.

Adcock requested that staff check on lighting at the south end of Ross Ave. in the vicinity of Community Corrections.

Martinez also requested that staff check on the lighting in the Washington Addition.

There was also a question on vehicles being parked and not moving and time limits, specifically on Main St.

There was a question of the path being constructed in the River Trece area.

Ms. Brown wanted the Commission to be aware of the Society Hall project and the June 14th open house and extended the invitation to all commission members.

Correspondence: Distributed.

After no further business, the meeting was adjourned at 6:40 p.m.

Respectfully submitted,

Julie Scott
Recording Secretary

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Motion authorizing the City Manager to accept and sign the KaBOOM! Letter of Intent and authorize staff to use anticipated savings from the Cole Park Walking Track Replacement Project towards meeting the KaBOOM! fundraising requirement.

Recommended Action:

That Council authorize the City Manager to sign the Letter of Intent with KaBOOM! and allow staff to use up to \$8,500 in anticipated savings from the Cole Park Walking Track Replacement Project to meet the KaBOOM! fundraising requirement.

Background:

Two weeks ago La Puente was contacted by KaBOOM! to determine whether or not there was sufficient community interest to apply for a grant towards building a new playground within the city. KaBOOM! is based in Washington DC and builds playgrounds in underserved areas. After meeting with La Puente and reviewing the attached "Build it with KaBOOM! Project Summary", Parks & Rec staff decided to partner with them on this project. Key points:

- KaBOOM! uses a multi-round selection process. our project has made it to the third round with a fourth and final step yet to complete.
- This is a community-based project – needing hundreds of community volunteers.
- If selected for a grant, Design Day would be tentatively scheduled for late July where youth and community members provide input as to what type of playground they want to have.
- KaBOOM! designs a playground valued at around \$80,000.
- If selected for a grant, Build Day would be in September 2015 with the playground going up in one day.
- Space needed for playground is set at a minimum of 2,500 square feet (Zapata is over 3,500).
- KaBOOM! requests the community to raise \$8,500 towards the playground equipment. The remainder is covered by the grant.
- Staff would remove every piece of playground equipment at Zapata Park. The play structure on the tiles and the climbing dome would be relocated (site TBD) since they are still in good shape.
- La Puente is the applicant with the City listed as a partner.
- Short List of potential funders:
 - CarMax Foundation
 - Dr Pepper Snapple
 - Pacific Dental Services
 - Foresters
 - Colorado Health Foundation

The capital plan has the Zapata Park playground getting an upgrade in 2017 with a budget of \$25,000. This would be a great opportunity to save the CR fund money and get a complete update of the playground - spending a maximum of \$8,500 for an \$80,000 playground redo. The Rotary Club is interested in submitting a District Rotary Grant in support of this project, possibly covering half of the needed \$8,500. Public Works has informed Parks & Rec that preliminary cost numbers to resurface the Cole Park walking track are considerably lower than the budgeted amount of \$61,650. Funding the full \$8,500 match shouldn't be a problem even if all other fundraising does not materialize.

The Community Recreation Advisory Board voted at their June 2015 meeting to support the KaBOOM! project for Zapata Park.

Issue Before the Council:

Does Council support the proposed project, time frame, and funding recommendation?

Alternatives:

- Council can agree to support the project outlined herein or decline the proposal
- Council can provide direction to change aspects of the project

Fiscal Impact:

This project can be paid for from savings to be realized from the Cole Park Walking Track Replacement project.

Legal Opinion:

City Attorney will be present for comment.

Conclusion:

This project could provide Zapata Park with an outstanding community playground based on local community input and built using hundreds of community members, ultimately saving Community Recreation future funding.

ATTACHMENTS:

Description	Type
 2015 Cover Letter & Letter of Intent_Standard	Exhibit
 2015 Build it with KaBOOM! Project Summary	Exhibit
 2015 Standard Community Partner Agreement	Exhibit



6/24/15

Dear applicant:

Congratulations on making it to the third round of the selection process for the *Build it with KaBOOM!* playground grant! Before moving your application to the fourth and final step in the process, your organization will need to submit the following:

- Signed Letter of Intent, which signifies full contract approval by your organization

At this stage in the selection process, KaBOOM! requires all applicants to review and approve the draft Letter of Agreement (contract). Please have your organization's authorized signatory and any other necessary parties review and approve the attached contract. Once this has been completed, the signatory must sign the Letter of Intent indicating that the contract is fully reviewed and approved and that your organization is prepared to sign an official contract within three business days of being awarded the Build it with KaBOOM! playground grant.

KaBOOM! cannot recommend your application to the Funding Partner until the contract has been approved. Please note that signing the Letter of Intent does not guarantee funding or approval. Rather, we are now able to move you to the final step in the application process.

If you are applying in partnership with one or more organizations, please have each partner sign a separate Letter of Intent. If you have questions about submitting a Letter of Intent for respective partners, please contact your Community Outreach representative.

This is a boilerplate contract and changes cannot be made. However, if your signatory or any other reviewers have any questions, please direct them to your Community Outreach representative.

We look forward to receiving your signed Letter of Intent by 7/2/15.

Sincerely,

Ayla Bailey, Community Outreach Specialist
(O) 202.464.6416 (F) 202.659.0210
kaboom.org

KaBOOM! Letter of Intent

By signing this document, I understand that if my organization is selected for a KaBOOM! project, my organization will (please initial each point):

- _____ Assume all responsibilities as outlined in the KaBOOM! Community Partner Project Summary
- _____ Fundraise \$8,500 USD toward the cost of playground equipment
- _____ Own and maintain the playground for its lifetime
- _____ Provide land and secure all necessary permits for construction of playground
- _____ Remove all existing playground equipment currently on site
- _____ Perform site preparation resulting in a flat and dirt surface two weeks prior to Build Day of a site measuring at least 2,500 square feet.
- _____ Perform a utility check prior to Design Day and secure all necessary extensions to ensure the utility check is current through Build Day
- _____ Perform a soil test for lead and arsenic within two weeks of Design Day and perform remediation if necessary
- _____ Use Playworld Systems equipment and accept engineered wood fiber safety surfacing
- _____ Allow names and logos of KaBOOM! and the Funding Partner to be displayed on permanent playground signage, measuring 12 ¼ inches wide by 30 ¼ inches tall
- _____ Recruit at least 20 community members, residents, and/or parents to participate in the Design Day and planning process
- _____ Recruit 30 volunteers from the community to participate in two preparation days and recruit 200 volunteers from the community to participate on Build Day
- _____ Provide food, water, tools, a dumpster, and music for volunteers on Build Day
- _____ Build the playground through supervised volunteer installation
- _____ Accept liability for and maintain the playground upon build completion
- _____ Obtain and maintain insurance for the playground and Build Day, and add KaBOOM! and the Funding Partner as additional insureds for the term described in the contract
- _____ Indemnify and hold harmless KaBOOM! and the Funding Partner
- _____ Follow KaBOOM! protocol on all media and promotions as outlined in the Corporate Sponsorship Policy

Signing this Letter of Intent signifies that all contract signatories have reviewed the draft contract and are prepared to sign a final contract within three business days of being awarded a KaBOOM! playground project. *Please ensure that the person authorized to sign contracts signs below.*

Legal Name of Organization: _____

Name and Title of Signatory (please print): _____

Authorized Signature: _____ Date: _____

Signatory Mailing Address: _____

Contact information for person who should receive KaBOOM! Invoice:

Name:

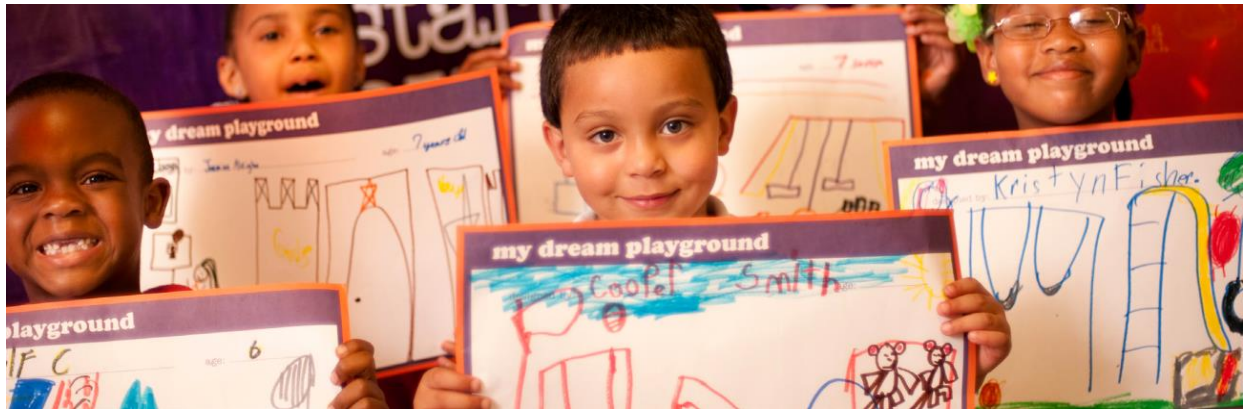
Telephone number:

Mailing Address:

Email:

Fax:

Build it with KaBOOM! Project Summary



KaBOOM! is the national non-profit dedicated to the bold goal of ensuring that all children, particularly the 16 million American children living in poverty, get the balance of active play they need to become healthy and successful adults. KaBOOM! creates and catalyzes great places to play, inspires, empowers and leads play advocates, and educates and elevates the societal conversation about the importance of play in children's lives. KaBOOM! has been a powerful champion for play since its founding in 1996, working with partners to build, improve and open more than 15,000 playgrounds, engage more than 1,000,000 volunteers and serve more than 6,600,000 children.

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[KaBOOM! Corporate Sponsorship Policy](#)

Who's Who | Getting to Know the PLAYers

KaBOOM!

The Community Outreach team at KaBOOM! is responsible for screening and guiding applicants for playground projects through the selection process and ultimately preparing organization/s for a *community-led* play space project. KaBOOM! will:

- Pair partners with a certified playground safety inspector Project Manager & Installer
- Provide coaching and guidance for approximately 8 – 10 weeks of project planning
- Facilitate Design Day in person, leading discussion around community building
- Facilitate Build Week in person, serving as a liaison between partners and vendors
- Support community's relationship with a sponsor, also known as a Funding Partner
- Offer tools and mentorship from our growing [Playmaker Network](#) for the community

Community Partner | That's You!

A Community Partner can be one or several child-serving non-profits serving a high need population in need of a safe place for children to play. We look for Community Partners who have a “Can Do” spirit, are prepared to take on the roles and responsibilities involved in completing a community-built playground project. Community Partners will:

- Build playspace that includes 2500 square foot playground with [enhancement projects](#)
- Form a committee of 10 – 15 community members working as a team on project planning
- Develop meaningful relationships to support community-build planning process
- Own or attain permission to build on available land
- Complete necessary site preparation
- Assume insurance, maintenance, and liability of the new play space
- Research and secure any necessary permits required locally to build play space
- Contribute a cash contribution towards the cost of equipment
- Host Design Day and Build Week

Funding Partner | The Sponsor

KaBOOM! has worked with more than 200 [Funding Partners](#) over the past 18 years to build more than 2,400 playgrounds, creating places to play for an estimated 6.6 million children. Many of our Funding Partners want to make an impact in specific geographic areas, such as where they are based or have a local office, so they designate the city they would like to build in and provide insight into the type of Community Partner with whom they are hoping to work. Funding Partners will:

- Generously donate the majority of funds needed for the playground project
- Select their Community Partner for the play space project
- Commit volunteers to help build the playground alongside community volunteers
- Establish a relationship with their KaBOOM! Community Partner
- Support our collective vision to promote and protect play through their networks

Project Timeline

Confirming Selection

Each Build It with KaBOOM! opportunity is extremely competitive. In order to consider potential organizations, KaBOOM! requires the submission of several key documents before the application is considered complete (see [Administrative & Legal](#)). When a Community Partner is selected by a Funding Partner, the general timeline between notifying Community Partner of their selection and meeting the Project Manager and Funding Partner is two weeks, although in some cases it may be more or less. During this time, selected partner(s) will want to mobilize all that expressed interest in their involvement.

Design Day¹

The official kick off ...this is where the fun begins. It is when we give the true play experts—the *kids*—a chance to tell us what they would like to see on their new playground. Design Day is also the time to rally the community, get them committed to joining the planning committee and ask for their input on the playground design.



1 hr

Site Walk



1 hr

Youth Portion



2+ hrs

Community Meeting



Site Walk | The purpose of the site walk is to familiarize the Project Manager with the site for the new playground with key representatives of the Construction committee and those knowledgeable about site preparation, applicable permitting, and installation decisions.

Youth Portion | This energetic and heartwarming session is where children will be asked to draw and present their dream play spaces! A minimum of 20 children from the direct community and/or served by the partnering organization(s) must be present.

Community Meeting | At least 20 adults should participate in this “town hall” type meeting, with the central goal of Design Day being to finalize a planning committee. Participants should be interested in taking on responsibility during the entire process.

Build Week

Prep Day 1

30

volunteers

8 am – 5 pm

Prep Day 2

30

volunteers

8 am – 5 pm

Build Day

200 – 250

volunteers

8 am – 3 pm

Prep Day volunteers take care of various jobs (unloading playground equipment, cutting lumber for enhancement projects, priming walls for murals, etc.). It is not always necessary to use both Prep Days if everything is accomplished on Prep Day 1, but you should be prepared to recruit for both days. **Build Day** typically runs from an 8 am arrival on site to a 3 pm ribbon cutting ceremony. Volunteers should plan to stay for the duration of the day.

¹ Following Design Day, the Project Manager will submit the community's wish list to Playworld Systems. Playworld's designers will produce three (3) custom designs and the community will be responsible for picking the winning design.

Site Preparation & Construction

Construction Committee

The goal of this team is to prepare the site for the build and get the tools and materials needed as introduced during outreach and implemented during the planning process.

1. **Site preparation** – The Community Partner is responsible for the completion of site preparation. The entire playground footprint must be prepared to a flat, dirt surface with no more than a 2% grade and any existing playground equipment within this footprint must be removed. Different ground surfacing involves alternative preparation expectations that would be discussed during screening. Test holes will be requested by the Project Manager to get a sense for the challenges around hole digging. This must all be completed at least two weeks before Build Day.
2. **Soil Testing** – If selected, The Community Partner must have the soil tested of proposed playground site for levels of lead and arsenic prior to the Design Day. Partners may identify the lab of choice as long as they test for lead and arsenic. Past Community Partners have used the following company with success: testamericainc.com/locations/locationmap.htm. It is the community partners' responsibility to have the results analyzed according to local standards to see if the levels are acceptable. *If levels are too high, it is the Community Partner's responsibility to remediate the soil appropriately.*
3. **Utility Check** – If selected, the Community Partner must have public and private utility checks completed. The public utility check should be a free service from utility providers. The first check must happen right after a site is selected and **completed by Design Day** so any utility lines that will affect the design of the playground can be taken identified when the playground is designed. It is the responsibility of the Community Partner to extend the utility check to cover the Build Week, when holes will be dug for the playground.
4. **Signage** – A sign welcoming visitors to the playground will be installed near the entrance of the playground. The Welcome Sign is two-sided and measures 30.25 inches by 12.25 inches. The language on the sign will include the appropriate age range of the playground as decided by the Community Partner as well as the organization's logo(s) and the logos of KaBOOM! and the Funding Partner.
5. **Tools** – The community is collectively responsible for providing the tools necessary for the Prep Days and Build Day. We encourage communities to find ways to gather the required tools through lending and by involving other community groups or members in the project, saving the cost of purchasing the tools. Some cities have public tool banks, which is a great place to start.



Sample Tool List & Sample Pictures

Wheelbarrows (15)	6' & 8' Step Ladders (2 – 3 each)
Spade shovels (30)	4 lb. Mini Sledge & 8 lb. Sledge Hammers (2 each)
Rock/metal rakes (30)	Claw Hammers (10)
Digging bars (2 - 3)	Tamps (3)
Manual post hole diggers (5)	Corded Drills (10+)
Cement (or garden) hoes (15)	Cordless Drills with Chargers (5+)
Garden hoses (2 - 3) with Spray Nozzles	25' & 100' Extension Cords (5 each)
Power Strips/Cord Splitters (5)	Garbage Cans (3-5)
Pop Up Tents (4)	Tables (15) & Chairs (60)



Skid Steer (1)



12" & 18" Auger Bits



Spade Shovels



Metal Rakes



Cement Mortar Hoes



Wheelbarrows



Manual Post Hole Diggers



Digging Bar



Tamp



12" Miter Saw



Drills (Cordless / Corded)



6' & 8' Step Ladders

Sample Enhancement Projects

Work with a KaBOOM! Project Manager to identify projects that will transform your outdoor space for community gatherings and activities. More examples can be found on our [website](https://www.kaboom.org).



Mendocino Bench



Picnic Tables



Planter Bench



Wooden Shade Structure



Asphalt Games / Painting



Gardening

Administrative & Legal Responsibilities

1. **Community Partner Agreement** – KaBOOM! requires potential Community Partner(s) to review and approve the draft Community Partner Agreement by any legal or board review, before moving ahead in the competitive application process. Referred to as a *Letter of Agreement (LOA)*, we cannot fully consider any organization until this document has been reviewed and approved by all necessary parties. You do not need to fill out the template. **Please direct any questions or comments to your Community Outreach team member immediately.**
2. **Land Ownership** – Community Partners must provide either proof of land ownership (a copy of the deed, tax records, or a property survey) or a copy of their current lease and a Letter of Permission from the landowner. KaBOOM! will provide the template letter in the latter case.
3. **Insurance** – Community Partners must be able to provide insurance for the playground amounting to one million dollars in commercial liability insurance or equivalent, as well as add KaBOOM! and the Funding Partner as ‘additional insured’ parties for the Build Week and one year thereafter. Proof of insurance must be submitted to KaBOOM! 30 days prior to the Build Day. Insurance is not required to be in place until Build Week. For self-insured entities, the self-insurance must be primary for the same amount of time. It is imperative that applicants check in with their insurance broker to ensure this can be completed.
4. **Permitting** – Community Partners must determine whether or not they need a permit to build a playground at the proposed site. Identifying the process for obtaining and ultimately obtaining a permit (if applicable) can be time consuming; it is important to understand these requirements during the selection process, so that KaBOOM! and the community partner can meet timelines required by any applicable permit. Prior to the KaBOOM! Build Day, securing a permit is the sole responsibility of the Community Partner.
5. **Community Contribution** – Community Partners are responsible for raising a financial contribution of \$8,500 for the project, which may be raised using a combination of existing funds, grassroots fundraising and local business support.² This cash contribution is due to KaBOOM! 30 days before the Build Day and goes directly toward the playground equipment costs.
6. **Playground Surfacing** – *Build it with KaBOOM! Grants* include Engineered Wood Fiber (EWF). EWF is safe and ADA compliant under play structures, as long as it is regularly raked to an even, deep distribution. Community Partners interested in alternative forms of safety surfacing are responsible for fully securing the funds for site preparation, completing site preparation in advance, purchase, and installation of alternative safety surfacing.

² KaBOOM! encourages Community Partners to reach out to local organizations for support, but please be aware that KaBOOM! enforces a **Corporate Sponsorship Policy** which we ask all Community Partners to abide by to ensure that the Funding Partner receives primary acknowledgement and that no competitors of the Funding Partner are solicited for support.

Community Engagement | The Planning Committee

Planning Committee³

Committee Chairs and the Planning Committee make up the core of every KaBOOM! project. If selected, Community Partners are responsible for identifying Chairs and recruiting 10-15 committed individuals who will drive the project forward to ensure success, as well as focusing on the lasting impact the project can have on the community. Planning Committee members should be available to participate in a one-hour weekly conference call with the Funding Partner and KaBOOM! Project Manager as well as commit to time in-between calls to fulfill responsibilities.

A toolkit with resources for all planning committee teams can be found on our website, [here](#).

The Planning Committee will be broken down into the following Leaders & Teams

Main Points of Contact / Committee Chairs

- Champion community engagement throughout the process
- Track & celebrate the community's accomplishments on a weekly basis

Play Chair

- Identifies a volunteer to lead a playful warm-up during Build Day kick-off
- Develop ways for children to participate in the project from the beginning to the end
- Teach & mentor youth about volunteerism & instilling ownership of the playground
- Facilitate play activities into the planning process build day and post-build
- Criteria: creative, responsible and good with children

We've heard from our alumni that there is significant impact made on the individual child who is a part of the planning and implementation of a KaBOOM! project. Ideas for encouraging and supporting youth involvement are available on our [website](#).

Recruitment Team

- Helps recruit 30 volunteers on Prep Day 1 and Prep Day 2
- Helps recruit and track anywhere from 75 – 200 community volunteers for Build Day
- At least half of the volunteers should be community members, residents, and/or parents
- Secures a sound system with mic to play music and make announcements during build day
- Identifies a photographer and/or videographer to document Build Day

Fundraising Team

By contributing to the project financially, the community gains greater ownership of their playground and this helps ensure long term care and maintenance.

- Prepares a solicitation letter and distributes to potential community supporters
- Hosts fundraising events that encourages broad community support and contribution
- Tracks donations and submits payment of \$8,500 to KaBOOM! in a timely fashion

³ At least 50% of the Planning Committee must be **non-staff**, including parents, grandparents or guardians of children served by the partnering organization, as well as interested residents and community members.

Food Team

This team will build new relationships and help shine a light on the project and the great work communities are doing with businesses that are a part of the community.

- Feeds volunteers a healthy and easy to serve breakfast & lunch all 3 days of build week
- Provides healthy snacks & beverages to keep volunteers hydrated all 3 days of build week
- Develops a plan for serving, distributing, and cleaning up a designated food area
- Ensures that there are suitable vegetarian options

Logistics Team

- Secures a storage area to store the equipment once it is delivered⁴
- Ensures restrooms are accessible for volunteers
- Identifies running water & electrical sources for build week
- Secures a 40 cubic yard dumpster and recycling container
- Knowledgeable about what debris from Build Day can be recycled or reused
- Develops a plan for on-site safety
- Secures a First Aid/CPR certified volunteer for each day of build week

PR Team

This team will be responsible for presenting this project to the community at large and to volunteers on Build Day.

- Participates in a PR specific call approximately 2 weeks after Design Day
- Generates press, publicity and social media materials announcing the project
- All materials must be sent to your KaBOOM! Project Manager prior to distribution

KaBOOM! Corporate Sponsorship Policy

Please be aware that KaBOOM! has a Corporate Sponsorship Policy that all Community Partners must abide by to ensure that contributions from the Funding Partner are appropriately acknowledged:

- Volunteers recruited from organizations or companies should be in groups of 10 or less
- No branded clothing or signage from groups other than the Community and Funding Partner may be worn during build week
- Volunteers cannot wear any hats, shirts, buttons, etc. identifying them as part of another group or organization
- Only the Funding Partner, Community Partner and KaBOOM! will have permanent signage or recognition on the project site
- Community Partners cannot solicit support from direct competitors of the Funding Partner
- If a restaurant donates food, they may include menus or cards on the serving table
- Other organizations and companies may be thanked by making one large banner recognizing all project supporters

⁴ In most cases, the KaBOOM! project budget can cover the expense of a temporary storage container, its delivery and pick-up from site.



COMMUNITY PARTNER PLAYGROUND AGREEMENT

June 2, 2015

KaBOOM!, Inc. (referred to herein as KaBOOM!) is pleased that «CP» (referred to herein as the Community Partner) has agreed to collaborate with KaBOOM! and «FP» (referred to herein as the Funding Partner) in the construction of a new playground at «Site_Name», «Site_Address», «City», «State» «Zip» (the "Project"). This Community Partner Playground Agreement (this "Agreement"), which sets forth the Community Partner's obligations in connection with the Project and certain matters on which the parties have agreed, will, when executed by the duly authorized representatives of each party, supersede any prior agreements and represent the complete legally binding agreement between the parties regarding the Project.

1. Obligations of the Community Partner. The Community Partner shall work with KaBOOM! and the Funding Partner as well as community residents to design, plan and build the Project. By executing this Agreement, the Community Partner is unconditionally agreeing to each of the following obligations, in each case meeting the requirements provided by KaBOOM!:
 - (a) Fundraising. In support of the Project, the Community Partner must contribute \$«Contribution» to KaBOOM!, which will apply the funds directly to the purchase of playground equipment. KaBOOM! will invoice the Community Partner for such amount promptly following the execution of this Agreement, which amount must be paid in full at least thirty (30) days prior to the Project's Build Day (as defined below).
 - (b) Project Site.
 - (i) Ownership. At the time of execution of this Agreement, the Community Partner shall provide KaBOOM! with proof of land ownership evidenced by either a deed granting title to the property to the Community Partner or a letter from the property owner showing approval for the Project. The Community Partner is the owner of the playground in its entirety, for the lifetime of the playground, including the equipment and/or safety surfacing purchased by KaBOOM! and/or the Funding Partner.
 - (ii) Permits. Prior to Build Day, the Community Partner shall obtain or cause to be obtained all necessary permits and licenses regarding the installation, possession and use of the playground in compliance with applicable laws and regulations.
 - (iii) Preparation. The Community Partner shall ensure that the Project site is safe for volunteers and children, which responsibility includes: (1) recruiting fifteen (15) adult volunteers to participate in preparation activities two to three days prior to Build Day; (2) preparing the site for the installation of the Project at least two weeks before Build Day, which includes removing existing playground equipment, footers and safety surfacing, grading the land, removing fencing and performing soil tests; (3) conducting up to two (2) utility checks as reasonably requested by KaBOOM! with the appropriate utility companies, with the first test being completed on or before Design Day (as defined below) and with all utility check documentation provided upon completion to the KaBOOM! project manager who shall supervise the planning and installation of the playground (the "Project Manager"); and (4) conducting up to two (2) soil site tests as reasonably requested by KaBOOM!, with the first test being completed on or before Design Day and with all soil check documentation provided to the Project Manager upon completion. The Community Partner is responsible for undertaking any necessary risk mitigation should the soil be deemed unsafe for children and volunteers.
 - (iv) Safety and Security. The Community Partner shall ensure the security of equipment, tools, supplies and well being of the adults and children from the beginning of the preparation activities until the conclusion of Build Day, including any postponement.
 - (v) Maintenance. Maintenance of the playground facility and supervision of its use is the sole responsibility of the Community Partner. The Community Partner shall collaborate with KaBOOM! during the Project

- planning process to develop a maintenance program for the playground and, with the support of the property owner (if owner is a separate party), shall maintain the playground and the property before and after the Build Day to ensure a safe and attractive playspace. In furtherance of the foregoing, in the event any playground equipment included in the Project no longer is permitted for any reason to be located at its original site of construction or such site is no longer controlled by the Community Partner for any reason, then the Community Partner promptly shall notify KaBOOM! following its becoming aware of such situation and shall, at the Community Partner's sole cost and expense, take such steps as may be necessary to promptly and safely relocate the playground equipment (including any permanent signage and other fixtures) to an alternate site that serves children or to ensure that the successor controlling person of such site shall continue to make such playground available to children in the same manner contemplated as of the Build Day and maintain (or permit the Community Partner to maintain) such playground in accordance with the maintenance program. In addition, the Community Partner shall accept and maintain engineered wood fiber as playground safety surfacing, meeting standards established by Consumer Product Safety Commission guidelines, for the lifetime of the playground. Guidance and materials for the purpose of developing a maintenance plan for the playground are available, upon request, from the playground equipment and safety surfacing manufacturers, including Playworld Systems, Inc.
- (c) Design Day. The Community Partner agrees to host a KaBOOM!-facilitated "Design Day" with at least twenty (20) adult volunteers and twenty (20) children. Such adult volunteers shall remain engaged in the planning activities throughout the Project's planning process.
 - (d) Build Day. The Community Partner shall recruit «Volunteers» adult volunteers from the community to participate in a one-day installation event for the Project, which is scheduled to occur on «BD_» and which is referred to herein as the Build Day. The Community Partner shall ensure that all volunteers sign a waiver. On the Build Day, the Community Partner shall provide food, water, tools, dumpsters, music and restroom facilities for all volunteers.
 - (e) Promotion; Intellectual Property. The Community Partner shall seek prior approval from KaBOOM! and/or the Funding Partner for any materials that reference the Project or contain the name, trademarks, service marks, logos and other intellectual property (collectively, and together with all goodwill attached or which shall become attached to any of the them, the "Marks") of KaBOOM! and/or the Funding Partner, including press releases, fliers and promotional materials. The Community Partner acknowledges and agrees that each of KaBOOM! and the Funding Partner is the sole owner of all right, title and interest in and to its respective Marks. The parties acknowledge that KaBOOM! and the Funding Partner may take all steps to protect their Marks as they deem appropriate. Any use of the Marks will inure to the sole benefit of KaBOOM! or the Funding Partner (as applicable). The Community Partner shall not use the Marks in any manner that would harm the reputation of KaBOOM! or the Funding Partner or disparage or negatively reflect upon the Marks. Upon expiration of or termination of this Agreement for any reason, the Community Partner shall cease all use of the Marks. The Community Partner shall collaborate with KaBOOM! and the Funding Partner to secure media coverage for the Project.
 - (f) Signage. The Community Partner shall allow the names and logos of KaBOOM! and the Funding Partner to be displayed on permanent playground signage, which shall be substantially in the form provided to the Community Partner during the application process and shall be 12 ¼ inches wide by 30 ¼ inches tall and mounted on poles in a mutually agreed location.
 - (g) Playground Costs. The Community Partner is solely responsible for and shall hold KaBOOM! and the Funding Partner harmless from any costs incurred by the Community Partner for any prior site preparation, upgrades or improvements or any equipment or materials purchased to supplement those secured by KaBOOM!.
 - (h) Warranty. The playground equipment and the safety-surfacing related to the Project may be covered under warranty by the applicable manufacturers, a copy of which may be obtained, upon request, from such manufacturers. The Community Partner acknowledges that any warranties and/or guarantees on any equipment or material are subject to the respective manufacturer's terms thereof, and the Community Partner agrees to look solely to such manufacturers for any such warranty and/or guarantee. Neither KaBOOM! nor the Funding Partner nor any of their respective affiliates, directors, officers, managers, partners, members, shareholders,

employees, agents or representatives, have made nor are in any manner responsible or liable for any representation, warranty or guarantee, express or implied, in fact or in law, relative to any equipment or material, including its quality, mechanical condition or fitness for a particular purpose.

