

ALAMOSA CITY COUNCIL

Special Meeting Minutes

Council Chambers
300 Hunt Avenue, Alamosa, CO
June 27, 2018

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 - Work Session

- **Outside Funding Presentations**

Special Meeting - 7:00 PM

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

II. ROLL CALL

Present at roll call: Mayor Ty Coleman, Councilors Jan Vigil, Kristina Daniel, Charles Griego, Liz Hensley, Michael Carson, and David Broyles. Also present: City Manager Heather Brooks, City Attorney Erich Schwiesow, and City Clerk Holly Martinez.

III. AGENDA APPROVAL

Councilor Griego moved, seconded by Councilor Daniel moved to approve the agenda as approved. 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 John Reesor, Outdoor Recreation Specialist

Andy Rice, Parks and Rec Director, introduced John Reesor, 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.

Councilor Vigil moved, seconded by Councilor Daniel to approve the Consent Calendar A as presented. The motion carried unanimously.

C.7.a. Approve Minutes of Special Meeting May 23, 2018

C.7.b. Approve Minutes of Meeting June 6, 2018

C.7.c. Approve Minutes of Special Meeting June 13, 2018

C.8.a. Receive May 2018 Monthly Reports

C.9.a. Motion to accept a sub-lease agreement for the Cattails Golf Club Restaurant

VII. REGULAR BUSINESS

B. Business Brought Forward by City Staff

1. Public Works

- a. First Reading, Ordinance No. 20-2018, an ordinance amending Chapter 21 of *The Code of Ordinances of The City of Alamosa* to clarify provisions related to wireless telecommunications facilities and to adjust limitations on multiple use wireless communications facilities.

Counselor Schwiesow presented information to Council.

Councilor Griego moved, seconded by Councilor Vigil to approve Ordinance No. 20-2018 on first reading and set for a public hearing on Wednesday, July 18, 2018 at 7:00 p.m. or as soon thereafter as the matter may be heard. The motion carried unanimously.

- b. Alamosa Water Treatment Plant (WTP) and Wastewater Treatment Plant (WWTP) control hardware and software replacement.

Mark Wright, Public Works Director, presented information to Council.

Councilor Vigil moved, seconded by Councilor Carson to authorize an additional \$79,000 in the enterprise budget to replace control hardware and software in the WTP & WWTP. The motion carried unanimously.

- c. Public Hearing on Resolution No. 12-2018, finding of Eligibility for annexation of the Airport Tract of land located in the Northwest Quarter of Section 22, Township 37 North, Range 10 East of the New Mexico Principal Meridian, Alamosa County, Colorado.

Dan Vaughn reviewed this ordinance with Council.

Mayor Coleman opened the public hearing at 7:26 p.m. and asked for those wishing to speak on this resolution.

Donna Wehe thanked the City in cooperating with the County and spoke in support of this resolution.

There being no one else wishing to speak on this issue, the hearing closed at 7:27 p.m.

Councilor Vigil moved, seconded by Councilor Griego to adopt Resolution No. 12-2018. The motion carried unanimously.

2. Parks and Recreation

- a. Motion to name the Lee Field Playground "Peyton's *Play Ball!* Park."

Andy Rice, Parks and Recreation Director, presented information to Council.

Councilor Carson moved, seconded by Councilor Vigil to re-name the Lee Field playground to "Peyton's *Play Ball!* Park." The motion carried unanimously.

3. City Manager/Legal

- a. Second Reading and Public Hearing, Ordinance No. 17-2018, an ordinance amending section 3-5 of the *Code of Ordinances of The City of Alamosa* to re-establish limitations on keeping of rabbits and poultry in residential and campus zones

Counselor Schwiesow reviewed this ordinance with Council.

Mayor Coleman opened the public hearing at 7:39 p.m. and asked for those wishing to speak on this ordinance.

There being no one wishing to speak, the hearing closed at 7:39 p.m.

Councilor Vigil moved, seconded by Councilor Daniel to finally adopt Ordinance No. 17-2018. The motion carried unanimously.

- b. First Reading, Ordinance No. 21-2018, An Ordinance amending Section 21-4-702(A) and -702(B) of the Code Of Ordinances of the City of Alamosa to allow greater scope for placement of signs In certain traditional public property locations and to change the limitations on placement of signs on vacant land

Heather Brooks provided information to Council.

Councilor Griego moved, seconded by Councilor Daniel to approve Ordinance No. 21-2018 on first reading and to set for a public hearing on Wednesday, July 18, 2018 at 7:00 p.m. or as soon thereafter as the matter may be heard. The motion carried unanimously.

C. Committee Reports

Councilor Vigil reported on the School Board meeting he attended. He also reported on the Rio Grande Farm Park meeting he attended.

Councilor Carson reported on the COG meeting he attended.

D. Staff Announcements

Heather Brooks updated Council on the following information:

- There will not be a fireworks show on the 4th of July due to the dry conditions but there will still be a show later on that may go along with another activity but the City and SLV Federal Bank will work together to confirm the date.
- There will still be 4th of July events such as the parade and the Kiwanis Pancake Breakfast.
- There is a ban on fireworks in the City.

Councilor Vigil asked how regulation would be done and Chief Oakes clarified how the police department would handle enforcement.

Ms. Brooks also reminded Council of the following:

- Budget meetings are starting within each departments to bring the budget before Council soon.
- The CDBG grant is getting closed out.
- The Colorado Health Foundation grants and support that is happening within

the City.

- KaBoom! Build day is on Saturday, June 30th at 8:00 a.m.
- July 11th is a work session for the Audit and the CIP.

VIII. LOCAL LIQUOR LICENSING AUTHORITY ACTIONS

- A. Renew Liquor License for Sodexo and approve designation of Campus Liquor Complex License

Holly Martinez reviewed this renewal and change for Sodexo with Council.

Councilor Vigil moved, seconded by Councilor Carson to approve the renewal application and designation of the H & R license application for Sodexo (Student Union Building) to Campus Liquor Complex License with Related Facilities. The motion carried unanimously.

COUNCIL COMMENT

Colorado Municipal League Report Out

Heather Brooks introduced the topic for Council to take the opportunity to talk about anything related to the CML Annual Conference.

Councilor Griego spoke in regards to the meeting that Council had with Xcel Energy at the CML Conference. He also addressed the changes in the liquor laws that are coming up.

Councilor Daniel spoke in regards to the legislative updates and that there will be a municipal representative on the Criminal Justice Coordinating Committee for the State and is valuable and necessary that they have a say in who attends. She also stated she went to a lot of broadband sessions and also provided information on the history of females in the state legislature provided at the Women in Government breakfast. Councilor Daniel also let everyone know that community corrections clients cleaned up Ross Street and picked up over 20 bags of trash; she also apologized for being unable to attend the community meetings tomorrow but will be at the KaBoom! build on Saturday.

Councilor Hensley stated that she learned a lot from the conference and it's also about networking. She also encouraged Council to bring people with them to the KaBoom! build on Saturday.

Councilor Broyles stated he supports KaBoom! but will be unable to attend as he will be out of town. He also stated that he's been working with the food bank and intends to donate time every week to see how the food bank operates.

Heather Brooks stated that there was good Council and staff attendance at the conference and a lot of different discussions were able to be covered and there is always something that we come back with. Last year it was with the LEAD program and

this year, there are some different grants and funding opportunities that are going to be available. There are also references to best practices and changes in the law that the City can look at to be compliant.

Mayor Coleman expressed how he was impressed with everyone representing the City at the CML Conference. He was also impressed with the awards ceremony and them recognizing a neighboring town, La Jara and it being good to see the Valley represented. He was also impressed with how Alamosa seems to have a good handle on issues that other cities are dealing with as well.

Mayor Coleman stated the following comments not related to the CML Conference:

- Thanked the Honeycutt family for the Alamosa Round-Up Rodeo for the events they put on.
- The car show that was put on at the Parks and Rec for a fundraiser to buy skates for the Parks and Rec.
- Woody's Q Shack is opening at the golf course and encouraged people to go there.
- Attended an open house for Blue Peaks and Karie Valdez.
- The Methodist church in Sargent had their 100th anniversary this past week.
- Thanked the community stakeholders in the valley for the presentation they gave for CHAFA.

EXECUTIVE SESSIONS

Councilor Daniel moved, seconded by Councilor Vigil to move into Executive Session (8:24 p.m.) pursuant to C.R.S. § 24-6-402(4)(a) and (e) to discuss acquisition of First Street and Victoria Avenue right of way, and to determine positions and instruct negotiators concerning such acquisition and also pursuant to C.R.S. § 24-6-402(4)(f) for Personnel Matters, Evaluations of the City Clerk, City Manager, and City Attorney. The motion carried unanimously.

After the executive sessions, no further business will be discussed.

When back in regular session (11:21 p.m.), Mayor Coleman confirmed the executive sessions were held solely for their stated purposes.

1. Executive session pursuant to C.R.S. § 24-6-402(4)(a) and (e) to discuss acquisition of First Street and Victoria Avenue right of way, and to determine positions and instruct negotiators concerning such acquisition.
2. Executive Session pursuant to C.R.S. §24-6-402(4)(f) for Personnel Matters - Evaluation of City Clerk - Third Meeting
3. Executive Session pursuant to C.R.S. §24-6-402(4)(f) for Personnel Matters - Evaluation of City Manager - Third Meeting
4. Executive Session pursuant to C.R.S. §24-6-402(4)(f) for Personnel Matters - Evaluation of City Attorney - Second Meeting

ADJOURNMENT

The meeting adjourned immediately following the executive sessions.

Holly C. Martinez, City Clerk

Ty Coleman, Mayor

**ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION**

Subject/Title:

- Outside Funding Presentations

**ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION**

Subject/Title:

Introduction of John Reesor, Outdoor Recreation Specialist

**ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION**

Subject/Title:

Approve Minutes of Special Meeting May 23, 2018

ATTACHMENTS:

Description		Type
	Minutes of Special Meeting May 23, 2018	Minutes

ALAMOSA CITY COUNCIL

Special Meeting Agenda

Jury Conference Room

May 23, 2018

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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5:30 PM - Special Meeting

EXECUTIVE SESSIONS

The Special Meeting of the Alamosa City Council was called to order on the above date by Mayor Ty Coleman at 5:30 p.m.

Present at roll call: Mayor Ty Coleman, Councilors Liz Hensley, Kristina Daniel, Charles Griego and Michael Carson. Councilors Jan Vigil and David Broyles previously requested to be excused.

Councilor Griego moved, seconded by Councilor Carson to enter into executive session pursuant to C.R.S. § 24-6-402(4)(f) to discuss the evaluation of the City Prosecutor and to excuse Councilors Vigil and Broyles. The motion carried unanimously.

After the executive session, no further business will be discussed.

Executive Session pursuant to CRS § 24-6-402(4)(f) to discuss evaluation of the City Prosecutor

ADJOURNMENT

The meeting adjourned immediately following the executive session.

Holly C. Martinez, City Clerk

Ty Coleman, Mayor

**ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION**

Subject/Title:

Approve Minutes of Meeting June 6, 2018

ATTACHMENTS:

Description		Type
📎	Minutes of Meeting June 6, 2018	Minutes

ALAMOSA CITY COUNCIL

Regular Meeting Minutes

Council Chambers
300 Hunt Avenue, Alamosa, CO
June 6, 2018

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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5:30 PM - Work Session

- **Advisory Board Interviews**
- **Outside Funding Presentations**

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 Ty Coleman at 7:00 p.m. The Pledge of Allegiance was recited.

II. ROLL CALL

Present at roll call: Mayor Ty Coleman, Councilors Liz Hensley, David Broyles, Charles Griego, Kristina Daniel, and Jan Vigil. Councilor Michael Carson previously requested to be excused.

III. AGENDA APPROVAL

Councilor Vigil moved, seconded by Councilor Daniel to approve the agenda as presented and to excuse Councilor Carson. 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

Aaron Miltenberger spoke in regards to the KaBoom project for the Boys and Girls Club Friends Park.

B. Follow-Up

None.

V. CONSENT CALENDAR A

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

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

C.7.a. Approve Minutes of Meeting May 16, 2018

C.8.a. April 2018 Monthly Financial Reports

C.1.a. Award of 1st Street Phase II contract

C.1.b. 12th Street Sewer Replacement project contract

VI. REGULAR BUSINESS

A. Presentations from Outside Agencies

1. LEAD Presentation

Heather Brooks along with Chief Oakes, and Center for Restorative Programs (CRP) staff presented information to Council about the LEAD program in which the City has received grant funding for.

CRP staff Luke Yoder, Clarissa Woodworth, Carrie Deacon, Grantley Showalter, and Gail Garcia-Coonz presented information about their part and responsibilities in the LEAD program.

Former Albany Police Chief Cox was also present and gave information to Council regarding this program and how it's worked in the other areas throughout the United States.

2. SLV Water Conservancy District Drought Management Presentation

Heather Dutton, manager of the SLV Water Conservancy District presented information to Council of the current situation the valley is in with the current water supplies and to provide information regarding ways to conserve water.

B. Board/Commission Business

1. Board Applicant Appointments

The Historic Preservation Advisory Committee has three positions available with terms ending 06/01/2020, 06/01/2022, and 06/01/2022. Current member Don Thompson has requested reappointment and a new application has been received from Andrea Spencer. Ballots were cast with Don Thompson and Andrea Spencer both receiving 6 votes to fulfill both terms ending 06/01/2022.

The Library Board has two positions available with terms ending 06/01/2021 and 06/01/2023. Current member Dawn Krebs has requested reappointment. No new applications to the library board were made. Ballots were cast with Dawn Krebs receiving 6 votes and a term ending 06/01/2023.

The Personnel Board has one position available with a term ending 06/01/2024, however, no new applications were received for this board and ballots were not cast.

The Planning Commission has one position available in Ward 4 with a term ending 06/01/2023. Current member, David Mize, requested reappointment. No new applications were received. Ballots were cast with David Mize receiving 6 votes and a term ending 06/01/2023.

The Recreation Advisory Board has three positions available with terms all ending 06/01/2021. Current member Mark Pittman has requested reappointed. New applications have been received from Martin Diaz, Elizabeth Sumner, Brian Puccerella, and Rusty Johnson. Ballots were first cast with Brian Puccerella receiving 5 votes, Mark Pittman receiving 1 vote, Elizabeth Sumner receiving 4 votes, Martin Diaz receiving 4 votes, and Rusty Johnson receiving 4 votes. Ballots were cast again for the tied votes. The second ballot cast resulted in a tie vote again between Martin Diaz, Elizabeth Sumner and Rusty Johnson. Ballots were cast a third time, with the results being done on a weight scale these time. This will yield the person with the lowest score being appointed. After the ballots cast of the third vote, Martin Diaz received the lowest score resulting in his appointment. Rusty Johnson and Elizabeth Sumner received the same amount of votes, with 4 each. Ballots were cast a final time with Elizabeth Sumner receiving 2 votes and Rusty Johnson receiving 4 votes. Brian Puccerella, Martin Diaz, and Rusty Johnson will fill the appointments to the positions on the recreation advisory board.

The Tree Board has one position available with a term ending 06/01/2022. Current member Karyl Scarlett requested reappointment but withdrew his request since someone else applied for the board. A new application was received from Megan Dudley. Ballots were cast with Megan Dudley receiving 6 votes and a term ending 06/01/2022.

Councilor Vigil moved, seconded by Councilor Griego to appoint and reappoint the following to the various City boards:

- Andrea Spencer appointed to the Historic Preservation Advisory Committee with a term ending 06/01/2022.
- Dawn Krebs reappointed to the Library Board with a term ending 06/01/2023.
- David Mize reappointed to the Planning Commission, Ward 4 position, with a term ending 06/01/2023.
- Brian Puccerella appointed to the Recreation Advisory Board with a term ending 06/01/2021.
- Martin Diaz appointed to the Recreation Advisory Board with a term ending 06/01/2021.
- Rusty Johnson appointed to the Recreation Advisory Board with a term ending 06/01/2021.
- Megan Dudley appointed to the Tree Board with a term ending 06/01/2022.

The motion carried unanimously.

C. Business Brought Forward by City Staff

1. Fire

- a. Only Reading and Public Hearing of Emergency Ordinance No. 19-2018, prohibiting the sale of fireworks within Alamosa city limits until September 1, 2018.

Heather Brooks reviewed this ordinance with Council.

Mayor Coleman opened the public hearing at 8:20 p.m. and asked for those wishing to speak on this ordinance.

There being no one wishing to speak, the hearing closed at 8:20 p.m.

Councilor Vigil moved, seconded by Councilor Griego to finally adopt Ordinance No. 19-2018. The motion carried unanimously.

2. City Manager/Legal

- a. First Reading, Ordinance No. 17-2018, an ordinance amending section 3-5 of the *Code of Ordinances of The City of Alamosa* to re-establish limitations on keeping of rabbits and poultry in residential and campus zones

Counselor Schwiesow reviewed this ordinance with Council.

Councilor Griego moved, seconded by Councilor Hensley to approve Ordinance No. 17-2018 on first reading and set for public hearing on Wednesday, June 27, 2018 at 7:00 p.m. or as soon thereafter as the

matter may be heard. The motion carried unanimously.

- b. Public Hearing, Second Reading, Ordinance No. 16-2018 amending 20-26 prohibiting wasting of water.

Heather Brooks reviewed this ordinance with Council.

Mayor Coleman opened the public hearing at 8:28 p.m. and asked for those wishing to speak on this issue.

Ruthie Brown spoke in regards to her concerns and issues with having a voluntary watering restriction.

Don Thompson spoke in support of this ordinance.

There being no one else wishing to speak, the hearing closed at 8:36 p.m.

Councilor Daniel moved, seconded by Councilor Hensley to finally adopt Ordinance No. 16-2018. The motion carried unanimously.

- c. Public Hearing, Second Reading, Ordinance No. 15-2018, an ordinance amending section 21-4-703(d)(1)(c)(iii) of *The Code of Ordinances of The City of Alamosa* to allow limited placement of signs in public rights of way in residential areas during election season.

Heather Brooks review this ordinance with Council.

Mayor Coleman opened the hearing at 8:52 p.m. and asked for those wishing to speak on this ordinance.

There being no one wishing to speak, the hearing closed at 8:52 p.m.

Councilor Hensley moved, seconded by Councilor Daniel to finally adopt Ordinance No. 15-2018. The motion carried 5 to 1 with Councilor Griego casting the no vote.

D. Committee Reports

Councilor Daniel reported on the Tree Board meeting she attended. She also informed Council that she will be attending the Mountain Connect Conference next week.

E. Staff Announcements

Heather Brooks provided Council with upcoming dates and meetings:

- Work Session scheduled for next week which is a combination of a work session and special meeting, the work session is in regards to bicycles on sidewalks and the special meeting is for executive sessions.
- On the week of June 19th - 24th, the Alamosa Round-Up is going on, as well as the Colorado Municipal League annual conference.
- June 27th is the next City Council meeting which will also include a work session for the other half of the outside funding agencies.
- KaBoom! build day is June 30th.

Ms. Brooks also informed Council of the planning group for the SLV Economic Summit is working on an agenda with speakers that will be from the whole valley and is planning to hold the summit on August 6th. She also informed Council of the meeting that was held last week with the firm that was hired to help with the downtown plan. Once this plan starts getting worked on, the ranch plan will be able to start getting worked on as well.

VII. LOCAL LIQUOR LICENSING AUTHORITY ACTIONS

- A. Decision, New Application, Hotel/Restaurant License, Alamosa Bowl Family Fun Center LLC d/b/a Alamosa Bowl Family Fun Center Findings of Fact

Holly Martinez informed Council that they need to adopt the findings of the decision granting the application for Alamosa Bowl Family Fun Center LLC d/b/a Alamosa Bowl Family Fun Center. Alamosa Bowl Family Fun Center presented its application for a Hotel/Restaurant license at 204 Victoria Ave. administratively on March 20, 2018 and a need/desires hearing was held at the meeting on May 16, 2018. After the hearing concluded, Council voted to approve the application for the new Hotel/Restaurant license.

Councilor Griego moved, seconded by Councilor Vigil to adopt the written findings granting the license for Alamosa Bowl Family Fun Center LLC. The motion carried unanimously with Councilor Daniel abstaining from the vote.

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.

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

1. Christian Community Services Projects, Alamosa Round-Up Rodeo Special Events Permit, June 19, 20, 21, 22, 23 and 24, 2018

COUNCIL COMMENT

Councilor Vigil acknowledged, recognized and thanked the Colorado High School Coaches Association for the All State games and camps they've had here at Adams State the past few years.

Councilor Daniel reminded everyone of the Center for Restorative Programs fundraiser that is being held this weekend.

Mayor Coleman thanked Erich and Heather for their professionalism in handling the media coverage that was coming in regarding the lawsuit that the City joined in regards to the opioids. He also thanked the entire staff that was out at the Summerfest this past weekend.

EXECUTIVE SESSIONS

Councilor Vigil moved, seconded by Councilor Hensley to move into executive session (9:04 p.m.) pursuant to C.R.S. 24-6-402(f) and C.R.S. § 24-6-402(4)(f) for Personnel Matters - evaluation of the City Clerk and City Manager. The motion carried unanimously.

After the executive sessions, no further business will be discussed.

When back in regular session, Mayor Coleman confirmed the executive sessions were held solely for their stated purpose.

1. Executive Session pursuant to C.R.S. §24-6-402(4)(f) for Personnel Matters - Evaluation of City Clerk - 1.5 Meeting
2. Executive Session pursuant to C.R.S. §4-6-402(4)(f) for Personnel Matters - Evaluation of City Manager - 1.5 Meeting

ADJOURNMENT

The meeting adjourned immediately after the executive session.

Holly C. Martinez, City Clerk

Ty Coleman, Mayor

**ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION**

Subject/Title:

Approve Minutes of Special Meeting June 13, 2018

ATTACHMENTS:

Description		Type
	Minutes of Special Meeting June 13, 2018	Minutes

ALAMOSA CITY COUNCIL

Special Meeting Agenda

Council Chambers

June 13, 2018

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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6:00 P.M. - Work Session

- Bicycles on Sidewalks

Immediately following the Work Session - Special Meeting

I. CALL TO ORDER

The Special Meeting of the Alamosa City Council was called to order on the above date by Mayor Coleman at 6:22 p.m.

II. ROLL CALL

Present at roll call: Mayor Ty Coleman, Councilors Charles Griego, Jan Vigil, David Broyles, Liz Hensley, and Michael Carson. Councilor Kristina Daniel previously requested to be excused.

III. AGENDA APPROVAL

Councilor Vigil moved, seconded by Councilor Hensley to approve the agenda as presented and to excuse Councilor Daniel. The motion carried unanimously.

EXECUTIVE SESSIONS

Councilor Vigil moved, seconded by Councilor Hensley to move into executive sessions (6:23 p.m.) pursuant to C.R.S. § 24-6-402(4)(f) for Personnel Matters, evaluation of the City Attorney (first meeting), evaluation of the City Clerk (second meeting) and evaluation of the City Manager (second meeting). The motion carried unanimously.

After the executive sessions, no further business will be discussed.

When back in regular session (8:34 p.m.), Mayor Coleman confirmed the executive

sessions were held solely for their stated purpose.

Executive Session pursuant to C.R.S. §24-6-402(4)(f) for Personnel Matters - Evaluation of City Attorney - First Meeting (with Attorney then brief Council discussion).

Executive Session pursuant to C.R.S. §24-6-402(4)(f) for Personnel Matters - Evaluation of City Clerk - Second Meeting (Council discussion)

Executive Session pursuant to C.R.S. §24-6-402(4)(f) for Personnel Matters - Evaluation of City Manager - Second Meeting (Council Discussion)

ADJOURNMENT

The meeting adjourned immediately after the executive sessions.

Holly C. Martinez, City Clerk

Ty Coleman, Mayor

**ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION**

Subject/Title:

Receive May 2018 Monthly Reports

ATTACHMENTS:

Description		Type
	May 2018 Monthly Reports	Reports

COUNCIL COMMUNICATION

DATE June 27, 2018	AGENDA NO.C. 8. a	SUBJECT: City Manager Monthly Report for May 2018
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 2018 Report

- Weekly Leadership Team meetings
- Bi-Weekly meetings with Mayor and City Clerk
- Biweekly meetings with Public Works Director
- Healthcare Sector Partnership monthly meeting
- LEAD meetings
- Meeting with Aaron Miltenberger
- Staff meeting to discuss outreach process for Ranch plan
- April 17th fire debrief
- Weekly economic development meeting
- Planted trees for Arbor celebration
- Monthly meeting with Councilor Vigil
- Attended Julie Scott's retirement celebration
- Monthly meeting with Councilor Broyles
- Meeting with La Puente staff
- Attended public outreach meetings for parking concerns around ASU
- Water Smarts Team meeting
- Monthly meeting with IT Director
- Rec Board meeting
- Monthly meeting with Councilor Carson
- Attended TSJC Graduation Ceremony
- Lunch with Councilor Daniel
- Value-Added Ag Sector Partnership Meeting
- Monthly meeting with Councilor Griego
- SLV Broadband Committee Meeting
- Law Enforcement Officers' Memorial
- Building Code Update Meeting
- 2nd Annual Economic Summit Planning Meeting

- Golf Course Augmentation Plan meeting
- Lunch with Councilor Hensley
- Leadership on the Ground Training
- La Puente Board Meeting
- Non-Harassment Training
- Downtown Plan Kickoff meetings
- Public Meeting Regarding Homelessness
- Attended Fire Truck Dedication Ceremony

City of Alamosa

Monthly Activities Report

May 2018

Public Works Department

Streets: The Street Department cleaned out the Del Sol drain ditch, Completed the La Due joint project with the railroad, Opened Road Closure for La Due track repairs, hauled yard waste on two separate occasions from Rickey Recycling Center (both completed in one day due to a ten hour day) Created a stencil for the storm drains that states, "No Dumping, Drains to River." Began estimates for Concrete Removal Program. Trimmed trees around Compound Parking Lot. Removed two art pieces and returned to artist from downtown area. Conducted road closure for Alamosa Elementary Fun Run. Conducted Road Closure for Cinco de Mayo Celebration. Conducted Parking lot closure for Square Peg Brew Works Anniversary Celebration. Conducted Street closure for Police Officer Memorial on 4th Street. Built Parking lot and road for Blanca Vista Dog Park. Conducted Large Item Pick up Week. Cleaned up brush piles around Sanitation building. Patched 197 potholes, repaired 8 signs, installed 3 new signs. Dug and patched multiple soft spots on the 1300 block of Bell Ave. Opened clogged drains after heavy hail and rain on 5/21/18. Emergency culvert replacement on Maddox Ln. (Disc Golf Course Road) Painted centerline and sideline on Airport Rd., Old Sanford Rd. and Independence Drive. Painted skip lines on Cielo Azul. Painted multiple areas of curb yellow.

Solid Waste: Commercial waste hauled totaled 329.85 T.; residential waste hauled totaled 191.27 T. Medical Waste totaled 1.5. Twenty one special pick-ups were completed. Two 96 gal toters were delivered and zero 64 gal. Four toters and five dumpsters were repaired.

Recycling: A total of 71 bales of various materials were made. Fifty nine bales were shipped. A total of 6 tons of glass was processed. Land fill savings totaled \$500.00. One Yard Waste toter was delivered.

Building Inspection: Thirteen building permits were issued for a total valuation of \$584,588.00. Building permit fees totaled \$3,453.00 and construction use tax totaled \$5,756.21. Plan review fees totaled \$684.50 A total of 27 various inspections were conducted. There was eight certificate of occupancies issued. A total of three general contractor licenses were issued and two limited contractor licenses were issued.

Water: Water pumped for municipal use totaled 112,409,000 gallons. Water treatment plant production totaled 88,076,207 gallons. There were 7 meter re-reads. Turn on/ turn offs and occupant changes totaled 17 . Took bac-T's for the State. Worked on flushing dead end water mains. Did locates for Bower Construction for Fiber install and Q-3 for First Street Project. Repaired water main leak at 17th Street and 109 South.

Wastewater: Total discharge for the month was 42.59 million gallons. Collected and sent out all routine monthly samples. Shut down influent channel and pulled screens. Cleaned U.V lamp sleeves. RMS poured the concrete for the automatic gate at the discharge end of the U.V channel. They also installed the baffle at the front end of the channel. Started putting all the fittings back on the rebuilt gear box to get it ready to put back into place. Cleaned up Headworks and sprayed it down. Alpine Electric disconnected the old U.V System and RMS started pulling out the old system.

Sewer: Sixty seven sanitary sewers were inspected; six were unplugged seventeen were checked at customer's requests. All lift stations were checked daily; hauled off grit and cleaned splitter box at the WWTP. Pulled pumps at West 7th, Tremont lift station #1 at Golf Course, Wal-Mart, Riverwood and West 11th, cleaned out impellers and debris. Worked with TZA on the Outfall

Project, we will need to relocate the new Outfall to the edge of the Rio Grande. RMS finished work on the U.V Replacement at the WWTP. It is now on line. The UV project has been completed and the system has been fully commissioned.

East Alamosa: Water supplied to East Alamosa totaled 6,245,567 gallons. Three sanitary sewers were checked for plugs, two unplugged. Five sewers were cleaned and flushed with Vac truck. Did re-reads for Sally. Pulled the pumps at Price, McKinney, McQuerry and Rodeo Lift Stations. Pulled Pump #1 at Blanca Vista Lift Station and sent it in for repairs. Put new hinges on Blanca Vista Lift Station Cover.

