ALAMOSA CITY COUNCIL
Regular Meeting Agenda

Alamosa City Council Chambers
300 Hunt Avenue, Alamosa, CO
June 4, 2014

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.

LINK TO COUNCIL CALENDAR

7:00 p.m. – Regular Meeting

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. AGENDA APPROVAL

IV. CITIZEN COMMENT

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

A. Audience Comments
B. Follow-Up

VI. CONSENT CALENDAR A

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

C. 1. c. Approve Bid, Sunset Drainage
C. 7. a. Approve Minutes of Regular Meeting May 21, 2014
C. 7 .b. Appoint Advisory Board Members

VII. REGULAR BUSINESS

A. Presentations from Outside Agencies

1. Randy Wright, ACEDC Barbeque Competition

C. Business Brought Forward by City Staff

1. Public Works

a. **Public Hearing, Ordinance No. 4, 2014,** An Ordinance Granting a Franchise to Public Service Company, of Colorado, its affiliates, successors and assigns the right to use the streets within the City to furnish, sell, transmit and distribute electricity and natural gas to the City and to all residents of the City, granting the right to acquire, construct, install, locate, maintain, operate and extend into, within and through the city all facilities reasonably necessary to furnish, sell, transmit and distribute electricity and natural gas within and though the City of Alamosa.

b. **Public Hearing, Ordinance No. 5, 2014,** An Ordinance Providing for the Designation of Blanca Vista Pond as Youth Fishing Lake.

c. Agreement for Services with Habitat for Humanity

1. **City Manager/Legal**

a. First Reading Ordinance No. 6, 2014, amending Chapter 1, Section 1-18(a) of the Alamosa Code of Ordinances to conform sentences for violation of criminal ordinances to correspond to state standards for sentences for violation of corresponding state criminal statutes.

D. Committee Reports

E. Staff Announcements

VIII. LOCAL LIQUOR LICENSING AUTHORITY ACTIONS

A. CONSENT CALENDAR B

The Consent Calendar allows multiple actions with one motion. Consent Calendar B contains routine items that are under Council's jurisdiction as the Local Licensing Authority. Council may remove a consent calendar item for separate consideration

B.1 Approve Special Events Permit Application for Alamosa County Chamber of Commerce Rodeo events on June 19, 20, and 21, 2014.

COUNCIL COMMENT

EXECUTIVE SESSIONS

1. Pursuant to CRS 24-6-402(4)(a) to Discuss Potential Real Estate Acquisition; CRS 24-6-402(4)(b) To Receive Legal Advice from the City Attorney on condemnation issues; and CRS 24-6-402(4)(e) To Discuss Matters Subject to Negotiations, Develop Strategies For Negotiations, and Instruct Negotiators. Specific topic to be discussed in the executive session is the Pink Elephant Project.

2. Pursuant to CRS 24-6-402 (4)(f) to discuss personnel matters relating to City Manager job performance and Pursuant CRS 24-6-402 (4)(b) to receive legal advice from the City Attorney relating to the legal implications of a Council/Manager form of government as referred in the Charter.

ADJOURNMENT

Alamosa City Council Meetings and Events

Updated 5/28/2014

All events are held in Alamosa Colorado unless otherwise noted

CITY HALL IS LOCATED AT 300 HUNT				
Date	**Time**	**Event**	**Location**	**Additional Information**
May 30/31, 2014	all day, exact times TBD	Retreat	Cucharra Inn	*
June 2, 2014	6:00 p.m.	Presentation on 8th Street Project & Possible Drop Off	Alamosa BOE	**
June 17 - 20, 2014	all day	CML Annual Conference	Breckenridge	**
June 27, 2014	7:30 a.m. - 9:00 a.m.	Outreach breakfast with staff from SLV Health	SLV Health	**
July 23, 2014	4:30 p.m. - 7:00 p.m.	City Services Fair	Cole Park	***
* Work sessions are informal Council meetings for the purpose of discussion among Council members. No action is taken. The public is invited to attend, but public comment is generally not received unless otherwise noted.				
**Sponsored by outside entity. Council members have been invited to attend. Please check with originating entity for registration information				
*** Citizens are encouraged to attend this community event				
**** This is a purely social event and not open to the public				

COUNCIL COMMUNICATION

<table>
<tr><td>DATE: June 4, 2014</td><td>AGENDA NO. VI, C, 1, c</td><td rowspan="4">SUBJECT:

Award of Bid – Sunset Drive Drainage Improvement Project</td></tr>
<tr><td colspan="2">Department Head: Pat Steenburg

Department: Public Works</td></tr>
<tr><td colspan="2">City Manager: Heather Brooks</td></tr>
<tr><td colspan="2">PRESENTED BY: Pat Steenburg</td></tr>
</table>

Recommendation: That council approve the award of the 2014 Sunset Drive Drainage Improvement Project to Gardner Excavating, Inc. in the amount of $88,708.61.

Background: This is the first part of a three to four year project that is intended to improve the drainage in the area of the north part of the university, neighborhoods north and west, and Ortega Middle School. The budget for this phase was estimated and appropriated prior to final design resulting in a bid over run for this phase. For this reason, a reduced scope of work was negotiated with the successful bidder to reduce the total bid amount to $88,708.61. When the estimated $20,736 for trench preparation and asphalt patching that will be handled under separate contract is added to the bid amount it results in an estimated total project cost of $109,444.61. $110,000 was budgeted for this project. Should unexpected project overruns be experienced, we can supplement this line item from an open-ended non-potable rehabilitation project on Ross Avenue. No additional funds are being requested for this project. The original bid results, with the option of traditional excavation, bedding, backfill, and compaction are included for your review.

Gardner Excavating, Inc. (Alamosa)	**$ 171,468.75 (after application of 7% local preference as per Section 2-184(e) of the City of Alamosa Code of Ordinances.)**
Lacy Construction (Crested Butte)	$171,810.00
RMS Utilities (Alamosa)	$206,603.20 (after application of 7% local preference as per Section 2-184(e) of the City of Alamosa Code of Ordinances.)

Issue Before the Council: Does council wish to award the contract to Gardner Excavating, Inc. in the amount of $88,708.61.

Alternatives: The council may award this contract to Gardner Excavating, Inc., award the project to one of the other bidders, or reject all three bids and provide staff with further direction.

Fiscal Impact: The Scope of work originally bid was reduced to come into line with budgeted funds, no additional funds are being requested for this project.

Conclusion: We have several intersections and yards in this area of the city that flood after significant rain events causing difficulties to pedestrians, homeowners, and drivers alike. This phase is part of a multi-year project incorporating subsurface drainage infrastructure and intelligent street design that may include traffic calming infiltration basins that will not only increase pedestrian safety on Victoria Street in the area of the Middle School but will also increase our ability to effectively handle drainage issues in the area.

ALAMOSA CITY COUNCIL
Wednesday May 21, 2014
Minutes of the Meeting

The Regular Meeting of the Alamosa City Council was called to order on the above date by Mayor Josef Lucero at 7:00 p.m. The Pledge of Allegiance was recited. Present at roll call: Mayor Lucero, Councilors Jan Vigil, Rusty Johnson, Charles Griego and Michael Stefano. Councilors Coleman and Gillaspie previously requested to be excused. A quorum was declared. Also present: Finance Director Amanda McDonald, City Attorney Erich Schwiesow, and City Clerk Kristi Duarte.

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

CITIZEN COMMENT

A. Audience Comments

Venetta Burns spoke requesting a change in the city policy regarding the time frame that artificial flowers can be put at the cemetery.

Leroy Powers also spoke in regard to the time frame that people are allowed to have artificial flowers at the cemetery. He also would like to have the city policy changed.

Don Thompson thanked Council for Historic Preservation Month Proclamation that was passed at the last Council meeting.

B. Follow-Up

Heinz Bergann advised that the policy on the cemetery has been in place for the past 30 years. He will have the Recreation Advisory Board review the policy to see if anything should be updated.

CONSENT CALENDAR A. It was moved by Councilor Johnson and seconded by Councilor Vigil to approve Consent Calendar A as presented. The motion carried unanimously. Items:
C. 2. a. Receive April 2014 Expenditure Report
C. 7. a. Approve Minutes of Regular Meeting May 7, 2014
C. 7. b. Resolution No. 6, 2014, A Resolution Rescheduling the June 18, 2014 Regular Meeting of the Alamosa City Council to be Held concurrently on July 2, 2014.
C. 8. a. Receive April 2014 Monthly Reports

REGULAR BUSINESS

A. Presentations from Outside Agencies

1. Trinidad State Jr. College GED Program, Anna Mae Lindsey, Ann Stanford and Bonnie Ortega.

Staff from the GED Program presented Council with information about losing grant funds for the GED program for the upcoming school year. Without these funds the GED program cannot function. They would like to have the support of Council, in the form of a letter, to send to the Department of Education explaining how important this program is to our community.

It was moved by Councilor Griego to have staff prepare a letter of support for the GED Program. Seconded by Councilor Vigil. The motion carried unanimously.

C. Business Brought Forward by City Staff

1. Public Works

a. Ramirez Lot Line Adjustment and Right-of-Way Dedication
Pat Steenburg presented the information regarding the Lot Line Adjustment.

It was moved by Councilor Johnson, seconded by Councilor Stefano, to approve the lot line adjustment as presented. The motion carried unanimously.

b. First Reading Ordinance No. 5, 2014, An Ordinance Providing for the Designation of Blanca Vista Pond as Youth Fishing Lake.

Pat Steenburg presented the information to council regarding the Blanca Vista Lake to be used as a youth fishing area. Acting cooperatively with the local chapter of Trout Unlimited and the Colorado Department of Parks and Wildlife, it has been determined that the Blanca Vista Lake is capable of sustaining a youth fishery. Based on the data obtained during a survivability study conducted throughout the winter, the Colorado Department of Parks and Wildlife has offered to stock a catchable population of trout in the pond and maintain that population for the foreseeable future, free of charge, if the lake is designated as a youth fishing area, meaning youth under 15 can fish at this Lake.

It was moved by Councilor Griego, seconded by Councilor Johnson, to approve Ordinance No. 5, 2014, on first reading and set it for public hearing thereon on Wednesday, June 4, 2014 at 7:00 p.m. or as soon thereafter as the matter may be heard. The motion carried unanimously.

8. City Manager/Legal

a. First Reading Ordinance No. 4, 2014, An Ordinance Granting a Franchise to Public Service Company, of Colorado, its affiliates, successors and assigns the right to use the streets within the City to furnish, sell, transmit and distribute electricity and natural gas to the City and to all residents of the City, granting the right to acquire, construct, install, locate, maintain, operate and extend into, within and through the city all facilities reasonably necessary to furnish, sell, transmit and distribute electricity and natural gas within and though the City of Alamosa.

Counselor Schwiesow explained that the City has had a gas and electric franchise agreement with Public Service Company for 25 years. That agreement expired in January of 2014. Public Service is now owed by Xcel Energy. There has been a change in the formatting and some of the provisions of the franchise agreement being used by Public Service currently, but for the most part the terms and conditions remain unchanged. The agreement is for 20 years, running from January 21, 2014 (the termination date of the existing agreement) to January 20, 2034.

It was moved by Councilor Griego, seconded by Councilor Stefano, to approve Ordinance No. 4, 2014, on first reading and set it for public hearing thereon on

Wednesday, June 4, 2014 at 7:00 p.m. or as soon thereafter as the matter may be heard. The motion carried unanimously.

E. Committee Reports
Councilor Johnson gave an update on the Marketing Board.

Councilor Vigil was not able to make the BOE meeting on Monday and will be meeting with Erica Romeo regarding the meeting with the BOA.

F. Staff Announcements
Amanda McDonald gave an update to the progress of the software upgrade with Incode. She advised that Phase I should be finished by the end of the month.

COUNCIL COMMENT

Councilor Johnson thanked Don Thompson and Rhonda Boarders for the Historic Tour this past weekend. Councilor Johnson also gave an update on the Historic Preservation Advisory Committee.

Councilor Griego talked about the CML Spring outreach meeting that was on Monday, May 19th.

ADJOURNMENT. The meeting adjourned at 8:01 p.m.

Kristi Duarte, City Clerk	Josef P. Lucero, Mayor

COUNCIL COMMUNICATION

DATE: June 4, 2014	**AGENDA NO.** VI. C. 7 . B.	**SUBJECT**: Make board/commission appointments.
Department Head: Kristi Duarte, City Clerk		
City Manager: Heather Brooks		
PRESENTED BY: City Council		

Recommendation.

Consider making Board appointments.

Background. Council has received notice from citizens wishing to be re-appointed to various boards for the June 2014 appointment cycle. The following are currently seated board members that would like to be reappointed to the various boards:

- **Recreation Advisory Board.** Two seats available, both with terms ending 6/1/2017. Applicants:
  - Paul Duarte (current member, requesting reappointment)
  - David Mize (current member, requesting reappointment)

- **Tree Board**. One seat available, with term ending 6/1/2018, and one Alternate position that has never been filled since its creation (no expiration has yet been tied to this seat).
  - Karyl Scarlett (current member, requesting reappointment)

- **Historic Preservation Advisory Committee**. Two seats available with term ending 6/1/2018. Applicant:
  - Don Thompson (current member, requesting reappointment)

- **Planning Commission**. One seat available for at large with a term ending 6/1/2019. Applicants:
  - Shirley White (current member, requesting reappointment)

Council also interviewed the following applicants on May 28, 2014. This is a summary of the seats and interested applicants:

- Library Board. Three seats available with terms ending 6/1/2019. Applicants:
  - Joshua Lake, (current member, requesting reappointment)
  - Laura Bruneau, new applicant
  - Connie Velasquez, new applicant

- Historic Preservation Advisory Committee. Two seats available with terms ending 6/1/2018. Applicant:
  - Ralph Symbleme, new applicant

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

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

Fiscal Impact. N/A

Legal Opinion. Counselor Schwiesow will be available at the meeting if needed.

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

COUNCIL COMMUNICATION

<table>
<tr><td>DATE:
March 12, 2014</td><td>AGENDA NO.</td><td rowspan="4">SUBJECT:
Ordinance Approving Franchise Agreement with Public Service Company of Colorado</td></tr>
<tr><td colspan="2">Department Head
Pat Steenburg</td></tr>
<tr><td colspan="2">City Manager:
Heather Brooks</td></tr>
<tr><td colspan="2">PRESENTED BY: Erich Schwiesow</td></tr>
</table>

Recommendation:

Approve the Ordinance entering into the franchise agreement with Public Service Company of Colorado

Background:

Through Ordinance No. 89-1, the City of Alamosa has had a gas and electric franchise agreement with Public Service Company of Colorado for 25 years. That agreement expired in January of 2014, although pursuant to its terms Public Service Company continued to supply gas and electric under the provisions of that agreement until a new one is negotiated.

