

ALAMOSA CITY COUNCIL

Regular Meeting Minutes

Council Chambers
300 Hunt Avenue, Alamosa, CO
September 18, 2019

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

II. ROLL CALL

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

III. AGENDA APPROVAL

Councilor Daniel moved, seconded by Councilor Broyles to approve the agenda as presented. The motion carried unanimously.

IV. CITIZEN COMMENT

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

A. Audience Comments

Beth Kinney spoke in regards to global climate strike events happening in Alamosa and other places and invited the public to participate in those events.

Ruthie Brown spoke in regards to her concerns with the police force, the landscaping and irrigation around the city, and also the vehicle/foot traffic being different on State Avenue versus Hunt Avenue.

B. Follow-Up

Heather Brooks responded regarding Ms. Brown's comments related to the landscaping around the City. She also responded to Ms. Brown's comments stating that the City has provided responses in numerous meetings and e-mails of her concerns related to the police force and landscaping.

V. CONSENT CALENDAR A

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

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

C.1.a. Alamosa Solar South CSG LLC, Solar Garden

C.7.a. Approve Minutes of Meeting September 4, 2019

C.8.a. Receive August 2019 Monthly Reports

VI. REGULAR BUSINESS

A. Presentations from Outside Agencies

1. GFWC Art Presentation

Linda Cozart and Mary Russell, representatives of GFWC, presented to Council a new art opportunity idea, the Cranes in Flight project, which is a crane monument done by a local native artist, Joslyn Russell.

City Council thanked the ladies of GFWC and requested next step directions on the City's role in the process of this project.

B. Business Brought Forward by City Staff

1. Public Works

- a. Authorize City Manager to sign lease with Alamosa South Solar, CSG, LLC for land north of cemetery.

Counselor Schwiesow provided information to Council.

Councilor Carson moved, seconded by Councilor Daniel to authorize the City Manager to sign the lease with Alamosa South Solar, CSG, LLC for land north of cemetery as presented and subject to Counselor Schwiesow's approval on the language for indemnification as acceptable. The motion carried unanimously.

2. Parks and Recreation

- a. Second Reading and Public Hearing, Ordinance No. 20-2019, An Ordinance Approving An Intergovernmental Agreement with the Alamosa National Wildlife Refuge (ANWR) for Maintenance of the Toivo Malm Trail System.

Parks and Recreation Director Andy Rice reviewed this ordinance with Council.

Mayor Coleman opened the public hearing at 7:30 p.m. and asked for those wishing to speak.

There being no one wishing to speak, the hearing closed at 7:30 p.m.

Councilor Griego moved, seconded by Councilor Carson to finally adopt Ordinance No. 20-2019. The motion carried unanimously.

3. City Manager/Legal

- a. Motion authorizing the City Manager to sign a development agreement with Manish Patel for the construction of a downtown hotel.

Heather Brooks presented information to Council.

Councilor Carson moved, seconded by Councilor Daniel to authorize the City Manager to sign a development agreement with Manish Patel for the construction of a downtown hotel. The motion carried unanimously.

- b. First Reading, Ordinance No. 22-2019, an ordinance amending section 14-54 of

the Code of Ordinances of the City of Alamosa to change the responsibility for certifying delinquent assessments from the clerk to the finance director.

Counselor Schwiesow provided information to Council.

Councilor Daniel moved, seconded by Councilor Broyles to approve Ordinance No. 22-2019 on first reading and set for a public hearing on Wednesday, October 2, 2019 at 7:00 p.m. or as soon thereafter as the matter may be heard. The motion carried unanimously.

- c. Resolution No. 18-2019, a Resolution Amending the Composition of the City of Alamosa Standing Committee on Homelessness

Ms. Brooks presented information to Council.

Councilor Griego moved, seconded by Councilor Carson to pass Resolution No. 18-2019. The motion carried unanimously.

C. Committee Reports

None.

D. Staff Announcements

Ms. Brooks provided an update regarding the Independent ditch as well as an update on how the Art Festival turned out.

Ms. Brooks also informed Council that the City has closed on the Alamosa Riparian Park, reminded them of the CML District 8 Meeting next week as well as the Malm Trail Walk on Sept. 25th as well as the Meet the Candidate forum on October 8th. She also gave them an update on the Facade program.

Harry Reynolds provided a Council update regarding the Craft water tower painting.

COUNCIL COMMENT

Mayor Coleman spoke in regards to the Art Festival and gave kudos to the staff that helped put that all together.

Councilor Carson passed on information from the County for the appreciation of the beautification done by the city next to the airport.

Councilor Hensley spoke regarding the Council retreat next Friday and Saturday and recommended wearing Adams State green for a Council picture.

Councilor Daniel commented on the Art Festival as well as followed up on Ruthie Brown's comments and asked for an update regarding the Water Smarts projects. Andy Rice provided Council with an update and that the airport one has been done as well as the one by Richardson, and provided the status for the rest of the projects.

Councilor Griego commented regarding the water smarts project. He also thanked the Commissioners for taking the initiative on determining that Stockton belonged to the county and getting that paved.

ADJOURNMENT

The meeting adjourned at 7:56 p.m.

Holly C. Martinez, City Clerk

Ty Coleman, Mayor

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Alamosa Solar South CSG LLC, Solar Garden

Recommended Action:

That Council ratify the 3-1 Planning Commission recommendation to issue the Conditional Use Permit with the conditions that a 6' chain-link perimeter fence be installed with a vision screening element on the south, east, and west sides.

Background:

The subject company approached the City to see if it would be interested in leasing land for a solar farm. The only site Council was open towards is the one being discussed here. In order for the process to be transparent and competitive, the City publicized an advertisement so that anyone who might have an interest in developing that property could bid to do so. As expected, the solar company was the only one to submit. The City then prepared an agreement that Council authorized; this contract leases 4 to 15 acres of property to the company for the purpose of this solar farm in the event of the approval of the proposed use.

Under the UDC, a Utility facility is a Conditional Use in Agricultural zones.

Issue Before the Council:

Does Council wish to ratify the Planning Commission decision and Conditional Use Permit as presented?

Alternatives:

- Council may choose to ratify the Conditional Use Permit as presented.
- Council may choose to place the issue for public hearing on the next Council Meeting agenda and approve, amend, or deny the Conditional Use Permit at that time.

Fiscal Impact:

No significant fiscal impact is anticipated.

Legal Opinion:

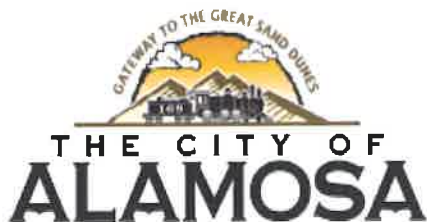
The City Attorney will be available to answer any questions should the need arise.

Conclusion:

The constructed solar farm will have similar noise, traffic, glare and light conditions to the existing conditions. There will be no lights. The fence will cause some visual impact, however the current vistas will be largely unaffected. The site avoids existing mature cottonwood galleries to the east while fencing out a large section of City property that has historically had issues with illegal dumping. The solar farm will have little to no impact on facilities such as roads, schools, water and sewer. The proposal avoids an existing sewer line on the western edge of the parcel which services the mobile home park.

ATTACHMENTS:

Description	Type
❏ Conditional Use Permit	Backup Material
❏ Application	Backup Material
❏ Applicant Supplemental Responses	Backup Material
❏ Site Plan	Backup Material
❏ Lease Agreement	Backup Material
❏ Staff Recommendation to PC	Backup Material
❏ PC Minutes	Backup Material



City of Alamosa
Public Works Department
300 Hunt Avenue
Alamosa, Colorado, 81101
(719) 589-6631

Conditional Use Permit No. 03-2019

Owner: Alamosa Solar South CSG LLC on behalf of City of Alamosa

If applicant is not owner, proof of authority to act on behalf of owner is required

Address of Permitted Property: 399 Twentieth St

Current Zoning: A **Current Land Use:** Vacant

Approved Use: Utility

Legal Description: FR SE4NE4, 15-37-10 NMPM

PERMIT AUTHORIZING CONDITIONAL USE,

Findings

1. The owners of the real property described above have filed an application for a Conditional Use Permit proposing a conditional use,
2. This Conditional Use Permit is granted subject to the following terms and conditions to ensure compliance with Section 21-3-302 of the Unified Development Code:
 - A 6' chain-link perimeter fence be installed with a vision screening element on the south, east, and west sides.

Planning Commission


Planning Commission Chair


Planning Commission Secretary

5/22/19
Date

Ratified by City Council on

Date

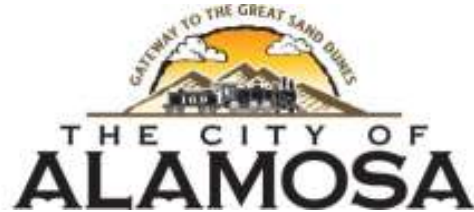
Attest

City Mayor

City Clerk

Date

City of Alamosa
Public Works Department
300 Hunt Avenue
Alamosa, Colorado, 81101
(719) 589-6631
pubwrks@ci.alamosa.co.us



LAND USE APPLICATION

This form provides the basic information about a project proposal. This application form is only one of the items required for a complete project submittal. It is the responsibility of the applicant to ensure that all other required materials are submitted. A checklist of submittal items is attached for your use. It is also the responsibility of the applicant to clearly demonstrate through narrative, visual representations, and other materials that the proposed activity complies with the City of Alamosa's Unified Development Code. Incomplete or substandard applications may cause delays. All applications shall include digital files as well as the hard copy unless otherwise determined by staff.

PROJECT TYPE

Rezoning	X	Conditional Use Permit
Home Occupation Permit		Zoning Verification
Site Plan Review page 161		Lot Line Vacation/Adjustment
Minor (< 10,000 SF)		Variance
Major (10,000 SF or more)		Annexation and Initial Zoning
Mixed Use Development Plan		Grading and Excavation Permit
Planned Development		Vested Property Rights Plan
Conceptual		Subdivision, Major (<5 lots)
Preliminary		Sketch
Subdivision , Minor (5 lots or less)		Preliminary
Preliminary		Final
Final		Other: _____

PROJECT DESCRIPTION

Project Name:

Alamosa Solar South CSG LLC

Project Location:

399 Twentieth St, Northwest corner of 20th Street and Old Airport Rd/Rd S 110

Project Summary:

Alamosa Solar South CSG LLC propose to build a 2 Megawatt (MW) community solar garden on approximately 12 acres of city property, north of the cemetery on 20th st..

Please see supplemental Responses for further information

LAND USE APPLICATION

SITE INFORMATION

Legal Description: FR SE4NE4, 15-37-10

Current Zoning: A Proposed Zoning: A

Current Use: Vacant Agricultural Proposed Use: Utility

PROJECT CONTACT INFORMATION

Applicant: Alamosa Solar South CSG LLC, Brent Beerley Agent: Community Energy Inc, C/O Jonathan Moore

Address: 1209 Orange St. Wilmington, DE 19801 Address: 1120 Pearl St, Ste 200, Boulder, CO 80302

Telephone: _____ Telephone: 303.324.2346

E-mail: _____ E-mail: jonathan.moore@communityenergyinc.com

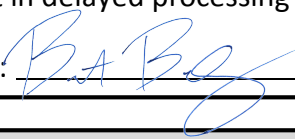
Property Owner (If different from owner):

City of Alamosa - Parcel # 541315100018

ACKNOWLEDGEMENT AND AUTHORIZATION

The undersigned authorizes the Public Works Department to proceed with processing this application under the requirements of the City of Alamosa Uniform Development Code (UDC). The undersigned acknowledges that the information provided herein is accurate to the fullest extent of their knowledge.

Further, it is the responsibility of the applicant, when applicable, to provide the City with the names and addresses of adjacent property owners within a specified distance of all boundaries of the subject property, and within the boundaries, as recorded in the Alamosa County Assessor's office. The accuracy of this information is the applicant's responsibility and improper notification of adjacent property owners, when applicable, can result in delayed processing of this application.

Applicant:  Date: 8/13/19

DEPARTMENT USE ONLY

Application Received by: Deacon Date: 8/13/2019 Project #: _____

Fee Required: \$50 Paid on: 8/7/2019 Receipt #: _____

Application accepted as complete on for processing: 8/13/2019

Alamosa Solar South 2 CSG LLC – Conditional Use Review Application

Supplemental Information

What kind of land use project is being proposed?

Alamosa Solar South CSG LLC proposes to build a 2MW solar farm on approximately 12 acres located at 399 Twentieth St, Alamosa, CO. The project will be constructed on leased land from the City of Alamosa (Tax ID: 541315100018), and access to the facility will be from 20th street. The facility will consist of the following:

- A twelve (12) acre lease area,
- Access and interconnection off 20th Street,
- Photovoltaic solar panels
- Equipment pad (switchgear, meters, disconnects, transformer, monitoring equipment)
- Six (6) foot high perimeter fence (minimum)

The project will be constructed as a single-axis tracker photovoltaic (PV) system. The panels will be supported by a horizontal racking system, attached to steel piers driven into the ground. The panels will rotate east to west tracking the sun and will sit approximately 9 feet above ground at their maximum tilt, closer to 4 feet midday. Inverters will convert the Direct Current (DC) power to Alternating Current (AC), which interconnects to Xcel Energy's existing distribution network along 20th street.

The facility will be unmanned with the exception of site visits for routine maintenance and inspection by qualified O & M personnel. There will be minimal disturbance to the existing grade and vegetation. The solar farm is expected to generate approximately 4,500 MWh/year, about the equivalent of 500 homes.

The location for this project was selected based on an assessment of Xcel Energy's distribution network and available substation capacity at the Alamosa Substation, and in fact the entire San Luis Valley.

The project is compatible with surrounding land uses as community solar gardens are relatively benign and non-obtrusive uses, with no permanent water or no sewer, extremely low traffic generation, and lighting and noise levels comparable to background residential properties. Furthermore, the project is in conformance with City's Comprehensive Plan.

What is the current zoning designation the parcel?

The property is currently zoned Agricultural, and has been used historically been vacant. Leasing this land will increase the City of Alamosa's return on this land.

CONFORMANCE WITH THE UNIFIED DEVELOPMENT CODE:

Section. 21-2-207 - Utility and Communication Facilities: are allowed in the Agricultural District via Conditional Use Permit.

Sec. 21-2-302. - General Standards for All Conditional Uses

1.(c) Compatibility. The conditional use:

- (1) Will be compatible with surrounding land uses;
- (2) Is proposed for a location that is appropriate in terms of mitigating the impacts or risks of the use to the natural environment, or the environmental impacts or risks are mitigated through the design or the operation of the use; and
- (3) Will not materially detract from the character of the immediate area or negatively affect the anticipated development or redevelopment trajectory (for example, by creating a critical mass of similar conditional uses that is likely to discourage permitted uses by making the vicinity less desirable for them).

The proposed project complies with the Purpose and Intent of the General Standards for all Conditional uses because the method of operation, scale or intensity of activity and traffic generated are less than an agricultural or residential use. Specifically:

Water Supply. The solar project does not require a permanent water supply. Construction water may be required for controlling dust, mixing concrete and washing/cleaning. Construction water will be transported to the site. Periodic cleaning of the panels may also be required during operation, and will be transported for this purpose.

Sewage Disposal. The solar project does not require sewage disposal or a wastewater treatment system.

Utilities. The solar project will connect to Xcel Energy's electrical distribution network.

Access and Roadways: Access to and from the solar facility will be in conformance with City of Alamosa standards. Minor traffic is expected during construction and only occasional traffic during operation of the facility.

Hours of operation – Once in operation, the facility is unmanned, producing energy from sun rise to sunset, seven days a week.

Noise and glare – Once constructed, noise levels are comparable to surrounding land uses. Photovoltaic (PV) projects are designed to absorb the sunlight, and single-axis trackers ensure the modules (panels) are perpendicular to the sun angle, thereby minimizing glare.

Lighting - The project will not have lights.

Height of structures – The solar panels will be approximately 8-9 feet above ground at their maximum tilt, closer to 4 feet at midday.

Visual impact: The low-profile design is compatible with the surrounding natural environment and shall preserve views and vistas. To ensure security, glare/vision screening, and aesthetic concerns, Perma- Hedge inserts will be added to the perimeter fence along the southern and western sides.

Protection of Agricultural Lands. The location was selected because of its vacant, unproductive status, ideally alleviating some of the city's trespass, trash and nuisance issues on the property.

Compatibility with surrounding land uses:

The project is compatible with surrounding land uses as community solar gardens are static, non-obtrusive uses with no adverse impact to adjacent land. Community solar projects do not create noise, light, traffic, or other operational impacts.

In addition,

- The project will not place an undue burden on the County services such as water, police, fire, schools, library and road maintenance.
- The project will provide a renewable source for electricity for its residents and businesses.

CONSISTENT WITH THE COMPREHENSIVE PLAN:

The project is consistent with the City's Comprehensive Plan.

General examples:

- **VISION** - Alamosa is the regional center of the San Luis Valley. Alamosa is connected to the entire valley so growing the economy in Alamosa and in the San Luis Valley as a whole are one and the same. The economy is already diverse compared to other communities and the city has many assets and economic development partners in the region that can be enlisted to help grow the economy.
- **Business Support and Retention** – Existing businesses are integral to the success of Alamosa and there is a tangible need to support them as they grow or face challenges staying in business.
- **CORE SERVICES AND INFRASTRUCTURE** – Wise investments in infrastructure and core services can enhance the city and have a significant economic and social impact.
- The City of Alamosa wants to affect positive economic change and intends to take a

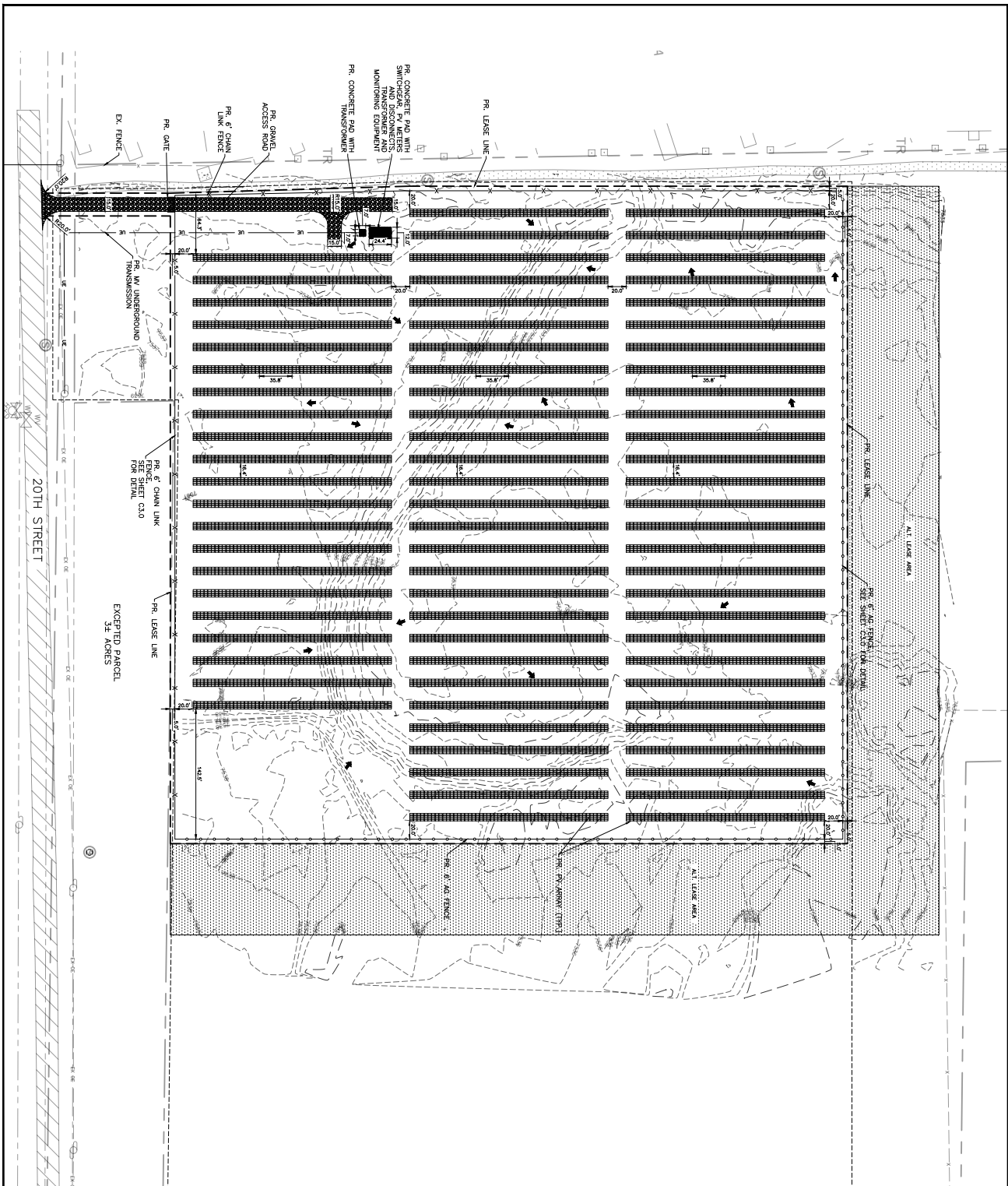
more active role in economic development.

Specific Goals and Strategies:

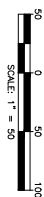
- **GOAL ED.1 – IMPROVE THE COORDINATION AMONG ECONOMIC D**
 - **Strategy B** – The City of Alamosa plays a leadership role in economic development in the city.
- **GOAL ED.2 – RETAIN EXISTING BUSINESSES ACROSS ALL SECTORS AND HELP THEM ADAPT AND EXPAND.**
 - **Strategy D** – Strengthen access to funding for business expansion
 - **Strategy E** – Communicate and promote business-support services to the business and entrepreneur community.
- **GOAL ED.8 – TARGET AND RECRUIT SPECIFIC BUSINESSES AND ORGANIZATIONS THAT ARE APPROPRIATE FOR THE CITY OF ALAMOSA.**
 - **Strategy C** – Identify target industries and businesses interested in Alamosa that are appropriate for the community. Examples of target businesses include Clean energy
 - **Strategy D** – Promote financial incentives and funding tools for prospective, new or expanding businesses
- **GOAL ED.9 – PROMOTE COMMUNITY ASSETS TO PROSPECTIVE RESIDENTS, EMPLOYEES AND BUSINESSES AND CREATE A POSITIVE IMAGE OF ALAMOSA.**
- **GOAL ED.10 – DEVELOP A SENSE OF PRIDE IN ALAMOSA RESIDENTS AND BUSINESSES.**
 - **Strategy A** – Establish messaging that instills a sense of pride for living in Alamosa.

Anticipated timeframe for completion of the project:

Pending Land Use approval from the City of Alamosa, Community Energy Inc would like to begin construction late fall, 2019, if possible. The construction period is typically 6 – 8 weeks.



LEGEND	
PROPERTY LINE	---
PROPERTY LINE FOR SITE	---
EXISTING EASEMENT	---
EXISTING OVERHEAD ELECTRIC	---
EXISTING UNDERGROUND ELECTRIC	---
EXISTING SANDS FLOW PATH	---
EXISTING DRAIN & GUTTER	---
PROPOSED FENCE	---



PROJECT #	1039
DATE	08.12.2019
SHEET #	1
SITE PLAN	
SHEET #	C2.0



COMMUNITY ENERGY
 ALAMOSA SOLAR SOUTH CSG, LLC
 POWER GENERATION FACILITY
 400 20TH STREET
 ALAMOSA, CO 81101

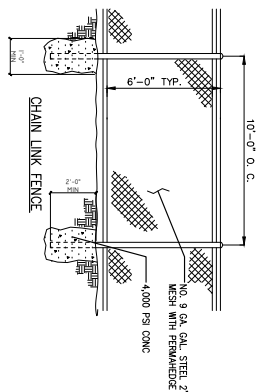
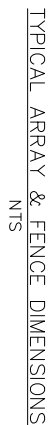
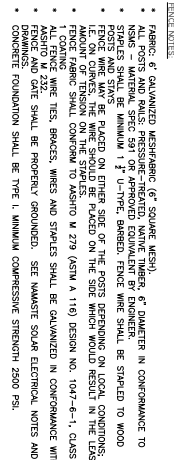
NO.	DATE	DESCRIPTION	BY



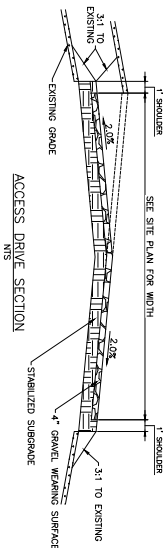
THE SEAL & SIGN INCORPORATED
 PROFESSIONAL SERVICE TO THE INDUSTRY
 BE USED FOR ANY OTHER PROJECT WITHOUT
 THE SIGNATURE OF THE ENGINEER.
 THIS IS A PROFESSIONAL SEALING
 IF NOT ONE INCH ON THIS SHEET
 ADJUST SCALES ACCORDINGLY



CENTERPOINT ENGINEERING
 Civil Design | Land Planning
 355 UNION BOULEVARD | SUITE 301 | LAKEWOOD, CO 80228



- 9 GA. 2" VINYL MESH FENCING WITH PERMAEDGE PRIVACY SLATS.
- 1 5/8" O.D. GALVANIZED PIPE TOP AND BOTTOM RAILS.
- 4" O.D. GALVANIZED PIPE GATE POST, 48" MIN. BURIAL.