- (i) Insurance. The Community Partner (or such other appropriate entity to which KaBOOM! consents in writing) shall obtain and maintain from no less than seven (7) days prior to the Build Day and through the first anniversary of the Build Day, commercial general liability insurance (providing coverage against liability for bodily injury, death and property damage that may arise out of or be based upon the use of the playground) with a limit of not less than one million dollars (\$1,000,000) per occurrence. The Community Partner shall also obtain and maintain worker's compensation insurance policies with statutory limits for the state in which the work is performed for their volunteer employees. Within seven (7) days from execution of this Agreement, the Community Partner shall provide to KaBOOM! a copy of a certificate from its insurer indicating the nature, scope, duration and amount of insurance coverage, and naming KaBOOM! and the Funding Partner as additional insureds under such policy, which insurance shall be primary over any other insurance covering KaBOOM! and the Funding Partner and which policy shall provide that KaBOOM! and the Funding Partner be given at least thirty (30) days prior written notice of any change or cancellation of coverage.
- (j) Indemnification. The Community Partner shall indemnify and hold harmless KaBOOM!, the Funding Partner and their respective affiliates, directors, officers, managers, partners, members, shareholders, employees, agents and representatives from any and all losses, liabilities, claims, actions, fees and expenses (including interest and penalties due and payable with respect thereto and reasonable attorneys' and accountants' fees and any other reasonable out-of-pocket expenses incurred in investigating, preparing, defending or settling any action), including any of the foregoing arising under, out of or in connection with any breach of this Agreement, any actions associated with this Project or resulting from the use of any playground property and equipment, including those for personal injury, death, or property damage, except to the extent resulting from the gross negligence or willful misconduct of such indemnified person. This provision shall survive any termination or expiration of this Agreement.
- (k) Data and Reporting Requirements. The Community Partner shall (i) promptly following the confirmation of the Project, distribute one or more play-related surveys provided by KaBOOM! to its stakeholders, including parents/caregivers, volunteers, staff and board members, (ii) cause members of its planning committee to complete a post-build survey provided by KaBOOM! within 2 weeks from the Build Day and a 6-month survey provided by KaBOOM! within 7 months from the Build Day.

2. Obligations of KaBOOM!.

- (a) Playground Build. KaBOOM! shall provide technical and organizational leadership and guidance for the Project and shall:
 - (i) Coordinate Funding Partner participation, facilitate playground design, including regular planning meetings, and work with vendors to procure equipment and materials in a timely manner, except to the extent that safety surfacing other than engineered wood fiber is used, which shall be procured by the Community Partner.
 - (ii) Manage construction logistics for the Project, coordinate playground site preparation activities with the Community Partner, inventory equipment and materials, and assure that the necessary tools and materials and other general supplies are available on the Build Day.
 - (iii) Lead the Build Day activities, including the coordination of Build Day captains and volunteers.
 - (iv) Make available certain educational and promotional materials related to the Project.
- (b) Inspection. KaBOOM!, in collaboration with the Community Partner, will secure a Certified Playground Safety Inspector to review the playground structure at the conclusion of the Build Day (or, if KaBOOM! assumes responsibility for the playground construction going beyond one day, at the conclusion of the installation) to ensure that the structure is safe and built to all appropriate standards and guidelines, unless the Build Day is not completed on the Build Day due to failure of the Community Partner, in which case the Community Partner shall secure the Certified Playground Safety Inspector.

- (c) Promotion. KaBOOM! will provide proposed promotional materials relating to the Project for the Community Partner's review and approval, which approval shall not be unreasonably withheld or delayed.
 - (d) Website Listing. KaBOOM! will place the playground on its list of KaBOOM! builds on the KaBOOM! website and KaBOOM! will send information to the Community Partner on playground maintenance programming and enhancements.
 - (e) Post-Build Day. The Community Partner shall (i) within one week following the Build Day, complete and submit a Post Build Report, in the form to be made available by KaBOOM!, and (ii) shall use its commercially reasonable efforts to provide, and otherwise shall cooperate in good faith with KaBOOM! regarding obtaining, such other information related to the Project as KaBOOM! from time to time may request.
3. Build Day Postponement. The Build Day shall not be postponed except when weather or other conditions jeopardize the safety of the volunteers or threaten the structural integrity of the playground. The decision to postpone the Build Day will be made by majority agreement of the representatives of KaBOOM!, the Community Partner and the Funding Partner, except where such decision must be made by KaBOOM! on the construction site and representatives of the Community Partner and the Funding Partner are not available for consultation. In the event that the Build Day is postponed, KaBOOM!, the Community Partner and the Funding Partner shall develop a plan for rescheduling the Build Day at the next earliest date possible for each party. The Funding Partner shall be responsible for all additional expenses related to the rescheduled Build Day, including, without limitation, equipment, labor and materials, storage and travel costs and expenses; *provided, however*, that the Funding Partner shall be notified of the estimated amount of such additional expenses in connection with rescheduling of the Build Day. Notwithstanding the foregoing, in the event that the date of the Build Day is cancelled or changed as a result of the Community Partner's failure to satisfy its obligations in connection with the Project, then the Community Partner shall be liable to KaBOOM! and the Funding Partner for all such additional expenses related to the rescheduled Build Day.
4. Funding Partner Relations. KaBOOM! has a separate contract with the Funding Partner pursuant to which the Funding Partner has agreed to provide financial and human resources for the Project. In recognition of the Funding Partner's contribution of such resources, the Funding Partner shall receive first placement on any recognition materials developed for the Project, including playground signage, banners, T-shirts, press releases, website and newsletter stories, and flyers, and the Community Partner shall not solicit sponsors or donors in relation to the Project whose products or services directly compete with the products or services of the Funding Partner as identified to the Community Partner by KaBOOM! and/or the Funding Partner. In the event the Community Partner solicits other sponsors or donors, then the Community Partner shall not permit such sponsors or donors to compete with the Funding Partner for signage and sponsorship recognition.
5. Termination. In the event that the Community Partner fails to make the payments required under Section 1(a) or otherwise breaches this Agreement, KaBOOM! may terminate this Agreement upon written notice to the Community Partner of such termination. Furthermore, if either party is delayed or prevented from fulfilling any of its obligations hereunder by any cause beyond its reasonable control, including acts of God, acts or omissions of civil or military authorities, fire, strike, flood, riot, act of terrorism, war, transportation delay, or inability due to such causes to obtain required labor, materials or facilities, such party shall not be liable hereunder for such delay or failure and either party may terminate this Agreement if the other is unable to perform any obligation hereunder for a period longer than ten (10) calendar days due to such force majeure event, in which case KaBOOM! shall refund to the Community Partner any amounts paid to KaBOOM!, less expenses already committed and/or incurred prior to the date of such termination. If, upon termination as provided herein, the sum due KaBOOM! by the Community Partner exceeds the sum paid to KaBOOM! hereunder, the Community Partner shall pay KaBOOM! for any such additional sum due upon presentation of appropriate documentation within thirty (30) days of invoice. Except as set forth above, upon any termination, this Agreement shall become void and have no effect, and no party shall have any liability to the other party, except that nothing herein will relieve any party from liability for any intentional breach of this Agreement prior to such termination.
6. General Provisions. The Community Partner represents to KaBOOM! that all information provided by it to KaBOOM!, including in the Playground Profile Application, is true, correct and complete in all respects and does not omit any information relevant to the Project. Each party has all requisite power and authority, including any necessary approval

by its governing body, to execute and deliver this Agreement, and to perform its obligations hereunder. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party hereto. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns, and where expressly stated, their affiliates and representatives. This Agreement shall be governed by and construed under the laws of the State of New York, without regard to conflicts of laws principles to the extent that the application of the laws of another jurisdiction would be required thereby. This Agreement may be altered, modified or amended only by a written document signed by both parties. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute the same agreement and may be delivered by facsimile or electronic mail transmission with the same force and effect as if originally executed copies hereof were delivered. Any notices required or permitted to be given hereunder shall be sent by certified or registered United States mail, postage prepaid, by personal delivery addressed to the applicable party or by facsimile or electronic mail transmission (the receipt of which is confirmed) at the address set forth under such party's signature below. The Funding Partner shall be an intended third party beneficiary of Sections 1(b), (e), (f), (g), (h), (i) and (j) and Sections 2(b), 3, 4 and 6 of this Agreement and is entitled to enforce its rights under such sections as if it were a party to this Agreement.

By executing this Community Partner Playground Agreement where indicated below, each of KaBOOM! and the Community Partner agrees, as of the date identified above, to be legally bound by all of the terms and provisions set forth above.

«CP»

KaBOOM!, Inc.

By: _____
Name: «Signatory_1»
Title: «Sig_1_Title»

By: _____
Name: Gerry Megas
Title: Chief Financial Officer

Address:
«S1_Address»
T: «S1_Phone»
«S1_Fax»
e-mail: «S1_Email»

Address:
4301 Connecticut Ave. NW, Suite ML-1
Washington, DC 20008
T: (202) 464- 6180
F: (202) 659-0210
e-mail: gmeegas@kaboom.org

«CP_2»

«Signatory_2»
«Sig_2_Title»

«S2_Address»
«S2_Phone»
«S2_Fax»
«S2_Email»

Contact information for the person who should receive KaBOOM! invoices:

Name: «Invoice_Name»

Telephone number: «Invoice_Phone»

Mailing Address:
«Invoice_Address»

Email: «Invoice_Email»

«Invoice_Fax»

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Discussion on Public Input Related to Plastic Bag Fee Program

Recommended Action:

Staff recommends that City Council discuss the public input on the plastic bag fee program and provide direction to staff.

Background:

During the Winter Retreat, Council expressed interest in receiving public input on a potential plastic bag fee program. Information related to wanting public input on this topic was distributed through press releases, Facebook, Twitter, City website, and letters to local businesses. Several residents and business owners submitted feedback through e-mail, letters, and phone calls. Additionally, a public meeting was held on May 27th and was attended by eleven residents and/or business owners. All of the public input is included in the attached document.

Issue Before the Council:

Based on public input, does Council wish to proceed with a plastic bag fee program?

Alternatives:

Council can provide direction to staff that includes additional public outreach, creation of a plastic bag fee program for implementation, removal of this item as a priority for the time being, or other direction.

Fiscal Impact:

The only fiscal impact is if Council provides direction to create a plastic bag fee program and that impact would be dependent on the scope of that program.

Legal Opinion:

The City Attorney will be present for any comments.

Conclusion:

The City has received public input on a potential plastic bag fee program that Council can use in discussing the viability of such a program for Alamosa.

ATTACHMENTS:

Description	Type
 Summary of Public Input	Backup Material

Plastic Bag Fee

Feedback

Emails from Citizens:

From: Robert Frederick [<mailto:fredchar3@hotmail.com>]

Sent: Thursday, May 21, 2015 7:12 PM

Dear Julie:

I saw an article in the Pueblo Chieftain regarding plastic bag use in Alamosa. I will be unable to attend the meeting May 27, but wanted to comment.

I would be happy to have less plastic bags. Not sure how we will deal with that, but we will learn!

Char Frederick

From: David E Mize [<mailto:damize12571@yahoo.com>]

Sent: Wednesday, May 27, 2015 4:57 PM

Councilors and Staff,

I regret that I will not not be able to attend the public forum on the issue of a plastic bag tax that seems to have come up recently. As I am sure many of you may suspect, I would very much be opposed to any such tax or fee or ban (or what ever it might be called to avoid TABOR). I have attached several items for your consideration as you examine this issue.

I would be happy to discuss this issue and my position on it in greater detail at you convenience, feel free to contact me if you would like.

*David E Mize
1920 Edison Ave.
Alamosa, CO 81101
Cell (785) 456-3503*

From: Judy Egbert [<mailto:jegbert9357@msn.com>]

Sent: Wednesday, May 27, 2015 8:43 PM Hi Julie,

It sounds like you're the point person for plastic bag comments, so here's mine:

I'm one who carries around my reusable bags and leaves them in the car :(A little kick in the pants would be good for me. But honestly, I don't know that this is the answer. Unless the fee is crazy-high, I'd probably just pay the fee. Maybe the fee can go toward supporting some sort of recycling efforts, so maybe that's not all bad.

Now, removing bags altogether (like some places do in CA), gets your attention pretty quickly. One trip of carrying groceries out piece by piece might get me past the learning curve. Not that I think that's the ultimate solution either.... I know what your day would be like answering the phone if it went that direction :)

No matter what else happens, the grocery stores need to stop bagging only one or two items in each bag. This is infuriating! My guess is that the cashiers are trying to be sure that bags don't break and/or that they are not too heavy for the customer to carry. But honestly, I've purchased 10 items and walked out with 10 bags. So this seems like a good first-line approach that doesn't require additional laws, penalties, or bookkeeping work. It DOES however, require the grocers to voluntarily agree to do this. Trying to enact an ordinance for this would be difficult to define and even harder to enforce.

So.... no easy answers from me, but I thought I'd offer my two cents worth into the discussion process. Please share this with the appropriate folks on your end.

Judy

From: melodie modzelewski [<mailto:melodie.modzelewski@gmail.com>]

Sent: Thursday, May 28, 2015 12:40 PM Hello,

I just finished reading the article in the paper regarding plastic bags. I agree that plastic bags are an issue but I disagree with a "fee" added to the use of them. Just BAN them. Alamosa already has an issue with poverty, to add a "fee" is a insult to those who live in poverty. Those in poverty are not going to spend 1.99 on a reusable bag when they don't even have a 1.99 in a savings/checking account. The city of Alamosa can ban them, then have a bag designing contest held by the city, then the city can hand them out for free, 1 bag per household. Anyone with a household of 4+ can visit city hall for 2 more. I am sure that the city can find sponsors for this project. Also, to even think about adding a fee on a bag when the recycling program isn't even effective is redundant. I strongly urge the city to upgrade it's recycling to include everything plus home pick up and tax Waste Management for not offering recycling in this area when they do in others. For those of us outside of city limits recycling is not easy. Seattle has banned the bags, and has a strong recycling program that has even restaurants composting! If you want to help the environment look to the state of Washington for ideas; they are the leading state in addressing climate issues. Also educate your citizens on the issue. Some people don't know a good box is as workable as a reusable bag.

Thank you have a good day and I wish Alamosa the best!

Melodie Modzelewski

From: Julie Ruybal [<mailto:julie@irisesenergy.com>]

Sent: Friday, May 29, 2015 2:56 PM Good Morning;

I would love it if more people used a reusable bag. I am against a plastic bag fee program. I would rather see a .05 refund per bag used, to those that bring their reusable bags. A refund is a positive way of thinking and promotes a proud community and awareness in our environment. A fee is a negative idea that only promotes complaining and resentment towards the city government. Even those that are on State or Federal Food Assistance need to participate in the program, either way, so that they too feel a part of our community and they also are responsible for helping in our town. You are adding to the problem by excluding them in any part of the program. No discrimination across the board.

Another idea is to have the retailer switch to or at least offer paper bags. That is a much simpler way to lower the use of plastic bags in our town. If the paper is more expensive it is still more cost effective than to be accountable for a fee and the time spent on filing the self-report.

A self-report on plastic bags is a burden on the retailer and I do not believe that a .10 fee will make any difference to those who do not care to use reusable bags.

In my business I do not use plastic bags. I only use paper bags. So how would you make retailers like me exempt?

From: jggritz@q.com [<mailto:jggritz@q.com>]

Sent: Sunday, May 31, 2015 6:16 PM

We don't need more laws that cost us money. (That's something else I'd have to remember as I go out the door.) If individual retailers want to give a \$.10 credit for each bag not used that should be up to them, not the government.

Encourage our new Sheriff to use inmates to keep our roads and byways free from clutter. It may even discourage some crime. (Young people find working on the road in orange jump-suits most embarrassing.)

From: TOM [<mailto:f20slv@msn.com>]

Sent: Saturday, May 30, 2015 9:44 AM

Dear Ms. Scott:

I have several questions and comments regarding the plastic bags used by retailer businesses.

1. Does the Alamosa City Charter give City Council authority to regulate retail commerce at this level?
2. Are the plastic bags really a health issue?
3. Every rule and regulation has a cost to administer. What is the cost to the city and thus, the taxpayers?

4. The revenue stream will probably not cover the cost of implementation. It will add to the cost of doing business for retail business in the Alamosa area, plus it will place an additional burden on our community members who already have a difficult time meeting their basic living costs.

5. Have bio-degradable bagging such as paper been considered? I know business entities in Louisiana who grow pulpwood and produce paper as an occupation.

6. Just because city governments in "trendy" cities such as some of those in California and Colorado's Breckenridge think its a good idea doesn't necessarily make it a good idea for Alamosa.

7. The freedom to charge for plastic bags should be left to the business not mandated by government.

8. This taxpayer chooses to vote no regarding the issue of requiring businesses to charge for plastic bags.

Thank you for considering my opinions.

Sincerely,

Tom Scarlett
714 Murphy Drive
Alamosa, CO 81101

From: Chayne [<mailto:isabella.chayne@gmail.com>]

Sent: Saturday, May 30, 2015 7:37 AM

Good morning, Ms. Scott!

I am writing to advocate for a per-bag charge on plastic bags at grocery and other retail stores in Alamosa.

Although these bags are not the only source of trash that litters our beautiful landscape, this ordinance would be a great first step in cleaning up our landscape.

In addition, this step would demonstrate, not only to our local community, but to the larger Colorado community, that Alamosa is not a backwards, conservative community, which allows the residents to act only in their own best interest, but is a community that considers the larger system, ecosystem in this case.

I try to bring my own bags when I shop, and although I sometimes forget and get a plastic (or paper if I shop at City Market), I would gladly pay the \$.10, and then I would gladly recycle the bag afterwards.

I see so many of these bags going out the doors at both the grocery stores and Walmart. I have seen shoppers leaving Walmart with two carts full of bags (granted they may be doing a "once-a-

month” shopping), and I have to comment at the destruction these shoppers are causing. Multiply that by all the shoppers in the Valley with no other alternative but to shop at Walmart.

In addition to supporting this ordinance, I would gladly pay extra each month to support curbside recycling, which I have been advocating for 25 years (I two very extensive conversations with former city manager, Mike Hackett about this subject). My partner & I recycle as much as possible, even taking glass and other “non-recycleables” we can’t recycle, out of town, when we visit our daughter in Boulder. We do a great job recycling, to the point that we only have our trash picked up about one time per month. If even 1/2 of the citizens of Alamos do this, we could really put a dent in our trash production. I get so upset when I see our neighbors with extra trash on their curb, consisting largely of recyclables (like cardboard boxes).

I could go on & on regarding this subject, but I would like to close with this thought: I routinely think about leaving Alamosa, although I have lived here for over 40 years. Why? In large part, I don’t believe that the city is very progressive. A step like this would prove to me that the Alamosa City Government does consider the larger system, including our ecosystem.

Thank you for giving me this time to express my thoughts regarding the issue of plastic bags, which is just the small tip of the iceberg in moving us forward.

Isabella-Chayne Boutillette

From: Eric Burt - Kristi Mountain Sports [<mailto:eric@kristimountainsports.com>]

Sent: Friday, May 29, 2015 3:52 PM Hi Julie,

Please forward these links to Heather.

<https://www.illinoispolicy.org/unintended-consequences-of-a-plastic-bag-ban/>

<http://www.bloomberg.com/news/articles/2013-02-04/the-disgusting-consequences-of-liberal-plastic-bag-bans>

<http://www.cato.org/publications/commentary/dc-skip-bag-save-river-making-us-all-sick>

<http://economistsview.typepad.com/economistsview/2013/02/reusable-grocery-bags-can-kill-unless-washed.html>

<http://www.ecomythsalliance.org/2014/05/myth-paper-bags-are-greener-than-plastic/>

Thanks,

-EricEric Burt

Owner/Manager

Kristi Mountain Sports, LLC

OTHER INFORMATION FROM EMAIL ATTACHMENTS AND PUBLIC MEETING:

May 29, 2015

Ms. Heather Brooks-City Manager
City Hall
425 4th Street
Alamosa, CO 81101

RE: Plastic Bag Charges

Dear Ms. Brooks:

I read your comments in the Valley Courier newspaper. It appears your proposal is a solution looking for a problem. On my many walks and bike rides around town I see very few plastic bags, but many discarded fast food wrappings and containers. Perhaps a better idea would be to tax takeout orders.

Your proposal would penalize everyone when the problem, if it is one, is very minor. I would like to know who would keep the money generated by such a tax. Does the retailer keep the money collected? Also, what is a "trash stream"?

Maybe carry outs should be taxed.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Bruce J. Meyer". The signature is fluid and cursive, with the first name "Bruce" and last name "Meyer" clearly distinguishable.

Bruce J. Meyer

BJM/dm

Cc: Mayor Lucero & City Council Members

May 26, 2015

MEMO

TO: Heather

FROM: Julie

SUBJECT: Plastic bag comments

Randall Pierson, SLV Pizza, another tax? Unenforceable, more hassle than it's worth, any incentives?

Jeff Liektieg, Kentucky Fried Chicken is for recycling, against littering but sounds like another tax to him. Also people don't normally bring reusable bags to pick up chicken. He could look into paper bags for to-go orders.

Margaret Poulson no address given, likes getting the plastic bags because she reuses them.

Gail Woodke, no address given, is in favor of the fee, but not to pay for welfare recipients bags.

Laura Cranson, Valley Food Coop, is very much in favor. The Coop now charges .25 per paper bag to encourage the use of reusable bags.

Loretta Mitson, maybe the City could have a "design the bag" contest and sell reusable bags (produced locally perhaps) very much in favor.

Kristina Crowder, Robert & Char Frederick sent emails all in favor.
Mandy Pittman, Alamosa Farmer's Market, how will it affect them?

Public Meeting
May 26th, 2015
6:00pm

The topic for discussion is whether City Council should create a plastic bag program similar to other communities and the meeting is designed to collect information on the pros and cons of this type of program. When asked what the problem was, Heather explained her impression was that the problem, or issue, is that plastic bags are in the right away, not the waste stream. They are found in trees, on the ground, and littering the sides of city roads and highways. She explained that it was also her impression that some feel there is a need to reduce the amount of plastic bags that enter the waste stream as well. Several shared that too many plastic bags are produced and they take years to break down creating a world-wide problem. When asked about locating recycling bins around town, Heather explained that if the bins were used for other waste it would not be recyclable since it could contaminate the items in the bin that can be recycled.

At this point in time, plastic bags are given freely to consumers and can often be found blowing in the wind. It was brought to attention that there are currently recycling receptacles at Safeway, City Market, and Walmart that collect used plastic bags and other stores, like Rainbow's End, could make use of used bags. Many who attended did not agree with the 10 cent per bag charge and suggested that the City was serious about implementing the program that it should provide bags that are reusable to the public for free. Someone added that the Valley Coop has started charging their customers 25 cents per bag and customer feedback could be beneficial in making this decision. There are a series of debates on this subject online having to do with "unintended consequences of banning plastic bags." In other examples, the intended effects did not happen and they were unable to reduce waste. As an unforeseen side effect, people were becoming ill from using and reusing their grocery bags and not washing them between trips.

Some of the attendees announced that they would be interested in paying extra for curbside recycling. On the topic of using reusable bags, many had concerns that bringing their own would slow down productivity for store employees and bring about an increase in theft. Several retailers shared their concern on the upfront cost and labor to change their point-of-sale system to accurately charge and track for this type of program. It was also brought up that the current location of the recycling center may contribute to the decrease in resident recycling. It now takes more time and money to travel across town to recycle items than it did when the center was located on Ross Avenue.

Many store owners were concerned that an extra charge for plastic bags may drive customers away, not to mention any tourists that pass through. It was suggested that taking a plastic bag be made a choice, instead of how they are freely dispensed now or forced onto businesses. Retailers also thought of the negative attention this would bring from the surrounding areas. To residents, this may look like more tax and drive them to purchase their items online, where there is no sales

tax. This could hurt small businesses. Many felt that the Valley is comprised of low-income counties and that this will feel as if we are “nickel& diming” them. Several felt that this might work for other communities, but it was not a good fit for Alamosa and the Valley.

Some attendees felt that this is an issue that must be dealt with, if not now eventually. When littering harms the environment, fish and wildlife, it comes down to personal responsibility. It was shared that there are places that offer discounts for those who bring in their own bags. If there was an incentive to bring your own bag, more people may stop using the plastic bags that are given. There were inquiries about an increase charge for the small produce bags that are distributed for fruits and vegetables. They will not have an extra charge, but that is not to say that they will not be littered as well. As for the incentive, that is an agreed decision that must be made between the business and customers, it should not be a government issue.

Of the people who attended the meeting, 1 was in favor of the fee, 6 were not in favor, and 4 were on the fence and open to alternatives. There were also many elected officials who were only present to listen to opinions. However, all that attended agreed that the plastic bags are a problem. Some said that it was not only the bags, but a majority of littering is attributed to fast-food waste, pop bottles, and cigarette butts. People tend to throw trash where they see trash, creating bigger piles.

There were great responses for volunteer work within the city from prisoners at the jail to having a cleanup day for schools. Sadly, this sort of cleanup would have to be made on a daily basis to keep the city clean, especially after the wind scatters existing trash. There were inquiries about why the recycling center did not recycle glass anymore. Heather explained that it was cost prohibitive. Instead of collecting the glass, the City is purchasing a glass crusher to reduce space in the landfill and reuse the glass. Unlike what happened in Durango, with their glass crusher, Alamosa will not be acquiring the equipment to make money, but use it for the sole purpose of reducing the waste stream. Typically, this equipment has about a 5-year return on investment.

As for the fees for plastic bags, those on food assistance would be exempt. It was asked if there were any possible grants that could pay for increased recycling efforts. However, grants are very rare for operational purposes. Instead of using curbside recycling, it was asked if having small stations in every neighborhood would be less expensive. Having clearly labeled, color coded bins and using common sense when recycling could make a large difference. All in all, the meeting brought positive feedback from those who attended and brought discussion points to impact the discussion for City Council.

Environment



Despite common misconceptions, plastic bags are actually the most environmentally friendly option at checkout. They're 100% recyclable -- unlike some alternatives -- and studies show **banning plastic bags could increase global warming, put more carbon in the air, require more trucks on the road and use up more water** because consumers would be forced to use alternatives like paper and so-called "reusable" bags. Plus, studies show that taxes and bans don't prevent litter or keep plastic waste out of landfills.

Across the U.S., millions of people choose plastic bags to take items home from the store.