Public Service is now owned by Xcel Energy. There has been a change in the formatting and some of the provisions of the franchise agreements being used by Public Service currently, but for the most part the terms and conditions remain unchanged.

Staff has worked with Public Service to negotiate the franchise agreement proposed to be adopted through this ordinance. Some of the highlights of the agreement are as follows:

1. The Agreement is for 20 years, running from January 21, 2014 (the termination date of the existing agreement) to January 20, 2034.
2. As with the prior agreement and all agreements negotiated by Xcel, the franchise fee is 3% of all gross revenue generated by Public Service in the provision of its utility services
3. Unlike in the prior agreement, there is no "level playing field" provision. The prior agreement provided for a change of the franchise fee to correspond to other franchise fees offered to other municipalities. Xcel is unwilling to accept any such provisions in its new franchise agreements. It is unlikely this would ever be an issue.
4. Public Service must comply with Alamosa's adopted tree trimming guidelines, so long as consistent with industry standards.
5. Public Service will accommodate City conduit in its trenching, and allow the City to make a second bore for conduit during boring operations, at the City's discretion.

Issue Before the Council:

Does Council wish to enter into this franchise agreement for gas and electric utilities with Public Service Company?

Alternatives:

(1) Approve the ordinance on first reading and set it for public hearing.
(2) Decline to approve the ordinance on first reading, and give staff further direction on negotiation with Public Service Company.

Fiscal Impact: None. This agreement retains the current fiscal arrangement with Public Service.

Legal Opinion: City Attorney will be available to discuss any legal issues pertaining to the Agreement.

Conclusion: This agreement ensures the continued provision of gas and electric utilities throughout the City on the same basis as they have been provided for the past 25 years.

ORDINANCE NO. 4- 2014

AN ORDINANCE APPROVING A FRANCHISE AGREEMENT WITH PUBLIC SERVICE COMPANY OF COLORADO FOR THE NON-EXCLUSIVE RIGHT TO MAKE REASONABLE USE OF CITY STREETS, PUBLIC UTILITY EASEMENTS AND OTHER CITY PROPERTY: (1) TO PROVIDE GAS AND ELECTRIC UTILITY SERVICE TO THE CITY AND TO ITS RESIDENTS UNDER THE TARIFFS APPLICABLE TO THE COMPANY; AND (2) TO ACQUIRE, PURCHASE, CONSTRUCT, INSTALL, LOCATE, MAINTAIN, OPERATE, UPGRADE AND EXTEND INTO, WITHIN AND THROUGH THE CITY ALL COMPANY FACILITIES REASONABLY NECESSARY FOR THE GENERATION, PRODUCTION, MANUFACTURE, SALE, STORAGE, PURCHASE, EXCHANGE, TRANSPORTATION AND DISTRIBUTION OF UTILITY SERVICE WITHIN AND THROUGH THE CITY.

WHEREAS, the City of Alamosa (the City) wishes to grant Public Service Company of Colorado (Franchisee) a renewal of its nonexclusive franchise to make reasonable use of City streets, public utility easements (as applicable) and other City property:

(1) to provide gas and electric utility service to the City and to its residents under the tariffs applicable to Franchisee; and

(2) to acquire, purchase, construct, install, locate, maintain, operate, upgrade and extend into, within and through the City all facilities reasonably necessary for the generation, production, manufacture, sale, storage, purchase, exchange, transportation and distribution of utility service within and through the City; and

WHEREAS, the utility services to be provided pursuant to this Franchise shall be the sale of gas or electricity to residents of the City by the Franchisee under rates and tariffs approved by the Colorado Public Utilities Commission, as well as the delivery of gas to residents by the Franchisee; and

WHEREAS, the area subject to this Franchise shall extend to all areas of the City as it is now or hereafter constituted that are within the Franchisee's PUC-certificated service territory; and

WHEREAS, Franchisee's utility system will occupy the public rights-of-way within the franchise area, and Franchisee desires to use portions of its utility system to provide gas and electric utilities to residents in the franchise area; and

WHEREAS, the City has found Franchisee to be financially, technically and legally qualified to continue to operate the utility system; and

WHEREAS, the City has determined that the grant of this nonexclusive franchise to Franchisee is consistent with the public interest; and

WHEREAS, the City and Franchisee have reached agreement on the terms and conditions set forth in the Franchise Agreement attached to this Ordinance as Exhibit A, and incorporated herein

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

Section 1. Approval of Franchise Agreement. The Franchise Agreement attached to this Ordinance is hereby adopted and approved, and the Mayor is directed to execute the Agreement on behalf of the City of Alamosa.

Section 2. 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 3. Recording and Authentication. This ordinance, immediately upon its passage, shall be authenticated by the signatures of the Mayor and City Clerk, recorded in the City book of Ordinances kept for that purposes, and published according to law.

Section 4. Publication and Effective Date. This ordinance shall take effect ten (10) days after publication following final passage. Publication both before and after final passage shall be by the title of this ordinance, which Council determines constitutes a sufficient summary of the ordinance, together with the statement that the full text of the ordinance is available for public inspection and acquisition on the City's website and in the office of the City Clerk.

Section 5. Declaration of Public Interest. This ordinance is necessary to preserve the peace, health, safety, welfare, and to serve the best interest of the citizens of the City of Alamosa, Colorado.

INTRODUCED, READ AND APPROVED on first reading the 21st day of May, 2014, 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 4th day of June, 2014, 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 ____ day of ________, 2014.

CITY OF ALAMOSA

By ______________________________
Josef Lucero, Mayor

ATTEST:

____
Kristi Duarte, City Clerk

FRANCHISE AGREEMENT BETWEEN THE CITY OF ALAMOSA, COLORADO AND PUBLIC SERVICE COMPANY OF COLORADO

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ARTICLE 1
DEFINITIONS

For the purpose of this franchise agreement ("Franchise"), the following words and phrases shall have the meaning given in this Article. When not inconsistent with context, words used in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural. The word "shall" is mandatory and "may" is permissive. Words not defined in this Article shall be given their common and ordinary meaning.

§1.1 "City" refers to the City of Alamosa, a Colorado home-rule city.

§1.2 "Clean Energy" means energy produced from Renewable Energy Resources, eligible energy sources, and by means of advanced technologies that cost-effectively capture and sequester carbon emissions produced as a by-product of power generation. For purposes of this definition, "cost" means all those costs as determined by the PUC.

§1.3 "Company" refers to Public Service Company of Colorado, a Colorado corporation, and an Xcel Energy company and its successors and assigns including affiliates or subsidiaries that undertake to perform any of the obligations under this Franchise.

§1.4 "Company Facilities" refer to all facilities of the Company reasonably necessary or desirable to provide gas and electric service into, within and through the City, including but not limited to plants, works, systems, substations, transmission and distribution structures, lines, equipment, pipes, mains, conduit, transformers, underground lines, gas compressors, meters, meter reading devices, communication and data transfer equipment, control equipment, gas regulator stations, street lights, wire, cables and poles and all appurtenances thereto.

§1.5 "Council" or "City Council" refers to and is the legislative body of the City.

§1.6 "Electric Gross Revenues" refers to those amounts of money that the Company receives from the sale or delivery of electricity in the City, after adjusting for refunds, net write-offs of accounts, corrections, or regulatory adjustments. Regulatory adjustments include, but are not limited to, credits, surcharges, refunds, and pro-forma adjustments pursuant to federal or state regulation. "Electric Gross Revenues" shall exclude any revenue for the sale or delivery of electricity to the City as a customer of the Company.

§1.7 "Energy Conservation" means the decrease in energy requirements of specific customers during any selected time period, resulting in a reduction in end-use services.

§1.8 "Energy Efficiency" means the decrease in energy requirements of specific customers during any selected period with end-use services of such customers held constant.

§1.9 "Force Majeure" means the inability to undertake an obligation of this Franchise due to a cause that could not be reasonably anticipated by a party or is beyond its reasonable control after exercise of best efforts to perform, including but not limited to fire, strike, war, riots, terrorist acts, acts of governmental authority, acts of God, floods, epidemics, quarantines, labor disputes, unavailability or shortages of materials or equipment or failures or delays in the delivery of materials. Neither the City nor the Company shall be in breach of this Franchise if a failure to perform any of the duties under this Franchise is due to a Force Majeure condition.

§1.10 "Gross Revenues" refers to those amounts of money that the Company receives from the sale of gas and electricity within the City under rates authorized by the Public Utilities Commission, as well as from the transportation of gas to its customers within the City and those amounts of money, excluding expense reimbursements, which the Company receives from the use of Company Facilities in Streets and other public places (unless otherwise preempted by applicable federal or state law), as adjusted for refunds, net write-offs of uncollectible accounts, corrections, or regulatory adjustments. Regulatory adjustments include, but are not limited to, credits, surcharges, refunds, and pro-forma adjustments pursuant to federal or state regulation. "Gross Revenues" shall exclude any revenues from the sale of gas or electricity to the City or the transportation of gas to the City.

§1.11 "Industry Standards" refers to standards developed by government agencies and generally recognized organizations that engage in the business of developing utility industry standards for materials, specifications, testing, construction, repair, maintenance, manufacturing, and other facets of the electric and gas utility industries. Such agencies and organizations include, but are not limited to the U.S. Department of Transportation, the Federal Energy Regulatory Commission, the Colorado Public Utilities Commission, the American National Standards Institute (ANSI), the American Society for Testing and Materials (ASTMP), the Pipeline Research Council International, Inc. (PRCI), the American Society of Mechanical Engineers (ASME), the Institute of Electric and Electronic Engineers (IEEE), the Electric Power Research Institute (EPRI), the Gas Technology Institute (GTI) and the National Fire Protection Association (NFPA) and specifically includes the National Electric Safety Code.

§1.12 "Other City Property" refers to the surface, the air space above the surface and the area below the surface of any property owned by the City or directly controlled by the City due to the City's real property interest in the same or hereafter owned by the City, that would not otherwise fall under the definition of "Streets," but which provides a suitable location for the placement of Company Facilities as specifically approved in writing by the City. Other City Property does not include Public Utility Easements.

§1.13 "Private Project" refers to any project which is not covered by the definition of Public Project.

§1.14 "Public Project" refers to (1) any public work or improvement within the City that is wholly or beneficially owned by the City; or (2) any public work or improvement within the City where fifty percent (50%) or more of the funding is provided by any combination of the City, the federal government, the State of Colorado, any Colorado county, but excluding all entities established under Title 32 of the Colorado Revised Statutes.

§1.15 "Public Utilities Commission" or "PUC" refers to the Public Utilities Commission of the State of Colorado or other state agency succeeding to the regulatory powers of the Public Utilities Commission.

§1.16 "Public Utility Easement" refers to any platted easement over, under, or above public or private property, expressly dedicated to, and accepted by, the City for the use of public utility companies for the placement of utility facilities, including but not limited to Company Facilities.

§1.17 "Relocate," "Relocation," or "Relocated" refers to the definition assigned such terms in Section 6.8A of this Franchise.

§1.18 "Renewable Energy Resources" means wind, solar, geothermal; biomass from nontoxic plant matter consisting of agricultural crops or their byproducts, urban wood waste, mill residue, slash, or brush, or from animal wastes and products of animal wastes, or from methane produced at landfills or as a by-product of the treatment of wastewater residuals; new hydroelectricity with a nameplate rating of ten (10) megawatts or less; and hydroelectricity in existence on January 1, 2005, with a nameplate rating of thirty (30) megawatts or less; fuel cells using hydrogen derived from a Renewable Energy Resource; and recycled energy produced by a generation unit with a nameplate capacity of not more than fifteen (15) megawatts that converts the otherwise lost energy from the heat from exhaust stacks or pipes to electricity and that does not combust additional fossil fuel, and includes any eligible renewable energy resource as defined in §40-2-124(1)(a), C.R.S., as the same shall be amended from time to time.

§1.19 "Residents" refers to all persons, businesses, industries, governmental agencies, including the City, and any other entity whatsoever, presently located or to be hereinafter located, in whole or in part, within the territorial boundaries of the City.

§1.20 "Streets" or "City Streets" refers to the surface, the air space above the surface and the area below the surface of any City-dedicated or City-maintained streets, alleys, bridges, roads, lanes, access easements, and other public rights-of-way within the City, which are primarily used for vehicle traffic. Streets shall not include Public Utility Easements and Other City Property.

§1.21 "Supporting Documentation" refers to all information reasonably required or needed in order to allow the Company to design and construct any work performed under the provisions of this Franchise. Supporting Documentation may include, but is not limited to, construction plans, a description of known environmental issues, the identification of critical right-of-way or easement issues, the final recorded plat for the property, the date the site will be ready for the Company to begin construction, the date gas service and meter set are needed, and the name and contact information for the City's project manager.

§1.22 "Tariffs" refer to those tariffs of the Company on file and in effect with the PUC or other governing jurisdiction, as amended from time to time.

§1.23 "Utility Service" refers to the sale of gas or electricity to Residents by the Company under rates and Tariffs approved by the PUC, as well as the delivery of gas to Residents by the Company.

ARTICLE 2
GRANT OF FRANCHISE

§2.1 Grant of Franchise.

A. Grant. The City hereby grants to the Company, subject to all conditions, limitations, terms, and provisions contained in this Franchise, the non-exclusive right to make reasonable use of City Streets, Public Utility Easements (as applicable) and Other City Property:

(1) to provide Utility Service to the City and to its Residents under the Tariffs; and

(2) to acquire, purchase, construct, install, locate, maintain, operate, upgrade and extend into, within and through the City all Company Facilities reasonably necessary for the generation, production, manufacture, sale, storage, purchase, exchange, transportation and distribution of Utility Service within and through the City.

B. Street Lighting and Traffic Signal Lighting Service. Street lighting service and traffic signal lighting service within the City shall be governed by Tariffs on file with the Colorado PUC.

§2.2 Conditions and Limitations.

A. Scope of Franchise. The grant of this Franchise shall extend to all areas of the City as it is now or hereafter constituted that are within the Company's PUC-certificated service territory; however, nothing contained in this Franchise shall be construed to authorize the Company to engage in activities other than the provision of Utility Service.

B. Subject to City Usage. The right to make reasonable use of City Streets to provide Utility Service to the City and its Residents under this Franchise is subject to and subordinate to any City usage of said Streets.

C. Prior Grants Not Revoked. This grant and Franchise is not intended to revoke any prior license, grant, or right to use the Streets, Other City Property or Public Utility Easements and such licenses, grants or rights of use are hereby affirmed.

D. Franchise Not Exclusive. The rights granted by this Franchise are not, and shall not be deemed to be, granted exclusively to the Company, and the City reserves the right to make or grant a franchise to any other person, firm, or corporation.

§2.3 Effective Date and Term.

A. Term. This Franchise shall take effect on January 21, 2014, and shall supersede any prior franchise grants to the Company by the City, except that any change in the franchise fee from the fee currently collected by the Company and remitted to the City shall not become effective unless and until approved by the PUC. This Franchise shall terminate on January 20, 2034, unless extended by mutual consent.