1. **CONCRETE** SHALL BE A MINIMUM 8 INCHES OF C101 CLASS 5 OR 6 AGGREGATE BASE COURSE.
2. **MATERIALS** SHALL BE USED IN ACCORDANCE WITH THE FOLLOWING:
3. **PROPORTIONS** SHALL MEET THE MIXTURE SPECIFICATIONS FOR CLASS 5 OR 6 BASE COURSE.
4. **Prior to PLACING** FILL OR AGGREGATE SURFACING, THE EXISTING SURFACE AREA SHALL BE EXPOSED TO THE FULL DEPTH OF THE EXISTING SURFACING.
5. **Within TWO** WORKING DAYS OF THE EXISTING SURFACING, THE CONTENT AND COMPOSITION OF THE FILL AND AGGREGATE PORTIONS OF THE OPTIMUM WORKING CONTENT AND COMPOSITION AS NOTED BY THE FIELD TESTS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL.
6. **ROADWAYS** AND **PAVED** AREAS SURFACED SHALL BE PROTECTED WITH A HEAVY LOADED SURFACING COURSE TO PROTECT THE SURFACING FROM DAMAGE BY TRAFFIC.
7. **UNDER** TRUCK LOADS ARE NOT TRAFFIC AND SHOULD BE REMOVED AND REAPPLIED TO ACHIEVE THE DESIRED SURFACE PROTECTION.
8. **After** PLACING THE AGGREGATE SURFACING, IN ORDER TO PROTECTING A SURFACING COURSE FROM DAMAGE BY TRAFFIC, THE SURFACING SHALL BE PROTECTED BY A PREFERENCE OF 5:1 WITH A PREFERENCE OF 4:1.

AREA	PERCENTAGE OF STANDARD PROCTOR (ASTM D698) MAXIMUM DRY DENSITY
AGGREGATE SURFACING	90
BENEATH SURFACING AND PLATWORK	95
LANDSCAPE AND TRENCH BACKFILL	
MISCELLANEOUS OVERSLOTT FILL AREAS	95

FOR COMPACTION OF NATURE OF MINOR GRANULAR SOILS, A MOISTURE CONTENT OF WITHIN 2% OF THE OPTIMUM SHALL BE MAINTAINED.

SOLAR FARM SITE CONTROL AGREEMENT

This Solar Farm Site Control Agreement ("*Agreement*") is entered into as of April 18, 2018 ("*Effective Date*"), by and between The City of Alamosa ("*Landowner*") with an address of 300 Hunt Ave. and Alamosa South Solar CSG, LLC, a Delaware limited liability company, with an address of 3 Radnor Corporate Center, 100 Matsonford Road, Suite 300, Radnor, PA 19087 ("*Company*" or "*CESD*").

RECITALS

- A. Company and Landowner are engaged in negotiations to enter into a ground lease for purposes of developing and operating a solar energy facility ("*Solar Facility*") located on certain real property owned by Landowner and located in **Alamosa County, CO**, as further described and depicted on Exhibit A which is attached hereto and incorporated herein by this reference (the "*Property*").
- B. If the above negotiations result in the full execution of a binding ground lease, the Solar Facility will consist of ground mounted photovoltaic solar panels, cabling, inverters, transformers, equipment necessary for interconnecting the Solar Facility to the electrical distribution or transmission system and all other facilities and improvements necessary for operation and maintenance of the Solar Facility.
- C. Company intends to undertake due diligence investigations of the suitability of Landowner's Property for the development, construction and operation of the Solar Facility.
- D. Landowner is willing to cooperate with development of the Solar Facility and will work with Company and its affiliates in good faith negotiations towards a mutually acceptable ground lease agreement.

AGREEMENT

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landowner and Company agree to the following terms:

1. **Cooperation in Development Activities.** Landowner agrees to cooperate with Company in its development activities as follows:
 - a. Landowner agrees to allow Company to include its Property in applications, drawings or exhibits that may be used related to the development of a Solar Facility on the Property.
 - b. Landowner agrees to grant Company, its employees, agents, contractors or subcontractors, at Company's sole cost and expense, the right to enter the Property for purposes of conducting due diligence for the Solar Facility. Due diligence purposes include, but are not limited to,

surveying, soil borings, environmental assessments, the temporary (time frame coincident with the Term, as defined below, of this Agreement) installation, inspection, maintenance and removal of solar resource monitoring equipment and other related activities necessary for the development of the Solar Facility.

Landowner or Landowner's agent shall have the right to accompany Company and each of its representatives during any entry.

Upon completion of the inspection and tests, Company, at Company's sole cost and expense, shall fill all test holes and excavations, repair all damage to the Property, return the Property to its original state, and shall remove any debris caused by any inspection, test or sampling performed on behalf of Company.

c. Company agrees to indemnify and hold harmless Landowner from and against any and all damages, claims, actions, penalties, liabilities, judgments, losses and expenses, including attorney's fees and litigation costs, incurred by or asserted against Landowner as a result of or arising out of (i) Company's entry upon the Property; (ii) the entry of any individuals conducting or assisting in the studies, tests, borings, surveys, evaluations or inspections at the Property on behalf of Company; and (iii) location of any equipment on the Property by Company or any individuals conducting or assisting in the studies, tests, borings, surveys, evaluations or inspections at the Property on behalf of Company;

d. During the Term of this Agreement, Landowner shall not enter into any agreement that would otherwise preclude Company from developing the Solar Facility on the Property or otherwise prevent Company from accessing nearby substations and/or transmission lines necessary for the operation of the Solar Facility via access and/or utility easements. This provision shall not prohibit Landowner from negotiating the sale or lease of the Property to any third party during the Term of this Agreement.

2. Term and Payments to Landowner.

a. This Agreement will be effective as of the Effective Date and shall automatically expire two years (2) after the Effective Date (the "*Interim Site Control Term*"), upon the execution of a ground lease agreement between the parties or upon the termination of this Agreement in accordance with Article 6, below, whichever occurs first.

b. In consideration for entering into this Agreement, Company shall pay Landowner \$1,000 per year, for the duration of the Interim Site Control Term.

3. Future Lease Terms. The parties intend to execute a ground lease agreement (the "Lease") which shall contain the following agreed upon terms, among others:

a. Commercialization Date. The "*Commercialization Date*" for the Solar Facility means the date on which "Groundbreaking" occurs. As used herein, "Groundbreaking" shall mean the earlier of (a) when earth is moved for the improvement of the Property for the construction of the Solar Facility, or (b) when the first Solar Facility support structure is installed below grade at the Property. Movement of earth for evaluation of the Property shall not be considered

Groundbreaking and shall not cause the Commercialization Date to occur. Company shall notify Landowner promptly if and when the Commercialization Date occurs.

b. Development Feasibility Term. The Development Feasibility Term shall commence on the Effective Date of the lease and end on the earlier to occur of the Commercialization Date or three (3) years after the Effective Date (the "*Development Feasibility Term*", being inclusive of the Interim Site Control Term) subject to two (2), one (1) year options to extend at Company's discretion. If the Commercialization Date does not occur prior to expiration of the Development Feasibility Term, then the Lease shall terminate. During the Development Feasibility Term, Company shall be responsible to pay Development Feasibility Term Rent (as defined below), any increase in the property taxes, rental taxes, development fees and all improvements and costs associated with the development of the Solar Facility on the Property.

c. Commercial Term. The Commercial Term shall begin on the Commercialization Date and last for a period of thirty (30) years, subject to two (2), ten (10) year options to extend at Company's discretion. During the Commercial Term, Company shall be responsible to pay Commercial Term Rent (as defined below), any increase in the property taxes, rental taxes, development fees and all improvements and costs associated with the development of the Solar Facility on the Property.

d. Development Feasibility Term Rent. \$1000.00 per year.

e. Commercial Term Rent. \$500.00 per acre per year, escalating at 1% annually.

4. Amendments. No modification, extension, or renewal of this Agreement will be binding upon either party unless made in writing and signed by an authorized representative of each party.

5. Confidential Information. Company may conspicuously label any documentation, technical and business information provided by Company to Landowner in the course of performing this Agreement as "Confidential Information." Landowner agrees to hold any so-labeled documentation or information in strictest confidence, and not to disclose to any person or use in any way for that party's own or another's benefit, except to its attorneys, accountants, and real estate brokers, or after court order or other resolution of a request made pursuant to the Colorado Open Records Act, C.R.S. § 24-72-200.1 et seq. The parties recognize Landowner is subject to the Colorado Open Records Act, and that disclosure of what Company has designated confidential information may be required by a court of law. In the event a request is made for such records under the Act, Landowner shall notify Company of such request within three days thereof, and Company may choose to indemnify Landowner for all costs in making an objection to such disclosure so long as Landowner, in its discretion, determines that an argument for non-disclosure can reasonably be made. Company's election to object to any request must be made within three days of being notified of the request.

6. Termination. Company may terminate this Agreement as to all or any portion of the Property at any time during the Term of this Agreement. Company and Landowner agree that the execution of this Agreement shall not obligate either party to subsequently execute a ground lease.

7. **Landowner Contact Information.**

Landowner Name: *City of Alamosa, Public Works Director*
Landowner Address: *300 Hunt Avenue, Alamosa CO 81101*
Landowner Phone: *719-584-2593*
Landowner Email:

8. **Successors and Assigns.** This Agreement shall run with the land, and may be assigned subject to the same terms and conditions. This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and assigns.

9. **Further Assurances.** Each party agrees to cooperate with the other party and to execute any additional documents reasonably necessary or proper to carry out the provisions and spirit of this Agreement.

10. **Entire Agreement.** This written document constitutes the entire agreement between the parties as to the subject matter set forth herein and all prior or contemporaneous agreements, understandings and representations whether written or oral, between the parties relating to the subject matter set forth herein are merged in and are superseded by this Agreement. There are no oral promises, conditions, representations, understandings or terms of any kind as to the subject matter set forth herein otherwise in effect between the parties that are not set forth in this written contract document.

11. **Counterparts.** This Agreement may be executed in counterparts, which taken together shall constitute one agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF, Landowner and Company have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

Landowners:

By: Heather Brooks

Name: Heather Brooks

Title: City Manager

By: _____

Name: _____

Title: _____

Company:

Alamosa South Solar CSG, LLC

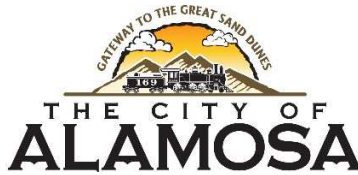
By: Eric Blank

Name: Eric Blank

Title: Manager

EXHIBIT A
SOLAR FARM SITE CONTROL AGREEMENT

The property shall a portion of the parcel in Alamosa County, CO known as Tax ID 541315100018, located northwest of the intersection of Road 110 S and 20th St containing between 4 and 15 acres.



Memo

To: Planning Commission Members

From: Deacon Aspinwall & Greg Maggard, Public Works Department

Subject: Alamosa Solar South CSG LLC, Solar Garden

Date: July 30, 2019

BACKGROUND

The subject property is 12 acres of a ± 32 acre parcel (aka FR SE $\frac{1}{4}$ NE $\frac{1}{4}$ 15-37-10) owned by the City of Alamosa, located on the northwest corner of Twentieth St and Old Airport Rd, north of the Alamosa Cemetery and east of the Century Mobile Home Park. The site is currently vacant and zoned Agricultural.

The subject company approached the City to see if it would be interested in leasing land for a solar farm. The only site Council was open towards is the one being discussed here. In order for the process to be transparent and competitive, the City publicized an advertisement so that anyone who might have an interest in developing that property could bid to do so. As expected, the solar company was the only one to submit. The City then prepared an agreement that Council authorized; this contract leases 4 to 15 acres of property to the company for the purpose of this solar farm in the event of the approval of the proposed use.

The proposed solar farm is classified as a Utility Facility - a permitted use in the Agricultural zone, subject to a Conditional Use Permit (CUP). The CUP permits the Planning Commission to attach performance criteria that will assist in keeping the proposed use from becoming a nuisance to the surrounding existing uses.

The 2 MW-DC solar farm is proposed to operate in a similar manner and scale as other solar facilities within the City; the facility will be unmanned with the exception of site visits for routine maintenance and inspection by O&M personnel.

In performing their due diligence, the company came across an excepted 3 acre parcel that was deeded from the City to the County in 1941. This parcel was never created by the assessor and was lost to all knowledge until this project came about; this parcel is located along Twentieth Street. The project area avoids this excepted parcel, and the City has been working with the County to get the title quit-claimed back. In the course of their surveying, the company also found numerous encroachments by fences and mobile homes along the western boundary. There is currently a dirt two-track also on the western edge of the property that has no dedicated or legal basis. Further, there is a City sewer line more or less under the dirt track with no dedicated easement.

ANALYSIS AND IMPACT

This application was referred to the Public Works Department following negotiations between City Council and Alamosa Solar South CSG, LLC. The proposed solar farm is considered a Utility usage, and is therefore permitted within the Agricultural Zone subject to a CUP. This proposal satisfies the general standards for conditional uses. The project is consistent with Vision and Goals of the Comprehensive Plan, and is expressly applicable to Goal ED.8, Strategies C & D. It is generally compatible with the surrounding land uses, the use generally mitigates the risks to the natural environment, and does not materially detract from the character of the area as long as certain conditions are in place to screen the site from adjacent residents and passers-by. The fence line is proposed to be set back approximately 100 feet from Twentieth Street and approximately 50 feet from the western boundary.

If approved, the constructed solar farm will have similar noise, traffic, glare and light conditions to the existing conditions. There will be no lights. The fence will cause some visual impact, however the current vistas will be largely unaffected.

The site avoids existing mature cottonwood galleries to the east while fencing out a large section of City property that has historically had issues with illegal dumping. The solar farm will have little to no impact on facilities such as roads, schools, water and sewer. The proposal avoids an existing sewer line on the western edge of the parcel which services the mobile home park.



1: Illegal dumping at site, most of which exists and occurs on the western edge of the parcel adjacent to the MHP.



2: Illegal access road on western edge of property. Fence will go along right (east) side of road)



3: View from Twentieth St looking NE. Fence will be approximately 100' from the road.

RECOMMENDATION

Planning Commission heard a similar item (2009-02) for a permitted use by special review of the solar field on Alamosa High School Property. The action was approved with the condition that a 7-foot fence and an approved landscape plan.

Staff recommends the **approval** of the proposed Conditional Use with the following conditional recommendations:

- 1) It is suggested a seven-foot tall chain-link fence be required to screen the solar farm. This fence needs to have some vision-screening element on the south and west sides (such as Perma-Hedge inserts or something similar) to it and it should be a natural color such as brown or green. This, along with a minimum 20' setback from the solar arrays is deemed sufficient to screen all equipment, operations, and glare from public visage in addition to adding more security at the site.
- 2) It is not recommended the company be required to landscape or xeriscape the area; because it is zoned Agricultural, it is proposed that it should retain as much of its natural, unimproved state as possible. Landscaping/xeriscaping may create more impact to the surrounding natural environment than intended or desired.

Relevant Code:

Section. 21-2-207 - Utility and Communication Facilities: are allowed in the Agricultural zone subject to a Conditional Use Permit.

Sec. 21-2-302. - General Standards for All Conditional Uses

(a) **Generally.** All conditional uses shall meet the standards of this Section related to plan implementation, compatibility, and community need.

(b) **Plan Implementation.** The proposed conditional use in its proposed location will not conflict with the implementation of current adopted plans of the City, including, but not limited to, the Comprehensive Plan;

(c) **Compatibility.** The conditional use:

- (1) Will be compatible with surrounding land uses;
- (2) Is proposed for a location that is appropriate in terms of mitigating the impacts or risks of the use to the natural environment, or the environmental impacts or risks are mitigated through the design or the operation of the use; and
- (3) Will not materially detract from the character of the immediate area or negatively affect the anticipated development or redevelopment trajectory (for example, by creating a critical mass of similar conditional uses that is likely to discourage permitted uses by making the vicinity less desirable for them).

(d) **Community Need.** The conditional use, in the proposed location, will:

(1) Address a material need for the use in the community; or

(2) Create jobs that are likely to pay more than the median wages for the region, or support a critical mass of related and mutually supportive land uses that promote economic development and opportunity.

Section. 21-4-504(g)(2) The Administrator may approve deviations from the standards of this subsection as required to create appropriate buffering or screening, accommodate recreational uses, or provide for specific security requirements.

City of Alamosa
Planning Commission
August 28, 2019
6:00 p.m.
Minutes of the Meeting

The regular meeting of the Planning Commission was called to order on the above date at 6:02 p.m. by Christopher Lopez. Present were the following members: Darrel Cooper, David Mize, Christopher Lopez and Kindra Lambert. Excused was: Mark Manzanarez. A quorum was declared. Staff present: Deacon Aspinwall, Harry Reynolds, Sylvia Vigil and Nicole Valdez.

Agenda Approval: M/S/C. Mize, Cooper. Motion was made to approve the agenda as presented. All approved, none opposed.

Approval of the Minutes: M/S/C. Mize, Cooper. Motion made to approve the minutes of the June 26, 2019 meeting as presented. All approved, none opposed.

Public Comments: None.

Regular Business - Conduct Public Hearings

1A.) Water Works Carwash (Valley Car Wash) Conversation from Non-conforming to Conforming Use and Subsequent Required Conditional Use Permit.

2A.) Alfirio (Armando) Martinez Residential Use from Non-conforming to Conforming Use and Subsequent Required Conditional Use Permit.

3A.) Alamosa Solar South CSG LLC, Solar Garden

Water Works Carwash (Valley Car Wash)

Aspinwall reads Staff Recommendation for Car Wash.

Lopez: To the individuals that submitted the application, please come forward to testify.

Kathy Rogers Woods, I am new to the City of Alamosa as the Economic Developer. This is one of the first projects that we have worked on so while it's not new business, this is an existing business that has been here since forever. It is kind of older in its function and look. Although now the City Code requires that there not be a carwash within the Central Business District, it would have been grandfathered in and there have not been improvements made to it, these improvements will approve everything about it. The look, the feel and the actual functions. So we are coming to you today to request your consideration on allowing this to move forward. It will be beautified and they will explain further what kind of interworkings will be taking place. It

has been acting as a carwash for a long time but the improvements will be nice for the city and downtown so I am going to turn it over to Jeremy De Herrera who is the person who is making it happen.

Lopez: Thank you, please state your name and address for the record.

De Herrera: Hello, my name is Jeremy De Herrera, 12750 County Rd. 109 S. Alamosa, CO 81101. First of all I would like to thank everyone for their time. I just want to give an over view as far as what I am doing as far as the lot and the building goes. I do have a few people from Advanced Auto Solutions here with me who will be doing the equipment in there so they will be able to answer questions as far as that goes.

My name is Gregory Mc Caden, my address is 14110 West 63rd Arvada, CO
My name is Will Klum, 6431 S. Dallas Ct. Englewood, CO

Deherrera: One of the big things that I wanted to do was improve the esthetics of that area when I started considering opening up a car wash. We will be doing some building upgrades to it and some of the upgrades that we will be doing would be putting in a tunnel in there which will be 40 foot and it will be the bay that is furthest to the West. Right now it's a 5 bay wash. I will be a touchless automatic, meaning that nothing will touch your vehicle besides that water and the chemical. With that process we will go through and update the buildings features. We will put stucco into it, we are also going to re do the roof skirt that goes on the top of it. We are also going to approve the insides of the bays and the vinyl panel. We will be bringing in LED lighting which I think will help improve the darkness of that area. When you pass by the area late at night it seems to be somewhere that you would not like to hang out very long. There will be a security system, new lighting, light poles out in the back and hopefully make it as welcoming as we possibly can. We also have plans to take out the concrete in the area and replace it with level concrete so we will be taking out the grade. We will be doing heated concrete and taking it all the way to Main street and redoing the sidewalk in that area. So that is what we have in mind for the building. I will let these guys speak about the equipment so that you will have an understanding of what will be going on as far as that goes. My big push for this was to try and keep everything as local as I can. They are all local contractors coming in. The only ones that we could not keep local are the car wash guys only because we don't have that service in Alamosa. I am hoping that this brings a lot of people to downtown. I am very open to the idea of having fundraisers and community events held there. Just a good place to bring people and get them into the downtown area as well.

Lopez: What are the hours of operation that is being planned?

De Herrera: Right now it will be 24 hours per day, 7 days per week. Everything is ran with little labor besides myself and maybe a couple part timers to keep the lot clean.

Lopez: Do we have any other questions for Mr. De Herrera before we hear from his partners?

Mc Cadin: I have been in the car wash business for roughly 30 years. Our goal is to take an existing business and let it come back to life, upgrade the equipment needs. We will go to more energy efficient services that are required today and bring that up to standard in addition to

adding an automatic wash to one of the bays. It is efficient with water use, time, typical wash cycles are quicker. We will also offer multiple ways to pay for the wash, cash, credit card, club wash programs etc. So really that in a nut shell is what we are trying to get Jeremy to do.

Lopez: Can you talk a little bit about car washes that you are ahead of in the metro area etc.?

Mc Cadin: Sure! Right now we maintain work under about 60 individual car washes. We personally don't own any car washes, our business is to just support them, put them together, and give the owners a good business model so they can grow on it.

Lopez: Is there any additional signage to the car wash that is planned?

Mc Cadin: The signage is mainly just informational signage, instructions on how to use the car wash, things like that.

Lopez: Jeremy, for the car wash itself, are you going for resign age at all?

De Herrera: It will be "Waterworks Car Wash" it is already a formed entity. I have already done that through an LLC.

Lopez: Just for staff record. Kathy Rogers has provided us a site plan so that we can look at. Thank you.

Rogers: I just want to say that the Bobisky family has been on that block since 1945 or something like that so it has been a long time. They started a car wash in hopes to someday retire in hopes to sell that car wash and I think that is part of it for me, it would be a shame if at some point some developer came in and was going to raise that car wash and have something else built. It's an opportunity. The place has been for sale for 8 years. Jeremy will have signage that directs people from the alley to the engrese. And then he will have signage appropriate to watch for pedestrian's in the exit.

Lopez: Is there any signage for 6th Street as you go east out of Alamosa?

Rogers: We need to think about that but no not at this moment.

Mize: So as designed, the entrance will be off the alley and exit out onto Main Street?

De Herrera: Yes that is correct. And we will have directional signs above the bays and such to direct people as well.

We have been in business 13 years now as Advanced Car Wash Solutions, and I have been in the business for 35 years myself.

Lopez: Is there any concerns or thought when you think of winter time? When you come out of the bay to Main Street the ice and snow that can accumulate on that asphalt there. Is there any solutions or thoughts about that?

Mc Cadin: Yes, there will be heated pads all the way out of the automatic bay and the self-serve bays.

Lopez: Any other questions at this point?

Is there anyone that opposes this request?

Lopez: Is there any engineering considered for the traffic that is coming though from City Hall into the car wash?

Reynolds: No there is not any engineering on that at this time. This is why they did the controlled striping. Without being restrictive to the other businesses there is nothing in the works at this time.

Approval of Water Works Carwash (Valley Car Wash) Conversion from Non-conforming to Conforming Use and Subsequent Required Conditional Use with Staff Recommendations:
M/S/C. Mize, Cooper. All approved, none opposed.

Public Hearing closed at 6:20p.m.

Alfirio (Armando) Martinez Residential Use from Non-conforming to Conforming Use and Subsequent required Conditional Use.

Aspinwall reads the staff report.

Applicant at podium.

Lopez: Please state your name and address for the record.

Marisa Rodriguez, 616 2nd Street, Alfirio (Armando) Martinez, 616 2nd Street

Rodriguez: Based on the staff recommendation and the size of the garage, we are requesting that the Planning Commission approve the original size that we submitted which was the 840 Sq. Feet. I do know that the staff has recommended based on the ratio of the ground coverage. However, several residences as stipulated by the staff are below and above where our percentage would lie. One of our neighbors is at 37% and the other neighbor is at 47% and if we were able to build the garage at the 84 sq. ft. that we are requesting, we would sit right in the middle of that at around 44% so right now that is what we are requesting.