Plastic grocery bags are a greener option at checkout

- Plastic bags require less resources to produce and transport than common alternatives
 - The plastic bag production uses less than 4% of the water needed to make paper bagsⁱ
 - Plastic grocery bags require 70% less energy to manufacture than paper bags.ⁱⁱ
 - For every seven trucks needed to deliver paper bags, one truck is needed for the same number of plastic bagsⁱⁱⁱ
 - American plastic bags are made from natural gas, NOT foreign oil. In the U.S., 85% of the raw material used to make plastic bags is produced from natural gas.^{iv} This means the U.S. plastic bag industry is helping our economy and reducing our dependence on foreign oil-producing nations
- The life cycle of paper and reusable bags has a significantly larger impact on the environment than plastic bags
 - A standard reusable cotton grocery bag must be reused 131 times "to ensure that they have lower global warming potential than" a single use of a plastic bag
 - It would take 7.5 years of using the same cloth bag (assuming one grocery trip per week) before it's a better option for the environment than a plastic bag reused three times^v
 - Plastic bags generate 80% less waste than paper bags^{vi}
 - 2,000 plastic bags weigh roughly 26 lbs as opposed to the 228 lbs 2,000 paper bags weigh^{vii} -- taking up more landfill space

Bag bans and taxes don't reduce litter

- Studies show that taxes and bans don't keep plastic litter out of the landfill. Without plastic grocery bags, people just purchase replacement bags—often made of thicker, heavier plastic—and then send those bags to the landfill, too.^{viii}
- Plastic bags only make up a tiny fraction (less than 0.5 %) of the U.S. municipal solid waste stream^x
- According to a study by Keep America Beautiful, many items drive up litter more than plastic bags, including cigarette butts, food wrappers, cups and cans.^x That's why banning bags won't address the larger litter problem

Environment



ⁱ Boustead Consulting & Associates: "Life Cycle Assessment for Three Types of Grocery Bags—Recyclable Plastic; Compostable, Biodegradable Plastic; and Recycled, Recyclable Paper," 2007.

ⁱⁱ Franklin Associates, Ltd., "Resource and Environmental Profile Analysis of Polyethylene and Unbleached Paper Grocery Sacks."

ⁱⁱⁱ "RAN Encourages Plastic Bag Recycling," Nevada News – April 2008; Retail Association of Nevada;

<http://www.rannv.org/documents/8/April%202008.pdf> & Boustead Consulting & Associates: "Life Cycle Assessment for Three Types of Grocery Bags—Recyclable Plastic; Compostable, Biodegradable Plastic; and Recycled, Recyclable Paper," 2007.

^{iv} Analysis by Chemical Market Associates, Inc.; February, 2011.

^v U.K. Environmental Agency. "Life Cycle Assessment of Supermarket Carrier Bags." February 2011.

http://www.biodeg.org/files/uploaded/Carrier_Bags_Report_EA.pdf

^{vi} ABC News: Paper or Plastic? Just the Facts. 1/7/2006 & Boustead Consulting & Associates: "Life Cycle Assessment for Three Types of Grocery Bags—Recyclable Plastic; Compostable, Biodegradable Plastic; and Recycled, Recyclable Paper," 2007

^{vii} ABC News: Paper or Plastic? Just the Facts. 1/7/2006 & Boustead Consulting & Associates: "Life Cycle Assessment for Three Types of Grocery Bags—Recyclable Plastic; Compostable, Biodegradable Plastic; and Recycled, Recyclable Paper," 2007

^{viii} <http://www.scotland.gov.uk/Publications/2005/08/1993102/31039> and <http://www.adelaidenow.com.au/bin-line-sales-double-nation-average-after-plastic-bag-ban/story-e6frea6u-1226119243127>

^{ix} Municipal Solid Waste in the United States: 2009 Facts and Figures; U.S. Environmental Protection Agency; p. 53

^x "Litter in America," Keep America Beautiful; 2009

Health



Recyclable plastic bags don't pose the potential health risks associated with alternative types of bags.

Hundreds of millions of reusable bags are imported from Chinaⁱ and other countries each year. While many reusable bags are safe, many have also been found to contain dangerous levels of lead.ⁱⁱ And even reusable bags without lead could pose a risk to you and your family if not sanitized properly after each use. Microbiologists have found harmful bacteria in reusable bags such as *E. coli*, salmonella and fecal coliform, which can cause foodborne illness.

Reusable bags harbor bacteria

- A study by the University of Arizona found that 50% of all reusable bags contained food-borne bacteria, like salmonella. 12% contained *E. coli*, indicating the presence of fecal matter and other pathogensⁱⁱⁱ
- Harmful bacteria like *E. coli*, salmonella and fecal coliform thrive in reusable bags unless they are cleaned properly after each use with soapy water that is at least 140-degrees^{iv}
- A Canadian study found bacteria build-up on reusable bags was 300% higher than what is considered safe^v
- Storing these bags in a hot trunk - which many people do so they don't forget them at home – causes the bacteria to grow 10 times faster^{vi}

Reusable bags have been found to contain toxic lead

- The lead, usually found on the inside of reusable bags, can rub off onto food, permitting families to ingest the harmful substance^{vii}
- Lead can cause irreversible damage to the nervous systems and major organs. It inhibits the body's ability to regulate vitamin D, form red blood cells properly, and can cause seizures, coma and death. Children can suffer from developmental delay, lower IQ, hyperactivity, learning disabilities, behavioral problems, impaired hearing and stunted growth^{viii}

ⁱ Tariff and trade data from the U.S. Department of Commerce and the U.S. International Trade Commission.

ⁱⁱ "Reusable grocery bags, made in China, found to contain lead, fueling calls for FDA investigation;" Lore Croghan; *New York Daily News*; November 15, 2010

ⁱⁱⁱ "Assessment of the Potential for Cross Contamination of Food Products by Reusable Shopping Bags;" Charles Gerba; University of Arizona; June 9, 2010

^{iv} A Microbiological Study of Reusable Bags and 'First or single-use' Plastic Bags; Environment and Plastics Industry Council; May 20, 2009.

^v A Microbiological Study of Reusable Bags and 'First or single-use' Plastic Bags; Environment and Plastics Industry Council; May 20, 2009.

^{vi} "Assessment of the Potential for Cross Contamination of Food Products by Reusable Shopping Bags;" Charles Gerba; University of Arizona; June 9, 2010

^{vii} "Assessment of the Potential for Cross Contamination of Food Products by Reusable Shopping Bags;" University of Arizona School of Public Health; June 9, 2010.

^{viii} "Health Effects of Lead Exposure;" Oregon Department of Human Services

Jobs and Economy



Nationwide, more than 30,000 hardworking people are employed and supported by the plastic bag manufacturing and recycling industry. At a time when our nation suffers from widespread unemployment and an economic downturn, we can't afford to waste time on misguided policies that threaten jobs, economic recovery and American competitiveness. Bag bans and taxes also hurt local businesses and struggling families by adding another cost on to every grocery trip.

A tax on grocery bags hurts America's working class and kills jobs

- More than 30,000 American recycling and manufacturing jobs in 349 plants across the country are threatened by proposed ordinances to ban and tax plastic bagsⁱ
- American plastic bag manufacturers continue to create jobs with benefits, invest in green technologies that revolutionize the plastic recycling industry and thrive despite national unemployment rates
- Any tax or ban endangers this quickly growing industry and impact our nation's global competitiveness

Plastic bag bans and taxes hurt small businesses

- Consumers who have the ability will travel outside the tax jurisdiction to shop
- In fact, a 2012 study by the National Center for Policy Analysis (NCPA), found that a ban on plastic bags negatively impacts retail sales and employment in the ban area, shifting business to stores just outside bag ban region.ⁱⁱ
 - A bag ban negatively affects employment. Stores inside the Los Angeles County ban area were forced to terminate staff, some reducing employment by more than 10%. In contrast, stores outside the ban area reported increased employment by 2.4%.
- Following Seattle's ban on plastic bags nearly 40% of store owners surveyed post-ban reported seeing their costs for carryout bags increase between 40% and 200%. Added costs directly impact a store's bottom line and cannot be taken lightly in this economy.ⁱⁱⁱ

Bag taxes decrease consumers' disposable income

- Food prices are skyrocketing^{iv}, making now the worst time to be raising grocery bills with an extra tax.
- The USDA reported that in 2011, for the fourth consecutive year, one in six Americans live in households that are food insecure – impacting 50.1 million Americans and 16.7 million children.^v That should be the focus of our elected officials – not hurting jobs and making groceries more expensive by banning or taxing bags.

ⁱ <http://www.plasticsindustry.org/APBA/>

ⁱⁱ <http://www.ncpa.org/pdfs/st340.pdf>

ⁱⁱⁱ http://clerk.seattle.gov/~public/meetingrecords/2013/luc20130115_3c.pdf

^{iv} <http://www.ketknbc.com/news/un-says-food-prices-skyrocketing>

^v [USDA Report on Food Insecurity in the U.S.](#)

Do Bans on Plastic Grocery Bags Save Cities Money?

Policy Report No. 353

by H. Sterling Burnett

December 2013

Consumers choose plastic bags far more often than paper or reusable bags to carry their purchases. Consumers like the fact that compared to paper and reusable bags, plastic bags are lightweight, strong, flexible and moisture resistant. In addition, they are easy to store and reusable for multiple purposes. Despite these characteristics and their popularity, a growing number of municipalities and some states are enacting laws aimed at reducing the use of plastic (and sometimes paper) grocery bags.



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Executive Summary

Consumers choose plastic bags far more often than paper or reusable bags to carry their purchases. Compared to paper and reusable bags, plastic bags are lightweight, strong, flexible and moisture resistant. In addition, they are easy to store and reusable for multiple purposes. Despite these characteristics and their popularity, a growing number of municipalities and some states are enacting laws aimed at reducing the use of plastic (and sometimes paper) grocery bags. The laws range from outright bans to taxes. Advocates have given a number of justifications for placing restrictions on consumers' use of carry-out plastic bags. These include concerns about the scarce resources used to create the bags, environmental harms when they are disposed of improperly, the visible blight of roadside litter, and the cost of disposing or recycling them.

However, an examination of the bag bans and budgets for litter collection and waste disposal in San Francisco, San Jose, and the City and County of Los Angeles, Calif.; Washington, D.C.; and Brownsville and Austin, Texas, shows no evidence of a reduction in costs attributable to reduced use of plastic bags.

San Francisco. In 2007, San Francisco became the first city in the nation to ban common, thin-film plastic carryout bags at large grocery stores and pharmacies. In 2012, the city amended the original ban to include all retail stores and food establishments, and added a 10-cent charge on all paper and reusable bags.

Prior to the ban San Francisco City Supervisor Ross Mirkarimi estimated that bag disposal and lost revenue cost the city and the private waste disposal and recycling contractor at least 17 cents per bag, or \$8.49 million annually. However, his estimate lumps paper and plastic bags together, whereas the vast majority of collection and disposal costs are due to paper bags. Plastic bags amount to less than 0.5 percent of the waste stream, and a similarly miniscule amount of landfill space. Paper bags are six times heavier and take up 10 times more space than

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plastic bags. Thus, plastic bags should be responsible for no more than \$900,000 of San Francisco's annual collection and disposal costs, and \$300,000 of the landfill liability.

In addition, in contrast to the state and local studies cited by the city supervisor's office, a nationwide study found that plastic bags make up only 0.6 percent of litter; thus, the cost of clearing plastic bags in San Francisco should be less than \$1.3 million.

San Jose. In 2011, San Jose, Calif., became the largest city at that time to adopt a ban, approving one of the strictest bag bans in the nation, effective January 2012. San Jose banned plastic bags from both large and small retailers, excepting only restaurants, nonprofits, social organizations and retailers that use plastic or paper bags for such things as fresh produce, meat or bulk goods. Though some argued the bag ban would save the city money by reducing litter collection costs, environmental arguments dominated the debate, there was no explicit estimate of the expected savings, and data on the ban is still relatively incomplete.

However, the city council adopted budgets that increased spending from about \$95.5 million for the 2009-2010 budget year to \$110.4 million in 2012-2013 (the ban's first year), a 15.6 percent rise. The proposed budget for 2013-2014 is \$105.3 million, a 4.6 percent decline, but still considerably higher than before the ban.

County and City of Los Angeles, California. A November 2010 Los Angeles County, Calif., ordinance outlawed retail use of thin-film polyethylene bags. Los Angeles County faced significant spending cuts during the 2010-2011 and 2011-2012 budget years of more than \$175 million and \$35 million, respectively. Budget cuts did not extend to solid waste collection or disposal. Spending for solid waste rose 30.17 percent from the budget year 2006-2007 to 2011-2012, and projected spending rose 5.9 percent from 2011-2012 to the adopted budget for 2012-2013.

In June 2013, the City of Los Angeles followed suit by approving an ordinance banning plastic bags, effective January 2014 for large stores and July 2014 for smaller stores. The law requires customers to either use their own reusable bags or pay 10 cents per paper bag.

Brownsville, Texas. On December 15, 2009, one of the poorest cities in Texas became the first city to place restrictions on plastic carry out bags. Since January 5, 2011, most retailers have been prohibited from providing free plastic bags (or paper bags below a certain weight and without handles), and may only offer reusable bags. However, there are a number of exceptions and any retailer could continue to provide plastic bags if they collect a surcharge of \$1.00 per transaction from consumers and remit it to the city.

The revenue generated by the program has exceeded its expenses, including spending for litter control programs, by more than \$1 million. Subsequently, the city decided that it will keep the fee, rather than ban the bags altogether. Brownsville evidently realized plastic bags are a source of income to be encouraged rather than a cost to be avoided.

Brownsville's overall solid waste expenditures rose 90.72 percent from 2004 to 2012. Despite the bag fee, Brownsville's solid waste revenues and expenses have risen in both of the first two years of the ban. Brownsville's garbage collection fees and waste disposal expenses have seen extreme swings, with a general upward trend but no discernible pattern.

Washington, D.C. In June 2009, the Washington, D.C., city council passed Bill 18-150, the Anacostia River Clean-Up and Protection Act of 2009. Commonly known as the "Bag Tax," the law imposed a 5-cent tax on paper and plastic grocery bags, which took effect on January 1, 2010. The main impetus for the bill was to reduce the amount of litter in the Anacostia River and its tributaries. The tax applied to both paper and plastic bags, which still had to be 100 percent recyclable. Unrecyclable single-use bags were banned outright and the law specified what counted as recyclable, so as to rule out common single-use plastic bags.

Washington claimed that plastic bag use had declined by 80 percent, but an independent analysis indicated the likely decline was closer to 67 percent. However, for the first two years of the program, 60 percent and 52 percent, respectively, of establishments inspected by the district did not comply with the ordinance. As a result, if only 40 percent to 48 percent of the regulated establishments actually charge the tax, it is unlikely Washington's plastic bag use has declined by the amount claimed.

Spending on public space cleaning increased dramatically in 2010 (the first year of the tax), but it declined 33 percent in 2011. There was a more modest decline in costs for solid waste collection and removal, and sanitation disposal. However the data indicates the reductions stem almost entirely from substantial federal and local budget cuts.

Austin, Texas. The city of Austin, Texas, estimated that residents use approximately 263 million plastic bags per year, costing the city approximately \$850,000 annually in litter control. This figure makes the costs of litter control of plastic bags just 3.2 cents per bag, considerably less than San Francisco's estimate of 5.2 cents per bag, and a small part of Austin's overall waste disposal and recycling costs.

In the cities that have adopted bag bans, fees or taxes, there is little evidence so far that banning or taxing plastic bags will reduce waste disposal costs and save money. Those who make this claim must provide evidence to back it up, but they have rarely attempted to do so, and when they have, the evidence has proven questionable at best.

About the Author

H. Sterling Burnett is a senior fellow with the National Center for Policy Analysis. While he works on a number of issues, he specializes in issues involving environmental and energy policy. He also serves as an adviser to the American Legislative Exchange Council Energy, Environment, Natural Resources and Agriculture Task Force (1996 - Present); a senior fellow with the Texas Public Policy Foundation (2005 - Present); and a contributing editor to *Environment & Climate News* (2005 – Present).

Dr. Burnett has been published in *Ethics*, *Environmental Ethics*, *Environmental Values*, *The Review of Metaphysics*, *International Studies in Philosophy*, *The World and I*, *USA Today* and the *Washington Post*. Dr. Burnett received a Ph.D. in Applied Philosophy from Bowling Green State University in 2001.

Do Bans on Plastic Grocery Bags Save Cities Money?

Introduction

Consumers choose plastic bags far more often than paper or reusable bags to carry their purchases. Consumers like the fact that compared to paper and reusable bags, plastic bags are lightweight, strong, flexible and moisture resistant. In addition, they are easy to store and reusable for multiple purposes.

Despite these characteristics and their popularity, a growing number of municipalities and some states are enacting laws aimed at reducing the use of plastic (and sometimes paper) grocery bags. The laws range from outright bans to taxes. In 2007, San Francisco became the first city in the nation to ban common, thin-film plastic carryout bags at large grocery stores and pharmacies. In 2010, Washington, D.C., became the first city in the United States to impose a tax (5 cents per bag) on plastic and paper bags.

Advocates use various arguments to justify restrictions on the use of plastic bags. Environmentalists argue plastic bags are bad for the environment, while city leaders argue the bags result in excessive litter, take up too much landfill space and are difficult to recycle. Every type of grocery bag incurs environmental costs, but the evidence shows that in terms of energy use, greenhouse gas emissions, water use and various toxic inputs and emissions, paper and reusable bags are worse for the environment than plastic bags.¹ Some believe plastic bags are a highly visible aesthetic challenge, and problematic for wildlife, especially in the ocean. However,

plastic grocery bags make up just 0.6 percent of all litter.² In addition, the U.S. Environmental Protection Agency (EPA) has found that plastic bags account for less than 0.5 percent of the entire waste stream, and are completely recyclable.³

Proponents of plastic grocery bag bans argue that banning plastic bags saves cities money by reducing litter, solid waste disposal and recycling costs. And in tight fiscal times, when municipal budgets are strained, the argument is compelling. This paper will show that there is no evidence plastic bag restrictions reduce litter, solid waste disposal and recycling costs. Because proponents are the ones advocating restrictions on the freedom of choice of businesses and consumers for the public good, they should provide evidence to support their claims.

The six cities that have enacted restrictions on plastic grocery bags include three from California (where the anti-plastic bag movement began), and three cities outside of California. The study analyzes public solid waste and recycling data for these cities both before and after the bans to determine if restrictions have reduced costs. Because legislators have only recently attempted to limit plastic bag use, data is sparse and in some cases unavailable. Still, absent evidence that bans or taxes produce savings, the argument for banning grocery bag use fails.

California versus Plastic Bags: Let the Ban Begin

Three California cities and the County of Los Angeles have imposed fees or outright bans on plastic bags.

San Francisco. In 2007, San Francisco became the first city to restrict plastic grocery bags. The city's ordinance initially applied only to large supermarkets — stores with gross annual sales of \$2 million or more — and retail pharmacies with five or more locations under the same ownership. The stores covered by the ordinance were only allowed to provide compostable plastic bags, recyclable paper bags and reusable bags of any material.

In 2012, the city amended the original ban to include all retail stores and food establishments, and added a 10-cent charge on all compliant (paper and reusable) bags.

San Francisco's bag ban efforts actually began in January 2005, when the subject of plastic bag restrictions was first broached. City and county officials had adopted the goal of diverting 75 percent of waste from landfills by 2010 and having zero waste by 2020. Claiming that plastic bags were an impediment to that goal, the city's mayor and Board of Supervisors passed a resolution requesting city staff to draft an ordinance imposing a fee on supermarket check-out bags, before conducting any research to support their assertions. Less than a month later, city leaders instructed the Department of Environment to conduct a study to determine the costs of disposable

shopping bags and the legality of imposing a fee on their use.

No results were ever released, however, and there is no evidence such a study was ever completed, or even begun. But the lack of hard data did not stop City Supervisor Ross Mirkarimi from claiming that a 17-cent charge for plastic bags was reasonable. Mirkarimi's office later released an unsubstantiated calculation of the cost of plastic bag use to the city and Norcal (now Recology), the private contractor that disposes the city's solid waste and operates its recycling program. The combined estimate was at least 17 cents per bag in disposal costs and lost revenue. According to a breakdown of costs on a "fact" sheet provided by Mirkarimi:⁴

1. Norcal Recycling

Contamination Costs. Norcal employs 12 waste classifiers at a cost of \$494,000 annually to remove bag contamination from recycling equipment and machinery; spends \$100,000 annually to clear machinery jams caused by bags; and loses \$100,000 annually to reduced sales of recyclable materials due to bag contamination. The total is \$694,000 annually, or 1.4 cents per bag.

2. Norcal Composting

Contamination Costs. Removing plastic, picking up litter and reduced revenue on the sale of compostable materials due to bag contamination totals \$400,000 annually, about 0.8 cents per bag.

3. Collection and Disposal

Costs. Based on the \$180 million cost for annual

collection and disposal of all of San Francisco's waste, and the estimate that 2 percent of the waste stream is comprised of paper and plastic bags, the annual cost for collection and disposal of bags alone totals \$3.6 million, or 7.2 cents per bag.

4. City Street Cleaning Costs.

Cleaning San Francisco's streets costs \$26 million annually, including both mechanical and manual collection of litter. Some 10 percent of litter collection costs are for bag collection and transportation, amounting to

"Plastic bags are less than 0.5 percent of the waste stream."

\$2.6 million annually, or 5.2 cents per bag.

5. City Future Landfill

Liability Costs, Including Post-Closure. Future liability costs will total \$1.2 million annually, based on an analysis of potential remediation and processing costs of \$85.50 a ton, or 2.4 cents per bag.

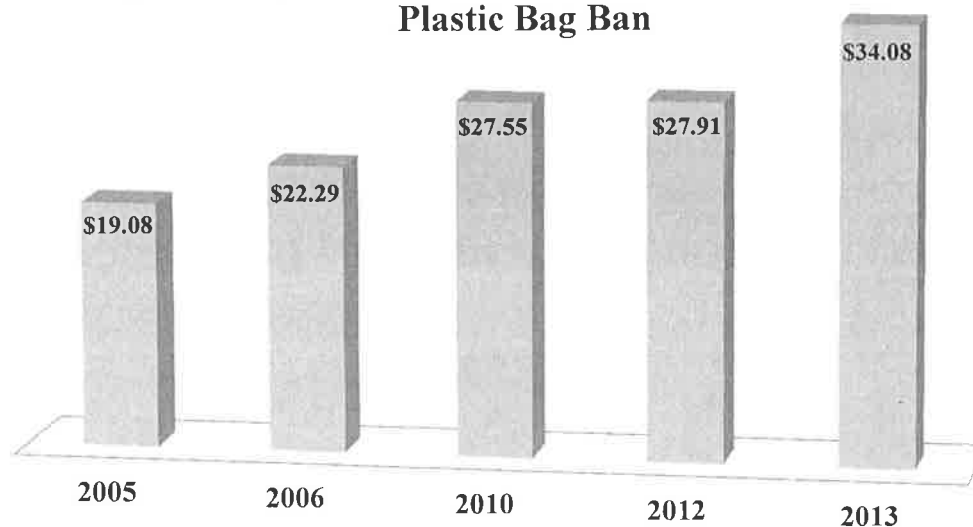
Several questionable assumptions underlie Mirkarimi's \$8.49 million total. First, the collection and disposal costs lump paper and plastic bags together; however, the vast majority of that cost is due to paper bags, with plastic bags amounting to less than 0.5 percent of the waste stream, and a similarly

miniscule amount of landfill space.⁵ Thus, plastic bags should be responsible for no more than \$900,000 of San Francisco's annual collection and disposal costs, and \$300,000 of the landfill liability. This is a reasonable calculation because paper bags are six times heavier and take up 10 times more space than plastic bags.⁶ In addition, in contrast to the state and local studies cited by the city supervisor's office, a nationwide study found that plastic bags and wrappings of all types make up only 5 percent of litter, however, a breakdown of those numbers shows that plastic grocery bags make up less than 0.6 percent of litter; thus, the cost of clearing plastic bags from San Francisco's streets, alleys and parks should be less than \$1.3 million.⁷ If the cost figures from Norcal are correct, plastic bags should have cost the city less than 7.9 cents per bag, not 17 cents — a considerable difference.

Even the 7.9 cents figure is suspect, because it assumes that each plastic bag is used only once, thrown away and ends up in the waste stream. However, plastic bags are rarely used only once. People find a variety of ways to reuse them long after unloading their groceries at home. They may line bathroom trash bins, collect dog waste and used cat litter, secure soiled diapers and more. Other uses include carrying donation items to charities, transporting dry cleaning, and storing items in garages, closets and attics.⁸ In addition, major grocery chains in San Francisco had already implemented plastic bag recycling programs. Recycling rates were low, less than 10 percent, but it does mean a portion of the bags never

Do Bans on Plastic Grocery Bags Save Cities Money?

Figure I
Single-Family Household Rate for 32 Gallon Cans Since Plastic Bag Ban



Source: City and County of San Francisco Department of Public Works, "San Francisco Sets New Refuse Rates," June 27, 2006, available at <http://sfdpw.org/index.aspx?page=785>; City and County of San Francisco Department of Public Works, "Uniform Residential Rates," undated, available at <http://sfdpw.org/Modules/ShowDocument.aspx?documentid=335>; City and County of San Francisco Department of Public Works, "Rate Board Approves New Garbage Rates," July 31, 2013, available at

this study analyzes the residential rates set by the city and paid to Recology. The rates vary for odd-sized containers, commercial or multi-residential buildings, and trend lower for households with income of less than or equal to 150 percent of poverty level. The single household rate for three 32-gallon cans (trash, composting, recycling) has steadily increased since the ban took effect [see Figure I].¹¹

San Francisco's population has grown since 2005, but inflation has been low and the city experienced a

impacted San Francisco's budget.

Finally, Norcal/Recology likely overstates the number of times that plastic grocery bags clog recycling machinery and thus the costs of clearing machinery due to plastic bag contamination. A presentation to the Association of Oregon Recyclers found that thin film plastic materials as a whole were only 18 percent of the unwanted material clogging up machinery, and plastic retail bags were responsible for only a fraction of the this problem. Thus, most of the labor costs associated with cleaning the machines would remain even if plastic retail bags were banned.⁹ Similarly, a report conducted by the Solid Waste Agency of Lake County, in Lake County, Il., found that plastic bags were only a small part of the materials entering recycling machines.¹⁰

Whether the cost of plastic bags to the city is \$3.5 million or the \$8.49 million calculated by Mirkarimi's office, all else equal, the implementation of the 2007 ban should have somewhat decreased costs for solid waste recovery, disposal and recycling. Yet the available data do not reveal such savings.

Under the 1932 Refuse Collection and Disposal Initiative Ordinance, the City and County of San Francisco sets residential refuse (garbage) rates. San Francisco currently employs Recology to perform disposal and recycling. As a private company, Recology is not required to file annual reports. Because the city budget does not include a line item or description of solid waste pick up and disposal spending, one can't discern costs directly from the city; therefore,

number of budget cuts and staff reductions. Nevertheless, household garbage rates increased, despite the city's claim that the overall amount of garbage collected would decrease due to the bag ban. Indeed, from 2005-2013, as San Francisco's population grew 5.08 percent, garbage and recycling rates rose more than 78.6 percent.

Based on the available data, there is no evidence that the plastic bag ban has saved the city or its contractor money.

San Jose, California. In 2007, San Jose city councilman Kansen Chu proposed banning thin-film plastic bags in the city. Three years later, on December 14, 2010, the San Jose city council approved one of the strictest bag bans in the nation, making it the largest city at that time to adopt a ban. San

Jose banned plastic bags from both large and small retailers, excepting only restaurants, nonprofits, social organizations and retailers that use plastic or paper bags for such things as fresh produce, meat or bulk goods. The regulations allowed stores to provide paper bags made of 40 percent post-consumer recycled material, but also required them to charge a minimum fee of 10 cents per bag, which will increase to 25 cents in 2014.

Giving retailers time to adjust, the ban took effect in January 2012. For the first two years of the program, affected stores were allowed to provide free, approved paper bags to customers purchasing food using food stamps (SNAP, or Supplemental Nutrition Assistance Program) or WIC benefits (Special Supplemental Nutrition Program for Women, Infants, and Children).¹²

Though some argued the bag ban would save the city money by reducing litter collection costs, environmental arguments dominated the debate, and no explicit estimate of the expected savings was given. Still, since San Jose is larger than San Francisco, all else equal — unless San Franciscans are unusually wasteful, the savings to San Jose should be larger. But the city budget reveals no savings.