ARTICLE 3
CITY POLICE POWERS

§3.1 Police Powers. The Company expressly acknowledges the City's right to adopt, from time to time, in addition to the provisions contained herein, such laws, including ordinances and regulations, as it may deem necessary in the exercise of its governmental powers. If the City considers making any substantive changes in its local codes or regulations that in the City's reasonable opinion will significantly impact the Company's operations in the City's Streets, Public Utility Easements and Other City Property, it will make a good faith effort to advise the Company of such consideration; provided, however, that lack of notice shall not be justification for the Company's non-compliance with any applicable local requirements.

§3.2 Regulation of Streets or Other City Property. The Company expressly acknowledges the City's right to enforce regulations concerning the Company's access to or use of the Streets, including requirements for permits.

§3.3 Compliance with Laws. The Company shall promptly and fully comply with all laws, regulations, permits and orders lawfully enacted by the City. Nothing herein provided shall prevent the Company from legally challenging or appealing the enactment of any laws, regulations, permits and orders enacted by the City.

ARTICLE 4
FRANCHISE FEE

§4.1 Franchise Fee.

A. Fee. In partial consideration for this Franchise, which provides the certain terms related to the Company's use of City Streets, Public Utility Easements and Other City Property, which are valuable public properties acquired and maintained by the City at great expense to its Residents, and in recognition of the fact that the grant to the Company of this Franchise is a valuable right, the Company shall pay the City a sum equal to three percent (3%) of all Gross Revenues. To the extent required by law, the Company shall collect this fee from a surcharge upon City Residents who are customers of the Company.

B. Obligation in Lieu of Fee. In the event that the franchise fee specified herein is declared void for any reason by a court of competent jurisdiction, unless prohibited by law, the Company shall be obligated to pay the City, at the same times and in the same manner as provided in this Franchise, an aggregate amount equal to the amount that the Company would have paid as a franchise fee as partial consideration for use of the

City Streets, Public Utility Easements and Other City Property. Such payments shall be made in accordance with applicable provisions of law. Further, to the extent required by law, the Company shall collect the amounts agreed upon through a surcharge upon Utility Service provided to City Residents who are customers of the Company.

C. Changes in Utility Service Industries. The City and the Company recognize that utility service industries are the subject of restructuring initiatives by legislative and regulatory authorities, and are also experiencing other changes as a result of mergers, acquisitions, and reorganizations. Some of such initiatives and changes have or may have an adverse impact upon the franchise fee revenues provided for herein. In recognition of the length of the term of this Franchise, the Company agrees that in the event of any such initiatives or changes and to the extent permitted by law, upon receiving a written request from the City, the Company will cooperate with and assist the City in modifying this Franchise in an effort to provide that the City receives an amount in franchise fees or some other form of compensation that is the same amount of franchise fees paid to the City as of the date that such initiatives and changes adversely impact franchise fee revenues.

D. Utility Service Provided to the City. No franchise fee shall be charged to the City for Utility Service provided directly or indirectly to the City for its own consumption, including street lighting service and traffic signal lighting service, unless otherwise directed by the City.

§4.2 Remittance of Franchise Fee.

A. Remittance Schedule. Franchise fee revenues shall be remitted by the Company to the City as directed by the City in monthly installments not more than thirty (30) days following the close of each month.

B. Correction of Franchise Fee Payments. In the event that either the City or the Company discovers that there has been an error in the calculation of the franchise fee payment to the City, either party shall provide written notice of the error to the other party. Subject to the following sentence, if the party receiving written notice of the error does not agree with the written notice of error, that party may challenge the written notice of error pursuant to Section 4.2D of this Franchise; otherwise, the error shall be corrected in the next monthly payment. However, subject to the terms of the Tariff, if the error results in an overpayment of the franchise fee to the City, and said overpayment is in excess of Five Thousand Dollars ($5,000.00), at the Company’s election, correction of the overpayment by the City shall take the form of a credit against future franchise fees and shall be spread over the same period the error was undiscovered or the City shall make a refund payment to the Company. All franchise fee underpayments shall be corrected in the next monthly payment, together with interest computed at the rate set by the PUC for customer security deposits held by the Company, from the date when due until the date paid. Subject to the terms of the Tariffs, in no event shall either party be required to fund or refund any overpayment or underpayment made as a result of a Company error which occurred more than five (5) years prior to the discovery of the error.

C. Audit of Franchise Fee Payments.

(1) Every three (3) years commencing at the end of the third year of this Franchise, the Company shall conduct an internal audit to investigate and determine the correctness of the franchise fee paid to the City. Such audit shall be limited to the previous three (3) calendar years. The Company shall provide a written report to the City Clerk containing the audit findings.

(2) If the City disagrees with the results of the audit, and if the parties are not able to informally resolve their differences, the City may conduct its own audit at its own expense, and the Company shall cooperate, including but not necessarily limited to, providing the City's auditor with all information reasonably necessary to complete the audit.

(3) If the results of a City audit conducted pursuant to subsection C(2) concludes that the Company has underpaid the City by five percent (5%) or more, in addition to the obligation to pay such amounts to the City, the Company shall also pay all reasonable costs of the City's audit.

D. Fee Disputes. Either party may challenge any written notification of error as provided for in Section 4.2B of this Franchise by filing a written notice to the other party within thirty (30) days of receipt of the written notification of error. The written notice shall contain a summary of the facts and reasons for the party's notice. The parties shall make good faith efforts to resolve any such notice of error before initiating any formal legal proceedings for the resolution of such error.

E. Reports. Upon written request by the City, but not more than once per year, the Company shall supply the City with reports, in such formats and providing such details as reasonably requested by the City, of all suppliers of utility service that utilize Company Facilities to sell or distribute utility service to Residents and the names and addresses of each such supplier, provided the Company shall not be required to disclose any confidential or proprietary information.

§4.3 Franchise Fee Payment not in Lieu of Permit or Other Fees. Payment of the franchise fee does not exempt the Company from any other lawful tax or fee imposed generally upon persons doing business within the City, except that the franchise fee provided for herein shall be in lieu of any occupation, occupancy or similar tax or fee for the use of City Streets, Public Utilities Easements and Other City Property.

ARTICLE 5
ADMINISTRATION OF FRANCHISE

§5.1 City Designee. The City Clerk shall designate in writing to the Company an official having full power and authority to administer this Franchise. The City Clerk may also designate one or more City representatives to act as the primary liaison with the Company as to particular matters addressed by this Franchise and shall provide the Company with the names and telephone numbers of said City representatives. The City Clerk may change these designations by providing written notice to the Company. The City's designee shall have the right, at all reasonable times, to inspect any Company Facilities in City Streets and Other City Property.

§5.2 Company Designee. The Company shall designate a representative to act as the primary liaison with the City and shall provide the City with the name, address, and telephone number for the Company's representative under this Franchise. The Company may change its designation by providing written notice to the City. The City shall use this liaison to communicate with the Company regarding Utility Service and related service needs for City facilities.

§5.3 Coordination of Work. The Company agrees to coordinate its activities in City Streets, Public Utility Easements and Other City Property with the City. The City and the Company will meet annually upon the written request of the City designee to exchange their respective short-term and long-term forecasts and/or work plans for construction and other similar work which may affect City Streets, including but not limited to any planned City Streets paving projects. The City and Company shall hold such meetings as either deems necessary to exchange additional information with a view toward coordinating their respective activities in those areas where such coordination may prove beneficial and so that the City will be assured that all applicable provisions of this Franchise, applicable building and zoning codes, and applicable City air and water pollution regulations are complied with, and that aesthetic and other relevant planning principles have been given due consideration.

ARTICLE 6
SUPPLY, CONSTRUCTION, AND DESIGN

§6.1 Purpose. The Company acknowledges the critical nature of the municipal services performed or provided by the City to the Residents that require the Company to provide prompt and reliable Utility Service and the performance of related services for City facilities. The City and the Company wish to provide for certain terms and conditions under which the Company will provide Utility Service and perform related services for the City in order to facilitate and enhance the operation of City facilities. They also wish to provide for other processes and procedures related to the provision of Utility Service to the City.

§6.2 Supply. Subject to the jurisdiction of the PUC, the Company shall take all reasonable and necessary steps to provide a sufficient supply of gas and electricity to Residents at the lowest reasonable cost consistent with reliable supplies.

§6.3 Charges to the City for Service to City Facilities.

No charges to the City by the Company for Utility Service (other than gas transportation which shall be subject to negotiated contracts) shall exceed the lowest charge for similar service or supplies provided by the Company to any other similarly situated customer of the Company. The parties acknowledge the jurisdiction of the PUC over the Company's regulated intrastate electric and gas rates.

§6.4 Restoration of Service.

A. Notification. The Company shall provide to the City daytime and nighttime telephone numbers of a designated Company representative from whom the City designee may obtain status information from the Company on a twenty-four (24) hour basis concerning interruptions of Utility Service in any part of the City.

B. Restoration. In the event the Company's gas system or electric system within the City, or any part thereof, is partially or wholly destroyed or incapacitated, the Company shall use due diligence to restore such system to satisfactory service within the shortest practicable time, or provide a reasonable alternative to such system if the Company elects not to restore such system.

§6.5 Obligations Regarding Company Facilities.

A. Company Facilities. All Company Facilities within City Streets and Other City Property shall be maintained in good repair and condition.

B. Company Work within the City. All work within City Streets and Other City Property performed or caused to be performed by the Company shall be done:

(1) in a high-quality manner that is in accordance with Industry Standards;

(2) in a timely and expeditious manner;

(3) in a manner that reasonably minimizes inconvenience to the public;

(4) in a cost-effective manner, which may include the use of qualified contractors; and

(5) in accordance with all applicable Tariffs, laws, ordinances, and regulations of the City, including, but not limited to, the City's then-existing street cut standards and excavation permit requirements, to the extent consistent with Industry Standards.

C. No Interference with City Facilities. Company Facilities shall not unreasonably interfere with any City facilities, including water facilities, sanitary or storm sewer facilities, communications facilities, or other City uses of the Streets, Public Utility Easements or Other City Property. Company Facilities shall be installed and maintained in City Streets, Public Utility Easements and Other City Property so as to reasonably minimize interference with other property, trees, and other improvements and natural features in and adjoining the Streets, Public Utility Easements and Other City Property in light of the Company's obligation under Colorado law to provide safe and reliable utility facilities and services.

D. Permit and Inspection. The installation, renovation, and replacement of any Company Facilities in the City Streets or Other City Property by or on behalf of the Company shall be subject to permit, inspection and approval by the City in accordance with applicable laws. Such permitting, inspection and approval may include, but shall not be limited to, the following matters: location of Company Facilities, cutting and pruning of trees and shrubs and disturbance of pavement, sidewalks and surfaces of City Streets or Other City Property; provided, however, Company shall have the right to cut, prune, and/or remove vegetation in accordance with its standard vegetation management requirements and procedures, so long as any tree trimming shall be accomplished in accordance with guidelines consistent with Industry Standards, that have been adopted by the City applicable to the trimming of trees on public property or rights of way. The Company agrees to cooperate with the City in conducting inspections and shall promptly perform any remedial action lawfully required by the City pursuant to any such inspection.

E. Compliance. Subject to the provisions of Section 3.3, the Company and all of its contractors shall comply with the requirements of all municipal laws, ordinances, regulations, permits, and standards lawfully adopted, including but not limited to requirements of all building and zoning codes, and requirements regarding curb and pavement cuts, excavating, digging, and other construction activities. The Company shall use commercially reasonable efforts to require that its contractors working in City Streets, Public Utility Easements or Other City Property hold the necessary licenses and permits required by law.

F. Increase in Voltage. The Company shall reimburse the City for the cost of upgrading the electrical system or facility of any City building or facility that uses Utility Service where such upgrading is solely caused or occasioned by the Company's decision to increase the voltage of delivered electrical energy. This provision shall not apply to voltage increases required by law, including but not limited to a lawful order of the PUC, or voltage increases requested by the City.

G. As-Built Drawings. Within thirty (30) days after written request of the City designee, but no sooner than fourteen (14) days after project completion, the Company shall commence its internal process to permit Company to provide, on a project by project basis, as-built drawings of any Company Facility installed within the City Streets or contiguous to the City Streets. If the requested information must be limited or cannot be provided pursuant to regulatory requirements or Company data privacy policies, Company shall promptly notify City of such restrictions. City acknowledges that the requested information is confidential information of Company and Company asserts that disclosure to members of the public would be contrary to the public interest. Accordingly, City shall deny the right of inspection of Company's confidential information as set forth in C.R.S. 24-72-204(3)(a)(IV), as may be amended from time-to-time. If an Open Records Act request is made by any third party for confidential or proprietary information that the Company has provided to the City pursuant to this Franchise, the City will promptly notify the Company of the request and shall allow the Company to defend such request at its sole expense, including filing a legal action in any court of competent jurisdiction to prevent disclosure of such information. In any such legal action the Company shall join the person requesting the information and the City. In no circumstance shall the City provide to any third party confidential information provided by the Company pursuant to this Franchise without first conferring with the Company. The Company shall defend, indemnify and hold the City harmless from any claim, judgment, costs or attorney fees incurred in participating in such proceeding. As used in this Section, as-built drawings refers to hard copies of the facility drawings as maintained in the Company's business records and shall not include information maintained in the Company's geographical information system. The Company shall not be required to create drawings that do not exist at the time of the request.

§6.6 Excavation and Construction. The Company shall be responsible for obtaining, paying for, and complying with all applicable permits, in the manner required by the laws, ordinances, and regulations of the City. Although the Company shall be responsible for obtaining and complying with the terms of such permits when performing Relocations requested by the City under Section 6.8 of this Franchise and undergrounding requested by the City under Article 11 of this Franchise, the City will not require the Company to pay the fees charged for such permits. Upon the Company submitting a construction design plan, the City shall promptly and fully advise the Company in writing of all requirements for restoration of City Streets in advance of Company excavation projects in City Streets, based upon the design submitted.

§6.7 Restoration. When the Company does any work in or affecting the City Streets, Public Utility Easements or Other City Property, it shall, at its own expense, promptly remove any obstructions placed thereon or therein by the Company and restore such City Streets, Public Utility Easements or Other City Property to a condition that is substantially the same as existed before the work, and that meets applicable City standards. If weather or other conditions do not permit the complete restoration required by this Section, the Company may with the approval of the City, temporarily restore the affected City Streets, Public Utility Easements or Other City Property, provided that such temporary restoration is not at the City's expense and provided further that the Company promptly undertakes and completes the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration. Upon the request of the City, the Company shall restore the Streets, Public Utility Easements or Other City Property to a better condition than existed before the Company work was undertaken, provided that the City shall be responsible for any incremental costs of such restoration not required by then-current City standards, and provided the City seeks and/or grants, as applicable, any additional required approvals. If the Company fails to promptly restore the City Streets, Public Utility Easements or Other City Property as required by this Section, and if, in the reasonable discretion of the City immediate action is required for the protection of public health, safety or welfare, the City may restore such Streets, Public Utility Easements or Other City Property or remove the obstruction therefrom; provided however, City actions do not interfere with Company Facilities. The Company shall be responsible for the actual cost incurred by the City to restore such City Streets, Public Utility Easements or Other City Property or to remove any obstructions therefrom. In the course of its restoration of City Streets, Public Utility Easements or Other City Property under this Section, the City shall not perform work on Company Facilities unless specifically authorized by the Company in writing on a project-by-project basis and subject to the terms and conditions agreed to in such authorization.

