City of Louisville
COLORADO • SINCE 1878

City Council

Agenda

Tuesday, March 18, 2025
Council Chambers
749 Main Street
6:00 PM

Members of the public are welcome to attend and give comments remotely; however, the in-person meeting may continue even if technology issues prevent remote participation.

- *You can call in to +1 719 359 4580 or 877 853 5247 (toll free)*
  Webinar ID #876 9127 0986.
- *You can log in via your computer. Please visit the City's website here to link to the meeting: www.louisvilleco.gov/council*

The Council will accommodate public comments during the meeting. Anyone may also email comments to the Council prior to the meeting at Council@LouisvilleCO.gov.

1. CALL TO ORDER & ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF AGENDA

4. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA AND ITEMS ON THE CONSENT AGENDA

Public comments are limited to 3 minutes per speaker. When several people wish to speak on the same position on a given item, Council requests they select a spokesperson to state that position.

5. CONSENT AGENDA

The following items on the City Council Agenda are considered routine by the City Manager and shall be approved, adopted, accepted, etc., by motion of the City Council and voice vote unless the Mayor or a City Council person specifically requests an item be considered under "Regular Business." In such an event the item shall be removed from the "Consent Agenda" and Council action taken separately on said item in the order appearing on the Agenda. Those items so approved under the heading "Consent Agenda" will appear in the Council Minutes in their proper order.

A. Approval of Bills

B. Resolution No. 15, Series 2025 – A Resolution Authorizing Changes to the Approved Signers for the City's Banking and Financial Accounts

C. Parks, Recreation, and Open Space (PROS) Long-Range Plan and Trails Master Plan Award

i. Award the Parks, Recreation and Open Space Department Long-Range Plan and Trails Master Plan Projects to DTJ Design, Inc.

ii. Approve a Not-to-Exceed Consulting Contract with DTJ Design, Inc. and Authorize Staff to Execute Change Orders Within the Identified Budget of $400,000.00

D. Resolution No. 16, Series 2025 – A Resolution Setting the 2025 Sewer Use Regulation Fees & Charges for the City of Louisville, Colorado

E. Resolution No. 17, Series 2025 – A Resolution Setting Sewer Tap Fees for the City of Louisville, Colorado

F. Approval of a Sole Source Agreement with Spronk Water Engineers for 2025 Water Rights Administration

6. COUNCIL INFORMATIONAL COMMENTS AND COMMITTEE REPORTS

7. CITY MANAGER'S REPORT

8. REGULAR BUSINESS

A. ORDINANCE NO. 1892, SERIES 2025 – AN ORDINANCE AMENDING TITLE 17 AND TITLE 3 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING THE REGULATION OF ACCESSORY DWELLING UNITS IN THE CITY OF LOUISVILLE (1ST READING, SET PUBLIC HEARING FOR 04/15/2025)

- Introduction
- Action

B. ORDINANCE NO. 1893, SERIES 2025 – AN ORDINANCE AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE TO MODIFY THE DEFINITION OF FAMILY (1ST READING, SET PUBLIC HEARING FOR 04/15/2025)

- Introduction
- Action

C. LANDMARK DESIGNATION AND GRANT REQUEST – 509 LAFARGE AVENUE

i. RESOLUTION NO. 18, SERIES 2025 – A RESOLUTION APPROVING A LANDMARK DESIGNATION FOR A HISTORICAL RESIDENTIAL PROPERTY LOCATED AT 509 LAFARGE AVENUE

ii. RESOLUTION NO. 19, SERIES 2025 – A RESOLUTION APPROVING A PRESERVATION AND RESTORATION GRANT FOR THE LECOMTE HOUSE LOCATED AT 509 LAFARGE AVENUE

- Mayor Opens Public Hearing
- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Mayor Closes Public Hearing
- Action

D. RESOLUTION NO. 20, SERIES 2025 – A RESOLUTION APPROVING THE TEMPORARY WAIVER OF CERTAIN FEES FOR THE DOWNTOWN SEASONAL PATIO PROGRAM

- Mayor Opens Public Hearing
- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Mayor Closes Public Hearing
- Action

E. WILDFIRE MITIGATION CAMPAIGN DEVELOPMENT CONTRACT WITH FORS MARSH

- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Action

F. DISCUSSION/DIRECTION – COMCAST CABLE FRANCHISE RENEWAL

- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Action

9. CITY ATTORNEY'S REPORT

10. IDENTIFICATION OF FUTURE AGENDA ITEMS

11. ADJOURN

ITEMS TENTATIVELY SCHEDULED FOR REGULAR MEETING 4/1/2025

This list is not inclusive; items are subject to change; additional items may be added.