Alamosa Fire Department

Department Report for May 2018

The Alamosa Fire Department responded to 36 incidents within the City Limits and 16 incidents outside the City Limits. In addition to paged fire calls, Officers also responded to an additional 9 calls for assistance.

City Call Comparisons

Year	Monthly Comparison	Total City Calls Year to Date W/O Flights	Total Flights Year to Date	Total County Calls Year to Date
2018	36*	85	165	77
2017	60**	81	275	68

* Includes 21 Airport Flight Standbys ** includes 40 Airport Flight Standbys

Inspections:

7 Commercial Building inspections were performed

Fire Prevention/Station Tours

The Department hosted eight station tours.

Training:

Firefighters logged a combined total 72 hours of in house training during the month.

ALAMOSA

Incident Type Report

Alarm Date Between {05/01/2018} And {05/31/2018}

Incident	Alm Date	Time	Primary Action	Property Use
111 Building fire				
18-0000295-000	05/08/2018	09:19:00	11 Extinguishment by fire	429 1 or 2 family dwelling
18-0000296-000	05/08/2018	13:09:00	12 Salvage & overhaul	419 1 or 2 family dwelling
18-0000312-000	05/20/2018	08:05:00	11 Extinguishment by fire	419 1 or 2 family dwelling
Incident Type Count:		3	Percent of All:	
			6.2%	

141 Forest, woods or wildland fire

18-0000303-000	05/12/2018	15:18:00	11 Extinguishment by fire	031 Open land or bare field
18-0000311-000	05/20/2018	16:39:00	11 Extinguishment by fire	031 Open land or bare field
Incident Type Count:		2	Percent of All:	
			4.1%	

142 Brush or brush-and-grass mixture fire

18-0000307-000	05/16/2018	11:43:00	11 Extinguishment by fire	419 1 or 2 family dwelling
Incident Type Count:		1	Percent of All:	
			2.0%	

151 Outside rubbish, trash or waste fire

18-0000318-000	05/24/2018	15:45:00	11 Extinguishment by fire	036 Vacant lot
Incident Type Count:		1	Percent of All:	
			2.0%	

162 Outside equipment fire

18-0000314-000	05/21/2018	20:31:00	11 Extinguishment by fire	031 Open land or bare field
Incident Type Count:		1	Percent of All:	
			2.0%	

311 Medical assist, assist EMS crew

18-0000293-000	05/05/2018	09:15:00	73 Provide manpower	419 1 or 2 family dwelling
18-0000304-000	05/13/2018	13:41:00	73 Provide manpower	419 1 or 2 family dwelling
18-0000317-000	05/24/2018	15:37:00	92 Standby	581 Department or discount store
Incident Type Count:		3	Percent of All:	
			6.2%	

322 Motor vehicle accident with injuries

18-0000291-000	05/01/2018	10:15:00	92 Standby	962 Residential street, road or res
18-0000297-000	05/08/2018	15:31:00	73 Provide manpower	961 Highway or divided highway
18-0000302-000	05/11/2018	20:29:00	75 Provide equipment	961 Highway or divided highway
18-0000313-000	05/20/2018	22:54:00	73 Provide manpower	961 Highway or divided highway

ALAMOSA

Incident Type Report

Alarm Date Between {05/01/2018} And {05/31/2018}

Incident	Alm Date	Time	Primary Action	Property Use
322 Motor vehicle accident with injuries				
Incident Type Count:	4		Percent of All:	8.3%
324 Motor Vehicle Accident with no injuries				
18-0000301-000	05/11/2018	08:38:00	86 Investigate	963 Street or road in commercial ar
18-0000316-000	05/24/2018	07:50:00	86 Investigate	961 Highway or divided highway
Incident Type Count:	2		Percent of All:	4.1%
463 Vehicle accident, general cleanup				
18-0000305-000	05/13/2018	21:33:00	73 Provide manpower	962 Residential street, road or res
18-0000309-000	05/16/2018	18:12:00	73 Provide manpower	961 Highway or divided highway
Incident Type Count:	2		Percent of All:	4.1%
531 Smoke or odor removal				
18-0000299-000	05/09/2018	22:59:00	75 Provide equipment	460 Dormitory-type residence, other
18-0000306-000	05/12/2018	17:42:00	86 Investigate	331 Hospital - medical or psychiatr
Incident Type Count:	2		Percent of All:	4.1%
571 Cover assignment, standby, moveup				
18-0000319-000	05/01/2018	19:15:00	92 Standby	973 Aircraft taxiway
18-0000320-000	05/03/2018	19:20:00	92 Standby	973 Aircraft taxiway
18-0000321-000	05/06/2018	11:45:00	92 Standby	973 Aircraft taxiway
18-0000322-000	05/06/2018	14:40:00	92 Standby	973 Aircraft taxiway
18-0000323-000	05/06/2018	20:24:00	92 Standby	973 Aircraft taxiway
18-0000324-000	05/07/2018	18:50:00	92 Standby	973 Aircraft taxiway
18-0000325-000	05/08/2018	19:52:00	92 Standby	973 Aircraft taxiway
18-0000326-000	05/10/2018	19:23:00	92 Standby	973 Aircraft taxiway
18-0000327-000	05/13/2018	15:14:00	92 Standby	973 Aircraft taxiway
18-0000328-000	05/13/2018	18:20:00	92 Standby	973 Aircraft taxiway
18-0000329-000	05/14/2018	19:45:00	92 Standby	973 Aircraft taxiway
18-0000330-000	05/15/2018	18:35:00	92 Standby	973 Aircraft taxiway
18-0000331-000	05/20/2018	11:30:00	92 Standby	973 Aircraft taxiway
18-0000332-000	05/20/2018	15:00:00	92 Standby	973 Aircraft taxiway
18-0000333-000	05/20/2018	19:00:00	92 Standby	973 Aircraft taxiway
18-0000334-000	05/21/2018	19:11:00	92 Standby	973 Aircraft taxiway
18-0000335-000	05/22/2018	19:19:00	92 Standby	973 Aircraft taxiway
18-0000336-000	05/23/2018	18:20:00	92 Standby	973 Aircraft taxiway

ALAMOSA

Incident Type Report

Alarm Date Between {05/01/2018} And {05/31/2018}

Incident	Alm Date	Time	Primary Action	Property Use
571 Cover assignment, standby, moveup				
18-0000338-000	05/27/2018	15:20:00	92 Standby	973 Aircraft taxiway
18-0000339-000	05/30/2018	18:30:00	92 Standby	973 Aircraft taxiway
18-0000337-000	05/31/2018	19:25:00	92 Standby	973 Aircraft taxiway
Incident Type Count:		21	Percent of All: 43.7%	

622 No Incident found on arrival at dispatch address

18-0000292-000	05/04/2018	20:28:00	86 Investigate	931 Open land or field
18-0000310-000	05/16/2018	20:42:00	86 Investigate	931 Open land or field
Incident Type Count:		2	Percent of All: 4.1%	

631 Authorized controlled burning

18-0000294-000	05/05/2018	20:39:00	86 Investigate	931 Open land or field
18-0000300-000	05/10/2018	11:04:00	86 Investigate	931 Open land or field
Incident Type Count:		2	Percent of All: 4.1%	

714 Central station, malicious false alarm

18-0000298-000	05/08/2018	22:22:00	63 Restore fire alarm system	460 Dormitory-type residence, other
Incident Type Count:		1	Percent of All: 2.0%	

735 Alarm system sounded due to malfunction

18-0000315-000	05/22/2018	06:54:00	86 Investigate	599 Business office
Incident Type Count:		1	Percent of All: 2.0%	

Total Incident Count: 48

COUNCIL COMMUNICATION

DATE June 8, 2018	AGENDA NO.C. 8. a	SUBJECT: IT Director Monthly Report for May 2018
Department Head: 		
City Manager:		
PRESENTED BY: James A. Belknap		

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

May 2018 Report

- IT continued assistance and coordination with Tyler to upgrade remaining Incode 9 workstations and the Incode server. This project will continue into June.
- IT has reached out to multiple vendors and met with a representative from XCite - an audio / visual technology company - to discuss upgrades and repairs to the council audio system.
- In an abundance of caution and in order to have a backup system to the provenly unstable council audio system, IT ordered a portable wireless conferencing system. In addition to serving as a backup system for the council audio system, this system provides extra functionality by allowing meetings to be conducted offsite.
- This year IT is engaging in an intern program in coordination with the school system. Two interns were hired by recommendation of the school for having completed an IT Fundamentals course and by showing interest in a career in IT. The IT interns will be assisting the department with help tickets, re-imaging computers, and recording council meetings.

- Jade Communications is working for the IT department to create a more robust network connection to fire station #2. Jade will use 5G capable equipment and a virtual private network to replace a dated wireless backhaul section of our network.
- IT worked with Charter to purchase new equipment for the channel 191 PEG station. Equipment specs were gathered by IT for purchase in April with all equipment arriving and implemented in May. IT received a check this month per our franchise agreement in the amount of \$15,000.00.
- IT has been working to replace the Police Department's aging mobile data terminals with new Toughbook CF-33s. A new image was created as well as a new configuration that should increase the efficiency and performance of the new equipment.
- Two members of the IT team are enrolled in an ICMA Effective Supervisory Practices course aimed at providing supervisors with tools for increasing productivity and better communication with coworkers.
- IT continues to maintain the City of Alamosa website and addressed a few issues in the HTML coding that was causing some pages to load incorrectly.
- A member the IT team has moved on to pursue a career in a different location. The member worked to document duties, cross train on individualized knowledge, and prepare for the time between their leaving and the hiring of a new technician.
- With the exiting of an IT member, IT took the opportunity to increase security and change passwords of mission critical equipment and servers. Regardless of the personnel change, these types of security measures are planned and occur regularly.
- IT worked with Kyle Monson with the City of Fountain IT Department to coordinate a transfer of over 50 Digital Ally Body Cameras no longer in use by the City of Fountain PD. This equipment will prove valuable as our equipment can be replaced immediately when an issue arises instead of waiting on Digital Ally's increasingly long RMA return times. The equipment had a retail value of over \$55,000.00.
- A new conference phone was set up in council chambers to facilitate

teleconferencing needs.

- IT tested and implemented a software called Zoom that can be used by councilors to remotely attend council meetings.
- IT has turned on the wifi equipment at Lee Fields for the summer providing wifi publicly from 7AM to 10PM. These times can be extended for special events as what was done for Summerfest (Cole Park wifi).
- 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.

In Monte Vista, we performed the following items:

- IT worked with Valley Lock and Security to wire the new squad room in the PD.
- Multiple PCs, the Watchguard system, and a copier were moved to the new squad room. This included rewiring in the server room and rerouting phone lines to match the new port locations.
- The City of Alamosa is donating multiple mobile data terminal (MDT - Tougbook CF-31s) to the Monte Vista Police Department. Each terminal had a \$5000.00 retail price associated with them. The City of Alamosa will be providing 4 terminals this year and expect to provide 6 terminals next year. These machines along with the City provided cell phones can be used for remote access of CCIC and public safety related web apps. A VPN (virtual private network) tunnel was created to secure the mobile endpoint and connect the computer to the internal city network (a requirement of CBI for CCIC as well as CJIS compliance) as well as the latest antivirus definitions and security protocols. Lastly, the MDTs were encrypted with the latest SHA-256 bit encryption to further prevent unauthorized access to the computer.
- Officers were trained on the access and use of the new MDTs that will be mounted in multiple vehicles.
- IT attended the building cleanup at the old police department to assist with the removal of any possible IT equipment.

- A member the IT team has moved on to pursue a career in a different location. The member worked to document duties, cross train on individualized knowledge, and prepare for the time between their leaving and the hiring of a new technician.
- With the exiting of an IT member, IT took the opportunity to increase security and change passwords of mission critical equipment and servers. Regardless of the personnel change, these types of security measures are planned and occur regularly.
- An error was identified in the COMWSUS server that handles updates to all city computers. A script was updated before any interruptions to scheduled services could occur.
- Caselle released another major upgrade that installed and verified.
- IT provided a refurbished laptop to Mike Martinez in the police department. This equipment can be used for accessing public safety related web apps.
- 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.

City of Alamosa: All Tickets
List of all tickets (108 items)
Generated on Jun 08, 2018 @ 11:19 am

Ticket #	Created By(Email)	Summary	Related to	Create Date	Close Date	Status	Priority	Days Open
5520	jwebb@ci.alamosa.co.us	Press Release	pc1184	05-01-2018 @ 08:10 am	05-01-2018 @ 08:29 am	closed	Med	< 1 day
5521	jwebb@ci.alamosa.co.us	Press Release	pc1184	05-01-2018 @ 08:54 am	05-01-2018 @ 11:11 am	closed	Med	< 1 day
5522	jwebb@ci.alamosa.co.us	For Channel 191	pc1184	05-01-2018 @ 09:01 am	05-01-2018 @ 09:43 am	closed	Med	< 1 day
5523	jwebb@ci.alamosa.co.us	Press Release	pc1184	05-01-2018 @ 09:05 am	05-01-2018 @ 09:28 am	closed	Med	< 1 day
5524	jwebb@ci.alamosa.co.us	Press Release	pc1184	05-01-2018 @ 10:27 am	05-01-2018 @ 11:07 am	closed	Med	< 1 day
5525	lmontano@ci.alamosa.co.us	Cannot print Incode documents	pc1235	05-01-2018 @ 10:46 am	05-01-2018 @ 11:30 am	closed	Med	< 1 day
5526	jmartinez@ci.alamosa.co.us	Excavation Permit Update		05-01-2018 @ 11:14 am	05-01-2018 @ 11:36 am	closed	Med	< 1 day
5527	osanchez@ci.alamosa.co.us	update software	teradici corp	05-01-2018 @ 01:13 pm	05-01-2018 @ 02:23 pm	closed	Med	< 1 day
5528	arice@ci.alamosa.co.us	Cemetery Mower IFB	pc1233	05-01-2018 @ 01:30 pm	05-01-2018 @ 01:51 pm	closed	Med	< 1 day
5529	daspinwall@ci.alamosa.co.us	SWMM Install	pc1227	05-01-2018 @ 01:56 pm	05-03-2018 @ 08:49 am	closed	Med	1 day
5530	jbelknap@ci.alamosa.co.us	FirstVuHD Refresh (ALAC00)		05-02-2018 @ 08:04 am	05-11-2018 @ 08:18 am	closed	Med	9 days
5531	wsquires@ci.alamosa.co.us	CAR 7 DASH CAMERA	pc1199	05-02-2018 @ 09:38 am	05-15-2018 @ 11:31 am	closed	Med	13 days
5532	jwebb@ci.alamosa.co.us	Press Release	pc1184	05-02-2018 @ 10:38 am	05-02-2018 @ 11:19 am	closed	Med	< 1 day
5533	jwebb@ci.alamosa.co.us	For Channel 191	pc1184	05-02-2018 @ 11:37 am	05-03-2018 @ 09:18 am	closed	Med	< 1 day
5534	doakes@ci.alamosa.co.us	Squadroom Briefing Computer	pc1218	05-02-2018 @ 11:48 am	05-03-2018 @ 10:01 am	closed	Med	< 1 day

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Ticket #	Created By(Email)	Summary	Related to	Create Date	Close Date	Status	Priority	Days Open
5535	rsteenburg@ci.alamosa.co.us	Google Contacts	pc1204	05-02-2018 @ 01:59 pm	05-03-2018 @ 04:02 pm	closed	Med	1 day
5536	jwebb@ci.alamosa.co.us	Camera	pc1184	05-02-2018 @ 03:32 pm	05-02-2018 @ 04:37 pm	closed	Med	< 1 day
5537	jscott@ci.alamosa.co.us	2018 planning commission minutes/agendas	pc1176	05-02-2018 @ 04:29 pm	05-03-2018 @ 01:51 pm	closed	Med	< 1 day
5538	rsmith@ci.alamosa.co.us	Update of Excavation permit on city website	pc1175	05-03-2018 @ 08:35 am	05-03-2018 @ 09:09 am	closed	Med	< 1 day
5539	bcooper@ci.alamosa.co.us	Phone Call preservation	pc1196	05-03-2018 @ 10:27 am	05-03-2018 @ 11:00 am	closed	Med	< 1 day
5540	jwebb@ci.alamosa.co.us	Logo formatting for Healthcare Sector Partnership	pc1184	05-03-2018 @ 12:49 pm	05-03-2018 @ 01:55 pm	closed	Med	< 1 day
5541	staylor@ci.alamosa.co.us	Website analytics	pc1151	05-03-2018 @ 03:09 pm	05-07-2018 @ 03:05 pm	closed	Med	3 days
5542	elopez@ci.alamosa.co.us	BODY CAMERA 4	pc1199	05-04-2018 @ 03:54 am	06-04-2018 @ 05:10 pm	closed	Med	31 days
5543	jwebb@ci.alamosa.co.us	Press Release	pc1184	05-04-2018 @ 10:14 am	05-04-2018 @ 11:45 am	closed	Med	< 1 day
5544	jwebb@ci.alamosa.co.us	Channel 191	pc1184	05-04-2018 @ 12:18 pm	05-07-2018 @ 03:04 pm	closed	Med	3 days
5545	amckinley@ci.alamosa.co.us	Need New ID Badge for new employee	pc1168	05-04-2018 @ 03:14 pm	05-07-2018 @ 03:00 pm	closed	Med	2 days
5546	dkhoketkham@ci.alamosa.co.us	camera in vehicle 21	pc1199	05-05-2018 @ 11:57 am	05-08-2018 @ 02:21 pm	closed	Med	3 days
5547	igarcia@ci.alamosa.co.us	Computer	pc1199	05-06-2018 @ 02:51 am	05-07-2018 @ 04:19 pm	closed	Med	1 day
5548	lmontano@ci.alamosa.co.us	webviewer	pc1235	05-07-2018 @ 08:55 am	05-07-2018 @ 09:27 am	closed	Med	< 1 day
5549	eschwiesow@ci.alamosa.co.us	external speakers	pc1234	05-07-2018 @ 09:37 am	05-07-2018 @ 10:08 am	closed	Med	< 1 day

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Ticket #	Created By(Email)	Summary	Related to	Create Date	Close Date	Status	Priority	Days Open
5550	eschwiesow@ci.alamosa.co.us	NRCS and NWS snowpack websites won't load	pc1234	05-07-2018 @ 10:42 am	05-07-2018 @ 10:48 am	closed	Med	< 1 day
5551	nvaldez@ci.alamosa.co.us	First Street	pc1193	05-07-2018 @ 10:43 am	05-07-2018 @ 11:36 am	closed	Med	< 1 day
5552	jwebb@ci.alamosa.co.us	Email Question	pc1184	05-07-2018 @ 02:33 pm	05-07-2018 @ 02:49 pm	closed	Med	< 1 day
5553	jjolly@ci.alamosa.co.us	Delete Network ID & Email		05-07-2018 @ 04:03 pm	05-10-2018 @ 07:54 am	closed	Med	2 days
5554	nvaldez@ci.alamosa.co.us	Jasmine	pc1193	05-07-2018 @ 04:34 pm	05-09-2018 @ 08:13 am	closed	Med	1 day
5555	jrussell@ci.alamosa.co.us	CAR 19 DASH CAM	pc1179	05-08-2018 @ 08:12 am	05-08-2018 @ 01:02 pm	closed	Med	< 1 day
5556	jjolly@ci.alamosa.co.us	RFP for Lee Concessions Extended		05-08-2018 @ 11:00 am	05-09-2018 @ 08:12 am	closed	Med	< 1 day
5557	nvaldez@ci.alamosa.co.us	BPMS	pc1193	05-08-2018 @ 04:03 pm	05-09-2018 @ 08:53 am	closed	Med	< 1 day
5558	jwebb@ci.alamosa.co.us	Press Release	pc1184	05-09-2018 @ 08:26 am	05-09-2018 @ 09:01 am	closed	Med	< 1 day
5559	jwebb@ci.alamosa.co.us	Email Question	pc1184	05-09-2018 @ 08:51 am	05-09-2018 @ 12:58 pm	closed	Med	< 1 day
5560	nvaldez@ci.alamosa.co.us	Bid Schedule for First St	pc1193	05-09-2018 @ 10:44 am	05-10-2018 @ 08:06 am	closed	Med	< 1 day
5561	nvaldez@ci.alamosa.co.us	Julie's files	pc1193	05-09-2018 @ 11:56 am	05-09-2018 @ 04:35 pm	closed	Med	< 1 day
5562	jbelknap@ci.alamosa.co.us	Recpro has stopped working		05-10-2018 @ 06:52 am	05-10-2018 @ 07:47 am	closed	Med	< 1 day
5563	bcooper@ci.alamosa.co.us	Squad Room Door Access	pc1196	05-10-2018 @ 08:51 am	05-10-2018 @ 09:17 am	closed	Med	< 1 day
5564	blaw@ci.alamosa.co.us	Kiosk in City Hall lobby	pc1182	05-10-2018 @ 10:55 am	05-11-2018 @ 08:17 am	closed	Med	< 1 day

City of Alamosa: All Tickets

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Ticket #	Created By(Email)	Summary	Related to	Create Date	Close Date	Status	Priority	Days Open
5565	daspinwall@ci.alamosa.co.us	Install USGS Software	pc1227	05-10-2018 @ 01:28 pm	05-10-2018 @ 01:41 pm	closed	Med	< 1 day
5566	staylor@ci.alamosa.co.us	Computer access for R. Steenburg	pc1151	05-10-2018 @ 01:29 pm	05-10-2018 @ 02:43 pm	closed	Med	< 1 day
5567	amckinley@ci.alamosa.co.us	New Employee ID Badge and network credentials	pc1168	05-10-2018 @ 04:33 pm	05-18-2018 @ 10:24 am	closed	Med	7 days
5568	amckinley@ci.alamosa.co.us	Re-activate ID Badge	pc1168	05-10-2018 @ 04:39 pm	05-14-2018 @ 09:22 am	closed	Med	3 days
5569	abehrens@ci.alamosa.co.us	Membership cards	pc1226	05-11-2018 @ 07:00 am	05-14-2018 @ 09:21 am	closed	Med	3 days
5570	daspinwall@ci.alamosa.co.us	Uninstall and Reinstall of QGIS software	pc1227	05-11-2018 @ 10:16 am	05-14-2018 @ 04:16 pm	closed	Med	3 days
5571	jwebb@ci.alamosa.co.us	Please post on the website	pc1184	05-11-2018 @ 11:20 am	05-11-2018 @ 03:07 pm	closed	Med	< 1 day
5572	jwebb@ci.alamosa.co.us	Forms on website	pc1184	05-11-2018 @ 11:22 am	05-11-2018 @ 03:07 pm	closed	Med	< 1 day
5573	dcordova@ci.alamosa.co.us	Friday Updates	pc1222	05-11-2018 @ 01:38 pm	05-11-2018 @ 01:47 pm	closed	Med	< 1 day
5574	jwebb@ci.alamosa.co.us	Co-branding Logo	pc1184	05-11-2018 @ 01:53 pm	05-11-2018 @ 02:03 pm	closed	Med	< 1 day
5575	jwebb@ci.alamosa.co.us	Press Release	pc1184	05-11-2018 @ 03:08 pm	05-11-2018 @ 03:11 pm	closed	Med	< 1 day
5576	staylor@ci.alamosa.co.us	Motorola cell phone	pc1151	05-11-2018 @ 06:00 pm	05-15-2018 @ 08:57 am	closed	Med	3 days
5577	jwebb@ci.alamosa.co.us	Question with email	pc1184	05-14-2018 @ 09:00 am	05-14-2018 @ 03:48 pm	closed	Med	< 1 day
5578	nvaldez@ci.alamosa.co.us	12th Street Sewer Replacement Proj. Bid Info	pc1193	05-14-2018 @ 10:20 am	05-14-2018 @ 02:52 pm	closed	Med	< 1 day
5579	jwebb@ci.alamosa.co.us	9/7 Artist Interviews	pc1184	05-14-2018 @ 10:33 am	05-18-2018 @ 10:23 am	closed	Med	3 days

City of Alamosa: All Tickets

List of all tickets (108 items)
Generated on Jun 08, 2018 @ 11:19 am

Ticket #	Created By(Email)	Summary	Related to	Create Date	Close Date	Status	Priority	Days Open
5580	jwebb@ci.alamosa.co.us	City Logo with co-branding logo for Facebook and Twitter	pc1184	05-14-2018 @ 11:20 am	05-29-2018 @ 09:48 am	closed	Med	14 days
5581	nvaldez@ci.alamosa.co.us	12th Street	pc1193	05-15-2018 @ 11:24 am	05-15-2018 @ 11:39 am	closed	Med	< 1 day
5582	jwebb@ci.alamosa.co.us	Press Release	pc1184	05-15-2018 @ 03:43 pm	05-15-2018 @ 03:55 pm	closed	Med	< 1 day
5583	amckinley@ci.alamosa.co.us	Harassment Training	pc1168	05-15-2018 @ 03:53 pm	05-16-2018 @ 11:45 am	closed	Med	< 1 day
5584	jwebb@ci.alamosa.co.us	Press Release	pc1184	05-15-2018 @ 04:01 pm	05-15-2018 @ 04:22 pm	closed	Med	< 1 day
5585	amckinley@ci.alamosa.co.us	5/22 Record Harassment Training	pc1168	05-15-2018 @ 04:28 pm	05-29-2018 @ 09:48 am	closed	Med	13 days
5586	mperez@ci.alamosa.co.us	Wifi	teradici corp	05-15-2018 @ 04:34 pm	05-17-2018 @ 11:35 am	closed	Med	1 day
5587	jkelloff@ci.alamosa.co.us	New Mouse	pc1217	05-15-2018 @ 04:35 pm	05-15-2018 @ 04:58 pm	closed	Med	< 1 day
5588	jwebb@ci.alamosa.co.us	Press Release	pc1184	05-15-2018 @ 04:36 pm	05-16-2018 @ 11:44 am	closed	Med	< 1 day
5589	lmontano@ci.alamosa.co.us	computers in courtroom	pc1235	05-16-2018 @ 08:21 am	05-16-2018 @ 10:30 am	closed	Med	< 1 day
5590	sgallegos@ci.alamosa.co.us	not able to view courtroom camera	pc1192	05-16-2018 @ 08:21 am	05-16-2018 @ 08:32 am	closed	Med	< 1 day
5591	jbelknap@ci.alamosa.co.us	Update Link		05-16-2018 @ 09:13 am	05-16-2018 @ 03:31 pm	closed	Med	< 1 day
5592	jwebb@ci.alamosa.co.us	Website Question	pc1184	05-16-2018 @ 01:03 pm	05-16-2018 @ 02:15 pm	closed	Med	< 1 day
5593	jbelknap@ci.alamosa.co.us	Auto Decline		05-16-2018 @ 01:53 pm	06-01-2018 @ 09:27 am	closed	Med	15 days
5594	jjolly@ci.alamosa.co.us	Carlos Castro login/email		05-17-2018 @ 07:50 am	05-17-2018 @ 10:12 am	closed	Med	< 1 day

City of Alamosa: All Tickets
List of all tickets (108 items)
Generated on Jun 08, 2018 @ 11:19 am

Ticket #	Created By(Email)	Summary	Related to	Create Date	Close Date	Status	Priority	Days Open
5595	arice@ci.alamosa.co.us	Google Drive?	pc1140	05-17-2018 @ 08:31 am	05-17-2018 @ 11:23 am	closed	Med	< 1 day
5596	jwebb@ci.alamosa.co.us	Press Release	pc1184	05-17-2018 @ 09:08 am	05-17-2018 @ 10:08 am	closed	Med	< 1 day
5597	arice@ci.alamosa.co.us	Diagnose Lee Field WiFi	pc1140	05-17-2018 @ 09:18 am	05-17-2018 @ 11:24 am	closed	Med	< 1 day
5598	arice@ci.alamosa.co.us	Remove Cemetery Mower Bid Item	pc1140	05-17-2018 @ 09:19 am	05-17-2018 @ 10:09 am	closed	Med	< 1 day
5599	jwebb@ci.alamosa.co.us	Press Release	pc1184	05-17-2018 @ 09:33 am	05-17-2018 @ 10:08 am	closed	Med	< 1 day
5600	daspinwall@ci.alamosa.co.us	Update zoning map	pc1227	05-17-2018 @ 11:02 am	05-17-2018 @ 11:27 am	closed	Med	< 1 day
5601	jwebb@ci.alamosa.co.us	BID for website	pc1184	05-17-2018 @ 12:16 pm	05-17-2018 @ 03:23 pm	closed	Med	< 1 day
5602	jwebb@ci.alamosa.co.us	BID on Website	pc1184	05-17-2018 @ 12:17 pm	05-17-2018 @ 01:07 pm	closed	Med	< 1 day
5603	bgallegos@ci.alamosa.co.us	No Summary		05-17-2018 @ 03:28 pm	05-17-2018 @ 05:03 pm	closed	Med	< 1 day
5604	nvaldez@ci.alamosa.co.us	First Street Addendum 1	pc1193	05-18-2018 @ 11:30 am	05-18-2018 @ 12:00 pm	closed	Med	< 1 day
5605	daspinwall@ci.alamosa.co.us	Replace Sign Permit Link	pc1227	05-18-2018 @ 11:36 am	05-18-2018 @ 11:57 am	closed	Med	< 1 day
5606	jwebb@ci.alamosa.co.us	For Website	pc1184	05-18-2018 @ 01:51 pm	05-18-2018 @ 02:24 pm	closed	Med	< 1 day
5607	rstrand@ci.alamosa.co.us	APC 1000 back up unit	pc1190	05-21-2018 @ 08:32 am	05-21-2018 @ 09:03 am	closed	Med	< 1 day
5608	jwebb@ci.alamosa.co.us	website	pc1184	05-21-2018 @ 08:36 am	05-21-2018 @ 08:48 am	closed	Med	< 1 day
5609	dnorthrup@ci.alamosa.co.us	Body cam	pc1245	05-21-2018 @ 10:27 am	06-04-2018 @ 05:10 pm	closed	Med	14 days