Lopez: Any questions for the applicants?
Does anyone oppose this application?

Mize: Question for staff. The setback would be the same on each plan correct?

Aspinwall: That is correct. The set backs are the same. It is just the building coverage ratio.

Lopez: So should we hold up on this application and wait for the city to move forward on its own bulk zoning map for this particular part of the neighborhood so the city has a plan eventually to look at this whole area and rezone it potentially but they are not at that process yet. So you have a time frame on when you would be looking to do that?

Aspinwall: We would hope to do it by the end of the year. There is really no guarantee. As you know, we are in search for a City Planner at this time, so to answer that, there is not a very good time line at this moment. The Martinez's did come with this request back in May so in just a curtesy of trying to give them some different avenues to approach Planning Commission instead of waiting for the city to change the zoning underneath them.

Lopez: Do you think that Staff recommendation would have been different if you knew that in September you would be looking at the planning process, would staff still want to move forward?
Aspinwall: I believe so. And I think that it is also worth pointing out that previous UDC's did allow for single family dwellings in commercial business.

Reynolds: One of the things that Deacon and Sylvia have been working on quite extensively is they have went through the whole city and they have looked into the transition zones from the commercial zones to the residential areas and a big part of it is that they are looking into area that would be areas that would be a good candidate for this mixed use zone which really helps cater to that transition. So with the work that they have put together I think that they have come up with a good plan. We just need to get a Planner on board to make sure. If this person agrees, then they will have to inforce it in the future.

Lopez: Any other questions from the Planning Commission members?

Public hearing closed at 6:26 p.m.

Mize: I move that we approve the application with the housing plat but allow the exception for them to build at their original proposed size and wave the 4% coverage area.

Approval of Alfirio (Armando) Martinez Residential Use from Non-conforming to Conforming Use and Subsequent Required Conditional Use. M/S/C: Mize, Cooper All approved, none opposed.

Alamosa Solar South CSG LLC, Solar Garden

Aspinwall reads Staff Recommendation. This is a project that has been in the works and in the background for quite some time. The company in question approached the city to see if the city would be willing to lease certain properties for a solar garden. City Council met and chose this specific location as a potential site. Under the UDC, a utility use in an agricultural zone is a conditional use permit and after reviewing the application, it meets all the provisions. So we recommend the approval. The only condition we recommend is that they have a 7 foot fence with some sort of vision screening element. That is what we have seen and what we have applied and that is what the Planning Commission stipulated for the solar farm that is over by the high school and we feel that that should have some adequate safety and minimize any sort of visual impacts from adjacent properties and so on.

Applicant takes the podium.

Lopez: Please state your name and address for the record.

My name Jonathon Moore, 5740 Prospect Rd. Longmont, CO 80503

Moore: Deacon is right. This has been around for a while. Our company was awarded 5 community garden projects in the valley going back a few years, those are dependent upon the availability of sub stations. Have you all had a community garden project in the city before? I don't think so. So we have a program that provides this opportunity for us to build projects. They are limited to two megawatts in size, it's about 12 acres. We are required to sell through

proscription agreements back to customers. Customers get cost savings on their bills that can be municipal, commercial, whatever it might be. 10% of the total projects production is reserved for low income residents. There are various benefits to it. These projects are happening all around Colorado. We are building 2 in Weld County right now. We have one approved and getting ready to break ground at Monte Vista Middle School, we have one approved in Alamosa County, 285 Rd. 12 S. We are hoping this will be one of our additional projects.

The construction part of it takes up to maybe 2 months. Once they are built, they are quiet, they have external lighting on them. There is no noise associated with it, no water and sewer so I would think that they are a pretty benign neighbor over time. They are single access trackers. They pick up the sun. The whole system faces east in the morning, mid-day they will be tabletop like, in the evening they turn west and then at night they come back. So it is the most efficient technology that we are working with right now. About 6 or 8 weeks ago, city council did vote to be a subscriber for this.

The only place where we ask for consideration based on staff recommendation is two things. One is fence height. Originally the electrical code required an 8 foot fence I think. In 2017 the code changed for projects of this size. It is considered 1,000 volts or less. This project meets that and so we are only required to have a 6 foot fence by code so I would ask of your consideration of that. My construction guy is saying that 7 feet is almost worse than 8. It is between sizes. At 7 foot we would basically be cutting down. We would ask you if 6 feet would be sufficient.

The only other place that we are asking for consideration is, we were going back and forth on trying different screening things. I think what we have decided to do is what was done at the high school project. So we are asking if we can do that on the side that is facing the mobile home park and the side facing 20th Street. Those are the sides that are impacted sites perhaps. So we would ask if you would consider those two changes if you would. I think this is consistent with your master plan, your image, your business support, I think that you will be as proud of it as we will be.

Mize: How close to Old Airport Road will this be?

Moore: It is a 36 acre parcel.

(Deacon pulls up site plan on overhead for all to see)

It is about 1000 feet. And we are up to the accepted parcel other than the access point and there will be a space between us and the mobile home park because there is a sewer line that runs out there.

Moore: About 1300 feet east to west, I am just using google earth.

Mize: At the tallest, how tall will these be?

Moore: They are about nine feet.

Lopez: So what I am hearing is that staff recommends a 7 foot fence and the applicant would like a 6 foot fence. Can we get staff to talk a little more about this?

Aspinwall: Some of the rationale was safety primarily. We haven't to my knowledge at least had any issues at that site so it mostly had to do with consistency and safety. I don't have any statistics to say that a 6 foot fence is adequate or not.

Public Hearing closed at 7:07p.m.

Mize: I move that we approve the proposed conditional use with the condition of a 6 foot fence and the visual screening on three sides and not necessarily on the north side. So on the west side (on the 20th St. side) The recommendation would be to make a motion on what the applicant brought in tonight and not what the staff recommends. Just so we are clear.

Approval of Alamosa Solar South CSG LLC, Solar Garden M/S/C: Mize, Lambert 3 approved, 1 opposed

Other Business: None.

Correspondence: None.

After no further business, the meeting was adjourned at 7:12 p.m.

Respectfully submitted,

Nicole Valdez
Recording Secretary

**ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION**

Subject/Title:

Approve Minutes of Meeting September 4, 2019

ATTACHMENTS:

	Description	Type
📎	Minutes of Meeting September 4, 2019	Minutes

ALAMOSA CITY COUNCIL

Regular Meeting Minutes

Council Chambers
300 Hunt Avenue, Alamosa, CO
September 4, 2019

6:00 PM - Joint Work Session with Planning Commission for Presentation of Draft Downtown Design Plan

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

II. ROLL CALL

Heather Brooks stated an agenda item for public comment regarding the Downtown Design Plan would be included as part of the Downtown Design Plan adoption agenda item.

III. AGENDA APPROVAL

Councilor Daniel moved, seconded by Councilor Broyles to approve the agenda as amended and to excuse Councilor Carson. The motion carried unanimously.

IV. CITIZEN COMMENT

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

A. Audience Comments

Ruthie Brown spoke in regards to the police officer's salary and the downtown plan design.

B. Follow-Up

Heather Brooks followed up in response to the officer's salary.

V. CONSENT CALENDAR A

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

Councilor Vigil moved, seconded by Councilor Daniel to approve Consent Calendar A as presented.

The motion carried unanimously.

C.1.a. Alfirio Martinez Residential Use from Non-conforming to Conforming Use and Subsequent Required Conditional Use Permit

C.1.b. Water Works Car Wash (Valley Car Wash) Conversion from Non-conforming to Conforming Use and Conditional Use Permit

C.2.a. July 2019 Monthly Financial Statements and Expenditure Report

C.7.a. Receive Minutes of Meeting August 21, 2019

VI. REGULAR BUSINESS

C. Business Brought Forward by City Staff

1. Public Works

- a. First Reading, Ordinance No. 21-2019, an ordinance approving the annexation of the 2019 Comfort Inn amended petition for the annexation of a tract of land containing approximately 8.01 total acres located in the NE¼ of Section 6, Township 37 north, Range 10 east, New Mexico principal meridian, Alamosa County, Colorado.

Counselor Schwiesow presented information to Council.

Councilor Griego moved, seconded by Councilor Vigil to approve Ordinance No. 21-2019 on first reading and set for public hearing on Wednesday, September 21, 2019 at 7:00 p.m. or as soon thereafter as the matter may be heard. The motion carried unanimously.

2. Parks and Recreation

- a. First Reading, Ordinance No. 20– 2019. An ordinance approving an intergovernmental agreement with the Alamosa National Wildlife Refuge to provide for the Parks Department to maintain the Toivo Malm Trail as it exists on the Alamosa National Wildlife Refuge.

Parks and Recreation Director Andy Rice presented information to Council.

Councilor Vigil moved, seconded by Councilor Daniel to approve Ordinance No. 20-2019 on first reading and set for public hearing on Wednesday, September 21, 2019 at 7:00 p.m. or as soon thereafter as the matter may be heard. The motion carried unanimously.

- b. Motion authorizing the purchase a new Parks and Cemetery mower not included in the CIP

Mr. Rice presented information to Council.

Councilor Vigil moved, seconded by Councilor Hensley to authorize staff to purchase a new Parks and Cemetery mower not included in the CIP. The motion

carried unanimously.

3. Fire

- a. Public Hearing and Second Reading, Ordinance No. 19-2019, An ordinance approving an intergovernmental agreement with the Colorado Department of Public Safety (Colorado State Patrol) to provide reverse 911 and IPAWS emergency alerts for the Alamosa Police Department and the Alamosa Fire Department

Fire Chief Don Chapman reviewed this ordinance with Council.

Mayor Coleman opened the public hearing at 7:21 p.m. and asked for those wishing to speak on this ordinance.

There being no one wishing to speak, the public hearing closed at 7:22 p.m.

Councilor Vigil moved, seconded by Councilor Broyles to finally adopt Ordinance No. 19-2019. The motion carried unanimously.

4. City Manager/Legal

- a. Adoption of the Downtown Design Plan

Heather Brooks presented overview information to Council.

Council thanked everyone for the participation in this project and the community for coming together for providing input in order for this plan to come together. This plan is a long-term goal and small steps can be taken towards putting it into place.

Councilor Daniel also reminded everyone that this plan is dedicated by the City to Daniel Vaughn, the City's planner, who passed away unexpectedly. The City appreciated the memory and work he put into this plan.

Heather Brooks also thanked DOLA for their participation on this plan as well.

Mayor Coleman opened the public hearing for comments 7:32 p.m.

Don Thompson spoke in regards to the downtown plan and his enthusiasm for it. He stated he is overly enthused for the Broadway bridge. And he also spoke in regards to a protected bike lane on main street that used in the plan but is no longer in there and hopes it could be added back into the plan. He also stated he is concerned for the wayfinding signs and people not being able to read those.

Rachel Baird of Alamosa County thanked City Council for allowing them for being part of his process and stated the success of the City of Alamosa is tied to Alamosa County and the entire San Luis Valley. She also thanked staff and Dan Vaughn for allowing her to be part of the process.

Kale Mortensen thanked City Council for the opportunity to look at this and wanted to make sure Council knew what the potential that this plan has for Alamosa. The plan, if implemented, he states it can really attract travelers into the town.

Delzia Worley thanked Council for taking the steps to get the group together and

put this plan out there. She stated what is exciting about this plan is that it can continue to be built on.

Kathy Woods thanked Council and staff for letting her be a part of this plan. She stated there are fun things brewing and this plan is going to help it grow.

The public comment hearing closed at 7:40 p.m.

Councilor Griego stated they were glad they went with MIG and that the plan came out great.

Councilor Griego moved, seconded by Councilor Hensley to adopt the downtown design plan. The motion carried unanimously.

D. Committee Reports

Councilor Daniel reported on the Homeless Coalition meeting she and Councilor Carson attended last week. She also reported on the Alamosa Housing Authority Board meeting she attended.

E. Staff Announcements

Heather Brooks reminded Council of the Art Festival festivities that are happening this upcoming weekend.

Andy Rice spoke in regards to a water update for the City's Independent ditch.

Heather Brooks also spoke in regards to the Rio Bravo project.

Counselor Schwiesow stated the city closed on lease holding on water for the augmentation plan that just happened this morning.

Greg Maggard updated Council regarding First Street - it is now open and it is probably going to come in under budget. He also gave an update for Stuart Ave.

Heather Brooks informed Council of the update regarding the Public Works Director.

COUNCIL COMMENT

None.

EXECUTIVE SESSIONS

1. Executive session pursuant to C.R.S. § 24-6-402(4)(e)(I) to determine positions, develop strategy, and instruct negotiators relating to: development agreement(s) for a hotel on the old Pink Elephant property.

Councilor Daniel moved, seconded by Councilor Vigil to move into Executive Session (8:01 p.m.) pursuant to C.R.S. § 24-6-402(4)(e)(I) to determine positions, develop strategy, and instruct negotiators relating to: development agreement(s) for a hotel on the old Pink Elephant property. The motion carried unanimously.

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

ADJOURNMENT

The meeting adjourned immediately after the executive session.

Holly C. Martinez, City Clerk

Ty Coleman, Mayor

**ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION**

Subject/Title:

Receive August 2019 Monthly Reports

ATTACHMENTS:

	Description	Type
	Monthly Reports	Cover Memo

COUNCIL COMMUNICATION

DATE: September 18, 2019	AGENDA NO.	SUBJECT: City Manager Monthly Report for August 2019
Department Head:		
City Manager: Heather Brooks		
PRESENTED BY: Heather Brooks		

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

August 2019 Report

- Employee BBQ
- Meetings regarding downtown hotel
- Weekly Leadership Team meetings
- LEAD meetings
- Monthly meeting with Councilor Griego
- Meeting regarding new regional animal clinic
- Budget meetings
- Lunch with Councilor Hensley
- 3rd Annual SLV Economic Summit
- Candidate Orientation Session
- National Night Out
- Bi-Weekly meeting with Public Information/Project Specialist
- Meeting with Troy Bernberg regarding debt refinancing options
- Global Leadership Summit
- Bi-Weekly meetings with Public Works Director
- Alamosa Streets Trust Fund presentations
- Visit from Castle Pines City Manager to tour City Hall
- Rec Board Meeting
- Lunch with Councilor Hensley
- Monthly meeting with Councilor Carson
- Bi-Weekly meetings with Police Chief
- Monthly meeting with Councilor Vigil
- Water Smarts Landscaping meeting
- Meeting with Golf Board members
- Bi-Weekly meeting with Mayor and City Clerk
- Monthly meeting with Councilor Broyles
- Art Committee Meeting
- SLV Housing Market Study meeting

- SLV Economic Summit Committee meeting
- Criminal Justice Coordinating Committee Meeting
- Meeting with Moody's to review benefit options
- Monthly Economic Development meeting
- Monthly La Puente board meeting
- Homeless Coalition meeting
- Public Budget Outreach meeting
- Interview for Planning/Development Specialist vacancy

COUNCIL COMMUNICATION

DATE: September 4, 2019	AGENDA NO.	SUBJECT: PR Specialist Monthly Report for August 2019
Department Head:		
City Manager: Heather Brooks		
PRESENTED BY: Heather Brooks		

August 2019 Report

- 10 Press Releases to Alamosa Valley Courier and Radio Stations
- 43 FB posts to 4,284 Followers with 48,080 reached
- 30 Tweets to 761 Followers with 7,119 impressions.
- Instagram: 10 posts; 275 followers
- Weekly Leadership Team meetings
- Bi-Weekly meeting with City Manager
- Budget meeting
- SLV PIO meeting
- Library board meeting
- Senior Center meeting
- Healthcare Sector Partnership meeting/record minutes
- Homeless Coalition/record minutes
- Art Committee Meeting
- ARTscape sculpture uninstall/installation planning
- Art Festival planning and advertising
- Alamosa Streets Fund outreach implementation
- Employee BBQ
- DOLA grant reporting: Downtown Plan

City of Alamosa

Monthly Activities Report

August 2019

Public Works Department

Streets: Continued with daily sweeping operations. Bladed all gravel roads. Hauled brush from Recycling Yard to pit. (2 days @ 10 hours each day) Pushed yard waste at pit with dozer. Performed routine maintenance to our equipment. Multiple sign repairs. Conducted road closure and traffic control for the Early Iron Parade. Patched 173 potholes. Worked piles at the 20th Street Yard. Continued Concrete Replacement Program. Trimmed trees blocking stop signs. Prepped open cuts for asphalt. Patched open cuts with hot mix. Attended Streets Trust Fund Presentation Sessions regarding Street Tax. Oversee Re-Construction of First Street Phase III. Painted centerlines. Painted street parking. Painted bike lanes. Painted bike lane emblems. Emptied sandbags. Uninstalled multiple art pieces from Downtown. Milled Stuart Avenue for sewer and water line replacements. Maintained irrigation water at Blanca Vista Ponds. Checked plugged inlets. Programmed school lights. Up fit AHS and OMS with new school light switched and reprogrammed. Built string holders for parking lot seal coating. Crack sealed the City Hall Parking lot. Closed City Hall Parking lot for seal coat project. Assisted Water Department with unloading truck at Craft Tower. Took cones and barricades to Splashland Triathlon. Moved dirt from Friends Park BMX Track.

Solid Waste: Commercial Waste Hauled totaled 314.93 T.; Residential Waste Hauled totaled 213.44 T. Medical Waste totaled 1.39. T Twenty seven special pick-ups were completed. Four 96 gal toters, one 64 gal toter and four yard waste toters were delivered. Six toters and seven dumpsters were repaired.

Recycling: A total of 85 bales of various materials were made. 97 bales were shipped. A total of 6 tons of glass was processed. Land fill savings totaled \$890.91. Four Yard Waste toters delivered.

Building Inspection: Sixteen building permits were issued for a total valuation of \$1,276.19. Building Permit fees totaled \$1,276.17 and construction use tax totaled \$2, 731.31. Plan review fees totaled \$1,500.00. A total of 34 various inspections were conducted. There were 2 certificate of occupancies issued. A total of one general contractor licenses and one limited contractor licenses were issued.

Water: Water pumped for municipal use totaled 88,941,000 gallons. Water treatment plant production totaled 83,940,412 gallons. There were 59 meter re-reads. Turn on/ turn offs and occupant changes totaled 27. Took Bac-T's for the State. Worked on flushing dead end water mains. Checked all storm lift stations. Worked on the First Street Project with Gardner Excavating. Had to repair a service line at 13th and Denver. Did upgrades to 6 meter pits and settlers. Installed new water service in the 1700 block of Edison Avenue. Gardner's extended 400 feet of new 6" water line at Victoria and Stuart Avenue so that they will be past the intersection work that he is doing on First Street. We have McGuire Iron here to recoat the inside of Craft Water Tower. It should be complete by the beginning of September.

Water Treatment Facility: Water produced= 83,940,412 gal. Average CL2= 1.30 mg/l Average Raw Arsenic= 29.6 ppb Average Finished Arsenic= 6.1 ppb (MCL=10ppb) Coagulant used (Ferric Chloride) = 2,138 gal. Sodium Hypochlorite Used (Chloride)= 2,524 gal. Average Recovery Ratio=91.7%

Wastewater: Total discharge for the month was 44.64 million gallons. Collected and sent out all routine monthly samples. Cleaned and inspected screen and press. Helped drain Craft Tower.

Clean and inspected clean press. (every Monday) Attended AWWA Action Now class. Cleaned UV /Effluent Channel. Cleaned both clarifiers. Mowed weeds around the facility.

Sewer: Seventy six sanitary sewers were inspected; 11 were unplugged. 18 were checked at customer's requests. 13 were cleaned and flushed. All lift stations were checked daily. Hauled off grit and cleaned splitter box at Waste Water Treatment Plant. Pulled pumps at West 7th Street, Trearment, Lift Station #2 at Golf Course, Wal-Mart, Riverwood and West 11th Street. Cleaned impellers of debris. Flushed dead end sewer lines. Cleaned Riverwood, Tremont and Monroe Lift Stations. Working on the HVAC System at the Waste Water Treatment Plant. We are having issues with temperature controls

East Alamosa: Water supplied to East Alamosa totaled 71,81,734 gallons. Fifteen sanitary sewers were checked for plugs, seven were unplugged. Cleaned out 6 manholes. Did re-reads for Sally. Pulled the pumps at Price, McKinney, McQuerry and Rodeo Lift Stations. Cleaned impellers of debris. Cleaned Rodeo, Price and McKinley Lift Station. Did locates for fiber install along highway 17 and McKinley along Highway 160 and Brush Lane. Installed new water service on Sunny Side Lane.

ALAMOSA

Incident Type Report (Summary)

Alarm Date Between {08/01/2019} And
{08/31/2019} and Station = "1"

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
113 Cooking fire, confined to container	1	4.55%	\$0	0.00%
151 Outside rubbish, trash or waste fire	1	4.55%	\$0	0.00%
	2	9.09%	\$0	0.00%
3 Rescue & Emergency Medical Service Incident				
322 Motor vehicle accident with injuries	1	4.55%	\$0	0.00%
	1	4.55%	\$0	0.00%
4 Hazardous Condition (No Fire)				
411 Gasoline or other flammable liquid spill	1	4.55%	\$0	0.00%
412 Gas leak (natural gas or LPG)	1	4.55%	\$0	0.00%
424 Carbon monoxide incident	1	4.55%	\$0	0.00%
441 Heat from short circuit (wiring), defective/worn	1	4.55%	\$0	0.00%
463 Vehicle accident, general cleanup	1	4.55%	\$0	0.00%
	5	22.73%	\$0	0.00%
5 Service Call				
531 Smoke or odor removal	1	4.55%	\$0	0.00%
552 Police matter	1	4.55%	\$0	0.00%
571 Cover assignment, standby, moveup	3	13.64%	\$0	0.00%
	5	22.73%	\$0	0.00%
6 Good Intent Call				
622 No Incident found on arrival at dispatch address	2	9.09%	\$0	0.00%
631 Authorized controlled burning	1	4.55%	\$0	0.00%
	3	13.64%	\$0	0.00%
7 False Alarm & False Call				
735 Alarm system sounded due to malfunction	1	4.55%	\$0	0.00%
745 Alarm system activation, no fire - unintentional	5	22.73%	\$0	0.00%
	6	27.27%	\$0	0.00%

Total Incident Count: 22

Total Est Loss: \$0

Alamosa Fire Department

Department Report for August 2019

The Alamosa Fire Department responded to 22 incidents within the City Limits and 10 incidents outside the City Limits. In addition to paged fire calls, Officers also responded to an additional 6 calls for assistance.

City Call Comparisons

Year	Monthly Comparison	Total City Calls Year to Date W/O Flights	Total Flights Year to Date	Total County Calls Year to Date
2019	22*	124	79	94
2018	40**	139	214	104

* Includes 3 Airport Flight Standbys ** includes 23 Airport Flight Standbys

Inspections:

9 Commercial Building inspections were performed

12 School/Daycare facility inspections were performed

Fire Prevention/Station Tours

The Department hosted two station tours

Training:

Firefighters logged a combined total 101 hours of in house training during the month.

COUNCIL COMMUNICATION

DATE September 5, 2019	AGENDA NO.C. 8. a	SUBJECT: IT Director Monthly Report for August 2019
Department Head: 		
City Manager:		
PRESENTED BY: James A. Belknap		

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

August 2019 Report

- In August, IT participated in a SWAT operation in Costilla County. The City owned UAS (drone) was used during the operation in coordination with Costilla County Sheriff's Department, Colorado State Patrol and the Alamosa Police Department. The Costilla County Sheriff's Department recognized the Alamosa IT Department for our help with their operations.
- IT investigated an issue where the Police Training Center lock was entering "lockdown" mode. IT identified an incorrectly programmed credential. The lock was reset. In the process, IT was able to remove credentials that were no longer being used.
- IT updated the Wyse Thinclient terminals in the library. Included on the update were patches and software updates. These computers are programmed to completely reset when a patron logs off. The process of updating the images on the server involved little to no down time for the service and overall increased functionality.