- Contractor Licensing Requirements Amendment – 2nd Reading
- Comcast Franchise – 1st Reading
- Water to Wastewater Loan – 1st Reading
- Block Party Trailer Donation Budget Amendment
- Updates to Historic Structure Assessment Grant Program
- Utility Rate Update
- Drying Bed Media Replacement Contract
- Microsoft Support Contract Addendum
- Zscaler VPN Replacement Contract
- Arctic Wolf Contract
- Construction Manager for Downtown Streetscape
- Amendment to BAP for Parcel O Productions and Relish
- South Street Underpass Final Design Contract
- Intergovernmental Agreement with City of Boulder – Davidson Mesa Open Space
- Pool Deck Resurfacing Contract
- Golf Maintenance Building Architectural Services Contract

CASH ACCOUNT: 001000 101001 WARRANT: 02272025 02/27/2025

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
15661	DIRSEC LLC	Palo Alto firewall softwa	5,927.16
15661	DIRSEC LLC	Palo Alto Firewall Softwa	477.97
6258	ENVIROTECH SERVICES INC	Ice Slicer RS Customer #1	3,255.61
6258	ENVIROTECH SERVICES INC	Ice Slicer RS Customer #1	3,741.34
6258	ENVIROTECH SERVICES INC	Ice Slicer RS Customer #1	3,700.27
6258	ENVIROTECH SERVICES INC	Ice Slicer RS Customer #1	3,654.95
6258	ENVIROTECH SERVICES INC	Ice Slicer RS Customer #1	3,717.26
6258	ENVIROTECH SERVICES INC	Ice Slicer RS Customer #1	3,663.45
6258	ENVIROTECH SERVICES INC	Ice Slicer RS Customer #1	3,618.14
6258	ENVIROTECH SERVICES INC	Ice Slicer RS Customer #1	3,763.99
6258	ENVIROTECH SERVICES INC	Ice Slicer RS Customer #1	3,605.39
6258	ENVIROTECH SERVICES INC	Customer #10327	3,609.64
6258	ENVIROTECH SERVICES INC	Customer #10327	3,543.08
6258	ENVIROTECH SERVICES INC	Customer #10327	3,568.57
6258	ENVIROTECH SERVICES INC	Customer #10327	3,511.93
6258	ENVIROTECH SERVICES INC	Customer #10327	3,596.89
6258	ENVIROTECH SERVICES INC	Customer #10327	3,462.36
6258	ENVIROTECH SERVICES INC	Customer #10327	3,863.12
6258	ENVIROTECH SERVICES INC	Customer #10327	3,395.81
6258	ENVIROTECH SERVICES INC	Customer #10327	3,506.26
99999	Jessica Schwartz	Operation expense for chi	57.91
10951	PINNACOL ASSURANCE	Policy #4206615 2/9 insta	24,778.79
10884	WORD OF MOUTH CATERING INC	Word of mouth - Lunches 0	4,120.25
	23 INVOICES	WARRANT TOTAL	100,140.14

CASH ACCOUNT: 001000 101001 WARRANT: 030625 03/06/2025

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
1122	BRETSA	ACCT #9020936011	48.25
14947	DONNA C LAURITA	2024 ART GRANT	1,000.00
99999	Kristen Bodine	Reimbursement for Caterin	137.19
99999	Adrian Severson	Travel reimbursement - 02	899.45
15254	NORTHSIDE TTC	November - December Table	2,944.80
15254	NORTHSIDE TTC	January and February Tabl	3,168.00
15991	PLAY IT FUNWARD	Arcade Bus for Fire stati	800.00
10474	ROSE'S MOBILE D.J.	DJ - 02/08/2025	350.00
15497	SENERGY PETROLEUM LLC	City Fuel Purchase	15,345.55
	9 INVOICES	WARRANT TOTAL	24,693.24