City of Alamosa: All Tickets

List of all tickets (108 items)
Generated on Jun 08, 2018 @ 11:19 am

Ticket #	Created By(Email)	Summary	Related to	Create Date	Close Date	Status	Priority	Days Open
5610	daspinwall@ci.alamosa.co.us	Install Trimble software	pc1227	05-21-2018 @ 03:54 pm	05-21-2018 @ 04:39 pm	closed	Med	< 1 day
5611	osanchez@ci.alamosa.co.us	uploading a photo to website	teradici corp	05-22-2018 @ 04:15 pm	05-23-2018 @ 01:19 pm	closed	Med	< 1 day
5612	jbelknap@ci.alamosa.co.us	one time backup		05-22-2018 @ 04:18 pm	05-23-2018 @ 11:26 am	closed	Med	< 1 day
5613	jwebb@ci.alamosa.co.us	Press Release	pc1184	05-23-2018 @ 04:37 pm	05-25-2018 @ 08:23 am	closed	Med	1 day
5614	dcordova@ci.alamosa.co.us	Press Release	pc1222	05-25-2018 @ 07:50 am	05-25-2018 @ 08:54 am	closed	Med	< 1 day
5615	dcordova@ci.alamosa.co.us	Post to City Website	pc1222	05-25-2018 @ 09:52 am	05-25-2018 @ 10:53 am	closed	Med	< 1 day
5616	dcordova@ci.alamosa.co.us	Friday Updates	pc1222	05-25-2018 @ 10:45 am	05-25-2018 @ 11:07 am	closed	Med	< 1 day
5617	jwebb@ci.alamosa.co.us	Press Release	pc1184	05-29-2018 @ 10:06 am	05-29-2018 @ 10:18 am	closed	Med	< 1 day
5618	jboyd@ci.alamosa.co.us	#13 Library Computer won't turn on.	pc1190	05-29-2018 @ 11:02 am	05-29-2018 @ 04:42 pm	closed	Med	< 1 day
5619	jwebb@ci.alamosa.co.us	For Website	pc1184	05-29-2018 @ 12:43 pm	05-29-2018 @ 03:03 pm	closed	Med	< 1 day
5620	jbelknap@ci.alamosa.co.us	Sophos		05-29-2018 @ 07:42 pm	05-30-2018 @ 10:07 am	closed	Med	< 1 day
5621	dvaughn@ci.alamosa.co.us	Windows Picture Viewer	city_council-5	05-30-2018 @ 09:10 am	05-30-2018 @ 10:07 am	closed	Med	< 1 day
5622	jbelknap@ci.alamosa.co.us	Summerfest		05-30-2018 @ 10:02 am	06-01-2018 @ 08:49 am	closed	Med	1 day
5623	dcordova@ci.alamosa.co.us	Wireless Mics/Sound system	pc1222	05-30-2018 @ 10:54 am	05-31-2018 @ 04:55 pm	closed	Med	1 day
5624	jwebb@ci.alamosa.co.us	For Channel 191	pc1184	05-30-2018 @ 01:47 pm	05-30-2018 @ 02:37 pm	closed	Med	< 1 day

City of Alamosa: All Tickets

List of all tickets (108 items)

Generated on Jun 08, 2018 @ 11:19 am

Ticket #	Created By(Email)	Summary	Related to	Create Date	Close Date	Status	Priority	Days Open
5625	jwebb@ci.alamosa.co.us	For Website	pc1184	05-30-2018 @ 01:56 pm	05-30-2018 @ 02:10 pm	closed	Med	< 1 day
5626	jwebb@ci.alamosa.co.us	For Channel 191	pc1184	05-30-2018 @ 02:35 pm	05-30-2018 @ 04:33 pm	closed	Med	< 1 day
5627	nvaldez@ci.alamosa.co.us	Jasmine	pc1193	05-30-2018 @ 03:03 pm	05-30-2018 @ 04:33 pm	closed	Med	< 1 day

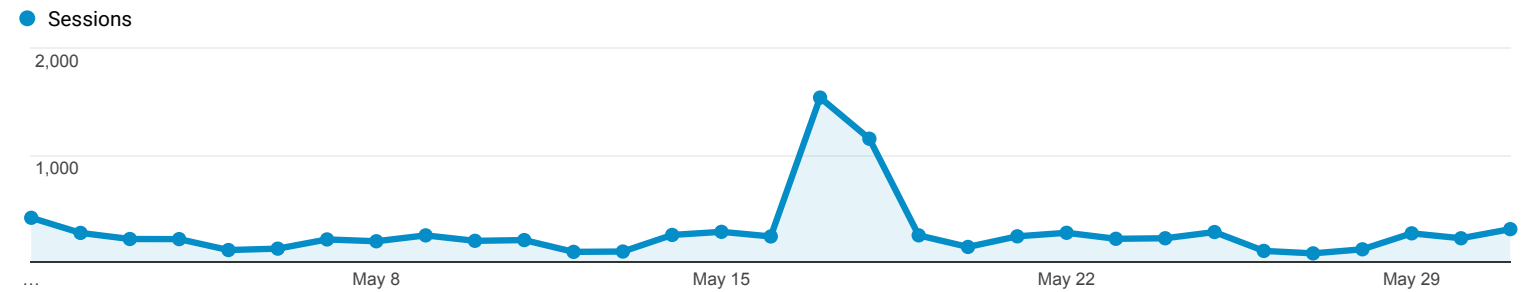


Audience Overview

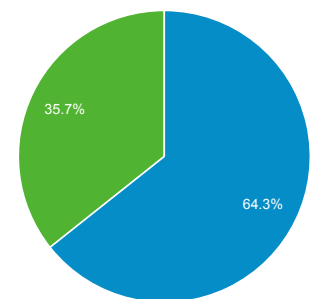
All Users
100.00% Sessions

May 1, 2018 - May 31, 2018

Overview



■ New Visitor ■ Returning Visitor



Language	Sessions	% Sessions
1. en-us	8,538	97.54%
2. c	56	0.64%
3. fr-fr	48	0.55%
4. fr	40	0.46%
5. en-gb	23	0.26%
6. ko	12	0.14%
7. de-de	6	0.07%
8. en	5	0.06%
9. en-ca	4	0.05%
10. en-au	3	0.03%

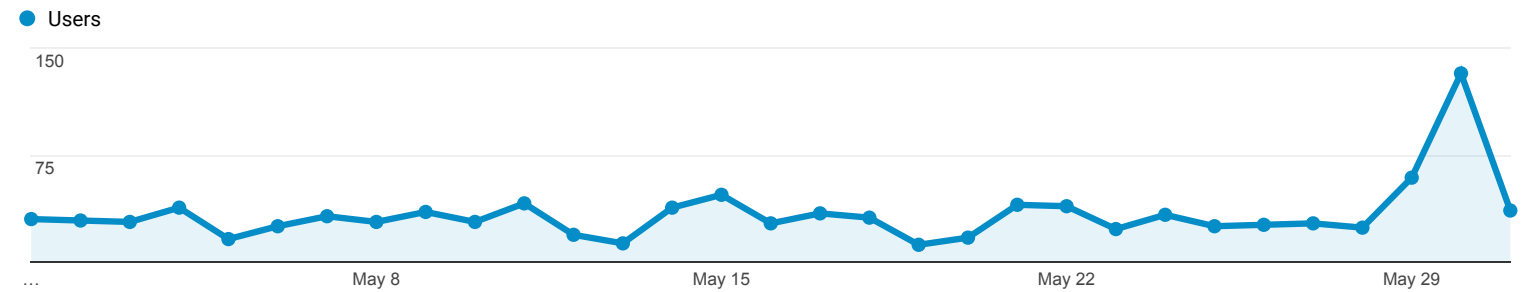


Audience Overview

All Users
100.00% Users

May 1, 2018 - May 31, 2018

Overview



Users
794

New Users
658

Sessions
1,117

Number of Sessions per User
1.41

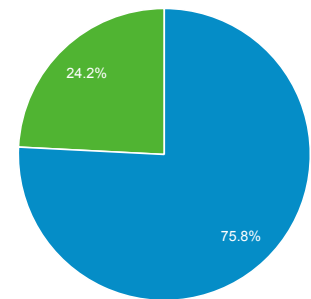
Pageviews
2,296

Pages / Session
2.06

Avg. Session Duration
00:01:22

Bounce Rate
63.38%

■ New Visitor ■ Returning Visitor



Language		Users	% Users
1.	en-us	770	96.98%
2.	en-gb	6	0.76%
3.	en	3	0.38%
4.	es-419	2	0.25%
5.	es-es	2	0.25%
6.	fi-fi	2	0.25%
7.	fr	2	0.25%
8.	de-de	1	0.13%
9.	en-ca	1	0.13%
10.	es	1	0.13%



Device Activity Report

Report Generation Info

Date Created:06/08/2018 11:17 AM

Created By:jbelknap

Machine Name:PC1156

	Total		Collision		Continuation		Lights		None		Record Button		Vehicle Speed		VuLink		Wireless Microphone	
Total	1149	100%	1	0%	36	3%	382	33%	1	0%	622	54%	4	0%	102	9%	1	0%

Device Name	Total		Collision		Continuation		Lights		None		Record Button		Vehicle Speed		VuLink		Wireless Microphone	
Bodycam Unit 10	109	9%	0	0%	1	1%	0	0%	0	0%	101	93%	0	0%	7	6%	0	0%
Car Unit 10	106	9%	0	0%	0	0%	93	88%	0	0%	10	9%	0	0%	3	3%	0	0%
Bodycam Unit 3	103	9%	0	0%	3	3%	0	0%	1	1%	75	73%	0	0%	24	23%	0	0%
Car Unit 3	79	7%	0	0%	0	0%	40	51%	0	0%	22	28%	0	0%	16	20%	1	1%
Bodycam Spare	71	6%	0	0%	4	6%	0	0%	0	0%	67	94%	0	0%	0	0%	0	0%
Car Unit 25	54	5%	0	0%	0	0%	52	96%	0	0%	2	4%	0	0%	0	0%	0	0%
Car Unit 17	46	4%	0	0%	1	2%	20	43%	0	0%	6	13%	2	4%	17	37%	0	0%
Bodycam Unit 17	45	4%	0	0%	4	9%	0	0%	0	0%	16	36%	0	0%	25	56%	0	0%
Bodycam Unit 11	37	3%	0	0%	1	3%	0	0%	0	0%	33	89%	0	0%	3	8%	0	0%
Car Unit 4	34	3%	0	0%	0	0%	34	100%	0	0%	0	0%	0	0%	0	0%	0	0%
Bodycam Unit 25	33	3%	0	0%	1	3%	0	0%	0	0%	32	97%	0	0%	0	0%	0	0%
Bodycam Unit 65	32	3%	0	0%	0	0%	0	0%	0	0%	32	100%	0	0%	0	0%	0	0%
Bodycam Unit 21	32	3%	0	0%	2	6%	0	0%	0	0%	30	94%	0	0%	0	0%	0	0%
Bodycam Unit 63	32	3%	0	0%	0	0%	0	0%	0	0%	32	100%	0	0%	0	0%	0	0%
Car Unit 2	32	3%	0	0%	1	3%	29	91%	0	0%	2	6%	0	0%	0	0%	0	0%
Bodycam Unit 12	28	2%	0	0%	0	0%	0	0%	0	0%	28	100%	0	0%	0	0%	0	0%
Car Unit 19	23	2%	0	0%	0	0%	12	52%	0	0%	11	48%	0	0%	0	0%	0	0%
Bodycam Unit 20	21	2%	0	0%	0	0%	0	0%	0	0%	21	100%	0	0%	0	0%	0	0%
Car Unit 5	20	2%	0	0%	0	0%	17	85%	0	0%	3	15%	0	0%	0	0%	0	0%
Bodycam Unit 2	19	2%	0	0%	1	5%	0	0%	0	0%	18	95%	0	0%	0	0%	0	0%
Bodycam Unit 23	18	2%	0	0%	13	72%	0	0%	0	0%	5	28%	0	0%	0	0%	0	0%
Car Unit 63	15	1%	0	0%	0	0%	13	87%	0	0%	2	13%	0	0%	0	0%	0	0%
Bodycam Unit 7	15	1%	0	0%	0	0%	0	0%	0	0%	15	100%	0	0%	0	0%	0	0%
Car Unit 21	15	1%	1	7%	1	7%	13	87%	0	0%	0	0%	0	0%	0	0%	0	0%
Car Unit 7 [INACTIVE]	14	1%	0	0%	0	0%	11	79%	0	0%	3	21%	0	0%	0	0%	0	0%
Car Unit 8	13	1%	0	0%	0	0%	9	69%	0	0%	2	15%	2	15%	0	0%	0	0%
Car Unit 24	12	1%	0	0%	0	0%	12	100%	0	0%	0	0%	0	0%	0	0%	0	0%
Bodycam Unit 16	12	1%	0	0%	0	0%	0	0%	0	0%	10	83%	0	0%	2	17%	0	0%
Bodycam Unit 18	12	1%	0	0%	1	8%	0	0%	0	0%	11	92%	0	0%	0	0%	0	0%
Car Unit T2-20	11	1%	0	0%	0	0%	9	82%	0	0%	2	18%	0	0%	0	0%	0	0%
Bodycam Unit 8	10	1%	0	0%	1	10%	0	0%	0	0%	9	90%	0	0%	0	0%	0	0%
Bodycam Unit 19	9	1%	0	0%	1	11%	0	0%	0	0%	8	89%	0	0%	0	0%	0	0%
Car Unit 6	7	1%	0	0%	0	0%	6	86%	0	0%	1	14%	0	0%	0	0%	0	0%

Device Name	Total		Collision		Continuation		Lights		None		Record Button		Vehicle Speed		VuLink		Wireless Microphone	
Car Unit 15	7	1%	0	0%	0	0%	6	86%	0	0%	1	14%	0	0%	0	0%	0	0%
Bodycam Unit 24	5	0%	0	0%	0	0%	0	0%	0	0%	1	20%	0	0%	4	80%	0	0%
Bodycam Unit 4	4	0%	0	0%	0	0%	0	0%	0	0%	4	100%	0	0%	0	0%	0	0%
Bodycam Unit 15	3	0%	0	0%	0	0%	0	0%	0	0%	3	100%	0	0%	0	0%	0	0%
Car Unit 16	3	0%	0	0%	0	0%	2	67%	0	0%	0	0%	0	0%	1	33%	0	0%
Bodycam Unit 14	3	0%	0	0%	0	0%	0	0%	0	0%	3	100%	0	0%	0	0%	0	0%
Car Unit 12	2	0%	0	0%	0	0%	2	100%	0	0%	0	0%	0	0%	0	0%	0	0%
Car Unit 14	1	0%	0	0%	0	0%	1	100%	0	0%	0	0%	0	0%	0	0%	0	0%
Car Unit 9	1	0%	0	0%	0	0%	1	100%	0	0%	0	0%	0	0%	0	0%	0	0%
Bodycam Unit 9	1	0%	0	0%	0	0%	0	0%	0	0%	1	100%	0	0%	0	0%	0	0%

**City Clerk/Municipal Court
Monthly Report
May 2018**

Prepared and distributed 8 birthday cards.

Liquor:

- Liquor License Renewals:
 - o Nino's
 - o Society Hall
- Liquor License Inspections:
 - o Wal-Mart
 - o Society Hall
 - o Calvillo's Liquor
 - o May-Wa
 - o Wize Apples
 - o Nino's
- Special Events Permits:
 - o Christian Community Service Projects
 - o American Legion x 2
 - o San Luis Valley Arts and Entertainment

Municipal Court:

- Met with Judge McDonald regarding Court Schedule.
- Met with ATC (Advantage Treatment Centers)
- Met with Alamosa County Jail and Ben Gibbons regarding CCTV/Counsel for Defendants

Records:

- Met with Records Structure Subcommittee.

Training:

- Conference call with Leadership Coach.
- Attended Leadership on the Ground training.
- Attended Tyler Connect Conference.

Other:

- Attended bi-weekly meetings with Mayor and City Manager.
- Attended weekly Leadership Team meetings.
- Attended Regular Council meetings and Work Sessions.
- Attended LEAD group meeting.
- Met with Councilor Griego and Councilor Daniel for Evaluation.
- Attending Nursing Home Week Proclamations.

Report For May

1, 2018 Thru May

31, 2018

PDRPT

PD Case No.	Date Issued	Defendant	Citation#	
15-2592	11/24/2015	SALAZAR, JESSE RAY	75532	01
		THEFT UNDER \$100		
		DISMISSED BY PROSECUTOR	5/17/2018	
		PD 4256 RUSSELL, JASON		
16-1798	7/29/2016	WRIGHT, TAMMY SUE	76964	01
		THEFT UNDER \$100		
		DOCKET CLOSED	5/05/2018	
		PD 5190 PICHON, BRENDAN		
16-1801	7/29/2016	WRIGHT, TAMMY SUE	77063	01
		THEFT UNDER \$100		
		DOCKET CLOSED	5/05/2018	
		PD 7482 GARCIA, IVAN		
16-1991	8/22/2016	SALAZAR, JOHNNY VIDAL	76982	01
		THEFT UNDER \$50		
		DOCKET CLOSED	5/16/2018	
		PD 0043 DECKER, ZACHARY		
17-0043	1/06/2017	SALAZAR, JOHNNY VIDAL	77086	01
		THEFT UNDER \$50		
		DOCKET CLOSED	5/16/2018	
		PD 7482 GARCIA, IVAN		
17-0047	1/07/2017	SALAZAR, JOHNNY VIDAL	77770	01
		DISTURBING THE PEACE		
		DOCKET CLOSED	5/16/2018	
		PD 4153 DORDAN, ORLANDO		
17-0182	1/24/2017	SALAZAR, JOHNNY VIDAL	77922	01
		THEFT BETWEEN \$50-\$299		
		DOCKET CLOSED	5/16/2018	
		PD 1777 VASQUEZ, JOHN		
17-1025	4/28/2017	SANCHEZ, VICTORIA ANN	78195	01
		THEFT UNDER \$50		
		DOCKET CLOSED	5/08/2018	
		PD 4985 KHOKETKHAM, DOMINIC		
17-1651	7/09/2017	SANCHEZ, VICTORIA ANN	78698	01
		THEFT UNDER \$50		
		DOCKET CLOSED	5/08/2018	
		PD 3746 GARCIA, AMBER		

Report For May

1, 2018 Thru May

31, 2018

PDRPT

PD Case No.	Date Issued	Defendant	Citation#
17-3057	12/04/2017	SALAZAR, KLYNNE LEIGH INJURY TO PROPERTY DISMISSED BY PROSECUTOR PD 4349 COOPER, BRIAN	J E010578 01 5/17/2018
18-0082	1/11/2018	DELUNA, RICKY THEFT UNDER \$50 DISMISSED BY PROSECUTOR PD 4153 DORDAN, ORLANDO	E005515 01 5/16/2018
18-0110	4/25/2018	VOLLMAR, AMBER LYNNEY FOLLOWING TO CLOSELY DOCKET CLOSED PD 6679 SPANGLER, JOEY	E002097 01 5/03/2018
18-0124	5/04/2018	WILLETT, FRANCES LORRAINE FAIL TO YIELD AT STOP SIGN DOCKET CLOSED PD 5700 BERTSCH, BRANDON	E008040 01 5/24/2018
18-0144	5/19/2018	BRADSHAW, LAUREN ALLENE UNSAFE LANE CHANGE DOCKET CLOSED PD 5700 BERTSCH, BRANDON	M E002105 01 5/24/2018
18-0247	2/02/2018	ABEITA, KAZANDRA JEAN LICENSE REQUIRED DOCKET CLOSED PD 2637 CERNY, ZACH	E009020 02 5/07/2018
18-0247	2/02/2018	ABEITA, KAZANDRA JEAN VACCINATION REQUIRED DOCKET CLOSED PD 2637 CERNY, ZACH	E009020 03 5/07/2018
18-0314	2/10/2018	CHAVEZ, IVIN JAKE UNDERAGE CONSUMPTION/POSSESSION DISMISSED BY PROSECUTOR PD 0546 LOPEZ, EVAN	M E007025 02 5/17/2018
18-0398	2/20/2018	BARBER, DAKOTA ALLEN HARASSMENT DISMISSED BY PROSECUTOR PD 3746 GARCIA, AMBER	M E005519 01 5/17/2018

Report For May

1, 2018 Thru May

31, 2018

PDRPT

PD Case No.	Date Issued	Defendant	Citation#
18-0618	3/24/2018	AVILA, JOSE ABRAM	E004546 01
		THEFT UNDER \$50	
		DOCKET CLOSED	5/07/2018
		PD 5282 KINDSCHUH, TATE	
ACC# 18-01	4/20/2018	CASTELLON, EDUARDO	E002544 01
		IMPROPER TURN	
		DOCKET CLOSED	5/10/2018
		PD 7583 GUADERRAMA, EIDY	
ACC18-0087	3/30/2018	ARCHULETA, MARIELA SOFIA	J E002530 01
		CARELESS DRIVING	
		DOCKET CLOSED	5/01/2018
		PD 0546 LOPEZ, EVAN	
ACC18-0123	5/02/2018	VIALPANDO, VICTORIA ROSE	J E009615 01
		FAIL TO YIELD AT STOP SIGN	
		DOCKET CLOSED	5/25/2018
		PD 3746 GARCIA, AMBER	
ACT 18-013	5/11/2018	SISNEROS, SAVANNAH ROSE	M E009041 01
		FAIL TO YIELD AT STOP SIGN	
		DOCKET CLOSED	5/15/2018
		PD 4985 KHOKETKHAM, DOMINIC	

Total Cases:

23

HUMAN RESOURCES MONTHLY REPORT

May 2018

New Employees:

Jessica Lee	Sports Official	Parks and Rec
Kolten Hillis	Sports Official	Parks and Rec
Caden Alonzo	Sports Official	Parks and Rec
Duncan McWhirter	Maint Worker I Seasonal	Parks and Rec
Jonatan Garcia	Maint Worker I Seasonal	Parks and Rec
Kevin Gutierrez	Maint Worker I Seasonal	Parks and Rec
Kyle Freel	Maint Worker I Seasonal	Parks and Rec
Hubert Price	Maint Worker I Seasonal	Parks and Rec
Dalton Carleo	Maint Worker I Seasonal	Parks and Rec
Cole Smith	WWW Tech I Full Time	Water Department
Krystina Morgan	Season Recreational Specialist I	Parks and Rec
Taylor Hogan	Sports Official	Parks and Rec
Jessica Herron	Cashier (also an Intern)	Parks and Rec
Makenna Canty	Cashier/CSR	Parks and Rec
Jasmine Espinoza	Administrative Assistant	Public Works

Exiting Employees:

Becky Steenburg	Children's Librarian	Parks, Rec, and Library
Dave Jessen	Year Round PT Maint Worker I	Parks and Rec

Workers Compensation:

Alamosa Police Department

May 2018 Month End Report

Part 1 Crime Category	Mar-18	Apr-18	May-18	May-17	Raw # Change	Year to Date
Part 1 Violent Crimes						
Homicide	0	0	0	0	0	0
Sexual Assaults	0	0	2	2	0	6
Robbery	0	0	0	1	-1	5
Aggravated Assault	2	3	1	7	-6	6
Total Violent Crimes	2	3	3	10	-7	17
Part 1 Property Crimes						
Burglary	5	8	6	8	-2	38
Larceny	45	27	37	55	-18	202
Vehicle Theft	0	0	6	1	5	9
Total Property Crimes	50	35	49	64	-15	249
Total Part 1 Crimes	52	38	52	74	-22	266
Miscellaneous Offenses						
Domestic Violence	8	4	3	11	-8	30
Simple Assault	2	3	3	9	-6	19
Drug Related	7	10	10	11	-1	38
Liquor Laws	2	5	2	1	1	14
Harassment	4	12	7	9	-2	44
DUI/DWAI/DUID	9	3	6	9	-3	29
Arson	1	0	0	1	-1	4
Traffic Related						
Traffic Accidents	27	32	35	38	-3	153
Fatal	0	0	0	0	0	0
Injury	1	5	8	7	1	22
Property Damage	26	27	27	31	-4	131
Community Service Ofc						
Dogs picked up	9	9	6	8	-2	35
Animal Bites	5	1	0	4	-4	8
Barking Dog Complaints	4	0	0	4	-4	5
Wildlife Calls	9	7	4	8	-4	32
Weed/Trash Removal	1	0	1	49	-48	3
Snow Removal	0	0	0	0	0	1
Junk Vehicles	1	0	0	0	0	1
Abandoned Vehicles	6	1	4	11	-7	19
Summons Issued	18	12	1	2	-1	48
Calls for Service	157	120	102	147	-45	609

Submitted by: Duane Oakes, Chief of Police



CREATING COMMUNITY THROUGH PEOPLE, PARKS, AND PROGRAMS

PARKS/CEMETERY

- **Cemetery Activities**

	<u>May</u>	<u>Total 2018</u>	<u>Total 2017</u>
Graves opened & closed	2	21	24
Graves set up services	2	21	24
Graves raised to grade	39	56	50
Cemetery single spaces sold	1	21	18
Stones leveled	30	37	21
Columbarium Niches sold	0	0	1
Disinterment	0	0	0

- **Tree Related Activities**

	<u>May</u>	<u>Total 2018</u>	<u>Total 2017</u>
Trees Pruned/Trimmed	42	81	17
Tress Planted	18	18	23
Trees Removed	7	11	7
Trees Moved	0	0	0

- **Park Activities**

Worked accomplished:

- Parks
 - Weekly check and maintenance of play equipment; get playground log and spraying log up to date and turn in
 - Daily trash pickup of parks, cemetery, and ranch
 - Fix broken sprinklers (parks & cemetery), fertilize, and spray weeds
 - Repair split rail fences and install two new trash cans
 - Water all trees, mow and trim parks and cemetery
 - Park permits
- Carroll
 - Line soccer fields and move goals
- Cole
 - Check electrical and charge hydrants
- Lee Fields
 - Work on Lee #2 infield and add infield mix
 - Take sod out for Kaboom
- Other
 - Funerals and grave digging, locates for public and stone setters, raise graves and level head stones, mow and trim, and work on cemetery records
 - Get cemetery ready for Memorial Day and do a cemetery clean up
 - Sod cemetery graves, fertilize some sections, plant flowers, and plant trees
 - Raise and lower flags

- Plant Alamosa sign flowers
- Move gym equipment
- Water all new flowers and get all beds ready
- Paint old stage, new top on new stage, replace lights and sockets on stage
- Stage set ups in parks
- Attend wild land fire workshop
- Booth painting and set up for Summer Fest
- Adjust run times on sprinkler clocks
- Mow and trim all small lawns
- Help with Track Meet

Spring/Summer Activities Guide

Check out our activities guide for all the upcoming spring and summer events and programs. Our Facebook page - City of Alamosa Activities - is another great way to be informed of updates.

SPORTS & ACTIVITIES

Adult Sports

- **Adult Softball:** Team registration for adult softball closed on April 23rd and player registration is now open for \$30/player. Players must have played in at least three separate regular season games (at least one inning in each game) to be eligible to play in tournament games that will take place in July.

Youth Sports

- **Youth Football:** There are only a few spots left in the 5th-6th grade division for a late fee of \$125/participant with a \$10 multiple child discount, if they live in the same household. Parents now have the option to sign up at the Recreation Center or online, provided that they fill out the forms and email them to the instructor of the program. Late registration will run from June 2nd-July 1st or until all spots are filled.
- **Youth Baseball/Softball:** Most of the divisions are now full and practices have begun. The first games will started the week of June 4th and continue through July.
- **Youth Gymnastics:** Registration for the second session is now open for ages 3-11 for \$25. Session II will be from July 23rd-August 2nd and registration will proceed until classes are full.
- **Basketball Fundamentals:** Registration is open for ages 7-15 for \$40/participant. The course was pushed back a week due to the gym floor maintenance and will run from June 12th-July 31st. A mandatory parent orientation will take place on June 11th at 6pm at the Recreation Center.
- **Youth Art:**
 - Registration for Youth Art Explores is now open for ages 5-16 for \$20/participant. Session II: June 18-27, and Session III: July 9-18.
 - Registration for Youth Drawing and Painting is open for ages 5-16 for \$20/participant. Session II: June 18-27, and Session III: July 9-18.
 - Registration for Youth Pottery/Ceramics is open for ages 6-16 for \$25/participant. Session II: July 10-19.
- **Youth Tennis:** Registration is now open for ages 6-16 for \$25. Session II: July 13-August 8. Both sessions were pushed back a week to accommodate our instructors.
- **Junior Golf:** Cattails Golf Course has opened registration for Junior Golf. Prices are \$30/participant and the course will run from June 5-July 12th. Children 10 & under will attend on

Tuesdays while ages 11-19 will go on Thursdays. The beginner class will be at 8am and the advanced at 9am. Contact Cattails Golf Course at 589-9515 for details.