Data for the ban is still relatively incomplete. The city council adopted budgets that increased spending from about \$95.5 million in fiscal year (FY) 2009-2010 to \$110.4 million in FY 2012-2013 (the ban's first year), a 15.6 percent rise. The proposed budget for FY 2013-2014 is \$105.3 million, a 4.6 percent decline, but still

considerably higher than before the ban. In each year examined, the actual budget adopted for garbage and recycling services has been less than the amount proposed.¹³

San Jose officials stated that the \$6 million increase in expenditures for 2011-2012 is associated with increased contract costs for vehicle maintenance and replacement, labor and the cost of diesel fuel. The City's agreements with the residential garbage contractors require that the City adjust contractor compensation annually to cover increases or decreases in these costs based on annual changes in the Consumer Price Index.

In 2011, San Jose recommended annual increases of up to 9 percent for single family and multifamily dwellings for each year from 2011 through 2013. At the same time, the cost of litter control, including streets and storm sewers, was expected to rise nearly 6 percent.¹⁴

Why are garbage, recycling and litter control rates all expected to continue rising even after all vehicles have been replaced and diesel fuel prices have leveled off? Costs are going up, while in theory solid waste and litter should be declining. In short, there is no evidence that the ban on plastic bags and the charge for paper bags have saved the city money.

Los Angeles County, then City. A November 2010 Los Angeles county ordinance outlawed retailers' use of thin-film polyethylene bags. The bag ban was implemented in unincorporated areas (outside city limits) of Los Angeles County in two stages. At first, the bag ban applied to large stores — with gross

annual sales of at least \$2 million or 10,000 square feet of retail space. The second stage of the ban included stores with gross annual sales of less than \$2 million or less than 10,000 square feet of retail space. This phase included small grocery stores, drug stores and convenience stores.

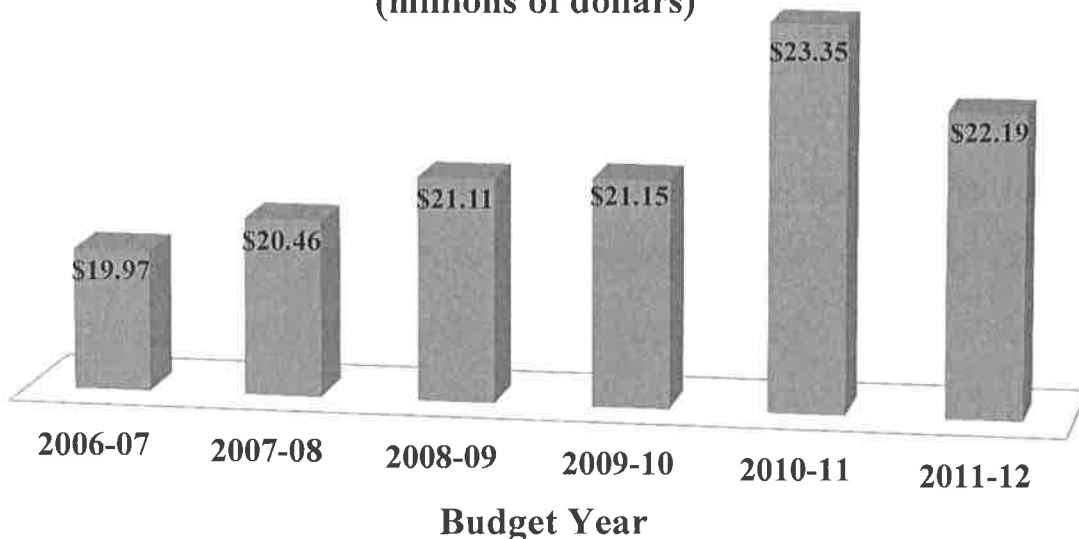
Other details of the law require covered stores to:

- Cease providing customers plastic carryout bags (produce bags or product bags are exempt).
- Make paper carryout bags or reusable carryout bags available to customers.
- Charge customers using recyclable paper carryout bags 10 cents per bag. (No reimbursement is allowed and the monies collected remain with the store.)
- Provide at the point of sale, free of charge, either reusable bags or recyclable paper carryout bags or both (at the store's option), to any customer participating in either WIC or CalFresh/SNAP.
- Indicate the number of recyclable paper carryout bags provided and the total amount charged for the bags on customer receipts.
- Complete and submit Bag Ordinance Store Quarterly Reports no later than 30 days after the end of each quarter.

In June 2013, the City of Los Angeles followed the county's lead by approving an ordinance banning plastic bags citywide, effective January 2014 for large stores and July 2014 for smaller stores. The law requires customers to either use

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Figure II
Los Angeles County Services & Supplies Expenditures
(millions of dollars)



Source: Los Angeles County budgets from 2006-2007 to 2011-2012.

their own reusable bags or pay 10 cents per paper bag at the store.¹⁵

Los Angeles County faced significant budget cuts in 2010-11 and 2011-12 of more than \$175 million and \$35 million, respectively.¹⁶ Budget cuts did not extend to solid waste collection or disposal. Los Angeles County accounts for its solid waste revenues and expenses across a number of different categories. Spending for solid waste rose 30.17 percent from the budget year 2006-07 to 2011-12, and projected spending rose 5.9 percent from 2011-12 to the adopted budget for 2012-13.

It should be noted that each year the county had to adjust actual budget expenditures upward by more than \$1 million, with the adjustments topping out at \$15 million in 2010-11. The rise in

requested spending for 2012-13 is approximately the same as the average rise in costs over the entire six-year period — in other words, if savings exist from L.A. County's plastic bag ban, they have not been reflected in spending on the combined solid waste budgets.

A separate solid waste disposal budget item for services and supply reveals:

- The Solid Waste Management Fund's services and supplies spending increased 2.45 percent, 3.19 percent and 0.22 percent for 2006-07, 2007-08 and 2008-09, respectively.
- But in 2009-10 to 2010-11, spending increased 10.39 percent — though the ban became effective July 1, 2011.
- In 2011-12, the first full year of the ban, there was a decline in expenditures; however, the city refuses to state officially that

the decrease is due to the bag ban. Despite the lower expenditure for 2011-12, the budget is still higher any other previous year, with the increase well above its recent low rate of rise [see Figure II].

Beyond California

California pioneered bag bans and fees, but they have been adopted by cities in

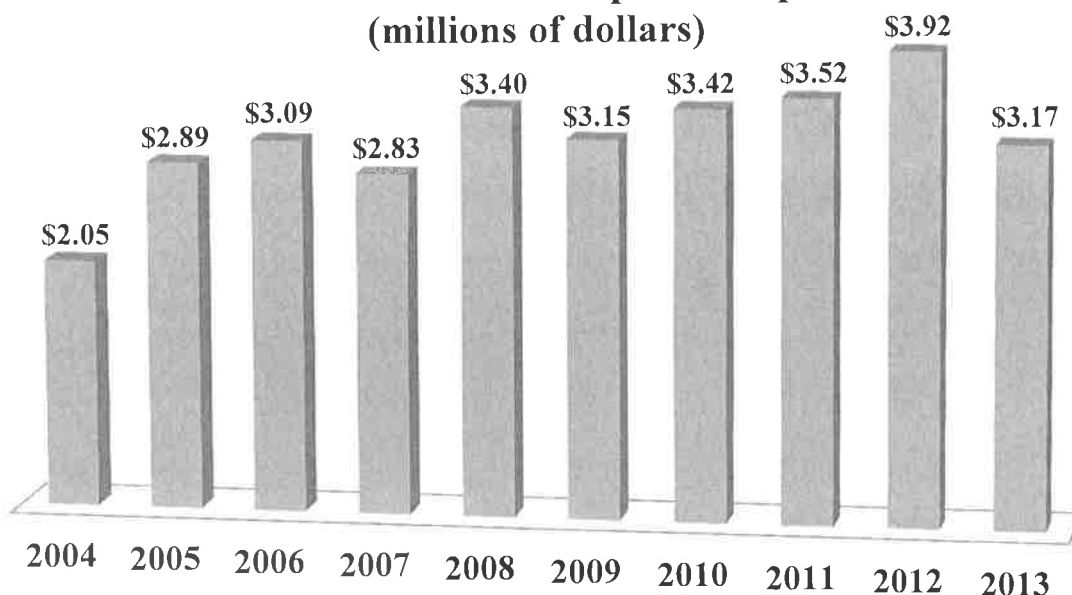
other states.

Brownsville, Texas. On December 15, 2009, one of the poorest cities in Texas became the first in the state to restrict plastic carryout bag use. Compared to restrictions in other municipalities, Brownsville's are less coercive. Beginning in 2010, the city imposed a voluntary ban on plastic shopping bags in preparation for a mandatory ban beginning January 5, 2011. Since then, most business establishments have been prohibited from providing plastic bags (or paper bags below a certain weight and without handles), and may only offer reusable bags. While the ban sounds stringent, there are a number of exemptions:

- paper bags at convenience stores;
- paper bags at restaurants;

- prescription and medical supply bags;
- paper bags for carryout beverages or liquor sales;
- plastic garment or laundry bags;
- plastic bags provided for food safety;
- plastic bags provided by veterinarians and pharmacies;
- plastic bags provided in exchange for a surcharge of \$1.00 per transaction.

Figure III
Brownsville Waste Disposal Expenses
(millions of dollars)



Source: Brownsville "Fiscal Year 2013 Annual Budget."

While the ban seems quite broad, applying to retailers as well as grocers, the last exemption is key. It allows consumers who prefer thin-film plastic bags to simply pay a fee of \$1.00 per transaction regardless of how many bags are needed. Ninety-five percent of the fees collected by retailers are remitted to the city, while the store keeps the remaining 5 percent.

In a *New York Times* story, Brownsville Mayor Pat Ahumada boasted that since the ordinance took effect, the ban had reduced the plastic bag use by 350,000 units per day. But the claim seems highly unlikely, because it would mean that this city of only 180,000 people decreased its use of plastic bags by more than 127 million bags annually. Because plastic grocery bag use is still high, one wonders

how many plastic bags Brownsville residents used before the ban, as the number reduced is three times the number of total plastic bags that San Francisco, a city of 825,000 — more than 4 times the population of Brownsville — estimated their residents used before the ban.

The environmental fee is slated to finance city environmental programs, including recycling and cleanup initiatives. As of August 2013, Brownsville had collected more than \$1.9 million dollars in "Bring your own bag" fees. The revenue generated by the program has exceeded its expenses, including fees dispersed for litter control programs, by more than \$1 million. Subsequently, the city decided that it will not phase out the fee and eventually ban plastic bags. Instead, Brownsville realized plastic bags are a source of income to be encouraged rather than a cost to be

avoided.

While the fees proved to be a source of revenue, Brownsville's garbage collection fees and waste disposal expenses have seen extreme swings, with a general upward trend but no discernible pattern [see Figure III]. However, Brownsville's overall solid waste expenditures rose 90.72 percent from 2004 to 2012. Despite the bag fee, Brownsville's solid waste revenues and expenses have risen in both of the first two years of the ban.

Brownsville's experience provides no convincing evidence that the plastic bag restrictions have reduced waste disposal costs; but the associated fees have increased the city's income. Thus, plastic bag use seems likely to continue.

Washington, D.C. In June

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2009, the Washington city council passed Bill 18-150, "The Anacostia River Clean-Up and Protection Act of 2009." Commonly known as the "Bag Tax," the law imposed a 5-cent tax on paper and plastic grocery bags, which took effect January 1, 2010.¹⁷ As the title of the ordinance indicates, the main impetus for the bill was to reduce the amount of litter in the Anacostia River and its tributaries.

As mentioned, the tax applies to both paper and plastic bags, which still have to be 100 percent recyclable. Unrecyclable single-use bags are banned outright — with specifications spelling out what counted as recyclable, so as to rule out common single-use plastic bags. Approved disposable plastic carryout bags are made of high-density polyethylene film marked with the Society of Plastics Industry resin identification code 2, or low-density polyethylene film marked with the SPI code 4. A disposable carryout bag must meet the requirements of this section, even if the bag is biodegradable or compostable — for instance, thin film plastic bags made of corn starch.

The tax applies to any bags sold at any retail establishment requiring:¹⁸

- a "Public Health: Food Establishment Retail" endorsement to a basic business license D.C. Official Code § 47-2827; and
- any business required to have an off-premises retailer's license, class A or B, pursuant to D.C. Official Code § 25-112.
- Such retail establishments include, but are not limited

to, the following types of businesses: bakeries; delicatessens; grocery stores; convenience stores that sell food; restaurants; food vendors; street vendors that sell food; liquor stores; and any business that sells food items, whether or not the principal purpose of the business is to sell food items, including a department store or electronics store that has a "Public Health: Food Establishment Retail" endorsement to its basic business license.

The range of the businesses covered by this tax was quite comprehensive from the outset;

*"Brownsville, Texas,
imposed a fee;
Washington, D.C.,
imposed a tax."*

nevertheless, as with other cities, there were exemptions for certain plastic bags, including:¹⁹

- Bags used inside stores to package bulk items, such as fruit, vegetables, nuts, grains or candy;
- Bags used to contain or wrap frozen foods, meat or fish, whether or not the items are prepackaged;
- Bags used to contain or wrap flowers, potted plants or other items where dampness may be a problem;
- Bags used to contain unwrapped prepared foods or bakery goods;

- Bags used by a pharmacist to contain prescription drugs;
- A newspaper bag, door-hanger bag, laundry-dry cleaning bag or bags sold in a package intended for use as garbage, pet waste or yard waste bags;
- A bag provided to a customer by the retail establishment for the purpose of transporting a partially consumed bottle of wine;
- A paper carryout bag provided to a customer to take food away from a restaurant with seating; and,
- A reusable carryout bag.

Approved bags are required to display such language as "Please Recycle This Bag," with specific rules about the size of the imprinted letters. Grocery receipts must contain a line item for the bag tax, if approved bags are used. Four cents of each bag fee goes to the Anacostia River Cleanup and Protection Fund, with businesses keeping the remaining one cent.

As mentioned earlier, the prime motive for the tax was to reduce waste in the Anacostia River. The 8.7-mile river runs from Prince George's County in Maryland to the Potomac River in D.C. Before the tax, district officials estimated about 20,000 tons of trash enter the river each year. Plastic bags make up half of the debris — though it is not clear whether this figure is the sheer number of items collected or its their weight.²⁰

So far, the fund has paid for river restoration, trash traps that catch debris before it hits the Anacostia, anti-litter education for students and the community, and the River

Smart Homes project, which offers incentives for D.C. residents to remove storm water pollution from their properties.

Whether the bag tax has significantly reduced the shoppers' use of plastic bags is an open question. Anecdotally, those involved with cleanup efforts indicate they are seeing a considerable decline in the number of plastic bags, but there is no official count of the weight or volume of trash still being retrieved from the river. The fund has generated \$5 million thus far; less than half what city officials expected. But officials have used the shortfall as evidence that plastic bag use has declined. Furthermore, despite the less than expected revenue, the D.C. Office of Chief Financial Officer (OCFO) estimates bag use has declined 80 percent.

There are a number of indications that this figure is far too high. Since the city assumed 100 percent compliance, if there was an 80 percent decline in use, one would expect the fees collected would be even lower than \$5 million. The fact that the fees collected are only half what was expected indicates more bags are being used.

In addition, the assumption of 100 percent compliance is suspect in theory. For instance, an independent analysis of the bag tax indicated that, in the first year, bag use declined approximately 67 percent (not the 80 percent claimed) and that there will be a rebound effect after people adjust to the tax, with a projected 57 percent increase in bag use by 2016. Thus, overall bag use per capita will decline less than 50 percent.²¹

The OCFO's claims ignore evidence that bag bans and taxes cause some consumers to shift their shopping to nearby areas that don't have the tax to benefit from the convenience of plastic bags. Washington is a commuter city. Commuters who might otherwise buy goods on their lunch hour or on their way home may shift their shopping to establishments not bound by the tax.²² Indeed, the Beacon Hill Institute estimated that in the first nine months alone the city lost more than 100 jobs and \$5.6 million dollars in real disposable income and in lower tax collections in other budget areas.

There was some early confusion

"Spending on sanitation services in Washington declined due to budget cuts."

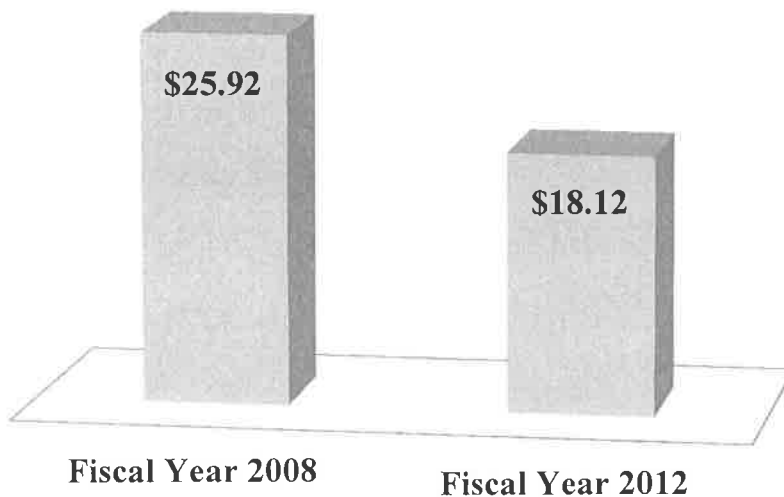
concerning which kinds of bags were to be taxed and which establishments had to collect the tax.²³ Based upon available data, however, Beacon Hill's initial estimate of a 67 percent decline in bag use is very unlikely. For instance, the District Department of the Environment conducted inspections in 2011 and 2012. Whether due to confusion about the law, simple indifference, or willful refusal to obey the law and collect the tax, a considerable number of regulated establishments did not, in fact, charge customers for the bags they used.

For instance, in Fiscal Year 2011 DDOE Staff conducted 325 inspections and issued 188 Notices of Violation and 13 Notices of Infraction. The inspections were randomly conducted by the DDOE Director, who posed as a shopper. After buying an item from the store, the Director checked the receipt to learn if she was charged for the plastic bag. If the Director was not charged, the store was issued a Notice of Violation. NOV's are written warnings to stores, reminding them to collect the bag fee. If, after the initial warning, the store fails to charge bag fees, the Director issues a Notice of Infraction, with fines ranging from \$100 for the first infraction to \$500 each for the third and subsequent infractions.

Thus, for the first two years of the program, 60 percent and 52 percent, respectively, of the inspected establishments did not comply with the ordinance. If only 40 percent to 48 percent of the regulated establishments actually charge the tax, it is unlikely Washington's plastic bag use has declined 80 percent, or even 67 percent.

While there is no good accounting of the overall waste reduction in the Anacostia River due to the bag fee ordinance, data does exist for the District's Sanitation Services. Washington, D.C., has seen a dramatic decline in its solid waste management budget since 2009. Spending on public space cleaning increased dramatically in 2010 (the first year of the tax), but it declined 33 percent in 2011. There was a more modest decline in costs for solid waste collection and removal, and sanitation disposal.

Figure IV
Funding for Sanitation Collections and Removal,
2008-2012
(millions of dollars)



Source: DC Fiscal Policy Institute.

However, none of this data indicates any of these reductions came from decreased plastic bag use or less need for waste collection. Rather, the reductions seem to stem almost entirely from federal and local budget cuts. Full-time equivalent employees in the entire Sanitation Services Department declined from 1,865 in 2008 to just 404 in 2011.

According to the D.C. Department of Public Works, "Funding for services that help keep the city clean, like the enforcement of sanitation laws, trash pickup, and public space cleaning, was reduced by nearly one-third in the period between 2008 and 2011. The FY 2012 budget proposes further cuts of \$4 million."²⁴ For instance [see Figure IV]:

- Cuts to sanitation services resulted in the loss of over 100

full-time positions since 2008. The FY 2012 budget proposed eliminating another 100 full-time positions, raising the total to 200 full-time positions eliminated since 2008.

- Between 2008 and 2011, funds for sanitation collections and removal (trash pickup) were cut about \$7 million, or 25 percent. The FY 2012 budget proposed an additional \$1 million cut to funds for trash pickup.

D.C.'s problems have persisted since 2012. The District has lost more than 8,900 federal workers in the past 20 months.

Since the District depends upon the federal government for most of its employment, and must receive federal approval for its budget, the recent shutdown and sequester

have had a disproportionate impact on its finances.²⁵

Austin, Texas. When arguing for the plastic bag ban in Austin, Texas, city officials used strong words. Some deemed plastic bags blowing about on the streets as litter, some called them a blight, and others called them a scourge. The city estimated Austinites use approximately 263 million plastic bags per year, costing the city approximately \$850,000 annually for litter control.²⁶ But this figure makes the costs of litter control of plastic bags just 3.2 cents per bag, considerably less than San Francisco's estimate of 5.2 cents per bag, and a small part Austin's overall waste disposal and recycling

costs. Nevertheless, the Austin City Council considers a penny saved a penny earned. Thus, in March 2012, the city council adopted an ordinance banning most single-use bags (plastic and paper). Despite the fact that single-use plastic bags are entirely recyclable, the ordinance specified that:

- Reusable carryout bags must be constructed of cloth or other washable fabric or durable material woven or non-woven;
- Recyclable plastic must be greater than 4 mil (0.004 inch) in thickness; or,
- Recyclable paper must have a minimum of 40 percent recycled content on March 1, 2013, and a minimum of 80 percent recycled content by March 1, 2014.

- Reusable carryout bags must display language describing the bag's ability to be reused and recycled.
- Businesses must prominently display signs regarding the bags in English and Spanish.

Single-use bags exempted from this ordinance include laundry bags; door hangers; newspaper bags; garbage bags; pet waste bags; yard waste bags; prescription and medical supply bags (if recyclable under Austin's residential recycling program); recyclable paper bags at restaurants (if recyclable); single-use plastic bags at restaurants for moisture control; bulk food bags; plastic wraps; moisture barriers; and bags used by nonprofits or charity to distribute items.²⁷

The ban took effect March 1, 2013, one year after adoption. In the year from the ordinance's adoption to its full implementation, Austin spent \$850,000 on a bag-ban public education campaign — the same amount the city estimated it spent on litter control.

Other than litter control, Austin provided no independent estimate of the annual cost of plastic bags to the city or the savings from banning them.²⁸ Accordingly, this study examines available budget estimates to determine whether the city projects lower solid waste and litter collection and disposal costs — or at least a lower rate of growth — after the ban than before.

Austin's solid waste budget account is called the "Austin Resource Recovery Fund." Including all items related to waste disposal and recycling — insurance, worker's compensation and other

nonwaste recovery or recycling accounts — Austin's resource recovery costs rose 28.21 percent from 2009-10 to 2012-2013.²⁹ This is despite the fact that the approved budget for FY 2013 included no money for the cost of enforcing the ban, such as inspections by code compliance officers.

Eliminating funds for enforcement seems unrealistic, especially because the bag ban is clearly an additional compliance responsibility. More than \$9 million was budgeted for code compliance for 2011-2012. The zeroing out of the compliance budget is reflected

"There is no clear evidence that restricting plastic bags has saved cities money."

in the proposed 2012-13 budget, though the overall budget would decline only \$5 million. Thus, other line items increased at least \$4 million. And the approved budget for 2013-2014 will rise an additional \$4 million from the 2012-2013 budget year.

Looking only at budget items related to actual waste collection, recycling and disposal, the projected increase from 2009-10 to 2013-14 is 32.86 percent, and the costs associated with actual waste collection and disposal rise each year. Based on the relevant data, there is no indication Austin will save any money due to its single-use plastic bag ban.

Conclusion

Advocates have given a number of justifications for restricting consumers' use of carryout plastic bags. These include concerns about the scarce resources used to create the bags, the environmental harms that can result when they are improperly disposed of, the visible blight they cause when they wind up as roadside litter, and the cost of disposing or recycling them.

Whatever the merits of these arguments and the comparative merits or demerits of advocates' preferred alternative — "reusable" bags [discussed in the appendix] — this paper has focused on one particular claim: that banning or taxing plastic bags will reduce waste disposal costs and save cities money. Those who make this claim must provide evidence to back it up, but they have rarely attempted to do so, and when they have, the evidence has proved to be questionable, at best.

This paper looked at six city budgets — particularly their solid waste collection and disposal expenses — to determine whether the restrictions on plastic bags actually resulted in lower costs for sanitation services. For no city did this study find clear evidence that the plastic bag restrictions resulted in savings. Therefore, however reasonable such a claim may seem in theory, it has yet to be proven in practice.

Appendix

The Cost of Alternatives

To properly assess the costs of plastic bags to cities, and whether various types of restrictions on them will save any municipality money, one must account for the costs of consumers switching to alternative modes of carrying their purchases. This study does not analyze the costs of switching to paper bags, as the same cities that have banned or taxed plastic bags have generally placed similar restrictions on paper bags. The cities examined are primarily encouraging the use of reusable bags.

Both domestic and international studies demonstrate consumers can be quite creative in their response to plastic bag restrictions. For instance, a study in Ireland found that in 2002, after the country implemented a 15 cents per bag (equivalent to 24 cents per bag in the United States), plastic bag used dropped from an estimated 328 bags per person each year to 21 per person annually, with a rebound to 31 bags per person within five years.³⁰ However, according to Ireland's most popular newspaper, the nation's largest retailer saw a 77 percent increase in the sale of diaper bin liners and trash bag liners — with a similar increase at smaller stores surveyed. In addition, one Irish plastic trash bag manufacturer reported a 300 percent to 400 percent increase in demand since the bag ban went into effect. Indeed, the company doubled the shifts of workers to keep pace with demand.

Furthermore, there is plentiful evidence that reusable bags have hidden, unanticipated costs cities fail to consider. From both the environmental and human health perspective, plastic bags often out-perform reusable bags.

For instance, manufacturing and shipping reusable bags produces far more greenhouse gas emissions than plastic bags. A British study found that a reusable bag made of cotton must be used more than 131 times before it achieves a lower greenhouse gas potential than a plastic bag used only once.³¹ This point is critical since more than 90 percent of Americans reuse their plastic bags at least once.³²

However, based on data from the University of Chico, the University of Clemson, the U.S. Census Bureau and the U.S. International Trade Commission, the average reusable bag is only reused 7.81 times prior to disposal.³³ Reusable bags might be tossed after relatively few uses because they become dirty, out of fear of contamination, due to wear from washing — reusable bags made from plastic don't hold up well in the wash — or other reasons, but there is no case can for using renewable bags based on their greenhouse gas profile.

In addition, the average plastic grocery bag weighs one-third as much as the average reusable plastic bag, and only one-tenth to 6 percent as much as the average reusable cotton bag.³⁴ And, per 1,000 bags, manufacture of plastic grocery bags uses only one-fifth as much electricity as reusable plastic bags and 40 percent less electricity than cotton bags. Cotton bags also produce more than four times more waste than the average plastic bag and require much more water to produce.³⁵

Because more than 95 percent of the reusable bags sold in the United States come from overseas — primarily from China — they also require much more fuel to produce and transport than common plastic grocery bags. And numerous reports have revealed that some reusable bags from China contain toxic chemicals that are forbidden in U.S.-produced bags or products.³⁶

From a public health perspective, unless reusable bags are regularly and thoroughly cleaned (which reduces their useful life), they are prone to carry potentially harmful bacteria. A University of Arizona study found that 50 percent of all reusable bags contained food-borne bacteria, such as salmonella. Twelve percent contained *E. coli*, indicating the presence of fecal matter and other pathogens.³⁷ A Canadian study found bacteria build-up on reusable bags was 300 percent higher than what is considered safe.³⁸ This problem can become even worse if the bags are stored in a hot, humid place like an automobile trunk (which many people do so they don't leave them at home), because these conditions can cause bacteria to grow 10 times faster.³⁹ And the reusable bag portends danger not just

to its owner, but to the general public, because the bags can leave bacteria on store checkout counters and conveyor belts.

Finally, from an economic perspective, bag bans and taxes reduce tax receipts and retail sales and cause job losses where they are enacted, while those same factors increase tax receipts, sales and job gains in the cities and regions immediately abutting those areas.⁴⁰ From a national perspective, because the United States manufactures most plastic bags, while the vast majority of reusable bags come from China, plastic bag restrictions harm workers in the United States and ships jobs overseas — a politically inflicted offshoring of jobs.

Do Bans on Plastic Grocery Bags Save Cities Money?