- IT installed a multifunction printer for the Fire Department.
- IT worked with a partner to conduct a PCI compliance audit. A few minor network configurations were made and the City ultimately passed the evaluation.
- When one of the City's internet providers experienced some issues, SIP dependent phones were temporarily unavailable. IT worked to restore functionality with minimal down time.
- IT worked with the Library to find a suitable replacement to the public use flatbed scanner. The scanner is used by patrons in the computer lab.
- As part of ITs initiative to increase network security, IT changed the way users connect to our wireless network. The business network now has a hidden SSID (network name). This prevents unauthorized users or malicious actors to identify the location and network details of City access points. This is now considered suggested practice and will likely become standard practice as IT security threats become more abundant.
- Also accomplished on this project, IT upgraded the firmware on all business network and public network access points.
- IT has received multiple tickets regarding issues printing to the Public Works Department Printer. IT identified an issue where Windows Web Services Device Drivers were replacing printing ports that had been manually configured. After disabling WSD driver support, the issue was resolved.
- IT worked with Tyler to setup and train users on the Tyler Notify system. This system sends notifications to utilities patrons if there is any trouble on their accounts (outages, past due bills, etc.). IT will work with Tyler to roll out this system to the City Courts as well (warrants, court dates, due payments, etc.).
- IT worked with Veeam to replace the licensing structure for the backup system used at the Water Treatment and Wastewater Treatment facilities.
- IT assisted the City Manager with the creation of a presentation video detailing the proposed City Streets Tax. The video is hosted on YouTube and is accessible from the City Website as well as Channel 191 (Spectrum Cable).
- IT worked with a SIPA vendor to review options for mobile payment processing. Ultimately, the decision was made to use Square Payment Services. With Square, the City is paying 2.75% as a service charge. This was within half a percent of the

State's vendor's option but with the ability to also accept EMV (chip) and NFC (contactless, Apple Pay, Samsung Pay, and Android Pay) payments.

- IT worked on an IP address change initiated by one of the City's main internet service providers. The address change required IT to contact many of the third party services the City utilizes to coordinate a simultaneous switch over. Considerable time was put into the system designed by CBI to transfer CAD files from their servers to our RMS server. Thanks to hard work and coordination between the agencies, a solution was designed and implemented.
- The phone of our City Shops Supervisor was damaged. IT worked with him to find a direct model replacement, transfer contacts and app settings along with emails. We were able to accomplish without any expense (used inventory phone).
- IT worked with Tyler to identify and implement exclusions to our antivirus software to increase stability and resolve the slow rollout issues with Tyler updates.
- Patched all City owned computers to the latest patch and vulnerability fixes from Microsoft. This monthly patching helps protect our computers from malicious software, resolve general windows issues/bugs, and provide access to new windows features.

In Monte Vista, we performed the following items:

- IT attended the National Night Out event and provided an audio system for the festivities. A fly over with the UAS (drone) was also performed.
- IT worked on a complete rebuild of the City's phone system that included all new programming, a new auto-attended design and options tree. Voicemail was configured to forward to user's email. The rebuild of the phone system was an opportunity to resolve many problems with the previous system.
- IT deployed two conference phones to the Admin Conference Room and the Police Conference Room.
- IT coordinated with the Public Works Director for training on the Surface Pro device.
- IT worked with Caselle to restore the Caselle WebConnect service. This service

allows users to access some Caselle features over the internet.

- IT secured and separated the Monte Vista Public WiFi network from the business network. Traffic for the public now communicates via a separate circuit provided by REC/Ciello. This was completed without end users needing to reconfigure.
- IT has been investigating some network issues. In August, IT updated the configuration on the main switch and restarted the stack. The diagnostic information given from this exercise is vital to troubleshooting and the reset itself will clear any state dependent errors.
- IT worked with the Finance Department to install a check verification machine at the main window for payment processing.
- Patched all City owned computers to the latest patch and vulnerability fixes from Microsoft. This monthly patching helps protect our computers from malicious software, resolve general windows issues/bugs, and provide access to new windows features.

City of Alamosa: !MONTHLY TICKET REPORT

All Tickets Last Month (67 items)

Generated on Sep 06, 2019 @ 04:09 pm

Create Date	Ticket #	Summary	Close Date
08-01-2019 @ 01:19 pm	6792	Scanner install	08-07-2019 @ 03:46 pm
08-02-2019 @ 08:55 am	6793	Update Ward Map Online	08-05-2019 @ 09:19 am
08-05-2019 @ 09:35 am	6794	Exiting Employees	08-06-2019 @ 08:00 am
08-05-2019 @ 11:04 am	6795	Station 1 Printer	08-07-2019 @ 03:47 pm
08-05-2019 @ 12:28 pm	6796	Channel 10	08-06-2019 @ 08:02 am
08-05-2019 @ 02:04 pm	6797	Dash cam will not turn off	08-27-2019 @ 02:34 pm
08-05-2019 @ 03:25 pm	6798	Table for Canon scanner in public computer lab	08-07-2019 @ 03:46 pm
08-06-2019 @ 08:25 am	6799	Automatic reply Re: Mitel voice message from ALAMOS,CO , +17195802639 for mailbo...	08-06-2019 @ 09:30 am
08-06-2019 @ 06:53 pm	6800	RPM computer tickets for patron computers	08-08-2019 @ 08:58 am
08-07-2019 @ 10:22 am	6801	Returning Employee	08-09-2019 @ 02:25 pm
08-07-2019 @ 04:24 pm	6802	Ward Map	08-07-2019 @ 05:55 pm
08-08-2019 @ 10:29 am	6803	Intranet Front Page	08-08-2019 @ 03:48 pm
08-08-2019 @ 04:14 pm	6804	Streets Question and Comment Section	08-09-2019 @ 09:08 am
08-09-2019 @ 11:02 am	6805	in car camera not working properly	08-27-2019 @ 02:34 pm
08-09-2019 @ 02:06 pm	6806	Evaluate Raceclock	08-12-2019 @ 11:05 am
08-12-2019 @ 08:27 am	6807	Projector	08-12-2019 @ 02:38 pm
08-12-2019 @ 08:27 am	6808	calendar education	08-16-2019 @ 02:59 pm
08-12-2019 @ 04:11 pm	6809	Channel 191	08-12-2019 @ 04:16 pm
08-12-2019 @ 04:48 pm	6810	Add Candidate Orientation packet to website	08-12-2019 @ 04:58 pm
08-13-2019 @ 09:16 am	6811	Exiting Employee	08-13-2019 @ 09:34 am
08-13-2019 @ 10:42 am	6812	Check sound system in council chambers	08-14-2019 @ 10:16 am
08-13-2019 @ 10:45 am	6813	Service Tags	08-27-2019 @ 09:15 am
08-13-2019 @ 11:45 am	6814	TSJC Key FOBs	08-13-2019 @ 02:50 pm

City of Alamosa: !MONTHLY TICKET REPORT

All Tickets Last Month (67 items)

Generated on Sep 06, 2019 @ 04:09 pm

Create Date	Ticket #	Summary	Close Date
08-13-2019 @ 02:30 pm	6815	Help with Macro	08-13-2019 @ 02:50 pm
08-13-2019 @ 04:03 pm	6816	Google Earth Repair Install	08-14-2019 @ 11:30 am
08-13-2019 @ 05:01 pm	6817	Scan folder in Prosecutor Drive	08-14-2019 @ 11:31 am
08-13-2019 @ 10:51 pm	6818	inboard camera unit 16 Officer Dominguez	08-27-2019 @ 02:36 pm
08-14-2019 @ 09:26 am	6819	Website help	08-14-2019 @ 02:02 pm
08-14-2019 @ 03:51 pm	6820	Adobe PDF	
08-14-2019 @ 04:06 pm	6821	Broken mouse	08-14-2019 @ 04:34 pm
08-15-2019 @ 09:35 am	6822	Vehicle Dash Cam	08-15-2019 @ 10:31 am
08-15-2019 @ 09:59 am	6823	Maintenance-spice works	08-15-2019 @ 10:05 am
08-16-2019 @ 09:24 am	6824	oops I did it again	08-16-2019 @ 11:08 am
08-16-2019 @ 10:46 am	6825	Exiting Employee	08-16-2019 @ 02:58 pm
08-16-2019 @ 10:51 am	6826	Channel 191	08-16-2019 @ 11:12 am
08-16-2019 @ 11:09 am	6827	Disable Jimmy Trujillo Credentials	08-16-2019 @ 02:57 pm
08-16-2019 @ 02:19 pm	6828	Delivery Status Notification (Failure)	08-16-2019 @ 02:58 pm
08-16-2019 @ 02:39 pm	6829	Health Insurance RFP	08-19-2019 @ 10:08 am
08-16-2019 @ 05:17 pm	6830	Well house cameras	08-19-2019 @ 10:17 am
08-18-2019 @ 08:16 am	6831	MVR login	08-19-2019 @ 10:17 am
08-19-2019 @ 10:44 am	6832	Open Enrollment	08-21-2019 @ 08:10 am
08-19-2019 @ 01:00 pm	6833	Cannot sign onto google chrome since password change.	08-19-2019 @ 03:43 pm
08-19-2019 @ 01:15 pm	6834	computer #7 not booting up properly	08-19-2019 @ 03:44 pm
08-19-2019 @ 01:18 pm	6835	New Employee	08-20-2019 @ 11:37 am
08-19-2019 @ 02:31 pm	6836	H Drive Missing	08-20-2019 @ 08:06 am
08-19-2019 @ 04:49 pm	6837	Mobile Food Vendor Application	08-20-2019 @ 09:37 am

City of Alamosa: !MONTHLY TICKET REPORT

All Tickets Last Month (67 items)

Generated on Sep 06, 2019 @ 04:09 pm

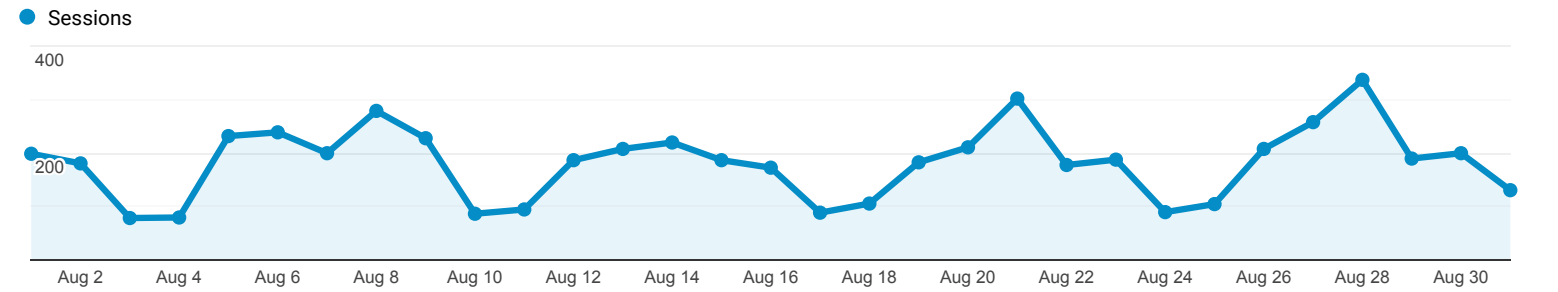
Create Date	Ticket #	Summary	Close Date
08-20-2019 @ 09:39 am	6838	Name Change	08-20-2019 @ 11:41 am
08-20-2019 @ 10:54 am	6839	DNS change	08-20-2019 @ 11:35 am
08-20-2019 @ 04:14 pm	6840	Self checkout computer	08-21-2019 @ 11:12 am
08-21-2019 @ 09:54 am	6841	Delivery Status Notification (Failure)	08-21-2019 @ 10:36 am
08-21-2019 @ 10:39 am	6842	Channel 191 Arts Festival	08-21-2019 @ 01:22 pm
08-21-2019 @ 11:46 am	6843	Library card catalog computer in tower area	08-21-2019 @ 03:24 pm
08-22-2019 @ 08:33 am	6844	grove	08-22-2019 @ 08:37 am
08-22-2019 @ 01:17 pm	6845	Heading Under Finance Page W-9	08-22-2019 @ 02:06 pm
08-22-2019 @ 03:52 pm	6846	Notifications for Andy	08-28-2019 @ 03:24 pm
08-23-2019 @ 08:39 am	6847	Secure Volunteer	08-23-2019 @ 10:26 am
08-23-2019 @ 09:26 am	6848	Channel 191	08-26-2019 @ 10:20 am
08-23-2019 @ 03:39 pm	6849	Online Employment Application	09-03-2019 @ 10:29 am
08-23-2019 @ 08:09 pm	6850	WWTP needs	08-27-2019 @ 09:09 am
08-24-2019 @ 12:08 pm	6851	Please unsubscribe me from updates	08-26-2019 @ 10:18 am
08-26-2019 @ 12:44 pm	6852	□Network Maintenance	09-03-2019 @ 04:00 pm
08-26-2019 @ 04:15 pm	6853	Background Check Authorization Form	09-04-2019 @ 09:33 am
08-27-2019 @ 09:09 am	6854	Automatic reply Re: Mitel voice message from ALAMOSA,CO , +17195882553 for mailbo...	08-27-2019 @ 09:15 am
08-27-2019 @ 09:28 am	6855	Kid's computer mouse	08-29-2019 @ 09:11 am
08-28-2019 @ 07:29 pm	6856	Monte MDT	
08-28-2019 @ 07:29 pm	6857	MDT for Nick Smith	09-04-2019 @ 03:20 pm
08-29-2019 @ 11:42 am	6858	Restoring folder	08-30-2019 @ 12:55 pm

Audience Overview

 All Users
100.00% Sessions

Aug 1, 2019 - Aug 31, 2019

Overview



Sessions

5,650



Users

3,967



Pageviews

12,875



Pages / Session

2.28



Avg. Session Duration

00:01:44



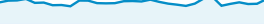
Bounce Rate

50.32%

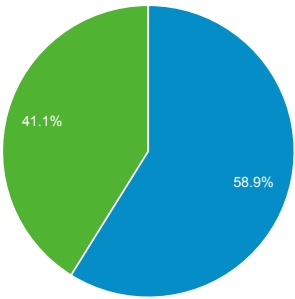


% New Sessions

58.87%



New Visitor Returning Visitor



Language	Sessions	% Sessions
1. en-us	5,488	97.13%
2. fr-fr	74	1.31%
3. en-gb	22	0.39%
4. de-de	8	0.14%
5. ko	6	0.11%
6. zh-cn	6	0.11%
7. (not set)	4	0.07%
8. de	4	0.07%
9. es-us	4	0.07%
10. en-ca	3	0.05%

**City Clerk/Municipal Court
Monthly Report**

August 2019

Prepared and distributed 11 birthday cards.

LIQUOR:

- Liquor License Renewals and Inspections:
 - Knights of Columbus
 - Rubi Slipper
 - City Market
 - Bank Shot
 - Chief Liquor
 - Terry's Liquor
 - Calvillo's
- Special Events Permits:
 - Alamosa County Chamber of Commerce
 - Early Iron
- Transfer of Ownership Licenses:
 - Woody's Q Shack back to Cattails
 - Tempura House to new owners
- New Licenses:
 - Woody's Q Shack at downtown location

ELECTIONS:

- Held Council Candidate Orientation Session with City Manager and City Attorney

COURT:

- Attended CAMCA Board Meeting
- Tyler Notify training (determined at the end it was only for Finance's portion)
- Court held 4x

SECURITY SERVICES:

- Renewal for Southern Valley K9

OTHER:

- Attended bi-weekly meetings with Mayor and City Manager.
- Attended weekly Leadership Team meetings.
- Attended Regular Council meetings.
- Attended Work Sessions.
- Attended Employee BBQ.
- Monthly meeting with Councilor Daniel.
- Monthly meeting with Councilor Broyles.



Filed Or Closed Cases Listing

CITY OF ALAMOSA

9/9/2019 2:44:04 PM

Totals For Filed Date From 08/01/2019 To 08/31/2019

Posted Fee Totals For Transaction Date From 08/01/2019 To 08/31/2019

Violations By Filed Date

CITY ORDINANCE	30
PARKING	8
TRAFFIC	41
Total Violations Filed:	79

Violations Completed-Paid Fines By Filed Date

CL-DOCKET CLOSED

CITY ORDINANCE	5
PARKING	1
TRAFFIC	48
CL	54
Total Violations Completed-Paid Fines:	54

Violations Completed-Before Judge By Filed Date

CL-DOCKET CLOSED

CITY ORDINANCE	7
TRAFFIC	1
CL	8

DD-DISMISSED AFTER DEFERRED

CITY ORDINANCE	2
PARKING	1
DD	3
Total Violations Completed-Before Judge:	11



Filed Or Closed Cases Listing

CITY OF ALAMOSA

9/9/2019 2:44:04 PM

Totals For Filed Date From 08/01/2019 To 08/31/2019

Posted Fee Totals For Transaction Date From 08/01/2019 To 08/31/2019

Violations Completed-Other By Filed Date

DD-DISMISSED AFTER DEFERRED

CITY ORDINANCE	1	
TRAFFIC	5	
DD		6

DI-DISMISSED/PRESENTED INSURANCE

TRAFFIC	1	
DI		1

DV-DIVERSION VOID

CITY ORDINANCE	7	
DV		7

Total Violations Completed-Paid Fines:	14	
--	----	--

Total Violations Completed-Paid Fines:	54
Total Violations Completed-Before Judge:	11
Total Violations Completed-Before Jury:	0
Total Violations Completed-Before Teen Court:	0
Total Violations Completed-Other:	14
Total Violations Completed:	79
Total Violations Filed:	79
Net Difference Filed - Completed:	0

Warrants Issued

CITY ORDINANCE	30	
Total Warrants Issued:	30	Total Violations: 30



Filed Or Closed Cases Listing

CITY OF ALAMOSA

9/9/2019 2:44:04 PM

Totals For Filed Date From 08/01/2019 To 08/31/2019

Posted Fee Totals For Transaction Date From 08/01/2019 To 08/31/2019

Warrants Cleared

CITY ORDINANCE	24	
TRAFFIC	1	
Total Warrants Cleared:	25	Total Violations: 25
Total Warrants Issued:	30	
Total Warrants Cleared:	25	
Net Difference:	5	

Violations Completed-Other Paid By Filed Date

BH-BOND HEARING

CITY ORDINANCE	1	
BH		1

CD-COMPLETION DATE FOR SCHOOLS

TRAFFIC	1	
CD		1

CL-DOCKET CLOSED

CITY ORDINANCE	4	
TRAFFIC	1	
CL		5

CR-CLERK REVIEW

CITY ORDINANCE	1	
CR		1

CS-COMMUNITY SERVICE HOURS



Filed Or Closed Cases Listing

CITY OF ALAMOSA

9/9/2019 2:44:04 PM

Totals For Filed Date From 08/01/2019 To 08/31/2019

Posted Fee Totals For Transaction Date From 08/01/2019 To 08/31/2019

Violations Completed-Other Paid By Filed Date

CITY ORDINANCE	2	
----------------	---	--

CS		2
----	--	---

DP-DISMISSED BY PROSECUTOR

CITY ORDINANCE	1	
----------------	---	--

DP		1
----	--	---

IA-INITIAL APPEARANCE

CITY ORDINANCE	2	
----------------	---	--

TRAFFIC	1	
---------	---	--

IA		3
----	--	---

JL-JAIL

CITY ORDINANCE	4	
----------------	---	--

JL		4
----	--	---

OD-ORDINANCE DEFERRAL

CITY ORDINANCE	3	
----------------	---	--

OD		3
----	--	---

OJ-OJW - OUTSTANDING JUDGMENT

TRAFFIC	1	
---------	---	--

OJ		1
----	--	---

PP-PAYMENT PLAN

CITY ORDINANCE	4	
----------------	---	--

TRAFFIC	10	
---------	----	--

PP		14
----	--	----

SN-SENTENCING HEARING



Filed Or Closed Cases Listing

CITY OF ALAMOSA

9/9/2019 2:44:04 PM

Totals For Filed Date From 08/01/2019 To 08/31/2019

Posted Fee Totals For Transaction Date From 08/01/2019 To 08/31/2019

Violations Completed-Other Paid By Filed Date

CITY ORDINANCE	2
----------------	---

SN	2
----	---

ST-STATUS HEARING

CITY ORDINANCE	25
----------------	----

TRAFFIC	2
---------	---

ST	27
----	----

WI-WARRANT ISSUED

CITY ORDINANCE	2
----------------	---

WI	2
----	---

Total Violations Completed-Other Paid:	67
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Filed Or Closed Cases Listing

CITY OF ALAMOSA

9/9/2019 2:44:04 PM

Posted Fee Totals For Transaction Date From 08/01/2019 To 08/31/2019

Fee Code	Fee Description	Paid
		\$0.00
BF	BOND FORFEITURE	\$30.00
CCOST	COURT COSTS	\$585.00
DEFER	DEFERRED FEE	\$25.00
DFLT	DFLT JUDGMENT	\$30.00
FINE	Fine	\$8,701.00
LATE	LATE FEE	\$150.00
OJW	OUTSTANDING JUDGMENT WAR	\$120.00
PD SUR	PD SURCHARGE	\$1,150.00
REST	RESTITUTION	\$255.76
TP	SERVICE CHARGE	\$215.00
VA	VICTIMS ASSISTANCE	\$197.00
WF	WARRANT FEE	\$178.00

Report Totals:	\$11,636.76
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Portfolio Dashboard

From 1/1/2018 to 8/31/2019

Portfolio	Placement Date	Principal	Active Principal	Total Collected	Current	Avg Balance	Avg Payment	Avg Payment Count	Total Accts In Portfolio
YAZ-AD-CITY OF ALAMOSA	12/1/2018	\$131,165.92	\$75,195.00	\$2,463.35	3.28%	\$336.32	\$63.16	0	390

Portfolio Liquidation by Collector

YAZ-AD-CITY OF ALAMOSA

From 1/1/2018 to 8/31/2019

Collector	Accounts Per Collector	Active Principal	Current Month	Next Month	Total Payments	Liq %
Seth Downs	96	\$33,039.34	\$0.00	\$0.00	\$0.00	0.00%
Bushwood	26	\$10,994.07	\$0.00	\$0.00	\$233.30	2.12%
BC Services	13	\$6,455.59	\$0.00	\$0.00	\$197.03	3.05%
HS Financial	22	\$14,127.00	\$0.00	\$0.00	\$780.44	5.52%
RSI Enterprises	20	\$10,579.00	\$0.00	\$0.00	\$589.30	5.57%
Sub Total:	177	\$75,195.00	\$0.00	\$0.00	\$1,800.07	2.39%

HUMAN RESOURCES MONTHLY REPORT

August 2019

New Employees:

Rachel Blevins	Student Intern	Recreation
Errol Coleman	Cashier/CSR	Recreation
Danielle Copley	Sports Official	Recreation
Brandon Lovato	Sports Official	Recreation
Kolton Hillis	Seasonal Maintenance	Streets

Exiting Employees:

Craig Rogers	W/WW Tech/Firefighter	Public Works/Fire
Jimmy Trujillo	Custodian	Public Works
Jonatan Garcia	Seasonal Parks	Parks
Clint Kesson	Seasonal Parks	Parks
Aidan Hall	Seasonal Parks	Parks
Gavin Davy	Seasonal Parks	Parks
Brendon Madril	Seasonal Parks	Parks

Workers Compensation:

New filings: 0



Alamosa Police Department

August 2019 Month End Report

Part 1 Crime Category	Jun-19	Jul-19	Aug-19	Aug-18	Raw # Change	Year to Date
Part 1 Violent Crimes						
Homicide	0	0	0	0	0	0
Sexual Assaults	4	2	3	1	2	20
Robbery	0	0	0	1	-1	3
Aggravated Assault	4	4	4	1	3	20
Total Violent Crimes	8	6	7	3	4	43
Part 1 Property Crimes						
Burglary	9	14	6	4	2	51
Larceny	43	49	31	55	-24	300
Vehicle Theft	3	1	2	3	-1	24
Total Property Crimes	55	64	39	62	-23	375
Total Part 1 Crimes	63	70	46	65	-19	418
Miscellaneous Offenses						
Domestic Violence	11	7	8	8	0	68
Simple Assault	5	8	3	3	0	39
Drug Related	10	11	13	12	1	67
Liquor Laws	3	0	7	2	5	16
Harassment	13	5	13	8	5	71
DUI/DWAI/DUID	7	1	8	9	-1	36
Arson	0	1	1	0	1	2
Traffic Related						
Traffic Accidents	36	31	43	42	1	282
Fatal	0	0	0	0	0	0
Injury	4	5	4	9	-5	30
Property Damage	32	26	39	33	6	252
Community Service Ofc						
Dogs picked up	16	7	10	6	4	103
Animal Bites	2	6	1	0	1	27
Barking Dog Complaints	1	2	2	1	1	7
Wildlife Calls	3	25	18	6	12	66
Weed/Trash Removal	141	75	75	36	39	449
Snow Removal	0	0	0	0	0	79
Towed Vehicles	2	1	1	1	0	15
Red Tagged Vehicles	2	8	4	4	0	86
Summons Issued	6	15	16	2	14	225
Calls for Service	210	239	197	101	96	1633

Submitted by: Ken Anderson, Chief of Police



CREATING COMMUNITY THROUGH PEOPLE, PARKS, AND PROGRAMS

PARKS/CEMETERY

- **Cemetery Activities**

	<u>August</u>	<u>Total 2019</u>	<u>Total 2018</u>
Graves opened & closed	5	43	36
Graves set up services	5	43	36
Graves raised to grade	2	33	89
Cemetery single spaces sold	13	22	36
Stones leveled	5	22	133
Columbarium Niches sold	0	0	0
Disinterment	0	0	0

- **Tree Related Activities**

	<u>August</u>	<u>Total 2019</u>	<u>Total 2018</u>
Trees Pruned/Trimmed	35	162	176
Tress Planted	0	44	29
Trees Removed	0	15	20
Trees Moved	0	0	0

- **Park Activities**

Worked accomplished:

- Parks
 - Weekly check and maintenance of play equipment; get playground log up to date
 - Daily trash pickup of parks, cemetery, and ranch
 - Repair split rail fences
 - Park permits
 - Clean out BBQs and wash pavilions
 - Mow disc golf entrance
 - Blow off tennis courts, playground tiles, and basketball courts
 - Trim weeds at Sunset and Lee Field
 - Mow Fairgrounds and parks
 - Cut down trees on inside of river dike at Cole Park
 - Replace basketball nets in parks
- Other
 - Funerals and grave digging, locates for public and stone setters, raise graves and level head stones, and work on cemetery records
 - Cemetery computer work for website
 - New benches at the cemetery
 - Scout project for new trees at the cemetery; mulch and felt
 - Mow cemetery field
 - Raise and lower flags
 - Banners
 - Stage set ups for events
 - Haul poly carts for events
 - Spray weeds in the parks cemetery, ranch, and city owned properties
 - Water and upkeep of flower beds

- Set up stages for special events
- Trim trees in the parks and cemetery
- Trim trees for stop signs in town
- Remove weeds on medians
- Set up tent for events
- Fix broken sprinklers
- Set up for Beat the Heat, SLV Pride, Early Iron, and Mud Run
- Mow Hwy 160 and South Craft
- Trench south state street for irrigation
- Install drip line and wiring and clock to south state
- Finish south state project with plantings and gravel
- Took out goals and filled in ruts at the Boys and Girls Club
- Set up fencing
- Set up Flags
- Dug out pits and mowed river dikes
- Maintenance on stage
- Spray and trim 6th Street
- Worked on Blanca Vista Path
- Equipment Service
 - Hustler mower
 - 2 Walker mowers
 - John Deere parks mower
 - John Deere weed mower
 - Toro mower
 - Back hoe
 - John Deere and Schultzy mower
 - 870 John Deere
 - Water truck

Summer Activities Guide

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

SPORTS & ACTIVITIES

Outdoor Recreation Activities

- **Adventure Club:** OMS and AHS students, more Adventure Club activities are in the works. Contact Outdoor Recreation Specialist, John Reesor, at 937-9025 or jreesor@ci.alamosa.co.us for more info.
- **Alamosa Trail System:** Summer is a great time to explore our new trails, go to www.alamosarec.org to view the trail map and get out there!