Rec Center Summer Hours

Monday – Thursday: 6am – 9pm

Friday: 6am – 6pm

Saturday: 7am – 3pm

Sunday: CLOSED

Upcoming Rec Center closures

- Independence Day-July 4th

Rec Center Revenue

	May	April	March	February	January
Courses	\$26,678.00	\$20,915.00	\$10,823.00	\$9,245.00	\$6,469.00
Facility Rentals	\$1,625.00	\$1,380.00	\$1,670.00	\$185.00	\$1,010.00
Membership	\$5,5151.92	\$5,562.49	\$5,474.80	\$6,531.96	\$7,380.10
Merchandise	\$4,282.61	\$6,154.17	\$14,341.63	\$24,449.69	\$7,396.81
	\$37,737.53	\$34,011.66	\$32,309.43	\$40,411.65	\$22,255.91

Rec Center Door Count

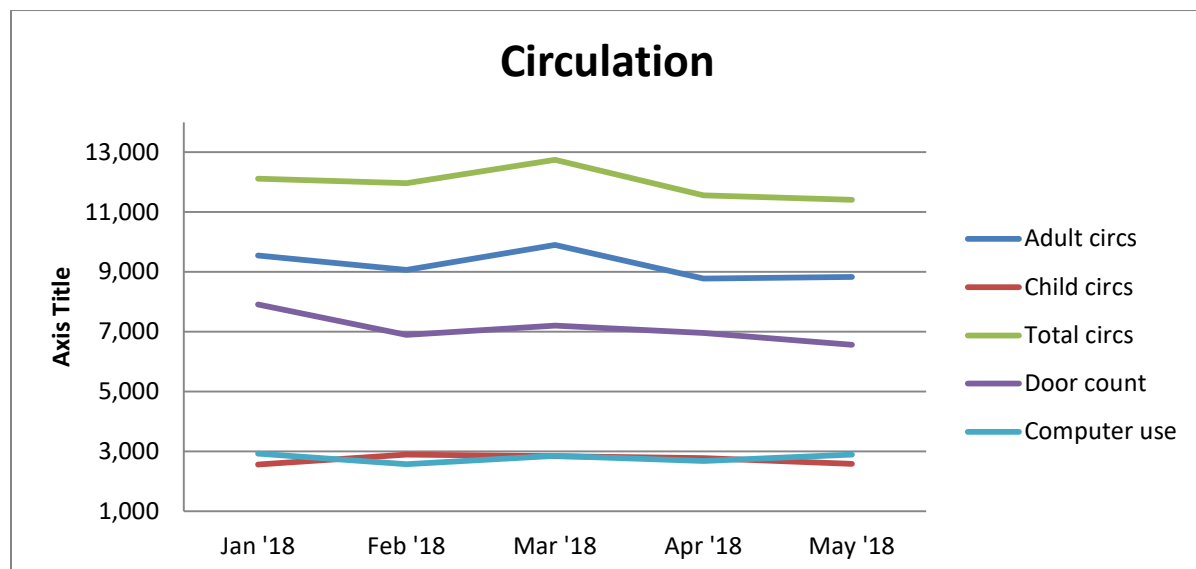
January 2017	29,114	January 2018	36,068
February 2017	22,218	February 2018	22,859
March 2017	16,985	March 2018	21,848
April 2017	11,967	April 2018	17,721
May 2017	14,574	May 2018	15,810
June 2017	24,041		
July 2017	16,384		
August 2017	13,277		
September 2017	13,665		
October 2017	17,111		
November 2017	21,042		
December 2017	<u>19,654</u>		
Average per Month:	16,669	Average per Month:	22,861

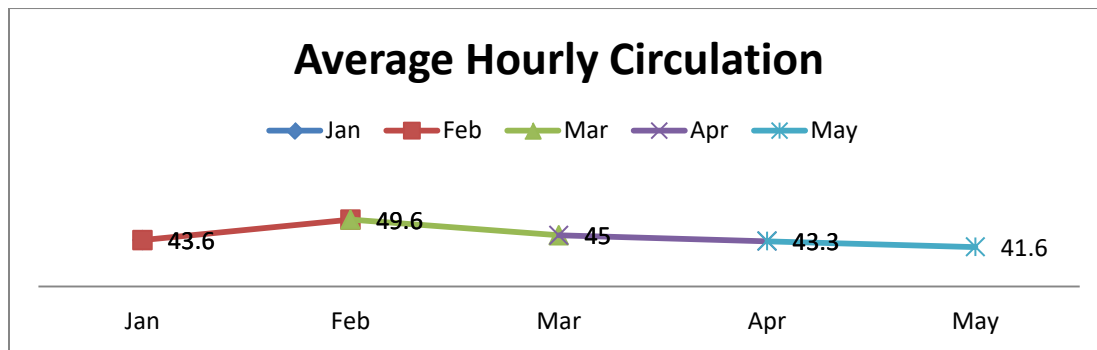
Library Manager Report – May 2018

Library Stats

Website Counter					
	May	April	March	February	January
Pageviews	2,296	2,107	2,399	2,123	2,487
Sessions	1,117	958	1,096	945	1,203
1 st Time Visitors	658	367	523	444	608
Returning Visitors	136	213	145	137	139

MONTHLY STATISTICS SUMMARY					
	May	April	March	February	January
Adult Circs	8,827	8,777	9,900	9,063	9,551
Child Circs	2,584	2,777	2,846	2,896	2,566
Total Circs	11,411	11,554	12,746	11,959	12,117
Hours Open	274	267	283	241	278
Circs per hour	41.6	43.3	45.0	49.6	43.6
CLC Circs	2,030	2,011	2,102	2,063	1,939
Door Count	6,560	6,959	7,203	6,892	7,915
Computer Use	2,892	2,679	2,857	2,578	2,923
Aspen e-books	160	162	167	162	198
TumbleBooks	2	16	8	5	17
FindIT CO Queries	65	24	24	34	0





Collection Development:

May: Staff added 356 new materials to the library collection: 206 books, 65 magazines, 23 audiobooks, and 62 DVDs. This process includes purchasing, cataloging, and material processing. 204 items were discarded.

Staff announcements.

May: Volunteers: We had a total of 75.5 volunteer hours this month. Patty Campbell and Leroy Espinoza, our faithful volunteers, work in the staff room doing miscellaneous jobs. We have a new Senior, Jane Northrip, working/training with us through SER National. Jane worked 60 hours with us.

Since July 2003, SER National has been funded by the U.S. Department of Labor (DOL) to operate the Senior Community Service Employment Program (SCSEP) focusing on the training and employment needs of the mature worker. SER currently serves over 3,500 participants in over 250 counties in 6 states. SER SCSEP, in its fourteenth year of operation, is administered in the following states: California, Colorado, Kansas, Missouri, Texas, and Wisconsin.

Participants in the SER SCSEP come from all walks of life, have diverse work experiences and possess various levels of education. SER partners with local non-profit organizations (host agencies) to provide participants with training opportunities to update their skills. SER SCSEP has been successful in placing individuals in full and part-time jobs which benefit them economically and socially.

SCSEP is a community service and work based training program for older workers. Authorized by the Older Americans Act, the program provides subsidized, service-based training for low-income persons 55 or older who are unemployed and have poor employment prospects.

Community Involvement



- **May:** Fourth Moose reading day – 9 children read to MOOSE. This is the last session in this series.



- Of 16 Storytime To Go Kits, we have had 86 checkouts between August 2017 and May 2018.



- **May:** There are now 52 children signed up for our Planting Seeds, 1,000 books program. In this program, as each child reads 100 books, they receive 1 free book. Two children/parents have completed the program.



- **May:** Family, Friends and Neighbors program (FFN) is showing 20 caregivers signed up and all received Early Literacy Kits containing EL books, music, toys. The Kits were provided by the Growing Readers Together Grant.



- **May:** The organization formerly known as La Llave is now called Parents as Teachers (PAT), and is housed in the offices of the Early Childhood Council. Parents as Teachers provide home visiting and group connection, parenting skills focus, for pregnant women and their children until their 3rd birthday. We hosted a PAT family night May 23, 2018. 14 children and 8 adults attended.



- **May:** Movie Night “A Wrinkle in Time” We had 32 attend the showing May 11, 2018. This was the original 2004 version.



- The local Fiber group met in the Story Room. Usual attendance is 10-15 fiber enthusiasts. The group knits, weaves, spins, and crafts all things fiber. They share and teach each other new techniques and ideas. Planning for charity projects or events is also done at these meetings. The next meeting will be June 13, 2018. We welcome anyone interested in any type of fiber arts.



- Nancy Wilkie, a physical therapist working with Blue Peaks Early Intervention Program, meets in the library to meet with parents and their children in the program (birth to age 3) because the library provides a safe environment when they cannot meet with them in their homes and also introduces them to the value of a community library.

Blue Peaks Developmental Services provides service coordination for children who have or are at risk for developmental disabilities through several programs. Early Intervention Services can include therapies, assistive technology devices, family training and counseling, health services and social work services. The Children's Extensive Support program serves children with significant medical and/or behavioral needs and provides intensive supports that enable a parent to keep their child at home. The Family Support Services program assists families with costs beyond those normally experienced by other families without children with disabilities, and helps families avoid or delay costly out of home placements.



- Children's Garden day care center has been utilizing the Story room on early release Wednesdays for their school age group to occupy their time after school. They come in and use some of our building blocks and other manipulatives as well as read books.



- The Historic Preservation Advisory Committee meets the second Tuesday each month in the Local History Room.
- The People First group, persons with disabilities in the San Luis Valley, meets weekly, Sunday afternoons, in our Local History room. They have published an informative book about their organization, "The Important Things".



- **May:** 257 children and parents attended the Tuesday & Friday morning Storytimes. We had special visits from the Guadalupe Elementary Antonito and the Trinity Luthern School.
- **SLV Playdates** – Lisa Clark, a library and storytime patron, is heading up a group called SLV Playdates. She saw a need within the group for an infant "Tummy Time" style meeting place, and requested to use the story room on a regular basis for this group of parents and infants to meet. The parents connect with one another and their babies for an hour. They are coming weekly on Mondays at 11:00 a.m..



- **May:** San Luis Valley Origami workshop at the library was April 28, 2018 with 11 participants. The next workshop is scheduled for June 9, 2018.



•

7 Little Free Libraries in Alamosa are sponsored by the Alamosa Public Library and the Friends of the Library. Each of these has different stewards that maintain the structure and keep them supplied with books, donated by Friends of the Library.

Alamosa has one other Little Free Library in Alamosa, sponsored and stewarded by the Wilner family. There is also one in Mosca at the 'Pit Stop', sponsored and stewarded by Jenene Holcomb from the Sangre DeCristo School and the owner of the Pit Stop.

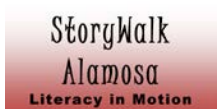
May: Stewardship for LFL at: Food Bank – WCC added 80 books; **La Puente** – FOL (Friends of the Library) refilled with 20 books; **Zapata Park** –Jan Oen & Don Thompson refilled with 20 books; **Senior Center** – KREBS 0 books; **Nancy Cutters Office** (Optimist) – no changes; **SLV Immigrant Resource Center** (Optimist) – no changes; **Cole Park** (library staff) we refilled with 15 books.



Friends of Alamosa Public Library

May:

- Friend's meeting was May 15, 2018. Next scheduled meeting is June 19, 2018
- The first book sale for 2018 was May 5, 2018. Total sales: \$800.
- Craft day: Repurpose library journal making was on May 20, 2018. We are learning to make lamps with old books as the base.
- Membership of Friends of the Library is now at 52 members.
- At the May 15th meeting Friends gathered to organize the book sale for June 1-2, 2018 and to make plans for 'Repurpose Library' craft day for May. Plans were made to purchase software and equipment to be able to create the 10th edition of "Messages from the Hidden Lake". Ideas for book bike events was discussed.



- At that meeting Friends of the Library voted to become the sponsors for the StoryWalk in Cole Park. The Director of the Alamosa Literacy Council is leaving Alamosa and the Council decided to find sponsors for the project that was created in 2016.

Monthly Overview – Well, the torch has been passed, and I am working hard not to set anything on fire! Ms. Becky had her last day on May 4th, and while there has been a learning curve without her, I'm settling in as Children's Librarian thanks to her prep work and guidance. I couldn't have hoped for a more patient and supportive team of co-workers, and I feel quite welcome here.



Storytime – There were six storytime sessions held in May, with two weeks at the end of the month reserved for Summer Reading preparations. Though I LOVE preparing for and performing storytime sessions, I have been grateful these last two weeks for the extra time to devote to all that Summer Reading entails!

Date	Rhythm & Rhyme	Fun and Fantasy	Total
5/1/18	24k, 18a	--	42
5/4/18	18k, 14a; 32t	18k, 10a; 28t	60
5/8/18	14k, 11a	--	25
5/11/18	15k, 10a; 25t	17k, 9a; 26t	51
5/15/18	10k, 7a	--	17
5/18/18	22k, 15a; 37t	15k, 10a; 25t	62
TOTAL			257

Special Events

DATE	EVENT	PARTICIPATION
5/5/18	GRT Family Saturdays – "Transportation"	6k, 5a; 11t
5/7/18	SLV Playdates	3k, 3a; 6t
5/9/18	Guadalupe Elem. Antonito – tour & storytime	24k, 10a; 34t
5/10/18	Trinity Lutheran school visit – tour & storytime	7k, 1a; 8t
5/14/18	SLV Playdates	2k, 2a; 5t
5/23/18	Parents as Teachers – family storytime event	14k, 8a; 22t
TOTAL		86

Total Children's Services Visits for April **343**

SLV Playdates – Lisa Clark, a library and storytime patron, is heading up a group called SLV Playdates. She saw a need within the group for an infant "Tummy Time" style meeting place, and requested to use the story room on a regular basis for this group of parents and infants to meet. We agreed to Mondays at 11:00 a.m. I arranged and labeled age-appropriate materials in one cabinet for this group to use when they meet. My role on Mondays is to unlock the story room for Lisa, put some music on, and open the cabinet. I check in with the group and count their attendees, but do not run a storytime session. The parents connect with one another and their babies for an hour.

La Llave = Parents as Teachers – The organization formerly known as La Llave is now called Parents as Teachers, and is housed in the offices of the Early Childhood Council. We had our first Parents as Teachers family event on Wednesday, May 23rd from 6 to 8. I used the “Transportation” themed storytime from GRT Family Saturdays and set up five activities around the room, each focusing on one of the five early literacy practices (CLEL). I met Sylvia, Esther, and Jeff who work as parent educators. They were kind, informative, and energetic. They brought dinner for their families and helped me get everything cleaned up and put away, including tables, chairs, and my own storytime supplies! I would be happy to host another family night for Parents as Teachers. See photos below.



Growing Readers Together:

- I received a call from Joan Deming at Clayton Early Learning, who is partnered with the Department of Education on GRT. She sent me electronic versions of both a brief survey for any attendees of a GRT family event and the longer FFN survey (that Becky dispensed to FFN already). I have agreed to provide the short surveys at our next GRT Family Saturday.
- FFN – We have 20 FFN. Not all are currently active. I have yet to connect with this group as a whole, and plan to start calling our current FFN to update our list after Summer Reading gets rolling!
- Planting Seeds – We have 52 kids in our program to date
- Family Saturdays –May’s theme was “Transportation.” We did fun themed activities with the 5 practices: talk, read, sing, write, and play. See photos below.



Summer Reading – What an adventure! Becky did so much legwork before I even came on board, so Summer Reading Program (SRP) planning and scheduling was well on its way to completion when I started. I was able to book CU Sciences “Polar Connections” for one Wednesday event time that was not booked, and Cathy and I have been hard at work getting all of the instrument-making materials acquired and prepped for our Kick Off event. Creating the necessary visuals for SRP has been

challenging and fun! I'm happy with how things have come out, and I hope they provide the necessary information for our patrons.



2018 Summer Reading Program

Join us Wednesdays at 10 at Alamosa Library for fun family

June 6 - Libraries Rock! Kick-Off Event

Let's fill the library with the sound of music!
We can help you get registered online for our Summer Reading program, and then you can move to instrument-making stations in the library!



June 13 - Science of Sound with Science Matters

Come explore the science of sound and play with sound waves!
Explore science through toys like the humming harmonica, Pipe Orchestra, tuning forks and more!

June 20 - "Be All You Can Be" with Michael Casey

"My goal is to inspire others to look at obstacles as stepping stones. To both inspire and motivate with my unique brand of COMEDY mixed with MAGIC and MUSIC, making a direct connection that will hit all the right notes." - MC



June 27 - "Polar Connections" with CU Science Discovery

Know why libraries rock? Because they have "cool" programming! Come learn about polar wildlife, climate, geography, and what it's like to live in this extreme environment!

July 11 - Purly Gates, Musician

Join Purly Gates as she presents sing-along songs about reading and the library ... for ALL AGES!



July 18 - "Boogie Woogie Bunnies" with Ann Lincoln

Ann Lincoln presents... Boogie Woogie Bunnies: a Comedy, Magic & Juggling Show! The library is going to ROCK when Ann's magic animals have a dance party!

July 25 - Steve Weeks' World of Music

Come join national family music performer Steve Weeks for an interactive family romp filled with music, humor and games as he performs his hit songs. Come prepared to laugh. Come prepared to sing... and bring those dancing shoes!



Aug. 1 - Libraries Rock! Music Party

Bring any instruments you've made (including air guitars) over the summer and LET'S ROCK! We'll play our Community Composition we've been creating together and round out a rockin' summer of reading!

For more information, call 589-6592

Register online at alamosa.readingrecord.net



I have also reached out to local businesses in Alamosa to begin to create a network of Community Partners for SRP. They will participate in our Read for Beads incentive aspect of SRP by having music note cards for registered readers to ask for when they patron these partners. The music notes can be traded in for an extra bead at the library. I will be able to track how many returned note cards we have from each business at the end of the summer as proof to our partners that reciprocal promotion works! Perhaps next year, they will want to donate prizes for our door prize cache! Lolly's and Birdie's have already offered gift cards for prizes. All of the business owners were very receptive and want to know how they can continue to promote early literacy in our community, so I'm excited to continue to find ways to help them be a part of our programming.

Community Partners for SRP 2018:

- Lightshine Music
- Nestle Toll House Café
- Alamosa Home
- Birdie's Boutique
- Lolly's Sweets Shoppe

We also received a donation of paint sticks from Sherwin Williams to use for our guitar craft!

General Librarianship: In addition to all of these wonderful things, I have been learning new skills as a librarian! Learning how to use the Koha software, how to find answers to patrons questions while working at the front desk, how to assess damaged books, how to intake new books, and (my favorite task) how to order new books!

I'm thrilled to be here and am grateful for the opportunity to be a part of this community as a children's librarian!

Holly Van Hoy
Children's Librarian



ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Motion to accept a sub-lease agreement for the Cattails Golf Club Restaurant

Recommended Action:

Staff recommends that Council authorize the Mayor to sign the sub-lease agreement.

Background:

After beginning the 2018 season without a restaurateur and operating a limited food operation themselves, the Alamosa Golf Club recently approached the City with a proposed agreement to sub-lease the restaurant out to local restaurateur Woody's Q Shack.

Given the struggles of the past three or four businesses at the restaurant, both the Club Management and Woody's Q Shack worked diligently to make the terms of the lease viable for success of the operator and the Management group. For example, the percentage of gross revenue due the Club as rent stipulated in the lease is less in the winter months. The proposed lease is for 16 months for the period of July 2018 through October of 2019.

This agreement also contains a personal guarantee clause whereby the restaurant operators personally, and jointly and severally, guarantee the prompt, full, and complete performance of any and all present and future duties, obligations, and indebtedness due to the Club from Woody's Q Shack under the terms of the lease.

Under the management agreement the City has with the Club, the City must approve any sub-lease of the restaurant.

Issue Before the Council:

Does Council wish to approve the Cattails Golf Club Restaurant sub-lease agreement with Woody's Q Shack?

Alternatives:

While Council is free to select or develop any number of alternatives, those listed below are examples.

1. Adopt a motion approving the restaurant sub-lease
2. Decline to act at this time and give staff further direction

Fiscal Impact:

There is no direct fiscal impact to the City.

Legal Opinion:

City Attorney will be present if there are any legal questions regarding this action.

Conclusion:

Having a restaurateur operating at Cattails benefits the entire community.

ATTACHMENTS:

Description	Type
☐ Cattails sublease to Woody's Q Shack	Backup Material

CATTAILS CLUBHOUSE RESTAURANT SUB-LEASE

THIS AGREEMENT is made this 6th day of June, 2018, between Alamosa Golf Club, Inc., d/b/a Cattails Golf Club, 6615 River Drive, Alamosa, Colorado 81101, **a Colorado Corporation, LESSOR**, (hereinafter referred to as **CLUB**) and **WOODY'S Q SHACK, LLC, a Colorado Limited Liability Company**, 12087 Kyle Lane, Alamosa, Colorado 81101, **LESSEE**, (hereinafter referred to as **WOODY'S Q SHACK**);

WHEREAS The City of Alamosa owns all of that property designated as the Cattails Clubhouse Planned Community, as shown on the plat thereof recorded under Reception No. 334169 in the office of the Alamosa County Clerk and Recorder, and in addition owns the Cattails Golf Course surrounding the Cattails Clubhouse Planned Community; and

WHEREAS the City of Alamosa has leased the Cattails Clubhouse as described on the plat thereof to the San Luis Valley Federal Bank by that certain Site Lease dated January 24, 2008, and recorded under Reception No. 334174, and has sub-leased the Clubhouse back from the bank under those certain lease purchase agreements dated January 24, 2008, and recorded under Reception Nos. 334175 and 334176; and

WHEREAS the City of Alamosa (hereinafter referred to as **CITY**) has entered into an Amended Management Agreement with the **CLUB** dated December 6, 2017, for the **CLUB** to manage and operate the Golf Course and Clubhouse on behalf of the City;

NOW THEREFORE,

In consideration of the payment of the rent and the keeping and performance of the covenants and agreements by **WOODY'S Q SHACK** hereinafter set forth, **CLUB** hereby leases unto **WOODY'S Q SHACK** the following described premises (the "Premises"), situate in the County of Alamosa in the State of Colorado, to wit:

Unit 1 of the Cattails Clubhouse Planned Community as shown on the plat thereof recorded under Reception No. 334169 in the records of the Alamosa County Clerk and Recorder, plus right to full (although not exclusive) use of the Inside Common Element and the Patio Area.

Those items of personal property used in the restaurant business in the clubhouse, set forth in Exhibits A and B to this Lease (see paragraph 17, below, for description of Exhibits A and B)

1. **TERM AND RENT, RENEWAL TERM, SECURITY DEPOSIT: WOODY'S Q SHACK** shall have and hold the Premises for a lease term of SIXTEEN (16) months from twelve o'clock noon July 1, 2018, until twelve o'clock noon of October 31, 2019, at and for a lease payment of 4% of gross sales per month, beginning July 1, 2018, with the exception of rent for November 1, 2018 through December 31, 2018 wherein rent will be 2% of gross sales, and January 1, 2019 through February 28, 2019 wherein rent will be 0% of gross sales, payable on the first day of the month. Any rental payment not received by the 10th day of the month shall be

subject to a late charge of 10% of the rental amount due. The parties intend to negotiate a lease renewal in good faith in advance of the termination date.

Prior to taking possession of the Premises, **WOODY'S Q SHACK** shall pay to **CLUB** a security deposit in the amount of \$3,000.00. This security deposit is to remain on deposit with **CLUB** during the Term of this Lease and any renewal term as security of the payment of rent and the full and faithful performance by **WOODY'S Q SHACK** of the covenants and conditions of this Lease. In the event of any default, the security deposit shall be retained by **CLUB** and may be applied toward damages arising from such default. The security deposit shall not be construed as liquidated damages. Upon yielding the Premises to **CLUB** at the natural expiration of the Term or any renewal term, in the condition required by this Lease, and provided no default has occurred, the remaining balance of the security deposit shall be returned to **WOODY'S Q SHACK** within 60 days of such surrender of the Premises.

A. WOODY'S Q SHACK DUTIES

2. MAINTENANCE:

a. MAINTENANCE OF PREMISES: WOODY'S Q SHACK, in consideration of the leasing of the Premises as aforesaid, covenants and agrees as follows: **WOODY'S Q SHACK** will at all times insure that the condition of the Premises (including those items of personal property set forth in Exhibits A and B hereto) is in full compliance with the guidelines, rules, and regulations of the Colorado Department of Health and Environment, the Alamosa County health department, and any rules and regulations of any other governmental agency having jurisdiction over the operation of the restaurant. Subject to the responsibility of **CITY**, as set forth in the December 6, 2017 Amended Management Agreement between **CITY** and **CLUB**, to undertake any major repairs or improvements to permanent infrastructure exceeding \$1,000.00 per event and not caused by the negligence or willful act of **CLUB** or its assigns, **WOODY'S Q SHACK** will at all times maintain the Premises, including but not limited to, floors, floor coverings, ceilings, walls, doors, and glass, and those items of personal property set forth in Exhibit A and B hereto, in the condition of the Premises as of the initial date of this Lease at the expense of **WOODY'S Q SHACK**, and at the expiration of this Lease will surrender and deliver up the Premises in as good order and condition as when the same were entered upon, loss by fire, inevitable accident or ordinary wear (which shall include problems with the sewer connections, plumbing and wiring which do not arise as the result of any act or omission of **WOODY'S Q SHACK** or **WOODY'S Q SHACK'S** guests or agents) excepted. **WOODY'S Q SHACK** agrees to immediately notify **CLUB** of any problems with sewer connections, HVAC, plumbing or wiring and shall be responsible for any damages caused by **WOODY'S Q SHACK'S** failure to do so. **WOODY'S Q SHACK** will notify **CLUB** and **CITY** in writing of any major repairs it believes are **CLUB's** or **CITY's** responsibility, and will be prepared to discuss such repairs at the next monthly meeting of **CLUB** after written notice is given. Such notice shall not be determinative of whether such repairs are necessary, which determination shall be in the sole discretion of **CITY**, but shall be a pre-requisite to any assertion by **WOODY'S Q SHACK** of **CLUB's** or **CITY's** responsibility for such repairs. **WOODY'S Q SHACK** shall have the carpeting in the Premises professionally cleaned at least semi-annually.

b. MAINTENANCE OF COMMON AREAS: WOODY'S Q SHACK shall be responsible for 75% of the maintenance costs for the Inside Common Element and the Patio Common Element, and **CLUB** shall be responsible for the remaining 25% of such maintenance costs. **WOODY'S Q SHACK** shall keep the Patio Common Element and the Sidewalk Common Element free from snow and ice. **WOODY'S Q SHACK** shall clean and maintain the Men's Room Common Element and the Women's Room Common Element, but **CLUB** shall be responsible for providing all consumables for these Common Elements.

3. **SUBLETTING AND ASSIGNMENT: WOODY'S Q SHACK** agrees to sublet no part of the Premises, nor assign this Lease or any interest herein, without the written consent of the **CLUB** first being obtained and without the sub-lessee executing an agreement acceptable to **CLUB** binding the sub-lessee to provisions of this Lease as deemed necessary by **CLUB**;

4. **USE OF THE PREMISES, BUSINESS HOURS, SPECIAL EVENTS: WOODY'S Q SHACK** shall obtain and keep in place a hotel/restaurant liquor license for the Premises, and shall offer alcoholic beverages on the Golf Course whenever the restaurant and Golf Course are both open. **CLUB** agrees to use its best efforts to transfer the existing liquor license it holds for the Premises to **WOODY'S Q SHACK**. **WOODY'S Q SHACK** shall pay all fees and costs associated with such transfer. **WOODY'S Q SHACK** agrees to use the Premises for operation of a restaurant and snack bar facility. **WOODY'S Q SHACK** may use the Premises for other purposes not inconsistent with its use as restaurant/snack bar, but shall use the Premises for no purpose prohibited by the laws of the United States, or the State of Colorado, or the ordinances of the City of Alamosa or the County of Alamosa, and for no improper or questionable purpose whatsoever. At any time that the Golf Course is open for golf, any use of the Premises for the general public and for special events must make accommodation for golfers. In the context of special events which otherwise may make access to the Premises for golfers impractical, this may be through the use of a tent, a separate area of the patio, or the meeting room (Unit 3) to provide for food and beverages for golfers or other members of the public otherwise excluded from the Premises for the special event.

WOODY'S Q SHACK may use the Golf Course or other area beyond the Premises for a special event only pursuant to a separate special event site fee agreement. In the absence of any such special event site fee agreement, **WOODY'S Q SHACK** shall ensure that its use of the Premises, and that of any of its guests or invitees, does not encroach onto the Golf Course area.