Endnotes

- ¹ Aviya Kushner, "Paper or Plastic? What's the Environmental Choice?" Bankrate, available at <http://www.bankrate.com/brm/news/cheap/20041215a1.asp>; Catalina Gaitan, "Hot Seat: David Tyler," *Willamette Week*, available at http://www.wweek.com/portland/article-20963-hotseat_david_tyler.html; Jane McGrath, "Which is More Environmentally Friendly: Paper or Plastic?" How Stuff Works, available at <http://science.howstuffworks.com/environmental/green-science/paper-plastic1.htm>; Universal Plastic & Metal Manufacturing Limited, available at http://upmplastic.com/Cornstarch_degradable_epi_oxo_technical7.asp.
- ² Mid-Atlantic Solid Waste Consultants, *2009 National Visible Litter Survey and Litter Cost Study, Final Report*, Keep America Beautiful, September 18, 2009. Available at http://www.kab.org/site/DocServer/Final_KAB_Report_9-18-09.pdf.
- ³ United States Environmental Protection Agency, "Municipal Solid Waste in the United States: 2009 Facts and Figures," December 2010. Available at <http://www.epa.gov/osw/nonhaz/municipal/pubs/msw2009rpt.pdf>.
- ⁴ Ross Mirkarimi, "Fact Sheet: Costs Associated With Paper and Plastic Bags 1," City and County of San Francisco, 2007; "Checkout Bag Fee Resolution," San Francisco Environment, Resolution Number 007-04-COE, January 25, 2005; "Nexus Study," San Francisco Board of Supervisors, Resolution Number 123-05, February 9, 2005.
- ⁵ U.S. Environmental Protection Agency, "Municipal Solid Waste in the United States: 2009 Facts and Figures," December 2010. Available at <http://www.epa.gov/osw/nonhaz/municipal/pubs/msw2009rpt.pdf>.
- ⁶ Environment Agency, "Life Cycle Assessment of Supermarket Carrier Bags," Report: SC030148, February 2011. Available at <http://www.savetheplasticbag.com/UploadedFiles/British percent20LCA.pdf>.
- ⁷ "Ohio Statewide Litter Study," Ohio Department of Natural Resources and Davey Resource Group, June 2004, available at <http://ohiodnr.com/Portals/15/tools/pubs/ODNR percent20Litter percent20Study percent20Final percent20Report1.pdf>; "The Florida Litter Study: 1998," Florida Center For Solid and Hazardous Waste Management, Report #98-9, July 1998, available at http://litterinfo.org/98_florida_litter_study.pdf; "2001 Roadside Litter Study," Keep Iowa Beautiful and Barker Lemar Engineering Consultants, Spring 2001; "2008 National Visible Litter Survey and Litter Cost Study," Mid Atlantic Solid Waste Consultants, September 18, 2009, available at http://www.kab.org/site/DocServer/Final_KAB_Report_9-18-09.pdf?docID=4561.
- ⁸ Bag the Ban, "Reusing," undated. Available at <http://www.bagtheban.com/learn-the-facts/reusing>.
- ⁹ Chris Thomas, "Curbside Commingled Recycling Quality," Waste Connections, Inc., June 2011. Available at http://www.aorr.org/events/conference/2011/presentations/thomas_commingling_contam_061611.pdf.
- ¹⁰ The Solid Waste Agency of Lake County, Illinois, *Report to the Illinois General Assembly Pursuant to P.A. 95-026, The Plastic Bag Recycling Task Force*, May 2010. Available at <http://www.swalco.org/Recycling/Documents/Plastic%20Bag%20Recycling%20Task%20Force%20Report%20May,%202010.pdf>.
- ¹¹ City and County of San Francisco Department of Public Works, "San Francisco Sets New Refuse Rates," June 27, 2006, available at <http://sfdpw.org/index.aspx?page=785>; City and County of San Francisco Department of Public Works, "Uniform Residential Rates," undated, available at <http://sfdpw.org/Modules/ShowDocument.aspx?documentid=335>; City and County of San Francisco Department of Public Works, "Rate Board Approves New Garbage Rates," July 31, 2013, available at <http://www.sfdpw.org/index.aspx?page=1712>.
- ¹² City of San Jose Code of Ordinances, "Chapter 9.10 Solid Waste Management," undated. Available at [http://sanjose.amlegal.com/nxt/gateway.dll/California/sanjose_ca/title9healthandsafety/chapter910solidwastemanagement?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanjose_ca\\$anc=JD_Title9,Ch.9.10,Part13](http://sanjose.amlegal.com/nxt/gateway.dll/California/sanjose_ca/title9healthandsafety/chapter910solidwastemanagement?f=templates$fn=default.htm$3.0$vid=amlegal:sanjose_ca$anc=JD_Title9,Ch.9.10,Part13).
- ¹³ The 2012-2013 actual budget numbers were not yet available when this study was written.
- ¹⁴ John Stuffelbean, "Memorandum," City of San Jose, June 2, 2011. Available at http://www3.sanjoseca.gov/clerk/Agenda/20110614/20110614_0306.pdf.
- ¹⁵ Because the City of Los Angeles' ban had not yet become effective at the time this study was written, only the impact and potential savings for the county's waste disposal budget are examined.

- ¹⁶ County of Los Angeles, California, "Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2010," available at http://file.lacounty.gov/lac/cms1_155095.pdf; Jonathan Randles, "County trims down budget," *Santa Clarita Valley Signal*, June 8, 2010, available at <http://www.signalsecv.com/archives/29659/>; CBS Los Angeles, "LA County Cutting \$35M From Budget, Avoiding Layoffs And Furloughs," April 18, 2011, available at <http://losangeles.cbslocal.com/2011/04/18/la-county-cutting-35m-from-budget-avoiding-layoffs-and-furloughs/>.
- ¹⁷ Tim Craig and Bill Turque, "Paper or Plastic? D.C. Council Votes for 5-Cent Tax on Both," *Washington Post*, June 3, 2009. Available at http://articles.washingtonpost.com/2009-06-03/news/36930547_1_plastic-bags-5-cent-fee-reusable-bags.
- ¹⁸ "Regulations On Retail Establishment Carryout Bags," Government of the District of Columbia, Department of the Environment, Natural Resources Administration, Stormwater Management Division, undated. Available at <http://green.dc.gov/sites/default/files/dc/sites/ddoe/publication/attachments/DC.BagLawRegs.pdf>.
- ¹⁹ Ibid.
- ²⁰ Stephanie Steinberg, "Officials rejoice over low 5-cent bag fee revenue," WTOP 103.5 FM, October 4, 2012. Available at <http://www.wtop.com/41/3062667/Officials-rejoice-over-low-5-cent-bag-fee-revenue>.
- ²¹ The Beacon Hill Institute at Suffolk University, "Two Years of the Washington, D.C. Bag Tax: An Analysis," August 2012. Available at http://s3.amazonaws.com/atrfiles/files/files/BHI_Report.pdf.
- ²² Ibid; Pamela Villarreal and Baruch Feigenbaum, "A Survey on the Economic Effects of Los Angeles County's Plastic Bag Ban," National Center for Policy Analysis, Policy Report No. 340, August 2012. Available at <http://www.ncpa.org/pub/st340>.
- ²³ Sara Murray, "In Washington, a Lesson In Bureaucracy Comes in Every Bag," *Wall Street Journal*, January 25, 2010. Available at <http://online.wsj.com/news/articles/SB20001424052748704509704575019271558165744>.
- ²⁴ DC Fiscal Policy Institute, "The Cost of Cuts to DC's Department of Public Works," undated. Available at <http://www.dcfpi.org/wp-content/uploads/2011/04/The-Cost-of-Cuts-to-DPW1.pdf>.
- ²⁵ Reuters, "Update 1-S&P sees US shutdown hurting D.C. budget; cuts score," October 9, 2013. Available at <http://www.reuters.com/article/2013/10/09/usa-fiscal-sp-dc-idUSL1N0HZ15R20131009>.
- ²⁶ Sarah Coppola, "City Council moves ahead on plastic bag ban," *Austin American-Statesman*, August 4, 2011. Available at <http://www.statesman.com/news/news/local/city-council-moves-ahead-on-plastic-bag-ban/nRdFN/>.
- ²⁷ Ashley Goudeau, "Austin preparing retailers for next month's bag ban," KVUE, February 7, 2013. Available at <http://www.kvue.com/news/Final-informational-meetings-on-bag-ban-190172541.html>.
- ²⁸ Because the ban became effective in 2013, no hard data on results were available when this study was written.
- ²⁹ City of Austin, "Austin, Texas 2013-2014 Proposed Budget Volume One." Available at https://assets.austintexas.gov/budget/13-14/downloads/FY_percent2014_proposed_volume_i_undistilled.pdf.
- ³⁰ Paul Frisman, "Effect of Plastic Bag Taxes and Bans on Garbage Bag Sales," Office of Legislative Research, Connecticut General Assembly, Research Report, December 17, 2008. Available at <http://www.cga.ct.gov/2008/rpt/2008-R-0685.htm>.
- ³¹ Environment Agency, "Life Cycle Assessment of Supermarket Carrier Bags: a review of the bags available in 2006," Report: SC030148, February 2011. Available at <http://a0768b4a8a31e106d8b0-50dc802554eb38a24458b98ff72d550b.r19.cf3.rackcdn.com/scho0711buan-e-e.pdf>.
- ³² American Plastics Council and APCO Insight, "National Plastic Shopping Bag Recycling Signage Testing: A Survey of the General Population," March 2007. Available at <http://www.bagtheban.com/assets/content/bag-recycling-signage-testing.pdf>.
- ³³ Daphne Lofquist et al., "Households and Families: 2010," United States Census Bureau, Census Briefs, April 2012, available at <http://www.census.gov/prod/cen2010/briefs/c2010br-14.pdf>; United States International Trade Commission, "Interactive Tariff and Trade DataWeb," available at <http://dataweb.usitc.gov/>; Joseph Greene, "Survey of Reusable and Single-use Grocery Bags in Northern California," California State University, Chico Research Foundation, August 31, 2010.

Do Bans on Plastic Grocery Bags Save Cities Money?

³⁴ Environment Agency, "Life Cycle Assessment of Supermarket Carrier Bags," Report: SC030148, February 2011. Available at <http://www.savetheplasticbag.com/UploadedFiles/British percent20LCA.pdf>.

³⁵ Pamela Villarreal and Baruch Feigenbaum, "A Survey on the Economic Effects of Los Angeles County's Plastic Bag Ban," National Center for Policy Analysis, Policy Report No. 340, August 16, 2012. Available at <http://www.ncpa.org/pub/st340>.

³⁶ Michael M. Grynbaum, "Even Reusable Bags Carry Environmental Risk," *New York Times*, November 14, 2010. Available at http://www.nytimes.com/2010/11/15/nyregion/15bags.html?_r=0.

³⁷ David L. Williams et al., "Assessment of the Potential for Cross-contamination of Food Products by Reusable Shopping Bags," International Association for Food Protection, *Food Protection Trends*, Vol. 31, No. 8, pages 508-513, August 2011, available at http://www.foodlegal.com.au/uploads/Cross percent20contamination percent20of percent20reusable percent20shopping percent20bags_i171.pdf.

³⁸ Richard Summerbell, "A Microbiological Study of Reusable Bags and 'First or single-use' Plastic Bags," Environment and Plastics Industry Council, May 20, 2009. Available at http://www.plastics.ca/_files/file.php?filename=file_A_Microbiological_Study_of_Reusable_Grocery_Bags_May20_09.pdf.

³⁹ David L. Williams et al., "Assessment of the Potential for Cross-contamination of Food Products by Reusable Shopping Bags," International Association for Food Protection, *Food Protection Trends*, Vol. 31, No. 8, pages 508-513, August 2011. Available at http://www.foodlegal.com.au/uploads/Cross percent20contamination percent20of percent20reusable percent20shopping percent20bags_i171.pdf.

⁴⁰ "Two Years of the Washington, D.C. Bag Tax: An Analysis," Beacon Hill Institute at Suffolk University, August 2012. Available at http://s3.amazonaws.com/atrfiles/files/files/BHI_Report.pdf.

The NCPA is a nonprofit, nonpartisan organization established in 1983. Its aim is to examine public policies in areas that have a significant impact on the lives of all Americans — retirement, health care, education, taxes, the economy, the environment — and to propose innovative, market-driven solutions. The NCPA seeks to unleash the power of ideas for positive change by identifying, encouraging and aggressively marketing the best scholarly research.

Health Care Policy.

The NCPA is probably best known for developing the concept of Health Savings Accounts (HSAs), previously known as Medical Savings Accounts (MSAs). NCPA President John C. Goodman is widely acknowledged (*Wall Street Journal*, WebMD and the *National Journal*) as the “Father of HSAs.” NCPA research, public education and briefings for members of Congress and the White House staff helped lead Congress to approve a pilot MSA program for small businesses and the self-employed in 1996 and to vote in 1997 to allow Medicare beneficiaries to have MSAs. In 2003, as part of Medicare reform, Congress and the President made HSAs available to all nonseniors, potentially revolutionizing the entire health care industry. HSAs now are potentially available to 250 million nonelderly Americans.

The NCPA outlined the concept of using federal tax credits to encourage private health insurance and helped formulate bipartisan proposals in both the Senate and the House. The NCPA and BlueCross BlueShield of Texas developed a plan to use money that federal, state and local governments now spend on indigent health care to help the poor purchase health insurance. The SPN Medicaid Exchange, an initiative of the NCPA for the State Policy Network, is identifying and sharing the best ideas for health care reform with researchers and policymakers in every state.

NCPA President
John C. Goodman is called
the “Father of HSAs” by
The Wall Street Journal, WebMD
and the *National Journal*.

Taxes & Economic Growth.

The NCPA helped shape the pro-growth approach to tax policy during the 1990s. A package of tax cuts designed by the NCPA and the U.S. Chamber of Commerce in 1991 became the core of the Contract with America in 1994.

Three of the five proposals (capital gains tax cut, Roth IRA and eliminating the Social Security earnings penalty) became law. A fourth proposal — rolling back the tax on Social Security benefits — passed the House of Representatives in summer 2002. The NCPA’s proposal for an across-the-board tax cut became the centerpiece of President Bush’s tax cut proposals.

NCPA research demonstrates the benefits of shifting the tax burden on work and productive investment to consumption. An NCPA study by Boston University economist Laurence Kotlikoff analyzed three versions of a consumption tax: a flat tax, a value-added tax and a national sales tax. Based on this work, Dr. Goodman wrote a full-page editorial for *Forbes* (“A Kinder, Gentler Flat Tax”) advocating a version of the flat tax that is both progressive and fair.

A major NCPA study, “Wealth, Inheritance and the Estate Tax,” completely undermines the claim by proponents of the estate tax that it prevents the concentration of wealth in the hands of financial dynasties. Senate Majority Leader Bill Frist (R-TN) and Senator Jon Kyl (R-AZ) distributed a letter to their colleagues about the study. The NCPA recently won the Templeton Freedom Award for its study and report on Free Market Solutions. The report outlines an approach called Enterprise Programs that creates job opportunities for those who face the greatest challenges to employment.

Retirement Reform.

With a grant from the NCPA, economists at Texas A&M University developed a model to evaluate the future of Social Security and Medicare, working under the direction of Thomas R. Saving, who for years was one of two private-sector trustees of Social Security and Medicare.

The NCPA study, “Ten Steps to Baby Boomer Retirement,” shows that as 77 million baby boomers begin to retire, the nation’s institutions are totally unprepared. Promises made under Social Security, Medicare and Medicaid are inadequately funded. State and local institutions are not doing better — millions of government workers are discovering that their pensions are under-funded and local governments are retrenching on post-retirement health care promises.

Pension Reform.

Pension reforms signed into law include ideas to improve 401(k)s developed and proposed by the NCPA and the Brookings Institution. Among the NCPA/Brookings 401(k) reforms are automatic enrollment of employees into companies’ 401(k) plans, automatic contribution rate increases so that workers’ contributions grow with their wages, and better default investment options for workers who do not make an investment choice.

About the NCPA



The NCPA's online Social Security calculator allows visitors to discover their expected taxes and benefits and how much they would have accumulated had their taxes been invested privately.

Environment & Energy.

The NCPA's E-Team is one of the largest collections of energy and environmental policy experts and scientists who believe that sound science, economic prosperity and protecting the environment are compatible. The team seeks to correct misinformation and promote sensible solutions to energy and environment problems. A pathbreaking 2001 NCPA study showed that the costs of the Kyoto agreement to reduce carbon emissions in developed countries would far exceed any benefits.

Educating the next generation.

The NCPA's Debate Central is the most comprehensive online site for free information for 400,000 U.S. high school debaters. In 2006, the site drew more than one million hits per month. Debate Central received the prestigious Templeton Freedom Prize for Student Outreach.

Promoting Ideas.

NCPA studies, ideas and experts are quoted frequently in news stories nationwide. Columns written by NCPA scholars appear regularly in national publications such as the *Wall Street Journal*, the *Washington Times*, *USA Today* and many other major-market daily newspapers, as well as on radio talk shows, on television public affairs programs, and in public policy newsletters. According to media figures from *BurrellesLuce*, more than 900,000 people daily read or hear about NCPA ideas and activities somewhere in the United States.

What Others Say About the NCPA



"The NCPA generates more analysis per dollar than any think tank in the country. It does an amazingly good job of going out and finding the right things and talking about them in intelligent ways."

Newt Gingrich, former Speaker of the U.S. House of Representatives



"We know what works. It's what the NCPA talks about: limited government, economic freedom; things like Health Savings Accounts. These things work, allowing people choices. We've seen how this created America."

John Stossel, host of "Stossel," Fox Business Network



"I don't know of any organization in America that produces better ideas with less money than the NCPA."

Phil Gramm, former U.S. Senator



"Thank you . . . for advocating such radical causes as balanced budgets, limited government and tax reform, and to be able to try and bring power back to the people."

Tommy Thompson, former Secretary of Health and Human Services

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One Year Later, Santa Fe Plastic Bag Ban Is Not Working

February 3, 2015

By Paul Gessing-President-Rio Grande Foundation

Santa Fe's ban on plastic bags isn't making the city greener.

Less than a year after formally implemented the ban, the City Council is now looking for a more effective solution. As recent studies have shown, instead of bringing reusable bags on their shopping trips, Santa Fe citizens have simply traded plastic for paper – nullifying the law's sustainability objectives.

In the months following Santa Fe's bag ban, the Environmental Services Division surveyed local retailers on its effects. After two months, 97 percent of stores reported that less than one percent of customers were bringing their own reusable bags. Two months later, according to 68 percent of respondents, that number was still below five percent.

Without reusable sacks at the ready or the option of plastic at the checkout, shoppers in Santa Fe are forced to use paper bags for their purchases. But as numerous studies have shown, paper isn't the best choice for the environment. Plastic bags require 70 percent less energy to manufacture and generate 80 percent less waste.

Even the preferred reusable bags aren't a perfect option. Most – made from non-recyclable nonwoven polypropylene – are used fewer than eight times before they too end up in the waste stream, where they take up more space than plastic bags. In fact, plastic shopping bags are only a tiny fraction of the country's solid waste stream – a mere .4 percent.

Of course, no amount of litter is acceptable and any effort to minimize waste is commendable, but we can keep Santa Fe pristine without banning an option that both customers and businesses prefer.

As the report goes on to say, both have begun to feel the negative consequences of the ban. Santa Fe citizens, who previously used their old plastic bags for other reasons, miss the availability of this convenient and durable option. And Santa Fe isn't alone in this – nine out of ten Americans reuse plastic grocery bags for everything from padding valuables for storage to packing lunches and lining trash bins.

Meanwhile, nearly a quarter of retailers in Santa Fe have already indicated a significant negative impact from providing the more expensive carryout options – options that also leave them more susceptible to shoplifting.

With clear evidence that the plastic bag ban isn't working as intended, one would think Santa Fe's City Council would begin considering more viable methods for meeting sustainability goals. Think again.

Despite legal uncertainties, local officials are now reconsidering ways to levy a fee on paper bags in addition to the ban. A 10-cent fee was part of the original ordinance passed last summer, but was dropped after the city attorney expressed concerns of it constituting an illegal tax.

Others have raised similar concerns. According to Texas Attorney General Greg Abbott, fees on single-use bags violate the state's Solid Waste and Disposal Act. And in California, concerned citizens are working to overturn a statewide ban that promises to line the pockets of grocers and special interest groups at the expense of the environment and hardworking Californians. Under SB 270, funds collected from the paper bag fee won't go to an environmental or government initiative, but to the grocery store owners themselves.

The same potentially illegal – and certainly, unacceptable – transfer of wealth could occur in Santa Fe if the City Council has its way.

Across the country, 82 percent of Americans believe the types of shopping bags they use should be their choice, not a decision mandated by the government. Instead of meddling in the choice of consumers – and spending thousands in the process – local officials should turn their attention to consumer education and recycling for effective environmental stewardship.

As Santa Fe has experienced firsthand, plastic bag bans aren't an environmental silver bullet. Amending the ineffective law won't change that fact. The City Council must consider alternative green initiatives that don't also harm the local economy.

Source: KRWG New Mexico

The science and comedy of Kirkland's proposed bag ban | Myers

- Jan 22, 2015 at 6:00AM

"Borderline comical." As members of the Kirkland City council consider banning plastic grocery bags, they should keep those words in mind.

They are the words of Dr. Christopher Reddy, Senior Scientist at Wood's Hole Oceanographic Institute when he spoke against Rhode Island's proposed ban on plastic bags.

After listening to environmental activists pushing the ban, he made it clear their arguments – the same arguments we hear in Washington state – are simply unscientific.

Kirkland is the latest target of environmental activists advocating the symbolic step of banning plastic grocery bags. The science, however, is clear and Reddy is not the only ocean scientist expressing frustration at the unscientific claims used to justify a ban.

Oregon State University scientist Angel White has also been outspoken on the damage environmental activists are doing to science with these false claims.

A report from Kirkland city staff included a graphic showing a garbage patch covering much of the Pacific between Hawaii and Alaska. Their source? The caption under the graphic read "Vimeo," an online video site similar to YouTube. This is like quoting "The Internet."

Frustrated by such claims, White lamented that, "this kind of exaggeration undermines the credibility of scientists," noting the amount garbage in the ocean is a tiny fraction of the size presented by the city staff. Additionally, Reddy noted that Wood's Hole research, "has shown that the amount of plastics in the open ocean have dropped or at least stabilized over the last 10 years." That decline comes despite the increased use of plastic grocery bags.

Indeed, environmental activists in Washington state admit they cannot point to any harm from plastic bags, turning instead to performance art to claim marine life has been harmed. Art trumps science. Like environmentalists, politicians wave off these scientific warnings. They justify unscientific policies, claiming they are "precautionary." Better safe than sorry, they rationalize.

A plastic bag ban, however, may actually increase damage to marine life.

When asked for the greatest threat to water, Dr. Reddy said the answer is clear: nitrogen in the water that removes oxygen and creates oceanic “dead zones,” often caused by fertilizer runoff. Alternatives to plastic bags contribute hugely to these dead zones.

The U.K. Environment Agency compared the environmental impacts of paper and reusable bags to plastic bags. The results are dramatic.

Reusable cotton bags, like those sold locally at PCC, contributed more than 300 times as much to ocean dead zones as plastic bags. Paper bags did better, but still had about 10 times as much impact on water quality as plastic bags. More reusable bags means more fertilizer runoff and more dead zones.

The results were the same with “global warming potential.” The same study found reusable cotton bags used more than 173 times as much energy as plastic bags. Paper bags, used eight times as much energy.

Additionally, plastic bags are often reused as trash liners or to pick up after pets.

Environmental activists ignore this reuse, claiming plastic bags are rarely recycled. This is true, but it is difficult to recycle a plastic bag containing dog poop. The environmental mantra of “reduce, reuse, recycle,” has been cut down to only “recycle,” ignoring that plastic bags reduce resource use and about 70 percent of plastic bags are reused at least once.

This is not to say plastic bags have no impact. But alternatives are far more damaging to the environment, and wishing away the impact of reusable bags is not scientific or responsible.

In his testimony, Reddy said he hoped Rhode Island would be the first state “that almost passed a plastic bag ban and said ‘no, let’s stop,’ and do some really good research that is not hype.” That is good advice that I am afraid some Kirkland City Councilmembers will ignore.

Todd Myers is the Environmental Director for the Washington Policy Center and a Kirkland business owner.

City Council repeals bag fee ordinance



Erin Udell, *The Coloradoan* 6:56 a.m. MDT October 22, 2014

Amid pressure from a citizen group against the city's bag fee ordinance, Fort Collins City Council voted to repeal the ordinance Tuesday.

The council's decision came two weeks after the city clerk confirmed that the group, Citizens For Recycling Choices, had collected at least 2,604 valid signatures to bring the issue back up to council.

Council had two other options: to refer the ordinance to the April 7 ballot or to call a special election for it. The motion to repeal the ordinance passed on a 6-1 vote with Councilmember Lisa Poppaw voting no.

The bag fee ordinance was originally intended to take effect in April 2015, placing a 5-cent fee on disposable bags for all retailers and, in turn, reducing the use of disposable bags in Fort Collins. After being passed in a 5-2 vote on Aug. 19, the ordinance drew swift criticism.

Later that month, Citizens for Recycling Choices filed a notice of protest with the city clerk's office and later went about collecting signatures across the city.

Fort Collins resident Cathy Zitti spoke during public comment before the vote, saying she took her petition all around the city from CSU football games and Old Town to bus stops and the library.

"No matter where I went, overwhelmingly, people supported repealing this ordinance," she said, adding that she collected 200 signatures to get the ordinance repealed.

According to Councilmember Gino Campana, the whole process of passing the ordinance and seeing it's subsequent opposition, brought the city's waste-stream dialogue to "a whole new level."

"I think we have a great system and I think it was used here," Campana said, referencing the debate, council's vote and the citizen efforts to get it repealed.

"Citizens went out and formed an initiative and got enough signatures. That's enough for me to say repeal this," Campana said before Tuesday's vote.

"I believe we can be more innovative than charging a fee for a bag."

With the bag fee off the table, council passed a resolution Tuesday that expresses the city's commitment to continuing down the road to zero waste by 2030. With the resolution, the city will pursue adoption of a universal recycling ordinance, giving all residents and businesses affordable access to recycling that would alter the city's current pay-as-you-throw structure.

The resolution also puts an emphasis on the funding and construction of things such as a "reuse warehouse," a construction- and demolition-waste sorting facility and pilot projects with Colorado State University that focus on innovations in waste-to-clean energy technology.

Council also added a line to reiterate that they're not interested in reconsidering another bag fee down the road.

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Voters reject grocery bag fee

City Council enacted ordinance

By [Chuck Slothower](#) Herald staff writer Article Last Updated: Wednesday, November 06, 2013 12:29am

Durango voters Tuesday repealed a City Council ordinance that would have

charged shoppers 10 cents for each disposable bag they carry away from grocery stores. The fee was intended to encourage shoppers to bring reusable bags, but it was seen by opponents as nanny-state meddling.

Voters repealed the ordinance before it was to take effect, with 56 percent in favor of repeal and 44 percent opposing repeal. That was with a handful of votes yet to be counted Tuesday night.

"I'm just happy that the voters in Durango exercised some adult supervision on their extreme and juvenile City Council," said Kristen Smith, part of the pro-repeal group No Durango Bag Tax. "We worked hard to defeat it, and would encourage other citizens to run for council who think voice of reason should be there to represent the people."

The repeal vote is an unprecedented ballot-box rejection of a City Council-passed ordinance, and a setback for Durango's passionate environmental community.

"I'm disappointed but excited," said Ellen Stein, who led the Durango Bag It! group in favor of attaching a fee to bag use. "We created a conversation, and that is really important."

The proposed fee touched a nerve in Durango, where it was seen by supporters as a step toward environmental responsibility and a low-impact way of life. Opponents characterized the bag fee as an unnecessary nuisance.

The bag fee was passed 4-1 by the City Council in August, but a petition from unhappy constituents forced the council to either repeal the fee or refer it to the November ballot. Councilors chose the latter.

Dave Peters, a Durango resident and retiree from the gas and oil industry, helped lead the campaign to repeal. He said he was pleased voters rejected the ordinance, which he called symbolic.

"I felt all along that this ordinance really needed to go to the voters," he said. "In a way, it's kind of a report card on the mayor and the City Council. Hopefully, they get back to meaningful issues."

Peters said passing the ordinance without a referendum could have run afoul of the state's TABOR law and entangled the city in litigation. He added the ordinance simply wouldn't have made enough impact to be worthwhile.

"I just felt there wasn't enough environmental benefit to justify the cost to low-income people and fixed-income people," he said.

Mayor Dick White said the issue would be revisited.

"As soon as we finish frying the bigger fish of waste management, we'll come back and visit this again," White said, responding to criticisms that there are bigger environmental problems to tackle. "When you've invested as much energy as we have, you want to see something come of it."

The Durango Bag It! campaign involved canvassing, robocalls, ads and other outreach efforts, attracting students and environmental activists to volunteer.

"We did a lot with a little in a short amount of time," Stein said. "It was just a very cool community effort."