§6.8 Relocation of Company Facilities.

A. Relocation Obligation. The Company shall temporarily or permanently remove, relocate, change or alter the position of any Company Facility (collectively, "Relocate(s)," "Relocation(s)" or "Relocated") in City Streets or in Other City Property at no cost or expense to the City whenever such Relocation is necessary for the completion of any Public Project. In the case of Relocation that is necessary for the completion of any Public Project in a Public Utility Easement, the Company shall not be responsible for any Relocation costs. In the event of any Relocation contemplated pursuant to this Section 6.8A, the Company and the City agree to cooperate on the location and Relocation of the Company Facilities in the City Streets or Other City Property in order to achieve Relocation in the most efficient and cost-effective manner possible. Notwithstanding the foregoing, once the Company has Relocated any Company Facility at the City's direction, if the City requests that the same Company Facility be Relocated within two (2) years, the subsequent Relocation shall not be at the Company's expense. Nothing provided herein shall prevent the Company from obtaining reimbursement of its Relocation costs from third parties.

B. Private Projects. Subject to Section 6.8.F, the Company shall not be responsible for the expenses of any Relocation required by Private Projects, and the Company has the right to require the payment of estimated Relocation expenses from the party causing, or responsible for, the Relocation before undertaking the Relocation.

C. Relocation Performance. The Relocations set forth in Section 6.8.A of this Franchise shall be completed within a reasonable time, not to exceed one hundred twenty (120) days from the later of the date on which the City designee requests, in writing, that the Relocation commence, or the date when the Company is provided all Supporting Documentation. The Company shall receive an extension of time to complete a Relocation where the Company's performance was delayed due to Force Majeure or the failure of the City to provide adequate Supporting Documentation. The Company has the burden of presenting evidence to reasonably demonstrate the basis for the delay. Upon written request of the Company, the City may also grant the Company reasonable extensions of time for good cause shown and the City shall not unreasonably withhold or condition any such extension.

D. City Revision of Supporting Documentation. Any revision by the City of Supporting Documentation provided to the Company that causes the Company to substantially redesign and/or change its plans regarding facility Relocation shall be deemed good cause for a reasonable extension of time to complete the Relocation under this Franchise.

E. Completion. Each such Relocation shall be complete only when the Company actually Relocates the Company Facilities, restores the Relocation site in accordance with Section 6.7 of this Franchise or as otherwise agreed with the City, and removes from the site or properly abandons on site all unused facilities, equipment, material and other impediments.

F. Scope of Obligation. Notwithstanding anything to the contrary in this Franchise, the Company shall not be required to Relocate any Company Facilities from property (a) owned by the Company in fee; or (b) in which the Company has a property right, grant or interest, including without limitation an easement.

G. Underground Relocation. Underground facilities shall be Relocated underground. Above ground facilities shall be Relocated above ground unless the Company is paid for the incremental amount by which the underground cost would exceed the above ground cost of Relocation, or the City requests that such additional incremental cost be paid out of available funds under Article 11 of this Franchise.

H. Coordination.

(1) When requested in writing by the City designee or the Company, representatives of the City and the Company shall meet to share information regarding anticipated projects which will require Relocation of Company Facilities in City Streets. Such meetings shall be for the purpose of minimizing conflicts where possible and to facilitate coordination with any reasonable timetable established by the City for any Public Project.

(2) The City shall make reasonable best efforts to provide the Company with two (2) years advance notice of any planned Street repaving. The Company shall make reasonable best efforts to complete any necessary or anticipated repairs or upgrades to Company Facilities that are located underneath the Streets within the two-year period if practicable.

I. Proposed Alternatives or Modifications. Upon receipt of written notice of a required Relocation, the Company may propose an alternative to or modification of the Public Project requiring the Relocation in an effort to mitigate or avoid the impact of the required Relocation of Company Facilities. The City shall in good faith review the proposed alternative or modification. The acceptance of the proposed alternative or modification shall be at the sole discretion of the City. In the event the City accepts the proposed alternative or modification, the Company agrees to promptly compensate the City for all additional costs, expenses or delay that the City reasonably determines resulted from the implementation of the proposed alternative.

§6.9 New or Modified Service Requested by City. The conditions under which the Company shall install new or modified Utility Service to the City as a customer shall be governed by this Franchise and the Company's Tariffs and the Tariffs shall control in the event of a conflict.

§6.10 Service to New Areas. If the territorial boundaries of the City are expanded during the term of this Franchise, the Company shall, to the extent permitted by law, extend service to Residents in the expanded area at the earliest practicable time if the expanded area is within the Company's PUC-certificated service territory. Service to the expanded area shall be in accordance with the terms of the Tariffs and this Franchise, including the payment of franchise fees.

§6.11 City Not Required to Advance Funds if Permitted by Tariffs. Upon receipt of the City's authorization for billing and construction, the Company shall install Company Facilities to provide Utility Service to the City as a customer, without requiring the City to advance funds prior to construction. The City shall pay for the installation of Company Facilities once completed in accordance with the Tariffs. Notwithstanding anything to the contrary, the provisions of this Section allowing the City to not advance funds prior to construction shall only apply to the extent permitted by the Tariffs.

§6.12 Technological Improvements. The Company shall use its best efforts to incorporate, as soon as practicable, technological advances in its equipment and service within the City when such advances are technically and economically feasible and are safe and beneficial to the City and its Residents.

ARTICLE 7
RELIABILITY

§7.1 Reliability. The Company shall operate and maintain Company Facilities efficiently and economically and in accordance with the high standards and best systems, methods and skills consistent with the provision of adequate, safe and reliable Utility Service.

§7.2 Franchise Performance Obligations. The Company recognizes that, as part of its obligations and commitments under this Franchise, the Company shall carry out each of its performance obligations in a timely, expeditious, efficient, economical and workmanlike manner.

§7.3 Reliability Reports. Upon written request, the Company shall provide the City with a report regarding the reliability of Company Facilities and Utility Service.

ARTICLE 8
COMPANY PERFORMANCE OBLIGATIONS

§8.1 New or Modified Service to City Facilities. In providing new or modified Utility Service to City facilities, the Company agrees to perform as follows:

A. Performance. The Company shall complete each project requested by the City within a reasonable time. The parties agree that a reasonable time shall not exceed one hundred eighty (180) days from the date upon which the City designee makes a written request and provides the required Supporting Documentation for all Company Facilities other than traffic facilities. The Company shall be entitled to an extension of time to complete a project where the Company's performance was delayed due to Force Majeure. Upon request of the Company, the City designee may also grant the Company reasonable extensions of time for good cause shown and the City shall not unreasonably withhold any such extension.

B. City Revision of Supporting Documentation. Any revision by the City of Supporting Documentation provided to the Company that causes the Company to substantially redesign and/or change its plans regarding new or modified service to City facilities shall be deemed good cause for a reasonable extension of time to complete the

Relocation under this Franchise.

C. Completion/Restoration. Each such project shall be complete only when the Company actually provides the service installation or modification required, restores the project site in accordance with the terms of this Franchise or as otherwise agreed with the City and removes from the site or properly abandons on site any unused facilities, equipment, material and other impediments.

§8.2 Adjustments to Company Facilities. The Company shall perform adjustments to Company Facilities, including manholes and other appurtenances in Streets and Other City Property, to accommodate City Street maintenance, repair and paving operations at no cost to the City. In providing such adjustments to Company Facilities, the Company agrees to perform as follows:

A. Performance. The Company shall complete each requested adjustment within a reasonable time, not to exceed thirty (30) days from the date upon which the City makes a written request and provides to the Company all information reasonably necessary to perform the adjustment. The Company shall be entitled to an extension of time to complete an adjustment where the Company's performance was delayed due to Force Majeure. Upon request of the Company, the City may also grant the Company reasonable extensions of time for good cause shown and the City shall not unreasonably withhold any such extension.

B. Completion/Restoration. Each such adjustment shall be complete only when the Company actually adjusts and, if required, readjusts, Company Facilities to accommodate City operations in accordance with City instructions following City paving operations.

C. Coordination. As requested by the City or the Company, representatives of the City and the Company shall meet regarding anticipated Street maintenance operations which will require such adjustments to Company Facilities in Streets or Other City Property. Such meetings shall be for the purpose of coordinating and facilitating performance under this Section.

§8.3 Third Party Damage Recovery.

A. Damage to Company Interests. If any individual or entity damages any Company Facilities, to the extent permitted by law the City will notify the Company of any such incident of which it has knowledge and will provide to the Company within a reasonable time all pertinent information within its possession regarding the incident and the damage, including the identity of the responsible individual or entity.

B. Damage to Company Property for which the City is Responsible. If any individual or entity damages any Company Facilities for which the City is obligated to reimburse the Company for the cost of the repair or replacement, to the extent permitted by law, the Company will notify the City of any such incident of which it has knowledge and will provide to the City within a reasonable time all pertinent information within its possession regarding the incident and the damage, including the identity of the responsible individual or entity.

C. Meeting. The Company and the City agree to meet periodically upon written request of either party for the purpose of developing, implementing, reviewing, improving and/or modifying mutually beneficial procedures and methods for the efficient gathering and transmittal of information useful in recovery efforts against third parties for damaging Company Facilities.

ARTICLE 9
BILLING AND PAYMENT

§9.1 Billing for Utility Services.

A. Monthly Billing. Unless otherwise provided in the Tariffs, the rules and regulations of the PUC, or the Public Utility Law, the Company shall render bills monthly to the offices of the City for Utility Service and other related services for which the Company is entitled to payment.

B. Address for Billing. Billings for service rendered during the preceding month shall be sent to the person(s) designated by the City and payment for same shall be made as prescribed in this Franchise and the applicable Company Tariffs.

C. Supporting Documents. To the extent requested by the City, the Company shall provide all billings and any underlying Supporting Documentation reasonably requested by the City in an editable and manipulatable electronic format that is acceptable to the Company and the City.

D. Annual Meetings. The Company agrees to meet with the City designee on a reasonable basis for the purpose of developing, implementing, reviewing, and/or modifying mutually beneficial and acceptable billing procedures, methods, and formats which may include, without limitation, electronic billing and upgrades or beneficial alternatives to the Company's current most advanced billing technology, for the efficient and cost effective rendering and processing of such billings submitted by the Company to the City.

§9.2 Payment to City. In the event the City determines after written notice to the Company that the Company is liable to the City for payments, costs, expenses or damages of any nature, and subject to the Company's right to challenge such determination, the City may deduct all monies due and owing the City from any other amounts currently due and owing the Company. Upon receipt of such written notice, the Company may request a meeting between the Company's designee and a designee of the City to discuss such determination. The City agrees to attend such a meeting. As an alternative to such deduction and subject to the Company's right to challenge, the City may bill the Company for such assessment(s), in which case, the Company shall pay each such bill within thirty (30) days of the date of receipt of such bill unless it challenges the validity of the charge. If the Company challenges the City determination of liability, the City shall make such payments to the Company for Utility Service received by City pursuant to the Tariffs until the challenge has been finally resolved.

ARTICLE 10
USE OF COMPANY FACILITIES

§10.1 City Use of Company Electric Distribution Poles. The City shall be permitted to make use of Company electric distribution poles in the City, subject to the Tariffs, without a use fee for the placement of City equipment or facilities necessary to serve a legitimate police, fire, emergency, public safety or traffic control purpose. The City will notify the Company in advance and in writing of its intent to use Company distribution poles and the nature of such use unless it is impracticable to provide such advance notice because of emergency circumstances, in which event the City will provide such notice as soon as practicable. The City shall be responsible for costs associated with modifications to Company electric distribution poles to accommodate the City's use of such Company electric distribution poles and for any electricity used. No such use of Company electric distribution poles may occur if it would constitute a safety hazard or would interfere with the Company's use of Company utility facilities. Any such City use must comply with the National Electric Safety Code and all other applicable laws, rules and regulations.

§10.2 Third Party Use of Company Electric Distribution Poles. If requested in writing by the City, the Company may allow other companies who hold franchises, or otherwise have obtained consent from the City to use the Streets, to utilize Company electric distribution poles in City Streets and Other City Property, subject to the Tariffs, for the placement of their facilities upon approval by the Company and agreement upon reasonable terms and conditions including payment of fees established by the Company. No such use shall be permitted if it would constitute a safety hazard or would interfere with the Company's use of Company electric distribution facilities. The Company shall not be required to permit the use of Company electric distribution poles for the provision of utility service except as otherwise required by law.

§10.3 Placement of Underground Conduit.

A. When the Company installs new underground conduit in Streets and public places via an open trench or replaces such conduit via an open trench, at the City's written request, the Company shall meet with the City, as soon as reasonably practical after the City's request, to discuss the feasibility of the City safely installing similar conduit for City telecommunications equipment; provided however, that such request cannot delay the Company's project. In no event shall the Company allow the placement of such conduit if it would be unsafe, in violation of generally recognized industry standards or cause the Company undue delay in the completion of the project. All additional costs incurred by the Company as a result of allowing access to the Company's trench shall be the sole responsibility of the City. The City agrees that if the Company allows the placement of the City's conduit in the Company's open trench, the City hereby releases the Company from any claims it may have regarding the co-location.

B. When the Company installs new underground conduit in Streets and public places or replaces such conduit via a bore, at the City's written request the Company shall meet with the City, as soon as reasonably practical after the City's request to discuss the feasibility, safety and coordination of the Company ordering a second bore to accommodate conduit for City telecommunications equipment; provided however, that such request cannot delay the Company's project. All costs for a second bore shall be the sole responsibility of the City, and the City hereby releases the Company from any claims it may have regarding the second bore. If the Company uses its own equipment and personnel for the boring, City acknowledges that Company will not perform a bore for the City and should the City desire to install a second bore to accommodate City telecommunications equipment, the City shall be responsible for arranging the completion of any bore in coordination with the Company's boring schedule at the City's sole expense.