CASH ACCOUNT: 001000 101001 WARRANT: 031825 03/18/2025

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
15080	ACTIVE MINDS	EDI program - Foundation	235.00
14121	ACUSHNET COMPANY	Account #US00002149	2,601.98
14121	ACUSHNET COMPANY	Account #US00002149	1,142.39
14121	ACUSHNET COMPANY	Account #US00002149	367.93
14121	ACUSHNET COMPANY	Account #US00002149	2,772.54
14547	ADIDAS AMERICA INC	Cust #38058001	1,224.00
14448	ADVANTAGE MOBILE UPHOLSTERY LL	Fitness Equipment Upholst	783.65
15333	AKILA ARUMUGAM	Indian Recipe presentatio	275.00
14737	ALEX THOELE	Guitar classes - FEB 2025	1,484.00
1006	ALL CURRENT ELECTRIC INC	Building Inspections - Cu	3,750.00
14164	ALPINE BANK	#5300089001 Solar Panel L	3,729.33
14164	ALPINE BANK	#5300177601 Solar Panel L	5,429.18
15976	AQUA IMPORTS	LPLF March Aquarium Maint	240.00
15788	ARROW STAGE LINES	Client ID louireckb	2,819.00
15803	AUSMUS LAW FIRM, P.C.	Prosecuting Attorney Serv	1,500.00
5001	BACKFLOW TECH	Backflow Testing and Repa	175.00
14282	BIBLIOTHECA LLC	Bibliotheca Service contr	23,725.58
14251	BK TIRE INC	Open Space Tires - PO #53	453.16
14140	BLUE RIVER FORESTRY & TREE CAR	Stump Removal at Dutch Cr	1,105.00
15910	BOB MURRAY & ASSOCIATES	City Manager Recruitment	4,277.12
640	BOULDER COUNTY	January 2025 BC Co-Respon	17,974.85
8371	BOULDER VALLEY SCHOOL DISTRICT	LES Gym Rental	4,479.50
8371	BOULDER VALLEY SCHOOL DISTRICT	Fireside Soccer Field	630.00
8371	BOULDER VALLEY SCHOOL DISTRICT	Fireside Soccer Field	1,225.00
8371	BOULDER VALLEY SCHOOL DISTRICT	Fireside Soccer Field	315.00
8371	BOULDER VALLEY SCHOOL DISTRICT	LES Soccer Field	2,310.00
8371	BOULDER VALLEY SCHOOL DISTRICT	LES Soccer Field	3,115.00
8371	BOULDER VALLEY SCHOOL DISTRICT	LES Soccer Field	805.00
8371	BOULDER VALLEY SCHOOL DISTRICT	LES Gym Rental	232.50
8371	BOULDER VALLEY SCHOOL DISTRICT	LES Gym Rental	232.50
8371	BOULDER VALLEY SCHOOL DISTRICT	LES Soccer Field	5,512.50
15892	BROWN & BROWN INSURANCE SERVIC	Acct #830229	13,500.00

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VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14403	CALLAWAY GOLF	Callaway golf equipment -	254.28
14403	CALLAWAY GOLF	Golf equipment - Truvis -	570.36
14403	CALLAWAY GOLF	Golf Equipment - Acct #18	4,256.67
14403	CALLAWAY GOLF	Golf Equipment - Acct #18	127.14
14403	CALLAWAY GOLF	Golf Equipment - Acct #18	877.37
14403	CALLAWAY GOLF	Callaway golf equipment -	713.78
14403	CALLAWAY GOLF	Callaway golf equipment -	126.30
14403	CALLAWAY GOLF	Callaway golf equipment -	126.30
14036	CENTER COPY BOULDER INC	Spring 2025 Newsletter Pr	7,551.32
14688	CESCO LINGUISTIC SERVICES	SPANISH INTERPRETER 12/10	170.00
15216	CHARLES D JONES CO	Customer #12341	62.18
2220	CHEMTRADE CHEMICALS US LLC	Water Plant Chemicals - A	7,048.37
4785	CINTAS CORPORATION #66	Staff uniforms	277.23
4785	CINTAS CORPORATION #66	Staff Uniforms	283.95
13260	CLIFTON LARSON ALLEN LLP	Acct #A509999 - Services	12,893.35
14636	COLO COMMUNITIES FOR CLIMATE A	CC4CA Member Dues	5,225.00
1120	COLORADO ANALYTICAL LABORATORY	Langelier Index Customer	119.00
1120	COLORADO ANALYTICAL LABORATORY	Coliform Client Project #	144.00
1120	COLORADO ANALYTICAL LABORATORY	Flouride,Cooler&Courier C	81.20
1120	COLORADO ANALYTICAL LABORATORY	Chlorite,Cooler&Courier C	396.00
1120	COLORADO ANALYTICAL LABORATORY	Alkalinity Client Project	146.00
1120	COLORADO ANALYTICAL LABORATORY	Coliform - Client Project	126.00
1120	COLORADO ANALYTICAL LABORATORY	Coliform	126.00
1120	COLORADO ANALYTICAL LABORATORY	WWTP - Solids - Monthly	240.00
1120	COLORADO ANALYTICAL LABORATORY	WWTP - Influent- Weekly	180.20
1120	COLORADO ANALYTICAL LABORATORY	WWTP-Influent- Weekly	180.20
1120	COLORADO ANALYTICAL LABORATORY	Annual Grit & Rags	447.00
1120	COLORADO ANALYTICAL LABORATORY	South Water Plant Quarter	79.40
1120	COLORADO ANALYTICAL LABORATORY	Langelier Index	54.00
14305	COLORADO INFORMATION SHARING C	2025 CISC Membership Fee	875.00
15761	COLORADO OUTHOUSE LLC	Customer ID C147 - Pirate	201.25
15761	COLORADO OUTHOUSE LLC	Customer ID C147 - Centen	201.25
6448	COLORADO WASTEWATER UTILITY CO	2025 Membership Dues	690.00
14917	CONSERVE-A-WATT LIGHTING INC	Customer #11167	153.36
13567	CONSOLIDATED ELECTRICAL DISTRI	Acct #F856755	16.04
13567	CONSOLIDATED ELECTRICAL DISTRI	Tax Adjustment from inv#0	-1.33