Youth Sports & Activities

- **Youth Fall Soccer:** Come out and learn the fundamentals, skills, and rules of soccer. Games will be held on Saturdays and possibly some weekdays at Carroll Park Soccer Complex starting August 24th. Though the deadline has passed, there are a few spots available with a fee of \$25/player; new uniforms are \$12 each.
- **Youth Flag Football:** This program will be a clinic style instructional program for kids in grades 2nd-6th, teaching the fundamental skills and rules of football in a NON-contact setting. Kids will be divided by age/ability level in practices. Any games conducted will be informal scrimmages. Program schedule will run on weekday evenings (Mon/Wed) in August and September.
- **Youth Basketball:** Registration will be open August 1st –September 30th for kids in 1st-6th grade for a fee of \$20/player. Games are set from October 26th-December 14th on Saturdays & some weekdays.
- **Youth Ice Hockey:** Registration is open August 1st through December 2nd for ages 5-13. There is a \$45/player fee as well as a \$25/player equipment deposit. The equipment fitting will be divided this year by

division: Mites (5-7)-Dec. 2nd @ 5:30pm, Squirts (8-10)-Dec. 3rd @ 5:30pm, and Pee wee (11-13)-Dec. 3rd @ 6:30pm. Practices will start after the fitting and games will be played from January 11th-February 22nd on Saturdays and some weekdays.

- **Youth Volleyball:** Registration is open August 1st-January 20th for boys and girls in 2nd-6th grade for a fee of \$20/player. Games are set from February 22nd-April 11th, 2020 on Saturdays and some weekdays.

Adult Sports & Activities

- **Women's Basketball:** Games have begun and are scheduled through early November.
- **Men's Basketball:** Team registration will be from September 18th-October 21st. Team fees have not been determined yet, but players can sign up after September 18th for \$30/player. The Captains' meeting will also take place on September 18th at 5:30pm.
- **Adult Oil Painting:** Cost is \$90 for an entire session or the drop-in rate is \$15/class. Go to our website for updated session dates.
- **Ceramics:** Learn handbuilding techniques to create sculptures or creative dishware inspired by natural forms, design, or anything from your imagination. You can experiment with handbuilding, coiling, rolling, stamping, relief, texture, shape, form and temporary amateur. Create unique works of art, cups, plates bowls... Or make unique gifts for friends for the holidays!
- **Mindful Monday Yoga:** Come check out a new fitness class at the AFRC! This class is suitable for all levels, encourages a mindful slow flow, and aims to help you set an intention for your week. Come move, stretch, rest, and renew on Monday evenings. Class is led by Brittany Schoer (RYT). FREE to AFRC members or \$4/non-members.
- **Open Pickleball:** Pickleball is a paddle sport created for all ages and skill levels. The rules are simple and the game is easy for beginners to learn; however, play can develop into a quick, fast-paced, competitive game for experienced players. The sport combines many elements of tennis, badminton and ping-pong. Games are played in the Multi-Use Pavilion/Ice Rink; Tuesdays 7am-11am, Wednesdays and Thursdays 5:15pm-8:15pm, Fridays 7am-11am, and Sundays 12:30pm-3:30pm. Balls and nets are provided; paddles are available for checkout.

RECREATION CENTER HOURS

May 1-October 31

Monday – Thursday: 6am – 9pm

Friday: 6am – 6pm

Saturday: 7am – 3pm

Sunday: CLOSED

MULTI-USE PAVILION/ICE RINK

Roller Rink Hours:

Friday: 4pm-8pm

Saturday: 4pm-8pm

Sunday: 4pm-8pm

Rec Center Revenue

	Year to date	
	2018	2019
Courses	\$87,661.00	\$81,416.00
Facility Rentals	\$14,786.98	\$19,464.96
Membership	\$43,980.44	\$44,592.92
Merchandise	\$77,422.13	\$71,256.85
Total	\$223,850.55	\$216,730.73

Rec Center Door Count

January 2019	19,755
February 2019	20,272
March 2019	23,314
April 2019	19,780
May 2019	13,294
June 2019	15,899
July 2019	21,818
August 2019	13,145

Average per Month: 18,409

January 2018	36,068
February 2018	22,859
March 2018	21,848
April 2018	17,721
May 2018	15,810
June 2018	32,845
July 2018	15,958
August 2018	13,109
September 2018	13,925
October 2018	24,509
November 2018	22,792
December 2018	<u>22,038</u>

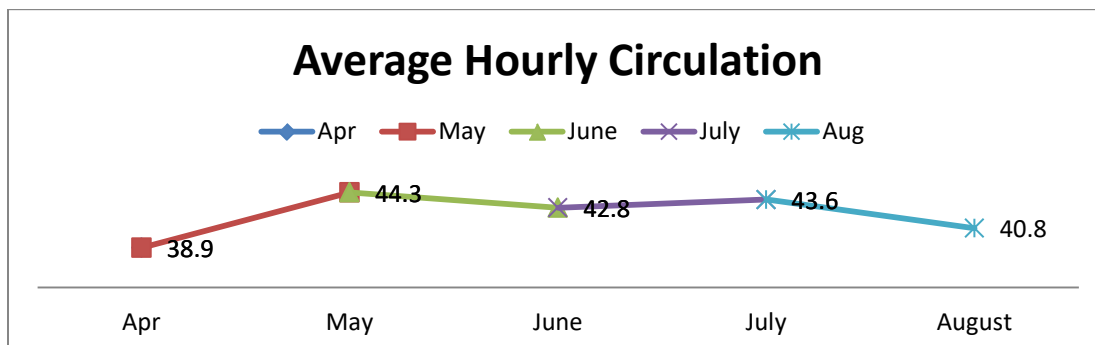
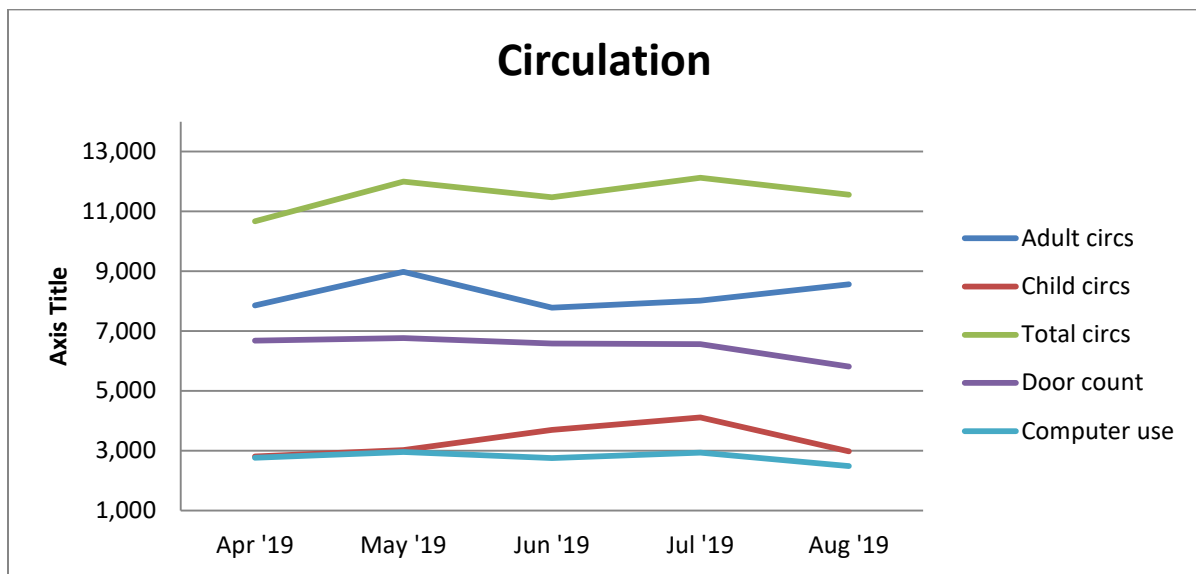
Average per Month: 21,623

Library Manager Report –August 2019

Library Stats

Website Counter					
	August	July	June	May	April
Page views	2,341	2,374	2,501	2,588	2,112
Sessions	1,021	998	1,030	1,093	949
1 st Time Visitors	551	503	520	602	494
Returning Visitors	119	110	136	124	125

MONTHLY STATISTICS SUMMARY					
	August	July	June	May	April
Adult Circs	8,567	8,018	7,778	8,945	7,857
Child Circs	2,986	4,111	3,694	3,021	2,810
Total Circs	11,553	12,129	11,472	11,966	10,667
Hours Open	283	278	268	271	274
Circs per hour	40.8	43.6	42.8	44.3	38.9
CLC Circs	1,936	2,117	2,038	1,724	1,824
Door Count	5,812	6,564	6,580	6,767	6,679
Computer Use	2,493	2,937	2,757	2,956	2,770
Aspen e-books	227	243	250	165	174



Collection Development:

August: Staff added 363 new materials to the library collection: 251 books, 47 magazines, 26 audiobooks and 39 DVDs. This process includes purchasing, cataloging, and material processing. 224 items were discarded.

Staff announcements.

August: Volunteers: We had a total of 98.5 volunteer hours this month. Patty Campbell and Leroy Espinoza, our faithful volunteers, worked 18 hours in the staff room doing miscellaneous jobs. Our SER National (Service, Employment, Redevelopment) Senior Trainee worked 80.5 hours.

New Backpack - Alamosa Trails

Jaymie Coffman: For August, I did the entire Alamosa Trails Backpack from the inventory lists, to getting



materials together and finding resources for the community :)

Computer Classes: On August 15, Judith Boyd hosted her second **computer class**, ‘Microsoft Word for Beginners’. “A total of eight patrons attended the class, which was well-received, and there is interest for more computer classes in the future. A sign language interpreter from the Colorado Commission on Deaf and Hard of Hearing was also present to provide interpreting services for one class attendee who is deaf.”

Doll house – a community member donated a dollhouse to the library. Staff has refurbished it and we are creating a new Kit for children’s checkouts. The Kit will contain furniture and 2 families. We have had a Kit of toy cars since May of 2017 that has been checked out 164 times. We believe this Dollhouse Kit will be another popular checkout.

Cathy Zverev says “I took the dollhouse home and took it apart, cleaned it, and reassembled it with added glue for durability. I remade parts of the windows that were missing. I covered the badly scuffed floors with contact paper.

Judith and I collaborated on what the best way to fix up the siding of the dollhouse. We settled on using printed paper adhered with Modge Podge. Shout out to Judith for making the graphic designs for the siding and the amazing work that she did for this dollhouse. We painted the roof and applied the siding. We added some vines on the sides”

Judith Boyd: “Cathy and I both worked together to refurbish a patron-donated dollhouse for the kids area. Cathy took the dollhouse home to repair and reinforce it and once it was returned, Cathy, Holly and I decided on a color scheme. Working primarily in Google Slides, I designed new sidings, roof accents and foundation trims, then printed them out on 11x17 paper. Cathy and I both sanded the outside of the dollhouse and repainted the roof, windows, front door and steps. We then applied the new siding to the dollhouse with Modge Podge and painted vines over top of it to give it more character. I made flower boxes out of Popsicle sticks, painted them and glued them to the 2nd floor windows with rubber cement and pasted small flowers in them as well. Next, we plan to sand and paint the coffee table that the dollhouse will be fastened to and after the dollhouse furniture and dolls are cataloged, the dollhouse will be ready to install in the kids area.”

BEFORE:



AFTER



Grownup Book club kit – Dee Wells: “I was allowed to put together a story-time box for grown-ups! There are no toys or games in this box, but patrons will find several books -- fiction and nonfiction of varying lengths and across all reading proficiencies -- and a music CD. This box has a theme, just like the kids' story-time boxes do. But, instead of 'Counting' or 'On the Farm' the theme for this box is "I Don't Even Know Who I Am Anymore!" If you are in the middle of teen angst, suffering from unemployed-recent-college-grad ennui or a mid-life crisis, or are just recovering from a bad break up or bad decision, the books in this box can help you think honestly about what you can learn from your past and how you can rebuild yourself from here.”



Dungeons & Dragons Kit:

Cathy Zverez – “I have worked on the Dungeons and Dragons Kit. I researched what was needed for playing the game. I contacted longtime players of the game to get ideas on what we should purchase for the kit.

During my research I spoke to some community members who are excited to see the library getting this kit together.”

Blue Spruce Display – Jaymie Coffman: I did the Blue Spruce display for the YA section, which sets all the books nominated aside so teens have the option to read them, and vote as they please :) Making them aware of the award is also very cool, since they have the opportunity to vote for the ones that are nominated next year as well!

I attached some pictures as well of them, I had so much fun!”



Rose Strand, **Cataloging Department**: “The summer's been busy for Cataloging. In addition to the usual monthly book orders, we got a ton of books donated to us by the *Grow Your Library* program. Also, thanks to the hard work at the book sales by the *Friends of the Library*, with those proceeds we were able to purchase more books and so, more cataloging. Last, but certainly not least, with *State Grant* monies, even more books. Plus, a twist on and a challenge for Cataloging was the *Check Out Colorado State Parks backpack along with the Alamosa Trails and Bird Watching backpacks!* And, throw in some inventory. The summer flew by. Whew!”

Melissa shared **An APPLAUSE to Staff from one of our patrons:**

“Thanks so much for the extra effort. **You all are the best!**”

Debi Tringham BSN RN

Director of Clinical Operations

Valley Wide Health Systems

Back-to-School Special Program: Holly Van Hoy – “... this year I decided to host a Back-to-School Event before the preschool and elementary school students transitioned to new classrooms. It was a hit! We had a huge turnout, and even got to welcome some families new to the area! I structured the event similar to Storytime, except that it was longer to allow more time for activities and we provided snacks since it was so close to lunchtime. We also gave each child a paperback title to take home, all of which were great back-to-school transition stories. We were able to order these gifts thanks to the La Llave donation. I also created a Back to School book display in the Children’s Section, and I have had to refill the books on those shelves several times which means – CHECKOUTS! It’s working!”

Community Involvement



August: Of 15 “Storytime To Go Kits”, we have had 3 more checkouts in August - bringing the total checkouts to 167 since they were first available in August 2017. We replaced one component “Balancing Block Barnyard Playset”



August: We have 122 children signed up for our Planting Seeds, 1,000 books program. In this program, as each child reads 100 books, they receive 1 free book. At completion, each child receives a free T-Shirt with the Planting Seeds logo on it. 14 children/parents have completed the program. We will need to purchase more T-shirts soon.



August: Family, Friends and Neighbors (FFN) program - 27 caregivers are signed up and all received Early Literacy Kits containing EL books, music, toys. We have 9 Spanish Literacy Kits in the community.



August: The local Fiber group, “Fiber Floozies”, met in the Story Room. Usual attendance is 10-15 fiber enthusiasts. The group knits, weaves, spins, and crafts all things fiber. They share and teach each other new techniques and ideas. Planning for charity projects or events is also done at these meetings. The next meeting will be September 11, 2019. Anyone interested in any type of fiber arts is welcome.



August: No storytime – after a long summer it’s time for a short recuperation (really short!) Holly created another program for August. See Back-to-School Special Program in the Staff Announcements. Being a big hit, it will probably turn out to be a yearly event.



Parents as Teachers®

Email from Azeneth Heredia regarding partnership with Alamosa Public Library:

“This morning I got the opportunity to meet with Holly Van Hoy, Children Librarian at Alamosa Public Library. I truly appreciate the time you took to meet with me and look forward to PAT partnering with your program. Here is a recap of our meeting. Please let me know if I left anything out or if you have any questions.

Azeneth talked more in depth on what the PAT program is all about, gave Holly registration forms to help us recruit some of the families.

Vroom app was also introduced and provided Holly with flyers.

PAT staff will in return help promote the 2019 Summer Reading program at the library and Ms Holly’s Story Time.

Holly will collaborate with us in order for PAT families to be a part of the Planting Seeds program (1,000 books by Kindergarten)

Holly invited PAT families to the Grow your Library Storytime event on Friday, May 31st at 10 am. We will be handing out flyers to our families.

Azeneth signed PAT up for the Storybox Express in which Holly will deliver a tote of 25 books for PAT Parent Educators to use with families. This tote will be switched out once a month with new books.

Holly agreed to be part of our Kite Fly event on September 25, 2019. Azeneth will follow up with updates.

Azeneth and Holly spoke to Salai Taylor about having PAT staff put together a story for the StoryWalk. The library will choose and donate the book used.

The Public Library donated a box of children’s books to PAT to be used for door prizes at the Group connection on Thursday, May 30th.”

Staff worked with ECC to purchase the next book to be displayed in the Cole Park StoryWalk. “Grumpy Bird” was installed by ECC and PAT on August 28, 2019.

- **Amanda Warman**, a Speech-Language Pathologist, is also using our facilities to work with families and their young children. She is accessing our ILL department to receive and send tools and books to help the children and parents she is working with.



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

- **The People First** group, persons with disabilities in the San Luis Valley, meets weekly, Sunday afternoons, in our Local History room.



- **August:** San Luis Valley Origami workshop, William Krebs (instructor), at the library was August 15th when 6 adults and 5 children participated. The next workshop is scheduled for September 7, 2019.



We became partners with SLV Local Foods Coalition – Cooking Matters in July and had an event “Pop-Up Tour” here in the library. Since then Cooking Matters has put together 3 sets of cooking classes.



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

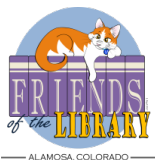
There is also a Little Free Library in Mosca at the ‘Pit Stop’, sponsored and stewarded by Jenene Holcomb from the Sangre DeCristo School and the owner of the Pit Stop.

KABOOM installed a LFL at the Boys & Girls Club when they put in the new playground equipment. It is being maintained by the Boys & Girls Club. No new news for the LFL at the National Sand Dunes.

August Stewardship for LFL at:

Food Bank – WCC added 80 books; **La Puente** – FOL (Friends of the Library) refilled with 0 books; **Zapata Park** – Jan Oen & Don Thompson refilled with 5 books; **Senior Center** – KREBS 0 books; **Nancy Cutters Office** (Optimist) – no changes; **SLV Immigrant Resource Center** (Optimist) – no changes

Cole Park (library staff) we refilled with 20 books.



Friends of Alamosa Public Library

August

- Profit from the book sale August 30-31, 2019 was \$1,148. The next book sale will be October 5, 2019.
- Membership of Friends of the Library is up to 72 members.
- Friends’ meeting was August 20th with 5 members in attendance. Next scheduled meeting is September 17, 2019. Minutes for the meetings can be found on the library website:
<https://www.alamosalibrary.org/volunteer/join-friends/>

- The 11th edition of “Messages from the Hidden Lake” is now accepting submissions. The deadline is November 1st 2019 for a publication in 2020.
- The Book Bike was taken to the Farmers’ Market on Saturdays in August.

Children’s Services Monthly Report

August

2019

Monthly Overview – Without our regularly scheduled Storytime sessions in August, I was able to focus on creating some new programming and, with a lot of brainstorming with my wonderful coworkers, start making plans for some new kits to check out, including some geared toward teens! I was able to complete the weeding of the Parenting and Teaching books in the Family Resource section, and even managed to tidy up and organize the Story Room after Summer Reading’s wrap-up. Somewhere in there, I also planned and executed a new Back to School event, collected books for giveaways, met with the Housing Authority to plan a partnership, and attended a webinar on large print books! A lot of patrons asked if August was a bit of a break time for me without Storytime... Decidedly not! Storytime sessions *are* my “break time!”

Storytime & Special Events - In August, we hit pause on Storytime in order to make time for other projects, housekeeping and planning. However, this year I decided to host a Back to School Event before the preschool and elementary school students transitioned to new classrooms. It was a hit! We had a huge turnout, and even got to welcome some families new to the area! I structured the event similar to Storytime, except that it was longer to allow more time for activities and we provided snacks since it was so close to lunchtime. We also gave each child a paperback title to take home, all of which were great back-to-school transition stories. We were able to order these gifts thanks to the La Llave donation. I also created a Back to School book display in the Children’s Section, and I have had to refill the books on those shelves several times which means – CHECKOUTS! It’s working!

Storytime

Date	Storytime	Total
No	Regular	Storytime
	in August	
	Monthly Total	N/A

Special Events

DATE	EVENT	PARTICIPATION
8/16/19	Back to School Event	55k + 25a = 80t
Monthly Total		80

Total Children’s Services Visits this month.

80

SLV Playdates Baby Time – Salai and I have decided to take Baby Time off of the Story Room calendar. I have notified all recent attendees and let SLV Playdates coordinator Lisa Clark know that if anyone is interested in reinstating or reframing the group, I will be happy to work with them again. Sometimes, groups just don’t take hold.

Storybox Delivery - The Storybox teachers have asked for a few seasonal books to be included in their next delivery, so I have collected fall-themed books to throw in for September. I *love* that they are feeling comfortable communicating their needs and allowing me to be more helpful. We are continuing to cycle in some new copies of titles included in each box to freshen them up a bit, thanks to the La Llave donation.

Planting Seeds – We have 122 registered participants in our program, signing up four more readers this month. We have had 14 children complete the challenge since we started! I connected with Duke from Fat Tee's in Salida, who ran the first printing of our prize for completion – an Alamosa Public Library/Planting Seeds t-shirt. Duke said he would be happy to work with us again, and would be available to discuss another run in September when they complete some current projects. If this program continues to grow as it has, we are going to need more t-shirts!

Book Donations – We were able to stuff the Little Read Wagon full of books to donate to families attending the City's Employee Bar-B-Q this year! Due to the informal nature of the event, we do not have a count of how many books were given away, but I'm sure many found their way into new homes.

Weeding – I completed the weeding of titles from the Parenting and Teaching sections of the Family Resource Center. I discarded twenty books that not only had not been checked out in two years or more, but also contained outdated language and/or information.

Donated books intake – Something that takes a lot of time and a lot of space on my desk is the intake of donated books. When children's books come in as donations, we always check the boxes to see if there are any in very good or mint condition that we do not have already in our collection (or that we would like to keep as replacements when popular titles get too worn). All of this sifting takes time, so I end up with piles of donated books to potentially add to the collection in piles on my desk. This month, with the help of Library Assistant extraordinaire Jaymie, I was able to sort through the collected titles and add many to our collection. Jaymie also pulled the title from our shelves if we had it already so that I could check and compare the condition. I still have some donated books to go through, but it felt good to get the ball rolling.