5. **LIABILITY:** Any damages and/or injuries resulting from the failure of **WOODY'S Q SHACK** to remove snow and/or ice from the Premises shall be the sole liability and responsibility of **WOODY'S Q SHACK**; **WOODY'S Q SHACK** shall keep the Premises clean, and in the sanitary condition required by the ordinances and the health and police regulations of the State of Colorado and all other governing entities and agencies; clean the grease traps at least quarterly, or sooner as necessary, and the hoods every four months, or sooner as necessary; remove all trash and refuse from the Premises; neither permit nor suffer any disorderly conduct, noise or nuisance whatever about said Premises having a tendency to annoy or disturb any persons occupying adjacent premises; neither hold nor attempt to hold **CLUB** liable for any injury or damage, either proximate or remote, occurring through or caused by any repairs,

alterations, injury or accident to adjacent premises or other parts of the above premises not herein leased, nor liable for any injury or damage occasioned by defective electric wiring, or the breaking or stoppage of plumbing or sewerage upon the Premises or upon adjacent premises, whether said breaking or stoppage results from freezing or otherwise, excepting any injuries or damages resulting from the acts or omissions of **CLUB** or its agents; neither permit nor suffer the Premises, or the walls or floors thereof, to be endangered by overloading, nor the Premises to be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous, nor make any alterations of change in, upon, or about said premises without first obtaining written consent therefor. As a material part of the consideration to be rendered to **CLUB**, **WOODY'S Q SHACK** hereby waives all claims and demands against **CLUB** and **CITY** for losses and damages to goods, wares and merchandise on the Premises or the Cattails Golf Course for any cause arising at any time. **CLUB** and **CITY** shall not be liable for any loss, damage, or injury of any kind to any person, including **WOODY'S Q SHACK**, and **WOODY'S Q SHACK'S** customers or property, arising from any use of the Premises or the Cattails Golf Course, any part thereof, or caused by any defect in any structure, facility or other improvement thereon or therein, or caused by or arising from any act or omission of **CLUB**, its employees, agents, and affiliated entities, **WOODY'S Q SHACK**, **WOODY'S Q SHACK'S** customer, or guests, or any other person, or by or from an accident on the Premises, or any fire or other casualty, or occasioned by the failure of **WOODY'S Q SHACK** to maintain the Premises, or by **WOODY'S Q SHACK'S** breach of any obligation under this lease. **WOODY'S Q SHACK** agrees further to hold **CLUB** and **CITY** harmless for injuries to persons in, on, or about the Premises from any cause whatsoever arising in any manner from **WOODY'S Q SHACK'S** use or occupancy of the premises, including holding **CLUB** and **CITY** harmless from all court costs and reasonable attorneys fees.

6. **BUSINESS EXPENSES, UTILITIES, TAXES, POINT OF SALE: WOODY'S Q SHACK** agrees to keep heat in the Premises of a sufficient degree to protect the water and plumbing systems and other parts of the buildings from damage caused by freezing or other conditions caused by any failure to adequately heat the buildings. **CLUB** shall be responsible for the utilities (electric, gas) which are metered at the meter common to the entire Cattails Clubhouse Common Interest Community. **WOODY'S Q SHACK** will pay 75% of metered utilities at the meter common for the Cattails Cub House. Payable on the 1st of each month. Any utility payment not received by the 10th day of the month shall be subject to a late charge of 10% of the utility amount due. **CLUB** shall be responsible for basic cable service. **WOODY'S Q SHACK** shall be responsible for payment of all licenses, permits, sales taxes, personal property taxes, and other taxes and fees relating to operation of the restaurant. **WOODY'S Q SHACK** will pay **CLUB** \$120 per month for use of **CLUB'S** point of sale system (this is the amount it cost **CLUB** to add a food and beverage option to its existing POS software), due on the 1st of each month. Any point of sale payment not received by the 10th day of the month shall be subject to a late charge of 10%.

7. **SECURITY SYSTEM: CLUB** shall maintain the security system for the Premises. The Facilities Manager for the **CITY** will be given 24/7 access to all security systems. **WOODY'S Q SHACK** shall pay **CLUB** \$75 per month for security monitoring for the restaurant payable on the 1st of the month. Any security payment not received by the 10th day of the month shall be subject to a late charge of 10%.

8. **NO SMOKING INSIDE AND ADJACENT TO BUILDING: WOODY'S Q SHACK** shall ensure that smoking is not permitted inside the building nor within 15 feet of any public entrance to the building.

9. **INSPECTION AND REPORTING: CLUB** and **CITY** will have all rights to enter and inspect the Premises upon reasonable advance notice to **WOODY'S Q SHACK** at any time the Premises is open to the public, and upon twenty-four hours notice at other times. **WOODY'S Q SHACK** or its designee will attend regularly scheduled meetings of **CLUB** in order to provide a monthly report of the restaurant operations, including scheduled events, and maintenance and repair issues.

10. **ALTERATIONS/IMPROVEMENTS: WOODY'S Q SHACK** shall not improve or alter the Premises in any manner without the prior written consent of **CLUB** but shall, before making any improvements or alterations, submit plans and designs therefor to **CLUB** for its approval. The **CLUB** will notify **CITY** per the Management Agreement of any intended improvements or alterations. In the event that the plans and designs are disapproved, such improvements or alterations shall be made only with such changes to the plans and designs to make them acceptable as may be agreed upon by **CLUB** and **WOODY'S Q SHACK**. Except as otherwise provided herein, all improvements or alterations erected or made on the Premises shall on expiration or sooner termination of this lease belong to **CLUB** without compensation to **WOODY'S Q SHACK**, provided, however, that **CLUB** shall have the option, to be exercised on expiration or sooner termination of this Lease, to require **WOODY'S Q SHACK** to remove any or all such improvements or alterations and return the Premises to its condition prior to said improvement or alteration if **CLUB** notifies **WOODY'S Q SHACK** of such requirement in writing before such improvements or alterations are made.

11. **LITIGATION, CONDEMNATION, DESTRUCTION:** Within five (5) days after either party has knowledge of any litigation or other proceeding that shall be instituted against one of the parties, against the Premises to secure or recover possession thereof, or that may affect the title to or the interest of **WOODY'S Q SHACK** or **CLUB** in the Premises, said party shall give the other party written notice thereof. In the event of a partial or total destruction of the Premises during the term hereof, from any cause, either party may terminate this lease, or may repair as much of the Premises as necessary to continue the lease in full force and effect. **CLUB** shall not, under any circumstances, be required to repair the Premises in the event of destruction, and shall not be liable to **WOODY'S Q SHACK** for any direct or consequential damages as a result of the destruction and any failure to make repairs.

12. **INSURANCE: WOODY'S Q SHACK** shall keep general liability insurance with liquor coverage in the minimum sum of \$1,000,000.00 for each exposure in effect at all times for the Premises. **WOODY'S Q SHACK** shall pay the premiums on all insurance policies on the Premises. Such insurance shall specifically insure **CLUB** against all liability assumed by **WOODY'S Q SHACK** hereunder, as well as liability imposed by law, and shall insure both **WOODY'S Q SHACK** and **CLUB** and shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for **WOODY'S Q SHACK** and **CLUB**. All of the policies of insurance referred to in this section shall be written in form

satisfactory to **CLUB** and by an insurance company satisfactory to **CLUB**. Each insurer mentioned in this section shall agree, by endorsement on the policy or policies issued by it, or by independent instrument furnished to **CLUB**, that it will give to **CLUB** thirty days written notice before the policy or policies in questions shall be altered or canceled. **WOODY'S Q SHACK** shall furnish **CLUB** with receipted bills or other evidence showing the payment for such insurance. If **WOODY'S Q SHACK** shall neglect to insure or keep insured the Premises, **CLUB** may, without notice to **WOODY'S Q SHACK**, renew or procure insurance thereon. **CLUB** shall give immediate notice to **WOODY'S Q SHACK** that **CLUB** has renewed or procured the insurance and shall state the amount of the premiums **CLUB** has paid therefor. **WOODY'S Q SHACK** shall then pay to **CLUB**, within five (5) days after receipt of this notice, the amount of premiums paid by **CLUB**, together with interest thereon at the rate of ten percent (10%) per annum until paid by **WOODY'S Q SHACK**. The total of all insurance premiums paid by **WOODY'S Q SHACK** under this provision shall be considered additional rent, and on the failure of **WOODY'S Q SHACK** to pay the premiums, **CLUB** shall have all rights and remedies provided in this lease for a breach of the covenant to pay rent. Only in the event that there is no lapse of the insurance coverage provided for herein, **WOODY'S Q SHACK** may cure the failure to pay the insurance premiums if paid prior to **CLUB'S** payment of premiums not paid by **WOODY'S Q SHACK** when due.

13. **NO PARTNERSHIP.** It is mutually agreed and understood by the parties hereto and this provision is public notice that, by the execution and delivery of these presents by the parties, it is not intended, nor shall it be so construed, that the **CLUB** is entering into a partnership agreement, a joint venture, or any other kind of a business entity or relationship with **WOODY'S Q SHACK** by which the **CLUB** intends to incur any liability in whatever form or nature with respect to **WOODY'S Q SHACK's** use of the Premises that is the subject of this Lease. Each party (hereafter "First Party") shall indemnify and hold the other party harmless from any liability arising out of or connected with the acts and/or omissions of the First Party including, but not limited to, any attorney fees incurred by the other party.

14. **ATTORNEYS FEES:** A party shall pay all reasonable attorneys fees and costs on behalf of the prevailing party if (a) **WOODY'S Q SHACK** or **CLUB** institutes arbitration/litigation arising out of this Lease and/or for an unlawful detainer of the Premises, or (b) either party is made a party to arbitration/ litigation against the other party instituted by a third party.

15. **NO LIENS.** **WOODY'S Q SHACK** agrees and covenants that it will not cause or suffer the creation of any mechanic's liens, or other liens, for any labor performed or materials furnished for or on behalf of **WOODY'S Q SHACK**, which may cloud or impair **CITY'S** title to the leased premises; and that if any such lien shall arise due to an act or omission of **WOODY'S Q SHACK**, **WOODY'S Q SHACK** shall promptly remove the same at its own expense.

B. CLUB'S DUTIES

16. **MAJOR REPAIRS:** **CITY**, through its management agreement with **CLUB**, is responsible for major repairs to permanent infrastructure, exceeding \$1,000.00 per event,

provided that the repairs or replacement are not caused by the negligence of **CLUB** or of **WOODY'S Q SHACK**. This obligation of **CITY** includes building repairs, including but not limited to, exterior walls, foundations, permanent parts of floors and ceilings, pipes, conduits, sewers, wiring inside walls and ceilings, roofing, sprinkler system replacements, HVAC, where the repair or replacement costs reasonably and necessarily exceed \$1,000.00 per event.

17. **RESTAURANT EQUIPMENT PROVIDED BY CITY AND BY CLUB:** **CITY** and **CLUB** shall provide limited equipment for furnishing the Restaurant, and which **WOODY'S Q SHACK** shall return upon surrender of the Premises in the same condition in which they existed at the beginning of this sub-lease, ordinary wear and tear excepted. The list of the bar and kitchen equipment owned by the **CITY**, which shall be surrendered at the expiration or sooner termination of this sub-lease is attached as **EXHIBIT A** to this Agreement. The list of the bar, kitchen and restaurant equipment owned by **CLUB**, which shall be surrendered at the expiration or sooner termination of this sub-lease is attached as **EXHIBIT B** to this Agreement.

18. **PAYMENT OF PROPERTY TAXES:** **CLUB** shall pay and discharge when due all state, municipal, and local taxes (this does not include personal property, gift, estate, inheritance, succession, and income taxes, if any, on the interest of **WOODY'S Q SHACK**), assessments, levies and other governmental charges, general and special, assessed against the Premises, except as specified herein, that accrue during the term hereof or any renewal term.

19. **WATER, TRASH:** **CLUB** shall pay for water and trash service to the Premises.

20. **PARKING:** **CLUB** shall allow **WOODY'S Q SHACK** the non-exclusive use of the parking spaces adjacent to the Premises at no additional charge, and shall keep such parking spaces maintained in good order and free of ice and snow.

C. GENERAL PROVISIONS

21. **EXCLUSIVE RIGHT TO FOOD AND BEVERAGE ON GOLF COURSE:** **WOODY'S Q SHACK** shall have the exclusive right to control and sell food and beverages, including liquor, on the Cattails Golf Course, as well as the Premises leased herein. Any beverages served on the Golf Course shall be in plastic or aluminum containers. No glass containers will be permitted on the Golf Course. The Golf Pro shall have the right to provide coffee and other snacks to its patrons during such time as the restaurant is not open.

22. **CATERING SPECIAL GOLF EVENTS:** From time to time, **CLUB** and **CITY** hold special events at the Golf Course, including tournaments, fundraisers, annual member meetings, and ladies club and men's club periodic events. **CLUB** and **CITY** generally desire to provide refreshments at these events. **CLUB** or **CITY**, as the case may be, shall give **WOODY'S Q SHACK** at least 14 days' advance notice of such events, and **WOODY'S Q SHACK** shall have the right to submit the first proposal for catering any such events, whether on the Premises or elsewhere on the Golf Course. However, **CLUB** and **CITY** retain the right to have their events

catered by any other supplier in the event they cannot come to an agreement with **WOODY'S Q SHACK**. Any such other catering arrangement shall not interfere with **WOODY'S Q SHACK**' use of the Premises pursuant to this Lease.

23. **ASSENT NOT WAIVER:** It is further agreed that no assent, express or implied, to any breach of any one or more of the covenants or agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach.

24. **VACANCY:** It is further mutually agreed that in case the Premises is left vacant (being the lack of an employee of **WOODY'S Q SHACK** on the Premises for 24 hours as set forth below) for more than seven (7) consecutive days, without notice to **CLUB** of a suspension of business, then the **CLUB** may, without in anywise being obliged so to do, and without terminating this Lease, retake possession of the Premises, and rent the same for such rent and upon such conditions as **CLUB** may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and **WOODY'S Q SHACK** shall be liable for the balance of the rent herein reserved until the expiration of the term of this Lease. **CLUB**, or its attorney, representatives, and assigns, may reenter and repossess the Premises, and declare the lease term forfeited if the Premises shall be deserted or vacated by **WOODY'S Q SHACK** for seven (7) continuous days or more as described above. **CLUB** may pursue all remedies available to it under this Lease, or at law, for a forfeiture by **WOODY'S Q SHACK** hereunder.

25. **DEFAULT, TERMINATION:** IT IS EXPRESSLY UNDERSTOOD AND AGREED by and between the parties aforesaid, that if the rent above reserved, or any part thereof, shall be in arrears, or if default shall be made in any of the covenants or agreements herein contained, to be kept by the **WOODY'S Q SHACK**, after the expiration of a cure period of 15 days after written notice of such default is mailed to **WOODY'S Q SHACK** by **CLUB** at the address of **WOODY'S Q SHACK** provided herein, it shall and may be lawful for **CLUB** to declare said term ended, and enter into the Premises, or any part thereof, with process of law, to reenter, and the said **WOODY'S Q SHACK** or any person or persons occupying the same, to expel, remove, and put out, and the Premises again to repossess and enjoy, as in the first and former estate of the said **CLUB**, and if at any time said term shall be ended as aforesaid or in any other way, **WOODY'S Q SHACK** hereby covenants and agrees to surrender and deliver up said premises peaceably to said **CLUB**, immediately upon the termination of said term, and if **WOODY'S Q SHACK** shall remain in possession of the same after the termination thereof, **WOODY'S Q SHACK** shall be deemed guilty of a forcible detainer of the Premises under the statute and shall be subject to eviction and removal, forcibly or otherwise, within the process of law, as above stated. The cure period provided for herein shall be not applicable if the damages suffered by **CLUB** are irreparable, and the providing of a cure period by **CLUB** shall not in any way reduce or modify the liability for damages resulting by **WOODY'S Q SHACK'S** failure to perform according to the terms of this Lease. **WOODY'S Q SHACK** agrees, in the event it determines that it cannot comply with any of the covenants contained in this lease, that it will notify **CLUB** of **WOODY'S Q SHACK'S** inability to comply with the covenants, and shall offer to surrender the Premises and terminate the lease prior to any default in any of the covenants occurring, so as to avoid a situation where damages for **WOODY'S Q SHACK'S** default may accrue.

26. **TRANSFER OF LIQUOR LICENSE UPON TERMINATION OR SURRENDER:**

Upon termination of this Lease or surrender of the Premises, **WOODY'S Q SHACK** shall use its best efforts to transfer the liquor license for the Premises back to **CLUB**. **CLUB** shall pay the fees and costs for such transfer.

27. **BANKRUPTCY:** This Lease is made by and between the parties hereto with the express understanding and agreement that, in the event the **WOODY'S Q SHACK** becomes insolvent, or is declared bankrupt, then, in either event, **CLUB** may declare this Lease ended, and all rights to **WOODY'S Q SHACK** hereunder shall thereupon terminate and cease.

28. **SIGNAGE: WOODY'S Q SHACK** may, at its own risk and expense, erect or place in a lawful manner signs concerning its businesses on the Premises. **WOODY'S Q SHACK** may, additionally, maintain two off-Premises signs, one sign at the Golf Course entry marker at the entry on North River Road, and one sign in the Women's No. 8 tee box area to advertise the menu to golfers on the course. Sign size, design, content, and location will be mutually agreed upon by **WOODY'S Q SHACK** and **CLUB**, and shall in all events comply with Alamosa's sign ordinance. **WOODY'S Q SHACK** shall maintain such signs in a good state of repair, and shall repair any damage that may have been done to the Premises by the erection, existence, maintenance, or removal of such signs. **WOODY'S Q SHACK** shall indemnify **CLUB** against any loss, costs, or damages resulting from the erection, maintenance, existence, or removal of such signs. At the end of the lease term or any renewal thereof, **WOODY'S Q SHACK** shall remove the sign at its expense.

29. **BINDING EFFECT.** The provisions of this Lease shall apply to and bind the successors, heirs, legal representatives, and permitted assigns of the parties hereto. No Third parties are intended to acquire nor shall be deemed to have acquired any rights by virtue of this lease.

30. **NOTICES.** All notices hereunder to the respective parties shall be in writing and shall be served by prepaid registered or certified mail, or by personal delivery, addressed to the respective parties at the following addresses or such other address of which notice in writing may have been delivered:

If to **WOODY'S Q SHACK:**

2830 S County Rd. 3E
Monte Vista, Colorado 81144

If to **CLUB:**

6615 River Drive
Alamosa, Colorado 81101

If to **CITY:**

City Manager
City of Alamosa
PO Box 419
Alamosa, CO 81101

Any such notice to a party shall be deemed to be given and effective five days after such notice has been deposited in the United States Mail addressed as aforesaid or when personally delivered to and received by the specified parties.

31. **CONSTRUCTION.** This Lease shall, in all cases, be construed as a whole according to its fair meaning and not strictly for or against any party. This Lease and any and all documents executed pursuant hereto shall be construed and enforced in accordance with the laws of the State of Colorado. Each of the undersigned parties and their counsel have participated in the preparation of this Lease and the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease. Words used in the singular herein shall include the plural, and words used in the plural shall include the singular.

32. **TIME.** Time is of the essence for each term and provision of this Lease.

33. **EFFECTIVENESS OF WAIVERS.** No waiver of any of the provisions of this Lease shall be effective unless in writing and signed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver or waiver in respect of any subsequent breach or default, whether of a similar or dissimilar nature, unless expressly so stated in writing.

34. **SURVIVAL OF PROVISIONS.** All representations and warranties and all unperformed obligations of the parties hereto herein stated shall survive the execution of this Lease and all parties shall remain bound by this Lease until all of their respective obligations hereunder have been completely performed.

35. **HEADINGS.** The headings or captions under sections of this Lease are for convenience and reference only, and do not form a part hereof, and do not in any way modify, interpret or construe the intention of the parties or affect any of the provisions of this Lease.

36. **SEVERABILITY.** If any provision of this Lease or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Lease and the application thereof, other than those provisions as to which it shall have been held invalid or unenforceable, shall not be affected thereby and shall continue in full force and effect and shall be enforceable to the fullest extent permitted at law or in equity.

37. **ENTIRE LEASE.** It is expressly agreed by and between the parties as a material consideration for the execution of this Lease that all agreements, covenants, representations, and warranties, expressed or implied, oral or written, of the parties hereto concerning the subject matter hereof are contained herein and the same shall survive closing and shall not be merged thereby. Except as expressly contained in this Lease, no other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any party

hereto to the other concerning the subject matter hereof. It is likewise agreed that neither this Lease nor any of the terms provisions, conditions, representations, or covenants herein contained can be modified, changed, terminated, amended, superseded, waived or extended except by an appropriate written instrument duly executed by the parties.

38. **REQUISITE AUTHORITY.** All parties warrant that they have the legal authority to enter into this Lease and to execute all related documents. Both parties warrant to the other party that the entering into of this Lease and all related documents does not violate and is within the scope of its articles of organization, operating agreement, articles of incorporation, bylaws, and all other governing documents, and does not violate any agreement or instrument to which it is bound as a party or any statute, rule or regulation.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals the day and year first above written.

WOODY'S Q SHACK , LLC a Colorado Limited Liability Company

By _____
Kyle Woodward, Member-Manager

By _____
Michelle Woodward, Member

By _____
Jose Ortega, Member-Manager

By _____
Amy Ortega, Member

Alamosa Golf Club, Inc., d/b/a Cattails Golf Club

By _____
Joelle Boos-Medina, President

Approval by City of Alamosa

Ty Coleman, Mayor

PERSONAL GUARANTEE

IN CONSIDERATION OF **CLUB** executing the foregoing Sub-Lease plus other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the

Guarantors personally, and jointly and severally, guarantee the prompt, full and complete performance of any and all present and future duties, obligations and indebtedness due to **CLUB** from **WOODY'S Q SHACK** under the terms of the foregoing Sub-Lease. It is understood that this guaranty shall be a continuing and irrevocable guaranty, and indemnity for such indebtedness of **WOODY'S Q SHACK**. This Personal Guarantee shall be construed exclusively in accordance with, and governed by, the laws of the State of Colorado. Any dispute arising hereunder may only be brought within the State Courts of the State of Colorado.

Dated _____, 2018.

Kyle Woodward, personally

Michelle Woodward, personally

Jose Ortega, personally

Amy Ortega, personally

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

First Reading, Ordinance No. 20-2018, an ordinance amending Chapter 21 of *The Code of Ordinances of The City of Alamosa* to clarify provisions related to wireless telecommunications facilities and to adjust limitations on multiple use wireless communications facilities.

Recommended Action:

Approve Ordinance No. 20-2018 on first reading and set for public hearing on July 18, 2018, at 7:00 p.m. or as soon thereafter as the matter may be heard.

Background:

Alamosa recently adopted its Uniform Development Code, and in doing so carried through certain limitations on the placement of wireless telecommunications facilities. However, the provisions on telecommunications facilities incorporated into the Uniform Development Code do not adequately address spacing, public safety, and aesthetic concerns particular to the developing small cell or 5G technology. A redline document showing the changes to the existing wireless telecommunications provisions is included with the materials.

Alamosa has not yet experienced development of small cell technology within the city, but such development should proceed in a fashion consistent with public safety and the aesthetics of Alamosa. At the same time, the City wishes to accommodate the development of wireless telecommunications capability within the city. This Ordinance is modeled on the ordinance developed by the City of Centennial, featured in a recent CML newsletter article, and other cities on the front range. Centennial worked extensively with provider stakeholders in the development of its ordinance. Staff has solicited comments from AT&T, Verizon, and Viaero on this proposed ordinance. A copy of the comments received by AT&T is attached. Staff believes the limitations set forth in this Ordinance generally comport with the concerns expressed by those stakeholders.

As a housekeeping matter, this Ordinance also changes the title of Chapter 21 from “Zoning” to “Uniform Development Code.”

Issue Before the Council:

Does Council wish to approve the recommended changes to the *Code of Ordinances of the City of Alamosa* embodied in Ordinance No.20-2018?

Alternatives:

- (1) Approve Ordinance No. 20-2018 on first reading and set for public hearing on July 18 2018.
- (2) Approve Ordinance No. 15-2018 with changes, such as to the spacing requirements or the height limitations for 5G facilities.
- (3) Decline to approve Ordinance No. 20-2018.

Fiscal Impact:

None.

Legal Opinion:

City Attorney will be available to discuss any legal issues pertaining to the ordinance.

Conclusion:

This ordinance gets out in front of potential changes to the way wireless telecommunications are developed in the City, in an attempt to balance aesthetic and safety concerns with expansion and densification of wireless networks.

ATTACHMENTS:

Description	Type
☐ Ordinance 20-2018 5G	Ordinance
☐ Redline showing changes to telecom portion of UDC	Backup Material
☐ AT&T redline and comments	Backup Material

ORDINANCE NO. 20-2018

AN ORDINANCE AMENDING CHAPTER 21 OF THE *CODE OF ORDINANCES OF THE CITY OF ALAMOSA* TO CLARIFY PROVISIONS RELATED TO WIRELESS TELECOMMUNICATIONS FACILITIES AND TO ADJUST LIMITATIONS ON MULTIPLE USE WIRELESS COMMUNICATIONS FACILITIES

WHEREAS, the City of Alamosa recently adopted its Uniform Development Code, and in doing so carried through certain limitations on the placement of wireless telecommunications facilities; and

WHEREAS, the provisions on telecommunications facilities incorporated into the Uniform Development Code do not adequately address spacing, public safety, and aesthetic concerns particular to the developing small cell or 5g technology; and

WHEREAS, Alamosa has not yet experienced development of small cell technology within the City, but desires such development to proceed in a fashion consistent with public safety and the aesthetics of Alamosa; and

WHEREAS, when the Uniform Development Code was codified, replacing the prior Chapter 21 of the *Code of Ordinances of the City of Alamosa*, the title of the Chapter was not changed to reflect the increased scope of the Code, and should be,

NOW THEREFORE BE IT ORDAINED by the City Council of Alamosa as follows:

Section 1. Amendment of Title of Chapter 21. The Title of Chapter 21 of the *Code of Ordinances of the City of Alamosa* shall be changed from “Chapter 21 – Zoning” to “Chapter 21 – Uniform Development Code.”

Section 2. Added Definition: Section 21-11-203 of the *Code of Ordinances of the City of Alamosa* is amended to add the following definition at the alphabetically appropriate location:

TELECOMMUNICATION TOWER means a support structure for wireless telecommunications facilities the primary purpose of which is for such wireless telecommunications use rather than for another purpose (such as buildings, flagpoles, church steeples, cupolas, ball field lights, water towers, etc.). In the context of wireless telecommunications facilities, support structures whose primary use is a purpose other than wireless telecommunications are referred to as multiple-use facilities.

Section 3. Permitting Requirement. Section 21-4-601 is amended to add a new subsection (d) as follows, with the remaining original subsection (d) renumbered as subsection (e):

(d) *Permitting.* All applications for the installation, expansion, or modification of wireless telecommunication facilities must receive permits prior to installation. Approval procedures are set forth in section 21-8-521. Minor modifications that do not substantially change the size or

appearance of the facility may be approved by the Administrator on application forms developed by the Administrator. For purposes of this subsection (d), a “substantial change” is defined as follows:

Substantial Change. A modification substantially changes the physical dimensions of a support structure if it meets any of the following criteria:

- i. For Telecommunications Towers, it increases the height of the tower by more than 10% or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10% or more than ten feet, whichever is greater;
- ii. For Telecommunications Towers, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty feet, or more than the width of the Tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;
- iii. For any support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure;
- iv. It entails any excavation or deployment outside the current site;
- v. It would defeat the concealment elements of the eligible support structure; or
- vi. It does not comply with conditions associated with the siting approval of the construction or modification of the tower or multiple use facility, provided however that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in paragraphs (i)-(iv) of this section.

Section 4. Amendment of Section 21-4-603.

(a) Section 21-4-603(a)(1) is amended to add the word “Telecommunications” in front of Towers, so that the section reads “*Prohibited locations.* Telecommunications Towers are not allowed in the following locations. . .”

(b) A new subsection g. is added to Section 21-4-603(a)(1) to read as follows:

g. In a public right of way within 600 feet of any other Telecommunications Tower.

(c) the phrase “telecommunications towers” is capitalized to “Telecommunications Towers” where that phrase is found in subsections (c) and (d) of Section 21-4-603.

Section 5. Amendment of Section 21-4-604(a). Section 21-4-604(a) is amended to delete the word “paint” such that the reference at the end of the general section (a) is to “color selection” rather than “paint color selection.”

Section 6. Amendment of Section 21-4-604(b)(1). Section 21-4-604(b)(1) is amended to read in its entirety as follows:

(1) The maximum height of building-mounted wireless telecommunications facilities that are located on a rooftop is Ten (10) feet above the highest portion of the roof.

Section 7. Amendment of Section 21-4-604(b)(2)c. Section 21-4-604(b)(2)c is amended to read as follows:

c. No more ten (10) feet above the top of the structure.

Section 8. Addition of new subsection 21-4-604(d). A new subsection 21-4-604(d) is added to read as follows:

(d) *Distance restrictions in public rights of way.*

(1) *In general.* No multiple-use support structure for wireless telecommunications facilities may be installed within the public right of way in the same block as any other wireless telecommunications facility support structure in the public right of way. This limitation shall not apply to multiple use facilities that replace an existing traffic signal, street light pole, or similar structure, as determined by the Administrator.

(2) *Residential Areas.* When placed adjacent to a residential zoned property, the facility shall be placed within five feet of the common side yard property line between adjoining residential properties. In the case of a corner lot, the facility shall be placed within five feet of the common side yard property line between adjoining residential properties or on the corner formed by two intersecting streets.