§10.4 City Use of Company Transmission Rights-of-Way. The Company shall offer to grant to the City use of transmission rights-of-way which it now, or in the future, owns in fee within the City for trails, parks and open space on terms comparable to those offered to other municipalities; provided, however, that the Company shall not be required to make such an offer in any circumstance where such use would constitute a safety hazard or would interfere with the Company's use of the transmission right-of-way. In order to exercise this right, the City must make specific, advance written request to the Company for any such use and must enter such written agreements as the Company may reasonably require.

§10.5 Emergencies. Upon written request, the Company shall assist the City in developing an emergency management plan that is consistent with Company policies. The City and the Company shall work cooperatively with each other in any emergency or disaster situation to address the emergency or disaster.

ARTICLE 11
UNDERGROUNDING OF OVERHEAD FACILITIES

§11.1 Underground Electrical Lines in New Areas.

Upon payment to the Company of the charges provided in the Tariffs or their equivalent, the Company shall place all newly constructed electrical distribution lines in newly developed areas of the City underground in accordance with applicable laws, regulations and orders of the City.

§11.2 Underground Conversion at Expense of Company.

A. Underground Fund. The Company shall budget and allocate an annual amount, equivalent to one percent (1%) of the preceding year's Electric Gross Revenues (the "Fund"), for the purpose of undergrounding its existing overhead electric distribution facilities in the City in City Streets, Other City Property or Public Utility Easements, as may be requested by the City designee. If the City requires Relocation of overhead electric facilities in the Streets and Other City Property and there is no room to relocate the Facilities overhead, the Company may relocate the Facilities underground, and may charge the cost of undergrounding to the Fund.

B. Unexpended Portion and Advances. Any unexpended portion of the Fund shall be carried over to succeeding years and, in addition, upon request by the City, the Company agrees to advance and expend amounts anticipated to be available under the preceding paragraph for up to three (3) years in advance provided there are at least three (3) years remaining under the term of this Franchise. Any amounts so advanced shall be credited against amounts to be expended in succeeding years. Any funds left accumulated under any prior franchise shall be carried over to this Franchise. Notwithstanding the foregoing, the City shall have no vested interest in monies allocated to the Fund and any monies in the Fund not expended at the expiration or termination of this Franchise shall remain the property of the Company. At the expiration or termination of this Franchise, the Company shall not be required to underground any existing overhead facilities pursuant to this Article, but may do so in its sole discretion.

C. System-wide Undergrounding. If, during the term of this Franchise, the Company should receive authority from the PUC to undertake a system-wide program or programs of undergrounding its electric distribution facilities system-wide, the Company will budget and allocate to the program of undergrounding in the City such amount as may be determined and approved by the PUC, but in no case shall such amount be less than the one percent (1%) of annual Electric Gross Revenues provided above.

D. City Requirement to Underground. In addition to the provisions of this Article, the City may require any above ground Company Facilities to be moved underground at the City's expense.

§11.3 Undergrounding Performance. Upon receipt of a written request from the City, the Company shall underground Company Facilities pursuant to the provisions of this Article, in accordance with the procedures set forth in this Section.

A. Estimates. Promptly upon receipt of an undergrounding request from the City and the Supporting Documentation necessary for the Company to design the undergrounding project, the Company shall prepare a detailed, good faith cost estimate of the anticipated actual cost of the requested project for the City to review and, if acceptable to the City, the City will issue a project authorization. At the City's request, the Company will provide all documentation that forms the basis of the estimate that is not proprietary. The Company will not proceed with any requested project until the City has provided a written acceptance of the Company estimate.

B. Performance. The Company shall complete each undergrounding project requested by the City within a reasonable time considering the size and scope of each project, not to exceed two hundred forty (240) days from the later of the date upon which the City designee makes a written request or the date the City provides to the Company all Supporting Documentation. The Company shall have one hundred twenty (120) days after receiving the City's written request to design project plans, prepare the good faith estimate, and transmit same to the City designee for review. If City approval of the plans and estimate has not been granted, the Company's good faith estimate will be void sixty (60) days after delivery of the plans and estimate to the City designee. If the plans and estimate are approved by the City, the Company shall have one hundred twenty (120) days to complete the project, from the date of the City designee's authorization of the underground project, plus any of the one hundred twenty (120) unused days in preparing the good faith estimate. At the Company's sole discretion, if the good faith estimate has expired because the City designee has not approved the same within sixty (60) days, the Company may extend the good faith estimate or prepare a new estimate using current prices. The Company shall be entitled to an extension of time to complete each undergrounding project where the Company's performance was delayed due to a Force Majeure condition. Upon written request of the Company, the City may also grant the Company reasonable extensions of time for good cause shown and the City shall not unreasonably withhold any such extension.

C. City Revision of Supporting Documentation. Any revision by the City of Supporting Documentation provided to the Company that causes the Company to substantially redesign and/or change its plans regarding an undergrounding project shall be deemed good cause for a reasonable extension of time to complete the undergrounding project under this Franchise.

D. Completion/Restoration. Each such undergrounding project undertaken pursuant to this Article shall be complete only when the Company actually undergrounds the designated Company Facilities, restores the undergrounding site in accordance with Section 6.7 of this Franchise, or as otherwise agreed with the City, and removes from the site any unused overhead or ground-mounted facilities, equipment, material and other impediments and properly abandons on site any abandoned underground facilities. "Unused" for the purposes of this Section shall mean that the Company is no longer using the facilities in question and has no plans to use the facilities in the foreseeable future. When performing underground conversions of overhead facilities, the Company shall make reasonable efforts consistent with its contractual obligations to persuade joint users of Company distribution poles to remove their facilities from such poles within the time allowed by this Article.

E. Report of Actual Costs. Upon completion of each undergrounding project undertaken pursuant to this Article, the Company shall submit to the City a detailed report of the Company's actual cost to complete the project and the Company shall reconcile this total actual cost with the accepted cost estimate. The report shall be provided within one hundred twenty (120) days after completion of the project and written request from the City.

F. Audit of Underground Projects. The City may require the Company to undertake an independent audit of up to two (2) undergrounding projects in any calendar year. The cost of any such independent audit shall reduce the amount of the Fund. The Company shall cooperate with any audit and the independent auditor shall prepare and provide to the City and the Company a final audit report showing the actual costs associated with completion of the project. If a project audit is required by the City, only those actual project costs confirmed and verified by the independent auditor as reasonable and necessary to complete the project shall be charged against the Fund balance.

§11.4 Audit of Underground Fund. Upon written request, every three (3) years commencing at the end of the third year of this Franchise, the Company shall cause an independent auditor to investigate and determine the correctness of the charges to the Fund. Such audits shall be limited to the previous three (3) calendar years. Audits performed pursuant to this Section shall be limited to charges to the Fund and shall not include an audit of individual underground projects. The independent auditor shall provide to the City and the Company a written report containing its findings. The Company shall reconcile the Fund consistent with the findings contained in the independent auditor's written report. The costs of the audit and investigation shall be charged against the Fund balance.

§11.5 Cooperation with Other Utilities. When undertaking an undergrounding project the City and the Company shall coordinate with other utilities or companies that have their facilities above ground to attempt to have all facilities undergrounded as part of the same project. When other utilities or companies are placing their facilities underground, to the extent the Company has received prior written notification, the Company shall cooperate with these utilities and companies and undertake to underground Company Facilities as part of the same project where financially, technically and operationally feasible. The Company shall not be required to pay for any costs of undergrounding the facilities of other companies or the City.

§11.6 Planning and Coordination of Undergrounding Projects. The City and the Company shall mutually plan in advance the scheduling of undergrounding projects to be undertaken according to this Article as a part of the review and planning for other City and Company construction projects. The City and the Company agree to meet, as required, to review the progress of the current undergrounding projects and to review planned future undergrounding projects. The purpose of such meetings shall be to further cooperation between the City and the Company in order to achieve the orderly undergrounding of Company Facilities. Representatives of both the City and the Company shall meet periodically to review the Company's undergrounding of Company Facilities and at such meetings shall review:

A. Undergrounding, including conversions, Public Projects and replacements that have been accomplished or are underway, together with the Company's plans for additional undergrounding; and

B. Public Projects anticipated by the City.

ARTICLE 12
PURCHASE OR CONDEMNATION

§12.1 Municipal Right to Purchase or Condemn.

A. Right and Privilege of City. The right and privilege of the City to construct, own and operate a municipal utility, and to purchase pursuant to a mutually acceptable agreement or condemn any Company Facilities located within the territorial boundaries of the City, and the Company's rights in connection therewith, as set forth in applicable provisions of the constitution, statutes and case law of the State of Colorado relating to the acquisition of public utilities, are expressly recognized. The City shall have the right, within the time frames and in accordance with the procedures set forth in such provisions, to condemn Company Facilities, land, rights-of-way and easements now owned or to be owned by the Company located within the territorial boundaries of the City. In the event of any such purchase, no value shall be ascribed or given to the rights to use City Streets, Public Utility Easements or Other City Property granted under this Franchise in the valuation of the property thus sold.

B. Notice of Intent to Purchase or Condemn. The City shall provide the Company no less than one (1) year's prior written notice of its intent to purchase or condemn Company Facilities. Nothing in this Section shall be deemed or construed to constitute a consent by the Company to the City's purchase or condemnation of Company Facilities, nor a waiver of any Company defenses or challenges related thereto.

ARTICLE 13
MUNICIPALLY PRODUCED UTILITY SERVICE

§13.1 Municipally Produced Utility Service.

A. City Reservation. The City expressly reserves the right to engage in the production of utility service to the extent permitted by law. The Company agrees to negotiate in good faith long term contracts to purchase City-generated power made available for sale, consistent with PUC requirements and other applicable requirements. The Company further agrees to offer transmission and delivery services to the City that are required by judicial, statutory and/or regulatory directive and that are comparable to the services offered to any other customer with similar generation facilities.

B. Franchise Not to Limit City's or Company's Rights. Nothing in this Franchise prohibits the City from becoming an aggregator of utility service or from selling utility service to customers should it be permissible under law, nor does it affect the Company's rights and obligations pursuant to any Certificate of Public Convenience and Necessity granted by the PUC.

ARTICLE 14
ENVIRONMENT AND CONSERVATION

§14.1 Environmental Leadership. The City and the Company agree that sustainable development, environmental excellence and innovation shall form the foundation of the Utility Service provided by the Company under this Franchise. The Company agrees to continue to actively pursue reduction of carbon emissions attributable to its electric generation facilities with a rigorous combination of Energy Conservation and Energy Efficiency measures, Clean Energy measures, and promoting and implementing the use of Renewable Energy Resources on both a distributed and centralized basis. The Company shall continue to cost-effectively monitor its operations to mitigate environmental impacts; shall meet the requirements of environmental laws, regulations and permits; shall invest in cost-effective, environmentally sound technologies; shall consider environmental issues in its planning and decision making; and shall support environmental research and development projects and partnerships in our communities through various means, including but not limited to corporate giving and employee involvement. The Company shall continue to explore ways to reduce water consumption at its facilities and to use recycled water where feasible. The Company shall continue to work with the U.S. Fish and Wildlife Service to develop and implement avian protection plans to reduce electrocution and collision risks by eagles, raptors and other migratory birds with transmission and distribution lines. On or before December 1 of each year, the Company shall provide the City a written report describing its progress in carbon reduction and other environmental efforts, and the parties shall meet at a mutually convenient time and place for a discussion of such. In meeting its obligation under this Section, the Company is not precluded from providing existing internal and external reports that may be used for other reporting requirements.

§14.2 Conservation. The City and the Company recognize and agree that Energy Conservation programs offer opportunities for the efficient use of energy and possible reduction of energy costs. The City and the Company further recognize that creative and effective Energy Conservation solutions are crucial to sustainable development. The Company recognizes and shares the City's stated objectives to advance the implementation of cost-effective Energy Efficiency and Energy Conservation programs that direct opportunities to Residents to manage more efficiently their use of energy and thereby create the opportunity to reduce their energy bills. The Company commits to offer programs that attempt to capture market opportunities for cost-effective Energy Efficiency improvements such as municipal specific programs that provide cash rebates for efficient lighting, energy design programs to assist architects and engineers to incorporate Energy Efficiency in new construction projects, and recommissioning programs to analyze existing systems to optimize performance and conserve energy according to current and future demand side management ("DSM") programs. In doing so, the Company recognizes the importance of (i) implementing cost-effective programs the benefits of which would otherwise be lost if not pursued in a timely fashion; and (ii) developing cost-effective programs for the various classes of the Company's customers, including low-income customers. The Company shall advise the City and its Residents of the availability of assistance that the Company makes available for investments in Energy Conservation through newspaper advertisements, bill inserts and Energy Efficiency workshops and by maintaining information about these programs on the Company's website. Further, the Company will designate a conservation representative to act as the primary liaison with the City who will provide the City with information on how the City may take advantage of reducing energy consumption in City facilities and how the City may participate in Energy Conservation and Energy Efficiency programs sponsored by the Company. As such, the Company and the City commit to work cooperatively and collaboratively to identify, develop, implement and support programs offering creative and sustainable opportunities to Company customers and Residents, including low-income customers. The Company agrees to help the City participate in Company programs and, when opportunities exist to partner with others, such as the State of Colorado, the Company will help the City pursue those opportunities. In addition, and in order to assist the City and its Residents' participation in Renewable Energy Resource programs, the Company shall: notify the City regarding eligible Renewable Energy Resource programs; provide the City with technical support regarding how the City may participate in Renewable Energy Resource programs; and advise Residents regarding eligible Renewable Energy Resource programs. Notwithstanding the foregoing, to the extent that any Company assistance is needed to support Renewable Energy Resource Programs that are solely for the benefit of Company customers located within the City, the Company retains the sole discretion as to whether to incur such costs.

§14.3 Continuing Commitment. It is the express intention of the City and the Company that the collaborative effort provided for in this Article continue for the entire term of this Franchise. The City and the Company also recognize, however, that the programs identified in this Article may be for a limited duration and that the regulations and technologies associated with Energy Conservation are subject to change. Given this variability, the Company agrees to maintain its commitment to sustainable development and Energy Conservation for the term of this Franchise by continuing to provide leadership, support and assistance, in collaboration with the City, to identify, develop, implement and maintain new and creative programs similar to the programs identified in this Franchise in order to help the City achieve its environmental goals.

§14.4 PUC Approval. Nothing in this Article shall be deemed to require the Company to invest in technologies or to incur costs that it has a good faith belief the PUC will not allow the Company to recover through the ratemaking process.

ARTICLE 15
TRANSFER OF FRANCHISE

§15.1 Consent of City Required. The Company shall not transfer or assign any rights under this Franchise to an unaffiliated third party, except by merger with such third party, or, except when the transfer is made in response to legislation or regulatory requirements, unless the City approves such transfer or assignment in writing. Approval of the transfer or assignment shall not be unreasonably withheld, conditioned or delayed.