Webinar – I was invited by Thorndike Press and EdWeb.net to attend a webinar titled "Positive Literacy Outcomes With Large Print." Thorndike partnered with a non-profit in California called Project Tomorrow to implement a nationwide study on the impact of large print on students' reading engagement and achievement levels. While I planned to take it all with a grain of salt, since this was published as a white paper and not in a scientific journal, I really found their thoughts on the matter persuasive. Also presenting at the webinar were three teachers who spoke to the changes they saw firsthand in their classrooms. The conclusion of the study was that large print books serve as a valuable literacy intervention for all types of learners, and including them in our collection for both Juvenile and Young Adult readers can raise reading comprehension skills as well as change students' feeling about reading. We currently have 25 large print copies of popular titles spread across the Juvi Fiction and Young Adult Fiction sections. The idea in mixing large print copies in with regular copies

is to save young readers from the stigma of searching the large print section. Thorndike Press prides itself on the fact that their large print editions look very much like their "regular" counterparts since they are able to use larger fonts and spaces between letters, words and spaces without adding many additional pages. I plan to create a simple flyer display directing people interested in Juvi and YA large print books on how to search for them in the catalog.

New Program Development – I am so pleased to share that I have been able to spend some time in August planning new programming to start in September! It is called the Weekend Kick-Off Kids Club, and will be held on Friday afternoons at 1:00. It was brought to my attention (by board member Mandy Wilner, no less) that Alamosa schools are changing their schedules this year to have an early release day every Friday. This is the perfect opportunity to try offering a story/activity time for kindergarten and elementary school-age children! I have framed the new program more as a "kids club" session than a "storytime," not only to interest an older age group, but so that the expected format is not always a storytime format. We can host someone like our Reading Ranger Sydney Stover or other storyteller/performer during that time slot, have a board game tournament, put on a play, problem solve our way through the Brain Architecture Game, do a science experiment... Opportunity abounds! I do plan to also include some sessions in classic storytime format as well, because all kids (whether they will readily admit it or not) *love* a good storytime. The program will run through November, at which time we can reassess to see what works and what didn't take.

Hands on History – Our dear Kelley Ivers who coordinated outreach programs for Fort Garland Museum, is no longer working at the museum. I have not heard from Fort Garland regarding partnering for programs, but I will reach out to them in September. I do not know if they will continue the Hands on History program, as that was really Kelley's brainchild, but perhaps they have some new ideas for programs that we can offer during our Weekend Kick-Off Kids Club time slot!

Housing Authority Partnership – I had the pleasure of meeting with Julia Toczek, assistant director and Section 8 coordinator for Alamosa Housing Authority. We met up back in June in an attempt to plan ways to get her families involved in the Summer Reading Program. We donated books for Julia's office to give away to children who showed their Summer Reading folders, but Julia reports that this was not successful.

One of Julia's missions is to help connect the families that she works with to services in our community, which makes ours a perfect partnership! Julia and I share the mission of making all community members feel welcome at their public library while connecting families to early literacy programs that promote partnership between parents and library staff. We are planning an event similar to the Parents as Teachers nights, with storytime and activities and a light meal, to introduce families to our Story Room and promote all that we have to offer. We have not set a date, but I plan

to link Parents as Teachers and possibly RMSER (who provides early childhood care in the Valley) in for the event. More to come on this partnership!



FRIDAY
Weekend Kick-Off Kids Club!

Fridays at 1:00

Geared toward kindergarten and elementary school kids

Join Children's Librarian Ms. Holly for stories, music, activities, games, crafts, total silliness and more!

Something different each week!

Your Connection to the World
Alamosa
PUBLIC LIBRARY

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Authorize City Manager to sign lease with Alamosa South Solar, CSG, LLC for land north of cemetery.

Recommended Action:

Authorize City Manager to sign lease with Alamosa South Solar, CSG, LLC for land north of cemetery.

Background:

Community Energy Solar Inc. contacted staff on April 5th, 2017 inquiring if the City would be interested in leasing a portion of City property as part of Xcel Energy's Community Solar Garden program. The Company met with City Council during a work session in May of 2017 to discuss the project and Council was open to leasing the property. Items discussed was the desire to have the company hold a neighborhood meeting to ensure the surrounding blocks were aware of the potential project, including language in the contract for the removal of the equipment if not renewed, and issuing an RFP to ensure a transparent process. Based on Council direction, staff issued a Request for Proposals to determine if there was any interest in the proposed location. The City only received one proposal, which was from Community Energy Solar, Inc. Both the RFP and submitted proposal are attached. Additionally, as requested Community Energy Solar held a neighborhood meeting on April 12, 2018.

At its meeting on April 18, 2018, Council authorized the City Manager to enter into a site control agreement with Alamosa South Solar, CSG, LLC, the entity Community Energy Solar, Inc. designated to manage this project. A copy of the April 18, 2018, site control agreement is attached. The site control agreement allowed Alamosa South Solar to include the site in any permitting applications it would require, and to investigate the suitability of the site over a two year period. It also contemplated the parties entering into a 30-50 year lease for solar production. The attached lease before Council tonight is the contemplated lease. It is for an initial 30 year term, with two 10 year renewal terms at the option of the tenant (paragraph 4.3). At the termination of the lease, all above and below ground equipment must be removed and the soil surface restored to reasonably similar to its original condition (paragraph 7).

Pursuant to the authority granted in the site control agreement, Alamosa South Solar obtained a permit for construction of the contemplated solar farm on the property that is the subject of the proposed lease. A copy of that permit is attached, and approval of the planning commission's action is on the consent agenda for this meeting. The permit requires certain fencing and screening, and the contemplated lease requires that the tenant comply with the permit conditions, and maintain the leased property in accordance with all City regulations (paragraphs 8.2 and 8.8).

Issue Before the Council:

Does Council wish to authorize the City Manager to execute the lease as presented?

Alternatives:

- (1) Authorize the City Manager to execute the lease
- (2) Authorize the City Manager to sign with additional requirements such as, by way of example,
 - a. Requiring the a security deposit to ensure compliance with the removal requirements of paragraph 7, which deposit could be up front, or accumulated over some number of years of the lease (note that this was not an issue discussed in the work sessions; it is in this lease draft at least as a place holder);
 - b. Changes to the amount of rent to be paid (note that this was set in the site control agreement, and any increase would likely not be consistent with good faith negotiations).

If Council desires changes to the lease, staff suggests Council specify those changes and authorize the City Manager to sign the lease in substantially the form attached, upon the City's Attorney's conclusion that the lease being signed adequately incorporates any changes desired by Council.

- (3) Decline to approve the lease, and set forth the reasons the lease is inconsistent with paragraph 3 of the site control agreement.

Fiscal Impact:

The lease calls for a rent of \$1,000 per year until the facility is constructed, at which time it increases to \$500 per acre per year, escalating at 1% annually. The leased property is approximately 12 acres, so the first year commercial rent would be approximately \$6,000 per year.

Legal Opinion:

City Attorney will be present at the meeting for comment.

Conclusion:

The proposed lease is consistent with the negotiations that have led up to it, and increases Alamosa's solar presence. The City does not have any other plans for the property.

ATTACHMENTS:

Description		Type
	Solar farm lease	Exhibit
	Site control agreement	Backup Material
	Alamosa South conditional use permit	Backup Material

SOLAR ENERGY LEASE AGREEMENT

This **SOLAR ENERGY LEASE AGREEMENT** ("**Lease**") is entered into effective as of the Effective Date set forth below, by and between (i) **Alamosa South Solar CSG LLC** a Delaware limited liability company (the "**Company**"), and (ii) the landowner(s) set forth below ("**Landowner**"). Landowner and Company may be referred to below together as the "**Parties**" and each a "**Party**."

- 1. Effective Date:** _____
- 2. Landowner(s):** **City of Alamosa**
- 3. Leased Property:** The real property located in **Alamosa County, CO** , generally depicted on Exhibit B, and comprising approximately **12 acres**. See §1.1.
- 4. Development Feasibility Term:** Commences on the Effective Date and ends on the earliest to occur of Groundbreaking or three (3) years following the Effective Date, subject to options to extend. See §4.2.
- 5. Commercial Term:** Commences on the Commercialization Date, see §4.1, and ends Thirty (30) years thereafter, subject to options to extend. See §4.3.
- 6. Rent:**
Development Feasibility Term: \$1,000 per year. See §5.1.
Commercial Term: \$500 per acre per year, escalating at 1% annually. See §5.2.

The following Exhibits are attached and incorporated herein by reference:

- Exhibit A** – Standard Terms and Conditions
- Exhibit B** – Description of Leased Property
- Exhibit C** – W-9 Form
- Exhibit D** – Form of Memorandum of Lease

Company:

Alamosa South Solar CSG LLC

By: _____
Name: _____
Title: _____

Landowner(s):

City of Alamosa

By: _____
Name: _____
Title: _____ .

EXHIBIT A

– STANDARD TERMS AND CONDITIONS –

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1. Grant of Lease.

1.1. General. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landowner(s) identified on the Cover page hereto (generally, “**Landowner**”) hereby leases to Company, and Company hereby leases from Landowner, the real property depicted in the drawing on Exhibit B attached hereto and incorporated herein (the “**Leased Property**”).

1.2. Development Feasibility Term. During the Development Feasibility Term, Company shall use the Leased Property to evaluate and determine the feasibility of development of an electrical generating facility for the conversion of solar energy into electrical energy (the

“Solar Facility”). By way of example, during the Development Feasibility Term, Company may install solar energy monitoring equipment on the Leased Property.

Landowner expressly reserves the right to use the Leased Property during the Development Feasibility Term for uses that do not and will not interfere with Company’s operations hereunder or enjoyment of the rights hereby granted, specifically including, but not limited to farming, provided, however, that:

a. Landowner may not use the Leased Property in a manner inconsistent with Company’s use of any access roads thereon;

b. any such use of the Leased Property by Landowner shall not include solar energy development or the installation or use of any facilities related to solar energy development or generation (which rights and uses are exclusively granted to Company in this Lease); and

c. any easements or leases entered into by Landowner with respect to the Leased Property after the Effective Date shall expressly provide that they are subject and subordinate in all respects to this Lease and to the rights of Company and any assignee hereunder.

1.3. Commercial Term. During the Commercial Term, Company shall use the Leased Property for the development, construction, ownership, operation, maintenance and repair of the Solar Facility. In connection with such use, Company shall have the exclusive right:

a. to construct, install and operate on the Leased Property multiple solar panels and inverters;

b. to erect, construct and use all the necessary and requisite devices, fixtures, appurtenances and facilities for the Solar Facility, as determined in the sole and absolute discretion of Company, including but not limited to: foundations, supports, concrete pads and footings; fences, and roads for ingress and egress of construction and maintenance vehicles; the physical preparation of the sites on which the Solar Facility will be installed and the preparation of access routes thereto (whether located on the Leased Property or, if necessary, on the Adjacent Property); power collection facilities, including underground or above ground distribution and collection lines between Solar Facility Equipment and from Solar Facility Equipment to one or more substations and points of interconnection with the power grid, wires and cables, conduit and above-ground transformers for the Solar Facility; substations or interconnection and switching facilities which Company may connect to a utility transmission system or the transmission system of another purchaser of electrical energy; underground or above ground control, communications and telecommunications equipment, including underground fiber, wires, cables and conduit; erosion control facilities; signs, gates and other safety and protection facilities; control and administration buildings; and other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (all of the foregoing, including the solar panels and inverters, collectively referred to herein as the **“Solar Facility Equipment”**);

c. to maintain, clean, repair, replace and dispose of part or all of the Solar Facility Equipment;

d. to allow and control access of third parties to the Leased Property. In accordance with Section 11.1 below, Company may invite third parties upon the Leased Property without permission from the Landowner so long as the terms of this Lease are not violated;

e. to trim or cut down trees, shrubs or any other landscaping and vegetation on the Leased Property or Adjacent Property as may be necessary for the exercise of rights granted to Company pursuant to this Lease; and

f. to gate or otherwise secure any access roads on or to the Leased Property, provided that Company shall work with Landowner to ensure Landowner's commercially reasonable access to same consistent with industry standard practices.

1.4. General Powers of Company. The rights granted to Company in this Lease permit Company, without limitation, to undertake all activities that Company determines are necessary, useful, appropriate or convenient in connection with, or incidental to the development, construction and operation of the Solar Facility or for the benefit thereof, including conducting surveys and environmental, biological, cultural and other tests and studies and conducting site tours to demonstrate the generation of electricity from solar power for educational and commercial purposes.

1.5. Design and Placement of Solar Facility Equipment. Company shall have sole and absolute discretion as to the location of Solar Facility Equipment on the Leased Property and the extent of construction activity required in connection with such Solar Facility Equipment. Prior to Company's construction of the Solar Facility, however, Company shall consult with Landowner for informational purposes only. Landowner acknowledges that a portion of the Solar Facility Equipment to be constructed by Company on the Leased Property may include buried and/or above ground electrical and communications lines among Solar Facility Equipment, and from the Solar Facility to electrical substations and other points of interconnection on the power grid serving the Solar Facility.

1.6. Roads. Company shall have the right to use the existing roads on the Leased Property and/or Adjacent Property and to construct or improve in a manner and with materials suitable for Company's use, from time to time and at any time, one or more additional roads over, across and through the Leased Property and/or any mutually agreed to area within the Adjacent Property.

1.7. Repowering. The Parties recognize that (a) power generation technologies are improving at a rapid rate and that Company may (but shall not be obligated to) from time to time replace or repair Solar Facility Equipment on the Leased Property with newer (and potentially smaller or larger) models and types of Solar Facility Equipment, and (b) the activities contemplated by this Lease may be accomplished by Company or by one or more third parties authorized by Company.

1.8. Defined Terms. As used herein, the term “**Adjacent Property**” shall mean any and all property or properties owned at any time during the Term by Landowner, and/or the Affiliates of Landowner, that are contiguous with the Leased Property. As used herein, the term “**Affiliate**” means any other person or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the Landowner. The term “**control**” as used with respect to any person or entity, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities or partnership interests, by contract or otherwise.

2. Easements.

2.1. Grant. Without limiting the rights set forth elsewhere in this Lease, Landowner hereby grants to Company the following easements during the Term of this Lease (collectively, the “**Easements**”):

a. an exclusive easement to use, convert, maintain and capture the free and unobstructed flow of solar energy resources over and across the Leased Property and the Adjacent Property;

b. the right to utilize, on a nonexclusive basis, any access, utility, water, communication, sewer, septic, transmission or other easements, rights of way or licenses already granted by Landowner over the Adjacent Property, or any other property in the vicinity of the Leased Property, which Company determines could be used for the benefit of the Solar Facility, as permitted by the instruments evidencing such rights and other applicable laws;

c. nonexclusive easements on, over, across, under and through the Adjacent Property to install and maintain power, water, communications, sewer, transmission and other such lines that Company determines could be used for the benefit of the Solar Facility, subject to written grant of such easements, which shall not be unreasonably withheld;

d. nonexclusive easements for access to the Leased Property, over and across the Adjacent Property, including for vehicular and pedestrian ingress, egress and access to and from the Solar Facility Equipment, whether by means of roads and lanes previously existing on the Adjacent Property or otherwise by such route(s) as Company may construct from time to time, subject to written grant of such easements, which shall not be unreasonably withheld;

e. an easement over the Adjacent Property for audio, visual, view, light, flicker, noise, vibration and any other effects attributable to the Solar Facility; and

f. an easement over the Adjacent Property to evaluate and determine the feasibility of the solar facility on Landowner’s Property in a location that varies from the Leased Property, as depicted in Exhibit B.

2.2. Terms and Conditions. With respect to each Easement:

a. to the extent permitted by applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, such Easement shall be appurtenant to the Leased Property;

b. such Easement shall run with and benefit the Leased Property (and such other lands, as applicable) and inure to the benefit of and be binding upon Landowner and the holder of the Easement and their respective successors and assigns, and all persons claiming under them;

c. no act or failure to act on the part of Company or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except (i) upon recordation by such holder of a quitclaim deed specifically conveying the Easement back to Landowner or (ii) the termination of this Lease pursuant to Sections 4.2(b), 4.3(b) and 12.1(b) hereof;

d. non-use of the Easement shall not prevent the future use of the entire scope thereof; and

e. no use of or improvement to the Leased Property or any lands benefited by the Easement, and no assignment or sublease hereof or thereof, shall, separately or in the aggregate, constitute an overburdening of the Easement.

2.3. Stand-Alone Agreements. Upon Company's request from time to time, Landowner shall grant to Company (or a party designated by Company), stand-alone easements for any of the Easements granted hereunder in recordable form and containing such terms and provisions as may reasonably be requested by Company for no additional consideration:

; or

3. Survey. Prior to the Commercialization Date (as defined below), Company shall cause to be conducted, at Company's sole expense, a survey of the Leased Property and the Easements. Landowner shall cooperate therewith. Company shall provide a copy of such survey to Landowner. Following the completion of the survey, the Parties shall amend this Lease to include a metes and bounds description of the Leased Property and the Easements.

4. Lease Term.

4.1. Commercialization Date. The "**Commercialization Date**" for the Solar Facility means the date on which Groundbreaking occurs. As used herein, "**Groundbreaking**" shall mean the earlier of: (a) when earth is moved for the improvement of the Leased Property for the construction of the Solar Facility; (b) when the first Solar Facility support structure is installed below grade at the Leased Property; or (c) when Company elects to make the first annual Commercial Term rent payment in the amount set forth in Section 5.2(a). Movement of earth for evaluation of the Leased Property shall not be considered Groundbreaking and shall not cause the Commercialization Date to occur. Company shall notify Landowner promptly if and when the Commercialization Date occurs.

4.2. Development Feasibility Term.

a. The Development Feasibility Term of this Lease shall commence on the Effective Date and end on the earlier to occur of the Commercialization Date or three (3) years after the Effective Date (the “***Development Feasibility Term***”); provided that Company shall have the right to extend the Development Feasibility Term for up to two (2) additional one (1) year periods, by notice to Landowner before the expiration of the Development Feasibility Term or the extended Development Feasibility Term. If the Commercialization Date does not occur prior to expiration of the Development Feasibility Term (as it may be extended), this Lease shall terminate.

b. Company, in its sole and absolute discretion, shall have the right to terminate this Lease, as to all or any portion of the Leased Property, at any time during the Development Feasibility Term, effective upon at least seven (7) days written notice to Landowner. If such termination is as to only part of the Leased Property, (i) this Lease shall remain in effect as to the remainder of the Leased Property, and (ii) Company will be obligated to satisfy the obligations set forth in Section 7 for that portion of the Leased Property with respect to which Company has exercised such termination right.

4.3. Commercial Term.

a. The Commercial Term shall commence on the Commercialization Date, and shall end thirty (30) years thereafter, provided that Company shall have the right to extend the Commercial Term for up to two (2) additional periods of ten (10) years each (each, an “***Extended Term***”), by notice to Landowner before the expiration of the Commercial Term or the Extended Term. Company may elect to exercise its option to extend the Term by giving Landowner written notice of such election not earlier than eighteen (18) months and not later than six (6) months prior to the expiration of the then-current term of this Lease. Upon satisfaction of the notice requirements to Landowner, this Lease shall be extended for such Extended Term upon the same terms, conditions and covenants as are contained in this Lease, subject to Section 5.2 (b) below.

b. Company, in its sole and absolute discretion, shall have the right to terminate this Lease, as to all or any portion of the Leased Property, at any time during the Commercial Term, effective upon at least ninety (90) days written notice to Landowner. If such termination is as to only part of the Leased Property, (i) this Lease shall remain in effect as to the remainder of the Leased Property, and (ii) Company will be obligated to satisfy the obligations set forth in Section 7 for that portion of the Leased Property with respect to which Company has exercised such termination right.

4.4. Term. As used herein, the “***Term***” shall mean collectively the Development Feasibility Term (including any extension(s) thereof) and the Commercial Term (including any Extended Term(s)).

5. Landowner Rent, Consideration and Other Terms.

5.1. Rent During the Development Feasibility Term. During the Development Feasibility Term, Company shall pay to Landowner **One Thousand Dollars (\$1,000)** per year. The rent for the first year of the Development Feasibility Term shall be due within thirty (30) days after the Effective Date. The rent for each subsequent year of the Development Feasibility Term will be payable within thirty (30) days of the anniversary of the Effective Date. Any rent payable for less than a full twelve (12) month period shall be prorated on the basis of a 365-day year. The prorated amount of rent applicable to any remaining portion of the year of the Development Feasibility Term in which the Commercialization Date occurs shall operate as a setoff against the amount of rent Company owes Landowner for the first year of the Commercial Term.

5.2. Rent During the Commercial Term.

a. During the first thirty (30) years of the Commercial Term, Company shall pay to Landowner, on an annual basis, at the beginning of each Commercial Operation Year, rent payments equal to **Five Hundred Dollars (\$500)** per acre of Leased Property per year, escalating at **1%** per year following the first Commercial Operation Year. Any rent payable for less than a full 12-month period shall be prorated on the basis of a 365-day year. The first “**Commercial Operation Year**” shall begin on the Commercialization Date, and shall expire twelve (12) months thereafter, and each subsequent Commercial Operation Year shall commence upon the expiration of the prior Commercial Operation Year and expire twelve (12) months thereafter.

b. Rent for each Extended Term (if any) shall be set to equal the Commercial Term rent for the Leased Property for the immediately prior year, escalating at **1%** per year during the Extended Term, such escalation beginning in the first year of the Extended Term.

5.3. Additional Consideration and Other Terms.

a. In the event Company’s activities during the Development Feasibility Term damage any crops in commercial cultivation on the Leased Property or in the event the Commercialization Date occurs during the commercial cultivation of crops on the Leased Property, Company shall pay to Landowner, or Landowner’s tenant as applicable, a one-time payment equaling the then current fair market value of any crops damaged by Company, provided that such value be in excess of Five Hundred Dollars (\$500).

b. Landowner shall furnish Company with a signed, completed form W-9 by the Effective Date, and thereafter within thirty (30) days of any event causing a change in any of the information set forth in the previously-delivered W-9, including any transfer or assignment of the Landowner’s interest in the Lease. Without limiting Company’s obligation to pay Rent or other amounts due to Landowner hereunder, Company shall be entitled to delay making any such payments to Landowner until Landowner has provided such W-9. For convenience, the W-9 form is attached as Exhibit C.

6. **Property Taxes.** Company shall pay any personal property taxes assessed or levied against the Solar Facility Equipment. Landowner, as a governmental entity, pays no real

property taxes. Company shall pay any increase in the real property taxes levied against the Leased Property directly attributable to the installation and existence of the Solar Facility on the Leased Property, including any reclassification of the Leased Property as a result of the Solar Facility or this Lease, to the extent that such increase is not separately assessed to Company and paid directly by Company to the taxing authorities. Company shall not be liable for taxes attributable to facilities installed by Landowner or others on the Leased Property, or to the underlying value of the Leased Property itself. It is a condition to Landowner's right to reimbursement of any such increased taxes hereunder that Landowner submit the real property tax bill to Company within ten (10) days after Landowner receives the bill from the taxing authority. Company shall have the right to pay its portion of the real property taxes directly to the taxing authority. Landowner shall pay its portion of the real property taxes, if any, to the taxing authority and provide proof of such payment to Company within ten (10) days of the payment. If Landowner fails to make such payment and provide proof thereof to the Company, the Company shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Lease. Further, Company shall have the right to pay its portion of the real property taxes directly to the taxing authority provided it provides proof of such payment to the Landowner. Landowner shall reasonably cooperate in any effort that Company undertakes to cause the leasehold estate of Company to be separately assessed for property tax purposes.

7. Removal of Solar Equipment and Restoration of Property.

7.1. Upon Termination. As soon as reasonably practicable but in no event later than six (6) months following the expiration or earlier termination of this Lease, Company shall, at Company's sole cost and expense,

- a. remove all above-ground Solar Facility Equipment,
- b. remove all Solar Facility Equipment installed below-grade, and
- c. restore the soil surface of the Leased Property and any affected area of the Adjacent Property to a condition reasonably similar to its original condition.

7.2. Continuing Rent. For each month it takes Company to accomplish the tasks listed in Section 7.1 (a)-(c) above, Company shall pay Landowner pro-rated rent in a manner and amount commensurate with the rent applicable to the Leased Property in the last year of the Commercial Term.