Section 9. Addition of new subsection 21-4-604.5. A new subsection 21-4-604.5 is added to read as follows:

Sec. 21-4-604.5. Equipment location limits in public rights of way.

(1) Undergrounding. All ground based equipment shall be installed in the facility itself or in an underground or partially underground equipment vault (projecting not more than 36 inches above grade), or co-located within a traffic cabinet of a design approved by the Administrator, unless a waiver is obtained from the Administrator based on unique circumstances of the particular location that cannot reasonably accommodate such underground installation.

(2) *Public Safety.* Any ground mounted equipment shall be located in a manner necessary to address both public safety and aesthetic concerns in the reasonable discretion of the Administrator. The applicant shall demonstrate that the vertical infrastructure to which any equipment is fastened to can safely support such equipment.

(3) *Sidewalk Clearance.* Any encroachment on a sidewalk shall maintain a minimum clearance of eight feet vertically and horizontally of unobstructed pedestrian way. The requirements of this paragraph may be modified by the Administrator if reasonable passage is provided on the sidewalk and the safety of pedestrians, bicyclists and motorists is not impaired.

(4) *Unreasonable Interference with Traffic and Parking Prohibited.* Wireless telecommunications facilities in the public right of way shall not alter vehicular circulation or parking within the right-of-way or impede vehicular, bicycle or pedestrian access or visibility along the right-of-way. All equipment installations shall comply with the Americans With Disabilities Act and every other local, state and federal law and regulation. No wireless telecommunication facility may be located or maintained in a manner that causes unreasonable interference. Unreasonable interference means any use of the right-of-way that disrupts or interferes with its use by the city, the general public or other persons authorized to use or be present upon the right-of-way, when there exists an alternative that would result in less disruption or interference. Unreasonable interference includes any use of the right-of-way that disrupts vehicular or pedestrian traffic, any interference with public utilities and any other activity that will present a hazard to public health, safety or welfare.

(5) *Exclusion of Competitors Prohibited.* No wireless telecommunication facility owner or lessee shall act to exclude or to attempt to exclude any other competitor from using the same structure for the location of other antennas.

Section 10. General Repealer. All other acts, orders, ordinances, resolutions, or portions thereof in conflict with the sections adopted in this Ordinance, are hereby repealed to the extent of such conflict.

Section 11. 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 12. 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 13. 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 APPROVED on first reading the 27th day of June, 2018, and ordered published by title and reference as provided by law with notice of a public hearing to be held for consideration of the adoption of said ordinance on the 18th day of July, 2018, at 7:00 p.m., or as soon thereafter as the matter may be heard, or on such subsequent date to which the public hearing or Council consideration may be continued.

APPROVED, AND ADOPTED after public hearing the 18th day of July, 2018.

CITY OF ALAMOSA

By _____
Ty Coleman, Mayor

ATTEST:

Holly C. Martinez, City Clerk

DIVISION 4-6. - WIRELESS TELECOMMUNICATIONS FACILITIES

Sec. 21-4-601. - Purpose and applicability of division.

- (a) *Purpose.* The unique and diverse landscapes of the city are among its most valuable assets. Protecting these assets requires that wireless telecommunications facilities and related equipment be designed and sited in a manner that is sensitive to, and in scale and harmony with, the character of the community. As such, the purpose of this division is to provide design standards specific to wireless telecommunications facilities in order to ensure their compatibility with the surrounding environment and existing and anticipated development patterns.
- (b) *Intent.*
 - (1) These regulations are intended to provide predictable, consistent, and balanced standards for the siting and screening of wireless telecommunications facilities and related equipment on private property within the city, in order to:
 - a. Preserve the character and aesthetics of areas that are in close proximity to wireless telecommunications facilities and related equipment by minimizing the visual, aesthetic, and safety impacts of such facilities and equipment through careful design, siting, screening, and placement;
 - b. Protect the health, safety, and welfare of persons living, recreating, or working in the area surrounding wireless telecommunications facilities and related equipment, as they relate to the placement, construction, or modification of such facilities;
 - c. Provide development that is compatible in appearance with allowed uses of the underlying zone;
 - d. Ensure that the city does not unreasonably discriminate among providers of functionally equivalent services or prohibit or have the effect of prohibiting the provision of personal wireless services;
 - e. Encourage co-location and clustering of antenna sites and structures, when practical, to help reduce the number of such facilities that may be required in the future to service the needs of customers, and thus avert unnecessary proliferation of facilities and related equipment; and
 - f. Ensure the timely processing of applications for insubstantial changes to existing wireless telecommunications facilities (See section 21-8-521 for approval procedures).
 - (2) It is not the intent of these regulations to regulate the placement, construction, or modification of wireless telecommunications facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Federal Communications Commission's regulations concerning such emissions.
- (c) *Applicability.*
 - (1) This division applies to wireless telecommunications facilities and related equipment related to cellular telephone, paging, enhanced specialized mobile radio ("ESMR"), personal communication services ("PCS"), commercial mobile radio service ("CMRS"), and other commercial wireless telecommunication devices, including facilities and equipment that are affixed to the ground or buildings, and all associated structures and equipment such as transmitters, antennas, monopole antennas, towers, masts, microwave dishes, cabinets, and equipment rooms.
 - (2) This division does not apply to facilities that are regulated by section 21-4-510, satellite dishes and antennae.
- (d) *Permitting.* All applications for the installation, expansion, or modification of wireless telecommunication facilities must receive permits prior to installation. Approval procedures are set

forth in section 21-8-521. Minor modifications that do not materially change the size or appearance of the facility may be approved by the Administrator on application forms developed by the Administrator. For purposes of this subsection (d), a “substantial change” is defined as follows:

Substantial Change. A modification substantially changes the physical dimensions of a support structure if it meets any of the following criteria:

- i. For Telecommunications Towers, it increases the height of the tower by more than 10% or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10% or more than ten feet, whichever is greater;
- ii. For Telecommunications Towers, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty feet, or more than the width of the Tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;
- iii. For any support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure;
- iv. It entails any excavation or deployment outside the current site;
- v. It would defeat the concealment elements of the eligible support structure; or
- vi. It does not comply with conditions associated with the siting approval of the construction or modification of the tower or multiple use facility, provided however that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in paragraphs (i)-(iv) of this section.

- (e) *Conditions and limitations.* Approval by the city of a wireless telecommunications facility or related equipment application is an approval of the land use only, and shall not be construed to waive any other applicable zoning or building regulations.

(Ord. No. [33-2017](#), § 1, 12-6-17)

Sec. 21-4-602. - Site selection standards.

- (a) Wireless telecommunications facilities shall, in accordance with the requirements of this UDC, be located in the following order of preference:
 - (1) First, the facilities shall be co-located with existing or approved wireless telecommunications facilities ("co-location priority"); or installed on existing approved structures that are (or will be)

principally used for other purposes (e.g., buildings, flagpoles, church steeples, cupolas, ball field lights, water towers, etc.) ("multiple-use facility priority");

- (2) Second, in locations where existing topography, vegetation, buildings or other structures provide the greatest amount of screening; and
 - (3) Last, on vacant ground or highly visible sites without significant visual mitigation and where screening or buffering is difficult.
- (b) The co-location priority and multiple-use facility priority locations (collectively, "first priority locations") may be waived by the Administrator or other decision making authority upon a showing that:
- (1) Federal or state regulations prohibit the installation of the wireless telecommunications facility in the first priority locations;
 - (2) The proposed wireless telecommunications facility would interfere with the current uses of the first priority locations;
 - (3) The proposed wireless telecommunications facility, if installed in the first priority locations, would materially interfere with surrounding property or uses;
 - (4) The owners of the first priority locations will not agree to reasonable terms;
 - (5) No available first priority location is appropriate for the proposed wireless telecommunications facility due to its physical characteristics or capacity to provide the desired service from the first priority locations; or
 - (6) Installation of the proposed wireless telecommunications facility in the first priority locations is not in the best interest of the public health, safety or welfare.

(Ord. No. [33-2017](#), § 1, 12-6-17)

Sec. 21-4-603. - Telecommunications Towers.

(a) *Location and form.*

- (1) *Prohibited locations.* Telecommunications Towers are not allowed in the following locations:
 - a. Residential zones, and any location within one hundred (100) feet of a residential zone boundary.
 - b. The CBD zone.
 - c. The area within two hundred (200) feet of the centerline of Highway 160.
 - d. The area within two hundred (200) feet of the centerline of Highway 285 South.
 - e. The area bounded by the railroad tracks, Highway 285 South, and Highway 160.
 - f. The area within two hundred (200) feet of the centerline of Highway 17.
 - g. In a public right of way within 600 feet of any other Telecommunications Tower.

- (2) *Prohibited forms.* Guyed mast towers are prohibited.

- (b) *Maximum height.* The maximum tower height by zone is set out in Table 21-4-603(b), Maximum Tower Height by Zone.

Table 21-4-603(b) MAXIMUM TOWER HEIGHT BY ZONE

	Zone						
Standard	Residential Zones	MU	CB	I	CBD	CA	A
Maximum Height	Not Allowed	100 ft.	100 ft.	100 ft.	Not Allowed	100 ft.	150 ft.

- (c) *Design for concealment.* New Telecommunications Towers shall be designed insofar as practicable to conceal their presence or intended use. Design plans shall call out all design or location elements that tend to conceal the presence or intended use of the tower (e.g., limitation of height to tree line, color or material specifications, "stealth" features such as artificial tree limbs, or other contextual or physical features).
- (d) *Design for co-location.* New Telecommunications Towers shall be designed to provide for co-location of other wireless telecommunications facilities or equipment by structurally "overbuilding" in order to handle the loading demands of additional antennas.
- (e) *Co-location of additional facilities.* Facilities that are proposed for co-location on an existing tower shall not reduce the effectiveness of any concealment techniques that applied to the existing tower when it was constructed.

(Ord. No. [33-2017](#), § 1, 12-6-17)

Sec. 21-4-604. - Multiple-use facilities.

- (a) *Generally.* All wireless telecommunications facilities (including co-located facilities) that are mounted on multiple-use facilities, and related equipment (whether installed on the roof or on the ground), shall be concealed from view from adjacent and nearby public rights-of-way and property (whether public or private) by color selection and either:
 - (1) Camouflage (e.g., the facility appears to be an integrated part of the architecture of the building or the function of the structure, such that its presence is not obvious); or
 - (2) Physical barriers such as:
 - a. Parapet walls, screen walls, or architectural or structural elements (e.g., steeples, cupolas, belfries, chimneys, towers, turrets,) that are compatible with the building or structure's design in terms of color, materials, or texture; or
 - b. Fencing, landscaping or berming that is compatible with the site's overall design.
- (b) *Height.*
 - (1) The maximum height of building-mounted wireless telecommunications facilities that are located on a rooftop is Ten (10) feet above the highest portion of the roof.
 - (2) The maximum height of building-mounted wireless telecommunications facilities that are located on a building wall, or of structure-mounted (e.g., flagpoles, light poles, water towers, and comparable structures) wireless telecommunications facilities, is:
 - a. The top of the parapet for a building with a flat-roofed system; or
 - b. The eave line above the equipment for a building with a sloped-roof system; or

c. No more than ten (10) feet above the top of the structure.

(c) *Setbacks and step-backs.*

- (1) Building-mounted antennae and related equipment shall be set back the same distances that are required for principal buildings.
- (2) Roof-mounted antennae shall be stepped back from the parapet wall one (1) foot for each foot in height between the roof surface and the top of the antenna.

(d) *Distance restrictions in public rights of way.*

(1) *In general.* No multiple-use support structure for wireless telecommunications facilities may be installed within the public right of way in the same block as any other wireless telecommunications facility support structure in the public right of way. This limitation shall not apply to multiple use facilities that replace an existing traffic signal, street light pole, or similar structure, as determined by the Administrator.

(2) *Residential Areas.* When placed adjacent to a residential zoned property, the facility shall be placed within five feet of the common side yard property line between adjoining residential properties. In the case of a corner lot, the facility shall be placed within five feet of the common side yard property line between adjoining residential properties or on the corner formed by two intersecting streets.

Sec. 21-4-604.5. Equipment location limits in public rights of way.

(1) *Undergrounding.* All ground based equipment shall be installed in the facility itself or in an underground or partially underground equipment vault (projecting not more than 36 inches above grade), or co-located within a traffic cabinet of a design approved by the Administrator, unless a waiver is obtained from the Administrator based on unique circumstances of the particular location that cannot reasonably accommodate such underground installation.

(2) *Public Safety.* Any ground mounted equipment shall be located in a manner necessary to address both public safety and aesthetic concerns in the reasonable discretion of the Administrator. The applicant shall demonstrate that the vertical infrastructure to which any equipment is fastened to can safely support such equipment.

(3) *Sidewalk Clearance.* Any encroachment on a sidewalk shall maintain a minimum clearance of eight feet vertically and horizontally of unobstructed pedestrian way. The requirements of this paragraph may be modified by the Administrator if reasonable passage is provided on the sidewalk and the safety of pedestrians, bicyclists and motorists is not impaired.

(4) *Unreasonable Interference with Traffic and Parking Prohibited.* Wireless telecommunications facilities in the public right of way shall not alter vehicular circulation or parking within the right-of-way or impede vehicular, bicycle or pedestrian access or visibility along the right-of-way. All equipment installations shall comply with the Americans With Disabilities Act and every other

local, state and federal law and regulation. No wireless telecommunication facility may be located or maintained in a manner that causes unreasonable interference. Unreasonable interference means any use of the right-of-way that disrupts or interferes with its use by the city, the general public or other persons authorized to use or be present upon the right-of-way, when there exists an alternative that would result in less disruption or interference. Unreasonable interference includes any use of the right-of-way that disrupts vehicular or pedestrian traffic, any interference with public utilities and any other activity that will present a hazard to public health, safety or welfare.

(5) *Exclusion of Competitors Prohibited.* No wireless telecommunication facility owner or lessee shall act to exclude or to attempt to exclude any other competitor from using the same structure for the location of other antennas.

(Ord. No. [33-2017](#), § 1, 12-6-17)

Sec. 21-4-605. - Lighting and signage.

- (a) *Generally.* In addition to other applicable sections of the city Code regulating signage or outdoor lighting, the standards of this section apply to wireless telecommunications facilities and related equipment.
- (b) *Lighting.* Telecommunications towers and tower-mounted wireless telecommunications facilities and related equipment shall not be illuminated, unless such illumination is required by state or federal regulations. Wireless telecommunications facilities (except towers and tower-mounted facilities), including accessory buildings and equipment, may be illuminated as provided in division 4, lighting.
- (c) *Signage.* The display of any sign other than as required by law as to public safety warnings, licenses, certifications, or other required seals on any wireless communications facility or related equipment is prohibited. Emergency contact telephone numbers shall be posted:
 - (1) On each wireless telecommunications facility; or
 - (2) In the case of tower-mounted facilities, at the base of the tower or on each gate if the tower is enclosed by a security fence.
- (d) *Access.*
 - (1) Access to and from wireless telecommunications facilities and related equipment shall comply with all applicable building code requirements.
 - (2) No wireless telecommunications facility shall be located in a required parking, maneuvering, or vehicle or pedestrian circulation area such that it interferes with or in any way impairs the intent or functionality of the area for such parking or circulation.
 - (3) Wireless telecommunications facilities shall be secured from access by the general public, but access for emergency services must be provided. Access roads shall be capable of supporting all potential emergency response vehicles and equipment.
 - (4) Any easements required for ingress and egress and for electrical and telephone shall be recorded at the county clerk and recorder's office prior to the issuance of building permits.

(Ord. No. [33-2017](#), § 1, 12-6-17)

Sec. 21-4-606. - Maintenance, abandonment, and removal.

- (a) *Maintenance.* All towers, antennas, related facilities and equipment, and the subject property shall be maintained in a safe and clean condition in accordance with project approvals and building codes. The operator or property owner shall be responsible for maintaining the subject property and its improvements free from graffiti, debris, and litter. All towers, antennas and related facilities shall be subject to periodic inspection by the city to ensure continuing compliance with all conditions of approval and requirements of this section.
- (b) *Abandonment and removal.* All required approvals shall be in effect only so long as the antennas and other structures are operated on the subject property. Facilities that are not in use for one hundred eighty (180) consecutive days for personal wireless services purposes shall be considered abandoned and shall be removed by the facility owner within forty-five (45) days of the one hundred eightieth (180th) consecutive day of non-use. Following removal, the subject property shall be restored to the condition it was in prior to the installation or construction of the facility. Such removal shall be carried out in accordance with applicable health and safety requirements.

(Ord. No. [33-2017](#), § 1, 12-6-17)

DIVISION 4-6. - WIRELESS TELECOMMUNICATIONS FACILITIES

Sec. 21-4-601. - Purpose and applicability of division.

- (a) *Purpose.* The unique and diverse landscapes of the city are among its most valuable assets. Protecting these assets requires that wireless telecommunications facilities and related equipment be designed and sited in a manner that is sensitive to, and in scale and harmony with, the character of the community. As such, the purpose of this division is to provide design standards specific to wireless telecommunications facilities in order to ensure their compatibility with the surrounding environment and existing and anticipated development patterns.
- (b) *Intent.*
 - (1) These regulations are intended to provide predictable, consistent, and balanced standards for the siting and screening of wireless telecommunications facilities and related equipment on private property within the city, in order to:
 - a. Preserve the character and aesthetics of areas that are in close proximity to wireless telecommunications facilities and related equipment by minimizing the visual, aesthetic, and safety impacts of such facilities and equipment through careful design, siting, screening, and placement;
 - b. Protect the health, safety, and welfare of persons living, recreating, or working in the area surrounding wireless telecommunications facilities and related equipment, as they relate to the placement, construction, or modification of such facilities;
 - c. Provide development that is compatible in appearance with allowed uses of the underlying zone;
 - d. Ensure that the city does not unreasonably discriminate among providers of functionally equivalent services or prohibit or have the effect of prohibiting the provision of personal wireless services;
 - e. Encourage co-location and clustering of antenna sites and structures, when practical, to help reduce the number of such facilities that may be required in the future to service the needs of customers, and thus avert unnecessary proliferation of facilities and related equipment; and
 - f. Ensure the timely processing of applications for wireless telecommunications facilities (See section 21-8-521 for approval procedures).
 - (2) It is not the intent of these regulations to regulate the placement, construction, or modification of wireless telecommunications facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Federal Communications Commission's regulations concerning such emissions.
- (c) *Applicability.*
 - (1) This division applies to wireless telecommunications facilities and related equipment related to cellular telephone, paging, enhanced specialized mobile radio ("ESMR"), personal communication services ("PCS"), commercial mobile radio service ("CMRS"), and other commercial wireless telecommunication devices, including facilities and equipment that are affixed to the ground or buildings, and all associated structures and equipment such as transmitters, antennas, monopole antennas, towers, masts, microwave dishes, cabinets, and equipment rooms.
 - (2) This division does not apply to facilities that are regulated by section 21-4-510, satellite dishes and antennae.

(d) *Permitting.* All applications for the installation, expansion, or modification of wireless telecommunication facilities must receive permits prior to installation. Approval procedures are set forth in section 21-8-521.

(e) *Conditions and limitations.* Approval by the city of a wireless telecommunications facility or related equipment application is an approval of the land use only, and shall not be construed to waive any other applicable zoning or building regulations.

(Ord. No. [33-2017](#), § 1, 12-6-17)

Sec. 21-4-602. - Site selection standards.

- (a) Wireless telecommunications facilities shall, in accordance with the requirements of this UDC, be located in the following order of preference:
- (1) First, the facilities shall be co-located with existing wireless telecommunications facilities ("co-location priority"); or installed on existing approved structures that are (or will be) principally used for other purposes (e.g., buildings, flagpoles, church steeples, cupolas, ball field lights, water towers, etc.) ("multiple-use facility priority");
 - (2) Second, in locations where existing topography, vegetation, buildings or other structures provide the greatest amount of screening; and
 - (3) Last, on vacant ground or highly visible sites without significant visual mitigation and where screening or buffering is difficult.
- (b) The co-location priority and multiple-use facility preference locations (collectively, "first preferred locations") may be waived by the Administrator or other decision making authority upon a showing that:
- (1) Federal or state regulations prohibit the installation of the wireless telecommunications facility in the first preferred locations;
 - (2) The proposed wireless telecommunications facility would interfere with the current uses of the first preferred locations;
 - (3) The proposed wireless telecommunications facility, if installed in the first preferred location, would materially interfere with surrounding property or uses;
 - (4) The owners of the first preferred locations will not agree to reasonable terms;
 - (5) No available first preferred location is appropriate for the proposed wireless telecommunications facility due to its physical characteristics or capacity to provide the desired service from the first preferred locations; or
 - (6) Installation of the proposed wireless telecommunications facility in the first preferred locations is not in the best interest of the public health, safety or welfare.

(Ord. No. [33-2017](#), § 1, 12-6-17)

Sec. 21-4-603. - Telecommunications Towers.

(a) *Location and form.*

- (1) *Prohibited locations.* Telecommunications Towers are not allowed in the following locations:
 - a. Sites located within one hundred (100) feet of a residential zone shall be camouflaged.
 - b. The CBD zone.

c.

g. In a public right of way within 600 feet of any other Telecommunications Tower.

(2) *Prohibited forms.* Guyed mast towers are prohibited.

(b) *Maximum height.* The maximum tower height by zone is set out in Table 21-4-603(b), Maximum Tower Height by Zone.

Table 21-4-603(b) MAXIMUM TOWER HEIGHT BY ZONE							
	Zone						
Standard	Residential Zones	MU	CB	I	CBD	CA	A
Maximum Height	Not Allowed	100 ft.	100 ft.	100 ft.	Not Allowed	100 ft.	150 ft.

(c) *Design for concealment.* New Telecommunications Towers shall be designed insofar as practicable to conceal their presence or intended use. Design plans shall call out all design or location elements that tend to conceal the presence or intended use of the tower (e.g., , color or material specifications, "stealth" features such as artificial tree limbs, or other contextual or physical features).

(d) *Design for co-location.* New Telecommunications Towers shall be designed to provide for co-location of other wireless telecommunications facilities or equipment by structurally "overbuilding" in order to handle the loading demands of additional antennas.

(e)

(Ord. No. [33-2017](#), § 1, 12-6-17)

Sec. 21-4-604. - Multiple-use facilities.

(a) *Generally.* All wireless telecommunications facilities (including co-located facilities) that are mounted on multiple-use facilities, and related equipment (whether installed on the roof or on the ground), shall be concealed from view from adjacent and nearby public rights-of-way and property (whether public or private) by color selection and either:

(1) Camouflage (e.g., the facility appears to be an integrated part of the architecture of the building or the function of the structure, such that its presence is not obvious); or

(2) Physical barriers such as:

a. Parapet walls, screen walls, or architectural or structural elements (e.g., steeples, cupolas, belfries, chimneys, towers, turrets,) that are compatible with the building or structure's design in terms of color, materials, or texture; or

b. Fencing, landscaping or berming that is compatible with the site's overall design.

(b) *Height.*

(1) The maximum height of building-mounted wireless telecommunications facilities that are located on a rooftop is:

- a. Antennae: ten (10) feet above the highest portion of the roof; or
- b. Whip antennae: Ten (10) feet above the highest portion of the roof.
- (2) The maximum height of building-mounted wireless telecommunications facilities that are located on a building wall, or of structure-mounted (e.g., flagpoles, light poles, water towers, and comparable structures) wireless telecommunications facilities, is:
 - a. The top of the parapet for a building with a flat-roofed system; or
 - b. The eave line above the equipment for a building with a sloped-roof system; or
 - c. No more than (i) ten feet in height above the tallest existing Utility Pole in place as of the effective date of this Act located within 500 feet of the new pole in the same ROW; or (ii) 50 feet above ground level. New Small Wireless Facilities in the ROW may not extend (i) more than ten feet above an existing Utility Pole in place as of the effective date of this Act; or (ii) for Small Wireless Facilities on a new Utility Pole, above the height permitted for a new Utility Pole under this Section. A Wireless Provider shall have the right to collocate a Small Wireless Facility and install, maintain, modify, operate and replace a Utility Pole that exceeds these height limits along, across, upon and under the ROW, subject to applicable zoning regulations.
- (c) *Setbacks and step-backs.*
 - (1) Building-mounted antennae and related equipment shall be set back the same distances that are required for principal buildings.
 - (2) Roof-mounted antennae shall be stepped back from the parapet wall one (1) foot for each foot in height between the roof surface and the top of the antenna.
- (d) *Distance restrictions in public rights of way.*

(1) *In general.* No multiple-use support structure for wireless telecommunications facilities may be installed within the public right of way unless it is at least 250 feet from all other wireless telecommunications facility support structure in the public right of way. This limitation shall not apply to multiple use facilities that replace an existing traffic signal, street light pole, or similar structure, as determined by the Administrator.

(2) *Residential Areas.* When placed adjacent to a residential zoned property, the facility shall be placed within five feet of the common side yard property line between adjoining residential properties. In the case of a corner lot, the facility shall be placed within five feet of the common side yard property line between adjoining residential properties or on the corner formed by two intersecting streets.

Sec. 21-4-604.5. Equipment location limits in public rights of way.

(1) *Undergrounding.* All ground based equipment proposed to be located in a sight triangle shall be installed in an underground or partially underground equipment vault (projecting not more than 36 inches above grade), or co-located within a traffic cabinet of a design approved by the Administrator, unless a waiver is obtained from the Administrator based on unique circumstances of the particular location that cannot reasonably accommodate such underground installation.

(2) *Public Safety.* Any ground mounted equipment shall be located in a manner necessary to address both public safety and aesthetic concerns in the reasonable discretion of the Administrator. The applicant shall demonstrate that the vertical infrastructure to which any equipment is fastened to can safely support such equipment.

(3) *Sidewalk Clearance.* Any encroachment on a sidewalk shall maintain a minimum clearance of eight feet vertically and horizontally of unobstructed pedestrian way. The requirements of this paragraph may be modified by the Administrator if reasonable passage is provided on the sidewalk and the safety of pedestrians, bicyclists and motorists is not impaired.

(4) *Unreasonable Interference with Traffic and Parking Prohibited.* Wireless telecommunications facilities in the public right of way shall not alter vehicular circulation or parking within the right-of-way or impede vehicular, bicycle or pedestrian access or visibility along the right-of-way. All equipment installations shall comply with the Americans With Disabilities Act and every other local, state and federal law and regulation. No wireless telecommunication facility may be located or maintained in a manner that causes unreasonable interference. Unreasonable interference means any use of the right-of-way that disrupts or interferes with its use by the city, the general public or other persons authorized to use or be present upon the right-of-way, when there exists an alternative that would result in less disruption or interference. Unreasonable interference includes any use of the right-of-way that disrupts vehicular or pedestrian traffic, any interference with public utilities and any other activity that will present a hazard to public health, safety or welfare.

(5) *Exclusion of Competitors Prohibited.* No wireless telecommunication facility owner or lessee shall act to exclude or to attempt to exclude any other competitor from using the same structure for the location of other antennas.

(Ord. No. [33-2017](#), § 1, 12-6-17)

Sec. 21-4-605. - Lighting and signage.

- (a) *Generally.* In addition to other applicable sections of the city Code regulating signage or outdoor lighting, the standards of this section apply to wireless telecommunications facilities and related equipment.
- (b) *Lighting.* Telecommunications towers and tower-mounted wireless telecommunications facilities and related equipment shall not be illuminated, unless such illumination is required by state or federal regulations. Wireless telecommunications facilities (except towers and tower-mounted facilities), including accessory buildings and equipment, may be illuminated as provided in division 4, lighting.
- (c) *Signage.* The display of any sign other than as required by law as to public safety warnings, licenses, certifications, or other required seals on any wireless communications facility or related equipment is prohibited. Emergency contact telephone numbers shall be posted:
 - (1) On each wireless telecommunications facility; or
 - (2) In the case of tower-mounted facilities, at the base of the tower or on each gate if the tower is enclosed by a security fence.
- (d) *Access.*

- (1) Access to and from wireless telecommunications facilities and related equipment shall comply with all applicable building code requirements.
- (2) No wireless telecommunications facility shall be located in a required parking, maneuvering, or vehicle or pedestrian circulation area such that it interferes with or in any way impairs the intent or functionality of the area for such parking or circulation.
- (3) Wireless telecommunications facilities shall be secured from access by the general public, but access for emergency services must be provided. Access roads shall be capable of supporting all potential emergency response vehicles and equipment.
- (4) Any easements required for ingress and egress and for electrical and telephone shall be recorded at the county clerk and recorder's office prior to the issuance of building permits.

(Ord. No. [33-2017](#), § 1, 12-6-17)

Sec. 21-4-606. - Maintenance, abandonment, and removal.

- (a) *Maintenance.* All towers, antennas, related facilities and equipment, and the subject property shall be maintained in a safe and clean condition in accordance with project approvals and building codes. The operator or property owner shall be responsible for maintaining the subject property and its improvements free from graffiti, debris, and litter. All towers, antennas and related facilities shall be subject to periodic inspection by the city to ensure continuing compliance with all conditions of approval and requirements of this section.
- (b) *Abandonment and removal.* All required approvals shall be in effect only so long as the antennas and other structures are operated on the subject property. Facilities that are not in use for one hundred eighty (180) consecutive days for personal wireless services purposes shall be considered abandoned and shall be removed by the facility owner within forty-five (45) days of the one hundred eightieth (180th) consecutive day of non-use. Following removal, the subject property shall be restored to the condition it was in prior to the installation or construction of the facility. Such removal shall be carried out in accordance with applicable health and safety requirements.