§15.2 Transfer Fee. In order that the City may share in the value this Franchise adds to the Company's operations, any transfer or assignment of rights granted under this Franchise requiring City approval, as set forth herein, shall be subject to the condition that the Company shall promptly pay to the City a transfer fee in an amount equal to the proportion of the City's then-population provided Utility Service by the Company to the then-population of the City and County of Denver provided Utility Service by the Company multiplied by one million dollars ($1,000,000.00). Except as otherwise required by law, such transfer fee shall not be recovered from a surcharge placed only on the rates of Residents.

ARTICLE 16
CONTINUATION OF UTILITY SERVICE

§16.1 Continuation of Utility Service. In the event this Franchise is not renewed at the expiration of its term or is terminated for any reason, and the City has not provided for alternative utility service, the Company shall have no obligation to remove any Company Facilities from Streets, Public Utility Easements or Other City Property or discontinue providing Utility Service unless otherwise ordered by the PUC, and shall continue to provide Utility Service within the City until the City arranges for utility service from another provider. The City acknowledges and agrees that the Company has the right to use Streets, Other City Property and Public Utility Easements during any such period. The Company further agrees that it will not withhold any temporary Utility Services necessary to protect the public. The City agrees that in the circumstances of this Article, the Company shall be entitled to monetary compensation as provided in the Tariffs and the Company shall be entitled to collect from Residents and, upon the City's compliance with applicable provisions of law, shall be obligated to pay the City, at the same times and in the same manner as provided in this Franchise, an aggregate amount equal to the amount which the Company would have paid as a franchise fee as consideration for use of the City's Streets and Other City Property. Only upon receipt of written notice from the City stating that the City has adequate alternative utility service for Residents and upon order of the PUC shall the Company be allowed to discontinue the provision of Utility Service to the City and its Residents.

ARTICLE 17
INDEMNIFICATION AND IMMUNITY

§17.1 City Held Harmless. The Company shall indemnify, defend and hold the City harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of or directly arising from the grant of this Franchise, the exercise by the Company of the related rights, but in both instances only to the extent caused by the Company, and shall pay the costs of defense plus reasonable attorneys' fees. The City shall (a) give prompt written notice to the Company of any claim, demand or lien with respect to which the City seeks indemnification hereunder; and, (b) unless in the City's judgment a conflict of interest may exist between the City and the Company with respect to such claim, demand or lien, shall permit the Company to assume the defense of such claim, demand, or lien with counsel reasonably satisfactory to the City. If such defense is assumed by the Company, the Company shall not be subject to liability for any settlement made without its consent. If such defense is not assumed by the Company or if the City determines that a conflict of interest exists, the parties reserve all rights to seek all remedies available in this Franchise against each other. Notwithstanding any provision hereof to the contrary, the Company shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand or lien arises out of or in connection with any negligent or intentional act or failure to act of the City or any of its officers or employees or to the extent that the City is acting in its capacity as a customer of record.

§17.2 Immunity. Nothing in this Section or any other provision of this Franchise shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the City may have under the Colorado Governmental Immunity Act (§24-10-101, C.R.S., *et. seq.*) or of any other defenses, immunities, or limitations of liability available to the City by law.

ARTICLE 18
BREACH

§18.1 Change of Tariffs. The City and the Company agree to take all reasonable and necessary actions to assure that the terms of this Franchise are performed. The Company reserves the right to seek a change in its Tariffs, including but not limited to the rates, charges, terms, and conditions of providing Utility Service to the City and its Residents, and the City retains all rights that it may have to intervene and participate in any such proceedings.

§18.2 Breach.

A. Notice/Cure/Remedies. Except as otherwise provided in this Franchise, if a party (the "Breaching Party") to this Franchise fails or refuses to perform any of the terms or conditions of this Franchise (a "Breach"), the other party (the "Non-Breaching Party") may provide written notice to the Breaching Party of such Breach. Upon receipt of such notice, the Breaching Party shall be given a reasonable time, not to exceed thirty (30) days in which to remedy the Breach or, if such Breach cannot be remedied in thirty (30) days, such additional time as reasonably needed to remedy the Breach, but not exceeding an additional thirty (30) day period, or such other time as the parties may agree. If the Breaching Party does not remedy the Breach within the time allowed in the notice, the Non-Breaching Party may exercise the following remedies for such Breach:

(1) specific performance of the applicable term or condition to the extent allowed by law; and

(2) recovery of actual damages from the date of such Breach incurred by the Non-Breaching Party in connection with the Breach, but excluding any special, punitive or consequential damages.

B. Termination of Franchise by City. In addition to the foregoing remedies, if the Company fails or refuses to perform any material term or condition of this Franchise (a "Material Breach"), the City may provide written notice to the Company of such Material Breach. Upon receipt of such notice, the Company shall be given a reasonable time, not to exceed ninety (90) days in which to remedy the Material Breach or, if such Material Breach cannot be remedied in ninety (90) days, such additional time as reasonably needed to remedy the Material Breach, but not exceeding an additional ninety (90) day period, or such other time as the parties may agree. If the Company does not remedy the Material Breach within the time allowed in the notice, the City may, at its sole option, terminate this Franchise. This remedy shall be in addition to the City's right to exercise any of the remedies provided for elsewhere in this Franchise. Upon such termination, the Company shall continue to provide Utility Service to the City and its Residents (and shall continue to have associated rights and grants needed to provide such service) until the City makes alternative arrangements for such service and until otherwise ordered by the PUC and the Company shall be entitled to collect from Residents and, upon the City complying with applicable provisions of law, shall be obligated to pay the City, at the same times and in the same manner as provided in this Franchise, an aggregate amount equal to the amount which the Company would have paid as a franchise fee as consideration for use of the City Streets and Other City Property. Unless otherwise provided by law, the Company shall be entitled to collect such amount from Residents.

C. Company Shall Not Terminate Franchise. In no event does the Company have the right to terminate this Franchise.

D. No Limitation. Except as provided herein, nothing in this Franchise shall limit or restrict any legal rights or remedies that either party may possess arising from any alleged Breach of this Franchise.

ARTICLE 19
AMENDMENTS

§19.1 Proposed Amendments. At any time during the term of this Franchise, the City or the Company may propose amendments to this Franchise by giving thirty (30) days written notice to the other of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). However, nothing contained in this Section shall be deemed to require either party to consent to any amendment proposed by the other party.

§19.2 Effective Amendments. No alterations, amendments or modifications to this Franchise shall be valid unless executed in writing by the parties, which alterations, amendments or modifications shall be adopted with the same formality used in adopting this Franchise, to the extent required by law. Neither this Franchise, nor any term herein, may be changed, modified or abandoned, in whole or in part, except by an instrument in writing, and no subsequent oral agreement shall have any validity whatsoever.

ARTICLE 20
EQUAL OPPORTUNITY

§20.1 Economic Development. The Company is committed to the principle of stimulating, cultivating and strengthening the participation and representation of persons of color, women and members of other under-represented groups within the Company and in the local business community. The Company believes that increased participation and representation of under-represented groups will lead to mutual and sustainable benefits for the local economy. The Company is committed also to the principle that the success and economic well-being of the Company is closely tied to the economic strength and vitality of the diverse communities and people it serves. The Company believes that contributing to the development of a viable and sustainable economic base among all Company customers is in the best interests of the Company and its shareholders.

§20.2 Employment.

A. Programs. The Company is committed to undertaking programs that identify, consider and develop persons of color, women and members of other under-represented groups for positions at all skill and management levels within the Company.

B. Businesses. The Company recognizes that the City and the business community in the City, including women and minority owned businesses, provide a valuable resource in assisting the Company to develop programs to promote persons of color, women and members of under-represented communities into management positions, and agrees to keep the City regularly advised of the Company's progress by providing the City a copy of the Company's annual affirmative action report upon the City's written request.

C. Recruitment. In order to enhance the diversity of the employees of the Company, the Company is committed to recruiting diverse employees by strategies such as partnering with colleges, universities and technical schools with diverse student populations, utilizing diversity-specific media to advertise employment opportunities, internships, and engaging recruiting firms with diversity-specific expertise.

D. Advancement. The Company is committed to developing a world-class workforce through the advancement of its employees, including persons of color, women and members of under-represented groups. In order to enhance opportunities for advancement, the Company will offer training and development opportunities for its employees. Such programs may include mentoring programs, training programs, classroom training and leadership programs.

E. Non-Discrimination. The Company is committed to a workplace free of discrimination based on race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability or any other protected status in accordance with all federal, state or local laws. The Company shall not, solely because of race, creed, color, religion, sex, age, national origin or ancestry or handicap, refuse to hire, discharge, promote, demote or discriminate in matters of compensation, against any person otherwise qualified.

F. Board of Directors. The Company shall identify and consider women, persons of color and other under-represented groups to recommend for its Board of Directors, consistent with the responsibility of boards to represent the interests of the Shareholders, customers and employees of the Company.

§20.3 Contracting.

A. Contracts. It is the Company’s policy to make available to minority and women owned business enterprises and other small and/or disadvantaged business enterprises the maximum practical opportunity to compete with other service providers, contractors, vendors and suppliers in the marketplace. The Company is committed to increasing the proportion of Company contracts awarded to minority and women owned business enterprises and other small and/or disadvantaged business enterprises for services, construction, equipment and supplies to the maximum extent consistent with the efficient and economical operation of the Company.

B. Community Outreach. The Company agrees to maintain and continuously develop contracting and community outreach programs calculated to enhance opportunity and increase the participation of minority and women owned business enterprises and other small and/or disadvantaged business enterprises to encourage economic vitality. The Company agrees to keep the City regularly advised of the Company’s programs.

C. Community Development. The Company shall maintain and support partnerships with local chambers of commerce and business organizations, including those representing predominately minority owned, women owned and disadvantaged businesses, to preserve and strengthen open communication channels and enhance opportunities for minority owned, women owned and disadvantaged businesses to contract with the Company.

§20.4 Coordination. City agencies provide collaborative leadership and mutual opportunities or programs relating to City based initiatives on economic development, employment and contracting opportunity. The Company agrees to review Company programs and mutual opportunities responsive to this Article with these agencies, upon their request, and to collaborate on best practices regarding such programs and coordinate and cooperate with the agencies in program implementation.

ARTICLE 21
MISCELLANEOUS

§21.1 No Waiver. Neither the City nor the Company shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions, to insist upon or to seek compliance with any such terms and conditions.

§21.2 Successors and Assigns. The rights, privileges, and obligations, in whole or in part, granted and contained in this Franchise shall inure to the benefit of and be binding upon the Company, its successors and assigns, to the extent that such successors or assigns have succeeded to or been assigned the rights of the Company pursuant to Article 15 of this Franchise. Upon a transfer or assignment pursuant to Article 15, the Company shall be relieved from all liability from and after the date of such transfer.

§21.3 Third Parties. Nothing contained in this Franchise shall be construed to provide rights to third parties.

§21.4 Notice. Both parties shall designate from time to time in writing representatives for the Company and the City who will be the persons to whom notices shall be sent regarding any action to be taken under this Franchise. Notice shall be in writing and forwarded by certified mail, reputable overnight courier or hand delivery to the persons and addresses as hereinafter stated, unless the persons and addresses are changed at the written request of either party, delivered in person or by certified mail. Notice shall be deemed received (a) three (3) days after being mailed via the US Postal Service, (b) one (1) business day after mailed if via reputable overnight courier, or (c) upon hand delivery if delivered by courier. Until any such change shall hereafter be made, notices shall be sent as follows:

To the City:

City Clerk
City of Alamosa
PO Box 419
Alamosa, Colorado 81101

To the Company:

Regional Vice President, Customer and Community Relations
Public Service Company of Colorado
P.O. Box 840
Denver, Colorado 80201

With a copy to:

Legal Department
Public Service Company of Colorado
P.O. Box 840
Denver, Colorado 80201

and

Area Manager
Public Service Company of Colorado
615 West Street
Pueblo, Colorado 81003

§21.5 Examination of Records. The parties agree that any duly authorized representative of the City and the Company shall have access to and the right to examine any directly pertinent non-confidential books, documents, papers, and records of the other party involving any activities related to this Franchise. All such records must be kept for a minimum of the lesser of three (3) years or the time period permitted by a party's record retention policy. To the extent that either party believes in good faith that it is necessary in order to monitor compliance with the terms of this Franchise to examine confidential books, documents, papers, and records of the other party, the parties agree to meet and discuss providing confidential materials, including but not limited to providing such materials subject to a reasonable confidentiality agreement that effectively protects the confidentiality of such materials and complies with PUC rules and regulations.

§21.6 List of Utility Property. The Company shall provide the City, upon request not more than once every two (2) years, a list of electric utility-related real property owned in fee by the Company within the County in which the City is located. All such records must be kept for a minimum of three (3) years or such shorter duration if required by Company policy.

§21.7 PUC Filings. Upon written request by the City, the Company shall provide the City non-confidential copies of all applications, advice letters and periodic reports, together with any accompanying non-confidential testimony and exhibits, filed by the Company with the Colorado Public Utilities Commission. Notwithstanding the foregoing, notice regarding any gas and electric filings that may affect Utility Service rates in the City shall be sent to the City upon filing.

§21.8 Information. Upon written request, the Company shall provide the City Clerk or the City Clerk's designee with:

A. a copy of the Company's or its parent company's consolidated annual financial report, or alternatively, a URL link to a location where the same information is available on the Company's website;

B. maps or schematics indicating the location of specific Company Facilities (subject to City executing a confidentiality agreement as required by Company policy), including gas or electric lines, located within the City, to the extent those maps or schematics are in existence at the time of the request and related to an ongoing project within the City. The Company does not represent or warrant the accuracy of any such maps or schematics; and

C. a copy of any report required to be prepared for a federal or state agency detailing the Company's efforts to comply with federal and state air and water pollution laws.

§21.9 Payment of Taxes and Fees.

A. Impositions. The Company shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, charges, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge against this Franchise ("Impositions"), provided that Company shall have the right to contest any such Impositions and shall not be in breach of this Section so long as it is actively contesting such Impositions.

B. City Liability. The City shall not be liable for the payment of taxes, late charges, interest or penalties of any nature other than pursuant to applicable Tariffs.

§21.10 Conflict of Interest. The parties agree that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and the Company further agrees not to hire or contract for services any official, officer or employee of the City to the extent prohibited by law, including ordinances and regulations of the City.

§21.11 Certificate of Public Convenience and Necessity. The City agrees to support the Company's application to the PUC to obtain a Certificate of Public Convenience and Necessity to exercise its rights and obligations under this Franchise.

§21.12 Authority. Each party represents and warrants that except as set forth below, it has taken all actions that are necessary or that are required by its ordinances, regulations, procedures, bylaws, or applicable law, to legally authorize the undersigned signatories to execute this Franchise on behalf of the parties and to bind the parties to its terms. The persons executing this Franchise on behalf of each of the parties warrant that they have full authorization to execute this Franchise. The City acknowledges that notwithstanding the foregoing, the Company requires a Certificate of Public Convenience and Necessity from the PUC in order to operate under the terms of this Franchise.