7.3 Security. On or before the date that is Fifteen (15) years after the Commercialization Date, Company shall obtain from a reputable, independent contractor or contractors an estimate of the costs of decommissioning, and, once an amount reflective of that cost and estimated increases expected at time of decommissioning is agreed to by both parties, provide security to ensure completion of the tasks listed in Section 7.1 (a)-(c), above, in the form of a guaranty, bond, letter of credit, parent guarantee or other form of surety from an entity with an Investment Grade Rating.

8. Company's Representations, Warranties and Covenants.

8.1. Company's Authority. Company represents to Landowner that Company has the unrestricted right and authority to sign this Lease, and when signed by Company, this Lease constitutes a valid and binding agreement enforceable against Company in accordance with its terms.

8.2. Requirements and Governmental Agencies. Company shall comply in all material respects with valid laws applicable to the Solar Facility Equipment, but shall have the right, in its sole discretion and expense, in its name or Landowner's name, to contest the validity or applicability to the Leased Property and/or the Solar Facility Equipment of any law, ordinance, order, rule or regulation of any governmental agency or entity. Company shall control any such contest and Landowner shall cooperate with Company in every reasonable way in such contest, at no out-of-pocket expense to Landowner.

8.3. Mechanic's Liens. Company shall keep the Leased Property and the Adjacent Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Leased Property in connection with Company's use of the Leased Property pursuant to this Lease.

8.4. Hazardous Materials. Company shall indemnify Landowner against Company's material violation on the Leased Property or Adjacent Property of any applicable law or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Leased Property or the Adjacent Property.

8.5. Safety Measures. Company shall take reasonable safety and security measures to reduce the risk of damage to the Solar Facility or the risk that the Solar Facility will cause damage, injury or death to people, livestock and other animals and property, as Company deems necessary or appropriate.

8.6. Damage to Fences and Gates. Company shall repair any damage caused by Company, at no cost to Landowner, to any fences, gates, buildings and other fixtures located on the Leased Property or within the area of any Easements (the "***Landowner Improvements***") to the extent caused by the construction or operation of the Solar Facility. To the extent any Landowner Improvements conflict with the ongoing construction, operation and maintenance of the Solar Facility, Landowner agrees to removal or relocation of these Landowner Improvements at no cost to Landowner.

8.7. Electric Lines. Company shall use commercially reasonable efforts to install any electrical lines so that, following installation of the electrical lines, the land surrounding such lines may be used by the Parties in accordance with the terms of this Lease.

8.8. Maintenance of Leased Property and Access Roads. Company shall maintain the Leased Property in a manner consistent with returning the same back to its original condition as required by Section 7.1 above, including, but not limited to erosion and weed control measures, as and when reasonably deemed necessary by Company. Company shall maintain all access roads serving the Leased Property, including erosion and weed control measures, as and when reasonably deemed necessary by Company. Company shall ensure that the Leased Property is maintained in accordance with any federal, state, or local laws or regulations.

9. Landowner's Representations, Warranties and Covenants. Landowner hereby represents, warrants and covenants as follows:

9.1. Landowner's Authority. Landowner has good title to the Leased Property in fee simple absolute, subject only to those matters shown on any title report or abstract provided to Company pursuant to Section 9.10 below, and has full right and authority to make this Lease and to perform as required hereunder, and this Lease does not conflict with, and its execution by Landowner will not result in a default or event of default under, any other agreement to which Landowner is bound.. When signed by Landowner, this Lease constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. No rights to convert the solar resources of the Leased Property or to otherwise use the Leased Property for solar energy purposes have been granted to or are held by any other party other than Company. Other than as shown on any title report or abstract provided to Company pursuant to Section 9.10 below, there are no covenants, restrictions, rights of way, easements or other encumbrances on the Leased Property that will prevent Company's use of the Leased Property as contemplated herein.

9.2. Ownership of Solar Facility; Not a Fixture. Company, or its nominee, is the exclusive owner and operator of the Solar Facility. Landowner shall have no ownership or other interest in any Solar Facility Equipment installed on the Leased Property or on the Adjacent Property, and Company shall at all times retain title to the Solar Facility Equipment, with the right, at any time and in its sole discretion, to remove, replace or repair one or more components of Solar Facility Equipment. The Solar Facility and the Solar Facility Equipment are not fixtures, and Landowner may not sell, lease, assign, mortgage, pledge or otherwise alienate or encumber (collectively, a "**Transfer**") the Solar Facility or any Solar Facility Equipment together with its fee interest or leasehold rights to the Leased Property. Landowner warrants and represents that it shall keep the Solar Facility Equipment free from all liens, specifically, including any and all landlord liens arising by reason of the acts of Landowner. Should any liens be filed against the Solar Facility Equipment by reason of the acts of Landowner, such Party shall cause the lien to be cancelled or otherwise discharged within thirty (30) days of receiving notice of such lien.

9.3. Notice of Transfers. Landowner shall give Company at least thirty (30) days written notice prior to any Transfer of all or a portion of the Leased Property or the Adjacent Property identifying the transferee, the portion of Landowner's property to be transferred and the proposed date of Transfer. This Lease shall run with the Leased Property and survive any Transfer thereof.

9.4. No Interference. Company shall have the sole and exclusive right to convert all of the solar resources of the Leased Property. Landowner's activities and any grant of rights Landowner makes to any third party, whether located on the Leased Property, the Adjacent Property or elsewhere, shall not, now or in the future, interfere in any way with Company's use of the Leased Property, or the rights granted under this Lease or the Easements. In furtherance of the foregoing, Landowner shall not interfere with the solar resource or otherwise construct or permit to be constructed any structure that prevents, inhibits or impairs the solar resource over the Leased Property, or engage in any activity on the Leased Property or any Adjacent Property that might cause a decrease in the output or efficiency of the Solar Facility Equipment, as determined by Company in its sole and absolute discretion, including, without limitation, the construction of structures or planting of trees that would interfere with the free and unobstructed access to solar resources. Landowner shall not allow any activity to take place on the Adjacent Property that, in Company's reasonable determination, would adversely impact the development, construction and operation of the Solar Facility or Company's use of any Easements across the Adjacent Property.

9.5. Right of First Refusal on Adjacent Property. Prior to selling, leasing or granting any other interest in all or any portion of the Adjacent Property to any third party for the purpose of constructing, building, locating or facilitating any solar energy conversion system or any similar project, Landowner shall offer said Adjacent Property to Company upon the same terms and conditions as proposed to be offered to such third party. Landowner's offer shall identify the relevant third party and all entities that control the third party. Company shall have a period of thirty (30) days after receipt of Landowner's notice in which to accept the offer. If Company accepts the offer, Company and Landowner promptly, and in no event later than sixty (60) days from such acceptance, shall execute an amendment to this Lease or other new agreement reflecting the terms and conditions of the offer. If Company does not accept Landowner's offer: (i) Landowner may consummate the transaction with the third party on said terms and conditions at any time within ninety (90) days following expiration of Company's 30-day acceptance period; and (ii) if Landowner does not so consummate the transaction within such 90-day period, Company's rights under this Section shall again apply.

9.6. Estoppel Certificates. From time to time, within fifteen (15) days after written request from Company, Landowner shall execute and deliver an estoppel certificate certifying as to the status of this Lease and each Party's performance thereunder.

9.7. Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Company, at no out-of-pocket expense to Landowner, in applying for (including signing in Landowner's name, if necessary), complying with, completing or obtaining, as applicable, any land use permits and approvals, building permits, zoning variances, subdivision requirements, environmental impact reviews or any other approvals required for the financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Solar Facility Equipment. Landowner shall make available to Company copies of all field surveys, environmental, geological and other site assessments, surveys, plans and other such records of Landowner related to the Leased Property and the Adjacent Property.

9.8. Zoning. Should zoning or other property-use regulations be proposed that might require property-line set-backs or other burdens more restrictive in nature than those in existence on the Effective Date, Landowner shall cooperate with Company in resisting or in obtaining exemption from such regulations for the Solar Facility.

9.9. Hazardous Materials. Landowner represents and warrants to Company that:

- a. there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Leased Property;
- b. the Leased Property does not contain levels of petroleum or hazardous substances which require remediation under applicable environmental laws or regulations;
- c. the Leased Property is not subject to any pending or threatened judicial or administrative action, investigation or order under any applicable environmental laws or regulations;
- d. Landowner has not caused or contributed to a release or threatened release of hazardous substances or waste to, at, on, in or from the Leased Property, except in compliance with applicable environmental laws and regulations.

9.10. Landowner's Lenders.

- a. Landowner shall promptly notify its lenders or any other party holding a mortgage, deed of trust or other security interest in the Leased Property of this Lease and Company's rights herein, and shall request that such lender, trustee or security interest holder simultaneously send any notice of Landowner's default to Landowner and Company. Regardless, Landowner agrees to promptly provide Company with a copy of any default notices that Landowner receives from any of its lenders or other party holding a mortgage, deed of trust or security interest in the Leased Property.
- b. Company shall, at its own cost, procure a current abstract of title or preliminary title report for the Leased Property, showing all liens and other exceptions to title to the Leased Property and Landowner shall reasonably cooperate therewith. Upon request by Company, Landowner shall obtain a nondisturbance and subordination agreement from each mortgagee of the Leased Property and the Easements, or any portion thereof, under which the relevant lienholders agree not to disturb Company's possession or rights under this Lease or terminate this Lease so long as Landowner is not entitled to terminate this Lease under its terms.
- c. If Landowner fails to pay any of its obligations secured by a mortgage, deed of trust or other security interest on the Leased Property when due, Company may, at its option, pay such amount and deduct it from the amount owed to Landowner under this Lease.
- d. Landowner expressly acknowledges and agrees that any contractual, statutory or common law lien rights in favor of any mortgage or deed of trust granted by Landowner subsequent to the date of this Lease are and shall be expressly made subordinate and

inferior to Company's right, title and interest in this Lease, any sublease permitted hereunder and/or the Easements granted by this Lease and to any liens and security interests granted by Company in favor of any Solar Facility Mortgagee (as defined below). Landowner agrees to execute or cause its mortgagee to execute any further documentation that may be requested by Company or a Solar Facility Mortgagee of any of the foregoing to evidence such subordination.

9.11. Quiet Enjoyment. Landowner agrees that Company shall quietly and peaceably hold, possess and enjoy the Leased Property pursuant to the terms of this Lease, and for the Term of this Lease, and any extension thereof, without any hindrance or molestation caused by Landowner or any party claiming by, through or under Landowner. Landowner shall defend title to the Leased Property, and the use and occupancy of the same, against the claims of all persons, except those claiming by or through Company. Landowner shall not enter into or modify any documents, including any declarations, easements, restrictions or other similar instruments, which may materially affect the Leased Property, or the rights and/or obligations of Company hereunder, without first obtaining the prior written consent of Company.

9.12. Landowner Consent. Except as otherwise expressly provided herein, where pursuant to the terms of this Lease or in connection with the administration of this Lease, the consent or approval of Landowner will be required, requested, or appropriate, Landowner covenants and agrees that its consent or approval will not be unreasonably or unduly withheld, delayed, or conditioned, and that Company will not be charged for such consent or approval. To the extent this Lease provides for the requirement of Landowner's consent, if within ten (10) days after Landowner's receipt of Company's written request for such consent, Landowner does not give notice of its reasons for not consenting to Company's request, Landowner shall conclusively be deemed to have given its consent. If within such ten (10) day period, Landowner gives notice of its reasons for not consenting to Company's request, then Landowner and Company shall promptly meet to discuss Landowner's comments and concerns, and Landowner and Company shall use their respective best efforts to address such comments and concerns in a reasonable manner. In the event a resolution is not reached, Company and Landowner shall be entitled to pursue all of their respective rights and remedies contained herein.

10. Solar Facility Financing.

10.1. Mortgage by Company. Company may, from time to time and at any time, without the consent of Landowner, hypothecate, mortgage, collaterally assign, pledge or alienate the Solar Facility Equipment, the Solar Facility, Company's leasehold, the Easements and/or the rights granted to Company under this Lease (collectively, the "***Solar Facility Estate***"). Each holder of any such instrument or lien, as to which Landowner has been notified of identity and address, is hereinafter referred to as a "***Solar Facility Mortgagee***." Nothing herein shall be deemed to permit a Solar Facility Mortgagee to take title to, or otherwise encumber, Landowner's fee title to the Leased Property.

10.2. Rights.

a. A Solar Facility Mortgagee or its assigns may enforce its lien and acquire title to the Solar Facility Estate in any lawful way. Pending foreclosure of such lien, any Solar

Facility Mortgagee may take possession of and operate the Solar Facility Estate. Upon foreclosure of such lien by power of sale, judicial foreclosure or acquisition of the Solar Facility Estate by deed in lieu of foreclosure, a Solar Facility Mortgagee may, upon notice to Landowner, sell and assign the Solar Facility Estate. As long as there is a Solar Facility Mortgagee or a subtenant, tax credit investor and any other third party with an interest in the Solar Facility as to which Landowner has been notified of identity and address (each an “**Interested Party**”), neither the bankruptcy nor the insolvency of Company shall operate to terminate, nor permit Landowner to terminate, this Lease as long as all rent and other charges payable by Company continue to be paid, and all other obligations of Company arising out of this Lease continue to be satisfied in accordance with the terms of this Lease.

b. During the period that a Solar Facility Mortgagee or an Interested Party may be in possession of the Solar Facility Estate and/or during the pendency of any foreclosure proceedings instituted by a Solar Facility Mortgagee and an Interested Party, the Solar Facility Mortgagee or Interested Party shall pay or cause to be paid all rent and other charges payable by Company which have accrued and are unpaid during said period and shall ensure all other obligations of Company arising out of this Lease continue to be satisfied. Following the acquisition of the Solar Facility Estate by a Solar Facility Mortgagee, an Interested Party or their designee as set forth above, the Solar Facility Mortgagee, Interested Party or other person acquiring title to the Solar Facility Estate shall (i) cure all defaults by Company as to payment of rent, and (ii) assume and commence performance of all of Company's obligations under this Lease thereafter arising, whereon Landowner's right to terminate this Lease based upon the default in question shall be deemed waived.

10.3. Notice. When giving notice to Company of any default by Company under this Lease, Landowner shall also serve a copy of such notice upon (i) each Solar Facility Mortgagee, and (ii) each Interested Party. No such notice shall be effective against a Solar Facility Mortgagee or Interested Party unless and until served on such Solar Facility Mortgagee or Interested Party. If Company shall default in the performance of any of its obligations under this Lease following the giving of notice of such default to Company, then Landowner shall give each Solar Facility Mortgagee and Interested Party a second written notice of such default, specifying in detail the alleged default and required remedy.

10.4. Right to Cure.

a. Each Solar Facility Mortgagee and Interested Party shall have the right to cure any default by Company (i) within thirty (30) days after receipt of the second notice referenced above, if the default is in the payment of rent or is otherwise reasonably curable within such 30-day period, or (ii) within such longer period (not to exceed ninety (90) days in total) as may reasonably be necessary to cure such default, if such default is not reasonably curable within 30 days, provided that the cure is commenced within such 30-day period and thereafter diligently continued to completion. Landowner shall accept such cure and performance as though the same had been done or performed by Company. Any Solar Facility Mortgagee and Interested Party shall have the right to do any act or thing required to be performed by Company or any assignee under this Lease, and such act or thing performed by a

Solar Facility Mortgagee or Interested Party shall be effective to prevent a default under this Lease as if done by Company or the assignee itself. No Solar Facility Mortgagee or Interested Party shall have liability for any act or omission by Company under this Lease.

b. The time available to a Solar Facility Mortgagee or an Interested Party to cure any default by Company shall be extended by: (i) such number of days as may be necessary for such Solar Facility Mortgagee or Interested Party to obtain a receiver, or to initiate and complete foreclosure proceedings, if possession of the Leased Property is necessary to cure such default; and (ii) the number of days of delay occasioned by bankruptcy stay or other judicial restriction against such remedies or occasioned by other circumstances beyond such Solar Facility Mortgagee's or Interested Party's reasonable control.

10.5. Modification of Lease. Upon the request of any Solar Facility Mortgagee, Landowner and Company shall amend this Lease to include any reasonable provision(s) requested by such Solar Facility Mortgagee to implement the protective provisions contained in this Lease for the benefit of such Solar Facility Mortgagee, or to allow such Solar Facility Mortgagee reasonable means to protect or preserve the Solar Facility Estate or the lien of its leasehold mortgage on the occurrence of a default under this Lease; *provided, however*, that Landowner shall not be required to amend this Lease in any way that would extend the Term, decrease the rent or otherwise in any material respect adversely affect any rights of Landowner.

10.6. New Lease to Solar Facility Mortgagee or Interested Party. If this Lease is terminated by Landowner on account of any default by Company, or terminates for any other reason prior to the originally scheduled expiration date hereof, then Landowner shall give prompt written notice thereof to each Solar Facility Mortgagee and Interested Party. Each Solar Facility Mortgagee and Interested Party, within sixty (60) days after receipt of written notice from Landowner, shall have the right to elect to enter into a new lease of the Leased Property as described below. Within thirty (30) days after receiving written request therefor from a Solar Facility Mortgagee or Interested Party, Landowner shall execute and deliver a new lease of the Leased Property to such Solar Facility Mortgagee, Interested Party, their nominee or to their purchaser, assignee or transferee, as the case may be, for the remainder of the Term of this Lease, containing the same covenants, agreements, terms, provisions and limitations as are contained in this Lease (other than those requirements which may have been satisfied or fulfilled by Company prior to the termination of this Lease), provided that the relevant Solar Facility Mortgagee or Interested Party shall pay to Landowner, simultaneously with the delivery of such new lease, all unpaid rent due under this Lease up to and including the date of the commencement of the term of such new lease, and shall cure any other defaults under this Lease.

10.7. Consent to Collateral Assignment. The Parties agree that Company may assign this Lease, in whole or in part to a Solar Facility Mortgagee and/or Interested Party as collateral, and in connection with any such assignment, Landowner agrees to execute a consent to assignment in customary form and reasonably acceptable to the Solar Facility Mortgagee and/or Interested Party.

11. Assignment and Subletting.

11.1. By Company. Company and any assignee shall have the right, at any time, to assign or sublet all or any part of the Solar Facility Estate without obtaining the consent of Landowner. Without limiting the generality of the foregoing, a foreclosure and sale by a Solar Facility Mortgagee (defined below) shall be a permitted assignment not requiring the consent of Landowner and not constituting a default under this Lease. In the event of an assignment of Company's entire interest in this Lease, Company shall be released of all further liability under this Lease following assumption by an assignee of all obligations hereunder. Company also shall have the right, without obtaining Landowner's consent, to grant easements, licenses or similar rights (however denominated) in and to the Leased Property and/or Adjacent Property during the Term of this Lease to one or more persons or entities; provided such grant is related to, or required for, the construction, ownership, operation and maintenance of the Solar Facility, and is limited to the term and any renewal terms of this Lease, without obtaining the consent of Landowner.

11.2. By Landowner. Landowner may assign this Lease to any party in connection with any Transfer of the Leased Property by Landowner; *provided, however*, that any such Transfer shall be subject to this Lease.

12. Default and Remedies.

12.1. Company's Default.

a. Company shall be in default under this Lease if: (i) Company fails to perform any of Company's covenants under this Lease (other than the payment of rent or other charges) and such failure shall have continued for a period of thirty (30) days after written notice from Landowner (or if such failure is not reasonably capable of being cured within thirty (30) days, if Company shall not have commenced to cure the same within said 30-day period and/or shall not have thereafter diligently prosecuted the same to completion); or (ii) Company fails to pay rent or other charges herein required to be paid and such failure continues for a period of fifteen (15) business days after written notice from Landowner.

b. If Company shall be in default after the expiration of the cure period set forth above, then Landowner shall be entitled, at its election, either: (i) to terminate this Lease; or (ii) so long as Landowner does not terminate Company's right to possession of the Leased Property, to keep this Lease in full force and effect and collect rent and other charges from Company as and when due under this Lease, with Landowner having the obligation to mitigate damages.

c. If Landowner shall elect to terminate this Lease, then all rights and obligations of the Parties shall terminate, except that Landowner shall have the right to sue for and collect all rents and other amounts with respect to which Company shall then be in default, and all damages to Landowner by reason of such default, Landowner having the obligation to mitigate damages, and Company shall surrender the Leased Property to Landowner.

12.2. Landowner's Default. If Landowner shall at any time be in default of any of its covenants under this Lease and such default shall continue for a period of thirty (30) days after

written notice to Landowner (or if such default is not reasonably capable of being cured within thirty (30) days, if Landowner has not commenced to cure the same within said 30-day period and/or has not diligently prosecuted the same to completion), then Company shall be entitled to exercise concurrently or successively any one or more of the following rights, in addition to all other remedies provided in this Lease or available at law or in equity: (a) to bring suit for the collection of any amounts for which Landowner may be in default, or for the specific performance of any other covenant or agreement of Landowner, without bond and without terminating this Lease; and/or (b) to terminate this Lease upon thirty (30) days' written notice to Landowner, without waiving Company's rights to damages for Landowner's failure to perform its obligations hereunder.

13. Indemnity and Insurance

13.1. Company Indemnity. Company shall indemnify, defend and hold harmless Landowner, its agents and employees (the "***Landowner Indemnitees***") of and from any claim, demand, lawsuit, or action of any kind for injury to or death of persons, including, but not limited to, employees of Company or Landowner, and damage or destruction of property, including, but not limited to, property of Company or Landowner, or other loss or damage incurred by Landowner, arising out of: (a) negligent acts or omissions or willful misconduct of Company, its agents, officers, directors, employees or contractors; (b) the breach by Company of any of its obligations under this Lease; or (c) any occurrence on the Leased Property during the Commercial Term arising out of Company's use and occupancy thereof. The obligation to indemnify shall extend to and encompass all costs incurred by Landowner and any Landowner Indemnitee in defending such claims, demands, lawsuits or actions, including, but not limited to, attorney, witness and expert witness fees, and any other litigation related expenses. Notwithstanding the foregoing, Company's obligations pursuant to this Section 13.1 shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of Landowner, Landowner Indemnitees, or their respective contractors, successors or assigns, or to the acts of third parties (excepting those that arise out of Company's use and occupancy of the Leased Property), nor any manner of claim arising from or related to disqualification from or ineligibility for any governmental farm or conservation program.

13.2. Landowner Indemnity. Landowner shall indemnify, defend and hold harmless Company, its officers, agents and employees (the "***Company Indemnitees***") of and from any claim, demand, lawsuit, or action of any kind for injury to or death of persons, including, but not limited to, employees of Company or Landowner, and damage or destruction of property, including, but not limited to, property of either Company or Landowner, or other loss or damage incurred by Company, arising out of (a) negligent acts or omissions or willful misconduct of Landowner, its agents, officers, directors, employees or contractors for which Landowner has waived immunity from liability pursuant to Colorado's governmental immunity statute, C.R.S. § 24-10-101 *et seq.*; (b) the breach by Landowner of any of its obligations under this Lease; (c) any release or presence of hazardous substances, waste or materials to, at, on, in or from the Leased Property to the extent not caused by Company; (d) any occurrence on the Leased Property during the Commercial Term arising out of Landowner's use and occupancy thereof for which

Landowner has waived immunity from liability pursuant to Colorado's governmental immunity statute, C.R.S. § 24-10-101 *et seq.*; or (e) the breach of any representation or warranty made by the Landowner on or after the Effective Date under this Lease. The obligation to indemnify shall extend to and encompass all costs incurred by Company and any Company Indemnitee in defending such claims, demands, lawsuits or actions, including, but not limited to, attorney, witness and expert witness fees, and any other litigation related expenses. Landowner's obligations pursuant to this Section 13.2 shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of Company, Company Indemnites, or their respective contractors, successors or assigns, or the acts of third parties.

13.3 Company Insurance. During the Term, Company shall maintain liability and property insurance covering the Leased Property and its activities thereon in a manner and at levels consistent with industry standard practices.

14. Tax Credits and Environmental Attributes.

14.1. Tax Benefits. Company and its assigns shall be entitled to all depreciation, tax credits and other tax benefits arising out of the construction, ownership and operation of the Solar Facility and the production of solar energy therefrom. If under applicable law the holder of a lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure or production established by any local, state or federal government, then, at Company's option, Landowner and Company shall amend this Lease or replace it with a different instrument so as to convert (to the extent practicable) Company's interest in the Leased Property to a substantially similar interest that makes Company eligible for such tax credit, benefit or incentive.