Stein attributed the ordinance's defeat to an anti-government political environment. Voters were in no mood to endorse the City Council's vote after the federal government shutdown in October and the botched roll-out of health-care reform, she said.

"It couldn't be a worse environment politically for people's feelings with government," she said.

Some voters opposed the fee because it didn't go far enough, Stein said. She noted Telluride attached a fee to plastic bags before banning them.

Stein said the environmental issue at the heart of the ordinance isn't going away.

"Nothing has changed about the need to reduce our waste," she said. "It's how we go about it."

Staff Writer Ann Butler contributed to this report.

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'Paper or Plastic' Now a Legal Question

September 4, 2012 By [Leslie Jorgensen](#) Copyright © 2015 [The Colorado Observer](#). All Rights Reserved.

DENVER – The question of "plastic or paper" may soon be a thing of the past in Durango. That's because the city council in the southwest Colorado enclave is contemplating a tax on grocery bags – both paper and plastic.

The question is whether the city will follow the carbon footprints of Telluride, Carbondale and Aspen that banned plastic grocery bags and imposed a tax on paper bags.

"Why do people keep trying to force what they think or feel on to others?" Lorna Robinson asked *The Durango Herald*. "And to even suggest putting a price on bags! How many people are out of jobs, lost their homes from fires and can't afford to have another cost on them?"

"Five or 10 cents many not seem like much to you but maybe when are having trouble counting your pennies, it is a lot. Plastic bags are the least of the problems that our country is having. Try focusing on those instead," Robinson told the Durango councilors.

Actually the tax could be higher. The Aspen City Council imposed a 20-cent tax on each paper bag effective May 1, 2012 – including a grace period for grocery stores to deplete their plastic bag supplies and "send a strong message" to Aspenites and tourists.

Aspen city staff defined the tax as a "fee" to be deposited in the Waste Reduction Account – not the general fund – and used initially to offset the costs to grocers, pay administrative staff salaries and promote public education.

The city was sued on Aug. 21 by the Colorado Union of Taxpayers Foundation (CUT) because the tax – imposed by the Aspen City Council – violates the Colorado Constitution's Taxpayers Bill of Rights (TABOR) that requires voter approval of any tax hike.

"Aspen may not impose a new tax without the vote by those who will pay the tax," declared William Perry Pendley of Mountain States Legal Foundation, who is representing CUT in the lawsuit filed in Pitkin County.

"The city of Aspen has ignored the Colorado Constitution and violated TABOR. CUT Foundation on behalf of taxpayers says, 'Follow the law. Ask first,'" said CUT President Marty Nielson.

"One of the core tenets of Colorado's TABOR, a constitutional amendment approved by voters in 1992, is that affected voters must approve any new tax, tax rate hike or tax policy changed directly causing a net tax revenue gain to any district," stated Ben DeGrow of the Independent Institute.

DeGrow said that the Aspen City Council used "an old trick" to attempt to bypass TABOR – calling the tax, a fee.

Behind the campaign in Aspen, Telluride, Durango, Carbondale, Basalt and other Colorado communities is the liberal group Telluride-based Sheep Mountain Alliance. The nonprofit has also been lobbying for a uniform law in Durango, Steamboat Springs, Glenwood Springs, Basalt and Carbondale.

Telluride banned plastic bags and imposed a 10-cent "Advanced Recovery Fee" on paper bags in 2010. Half of the money is retained by grocers to process the fee; the other goes to Telluride coffers.

In 2011, the Basalt Board of Trustees passed a ban on plastic and a tax on paper bags – but, then repealed it and placed the initiative on the ballot in April 2012 and voters rejected it.

Carbondale Board of Trustees approved an ordinance and a 20-cent tax on paper bags in 2011, but was forced by citizen Roy Chorbajian, who garnered petition signatures, to put the measure on the April 2012 ballot. It passed by a narrow margin – just 90 votes.

"It's government overreach. That's what irritates me," lamented Chorbajian, who told the *Grand Junction Sentinel* that he doesn't use plastic bags, but those and paper bags are not trashing the environment.

Nathan Ratledge, director of the Roaring Fork Valley nonprofit Community Office of Resource Efficiency, told the *Grand Junction Sentinel* in April that the group is working to pass an ordinance – banning plastic bags and charging a tax for paper bags – in Steamboat Springs, Frisco and Breckenridge.

"Really, you're just raising the consciousness level of what our consumptive habits are actually doing," said Ratledge. "What people start to realize is when you make small changes, all of the sudden other things start dawning on you."

What dawned on Bob Franzese, owner of Telluride-based Black Bear Trading Company, is the absurdity of unevenly banning plastic bags and taxing paper bags. Like others he told the *Durango Herald* that banning plastic bags also impedes customers from protecting their purchases – from groceries to artworks – in rain and snow.

"You can use plastic bags for pot but not other things?" he asked rhetorically.

Recycling



Plastic bags are 100% recyclable.

Lawmakers across the country are considering misguided legislation in an effort to help keep our oceans clean. However, the real solution to protecting our environment from litter is encouraging recycling.

Thousands of American families depend on the jobs provided by the country's growing, green recycling and manufacturing industry to make ends meet, and the rate of Americans recycling their plastic bags has increased significantly over the past decade. Taxing or eliminating plastic bags could put 30,000 Americans out of work and threaten the livelihoods of their families, even though plastic bags make up a tiny fraction (less than 0.5%) of the U.S. municipal solid waste streamⁱ. Restricting use of plastic bags just doesn't address the litter issue.

Recycling is a growing industry that is having an impact

- In 2011, an estimated one billion pounds of plastic bags, sacks and wraps were recycled. The same report showed that plastic bag and film recovery has increased by 55% since 2005ⁱⁱ
- Consumers can bring their plastic bags, sacks and wraps to participating stores and drop them into plastic bag recycling bins. From there, the bags and wraps are picked up for recycling
- According to the EPA, the recycling rate of polyethylene bags, sacks and wraps in 2010 was 14.7%, a 23.8% increase from the rate in 2009. Recycling of polyethylene bags, sacks and wraps has now grown in nine out of the last ten yearsⁱⁱⁱ

Recycling supports thousands of Americans in a growing, green industry

- More than 30,000 Americans in 349 plants are supported by the country's recycling and manufacturing industry^{iv}
- At a time of prolonged unemployment, American plastic bag manufacturers continue to create jobs with benefits and invest in green technologies that revolutionize the plastic recycling industry
- Recycled plastic bags are used to make new plastic bags and building products such as backyard decks, playground equipment and fences
- As a result of recycling innovation and investment, the United States is the world leader in plastic bag and film recycling. Any tax or ban would endanger this quickly growing green industry and threaten jobs

ⁱ Municipal Solid Waste in the United States: 2009 Facts and Figures; U.S. Environmental Protection Agency; p. 53

ⁱⁱ <http://plastics.americanchemistry.com/Education-Resources/Publications/2011-National-Post-Consumer-Recycled-Plastic-Bag-and-Film-Report.pdf>

ⁱⁱⁱ http://www.epa.gov/osw/nonhaz/municipal/pubs/msw_2010_data_tables.pdf and <http://www.epa.gov/osw/nonhaz/municipal/pubs/msw2009rpt.pdf>

^{iv} <http://www.plasticsindustry.org/APBA/>

SEPTEMBER 15, 2014

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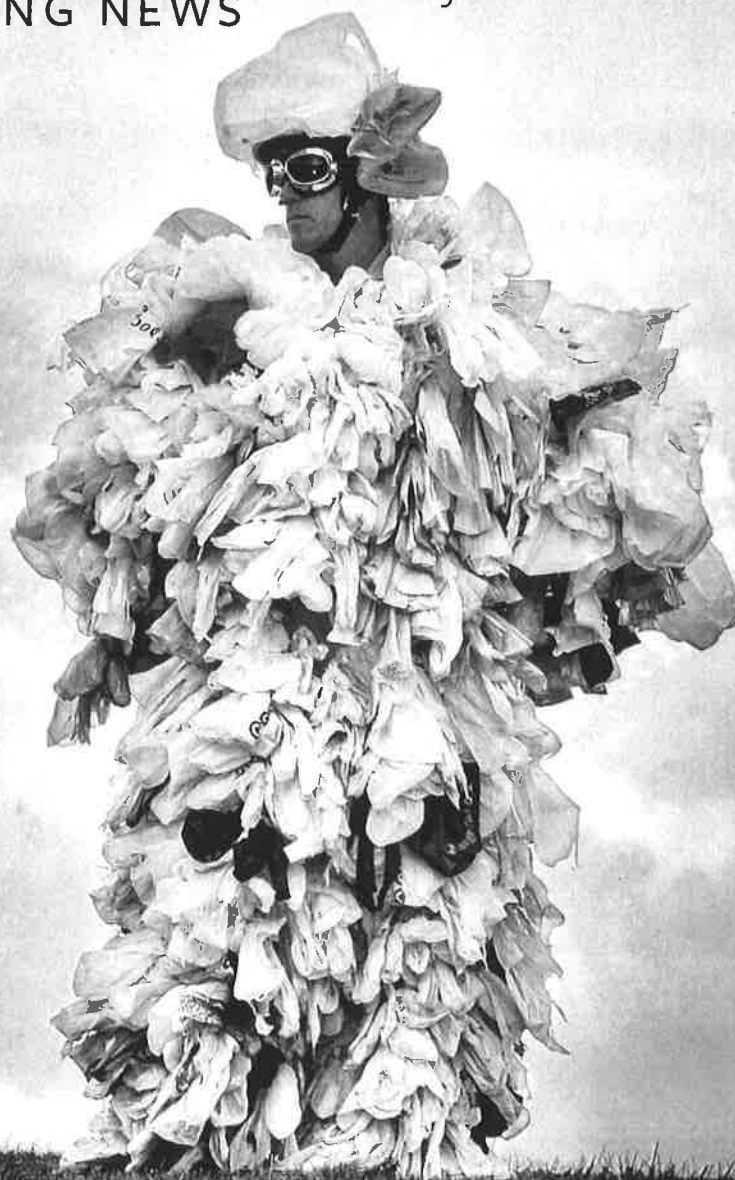
Moving from curiosity to commodity **P.32**

READERS, YOU ROCK

A taste of your favorite crystal structures **P.36**

Our Attachment to Plastic Bags

What to do about the cheap, ugly, messy convenience **P.12**



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BREAKING THE BAG HABIT

Plastic bag makers and environmental activists fight over the
FUTURE OF THE SHOPPING BAG—and perhaps the plastics industry itself

ALEXANDER H. TULLO, C&EN NORTHEAST NEWS BUREAU

I T WAS 2005 in Chico, Calif., and Andy Keller was unemployed. One idle day found him clearing his yard of debris and heading to the local landfill to dispose of it. He was dismayed by what he saw. Plastic shopping bags were everywhere, stuffed with garbage, getting picked at by birds. More than a few empty bags had gone airborne, getting caught on fencing and blowing into the adjacent ranchland.

"I had never thought about plastic bags, how many I used, how long I used them for, what they were made of, or what happened to them when I was done," Keller recalls.

After taking in the sight, Keller was struck by an entrepreneurial idea. He got to work designing a reusable bag. He aimed for something less bulky than the hippy-dippy canvas affairs he would see around town and more like the convenient

plastic bags given away for free at the supermarket.

The company Keller founded, Chico-Bag, now sells bags that can be folded into pouches and clipped onto key rings. Getting rid of plastic bags requires consumers to change habits. "We want to make it supereasy for them," he says.

Keller isn't above forcing shoppers to change either. He is one of California's

leading agitators for plastic bag regulations. He created the "bag monster," a costumed character that dons 500 plastic bags—the number that, by Keller's estimate, is used each year by the average consumer. The bag monster, he says, attempts to "show people what I saw in the landfill that day." The character appears at city council meetings and antibag demonstrations throughout the state.

Keller and his allies appear to be on the march. Nearly 100 local bag restrictions have passed throughout California. And just last month, legislators in the state capital of Sacramento became the first in the U.S. to approve a statewide plastic bag ban.

Regulations have caught on outside of California as well. Chicago aldermen approved a ban on plastic bags in the spring. The New York City Council is considering a fee on both paper and plastic bags. Virginia Congressman Jim Moran (D) has even, on a couple of occasions, introduced a bag bill in the U.S. House of Representatives.

To environmental activists, plastic bags are among the most visible symbols of a throwaway culture. They say the bags are a frivolous use of hydrocarbons. They foul equipment in recycling facilities and aren't themselves recycled in appreciable amounts.

But the most consistent complaint about the bags is litter. Activists call them "urban tumbleweeds." And beyond being an eyesore, the bags have a propensity to settle in waterways and get carried out to sea. There, opponents say, they cause real ecological harm.

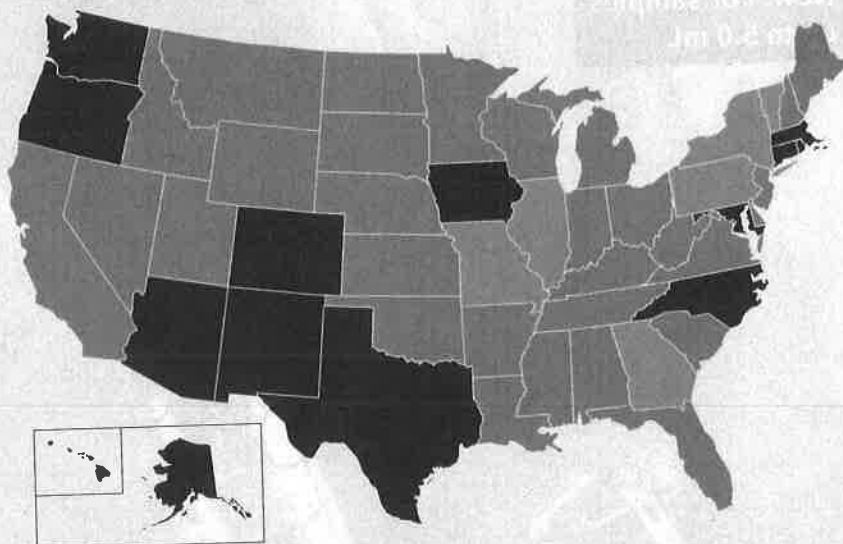
The plastic bag industry, not surprisingly, seeks to preserve its hard-won business and sees the attack on bags as part of a broader assault on all plastics. Industry representatives and other bag defenders deny that litter is a big enough problem to warrant regulation that would kill their industry and inconvenience the consumer. They further argue that the bags are more sanitary and more environmentally benign than the alternatives.

PLASTIC OCEANS

The plastic bag so familiar today is the T-shirt bag, so called because of its resemblance to an undershirt. It is usually made out of high-density polyethylene, a pound of which makes between 60 and 70 bags.

The T-shirt bag was invented in Sweden in the 1960s and popularized in the U.S.

SPREADING RESTRICTIONS Plastic bag legislation, originally mostly a West Coast phenomenon, is taking root throughout the U.S.



■ Multiple jurisdictions with regulations

Alaska Several communities have instituted plastic bag regulations. Two of them, in Fairbanks and Homer, have been repealed.

Colorado A few towns, including Boulder, have adopted bag legislation.

Hawaii Four of five Hawaii counties, including Hawaii and Honolulu, have banned plastic bags.

Maryland Montgomery County passed a 5-cent fee on plastic bags, effective in 2012. Bags are banned in Chestertown.

Massachusetts Nantucket banned plastic bags in

1990. Several other communities followed.

North Carolina Plastic bags have been banned in three barrier island counties.

Oregon Plastic bags have been banned in three cities, including Portland.

Texas The capital, Austin, banned plastic bags last year. Dallas is making a 5-cent fee effective next year.

Washington The state's 12 bag ordinances are second only to California's. Seattle banned single-use plastic bags in 2012.

■ Single jurisdiction with regulation

Arizona Bisbee banned plastic bags and instituted a charge for paper bags, effective this year.

Connecticut Plastic bags are banned in Westport.

Iowa Marshall County banned bags in 2009.

New Mexico Santa Fe banned plastic bags this year.

Rhode Island Barrington banned plastic bags in 2013.

Washington, D.C. Since 2010, retailers have levied a 5-cent tax on bags.

■ Statewide ban enacted

California California has led the way in plastic bag regulation. San Francisco was the first city in the state to ban plastic shopping bags, in 2007. Since then, local jurisdictions, including Los Angeles, have passed 84 ordinances. State legislators recently passed a statewide ban.

■ Major regulation being considered or pending

Georgia The Atlanta City Council is considering legislation.

Illinois Chicago passed a ban earlier this year that will take effect in 2015 for big retailers and in 2016 for smaller retailers.

Missouri The St. Louis Board of Alderman is considering bag legislation.

New York The New York

SOURCES: Californians Against Waste, Earth Policy Institute, Hilex Poly

City Council is considering a 10-cent fee for single-use bags. Several communities in Westchester and Suffolk Counties have instituted plastic bag bans.

Pennsylvania Legislators are considering a statewide ban or tax.

Vermont The state legislature is considering a bag tax.

"There isn't a single time that I surf that I don't pick up a piece of plastic in the water."

in the early 1980s when the supermarket chains Safeway and Kroger adopted them. Since then, Americans' use of them has grown to about 100 billion annually, according to the U.S. International Trade Commission.

It is the bags' sweeping success in the marketplace that sowed the seeds of insurrection. Environmental activists are keen to quote the 100 billion figure to describe what they see as the magnitude of the problem. Keller contends that the bag industry's drive for efficiency has created a "design flaw" that is the culprit in the litter problem.

"Plastic bags, because they have been lightweighted to the point where they are very lightweight, have an inherent ability to become airborne litter despite proper disposal," he says.

All too often, the bags stop tumbling when they reach a body of water, which makes bag regulations of particular interest to coastal communities—in 1990, Nantucket, Mass., was the first place to ban bags—and to environmental groups that focus on coastal issues.

One such group is the Surfrider Foundation, an organization started 30 years ago by surfers in Malibu bemoaning the poor management of local beaches.

"I surf probably 100-days-plus a year," says Chad Nelson, the group's environmental director. "And there isn't a single time that I surf that I don't pick up a piece of plastic in the water. It is just everywhere."

Litter characterization studies consistently put bags near the top of the ocean debris list, Nelson says. For example, the Ocean Conservancy conducted a global study in 2014 in which volunteers collected more than 12 million lb of marine debris. They determined that plastic grocery bags were the sixth most common form of litter, behind cigarette butts, food wrappers, bottles, bottle caps, and straws.

Litter is a key battleground in the fight between environmental activists and the plastic bag industry. Phil Rozenski is director of marketing and sustainability at Hilex Poly, the largest U.S. producer of plastic and paper shopping bags. Hilex Poly is also a member of the American Progressive Bag Alliance, a lobbying group set

up by the chemical industry trade group American Chemistry Council and now part of SPI: The Plastics Industry Trade Association. Rozenski says the opposition is exaggerating.

For instance, he takes issue with how people characterize the gyres, currentless regions in the oceans that act as traps for plastic flotsam. "For about 10 years, it was portrayed that there was an island of plastic in the Pacific Ocean twice the size of Texas," he says. "I actually took a radio interview on NPR, and the host claimed it was 2 inches thick and you could walk on it."

Rozenski points to research by Angelique E. White, an oceanographer at Oregon State University, that he thinks clarifies the matter. She says the so-called garbage patch is closer to 1% the size of Texas and more of a "dilute soup" than an island of trash. Most of the debris isn't even

visible from the deck of a ship. But White also emphasizes that she means to correct hyperbole, not dismiss the problem. "The amount of plastic out there isn't trivial," she says.

Surfrider's Nelson blames journalists for discrediting environmental activists by blowing the gyres out of proportion. "The media portrayed it as an island of trash," he says. "The opposition jumped on that."

Still, the image of a plastic wasteland out at sea endures. "Do you know about the great Pacific garbage patch? Twice the size of the U.S.? My son does," California Assemblywoman Lorena Gonzalez tweeted last month when the bag ban was wending its way through the legislature.

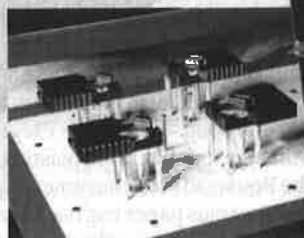
A claim making the rounds on the Internet for years that plastic bags kill 100,000 marine animals every year is also misleading, Rozenski asserts. The figure, he noted, originated in an Australian government misreading of a Canadian research paper referring to fishing nets, not plastic bags.

"There has been a ton of debate about exactly how many marine animals," Nelson responds. "I don't think there has been a

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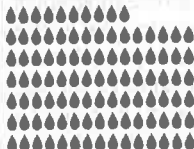
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CHANGING IMPACTS

After eight uses, not including washing, a reusable plastic bag has a lower environmental impact than a single disposable plastic bag. Numbers given are per 1,000 bags.^a

CHANGING IMPACTS After eight uses, not including washing, a reusable plastic bag has a lower environmental impact than a single disposable plastic bag. Numbers given are per 1,000 bags. ^a						
	Polyethylene (mass = 6 kg)	Paper (52 kg)	Reusable nonwoven polypropylene (42 kg)	Reusable polyethylene with 40% recycled content (44 kg)		
	1 use	1 use	1 use	8 uses	1 use	8 uses
Nonrenewable energy, GJ	763	2,620	3,736	467	2,945	368
Greenhouse gas emissions metric tons of CO ₂ equivalent ● = 0.010	 0.040	 0.080	 0.262	 0.033	 0.182	 0.023
Freshwater consumption, gal ▲ = 10	 58	 1,000	 426	 85	 250	 40

SHUTTERSTOCK (ALL)

^a Except for single-use polyethylene, which is per 1,500 bags to account for their smaller carrying capacity.
SOURCES: California State University, Chico, Research Foundation; Joseph Greene

great count that pins down the global number. We'll figure out the scale of the problem, but it is clearly an issue."

PLASTICS' DAY IN COURT

Backers of bag bans complain that the plastics industry has been using the courts to intimidate the opposition. Jennie R. Romer is a lawyer who helped author San Francisco's bag ordinance and also founded plasticbaglaws.org to help California jurisdictions find information for their legal fights against the industry. More recently she relocated to the East Coast to help spearhead regulations in New York.

Romer recalls that first-generation bag bills, such as the one that passed in San Francisco in 2007, generally banned plastic bags but allowed retailers to continue to give out paper bags. Claiming preferential treatment of paper, plastic bag makers challenged the bills in court. A complaint common in the suits was that the municipalities needed to conduct environmental impact assessments before going through with legislation, a requirement of California law at the time.

The suits presented an opening for plastic bag makers. Contrary to what the average person, accustomed to the "paper or plastic" choice at the supermarket, might think, life-cycle analyses often cast plastic bags in a complimentary light. For example, a 2010 report conducted by ICF International for Green Cities California found that paper bag use results in greater greenhouse gas emissions, atmospheric acidification, water consumption, and ozone production than plastic bag use does.

These reports haven't gone unchallenged. According to International Paper, assumptions made in an influential life-cycle analysis conducted by Boustead Consulting and sponsored by the Progressive Bag Alliance unfairly favor plastics.

The Boustead study assumes a 1.5:1 ratio of plastic versus paper bag use because of the difference between the carrying capacity of the two bags. International Paper contends that 3:1 is a more appropriate ratio. The company also argues that a paper bag recycling rate of 60% is more accurate than the 21% figure Boustead used.

Whatever the number for paper, plastic bags are not being recycled as much. According to the Environmental Protection

Agency, polyethylene bags, sacks, and wraps were recycled at a rate of 14.8% in 2012. By comparison, the rate for polyethylene terephthalate bottles and jars is 30.8%.

Generally, when the bags are recycled, they are mixed with other polyethylene films before they are transformed into products such as plastic lumber or new bags.

Hilex Poly's Rozenski says the recycling rate for plastic bags is low because so many consumers reuse them in their own homes as, for example, trashcan liners. A survey by APCO Insight found that 92% of shoppers say they reuse their bags.

As the statistic trading and legal sparring raged, new ordinances in California moved away from strict bans on bags. Cities around the state now usually put a charge—generally 10 cents—on paper bags when they move to ban plastic. The state-wide ban also works this way.

Charging for bags has become the predominant model in the rest of the country as well. Washington, D.C., and Maryland's Montgomery County both levy a 5-cent fee on paper and plastic. New York City is considering a 10-cent across-the-board charge.

Romer is a fan of this approach. She acknowledges that people need to shop on

rainy days or like to use the bags for trash or to pick up after their dogs. "It gives consumers more options," she says. "The main thing is that having a charge makes people stop and think about whether they really need the item or not."

BEYOND BAGS

The plastic debate itself has shifted away from paper versus plastic and to plastics versus reusable bags such as ones made from nonwoven polypropylene or extra-thick polyethylene.

And plastic bag manufacturers are now casting aspersions on reusable bags. For instance, they are quick to cite a report about a norovirus outbreak in Washington state that struck nine members of a girls' soccer team from Oregon. The illness was traced to a reusable bag that had been stored in a bathroom used by a person who was already sick.

However, the author of the report, the late William Keene of the Oregon Public Health Division, noted that media reports "got a bit off topic" about the episode. "It

could just have as easily been a disposable plastic bag, a paper bag, a cardboard box, the flush handle on the toilet, the sink, the floor, or the nearby countertops," he wrote in an e-mail to officials at the city of Los Angeles.

Another often-quoted report is from researchers who surveyed bags used by shoppers in California and Arizona. The team, which was supported by the American Chemistry Council, found *Escherichia coli* on 8% of the bags. But Charles P. Gerba, a University of Arizona, Tucson, epidemiologist who participated in the study, ranks the bacteria levels somewhere between kitchen sponges and doorknobs in public restrooms.

"The cleanest thing in a restroom is the doorknob, although most people are terrified of it," Gerba says. The bag-bound bacteria can be eliminated by washing, he adds, although only 3% of the consumers surveyed actually wash their bags.

The plastics industry fights hard against bag ordinances in part because it perceives the stakes to be high. Rozenski accuses environmental activists of having an anti-plastic agenda that extends beyond the bag business. "Not only are they attacking the

30,000 jobs of our industry," he says, "they are going to be attacking other industries that are next on their list as well."

Antibag activists say they aren't against all plastics, just the ones that are thrown away too quickly. "Plastic is an amazing material that can be molded into any shape," ChicoBag's Keller says. "It is durable. It lasts for a long time. However, it is kind of silly to make it into an item that is flimsy and disposable."

Surfrider's Nelson readily admits that his organization has it in for other materials such as polystyrene foam. "We talk about trying to get rid of single-use plastics," he says. "We are not, for example, trying to take on car parts. Why are we making something that is meant to be used for 15 minutes constructed such that it will last a lifetime?"

If activists do move the debate beyond bags and start going after items such as foam, plastic cutlery, and beverage bottles, they will be targeting today's culture of disposability—and the livelihood of the plastics industry—head on. Rozenski and his allies want to make sure the battle doesn't get that far. ■



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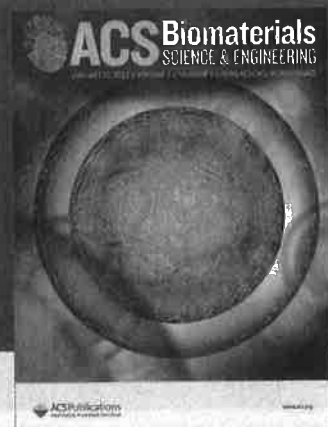
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Tufts University



ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

First Reading, Ordinance No. 08-2015, 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.

Recommended Action:

Staff recommends that City Council approve first reading of Ordinance 08-15 and set a public hearing for July 15, 2015.

Background:

In 2014 staff worked to update every job description and ensure consistency across departments. The City then contracted with CBIZ Human Capital Services to provide a compensation analysis. This involved conducting a salary and benefit survey, creating a pay plan based on those findings, and placing existing employees in the proposed plan. Every step of the process involved significant evaluation and analysis. CBIZ will review their process and findings during the meeting. Attached you will find the final report and corresponding exhibits referenced in the report (the exhibits are titled to correspond with the final report and are not sequential).

To summarize, out of 113 full-time and part-time employees, 49 were below their proposed minimum salaries and 2 were above their maximum salaries. For those employees above the maximum salaries, they will be frozen until the pay plan catches up and they will only be eligible for one-time payments based on performance evaluations. For those who are below the minimum salaries, it will cost \$98,612.31 to bring them up to the minimum salaries for their respective grades. Increases range from \$8 to \$5,352. Exhibit 4 provides the breakdown of implementation costs by position. Additionally, in 3 positions impacting 8 employees the City Manager was concerned about compression and recommends a 1% or 2% increase depending on years of service for a total compression cost of \$3,334.