Sec. XX-X-XXX. Eligible Facilities Requests

II. DEFINITIONS

For the purposes of this Section, the terms used have the following meanings:

a. *Base Station.* A structure or equipment at a fixed location that enables FCC-licensed or authorized wireless communications between user equipment and a communications network. The term does not encompass a tower as defined herein or any equipment associated with a tower. Base Station includes, without limitation:

- i. Equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.
- ii. Radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems ("DAS") and small-cell networks).

iii. Any structure other than a tower that, at the time the relevant application is filed with [jurisdiction] under this section, supports or houses equipment described in paragraphs (a)(i)-(a)(ii) that has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing that support.

The term does not include any structure that, at the time the relevant application is filed with the City of Alamosa] under this section, does not support or house equipment described in (a)(i)-(ii) of this section.

b. *Collocation.* The mounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting and/or receiving radio frequency signals for communications purposes.

c. *Eligible Facilities Request.* Any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving:

- i. Collocation of new transmission equipment;
- ii. Removal of transmission equipment; or
- iii. Replacement of transmission equipment.

d. *Eligible support structure.* Any tower or base station as defined in this section, provided that it is existing at the time the relevant application is filed with the City of Alamosa under this section.

e. *Existing.* A constructed tower or base station is existing for purposes of this section if it has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, provided that a tower that has not been reviewed and reviewed because it was not in a zoned area when it was built, but was lawfully constructed, is existing for purposes of this section.

f. *Site.* For towers other than towers in the public rights-of-way, the current boundaries of the leased or owned property surrounding the tower and any access or utility easements currently related to the site, and, for other eligible support structures, further restricted t that area in proximity to the structure and to other transmission equipment already deployed on the ground.

g. *Substantial Change.* A modification substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:

- i. For towers other than towers in the public rights-of-way, it increases the height of the tower by more than 10% or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10% or more than ten feet, whichever is greater;
- ii. For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty feet, or more than the width of the Tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding

an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;

iii. For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure;

iv. It entails any excavation or deployment outside the current site;

v. It would defeat the concealment elements of the eligible support structure; or

vi. It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment, provided however that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in paragraphs (g)(i)-(g)(iv) of this section.

h. Transmission Equipment. Equipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

i. Tower. Any structure built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site.

III. APPLICATION REVIEW

a. Application. City of Alamosa shall prepare and make publicly available an application form which shall be limited to the information necessary for [jurisdiction] to consider whether an application is an Eligible Facilities Request. The application may not require the applicant to demonstrate a need or business case for the proposed modification.

b. Type of Review. Upon receipt of an application for an Eligible Facilities Request pursuant to this Chapter, Planning shall review such application to determine whether the application so qualifies.⁸

c. Timeframe for Review. Within 60 days of the date on which an applicant submits an application seeking approval under this Chapter, the City shall approve the application unless it determines that the application is not covered by this Chapter.

d. Tolling of the Timeframe for Review. The 60-day review period begins to run when the application is filed, and may be tolled only by mutual agreement by the City and the applicant, or in cases where the Planning Department determines that the application is incomplete. The timeframe for review is not tolled by a moratorium on the review of applications.

i. To toll the timeframe for incompleteness, the City must provide written notice to the applicant within 30 days of receipt of the application, specifically delineating all missing documents or information required in the application.

ii. The timeframe for review begins running again when the applicant makes a supplemental submission in response to the City's notice of incompleteness.

iii. Following a supplemental submission, the City will notify the applicant within 10 days that the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in paragraph (d) of this section. Second or subsequent notices of incompleteness may not specify missing documents or information that were not delineated in the original notice of incompleteness.

e. Interaction with Section 332(c)(7). If the City determines that the applicant's request is not covered by Section 6409(a) as delineated under this Chapter, the All presumptively reasonable timeframe under Section 332(c)(7), as prescribed by the FCC's Shot Clock order, will begin to run from the issuance of the City's decision that the application is not a covered request. To the extent such information is necessary, the City may request additional information from the applicant to evaluate the application under Section 332(c)(7), pursuant to the limitations applicable to other Section 332(c)(7) reviews.

f. Failure to Act. In the event the City fails to approve or deny a request seeking approval under this Chapter within the timeframe for review (accounting for any tolling), the request shall be deemed granted. The deemed grant does not become effective until the applicant notifies the applicable reviewing authority in writing after the review period has expired (accounting for any tolling) that the application has been deemed granted.

g. Remedies. Applicants and the City may bring claims related to Section 6409(a) to any court of competent jurisdiction.

(Ord. No. [33-2017](#), § 1, 12-6-17)

**ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION**

Subject/Title:

Alamosa Water Treatment Plant (WTP) and Wastewater Treatment Plant (WWTP) control hardware and software replacement.

Recommended Action:

Staff recommends that Council authorize an additional \$79,000 in the enterprise budget to replace control hardware and software in the WTP & WWTP.

Background:

On April 27, 2018 at 6:38 AM an apparent power spike damaged a Programmable Logic Controller (PLC) in the WTP control room. It is believed that the damage to this PLC has caused it to communicate erroneous information to the WTP control software. As a result the WTP control software no longer stores any error messages from any of the WTP PLCs (approx. 45 PLCs at the WTP). When the WTP was constructed all PLC installed were manufactured by Rockwell. The PLC that was apparently damaged by the power spike was installed in 2016 and was manufactured by Mitsubishi. When installed this PLC required the rewriting of the Wonderware WTP control software. There has been an ongoing struggle to get Wonderware to talk to the Rockwell PLCs. City staff and AmWest recommends that we install FactoryTalk (by Rockwell) WTP control software. City staff and AmWest also recommend that the faulty PLC be replaced with a PLC manufactured by Rockwell (similar to all the rest of the WTP PLCs). City staff and AmWest also recommend that for the next year the WTP operate on both Wonderware and FactoryTalk in a mirrored manner. This will allow City staff to train on FactoryTalk for the next year while the operations of the plant continue on the known Wonderware package. In 2019, the Wonderware software package will require an upgrade at a cost of more than \$100,000 (Software license and AmWest installation). City staff and AmWest recommend that when the installed version of Wonderware is no longer supported (sometime near the end of 2019) the Wonderware WTP control software be removed from the WTP and the plant operations continue on the FactoryTalk software only.

Normally when the WTP experiences an error code a note of the settings and error is made in the error code log. When the operator returns to the plant they look up the error log and make the necessary adjustments usually right from the plant control software screens. Currently when the WTP experiences an error code a notice is sent to the operator's cell phone. The operator has to plug in a laptop to each of the PLCs until the error code is found. This makes it much harder to find and correct the fault in order to continue normal operation of the WTP. With the error code log working again we will be able to find and correct any faults in a more efficient manner.

Issue Before the Council:

Does Council wish to authorize an additional \$79,000 for the purchase and installation of the plant control hardware and software?

Fiscal Impact:

If approved by Council \$79,000 for the purchase and installation of plant control hardware and software would come from the enterprise fund.

Legal Opinion:

City Attorney will be available for questions.

Conclusion:

This expense is necessary to properly operate the City's WTP and WWTP.

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Public Hearing on Resolution No. 12-2018, finding of Eligibility for annexation of the Airport Tract of land located in the Northwest Quarter of Section 22, Township 37 North, Range 10 East of the New Mexico Principal Meridian, Alamosa County, Colorado.

Recommended Action:

Staff recommends that Council conduct the public hearing, and unless evidence to the contrary is introduced, adopt Resolution 12-2018 making the finding that the Airport Tract is eligible for annexation.

Background:

Upon finding the Airport property is eligible for annexation, the next step is consideration of an ordinance annexing the Airport property to the municipal boundary of Alamosa. Nothing about the finding of eligibility commits the City to adopting the annexation ordinance. Eligibility is merely a function of determining the 1/6 contiguity requirement is met, as well as the other matters concerning urbanization, etc, set forth in the Resolution.

Staff has determined that the area has 50.03% Contiguity. A copy of the airport annexation plat is attached.

Issue Before the Council:

Does Council find this property to be eligible for annexation?

Alternatives:

Council can approve the resolution based on competent evidence in the record and move forward with the consideration of the Airport Annexation or find, on competent evidence, that the area is not eligible for annexation for failure to meet one or more of the conditions set forth in the Resolution.

Fiscal Impact:

There is not any fiscal impact from a finding of eligibility. Fiscal impacts of the annexation itself are addressed later in the process when Council determines whether and on what conditions it will proceed with annexation.

Legal Opinion:

City Attorney will be present for questions.

ATTACHMENTS:

	Description	Type
▢	Resolution No. 12-2018 Airport Eligibility Resolution	Resolution
▢	Airport annexation plat	Backup Material

RESOLUTION NO. 12-2018

A RESOLUTION FINDING AIRPORT TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 10 EAST, OF THE NEW MEXICO PRINCIPAL MERIDIAN, ALAMOSA COUNTY, TO BE ELIGIBLE FOR ANNEXATION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALAMOSA, COLORADO:

The City Council of the City of Alamosa, Colorado, finds that the property generally described as approximately the northern 60 acres of the N½NW¼ of Section 22, T37N, R10E, NMPM, lying south of Airport Road and east of County Road 109 S, said descriptions being attached as Exhibit A to this Resolution, complies with the applicable annexation laws, that the land described is eligible to be annexed because there is at least one-sixth contiguity between the municipality and the area to be annexed and, after considering all competent evidence adduced at the hearing on this matter held on June 27, 2018, City Council makes the following findings:

1. A community of interest exists between the area proposed to be annexed and the City of Alamosa; that said area is urban or will be urbanized in the near future; that said area is integrated with or is capable of being integrated with the City of Alamosa, and, furthermore, it has NOT been shown that at least two of the following conditions exist:

(a) Less than fifty percent (50%) of the adult residents of the area proposed to be annexed use some of the recreation, civic, social, religious, industrial, or commercial facilities of the municipality and less than twenty-five percent (25%) of its adult residents are employed in the annexing municipality;

(b) Fifty percent (50%) or more of the land proposed to be annexed is agricultural, and the owners of such agricultural land have expressed an intention under oath to devote the land to such agricultural use for at least five (5) years;

(c) It is not physically practical to extend urban services which the municipality normally provides in common to all of its citizens on the same terms and conditions as such services are made available to such citizens to the area proposed to be annexed.

2. The City Council further determines that applicable parts of the *Municipal Annexation Act* have been met and further determines that an election is not required under said *Act* and that there are no other terms and conditions to be imposed upon said Annexation; and

Having found that the property subject to said petition is eligible to become annexed, the City Council of the City of Alamosa, Colorado, shall undertake further annexation proceedings as provided by law.

ADOPTED this 27th day of June, 2018.

CITY OF ALAMOSA

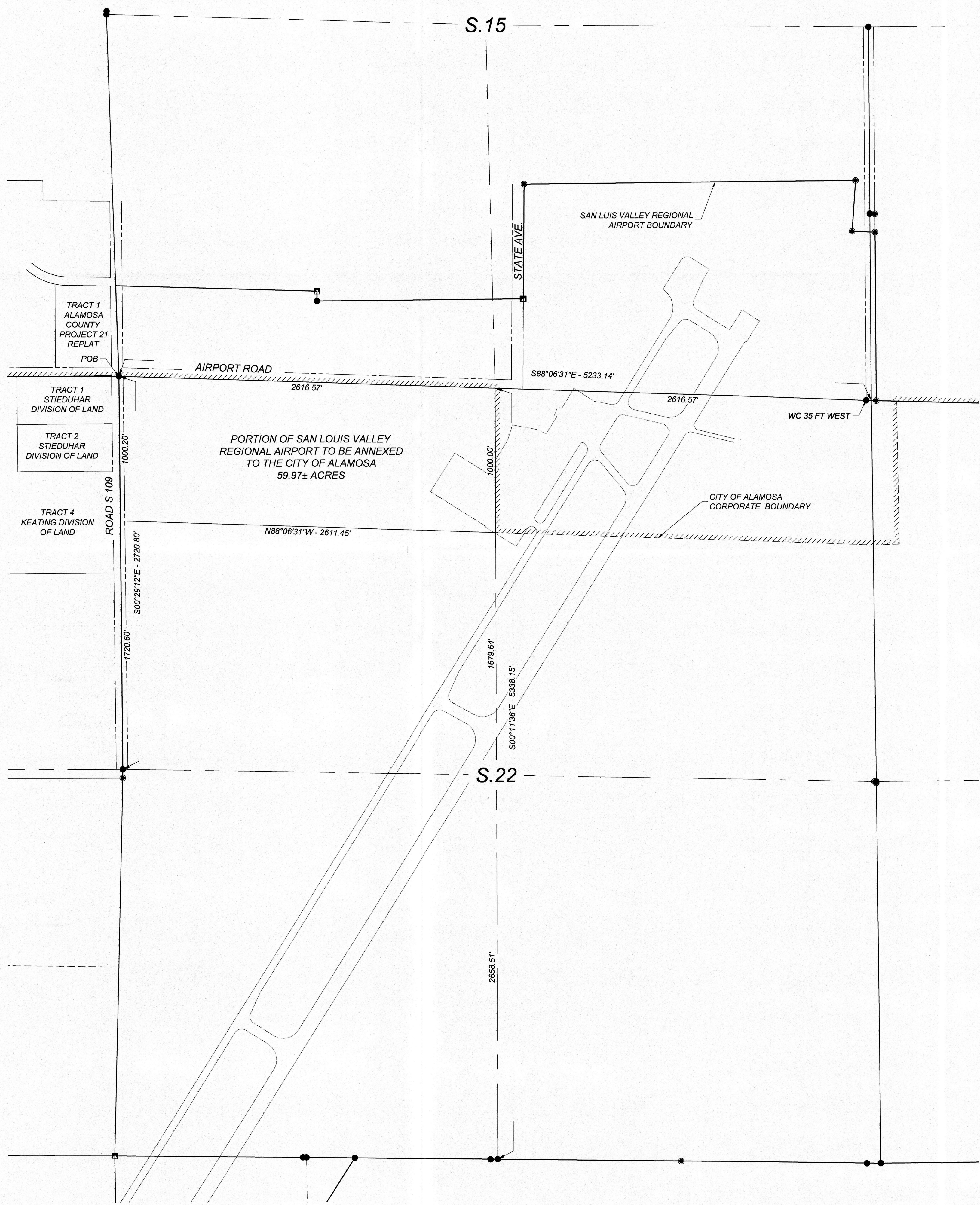
By: _____
Ty Coleman, Mayor

ATTEST: _____
Holly C. Martinez, City Clerk

EXHIBIT A TO RESOLUTION NO. 12-2018
LEGAL DESCRIPTION
AIRPORT ANNEXATION PARCEL

A tract of land located within the NW1/4 of Section 22, T.37N., R. 10E of the New Mexico Principal Meridian, Alamosa County, Colorado, being more particularly described as follows:

Beginning at the NW corner of Section 22 Monumented by a 5/8" rebar with an aluminum cap set by PLS 2281, thence S. 88°6'31"E., along the north line of said Section 22, 2616.57 feet, to the N1/4 corner thereof; thence S.00°11'36"E., along the north-south centerline of said Section 22, 1000.00 feet; thence, N.88°06'31"W., parallel with the north line of the NW1/4 of said west line of said Section 22, 1000.20 feet, more or less, to the Point of Beginning, containing 59.97 acres, more or less.



ANNEXATION DESCRIPTION

KNOWN BY ALL MEN BY THESE PRESENTS THAT UNDERSIGNED "PETITIONERS" IN ACCORDANCE WITH THE MUNICIPAL ANNEXATION ACT OF 1932 (ARTICLE 12, CHAPTER 31, C.R.S. AS AMENDED) HEREBY PETITION TO THE CITY COUNCIL OF THE CITY OF ALAMOSA, COLORADO, FOR ANNEXATION TO THE CITY OF ALAMOSA OF THE UNINCORPORATED TERRITORY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND LOCATED WITHIN THE NW1/4 OF SECTION 22, T.37N., R.10E. OF THE NEW MEXICO PRINCIPAL MERIDIAN, ALAMOSA COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NW CORNER OF SECTION 22, MONUMENTED BY A 3/4 IN REBAR WITH AN ALUMINUM CAP SET BY PLS 2281, THENCE S 88°06'31"E., ALONG THE NORTH LINE OF SAID SECTION 22, 2616.57 FEET, TO THE N1/4 CORNER THERE OF; THENCE S 00°11'36"E., ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 22, 1000.00 FEET; THENCE N 88°06'31"W., PARALLEL WITH THE NORTH LINE OF THE NW1/4 OF SAID SECTION 22, 2611.45 FEET; TO THE WEST LINE OF SAID SECTION 22; THENCE N 00°29'12"W., ALONG THE WEST LINE OF SAID SECTION 22, 1000.20 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 59.97 ACRES, MORE OR LESS

SIGNED: MAYOR, CITY OF ALAMOSA

STATE OF COLORADO } SS
COUNTY OF ALAMOSA }

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS DAY OF , 2018,
BY AND WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES

SIGNED: NOTARY PUBLIC

SIGNED: CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS
ALAMOSA COUNTY, COLORADO

STATE OF COLORADO } SS
COUNTY OF ALAMOSA }

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS DAY OF , 2018,
BY AND WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES

SIGNED: NOTARY PUBLIC

CITY PLANNING COMMISSION CERTIFICATE

APPROVED, THIS DAY OF , 2018 CITY OF ALAMOSA PLANNING COMMISSION, ALAMOSA COUNTY, COLORADO.

SIGNED: CHAIRMAN ATTEST: SECRETARY

ACCEPTANCE OF ANNEXATION

THE ANNEXATION AS SHOWN ON THIS PLAT IS HEREBY ACCEPTED AND APPROVED BY THE CITY OF ALAMOSA, COLORADO, THIS DAY OF , 2018.

SIGNED: MAYOR ATTEST: CITY CLERK

CLERK AND RECORDERS CERTIFICATE

STATE OF COLORADO } SS
COUNTY OF ALAMOSA }

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT O'CLOCK, M., THE DAY OF , 2018, AND IS DULY RECORDED UNDER RECEPTION NO. AND IS FILED IN PLAT CABINET , MAP NO.

SIGNED: RECORDER

LEGEND

- AIRPORT BOUNDARY LINE
CITY OF ALAMOSA CORPORATE BOUNDARY
RIGHT-OF-WAY LINE
FOUND ALUMINUM CAP
FOUND PLASTIC CAP
FOUND REBAR NO CAP

SURVEYOR'S NOTES

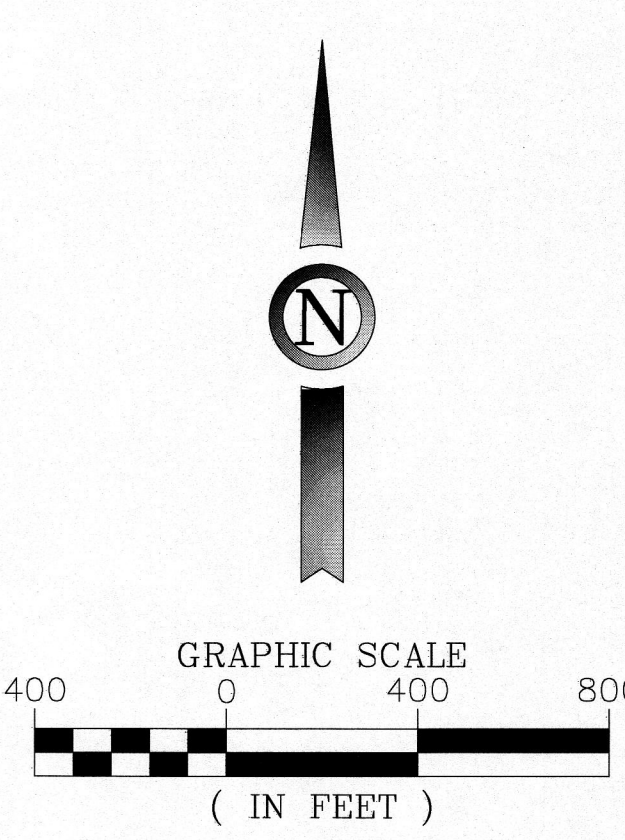
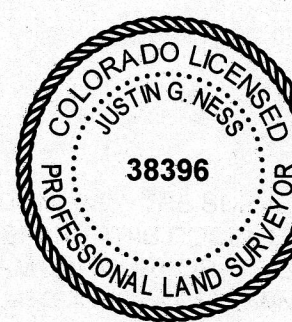
1. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY JVIATION, INC. THE SURVEYOR RELIED ON COUNTY OF ALAMOSA, AND CITY OF ALAMOSA STAFF TO PREPARE THIS DOCUMENT. THE LEGAL DESCRIPTION PROVIDED FOR THE CURRENT CITY OF ALAMOSA CORPORATE BOUNDARY WAS PROVIDED TO JVIATION BY THE CITY OF ALAMOSA. ALL RIGHTS-OF-WAY SHOWN HEREON WERE TAKEN FROM RECORD PLATS AND DOCUMENTS RESEARCHED DURING THE COURSE OF THIS SURVEY.
2. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER INITIAL DISCOVERY OF 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 CERTIFICATION OF THIS PLAT.

SURVEYORS CERTIFICATE

I, JUSTIN G. NESS, 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 OR ME UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

FIELD WORK FOR THIS SURVEY WAS COMPLETED IN FEBRUARY OF 2018.

Justin G. Ness 3/8/18
JUSTIN G. NESS
PROFESSIONAL LAND SURVEYOR No. CO-38396



SAN LUIS VALLEY REGIONAL AIRPORT
ANNEXATION
TO THE CITY OF ALAMOSA
NW1/4 SECTION 22
T.37N., R.10E., N.M.P.M.,
ALAMOSA COUNTY, COLORADO

JVIATION®

900 S. Broadway Suite #350
Denver, CO 80209
303.524.3030

www.jviation.com

JVIATION PROJ. No. 2018.ALS.01

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Renew Liquor License for Sodexo and approve designation of Campus Liquor Complex License

Recommended Action:

Approve renewal application and designation of H & R license application for Sodexo (Student Union Building) to Campus Liquor Complex License with Related Facilities

Background:

- Sodexo currently holds two H & R licenses located at 1601 First Street (Student Union Building) and 77 Stadium Drive (Vista/Rex Stadium)
- Colorado Liquor Code Reg. 12-47-411, (2.5)(a) allows an institution of higher education, or a person who contracts with the institution to provide food services, that is licensed under this section to apply to be designated a campus liquor complex at the time of initial licensure or upon license renewal.
- Sodexo contracts with Adams State University to provide food services and is licensed under such section.

For this change to occur:

- Sodexo will surrender their H & R license at 77 Stadium Drive.
- Sodexo will add Campus Liquor Complex designation to their H & R license at 1601 First Street and add Vista/Rex Stadium and the optional premise (Campus Green) as Related Facilities.

Other information:

- The entity has no changes in officers or owners.
- The operating manager is Michelle Westbrook.
- The licensee has had no liquor code violations in the past year.
- The entity is in good standing.
- The application was submitted in a timely manner.
- All required documents have been included.
- All applicable fees have been paid.

Issue Before the Council:

Does Council wish to renew this this license and add the Campus Liquor Complex designation to the License?

Alternatives:

1. Renew the license. and add the designation for Campus Liquor Complex.
2. Renew the license without adding the Campus Liquor Complex designation.
3. Do not act to renew the license. Determine potential reasons for non-renewal and schedule a hearing date.

Fiscal Impact:

N/A

Legal Opinion:

No legal issues have been raised regarding this application. The City Attorney will be present at the meeting if needed.

Conclusion:

Approve renewal and addition of Campus Liquor Complex license designation.

ATTACHMENTS:

Description		Type
	Sodexo Application for Conversion	Backup Material

Law Department

**Deborah Rowles
Liquor Licensing Group**

June 5, 2018

City Clerk's Office
Attn: Holly Martinez
300 Hunt Ave,
Alamosa, CO 81101

Re: Conversion of of H & R license for Student Union Building at Adams State University to Campus Liquor Complex License with Related Facilities

Dear Ms. Martinez:

Sodexo America LLC holds two H&R licenses on the campus of Adams State University. License #26355170257 is located at the Student Union Building at 1601 First Street, and the second, License #26355170258, is located at Vista/Rex Stadium and that license has an optional premises.

Instead of renewing both licenses at this time, Sodexo America LLC wishes to convert License #26355170257, located at the Student Union Building, to the Campus Liquor Complex license for the Adams State Campus and add Vista/Rex Stadium and the optional premise (Campus Green) as Related Facilities to License #26355170257.

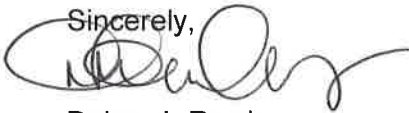
Enclosed to make this change, which can only be done at the renewal cycle, are the following:

- Permit Application and Report of Changes to designate License #26355170257 as the Campus Liquor Complex and add Related Facilities
- Campus Diagram/Map and diagrams of the Related Facilities are attached to the Report of Changes
- Affidavit of Surrender of State Liquor License for License #26355170258, conditioned upon approval of the Report of Changes and Related Facilities request
- Renewal form for License #26355170257, signed
- Checks for the following fees:
 - a. State renewal fee: \$500.00
 - b. State Report of Changes fee: \$320.00
 - c. City renewal fee: \$75.00

Let Charles Bateman, the manager at Adams State know when the hearing on this request will be so he can attend. He can be contacted at: charles.bateman@sodexo.com.

If you have any questions or need additional documents, please contact me at (301) 987-4504 . If you wish to speak with our compliance consultant, please contact Alex Heckathorn of Compliance Service of America at 800-400-1353 or by email at alex@csa-compliance.com.

Sincerely,



Deborah Rowles
Liquor Licensing
Sodexo Law Department
(301) 987-4504

**RETAIL LIQUOR OR 3.2 BEER
LICENSE RENEWAL APPLICATION**

SODEXO
PO BOX 352
BUFFALO NY 14240-0352

Fees Due	
Renewal Fee	500.00
Storage Permit \$200 x _____	_____
Optional Premise \$200 x _____	_____
Related Resort \$75 x _____	_____
Amount Due/Paid \$500.00	

Make check payable to: **Colorado Department of Revenue**.
The State may convert your check to a one-time electronic
banking transaction. Your bank account may be debited as early
as the same day received by the State. If converted, your check
will not be returned. If your check is rejected due to insufficient or
uncollected funds, the Department may collect the payment
amount directly from your banking account electronically.

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

Licensee Name SODEXO AMERICA LLC		DBA SODEXO		
Liquor License # 26355170257	License Type Hotel & Restaurant (city)	Sales Tax License # 26355170257	Expiration Date 07/21/2018	Due Date 06/06/2018
Operating Manager Michelle Westbrook	Date of Birth [REDACTED]	Home Address 15 Sunnybrook Place, Unit 1, Alamosa, CO		
Manager Phone Number (719) 588-8435		Email Address LiquorLicense.USA@Sodexo.com		
Street Address 1601 1ST ST ALAMOSA CO 81102				Phone Number (719) 587-7311
Mailing Address PO BOX 352 BUFFALO NY 14240-0352				

- Do you have legal possession of the premises at the street address above? ☐ YES ☐ NO
Is the premises owned or rented? ☐ Owned ☐ Rented* *If rented, expiration date of lease _____
- Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ YES ☐ NO
NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ YES ☐ NO
- Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation.
☐ YES ☐ NO
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ YES ☐ NO

AFFIRMATION & CONSENT

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business Thomas R. Morse	Title Vice President
Signature Thomas R. Morse	Date 6/5/18

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. **THEREFORE THIS APPLICATION IS APPROVED.**

Local Licensing Authority For		Date
Signature	Title	Attest

Instruction Sheet

For All Sections, Complete Questions 1-4 Located on Page 1

☐ **Section A**

To Register or Change Managers, check the appropriate box in section A and complete question 8 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

☐ **Section B**

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 4 for Oath of Applicant signature.

☒ **Section C**

Check the appropriate box in section C and proceed below.

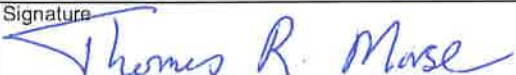
- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 3) **To Change Trade Name or Corporation Name**, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 4) **To modify Premise**, go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 5) **For Optional Premises** go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County).
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- ☒ 7) **Campus Liquor Complex Designation**, go to page 4 and complete question 10. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 8) **To add another Related Facility** to an existing Resort or Campus Liquor Complex, go to page 4 and complete question 11.