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VENDOR	VENDOR NAME	PURPOSE	AMOUNT
15611	CONTROLOGY STUDIO LLC	Contrology Pilates Classe	1,078.00
15304	CORONA ENVIRONMENTAL CONSULTIN	Marshall Fire Recovery Se	5,965.00
6137	COTTONWOOD DITCH COMPANY	2025 Shareholder Dues	1,440.00
12428	CUMMINS SALES AND SERVICE	Customer #479194	1,469.00
12428	CUMMINS SALES AND SERVICE	Customer #479194	1,169.75
12428	CUMMINS SALES AND SERVICE	Customer #479194	1,030.43
15769	CURTIS, JUSTUS, & ZAHEDI, LLC	Services - February 2025	7,364.00
15036	DAVID J. THROWER	Municipal Judge Services	2,800.00
11476	DBC IRRIGATION SUPPLY	Irrigation materials and	17.35
15149	DENALI WATER SOLUTIONS LLC	WWTP Biosolids Hauling 20	3,139.78
15149	DENALI WATER SOLUTIONS LLC	WWTP Biosolids Hauling 20	2,121.91
15149	DENALI WATER SOLUTIONS LLC	Customer #1120056	2,264.40
15689	DENVER WINPUMP CO	Customer #00321-002908	3,401.78
12841	ECONOMIC & PLANNING SYSTEMS IN	Professional Services 1/1	4,987.50
14835	EDGE CONTRACTING INC	Proj #503499-660287 - Wor	109,264.25
1960	FARMERS RESERVOIR & IRRIGATION	2023-2024 FRICO	24,719.82
14606	FEHR AND PEERS	Technology Grant and Traf	460.00
14893	FLATIRONS STUMP REMOVAL	Stump Removal at Enclave	590.00
15544	FOREUP GOLF SOFTWARE	Customer ID AzZMxBTCI3jf3	2,531.28
14936	GOLDEN AUTOMATION LLC	Server Migration field se	1,626.50
14936	GOLDEN AUTOMATION LLC	Field Service - Server Mi	1,534.00
2310	GRAINGER	Acct #802864512	220.65
15235	GRAVES CONSULTING LLC	Survey Data Submission	3,500.00
15025	GREGORY MARK FIELDS	25% "Deposit" for Colorad	3,500.00
2405	HACH COMPANY	Solitax Sensor, ORP Probe	25,500.00
2405	HACH COMPANY	Acct #094039	1,078.59
2405	HACH COMPANY	Acct #094039	81.20
2405	HACH COMPANY	Acct #094039	688.00
15261	WESTERN PAPER DISTRIBUTORS	Trash Bags - Customer #24	1,876.80