§21.13 Severability. Should any one or more provisions of this Franchise be determined to be unconstitutional, illegal, unenforceable or otherwise void, all other provisions nevertheless shall remain effective; provided, however, to the extent allowed by law, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft one or more substitute provisions that will achieve the original intent of the parties hereunder.

§21.14 Force Majeure. Neither the City nor the Company shall be in breach of this Franchise if a failure to perform any of the duties under this Franchise is due to Force Majeure, as defined herein.

§21.15 Earlier Franchises Superseded. This Franchise shall constitute the only franchise between the City and the Company related to the furnishing of Utility Service, and it supersedes and cancels all former franchises between the parties hereto.

§21.16 Titles Not Controlling. Titles of the paragraphs herein are for reference only, and shall not be used to construe the language of this Franchise.

§21.17 Applicable Law. Colorado law shall apply to the construction and enforcement of this Franchise. The parties agree that venue for any litigation arising out of this Franchise shall be in the District Court for Alamosa County, State of Colorado.

§21.18 Payment of Expenses Incurred by City in Relation to Franchise Agreement. The Company shall pay for expenses reasonably incurred by the City for the adoption of this Franchise, including the publication of notices, publication of ordinances, and photocopying of documents.

§21.19 Incremental Costs. The parties acknowledge that PUC rules, regulations and final decisions may require that incremental costs of complying with certain provisions of this Franchise be borne by customers of the Company who are located within the City.

§21.20 Conveyance of City Streets, Public Utility Easements or Other City Property. In the event the City vacates, releases or sells, conveys, transfers or otherwise disposes of a City Street, or any portion of a Public Utility Easement or Other City Property in which Company Facilities are located, the City shall reserve an easement in favor of the Company over that portion of the Street, Public Utility Easement or Other City Property in which such Company Facilities are located. The Company and the City shall work together to prepare the necessary legal description to effectuate such reservation. For the purposes of Section 6.8.A of this Franchise, the land vacated, released, sold, conveyed, transferred or otherwise disposed of by the City shall no longer be deemed to be a Street or Other City Property from which the City may demand the Company temporarily or permanently Relocate Company Facilities at the Company's expense.

IN WITNESS WHEREOF, the parties have caused this Franchise to be executed as of the day and year first above written.

CITY OF ALAMOSA

ATTEST:

____
Mayor, City of Alamosa

____
Clerk, City of Alamosa

APPROVED AS TO FORM:

____
City Attorney, City of Alamosa

PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation

By:________________________________
Jerome Davis, Regional Vice President,
Customer and Community Relations

STATE OF COLORADO)
)SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this __ day of ____________, 2014 by Jerome Davis, Regional Vice President, Customer and Community Relations of Public Service Company of Colorado, a Colorado corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires ______________________.

____

COUNCIL COMMUNICATION

DATE: June 4, 2014	**AGENDA NO. VII, C, 1, b**	**SUBJECT**: Public Hearing, Ordinance No. 5-2014, an ordinance designating Blanca Vista Lake as a youth Fishing Area
Department Head: Pat Steenburg		
Department: Public Works		
City Manager: Heather Brooks		
PRESENTED BY: Pat Steenburg		

Recommendation: Staff recommends that council pass ordinance no. 5 – 2014, designating Blanca Vista Lake as a youth fishing area on second reading.

Background: Acting cooperatively with the local chapter of Trout Unlimited and the Colorado State Department of Parks and Wildlife, it has been determined that Blanca Vista Lake is capable of sustaining a youth fishery. Based on data obtained during a survivability study conducted throughout the winter, the Colorado Department of Parks and Wildlife has offered to stock a catchable population of trout in the pond, and maintain that population for the foreseeable future, free of charge, if the lake is designated as a youth fishing area.

Issue Before the Council: Does council wish to accept the ordinance on first reading as presented?

Fiscal Impact: No significant financial impact is anticipated

Legal Opinion: City Attorney will be present for comment.

Conclusion: The designation of Blanca Vista Lake as a youth fishery will create an opportunity for local youth to enjoy the benefits of fishing and conservation while furthering council's desire to enhance the quality of life for Alamosa residents by providing balanced recreational opportunities.

ORDINANCE No. 5 - 2014

AN ORDINANCE PROVIDING FOR THE DESIGNATION OF BLANCA VISTA POND AS A YOUTH FISHING LAKE AND PROVIDING RULES FOR THE REGULATION OF FISHING THEREIN.

WHEREAS, Section 5 Article XVI of the City Charter empowers Council with the ability to adopt, by ordinance, all needful rules and regulations relating to properties and related facilities under the supervision of the Department of Parks and Recreation whether within or without the City, and for the preservation of order, safety, and decency therein; and

WHEREAS, Blanca Vista Lake is owned by the City of Alamosa and operated by the Department of Parks and Recreation; and

WHEREAS, It is Council's desire to enhance the quality of life for Alamosa residents, visitors, and businesses by striving to provide balanced business, employment, recreational, and residential opportunities; and

WHEREAS, Providing an opportunity for all youth to enjoy the benefits of fishing and conservation is a good and proper use of municipal resources and will provide an enjoyable and productive activity for all youth.

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

Section 1: Designation

- Blanca Vista Lake is hereby designated a youth fishing lake.

Section 2: Regulations

- Fishing shall only be allowed between the dates of May 1, and October 31
- Fishing is hereby limited to youth, which for the purposes of this ordinance shall be defined by the regulations of the Colorado Division of Parks and Wildlife, as amended, which is currently persons under the age of 16.
- Fishing regulations and catch and possession limits shall be as defined by the Colorado Division of Parks and Wildlife.
- All existing park regulations are to remain in full force and effect.

Section 3. 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 4. Recording and Authentication. This ordinance, immediately upon its passage, shall be authenticated by the signatures of the Mayor and City Clerk, recorded in the City book of Ordinances kept for that purposes, and published according to law.

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

City's website and in the office of the City Clerk.

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

INTRODUCED, READ AND APPROVED on first reading the 21st day of May, 2014, 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 4th day of June, 2014, 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 ____ day of ________, 2014.

CITY OF ALAMOSA

By ____________________________

Josef Lucero, Mayor

ATTEST:

____

Kristi Duarte, City Clerk

COUNCIL COMMUNICATION

<table>
<tr><td>DATE: June 4, 2014</td><td>AGENDA NO. VIII. A. B. 3.</td><td rowspan="4">SUBJECT:

Special Events Permit Application – Chamber of Commerce, Rodeo</td></tr>
<tr><td colspan="2">Department Head:

Kristi Duarte, City Clerk</td></tr>
<tr><td colspan="2">City Manager:
Heather Brooks</td></tr>
<tr><td colspan="2">

PRESENTED BY: Kristi Duarte</td></tr>
</table>

Recommendation
Approve Special Events Permit as described below.

Background
Event Description:

1. Rodeo events:
   a. June 19, 2014 from 6:00 p.m. to 10:00 p.m.
   b. June 20, 2014 from 6:00 p.m. to 10:00 p.m.
   c. June 21, 2014 from 6:00 p.m. to 10:00 p.m.
2. Application is for malt, vinous and spirituous liquor
3. Location will be at the Alamosa Fairgrounds, with the stands and concession area as the licensed premises (see attached)

Factual Findings

- Applicant has possession of the premises through a contract.
- Applicant qualifies as a non-profit corporation.
- The application was submitted in a timely manner.
- All applicable fees have been paid.
- No written protests were received by the deadline.

Issue Before the Council
Does Council wish to approve this Special Events Permit?

Alternatives

1. Approve the Special Events Permit application.
2. Do not act on approval. Determine potential reasons for denial, and set a hearing date.

Fiscal Impact
N/A

Legal Opinion
No legal issues have been raised regarding this application. Counselor Schwiesow will be available at the meeting if needed.

Conclusion
Approve Special Events Permit application.

Rev. 9/24/12

City Clerk's Office
City of Alamosa
POB 419
Alamosa, CO 81101
719/589-2593 ext. 8

City of Alamosa
Special Events Permit Application

Fees payable to the City of Alamosa:
$100 per day
$50 for rush processing

Name of Applicant Non-Profit Organization or Political Candidate: Alamosa County Chamber of Commerce

Entity Address: 610 State Ave Alamosa Co. 81101

Address of Event: Alamosa Rodeo grounds 1095 Alamosa Co. 81101

Off-site storage address (if applicable): N/A

Authorized representative name: Jennifer McMichael
Phone no. where you can be reached prior to and during event: 719.580.0098
email address: jenniferrmcmichael@gmail.com

Event Manager name: Jennifer McMichael
Phone no. where you can be reached prior to and during event: 719.580.0098
email address: jenniferrmcmichael@gmail.com

State Sales Tax No. 23.7027203
City Sales Tax No. ________

Would you like to receive your permit by email? Yes ✓ No___

Malt, Vinous, Spirituous Liquor ✓
3.2 Beer ______

Is this location within 500 feet of a school? Yes___ No ✓ If yes, are classes in session during event: Yes___ No___

Date(s) of event

Date: 6.19.14	Date: 6.20.14	Date: 6.21.14
Start time: 6:00 pm	Start time: 6:00 pm	Start time: 6:00 pm
End time: 10:00 pm	End time: 10:00 pm	End time: 10:00 pm

ATTACH ADDITIONAL PAGES IF NECESSARY

Describe the purpose of the event: Chamber of Commerce Fundraiser

How many people are expected to attend? 3,500

Describe your control plan (physical barriers, security, etc.) Security provided by Alamosa Police Dept.

Describe how you will meet the food service requirements: ____________

Please attach:
- ⇒ Qualifying non-profit documentation
- ⇒ Drawing of licensed premises
- ⇒ Separate drawing of storage location, if applicable
- ⇒ Proof of property possession

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 in true, correct, and complete to the best of my knowledge

Signature: Jennifer R McMichael Title: Chamber Asst. Director Date: 5/16/14

The City of Alamosa hereby finds that this application has been examined and the premises, business, and character of the applicant is satisfactory and this Permit is hereby approved
Signature: ____________ Date: ____________

Faxed to Colorado Liquor Enforcement Division by: ____________ on: ____________

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

I, Scott Gessler, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

THE ALAMOSA COUNTY CHAMBER OF COMMERCE

is a **Nonprofit Corporation** formed or registered on 11/24/1923 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871078533.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/17/2013 that have been posted, and by documents delivered to this office electronically through 05/20/2013 @ 10:28:26.

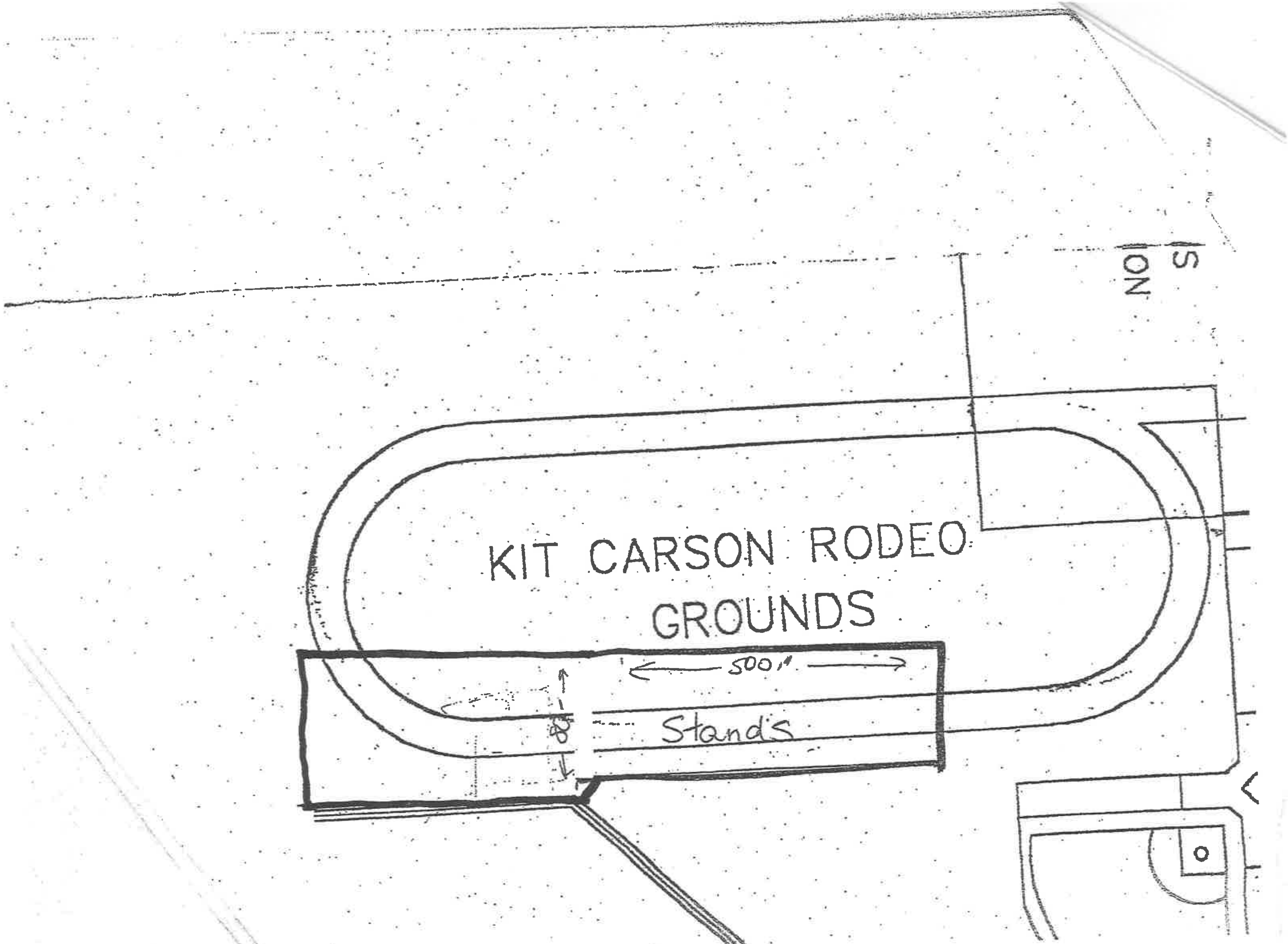
I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 05/20/2013 @ 10:28:26 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 8544547.

Scott Gessler

Secretary of State of the State of Colorado

End of Certificate

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click Business Center and select "Frequently Asked Questions."


KIT CARSON RODEO
GROUNDS
500'
Stands
80'

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

I, Scott Gessler, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

THE ALAMOSA COUNTY CHAMBER OF COMMERCE

is a **Nonprofit Corporation** formed or registered on 11/24/1923 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871078533.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/22/2012 that have been posted, and by documents delivered to this office electronically through 03/23/2012 @ 13:09:39.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 03/23/2012 @ 13:09:39 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 8202067.