CBIZ also provided input on 12 specific positions that the City Manager felt should be adjusted by one grade up or down based on internal equity considerations. These 12 deviations from the market increased the cost of the the proposed pay plan by \$48,197. The most significant aspect of these deviations is the recommendation by the City Manager to establish the Police Officer position at a Grade 9 instead of Grade 8, which accounted for \$35,302 in increased costs. This recommendation is based on discussions with the Police Chief, Finance Director, and Human Resources Manager and is intended to help the City attract a larger pool of qualified candidates and retain officers once hired. We estimate that the hard cost to replace an officer is \$11,055 per officer. Since 2011, we have had 21 vacancies which averages out to 5 vacancies per year with an estimated cost of \$46,431 per year to the City. Additionally, there are soft costs to this turnover that include shifting resources to cover immediate needs instead of proactive policing, less-experienced officers, reduced relationship with the community, morale, etc.

Staff recommends that if City Council is comfortable with the process and proposed pay plan, that we implement the changes as soon as possible in order to bring all existing employees to the minimum range of their grade and allow for proper advertising of vacancies.

Issue Before the Council:

Does Council wish to adopt the new pay plan as provided by CBIZ Human Capital Services and make the appropriate salary adjustments to place employees within the proposed pay plan?

Alternatives:

- Council can approve Ordinance 08-15 adopting the proposed pay plan.
- Council can decide to not approve Ordinance 08-15 and provide direction to staff.

Fiscal Impact:

The changes costing \$98,612.31 within the general fund, enterprise funds, and recreation funds are within the council policy on long-range planning and given today’s information will not adversely impact the fund balances and is sustainable. Implementation will provide an investment for our retention of staff providing a savings for the City on recruitment and the hiring process. The City has seen a large turn over in senior staff who were budgeted at the maximum rates and the cost for the implementation of the proposed pay plan will be covered by these salary savings. Fund balance will not be used to cover implementation but rather interdepartmental transfers will cover the increases.

Legal Opinion:

The City Attorney will be present for any comments.

Conclusion:

With the compensation analysis complete, the City now has up-to-date market information, benefit analysis, and a proposed pay plan. Implementation of the proposed pay plan will strengthen the City's efforts in accomplishing its goal of *becoming a first-choice employer that provides a professional and legally compliant work environment for employees and empowers them to provide the highest quality public service for our community.*

ATTACHMENTS:

Description	Type
 Ordinance 08-15	Ordinance
 Final Report	Backup Material
 Exhibit 1	Backup Material
 Exhibit 3	Backup Material
 Exhibit 4	Backup Material
 Exhibit 6	Backup Material
 Exhibit 7A	Backup Material
 Exhibit 7B	Backup Material

**ORDINANCE NO. 08-2015
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.5-2015 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 Grades by Position

Grade 14

106	Chief of Police
143	Public Works Director

Grade 13

122	Finance Director
123	Fire Chief
126	IT Director
138	Parks & Rec Director
139	Police Captain

Grade 12

104	Building Official
108	City Clerk
115	Engineering Supervisor
125	Human Resources/Risk Manager

Grade 11

158	Fleet Mechanic Supervisor
150	Parks Superintendent
142	Police Sergeant
151	Solid Waste Superintendent
159	Streets Superintendent
146	Utility Superintendant

155 Waste Water Supervisor

Grade 10

153 Collection/Distribution Supervisor
112 Community Activities Manager
116 Engineering Technician
130 Library Manager
173 Parks Supervisor
140 Police Corporal
132 Sewer Supervisor
152 Solid Waste Supervisor
160 Streets Supervisor
147 W/WW Plant Operator

Grade 9

101 Account Clerk 2
114 Deputy City Clerk/Courts
119 Exec Admin Assistant
120 Facility Manager
121 Finance Analyst
127 IT Technician
141 Police Officer

Grade 8

164 Community Service Officer
118 Equip Operator 2
124 Fleet Mechanic
172 Office Supervisor - Police
137 Office Supervisor - Public Works
144 Recreation Specialist 2

Grade 7

100 Account Clerk 1
117 Equip Operator 1
145 Recycling Coordinator
149 W/WW Technician 2

Grade 6

128 Librarian
134 Maintenance Worker 2
162 Records Clerk
148 W/WW Technician 1

Grade 5

174 Administrative Assistant - Parks & Recreation
102 Administrative Assistant - Public Works
133 Maintenance Worker 1
135 Maintenance Worker Part Time

Grade 4

131 Library Technician

Grade 3

113 Custodian

Grade 2

105 Cashier/CSR

Grade 1

129 Library Assistant

3. Pay Ranges by Grade***Salary Range***

<i>Grade</i>	<i>Minimum</i>	<i>Midpoint</i>	<i>Maximum</i>
1	\$18,720	\$21,996	\$25,272
2	\$20,124	\$23,646	\$27,167
3	\$21,633	\$25,419	\$29,205
4	\$23,256	\$27,326	\$31,395
5	\$25,000	\$29,375	\$33,750
6	\$26,927	\$32,312	\$37,698
7	\$29,620	\$35,544	\$41,468
8	\$33,322	\$39,987	\$46,651
9	\$37,488	\$44,985	\$52,483
10	\$41,313	\$50,608	\$59,904
11	\$46,477	\$56,934	\$67,391
12	\$53,448	\$65,474	\$77,500
13	\$60,236	\$75,295	\$90,355
14	\$72,284	\$90,355	\$108,425

Hourly Range

<i>Grade</i>	<i>Minimum</i>	<i>Midpoint</i>	<i>Maximum</i>
1	\$9.00	\$10.58	\$12.15
2	\$9.68	\$11.37	\$13.06
3	\$10.40	\$12.22	\$14.04
4	\$11.18	\$13.14	\$15.09
5	\$12.02	\$14.12	\$16.23
6	\$12.95	\$15.53	\$18.12
7	\$14.24	\$17.09	\$19.94
8	\$16.02	\$19.22	\$22.43
9	\$18.02	\$21.63	\$25.23

10	\$19.86	\$24.33	\$28.80
11	\$22.34	\$27.37	\$32.40
12	\$25.70	\$31.48	\$37.26
13	\$28.96	\$36.20	\$43.44
14	\$34.75	\$43.44	\$52.13

3. 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 grade 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 August 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 1st day of July 2015, and a public hearing hereon fixed for the 15th day of July, 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 15th day of July, 2015.

BY

Josef Lucero, Mayor

ATTEST:

Holly Martinez, City Clerk



Compensation & Benefits Study Results Report

Presented By:

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I. Executive Summary

CBIZ Human Capital Services (“CBIZ”) was engaged by the City of Alamosa, Colorado (“the City”) to conduct a comprehensive compensation study for its employees, including a review of current compensation practices, recommendations for a market-based compensation plan and a benefits analysis.

In order to assist the City in implementing a structure that considers both market and internal factors, CBIZ matched the City’s positions to positions in the market, developed new, open range salary structures and calculated the cost of incorporating the findings of the analysis into the City’s human resource policies and practices.

In addition to evaluating salaries, CBIZ conducted a benefits review to assess the competitiveness of the City’s benefits package. Various benefits offerings were included in the evaluation, including paid leave, health and welfare benefits and retirement benefits. Finally, CBIZ combined the results of the compensation and benefits analyses to compare the City’s total compensation package (i.e., salary plus benefits) to the market. CBIZ found that below market salaries are slightly offset by market-competitive benefits costs.

This report details CBIZ’s methodology, findings and recommendations in order to clearly document the comprehensive approach taken in analyzing and updating the City’s compensation plan.

II. Objectives and Scope of the Study

The objective of the compensation and benefits study is to provide the City with a plan that:

- Enhances the City's ability to attract, retain and motivate qualified individuals
- Establishes a structure that is flexible in order to meet changing needs
- Is well-aligned with the City's broader goals and strategies

The scope of the study includes:

- A competitive market review of base salary
- Development of a new salary structure
- Benchmarking of benefits costs and total compensation
- Reconciliation of actual compensation to market-competitive compensation
- Calculation of plan implementation costs
- Recommended compensation administration guidelines
- Overall program recommendations

III. Methodology

A. Definitions

Base Salary: the annual fixed rate that an individual is paid for performing a job.

Employee Benefits: Non-cash compensation provided to an employee. Some benefits are required by law (e.g., payroll taxes, unemployment compensation and workers compensation), while others may be provided at the discretion of an employer (e.g., medical care, life insurance, paid time off, retirement plans, etc.).

Total Compensation: the sum of base salary and employee benefits.

Data Points:

25th percentile: the value in an array that falls at the first quarter of the sampled data (75% or $\frac{3}{4}$ of the values in the sample are greater than the 25th percentile value).

50th percentile: the value in an array that falls in the middle or median of the sampled data (half of the values in the sample fall above this value and half fall below it). This is the data point to which the City has been compared.

75th percentile: the value in an array that falls at the third quarter of the sampled data (25% or $\frac{1}{4}$ of the values in the sample are greater than the 75th percentile value).

Compa-ratio: the employee's current salary divided by a market comparison point, which is usually the market 50th percentile or the midpoint of the salary range. An employee whose salary equals the 50th percentile of the market has a compa-ratio of 100%. A compa-ratio of less than 100% indicates that the employee's salary is less than the 50th percentile of the market, and a compa-ratio greater than 100% indicates that the employee's salary is greater than the 50th percentile of the market.

III. Methodology

B. Market Pricing

Competitive Market Analysis

Based on CBIZ's early discussions with the City, the median of the market has been used as the target benchmark level for employee pay.

According to a recent WorldatWork survey of market pricing practices, the vast majority of organizations (approximately 85%) utilize a compensation philosophy that strives to compensate employees at the median of the competitive labor market. Median pay is the point at which half of the employers pay more and half pay less.

Custom Survey

CBIZ conducted a custom survey to collect compensation and benefits data for select positions within municipalities and other comparable entities. The City identified entities to participate in the survey based on similarity in terms of services and geographic location; the survey was completed by the following the entities. In order to ensure relevant job matches by the comparable organizations, CBIZ used the City's job descriptions to draft job summaries for the survey.

- Alamosa County
- Alamosa School District
- City of Cañon City
- City of Craig
- City of Delta
- City of Española
- City of Fort Lupton
- City of Gunnison
- City of La Junta
- City of Lamar
- City of Monte Vista
- City of Montrose
- City of Trinidad
- Colorado State Patrol
- San Luis Valley Health
- Valley-Wide Health Systems

The custom survey data was supplemented, for positions where the survey results were insufficient, with market pay data that is representative of the City's location, industry and size and collected from a published survey database.

III. Methodology

Aging Data

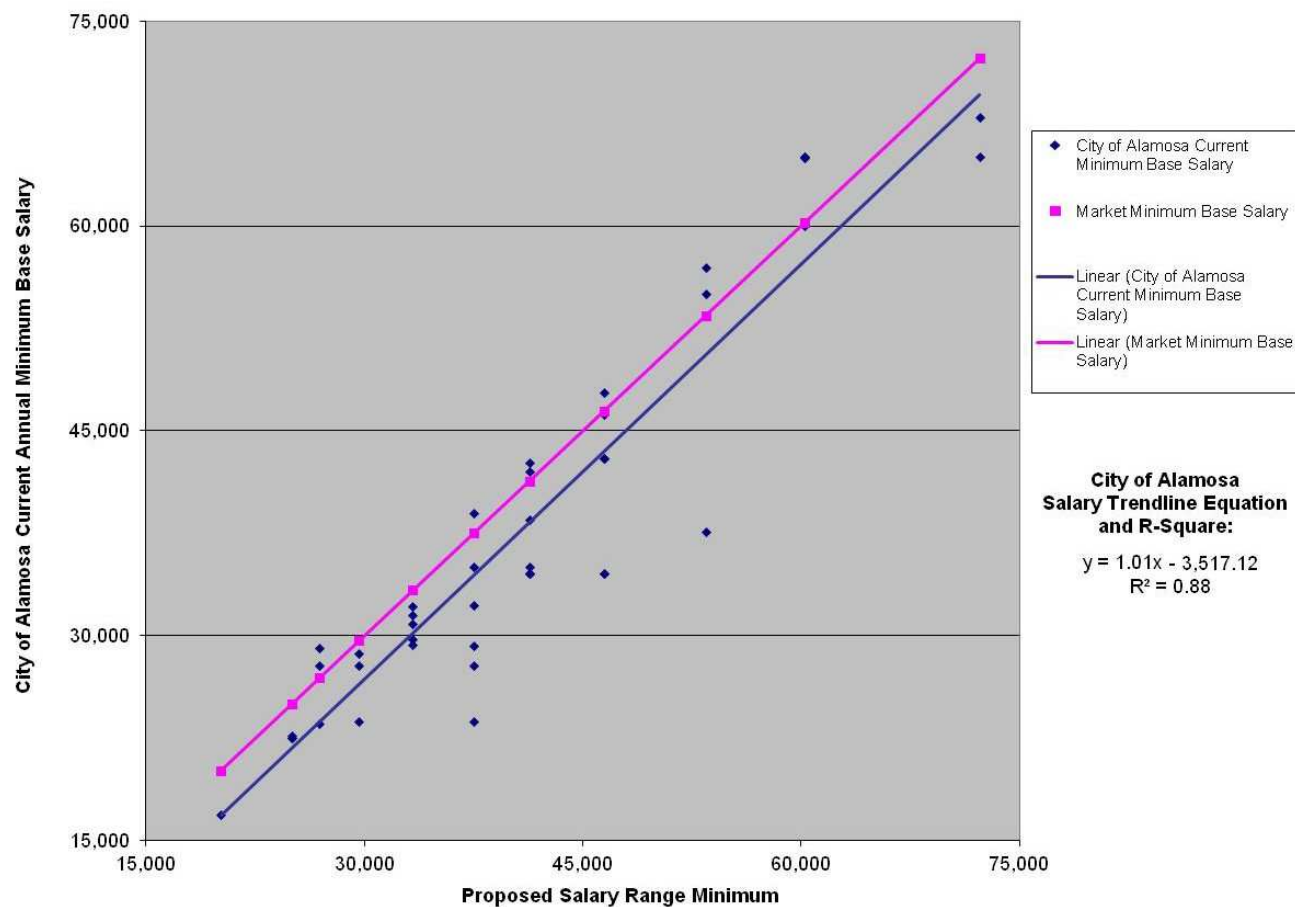
Survey data must be adjusted to account for market pay movement between the time of publication and when the data are to be used. For example, a survey may have been conducted to report salaries effective as of March 1, 2014. In order to market price the jobs at the City as of July 1, 2015, CBIZ had to age the survey data sixteen months. In addition, different surveys have different publication dates, and they must be aged to a common point in time. Put simply, aging the data provides up-to-date salary data and allows for an "apples to apples" comparison of survey data. All salary data were aged to reflect estimated market pay as of July 1, 2015. Data were aged using a factor of 2.5% which reflects the WorldatWork's (formerly American Compensation Association's) Salary Budget Survey reported value for projected pay movement.

IV. Compensation Study Results

A. Market Salary Analysis

Job-specific market data was collected for each of the City's benchmark positions, according to the methodology described in the previous section. The analysis included a review of base salary and reporting of market levels at the 25th, 50th and 75th percentiles. The market data is displayed in Exhibit 1.

Market data were also compared graphically to the City's existing compensation by position at the minimum pay level. The chart presented below, and also in Exhibit 2, reveals the trend line for minimum base salary.



IV. Compensation Study Results

B. Salary Structure Development

A critical element of the compensation plan is the salary structure. Salary structures ensure that each of the City's employees receives a salary that is reasonable given their assigned grade and corresponding salary range.

CBIZ developed a new, unique salary structure for the City. The new structure includes fewer ranges than the City has used currently in order to better align with market pay practices and organizational hierarchy. The purpose of salary structures are to provide a basis by which slot all jobs and allow for future growth.

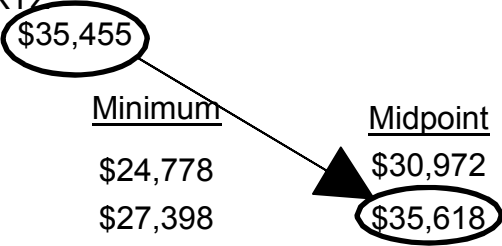
In the structure, shown in Exhibit 3, the salary grade midpoint is designed to approximate the market median for each job. CBIZ slotted each position into a grade in the structure based on the market 50th percentile identified for each benchmark job.

Example:

Job Title: Job XYZ

Market Median: \$35,455

<u>Salary Grade</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
1	\$24,778	\$30,972	\$37,166
2	\$27,398	\$35,618	\$43,837
3	\$31,508	\$40,960	\$50,413



The proposed grade assignment for each of the City's benchmark positions is reported in Exhibit 4.

IV. Compensation Study Results

C. Salary Analysis

Analysis was conducted to compare the market data (and corresponding salary ranges) to actual base salary at the City. Analysis conducted for all employees by grade, and by department for salaried employees and hourly employees, respectively. This comparison is best illustrated through the compa-ratio. The City's average compa-ratio is 85.9% of the midpoint of the market-competitive salary ranges.

The cost to implement the new structure would be \$98,612.31, or approximately 2.7% of total payroll (i.e., salaries). This is the cost to bring all employees to the minimum of their respective ranges.

Among the 113 employees (full-time and part-time) included in the scope of the study, there are 49 employees below the salary grade minimum and 2 above the maximum.

The placement of each employee within the applicable salary range in the salary structures is illustrated in Exhibit 6.

D. Benefits Analysis

Exhibit 7A outlines the results of the benefits analysis assessing the market-competitive benefit levels provided by similarly-situated organizations. CBIZ determined the market-competitive benefits value based on a combination of fixed dollar values and percentages of base salary.

For some benefits, namely medical and medically-related benefits, it is most accurate to utilize a fixed cost per employee as the cost incurred by the organization typically does not depend on the position held by the employee. For example, healthcare benefits provided to an executive and a secretary would be expected to cost the employer the same amount. Other benefits, including paid time off and retirement and savings, are most accurately represented as a percent of the incumbent's base salary.

CBIZ evaluated benefits exclusive to similar governmental entities as well as benefits among public and private sector comparable organizations. Among the comparable organizations, market-competitive medical and medically-related benefits are \$10,455 per employee and paid time off, retirement and savings benefits as well as other common benefits are approximately 25.1% of base salary.

IV. Compensation Study Results

Exhibit 7B presents a summary of the comparison of the City's benefits costs to market-competitive values. Preliminary estimates of the City's benefits costs suggest that the City's contributions to employee benefits are in accordance to the market average. CBIZ did not compare the quality of medically-related plans.

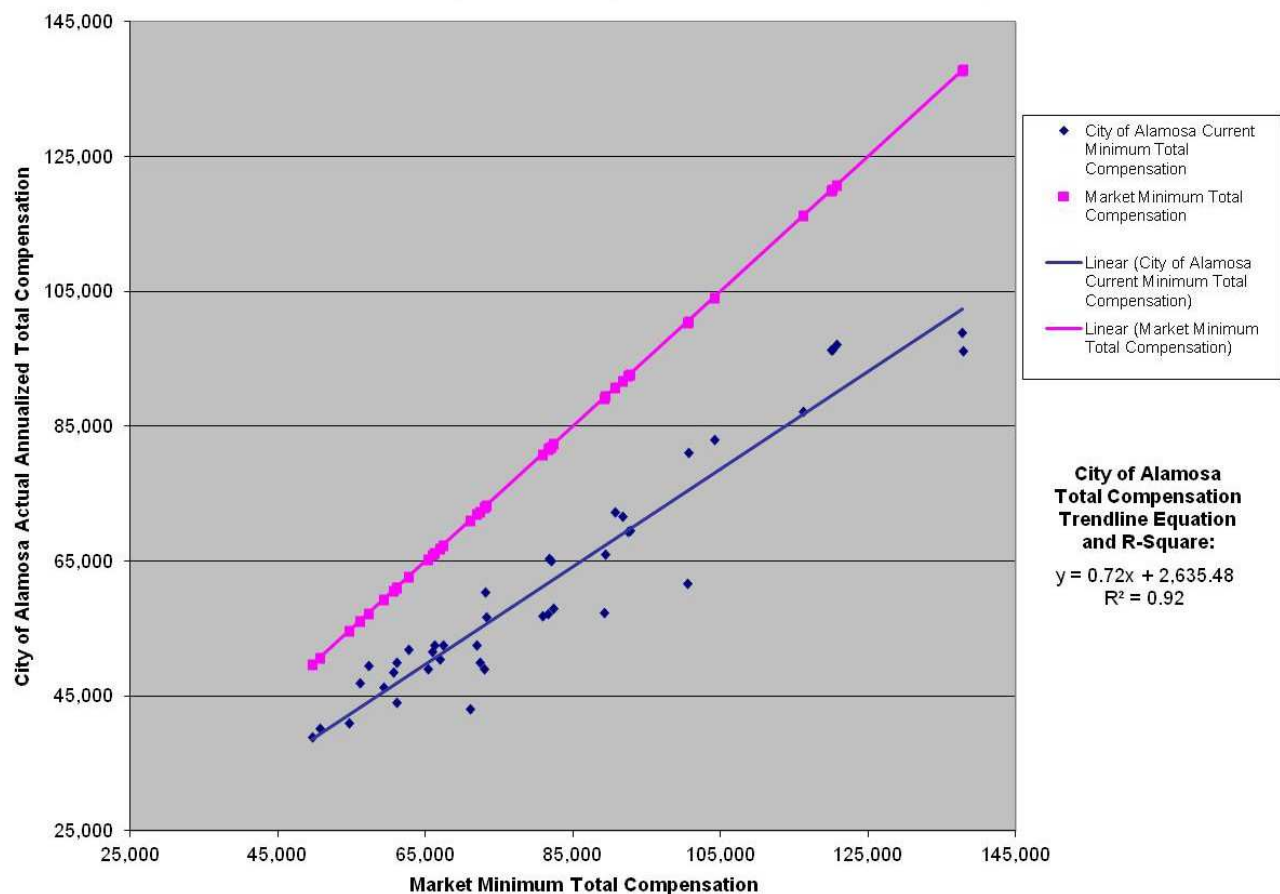
E. Total Compensation Analysis

A total compensation analysis was conducted, comparing actual total compensation (i.e., base salary plus benefits) to market pay levels. Actual benefits per employee were estimated using the methodology described in the Benefits Analysis section above: the average fixed dollar amount provided for medical and medically-related benefits was added to the sum of all other benefits, which were determined as a percentage of each employee's annualized base salary.

The results of the analysis indicate that the City's total compensation is just slightly below market, with an average compa-ratio of 94.7%. It is not surprising that the average total compensation compa-ratio is above that of base salary and below the benefits compa-ratio. As is true for base salaries, the average total compensation package at the City is below market-competitive levels.

IV. Compensation Study Results

The chart below, as well as Exhibit 9, displays the graphic comparison of current total compensation (i.e., minimum base salary level plus average benefits) and market total compensation (i.e., minimum of the proposed salary range plus average market benefits).



V. Summary of Findings

Findings

- The City's average base salary compa-ratio is 85.9% based on the existing structure; this indicates that on average base pay is approximately 14.1% below the median of the market.
- There are many reasons that an employee's pay should be above or below market median pay levels. New employees or poor performers should be paid below the market, while experienced employees with excellent performance should be paid well above the market.
- The total cost to implement the new structure would be approximately \$98,612.31. This is the cost to bring all employees to the minimum of their respective ranges.
- The benefits data contained in Exhibit 7A suggests that the City's employee health-related and retirement benefits are well-aligned with the market, while paid leave benefits are slightly below market.
- Comparing the City's actual total compensation to market levels, indicates that the City provides total compensation that is below market. The average compa-ratio is 94.7%.

VI. Recommendations

Recommendations

- Approve market-competitive salary ranges.
- Increase the compensation of all employees to the minimum of their respective salary ranges.
- Implementation of the compensation plan should occur uniformly across all positions. While different implementation scenarios may recognize budget constraints, partial or sporadic implementation can result in pay equity issues (e.g., inadvertently providing male-dominated jobs with recommended increases that are not simultaneously provided to female-dominated jobs, etc.).
- Freeze pay for employees above maximum of their respective grade. A lump sum may be paid in lieu of a base salary increase, but only if the payment is based on performance.
- Consider utilizing a merit matrix tool to reward performance, with consideration for employees' placement within their salary range. The merit matrix is an important tool in consistently and fairly rewarding employees in order to encourage superior performance.
- Update structures annually. In order to reduce the administrative burden associated with salary structure maintenance, CBIZ will provide update factors which will allow the City to update the recommended salary structures for five years after the study.
- Conduct a comprehensive market review every 3 to 5 years to ensure that the minimum, midpoint and maximum of the salary ranges remain market-competitive.
- Periodically assess benefits offerings to ensure that the employer cost is market-competitive and fiscally sound and that the benefits provided by the City are of value to the employees. Such an assessment may be performed through benefit cost analyses and employee surveys.