14.2. Environmental Benefits. Landowner acknowledges that Company or its assignee is the exclusive owner of electricity (kWh) generated by the Solar Facility and owner of all renewable energy credits and other Environmental Attributes and Environmental Incentives of the Solar Facility. "***Environmental Attributes***" means all environmental and other attributes that differentiate the Solar Facility or the energy output from the Solar Facility from energy generated by certain other generation units, fuels or resources, including those attributable to the avoidance of environmental impacts on air, soil or water, such as the emission of any oxides of nitrogen, sulfur or carbon or of mercury, or other gas or chemical, soot, particulate matter or other substances attributable to the Solar Facility or the compliance of the Solar Facility and/or the energy output of the Solar Facility with the law, rules and standards of any governmental authority, the United Nations Framework Convention on Climate Change (the "***UNFCCC***") or the Kyoto Protocol to the UNFCCC or crediting "early action" with a view thereto, the Clean Air Markets Division of the Environmental Protection Agency or successor administrator or any state or federal entity given jurisdiction over a program involving transferability of environmental attributes or the right of Company to report to any federal, state, or local agency, authority or other party that Company owns the environmental attributes associated with the energy output from the Solar Facility. "***Environmental Incentives***" include, but are not limited to, all credits (including tax credits), rebates, benefits, reductions, offsets, and allowances and

entitlements of any kind, howsoever entitled, resulting from the Environmental Attributes. Landowner shall not make or publish any public statement or notice regarding any Environmental Incentive, any Environmental Attribute, the energy output or the Gross Revenues from the Solar Facility.

15. Condemnation. As used herein, the term “***Taking***” means the taking or damaging of the Leased Property, the Solar Facility Equipment, the rights granted to Company pursuant to this Lease, the Easements or any part thereof (including severance damage) by eminent domain, condemnation or for any public or quasi-public use. A Party who receives any notice of a Taking shall promptly give the other Party a copy of the notice, and each Party shall provide to the other Party copies of all subsequent notices or information received with respect to such Taking. If a Taking occurs, then the compensation payable therefor, whether pursuant to a judgment, by agreement or otherwise, including any damages and interest, shall be distributed proportionally to Company and Landowner based on the values of their respective interests and rights in this Lease, the Leased Property and the uses thereof, taking into account:

a. with respect to Company: (i) the Taking of or injury to the rights granted to Company pursuant to this Lease, the Easements or the Solar Facility Equipment; (ii) any cost or loss that Company may sustain in the removal and/or relocation of the Solar Facility Equipment, or Company’s chattels and fixtures; and (iii) Company’s anticipated or lost profits, damages because of deterrent to Company’s business and any special damages of Company; and

b. with respect to Landowner, the Taking of the fee title and cost to remove chattels and fixtures.

16. Dispute Resolution.

16.1. Dispute Resolution. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Lease by good-faith negotiation. The cure periods for any alleged default(s) under this Lease disputed in good faith by Company shall be tolled until arbitration of the dispute is completed and the period for any appeal has lapsed.

16.2. Governing Law. This Lease shall be governed by and interpreted in accordance with the laws of the state in which the Leased Property is located.

16.3. Specific Performance. Landowner recognizes that monetary damages for any breach of this Lease may not be sufficient to compensate Company fully for such breach. Accordingly, notwithstanding Section 16.1 above and without derogation of Company’s other rights under this Lease, in the event of any default by Landowner hereunder, Company shall be entitled to specific performance hereof, from any court of competent jurisdiction without first pursuing resolution of the dispute as set forth in Section 16.1.

16.4. LIMITATION ON LIABILITY/WAIVER OF JURY TRIAL. IN NO EVENT, SHALL ANY PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS LEASE. TO THE EXTENT

ENFORCEABLE UNDER APPLICABLE LAW, EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS LEASE OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR COMPANY TO ENTER INTO THIS LEASE.

16.5. Expenses. The non-prevailing Party shall pay the costs of any legal proceedings related to this Lease, including the fees and costs and the legal fees and other out-of-pocket costs of the prevailing Party.

17. Miscellaneous.

17.1. Confidentiality. To the extent possible under Colorado's Open Records Act, C.R.S. § 24-72-200.1 *et seq.*, Landowner shall maintain in the strictest confidence, for the sole benefit of Company, all information pertaining to the terms and conditions of this Lease, including, without limitation, the financial terms of, and payments under, this Lease, Company's site design and product design, methods of operation, methods of construction, power production or availability of the Solar Facility Equipment, and the like, whether disclosed by Company or discovered by Landowner, unless such information is in the public domain by reason of prior publication. Landowner shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others. This provision shall survive the termination or expiration of this Lease. The Parties recognize that Landowner, as a municipality, is subject to the Colorado Open Records Act, C.R.S. § 24-72-200.1 *et seq.* The Parties acknowledge and intend that the information described above is or may be of the type recognized by C.R.S. § 24-72-101(3)(a)(IV) as confidential commercial information, privileged information, or trade secrets. With respect to any portion of such information that may not fit within those statutory parameters, the following procedures shall be followed:

17.2. In the event Landowner shall receive a request for disclosure of any information that Landowner deems it is or may be required to disclose under the Colorado Open Records Act, it shall notify Company of that request. Recognizing that Landowner has, in general, 3 days to respond to any such request, telephone or email notice shall be adequate;

17.3. (ii) If Company desires Landowner to deny disclosure of the confidential information pursuant to the provisions of C.R.S. § 24-72-204(3)(a)(IV) or any other law, Company shall immediately notify Landowner of Company's assertion of privilege or confidentiality in the information, and agrees to indemnify and hold harmless Landowner from all damages, including costs, fines, any attorneys fees awarded against Landowner, and reasonable attorneys fees incurred by Landowner, in denying the inspection and defending that denial as necessary, in the event Landowner determines there is a reasonable good faith basis to assert such denial and proceeds to do so on behalf of Company.

17.4.

17.5. Brokerage Commissions. Each of Landowner and Company warrants and represents to the other that there are no brokers' commissions, finders' fees or any other charges due to any broker, agent or other party in connection with the negotiation or execution of this Lease, or on behalf of either of them. Each Party shall indemnify, defend, protect and hold the other Party harmless from and against all damages, losses, costs, expenses (including reasonable attorneys' fees), liabilities and claims with respect to any claims made by any broker or finder based upon such broker's or finder's representation or alleged representation of such indemnifying Party.

17.6. Waiver of Nuisance. Landowner has been informed by Company and understands that the presence and operations of the improvements on the Leased Property and the Adjacent Property will potentially result in some nuisance to Landowner, such as higher noise levels than currently occur at the Leased Property and the surrounding area and visual impact. Landowner hereby accepts such nuisance and waives any right that Landowner may have to object to such nuisance (and Landowner releases Company from any claims Landowner may have with respect to any such nuisance).

17.7. Successors and Assigns. This Lease shall burden the Leased Property and shall run with the land. All of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, assigns, subtenants, and licensees. Unless expressly provided herein, no third party, other than such heirs, legal representatives, successors, assigns, subtenants, and licensees will be entitled to enforce any or all of the provisions of this Lease or will have any rights hereunder whatsoever.

17.8. Memorandum of Lease. At any time during the Term and upon Company's request, the Parties shall execute a memorandum of this Lease in form and substance substantially similar to the form of memorandum of lease attached hereto as Exhibit D, or an amendment to any such memorandum of this Lease. Company shall be entitled to record said memorandum at its sole discretion. In the event of any inconsistency between the terms and provisions of this Lease and those contained in such memorandum of Lease, the terms and provisions of this Lease shall control. Landowner further consents to the recordation of the interest of any Solar Facility Mortgagee, Interested Party or assignee of Company's interest in this Lease.

17.9. Notices. All notices pursuant to this Lease shall be in writing and shall be sent only by the following methods: (i) personal delivery, (ii) mail (first-class and certified, return-receipt requested, postage prepaid), or (iii) delivery by an overnight courier service which keeps records of deliveries (such as, by way of example but not limitation, Federal Express and United Parcel Service). For purposes of giving notice hereunder, the respective addresses of the parties are, until changed as hereinafter provided, the following:

To Landowner:

City of Alamosa
300 Hunt Avenue
Alamosa, CO 81101
719-589-2593

To Company:

Alamosa South Solar CSG LLC
c/o Community Energy Solar, LLC
Attn: Controller
Three Radnor Corporate Center - Suite 300
100 Matsonford Road
Radnor, PA 19087
[need a phone number]

Any Party may change its address at any time by giving written notice of such change to the other Party in the manner provided herein. All notices shall be deemed given on the date of personal delivery or, if mailed by certified mail or overnight courier, on the delivery date or attempted delivery date shown on the return-receipt.

17.10. Entire Agreement/Amendments. This Lease and the attached Exhibits constitute the entire agreement between Landowner and Company regarding its subject matter, and replace and supersede any prior agreements and understandings between the Parties relating thereto whether written, verbal or otherwise. This Lease shall not be modified or amended except in a writing signed by both Parties or their lawful successors in interest.

17.11. Interpretation. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Lease.

17.12. Partial Invalidity. Should any provision of this Lease be held, in a final and unappealable decision by a court of competent jurisdiction, to be invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Lease, in no event shall the Term be for longer periods than permitted by applicable law.

17.13. Time of Essence. Time is of the essence with regard to the terms and conditions of this Lease.

17.11. Waiver. No provision of the Lease will be deemed waived by either Party unless expressly waived in writing signed by the waiving Party. No waiver will be implied by delay or any other act or omission of either Party. No waiver by either Party of any provision of this Lease will be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

17.12. Survival. Whether or not specifically noted within any section or provision of this Lease, any provision of this Lease which must survive termination of this Lease in order to be effective will so survive such termination.

17.13 Counterparts. This Lease may be executed in counterparts, which taken together

shall constitute one agreement, binding on all the Parties hereto even though all the Parties are not signatories to the original or the same counterpart.

* * * * *

EXHIBIT B

- DESCRIPTION OF LEASED PROPERTY -

Landowner owns the real property located at northwest of the intersection of Road 110 S and 20th St, in the City of Alamosa, Alamosa County, CO, more specifically described by Alamosa County as Parcel ID # 541315100018 and totaling approximately 35 acres (“**Landowner’s Property**”).

Landowner desires to lease to Company a portion of Landowner’s Property, as generally depicted in red in the map below, comprising a total of approximately 12 acres (“**Leased Property**”).

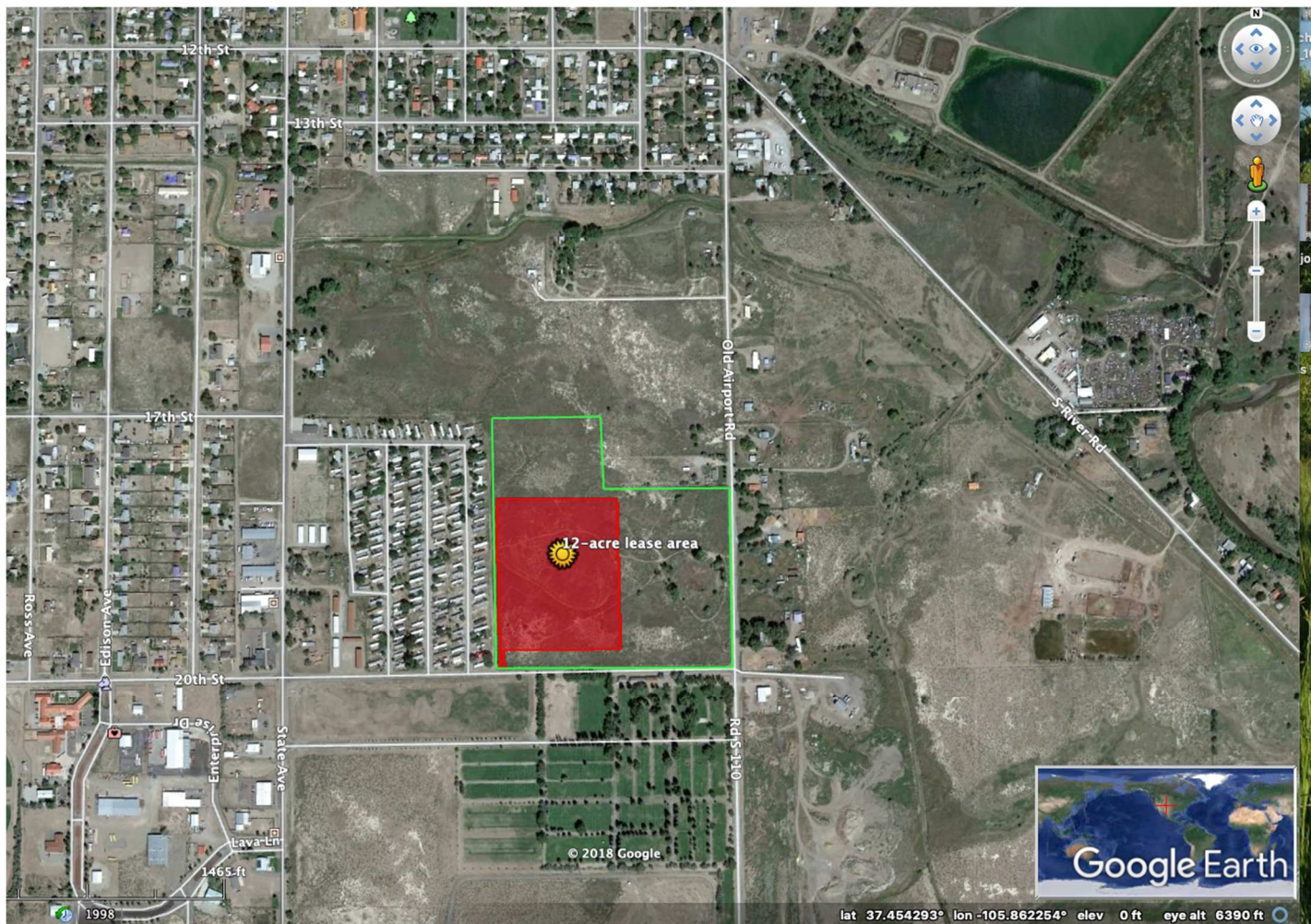


EXHIBIT C
- FORM W-9 -

Form W-9 (Rev. November 2017) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ► Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.										
Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.											
	2 Business name/disregarded entity name, if different from above											
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____											
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)											
	5 Address (number, street, and apt. or suite no.) See instructions.											
6 City, state, and ZIP code												
7 List account number(s) here (optional)												
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.												
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="2" style="text-align: center;">Social security number</td></tr><tr><td style="width: 25%; text-align: center;">[][]-[][]-[][][][]</td><td style="width: 75%;"></td></tr><tr><td colspan="2" style="text-align: center;">or</td></tr><tr><td colspan="2" style="text-align: center;">Employer identification number</td></tr><tr><td style="width: 25%; text-align: center;">[][]-[][][][]-[][][][]</td><td style="width: 75%;"></td></tr></table>			Social security number		[][]-[][]-[][][][]		or		Employer identification number		[][]-[][][][]-[][][][]	
Social security number												
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Employer identification number												
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.												
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 60%;">Sign Here Signature of U.S. person ► _____</td><td style="width: 40%;">Date ► _____</td></tr></table>			Sign Here Signature of U.S. person ► _____	Date ► _____								
Sign Here Signature of U.S. person ► _____	Date ► _____											
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. - Form 1099-INT (interest earned or paid) - Form 1099-DIV (dividends, including those from stocks or mutual funds) - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) - Form 1099-S (proceeds from real estate transactions) - Form 1099-K (merchant card and third party network transactions) - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) - Form 1099-C (canceled debt) - Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i>												

EXHIBIT D
- FORM OF MEMORANDUM OF LEASE -

See attached

SOLAR FARM SITE CONTROL AGREEMENT

This Solar Farm Site Control Agreement ("*Agreement*") is entered into as of April 18, 2018 ("*Effective Date*"), by and between The City of Alamosa ("*Landowner*") with an address of 300 Hunt Ave. and Alamosa South Solar CSG, LLC, a Delaware limited liability company, with an address of 3 Radnor Corporate Center, 100 Matsonford Road, Suite 300, Radnor, PA 19087 ("*Company*" or "*CESD*").

RECITALS

- A.** Company and Landowner are engaged in negotiations to enter into a ground lease for purposes of developing and operating a solar energy facility ("*Solar Facility*") located on certain real property owned by Landowner and located in **Alamosa County, CO**, as further described and depicted on Exhibit A which is attached hereto and incorporated herein by this reference (the "*Property*").
- B.** If the above negotiations result in the full execution of a binding ground lease, the Solar Facility will consist of ground mounted photovoltaic solar panels, cabling, inverters, transformers, equipment necessary for interconnecting the Solar Facility to the electrical distribution or transmission system and all other facilities and improvements necessary for operation and maintenance of the Solar Facility.
- C.** Company intends to undertake due diligence investigations of the suitability of Landowner's Property for the development, construction and operation of the Solar Facility.
- D.** Landowner is willing to cooperate with development of the Solar Facility and will work with Company and its affiliates in good faith negotiations towards a mutually acceptable ground lease agreement.

AGREEMENT

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landowner and Company agree to the following terms:

- 1. Cooperation in Development Activities.** Landowner agrees to cooperate with Company in its development activities as follows:
 - a. Landowner agrees to allow Company to include its Property in applications, drawings or exhibits that may be used related to the development of a Solar Facility on the Property.
 - b. Landowner agrees to grant Company, its employees, agents, contractors or subcontractors, at Company's sole cost and expense, the right to enter the Property for purposes of conducting due diligence for the Solar Facility. Due diligence purposes include, but are not limited to,

surveying, soil borings, environmental assessments, the temporary (time frame coincident with the Term, as defined below, of this Agreement) installation, inspection, maintenance and removal of solar resource monitoring equipment and other related activities necessary for the development of the Solar Facility.

Landowner or Landowner's agent shall have the right to accompany Company and each of its representatives during any entry.

Upon completion of the inspection and tests, Company, at Company's sole cost and expense, shall fill all test holes and excavations, repair all damage to the Property, return the Property to its original state, and shall remove any debris caused by any inspection, test or sampling performed on behalf of Company.

c. Company agrees to indemnify and hold harmless Landowner from and against any and all damages, claims, actions, penalties, liabilities, judgments, losses and expenses, including attorney's fees and litigation costs, incurred by or asserted against Landowner as a result of or arising out of (i) Company's entry upon the Property; (ii) the entry of any individuals conducting or assisting in the studies, tests, borings, surveys, evaluations or inspections at the Property on behalf of Company; and (iii) location of any equipment on the Property by Company or any individuals conducting or assisting in the studies, tests, borings, surveys, evaluations or inspections at the Property on behalf of Company;

d. During the Term of this Agreement, Landowner shall not enter into any agreement that would otherwise preclude Company from developing the Solar Facility on the Property or otherwise prevent Company from accessing nearby substations and/or transmission lines necessary for the operation of the Solar Facility via access and/or utility easements. This provision shall not prohibit Landowner from negotiating the sale or lease of the Property to any third party during the Term of this Agreement.

2. Term and Payments to Landowner.

a. This Agreement will be effective as of the Effective Date and shall automatically expire two years (2) after the Effective Date (the "*Interim Site Control Term*"), upon the execution of a ground lease agreement between the parties or upon the termination of this Agreement in accordance with Article 6, below, whichever occurs first.

b. In consideration for entering into this Agreement, Company shall pay Landowner \$1,000 per year, for the duration of the Interim Site Control Term.

3. Future Lease Terms. The parties intend to execute a ground lease agreement (the "Lease") which shall contain the following agreed upon terms, among others:

a. Commercialization Date. The "*Commercialization Date*" for the Solar Facility means the date on which "Groundbreaking" occurs. As used herein, "Groundbreaking" shall mean the earlier of (a) when earth is moved for the improvement of the Property for the construction of the Solar Facility, or (b) when the first Solar Facility support structure is installed below grade at the Property. Movement of earth for evaluation of the Property shall not be considered

Groundbreaking and shall not cause the Commercialization Date to occur. Company shall notify Landowner promptly if and when the Commercialization Date occurs.

b. Development Feasibility Term. The Development Feasibility Term shall commence on the Effective Date of the lease and end on the earlier to occur of the Commercialization Date or three (3) years after the Effective Date (the "*Development Feasibility Term*", being inclusive of the Interim Site Control Term) subject to two (2), one (1) year options to extend at Company's discretion. If the Commercialization Date does not occur prior to expiration of the Development Feasibility Term, then the Lease shall terminate. During the Development Feasibility Term, Company shall be responsible to pay Development Feasibility Term Rent (as defined below), any increase in the property taxes, rental taxes, development fees and all improvements and costs associated with the development of the Solar Facility on the Property.

c. Commercial Term. The Commercial Term shall begin on the Commercialization Date and last for a period of thirty (30) years, subject to two (2), ten (10) year options to extend at Company's discretion. During the Commercial Term, Company shall be responsible to pay Commercial Term Rent (as defined below), any increase in the property taxes, rental taxes, development fees and all improvements and costs associated with the development of the Solar Facility on the Property.

d. Development Feasibility Term Rent. \$1000.00 per year.

e. Commercial Term Rent. \$500.00 per acre per year, escalating at 1% annually.

4. Amendments. No modification, extension, or renewal of this Agreement will be binding upon either party unless made in writing and signed by an authorized representative of each party.

5. Confidential Information. Company may conspicuously label any documentation, technical and business information provided by Company to Landowner in the course of performing this Agreement as "Confidential Information." Landowner agrees to hold any so-labeled documentation or information in strictest confidence, and not to disclose to any person or use in any way for that party's own or another's benefit, except to its attorneys, accountants, and real estate brokers, or after court order or other resolution of a request made pursuant to the Colorado Open Records Act, C.R.S § 24-72-200.1 et seq. The parties recognize Landowner is subject to the Colorado Open Records Act, and that disclosure of what Company has designated confidential information may be required by a court of law. In the event a request is made for such records under the Act, Landowner shall notify Company of such request within three days thereof, and Company may choose to indemnify Landowner for all costs in making an objection to such disclosure so long as Landowner, in its discretion, determines that an argument for non-disclosure can reasonably be made. Company's election to object to any request must be made within three days of being notified of the request.

6. Termination. Company may terminate this Agreement as to all or any portion of the Property at any time during the Term of this Agreement. Company and Landowner agree that the execution of this Agreement shall not obligate either party to subsequently execute a ground lease.

7. **Landowner Contact Information.**

Landowner Name: *City of Alamosa, Public Works Director*
Landowner Address: *300 Hunt Avenue, Alamosa CO 81101*
Landowner Phone: *719-584-2593*
Landowner Email:

8. **Successors and Assigns.** This Agreement shall run with the land, and may be assigned subject to the same terms and conditions. This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and assigns.

9. **Further Assurances.** Each party agrees to cooperate with the other party and to execute any additional documents reasonably necessary or proper to carry out the provisions and spirit of this Agreement.

10. **Entire Agreement.** This written document constitutes the entire agreement between the parties as to the subject matter set forth herein and all prior or contemporaneous agreements, understandings and representations whether written or oral, between the parties relating to the subject matter set forth herein are merged in and are superseded by this Agreement. There are no oral promises, conditions, representations, understandings or terms of any kind as to the subject matter set forth herein otherwise in effect between the parties that are not set forth in this written contract document.

11. **Counterparts.** This Agreement may be executed in counterparts, which taken together shall constitute one agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF, Landowner and Company have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

Landowners:

By: 

Name: Heather Brooks

Title: City Manager

By: _____

Name: _____

Title: _____

Company:

Alamosa South Solar CSG, LLC

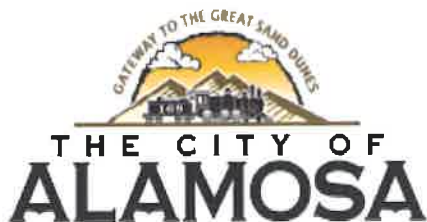
By: 

Name: Eric Blank

Title: Manager

EXHIBIT A
SOLAR FARM SITE CONTROL AGREEMENT

The property shall a portion of the parcel in Alamosa County, CO known as Tax ID 541315100018, located northwest of the intersection of Road 110 S and 20th St containing between 4 and 15 acres.



City of Alamosa
Public Works Department
300 Hunt Avenue
Alamosa, Colorado, 81101
(719) 589-6631

Conditional Use Permit No. 03-2019

Owner: Alamosa Solar South CSG LLC on behalf of City of Alamosa

If applicant is not owner, proof of authority to act on behalf of owner is required

Address of Permitted Property: 399 Twentieth St

Current Zoning: A **Current Land Use:** Vacant

Approved Use: Utility

Legal Description: FR SE4NE4, 15-37-10 NMPM

PERMIT AUTHORIZING CONDITIONAL USE,

Findings

1. The owners of the real property described above have filed an application for a Conditional Use Permit proposing a conditional use,
2. This Conditional Use Permit is granted subject to the following terms and conditions to ensure compliance with Section 21-3-302 of the Unified Development Code:
 - A 6' chain-link perimeter fence be installed with a vision screening element on the south, east, and west sides.

Planning Commission


Planning Commission Chair


Planning Commission Secretary

5/22/19
Date

Ratified by City Council on

Date

Attest

City Mayor

City Clerk

Date