Storage Permit	5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit ☐ Retail Warehouse Permit for: ☐ On-Premises Licensee (Taverns, Restaurants etc.) ☐ Off-Premises Licensee (Liquor stores) ☐ Wholesalers Branch House Permit Address of storage premise: _____ City _____, County _____, Zip _____ Attach a deed/ lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.				
Change Trade Name or Corporate Name	6. Change of Trade Name or Corporation Name ☐ Change of Trade name / DBA only ☐ Corporate Name Change (Attach the following supporting documents) 1. Certificate of Amendment filed with the Secretary of State, or 2. Statement of Change filed with the Secretary of State, <u>and</u> 3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">Old Trade Name</td> <td style="width: 50%; padding: 2px;">New Trade Name</td> </tr> <tr> <td style="width: 50%; padding: 2px;">Old Corporate Name</td> <td style="width: 50%; padding: 2px;">New Corporate Name</td> </tr> </table>	Old Trade Name	New Trade Name	Old Corporate Name	New Corporate Name
Old Trade Name	New Trade Name				
Old Corporate Name	New Corporate Name				
Change of Location	7. Change of Location NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 12-47-311 (1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held. Date filed with Local Authority _____ Date of Hearing _____ (a) Address of current premises _____ City _____ County _____ Zip _____ (b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee) Address _____ City _____ County _____ Zip _____ (c) New mailing address if applicable. Address _____ City _____ County _____ State _____ Zip _____ (d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.				

Change of Manager	8. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 12-47-301(8). (a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging & Entertainment only) Former manager's name _____ New manager's name _____ (b) Date of Employment _____ Has manager ever managed a liquor licensed establishment? Yes ☐ No ☐ Does manager have a financial interest in any other liquor licensed establishment? Yes ☐ No ☐ If yes, give name and location of establishment _____ _____
Modify Premises or Addition of Optional Premises or Related Facility	9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities. (a) Describe change proposed _____ _____ _____ (b) If the modification is temporary, when will the proposed change: Start _____ (mo/day/year) End _____ (mo/day/year) NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$600.00 (c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? (If yes, explain in detail and describe any exemptions that apply) Yes ☐ No ☐ (d) Is the proposed change in compliance with local building and zoning laws? Yes ☐ No ☐ (e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises? Yes ☐ No ☐ (f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises. (g) Attach any existing lease that is revised due to the modification.
Campus Liquor Complex Designation	10. Campus Liquor Complex Designation An institution of higher education or a person who contracts with the institution to provide food services (a) I wish to designate my existing <u>Hotel & Restaurant</u> Liquor License # _____ to a Campus Liquor Complex Yes ☒ No ☐
Additional Related Facility	11. Additional Related Facility To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises. (a) Address of Related Facility <u>1) Vista/Rex Stadium at 77 Stadium DR, Alamosa</u> <u>2) Plaza/Campus Green in front of Rex Stadium,</u> (b) Outlined diagram provided Yes ☒ No ☐

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge

Signature 	Title Thomas R. Morse, VP	Date 6/5/18
--	------------------------------	----------------

Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended. **Therefore, This Application is Approved.**

Local Licensing Authority (City or County)		Date filed with Local Authority
Signature	Title	Date

Report of STATE Licensing Authority

The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.

Signature	Title	Date
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**BEFORE THE STATE LICENSING AUTHORITY
DEPARTMENT OF REVENUE
STATE OF COLORADO**

AFFIDAVIT FOR SURRENDER OF STATE LIQUOR LICENSE

IN THE MATTER OF:

LICENSEE: SODEXO AMERICA LLC

TRADE NAME: SODEXO

ADDRESS: 77 Stadium Drive

CITY: Alamosa STATE: CO ZIP CODE: 81102

TELEPHONE: 800-400-1353 x 225 EMAIL: Alex@csa-compliance.com

LICENSE NO: 26-35517-0258

I, Thomas R. Morse, an authorized representative of the above-named Licensee hereby voluntarily surrender the Colorado state liquor license and all related licensing privileges. Licensee hereby requests the Liquor Enforcement Division ("Division") of the Colorado Department of Revenue, on behalf of the State Liquor Licensing Authority, to ~~immediately~~ cancel, terminate, and void Licensee's Colorado state liquor license. This surrender to be effective upon approval of Campus Liquor Complex License (License 26-35517-0257) and this location and optional premises being approved and added as a "Related Facilities" to the CLC license.

Licensee states that this surrender of Licensee's Colorado state liquor license and licensing privileges is made voluntarily by the Licensee, and that Licensee is not surrendering the aforesaid liquor license(s) and privileges as the result of any threat, promise, or coercion by the Division or any of its agents or employees.

Licensee further acknowledges:

- This surrender does not violate any requirements of a Forcible Entry and Detainer (FED) order, or Writ of Restitution requiring the licensee to dispossess the licensed premises.
- That an application to transfer this liquor license has not been filed with the local licensing authority.
- This is not an attempt to avoid prosecution of a violation of the Colorado Liquor Code and that the Division may refuse to accept this affidavit of surrender until after any pending administrative action is complete.
- The Licensee's privileges will be canceled, terminated, and voided upon the issuance of an order by the Director of the Division accepting this voluntary surrender of licenses.

I affirm under penalty of perjury, I am authorized to surrender this license on behalf of the aforementioned Licensee.

Name Thomas R. Morse

Signature

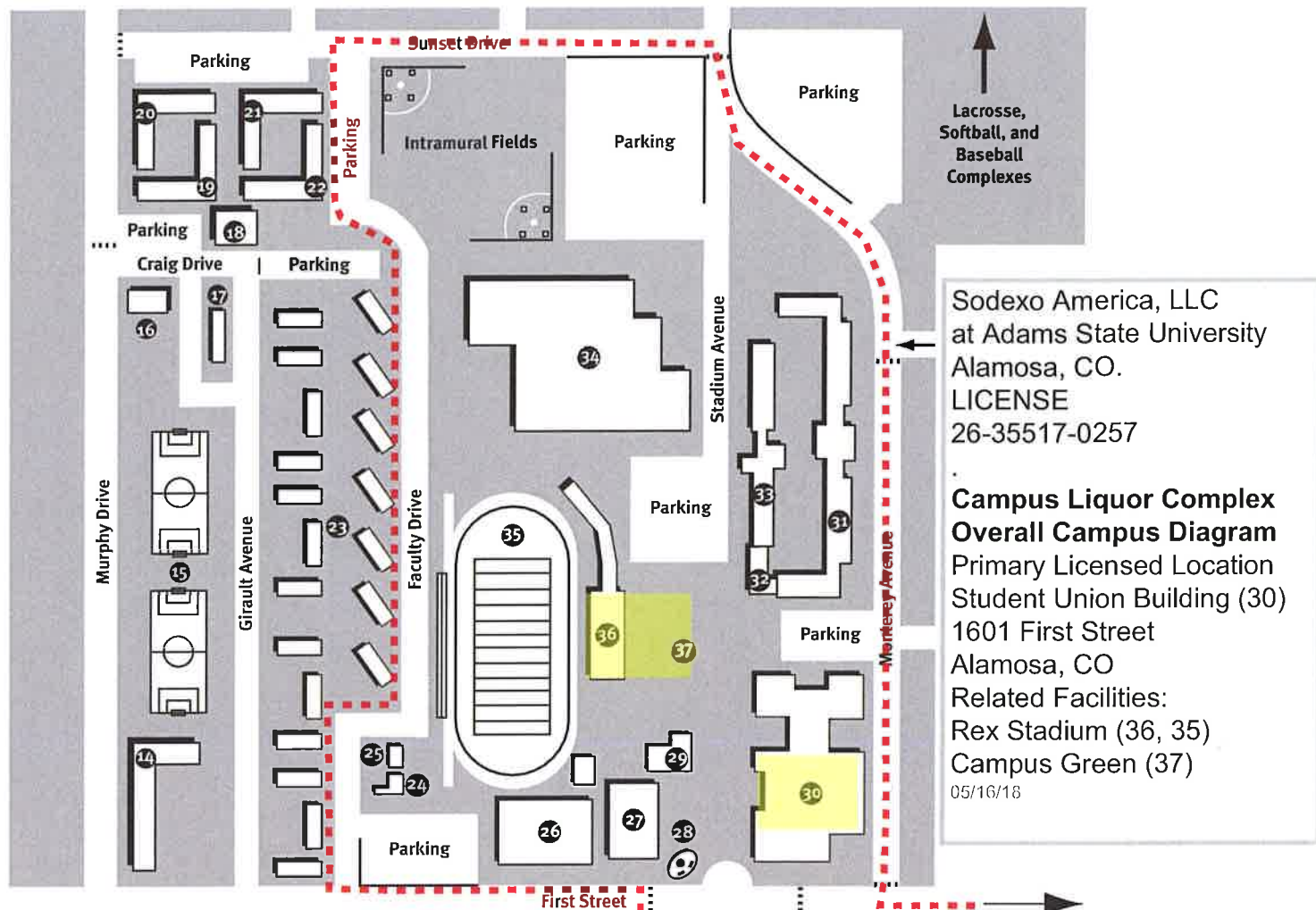


Title Vice President

Date May 16, 2018

Is this Affidavit for Surrender part of a Change of Class or New Issuance License? ☒ Yes ☐ No

This surrender to be effective upon approval of Campus Liquor Complex License (License 26-35517-0257) and this location and optional premises being approved and added as a "Related Facilities" to the CLC license.



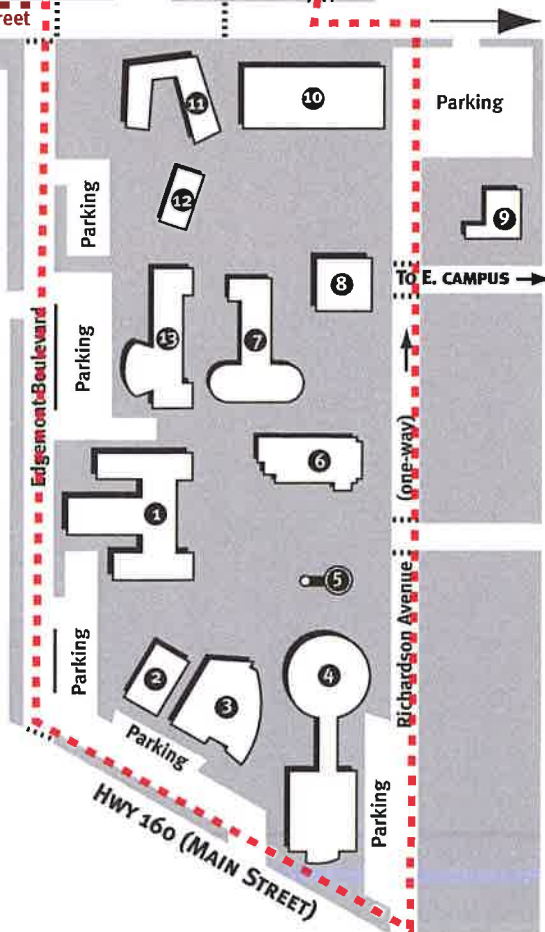
CAMPUS MAP BUILDING LEGEND

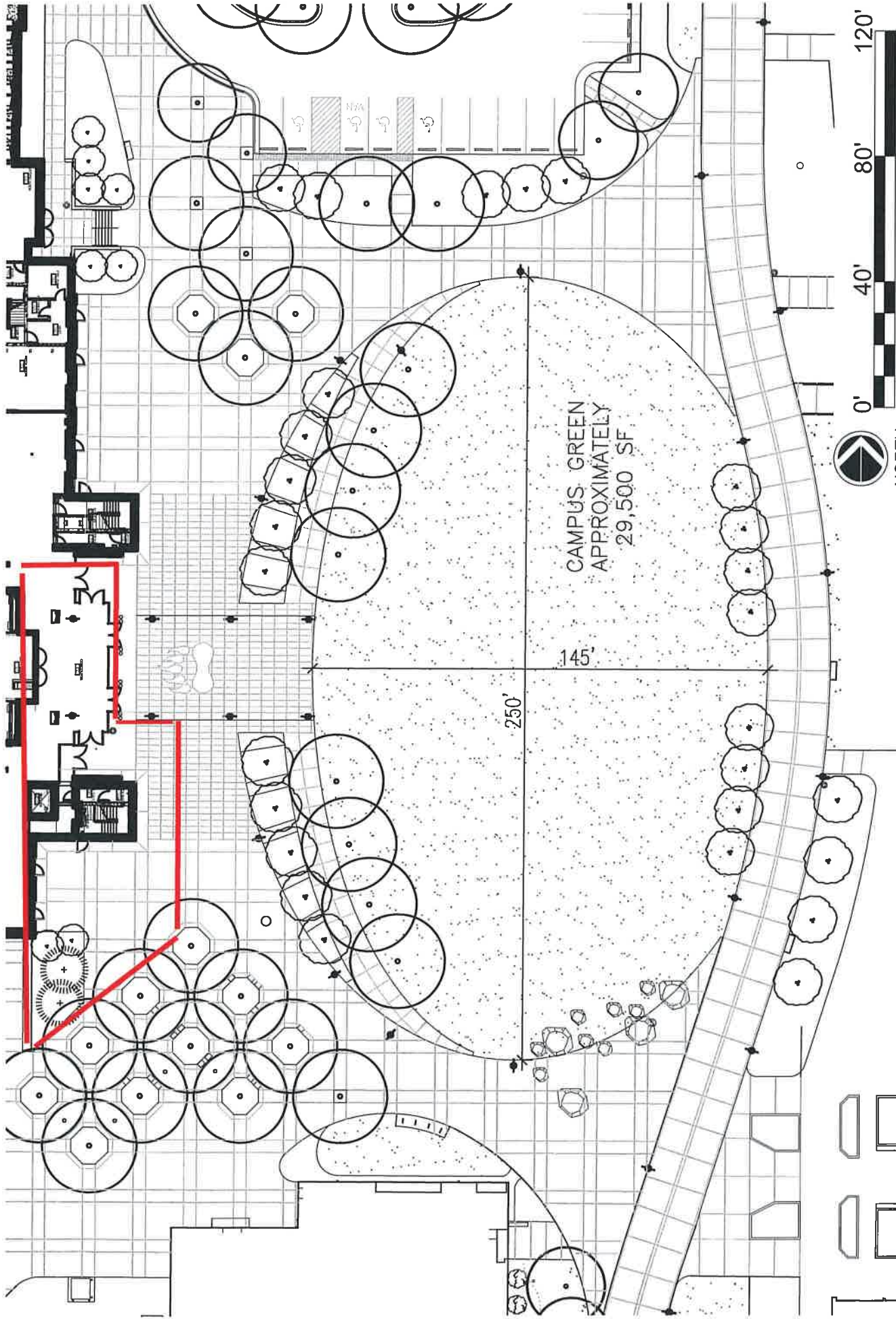
Art.....	4
CASA House.....	24
Community Partnerships.....	2
Computing Services.....	29
East Campus.....	38
Facility Services.....	14
Gingerbread House.....	17
Grizzly Courtyard.....	28
Head Start.....	16
Housing Office.....	32
Leon Memorial Concert Hall.....	8
Marvel House.....	9
McDaniel Hall.....	10
Music.....	7
Nielsen Library.....	26
North Campus Green.....	37
Plachy Hall.....	34
Porter Hall.....	13
Practice Fields.....	15
Rex Activity Center.....	27
Rex Field.....	35
Richardson Hall.....	1
School of Business.....	6
Student Union Building/One Stop..	30
Theatre.....	3
Zacheis Observatory/Planetarium.....	5



RESIDENCE HALLS

Conour Hall.....	11
Coronado Hall.....	31
Faculty Drive Apartments.....	23
Faculty Residence.....	25
Girault Hall.....	33
Houtchens Hall.....	22
McCurry Commons.....	18
McCurry Hall.....	20
Moffatt Hall.....	21
Petteys Hall/ASU Police Dept.....	12
Rex Stadium/Apartments.....	36
Savage Hall.....	19





Denver | 2301 Blake Street, Suite 100, Denver, CO 80205
303.861.8555

Vail | 0225 Main Street, Unit C101 Edwards, CO 81632
970.926.8960



Project Title: ASC Auxiliary Facilities

Issue Date: September 24, 2009
DPA Project: 09812.00.000

Sheet Title: Campus Green

Reference:
Revision:

1



DAVIS
PARTNERSHIP
ARCHITECTS

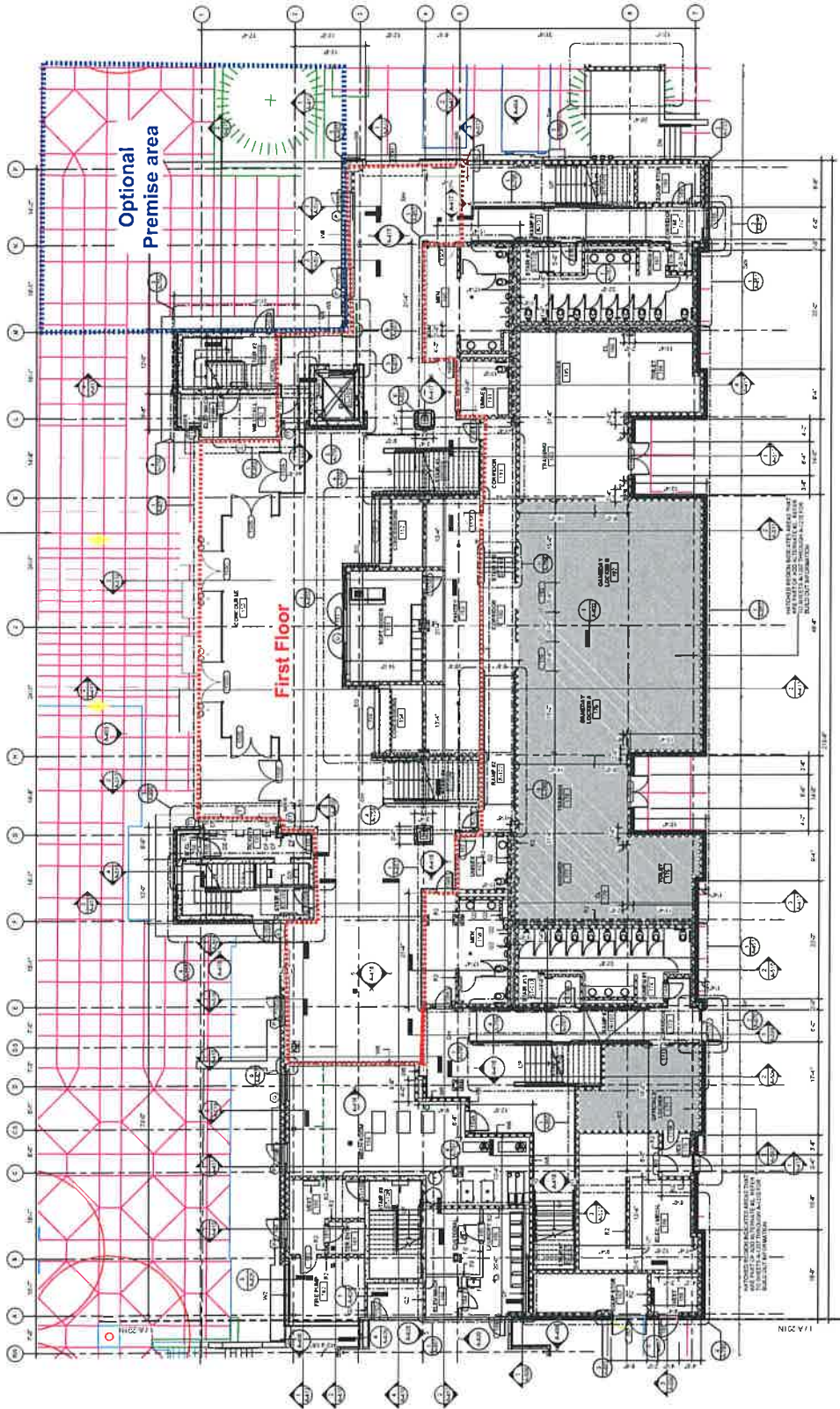
1000 N. Main Street, Suite 200
Denver, CO 80202, 303.733.8733
info@davispartnership.com

ADAMS STATE COLLEGE AUXILIARY
HOUSING NEW BUILDING
77 STADIUM DRIVE
ALAMOSA, CO 81102

PROJECT NO. 18-001
SHEET NO. 18-001-01
FIRST LEVEL
COMMUNITY
FACILITIES FLOOR
PLAN

CONSTRUCTION
DOCUMENTS 18-001-01
A-201S
18-001-01-01
18-001-01-02

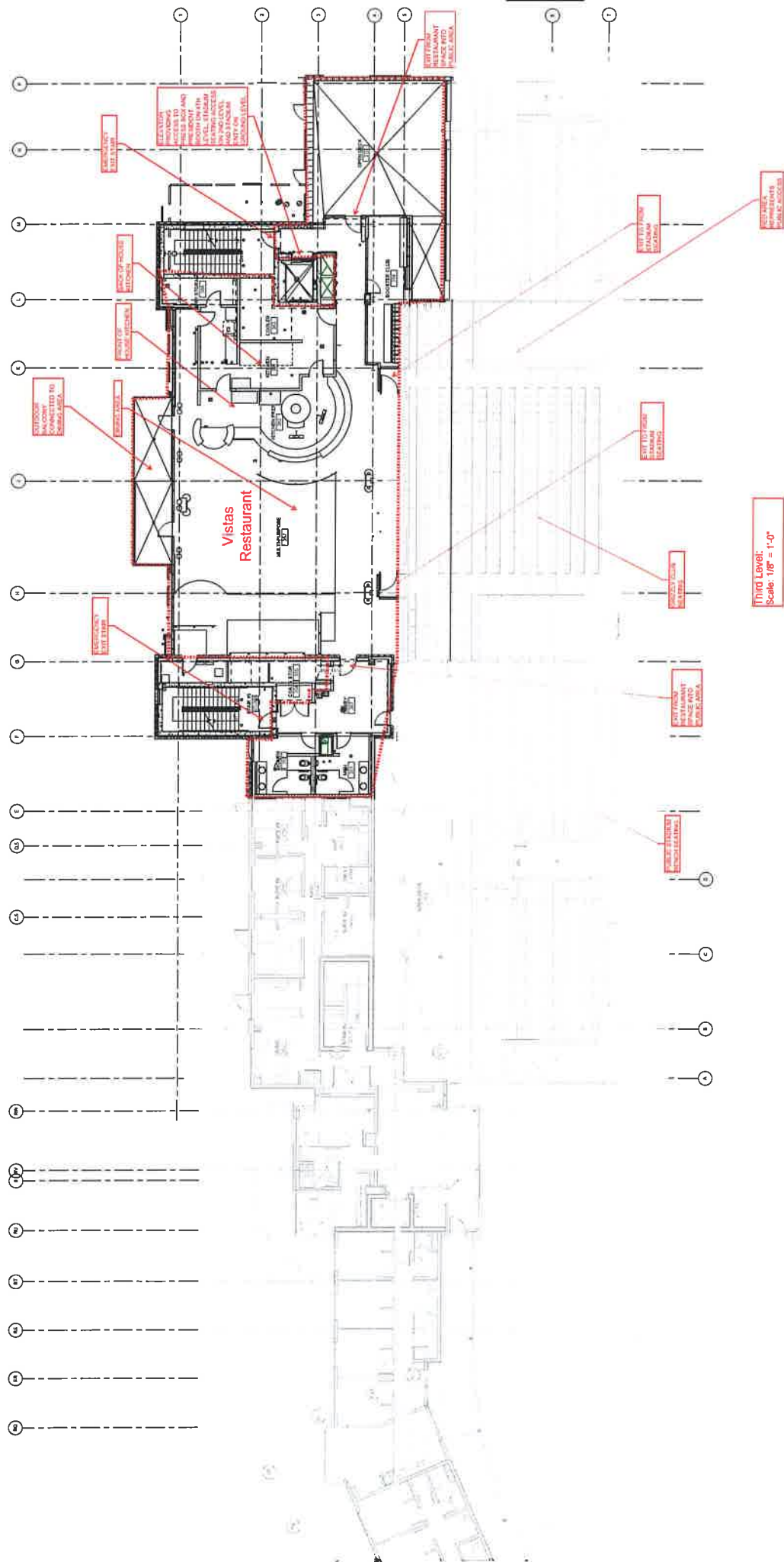
NOTE: ALL NEW WORK SHOWN OUTSIDE OF BUILDING
FOOTPRINT IS FOR REFERENCE ONLY. SEE
THE SITE PLAN FOR DETAILS.



1 COMMUNITY FACILITIES - FIRST LEVEL

0' 2' 4' 6' 8' 10' 12' 14' 16' 18' 20' 22' 24' 26' 28' 30'

GENERAL NOTE:
1. REFER TO THE SITE PLAN FOR THE PROJECT.





DAVIS
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ARCHITECTS
1201 Main Street, Suite 200
Durham, NC 27601
919.286.1100
www.davispartnership.com

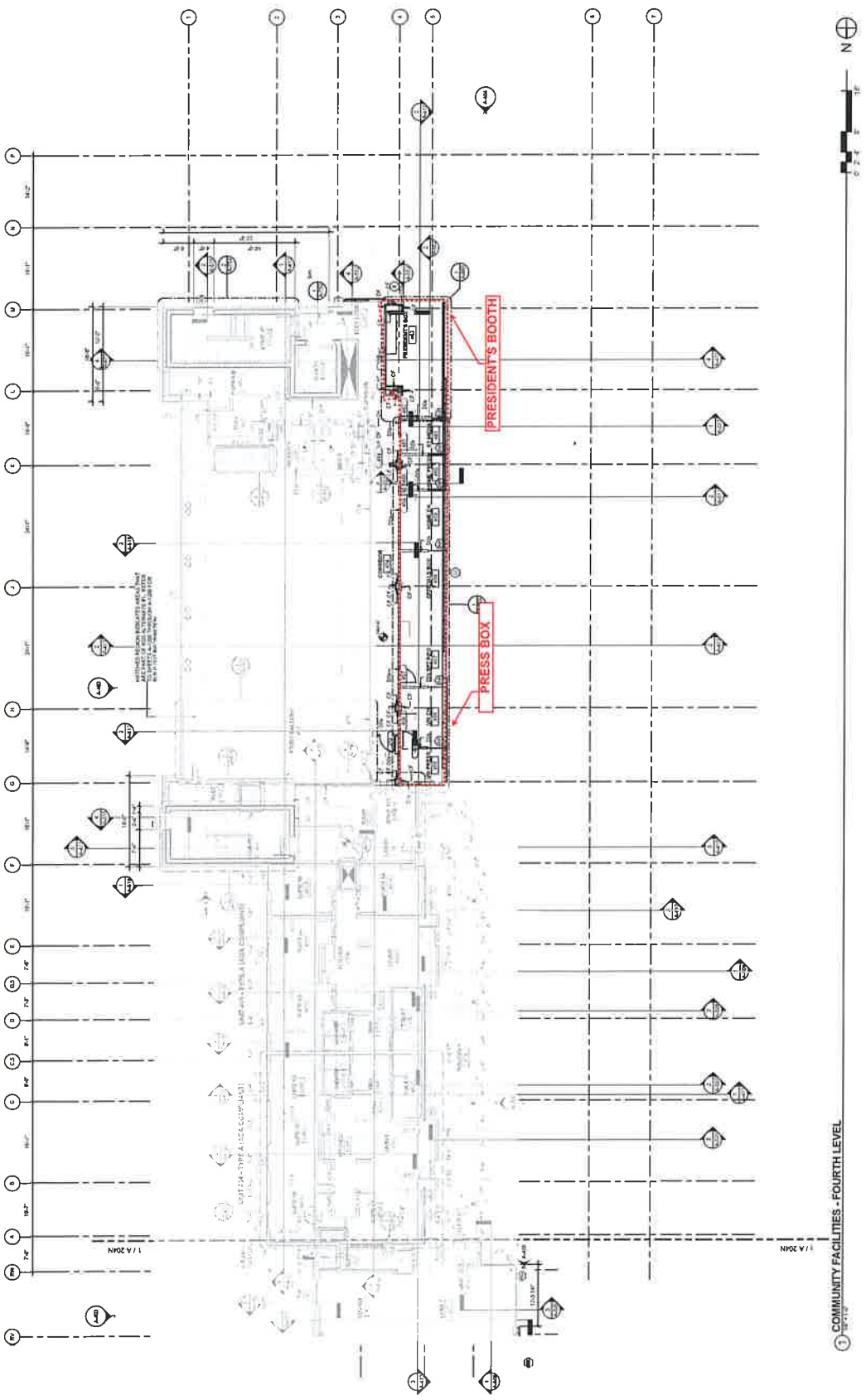
ADAMS STATE COLLEGE AUXILIARY
HOUSING NEW BUILDING
77 STADIUM DRIVE
ALAMOSA, CO 81102

PROJECT NO. 2019-001
FOURTH LEVEL
COMMUNITY
FACILITIES

CONSTRUCTION DOCUMENTS
DATE: 10/20/2019

A-204S

DATE: 10/20/2019
BY: [Signature]



1 / A 204S
COMMUNITY FACILITIES - FOURTH LEVEL

**ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION**

Subject/Title:

Colorado Municipal League Report Out

**ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION**

Subject/Title:

Executive session pursuant to C.R.S. § 24-6-402(4)(a) and (e) to discuss acquisition of First Street and Victoria Avenue right of way, and to determine positions and instruct negotiators concerning such acquisition.

**ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION**

Subject/Title:

Executive Session pursuant to C.R.S. §24-6-402(4)(f) for Personnel Matters - Evaluation of City Clerk - Third Meeting

**ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION**

Subject/Title:

Executive Session pursuant to C.R.S. §24-6-402(4)(f) for Personnel Matters - Evaluation of City Manager - Third Meeting

**ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION**

Subject/Title:

Executive Session pursuant to C.R.S. §24-6-402(4)(f) for Personnel Matters - Evaluation of City Attorney - Second Meeting