City of Alamosa, Colorado
Preliminary Compensation Study Results
Exhibit 1 - Market Summary
Data Effective July 1, 2015



Job Title	Market Annual Base Salary			Market Hourly Wage		
	25th	50th	75th	25th	50th	75th
City Manager	93,625	101,216	121,389	45.01	48.66	58.36
City Attorney	43,831	47,700	51,229	21.07	22.93	24.63
City Prosecutor	12,892	13,659	14,808	6.20	6.57	7.12
Public Works Director	72,148	88,571	93,819	34.69	42.58	45.11
Chief of Police	70,649	86,462	97,332	33.97	41.57	46.79
Police Captain	61,354	74,427	79,834	29.50	35.78	38.38
Parks & Rec Director	62,487	72,267	84,259	30.04	34.74	40.51
Utility Superintendant	56,853	67,810	73,526	27.33	32.60	35.35
Engineering Supervisor	65,050	66,963	69,797	31.27	32.19	33.56
Solid Waste Superintendent	62,217	66,921	73,246	29.91	32.17	35.21
Finance Director	61,188	66,716	92,901	29.42	32.08	44.66
Streets Superintendent	61,652	64,271	72,127	29.64	30.90	34.68
Human Resources/Risk Manager	52,403	63,900	76,650	25.19	30.72	36.85
Parks Superintendent	59,310	62,894	66,376	28.51	30.24	31.91
IT Director	55,139	62,672	71,715	26.51	30.13	34.48
City Clerk	55,564	61,664	68,579	26.71	29.65	32.97
Fire Chief	29,669	30,832	31,155	14.26	14.82	14.98
Building Official	50,334	61,640	68,042	24.20	29.63	32.71
Parks Supervisor	53,379	56,605	59,738	25.66	27.21	28.72
Fleet Mechanic Supervisor	47,096	55,730	65,515	22.64	26.79	31.50
Waste Water Supervisor	50,361	55,095	61,705	24.21	26.49	29.67
Streets Supervisor	46,588	54,757	56,798	22.40	26.33	27.31
Police Sergeant	47,137	54,168	62,780	22.66	26.04	30.18
Collection/Distribution Supervisor	49,948	53,543	58,606	24.01	25.74	28.18
Sewer Supervisor	42,702	52,385	55,087	20.53	25.19	26.48
Facility Manager	45,654	51,187	56,938	21.95	24.61	27.37
GIS Analyst	40,142	49,226	50,653	19.30	23.67	24.35
W/WW Plant Operator	46,867	49,022	52,026	22.53	23.57	25.01
Police Corporal	46,006	48,695	50,597	22.12	23.41	24.33
Community Activities Manager	40,938	48,662	51,088	19.68	23.40	24.56
Finance Analyst	43,973	46,919	51,179	21.14	22.56	24.61
Deputy City Clerk/Courts	41,673	46,248	51,434	20.03	22.23	24.73
Solid Waste Supervisor	42,771	45,803	50,096	20.56	22.02	24.08
Exec Admin Assistant	38,551	45,719	46,975	18.53	21.98	22.58
Account Clerk 2	44,214	45,597	50,319	21.26	21.92	24.19
Library Manager	35,252	45,200	52,965	16.95	21.73	25.46
Office Supervisor - Police	39,128	41,092	52,373	18.81	19.76	25.18
Recreation Specialist 2	35,546	40,318	43,034	17.09	19.38	20.69
IT Technician	36,846	39,969	47,268	17.71	19.22	22.72
Police Officer	36,074	39,700	47,767	17.34	19.09	22.97
Fleet Mechanic	34,863	39,501	43,894	16.76	18.99	21.10
Equip Operator 2	31,760	38,212	42,641	15.27	18.37	20.50
Office Supervisor - Public Works	39,128	41,092	52,373	18.81	19.76	25.18
Recycling Coordinator	34,484	37,425	41,248	16.58	17.99	19.83
W/WW Technician 2	34,226	36,717	39,986	16.45	17.65	19.22
Equip Operator 1	26,770	35,829	36,508	12.87	17.23	17.55
Community Service Officer	32,467	35,730	42,991	15.61	17.18	20.67
Account Clerk 1	32,244	34,159	37,879	15.50	16.42	18.21
W/WW Technician 1	27,328	33,604	36,083	13.14	16.16	17.35
Maintenance Worker 2	31,699	33,528	39,093	15.24	16.12	18.79
Librarian	30,829	33,346	36,596	14.82	16.03	17.59
Maintenance Worker Part Time	25,448	30,105	33,483	12.23	14.47	16.10
Maintenance Worker 1	25,448	30,105	33,483	12.23	14.47	16.10
Administrative Assistant - P&R	27,260	29,366	32,164	13.11	14.12	15.46
Administrative Assistant - PW	27,260	29,366	32,164	13.11	14.12	15.46
Records Clerk	25,558	27,272	29,662	12.29	13.11	14.26
Library Technician	25,122	27,116	32,132	12.08	13.04	15.45

City of Alamosa, Colorado
Preliminary Compensation Study Results
Exhibit 1 - Market Summary
Data Effective July 1, 2015



Job Title	Market Annual Base Salary			Market Hourly Wage		
	25th	50th	75th	25th	50th	75th
Custodian	21,896	25,289	31,167	10.53	12.16	14.98
Cashier/CSR	21,580	23,017	25,408	10.38	11.07	12.22
Library Assistant	17,721	18,715	23,852	8.52	9.00	11.47
Fire Engineer		Nonbenchmark			Nonbenchmark	
Fire Lieutenant		Nonbenchmark			Nonbenchmark	
Fire Captain		Nonbenchmark			Nonbenchmark	
Assistant Fire Chief		Nonbenchmark			Nonbenchmark	
Firefighter		Nonbenchmark			Nonbenchmark	
Sports Official		Nonbenchmark			Nonbenchmark	

City of Alamosa, Colorado
Preliminary Compensation Study Results
Exhibit 3 - Proposed Salary Ranges
Data Effective July 1, 2015



<i>Grade</i>	<i>Salary Range</i>			<i>Range Spread</i>	<i>Midpoint Differential</i>
	<i>Minimum</i>	<i>Midpoint</i>	<i>Maximum</i>		
1	\$18,720	\$21,996	\$25,272	35%	
2	\$20,124	\$23,646	\$27,167	35%	7.5%
3	\$21,633	\$25,419	\$29,205	35%	7.5%
4	\$23,256	\$27,326	\$31,395	35%	7.5%
5	\$25,000	\$29,375	\$33,750	35%	7.5%
6	\$26,927	\$32,312	\$37,698	40%	10.0%
7	\$29,620	\$35,544	\$41,468	40%	10.0%
8	\$33,322	\$39,987	\$46,651	40%	12.5%
9	\$37,488	\$44,985	\$52,483	40%	12.5%
10	\$41,313	\$50,608	\$59,904	45%	12.5%
11	\$46,477	\$56,934	\$67,391	45%	12.5%
12	\$53,448	\$65,474	\$77,500	45%	15.0%
13	\$60,236	\$75,295	\$90,355	50%	15.0%
14	\$72,284	\$90,355	\$108,425	50%	20.0%

City of Alamosa, Colorado
Preliminary Compensation Study Results
Exhibit 3 - Proposed Salary Ranges
Data Effective July 1, 2015



Grade	<i>Hourly Range</i>		
	<i>Minimum</i>	<i>Midpoint</i>	<i>Maximum</i>
1	\$9.00	\$10.58	\$12.15
2	\$9.68	\$11.37	\$13.06
3	\$10.40	\$12.22	\$14.04
4	\$11.18	\$13.14	\$15.09
5	\$12.02	\$14.12	\$16.23
6	\$12.95	\$15.53	\$18.12
7	\$14.24	\$17.09	\$19.94
8	\$16.02	\$19.22	\$22.43
9	\$18.02	\$21.63	\$25.23
10	\$19.86	\$24.33	\$28.80
11	\$22.34	\$27.37	\$32.40
12	\$25.70	\$31.48	\$37.26
13	\$28.96	\$36.20	\$43.44
14	\$34.75	\$43.44	\$52.13

City of Alamosa, Colorado
Preliminary Compensation Study Results
Exhibit 4 - Job List by Grade With Current Ranges & Implementation Costs
Data Effective July 1, 2015



Proposed Grade	Job Title	Minimum	Salary Range Midpoint	Maximum	Implementation Costs
Grade 14		72,284	90,355	108,425	
		34.75	43.44	52.13	
	Chief of Police (\$68,000-\$89,000)				
	City Attorney (contract)				
	Public Works Director (\$65,100-\$82,000)				
Grade 13		60,236	75,295	90,355	
		28.96	36.20	43.44	
	City Prosecutor (contract)				
	Finance Director (\$65,100-\$82,000)				
	Fire Chief (\$47,200-\$60,000 full-time)				\$3,273
	IT Director (\$65,000-\$82,000)				
	Parks & Rec Director (\$65,100-\$80,000)				
	Police Captain (\$60,000-\$72,000)				\$236
Grade 12		53,448	65,474	77,500	
		25.70	31.48	37.26	
	Building Official (\$37,600-\$52,000)				\$3,901
	City Clerk (\$50,000-\$72,000)				\$3,448
	Human Resources/Risk Manager (\$45,000-\$65,000)				\$5,448
	Utility Superintendant (\$55,000-\$66,000)				
Grade 11		46,477	56,934	67,391	
		22.34	27.37	32.40	
	Engineering Supervisor (\$46,200-\$61,800)				
	Fleet Mechanic Supervisor (\$31,512-\$48,048)				\$1,424
	GIS Analyst (\$34,528-\$48,048)				
	Parks Superintendent (\$43,000-\$58,000)				
	Police Sergeant (\$47,840-\$57,824)				
	Solid Waste Superintendent (\$43,000-\$58,000)				\$636

Streets Superintendent (\$43,000-\$58,000)

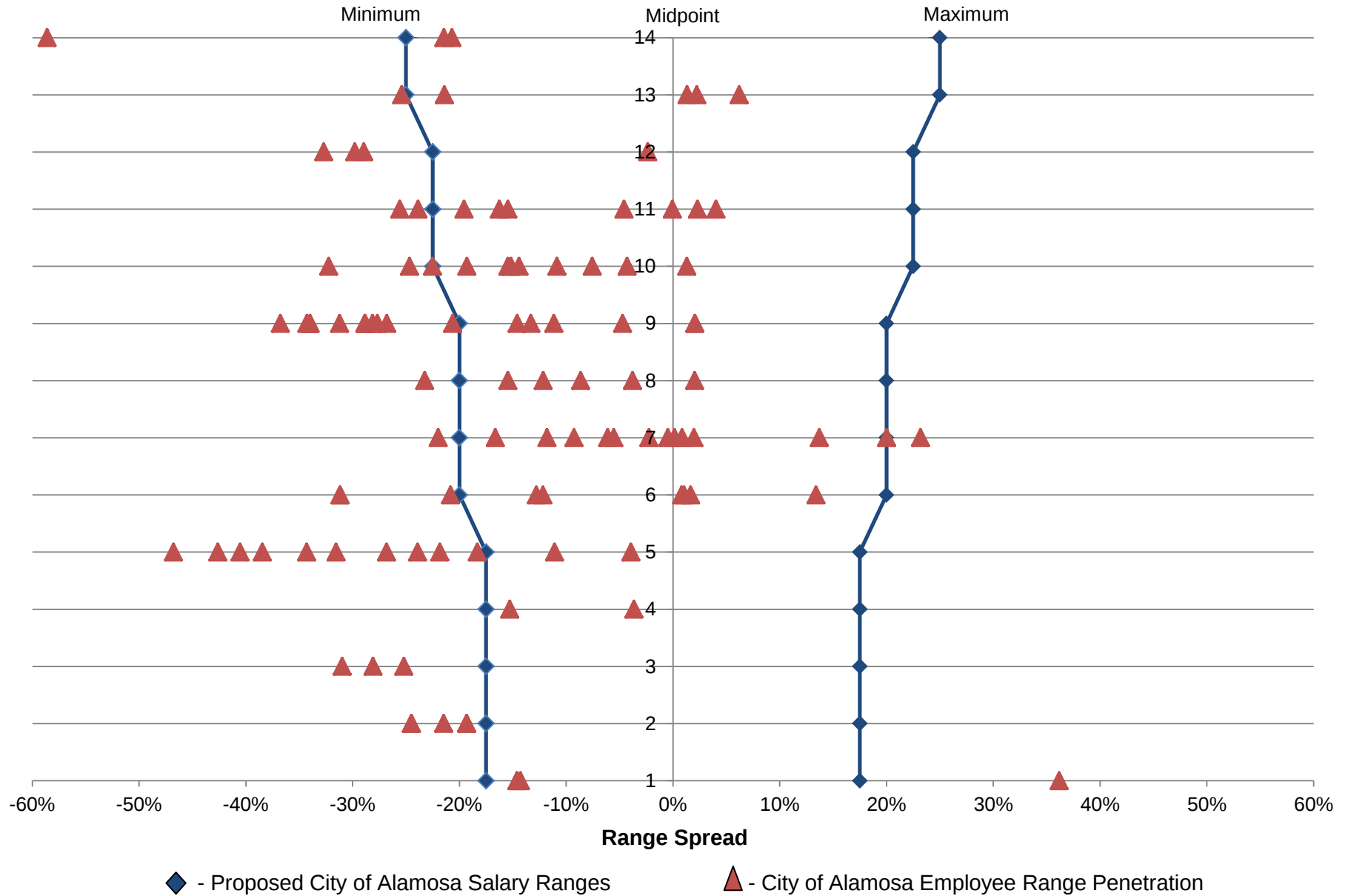
Grade 10	41,313	50,608	59,904	
	19.86	24.33	28.80	
Collection/Distribution Supervisor (\$34,528-\$50,960)				
Community Activities Manager (\$42,000-\$58,000)				
Library Manager (\$35,000-\$47,500)				\$8
Parks Supervisor (\$34,528-\$50,960)				
Police Corporal (\$42,640-\$49,920)				
Solid Waste Supervisor (\$34,528-\$50,960)				\$2,791
Streets Supervisor (\$34,528-\$50,960)				\$898
W/WW Plant Operator (\$38,480-\$58,760)				
Grade 9	37,488	44,985	52,483	
	18.02	21.63	25.23	
Account Clerk 2 (\$30,888-\$40,456)				
Deputy City Clerk/Courts (\$29,224-\$43,160)				\$6,288
Exec Admin Assistant (\$27,768-\$37,024)				
Facility Manager (\$35,000-\$47,500)				
Finance Analyst (\$39,000-\$50,000)				
IT Technician (\$23,712-\$40,456)				\$5,352
Police Officer (\$32,240-\$45,760)				\$40,842
Grade 8	33,322	39,987	46,651	
	16.02	19.22	22.43	
Community Service Officer (\$28,600-\$37,024)				
Equipment Operator 2 (\$32,136-\$42,640)				
Fleet Mechanic (\$31,512-\$48,048)				
Office Supervisor (\$29,744-\$43,160)				\$42
Recreation Specialist 2 (\$29,328-\$39,000)				
Grade 7	29,620	35,544	41,468	
	14.24	17.09	19.94	
Account Clerk 1 (\$23,712-\$33,800)				
Equipment Operator 1 (\$28,704-\$38,272)				
Recycling Coordinator (\$27,768-\$36,088)				
W/WW Technician 2 (\$29,640-\$41,496)				
Grade 6	26,927	32,312	37,698	
	12.95	15.53	18.12	

Librarian (\$29,120-\$38,584)				
Maintenance Worker 2 (\$27,768-\$36,088)				
Records Clerk (\$22,464-\$30,056)				\$565
W/WV Technician 1 (\$23,504-\$32,760)				\$6,591
Grade 5	25,000	29,375	33,750	
	12.02	14.12	16.23	
Administrative Assistant (\$22,464-\$30,056)				\$3,514
Maintenance Worker 1 (\$22,672-\$29,120)				\$3,915
Maintenance Worker Part Time (\$8.23-\$14.00)				
Grade 4	23,256	27,326	31,395	
	11.18	13.14	15.09	
Library Technician (\$9.00-\$15.00)				
Grade 3	21,633	25,419	29,205	
	10.40	12.22	14.04	
Custodian (\$8.23-\$13.00)				
Grade 2	20,124	23,646	27,167	
	9.68	11.37	13.06	
Cashier/CSR (\$8.23-\$13.35)				
Grade 1	18,720	21,996	25,272	
	9.00	10.58	12.15	
Library Assistant (\$8.23-\$12.75)				
Total:				\$89,172

Nonbenchmark

Assistant Fire Chief
 Fire Captain
 Fire Engineer
 Fire Lieutenant
 Firefighter
 Sports Official
 Recreation Instructor

Exhibit 6: City of Alamosa, Colorado Employee Placement within the Proposed Salary Ranges



City of Alamosa, Colorado
Preliminary Compensation Study Results
Exhibit 7A - Benefits Analysis Data
Data Effective July 1, 2015



Benefits	Average Market Data		Actual City of Alamosa Benefits			
	Average Annual Dollars/EE	Percent of Payroll	Average Annual Dollars/EE	Percent of Payroll	Average Annual Dollars/EE	Percent of Payroll
Payments for Time Not Worked	7,598	14.38%	5,722	13.33%	100.91%	92.64%
Payments for Holidays	2,052	3.88%	1,551	3.61%		
Paid Time Off	0	0.00%	0	0.00%		
Payments for Vacations	2,864	5.42%	1,959	4.56%		
Sick Leave Pay	2,113	4.00%	1,553	3.62%		
Family and Medical Leave Pay	0	0.00%	0	0.00%		
Other	569	1.08%	659	1.54%		
Medical and Medically-Related Payments	10,455	19.79%	10,550	24.57%		
STD, Sickness or Accident Insurance	0	0.00%	0	0.00%		
LTD or Wage Continuation	88	0.17%	0	0.00%		
Medical Insurance Premiums	10,191	19.30%	9,026	21.02%	127.26%	0.00%
Dental Insurance Premiums	0	0.00%	1,200	2.79%		
Vision Care	0	0.00%	185	0.43%		
Retiree Medical Insurance Premiums	0	0.00%	0	0.00%		
Life Insurance and Death	176	0.33%	120	0.28%		
Prescription Drug Coverage	0	0.00%	0	0.00%		
Administration Costs	0	0.00%	0	0.00%		
Other (EAP, Other Emp Welfare)	0	0.00%	20	0.05%		
Retirement and Savings	8,659	10.75%	4,993	13.68%		
401(K) and Similar	1,749	3.05%	0	0.00%		
Defined Benefit Pension Plan	6,911	7.70%	4,993	13.68%		
Cash Balance or Other Hybrid Plan	0	0.00%	0	0.00%		
Administration Costs	0	0.00%	0	0.00%		
Profit-Sharing	0	0.00%	0	0.00%		
Stock Bonus/ESOP	0	0.00%	0	0.00%		
Other	0	0.00%	0	0.00%		
Miscellaneous Benefit Pay	0	0.00%	70	0.16%		
Dependent Care	0	0.00%	0	0.00%		
Employee Tuition Reimbursement	0	0.00%	70	0.16%		
Employee Relocation Reimbursement	0	0.00%	0	0.00%		
Other	0	0.00%	0	0.00%		
Total	\$26,712	44.93%	\$21,336	51.74%		

City of Alamosa, Colorado
Preliminary Compensation Study Results
Exhibit 7B - Benefits Analysis
Data Effective July 1, 2015



Total market-competitive benefits*	\$1,806,047
Benefits overall compa-ratio (total actual contributions/market)	104.6%
City benefit contributions dollars below market average	\$82,377

* For medical and medically-related benefits, it is most accurate to utilize a fixed cost per employee to estimate the cost incurred by the organization. The fixed dollar cost per employee when multiplied by the number of full-time employees resulted in a cost of \$888,673. For other benefits, including federally required payments, paid time off and retirement and savings, a percent of the incumbent's base salary is the most appropriate metric. The percentage of payroll for these benefits when multiplied by total payroll resulted in a cost of \$888,206.

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Motion approving the property swap between the City of Alamosa and Oscar and Delores Orozco and authorizing the Mayor to sign deeds and other necessary documents pertaining to property located on the north side of 6th Street between State Avenue and Hunt Avenue.

Recommended Action:

Staff recommends that City Council approve the motion authorizing the swap of land with Mr. and Mrs. Orozco located on the north side of 6th Street between State Avenue and Hunt Avenue.

Background:

During an executive session, Council provided direction to negotiators for the purchase of property located on 6th Street owned by Mr. and Mrs. Orozco. Since that time, staff has had many conversations with the property owners about different options related to the property. At this point in time, Mr. and Mrs. Orozco remain steadfast in their desire to preserve the same amount of parking they currently have. However, they do not care if that parking is located at its current location or if it is shifted to the east. They are agreeable to swapping their private property for an equal amount of City-owned property adjacent to the Food Bank on 6th Street. This would simply be a property swap and does not involve money.

Staff feels that at this point in time, this is the best alternative that will provide contiguous City ownership with the Pink Elephant property and preserves the Orozco's interest in parking.

Issue Before the Council:

Does Council wish to swap property with Mr. and Mrs. Orozco in order to create contiguous property with the Pink Elephant project?

Alternatives:

- Council can approve the motion authorizing the property swap.
- Council can deny the motion and request the executive session properly noticed on the agenda to provide further direction to negotiators.

Fiscal Impact:

The property swap does not have any fiscal impact beyond the filing of the proper paperwork.

Legal Opinion:

The City Attorney will be present for any comments.

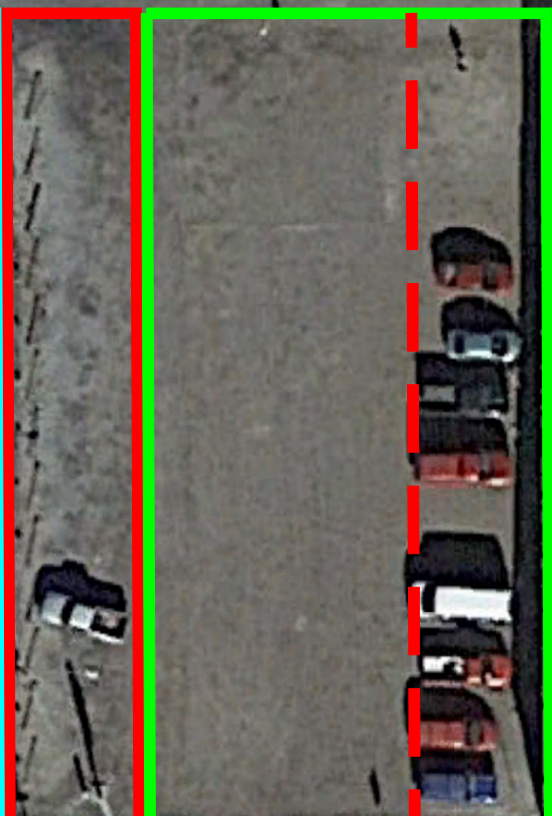
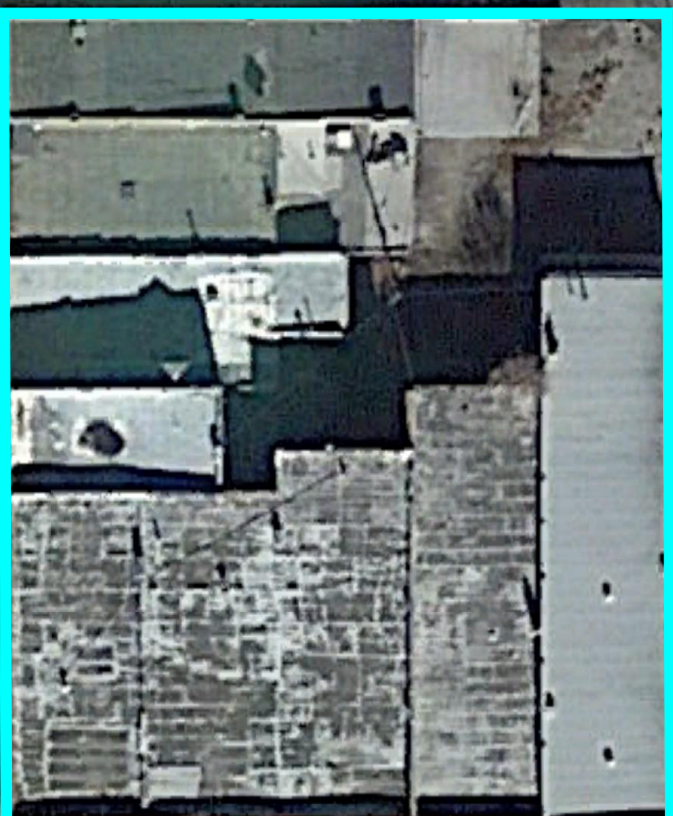
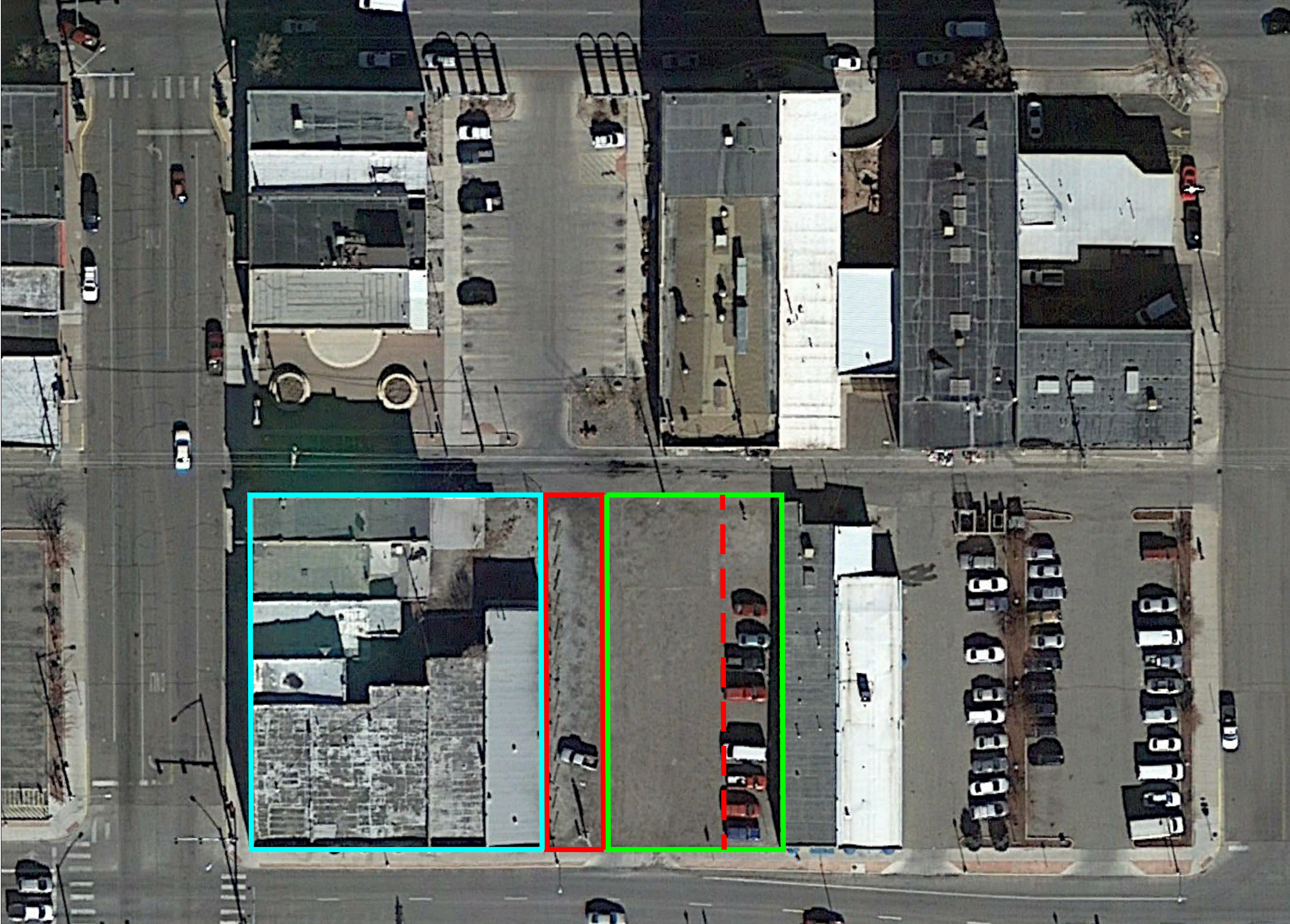
Conclusion:

The negotiations with Mr. and Mrs. Orozco have been lengthy and the proposed property swap protects the property owner's interest in parking while providing City-owned property contiguous to the Pink Elephant.

ATTACHMENTS:

Description
Property View

Type
Exhibit



ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

First Reading, Ordinance No. 10-2015, An Ordinance Amending Article IV of Chapter 16 of the *Alamosa Code of Ordinances*, Adding a New Section 16-84, to Prohibit Human Burial Within the City of Alamosa Other Than in Cemeteries

Recommended Action:

Pass ordinance on first reading and set for public hearing on July 15, 2015.

Background:

State law regulates the burial of dead human bodies through the requirement to record information concerning all such burials, but does not limit the locations in which dead human bodies may be buried (see C.R.S. § 25-2-111). The City of Alamosa has established and maintains a municipal cemetery, and other properly permitted cemeteries exist both within and outside the city of Alamosa. Therefore, it is appropriate that dead human bodies be buried in properly established cemeteries both for the preservation of public health and the dignity of the citizens of Alamosa.

Issue Before the Council:

Does Council wish to prohibit the burial of dead human bodies within the city except in established cemeteries?

Alternatives:

- 1) Adopt the ordinance on first reading as written, and set for public hearing.
- 2) Adopt the ordinance on first reading with amendments and set for public hearing.
- 3) Decline to adopt the ordinance.

Fiscal Impact:

None

Legal Opinion:

City attorney will be available for comment.

Conclusion:

Staff is not aware that this is currently a problem, but other communities have experienced so-called "green burials", with residents burying bodies on their private properties located within city-limits. This is allowable under state law. It does not seem desirable from a law enforcement perspective (what happens when a new owner discovers remains), from a public health perspective (proper burial is difficult to regulate) and from a respect for the dead perspective. This ordinance would prohibit burials anywhere other than in established cemeteries.

ATTACHMENTS:

Description	Type
❑ Private Burial Ban Ordinance	Ordinance

ORDINANCE NO. 10-2015

AN ORDINANCE AMENDING ARTICLE IV OF CHAPTER 16 OF THE ALAMOSA CODE OF ORDINANCES, ADDING A NEW SECTION 16-84, TO PROHIBIT HUMAN BURIAL WITHIN THE CITY OF ALAMOSA OTHER THAN IN CEMETERIES

WHEREAS, State law regulates the burial of dead human bodies through the requirement to record information concerning all such burials, but does not limit the locations in which dead human bodies may be buried (see C.R.S. § 25-2-111); and

WHEREAS, the City of Alamosa has established and maintains a municipal cemetery, and other properly permitted cemeteries exist both within and without the City of Alamosa; and

WHEREAS, it is appropriate that dead human bodies be buried in properly established cemeteries both for the preservation of public health and the dignity of the citizens of Alamosa;

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

Section 1. Amendment of Article IV of Chapter 16 of the *Alamosa Code of Ordinances*: A new Section 16-84 is added to Article IV of Chapter 16 of the *Alamosa Code of Ordinances* to read as follows:

16-84: Burial of Dead Human Bodies Limited to Cemeteries. Dead human bodies, defined as lifeless human bodies or parts of bodies or bones thereof from the state of which it reasonably may be concluded that death recently occurred, may not be buried on any property within the City of Alamosa other than property validly permitted and operated as a cemetery. It is unlawful for any person, whether as owner, tenant, licensee, permittee, occupant of any property within the City of Alamosa to bury or to permit the burial of dead human bodies anywhere other than in a cemetery validly permitted and operating. Nothing about this section prohibits the burial of properly cremated human remains on property within the City of Alamosa.

Section 2. General Repealer

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

Section 3. 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 4. 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 5. 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 1st day of July, 2015 and a public hearing hereon fixed for the 15th day of July, 2015, at 7:00 p.m., or as soon thereafter as the matter may be heard.

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

CITY OF ALAMOSA

By _____
Josef Lucero, Mayor

ATTEST:

Holly Martinez, City Clerk