STATE · OF · COLORADO
NIL SINE NUMINE
1876

Secretary of State of the State of Colorado

***End of Certificate**

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click Business Center and select "Frequently Asked Questions."

Application and Permit for use of City of Alamosa Parks & Recreation Facilities

1. Name of Applicant: Alamosa County Chamber of Commerce
(Organization, Group, Individual)
2. Address of Applicant: 610 State Ave Phone: 719 589 3681
(Street or PO Box, State, Zip Code)
3. Email address: jennifermcmichael@gmail.com
4. Applicant Representative (manager of function) Jennifer McMichael
5. Facility Requested: Rodeo grounds Date of Use: 6/19-21 Hours of Use: 6:00pm - 10:00pm
6. Approximate Number of People Expected: 3,500
7. Equipment (if any) that will be moved into the park for the event (example: stakes, scenery, volleyball nets, etc.) Beer Booth trailer provided by Coors Dist. Small table : Chairs for money collection
8. Any other changes to the park that will be made for the event (example: fencing, animal pens, etc.) N/A
9. Additional Comments:

I hereby certify that I have received and read the rules, regulations, conditions, and terms, including any that may be on the reverse side of this application, if applicable, and that I, and/or the applicant, which I represent, will abide by them and I will conform to all applicable provisions of the laws of Colorado and to other rules and regulations of the City of Alamosa and to authorized agents which may be communicated to the applicant. I have received copies of the City of Alamosa Rules and Regulations for the Use of City Parks and Facilities and agree to abide with the same.

Signature of Applicant Representative: Jennifer R McMichael

For Official Use Only (to be filled out by the Parks & Recreation Administration only)

Terms: Rental Fee due and payable 60 days Prior to use:

1 .Rental Fee: $

2. Insurance Requested: Yes $1 million

3. Trash Deposits: $

4. Comments/Exceptions:

Approved by:

OK'd by Phone AR

Director of Parks & Recreation Date

ADL 5/16/14

Community Activities Manager Date

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
CIA-Leavitt Insurance Agency, Inc.
100 Premium Way, PO Box 5002
Alamosa, CO 81101

CONTACT NAME: Liz Smith
PHONE (A/C, No, Ext): 719.589.3611 x2120
FAX (A/C, No): 800.746.4434
E-MAIL ADDRESS: liz-smith@leavitt.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Secura Insurance Company	22543
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED Alamosa County Economic Development
DBA: Alamosa Chamber of Commerce
610 State Street
Alamosa, CO 81101

COVERAGES — CERTIFICATE NUMBER: 13/14 Master — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		CP3200743	12/29/2013	12/29/2014	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 200,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS CERTIFICATE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.
EVENT: 4th of July Parade
EVENT: San Luis Valley Beat the Heat Brew, Barbeque & Chili Challenge
EVENT: Alamosa Round Up

CERTIFICATE HOLDER

FAX: 816.765.8560

FOR INFORMATION ONLY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Liz Smith/ELSMIT

<table>
<tr><td>DATE:
May 24, 2014</td><td>AGENDA NO.
VII.C.3.b</td><td rowspan="4">SUBJECT:
An Ordinance amending Chapter 1, Section 1-18(a) of the Alamosa Code of Ordinances to conform sentences for violation of criminal ordinances to correspond to state standards for sentences for violation of corresponding state criminal statutes.</td></tr>
<tr><td colspan="2">Department Head: Erich Schwiesow</td></tr>
<tr><td colspan="2">City Manager:
Heather Brooks</td></tr>
<tr><td colspan="2">PRESENTED BY:
Erich Schwiesow</td></tr>
</table>

Recommendation:

It is the recommendation of staff to adopt alternative 1 or 2 passing the ordinance on first reading and setting the ordinance for a public hearing as presented or amended.

Background: This item came to the attention of the City staff when brought up by a deputy state public defender commenting that persons violating criminal municipal ordinances were receiving sentences in excess of what violation of a corresponding state statute would allow for. Many municipal ordinances contained in Chapter 11 of the Alamosa Code of Ordinances have corresponding state criminal statutes. The Alamosa Code does not classify various violations as state law does. In other words, the Code does not distinguish between petty offenses and various classes of misdemeanor, whereas crimes covered by the Code are classified by the state according to severity ranging from petty offenses (the lowest level) through three levels of misdemeanor (M3 at the bottom, M1 at the top). State law provides maximum sentences of 6 months for most petty offenses and third degree misdemeanors, whereas under the statutes governing municipal court, violation of any ordinance carries a maximum sentence of one year.

APD has put together a spreadsheet showing Code sections that have corresponding state statutes, and the corresponding state classification for each such violation (attached). Many code provisions are classified under their state counterparts as petty offenses or third degree misdemeanors, with maximum sentences of 6 months. It would make sense to adopt similar classifications into the municipal code by reference, in order both to have consistency with state procedures and some degree of guidance for the exercise of sentencing discretion. The Code currently references state criminal procedures. Although it is possible to read the current ordinance as limiting sentencing for ordinance violations to the corresponding limits for state statute violations, that reading is less than clear. This proposed ordinance clarifies that the classification of offenses and corresponding sentencing maximums are to be consistent between the Code and state statute. A redline showing the difference between the existing and proposed section 1-18 is attached.

Issue Before the Council: Does Council wish to revise the existing ordinance?

Alternatives:

Alternative 1: Adopt the proposed ordinance

Alternative 2: Direct staff to prepare an alternative ordinance clarifying that criminal ordinance violations shall not be governed by sentencing limitations for violation of corresponding state criminal statutes.

Alternative 3: Decline to adopt the proposed ordinance, and give staff further direction.

Fiscal Impact:

There have been a few sentences to jail that would exceed the limitations proposed in this ordinance. There would be some savings in jail costs for such situations, but those would be minor, as the number of such sentences is small.

Legal Opinion:

The City Attorney will be present for any comments. The Municipal Judge has been asked for his comments.

Conclusion:
The proposed ordinance would make sure the *Alamosa Code of Ordinances* as it relates to criminal offenses is consistent with corresponding state guidelines and limiiations.

ORDINANCE NO. 6 , 2014

AN ORDINANCE AMENDING CHAPTER 1, SECTION 1-18(a) OF THE ALAMOSA CODE OF ORDINANCES TO CONFORM SENTENCES FOR VIOLATION OF CRIMINAL ORDINANCES TO CORRESPOND TO STATE STANDARDS FOR SENTENCES FOR VIOLATION OF CORRESPONDING STATE CRIMINAL STATUTES

WHEREAS, The Alamosa *Code of Ordinances* addresses certain violations that have corresponding provisions in the state traffic code or state criminal statutes; and

WHEREAS, the state statutes provide for the classification of various offenses by severity, and provide sentencing guidelines for such offenses as classified while the *Code of Ordinances of the City of Alamosa* does not make such classifications for corresponding Code violations; and

WHEREAS, the City Council of the City of Alamosa, Colorado, deems it to be in the best interest of its citizens that provision be made for the treatment of violations of the municipal criminal ordinances to be consistent with violation of corresponding state statutory provisions,

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

Section 1. Amendment of Chapter 1, Section 1-18(a) and heading. The Section heading for Section 1-18, and Section 1-18(a) of the *Code of Ordinances of the City of Alamosa* is hereby amended to read in its entirety as follows:

Sec. 1-18. Limitations; decriminalization of certain municipal offenses.

(a) When an act or omission is charged as a violation of a provision of the municipal code, and the act or omission proscribed in said code also would constitute a criminal violation of the state traffic code, or when such act is defined by a state statute as criminal, such act or omission shall be a deemed to be a criminal violation in Alamosa Municipal Court, and as such, shall be subject to the same procedures as the criminal violations of the state statutes, as modified by those statutory provisions applicable to municipal courts. The municipal code violation shall carry the same sentencing maximums as set forth in state statute for violation of the corresponding state traffic code provision or state statute.*

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***State law references:** C.R.S. 18-1.3-501 through 18-1.3-509, Misdemeanor and Petty Offense Sentencing.

Section 2. 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 3. Recording and Authentication. This ordinance, immediately upon its passage, shall be authenticated by the signatures of the Mayor and City Clerk, recorded in the City book of Ordinances kept for that purposes, and published according to law.

Section 4. Publication and Effective Date. This ordinance shall take effect ten (10) days after publication following final passage. Publication both before and after final passage shall be by the title of this ordinance, which Council determines constitutes a sufficient summary of the ordinance, together with the statement that the full text of the ordinance is available for public inspection and acquisition on the City's website and in the office of the City Clerk.

Section 5. Declaration of Public Interest. This ordinance is necessary to preserve the peace, health, safety, welfare, and to serve the best interest of the citizens of the City of Alamosa, Colorado.

INTRODUCED, READ AND APPROVED on first reading the 4th day of June, 2014, 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 2nd day of July 2014, 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 2nd day of July 2011.

CITY OF ALAMOSA

By ______________________________
Josef Lucero, Mayor

ATTEST:

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Kristi Duarte, City Clerk

Code	Offense	Class		
11-21	Escape from Custody	M3	6 months max	
11-22	Resisting Arrest/Obstructing public officers	M2	3-12 months	
11-23	Refusing to aide a police officer	PO1	6 months max	
11-24	Impersonating a police officer/public servant	F6/M3	6 months max	
11-25	False Reporting	M3/M2	6 months max	3-12 months
11-26	Violation of a restraining order	M2/M1	3-12 months	6-24 months
11-41	Disturbing religious meeting	M3/M2	6 months max	3-12 months
11-42	Disturbing lawful assemblage	M3/M2	6 months max	3-12 months
11-43	Disorderly conduct prohibited			
	(1), (3), (7) & (9) PO1, (4) M3, (5) & (6) M2		3-12 months	
11-46	Interference [with] educational institutions	M3	6 months max	
11-47	Rioting prohibited	M1/M3	6-24 months	6 months max
11-48	Loitering school property	PO1	6 months max	
11-49	Obstructing; hindering transportation	M2	3-12 months	
11-50	Throwing missiles at vehicles	M2	3-12 months	
11-76	Bawdy House	M2	3-12 months	
11-77	Indecent exposure	M1	6-24 months	
11-78	Nude bathing in public	M1	6-24 months	
11-79	Prostitution prohibited	M3		
11-96	Injury to property	M2 under $500	3-12 months	
		M1 $500-$1000	6-24 months	
11-98	Injuring building, pavement, etc.	M2	3-12 months	
11-99	Trespass	M2	3-12 months	
11-100	Theft			
	PO1 under $50		6 months max	
	M3 $50 to $300		6 months max	
	M2 $300 to $750		3-12 months	
	M1 $750 to $1,000		6-24 months	
11-102	Procuring accomodation with intent to defraud	M under $1,000		
11-103	Theft of cable services	M2	3-12 months	
11-104	Theft of Rental Property (Repealed) now under			
	theft charge			

11-105	Theft by receiving (repealed) now under theft			
	charge			
11-107	Graffiti (falls under defacing property)			
11-117	Carrying concealed weapon	M2	3-12 months	
11-171	Possession/Consumption of ethyl alcohol by			
	an underage person		Fine/UPS	

Sec. 1-18. ~~**Decriminalization of municipal offenses; l**~~**Limitations**~~**; consequences**~~**; decriminalization of certain municipal offenses.**

(a) When ~~A~~an act or omission ~~which~~ is charged as a violation of a provision of the municipal code, and ~~when~~ the act or omission proscribed in said code also would constitute a criminal violation of the state traffic code, or when such act is defined by a state statute as criminal, such act or omission shall ~~also~~ be a deemed to be a criminal violation in Alamosa Municipal Court, and as such, shall be subject to the same procedures as the criminal violations of the state statutes, as modified by those statutory provisions applicable to municipal courts. The municipal code violation shall carry the same sentencing maximums as set forth in state statute for violation of the corresponding state traffic code provision or state statute.

COUNCIL COMMUNICATION

DATE: June 4, 2014	**AGENDA NO. VII, C, 1, c**	**SUBJECT**: Habitat for Humanity – Request for fee relief
Department Head: Public Works Pat Steenburg		
City Manager: Heather Brooks		
PRESENTED BY: Heather Books		

Recommendation: That council enter into an agreement for services with the San Luis Valley Habitat for Humanity in the amount of $4,056.00. This amount reflects the cost of the building permit and the sewer and water taps on their project at 1507 Edison Avenue.

Background: The San Luis Valley Housing Coalition typically builds one new home per year in the San Luis Valley. Their funding is heavily based on donations with some grant funding. We have entered into these agreements with the Housing Coalition in the past and they have performed as promised.

Issue Before the Council: Does council want to support SLV Habitat for Humanity in this way?

Alternatives: Approve this action and direct staff to draft a formal agreement; approve for some part of the costs, disapprove the agreement.

Fiscal Impact: The building permit cost is $356.00 from the general fund. The sewer tap and assessment fee is $2,200 and the water tap fee is $1,500, these two fees go to the Enterprise Fund.

Legal Opinion: City Attorney will be present for comment.

Conclusion: The City will forego some revenue if this action is approved to support the construction of a new home for lower income residents in the City of Alamosa.

San Luis Valley
Habitat for Humanity®

P.O. Box 1197 | 601 State Ave | Alamosa, CO 81101 | phone 719.589.8678

City of Alamosa, Dept of Public Works
P.O. Box 419, 300 Hunt Ave
Alamosa, CO 81101
May 27, 2014

Dear Pat Steenberg,

Since our affiliation 20 years ago, Habitat for Humanity has provided low-income families with a simple, decent place to call home. All our efforts in affordable housing are made possible through the generous donations of labor, funds, land and resources.

Our current building project is located at 1507 Edison Ave. San Luis Valley Habitat for Humanity would like to request make a Request for Reimbursement in the amount of $4,056 for sponsorship of the Building Permit and Sewer & Water Tap Fees for the home at 1507 Edison Ave. This home will provide a family with the dream of homeownership they never thought possible.

Applicant Families have been unable to obtain a traditional mortgage through lending institutions and have incomes within 25%-60% of the area median, averaging $1,200 each month for a family of 4. Habitat Mortgages are no-profit and 0% interest. Habitat Families make their house payments based on 25% of their monthly income. Habitat for Humanity homes are constructed with volunteer labor and the applicant families. Beyond the home construction, Habitat Families also contribute time and effort to help the organization develop and expand. All monthly mortgage payments are put into a "Fund for Humanity" to build the next Habitat Home with another family.

While addressing the need for affordable housing in our community, Habitat also offers life giving experiences to families and volunteers. Working alongside the Habitat Families who will live in the houses, volunteers tell us they have received so much more than what they are giving to the community. For the Families, building a home one never imagined one could or would do, is a life changing and empowering experience.

We truly appreciate your support for affordable housing in the consideration of our proposal.

Most Sincerely,

Audrey Liu,
Executive Director
audrey@slvhabitat.org