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VENDOR	VENDOR NAME	PURPOSE	AMOUNT
15261	WESTERN PAPER DISTRIBUTORS	Parks toilet paper - Cust	604.70
14938	INNOVISE BUSINESS CONSULTANTS	Acct# CITYOFL-01 Solar Po	13,419.00
14938	INNOVISE BUSINESS CONSULTANTS	2025 Crime Policy Renewal	4,612.00
14938	INNOVISE BUSINESS CONSULTANTS	Wind/Hail Buyback - March	226,378.33
13778	INVISION GIS LLC	InVision GIS Professional	8,937.50
13637	ISDC	Dancers at Louisville Rec	150.00
15279	IXOM WATERCARE INC	IXOM Bill Plan	14,200.00
14239	JC GOLF ACCESSORIES	Account COALCRK	209.78
14239	JC GOLF ACCESSORIES	Account COALCRK	557.00
11289	JVA INC	WWTP Solids Handling Jan	30,447.73
15499	KATHRYN A MIHELIC	Pickleball Classes - Febr	1,526.00
2360	KELLY PC	Legal Services through 2/	38,522.60
14219	KIMLEY-HORN AND ASSOCIATES INC	SCWTP Residual Management	11,170.00
15754	LIGHTHOUSE TRANSPORTATION GROU	Traffic Signal Maintenanc	4,766.96
5432	LOUISVILLE FIRE PROTECTION DIS	R. Gonzales Blood Draw 2/	35.00
5432	LOUISVILLE FIRE PROTECTION DIS	P. Larsen Blood Draw 2/16	35.00
14068	MAC EQUIPMENT INC	New v-plow for Polar Trac	4,695.00
15082	MALLORY SAFETY & SUPPLY LLC	Gas Monitor - Customer #1	723.44
15474	MARMOT LIBRARY NETWORK, INC.	Data Axle and NYT	2,881.00
6663	MARSHALLVILLE DITCH CO	2025 Assessments (10.5 Sh	4,851.00
13703	MCDONALD FARMS ENTERPRISES INC	Hours- Vac - Fuel Fixed s	2,054.00
13703	MCDONALD FARMS ENTERPRISES INC	Hours- Hotsy, Fuel Fixed	1,354.00
15526	MINES AND ASSOCIATES INC.	Louisville EAP 10 Session	1,708.80
14918	MIZUNO USA INC - NDC	Fitting Center Marketing	250.00
14918	MIZUNO USA INC - NDC	Marketing for fitting cen	250.00
14918	MIZUNO USA INC - NDC	Customer Acct #161027	144.00
14918	MIZUNO USA INC - NDC	Customer Acct #161027	700.35
14918	MIZUNO USA INC - NDC	Customer Acct #161027	1,081.11
14918	MIZUNO USA INC - NDC	Customer Acct #161027	829.44
14918	MIZUNO USA INC - NDC	Credit Memo for Invoice #	-500.00
14918	MIZUNO USA INC - NDC	Account COALCRK	637.15
14918	MIZUNO USA INC - NDC	Acct #161027	1,961.89

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VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14918	MIZUNO USA INC - NDC	Resale Merch - Stand bags	930.24
14918	MIZUNO USA INC - NDC	Resale Merch - Gloves	1,081.05
15068	MODERN DAVINCI LLC	Reference #DA092424DA	3,620.00
14768	MOJOS CLEANING SERVICES INC	Janitorial Services - Mar	36,308.00
15986	O-SUN COMPANY	Model #90 B-WB PS Show Po	1,423.48
15868	OLDE ENGLISH MASONRY, INC.	Parking Lot Masonry Repai	1,350.00
99999	Melanie Beard	Steinbaugh Pavilion Cance	430.00
99999	Michael Chen	Rec Center Refund	107.00
99999	Weifield Group Contracting Inc	Electrical Repair	400.00
99999	Dorinda Gonzalez	Rec Center Refund	60.00
99999	KAPPLER MECHANICAL	Partial Refund for Wrong	782.39
99999	JOHN HATHAWAY	Louisville Rec Center Ref	405.00
99999	JEROLYN OCHS	Louisville Rec Center Ref	362.00
99999	Cord Weatherly	Employee Reimbursement -	468.90
99999	Cord Weatherly	Employee Reimbursement -	110.00
15685	OPERA COLORADO	ATTN Patron Services - St	200.00
14899	OTAK INC	Grading Inspections - Pro	2,590.00
15970	PARK PLACE TECHNOLOGIES, LLC	Customer ID 0128537	10,656.48
14144	PING INC	Resale Merchandise - Cust	715.25
14675	POINT AND PAY LLC	Jan 2025 Credit Card Fees	7,772.06
14844	REPUBLIC SERVICES INC #535	Acct #3-0535-9535390 - Wa	157,089.44
670	RESOURCE CENTRAL	2025 Resource Central Wat	19,450.00
15497	SENERGY PETROLEUM LLC	Cust ID 84628	1,314.08
14396	SPRONK WATER ENGINEERS INC	Accounting and Engineerin	4,500.00
14244	SUNICE USA INC	Resale Merchandise - Cust	2,041.72
15451	SYLVESTER'S MAINTENANCE & MECH	Golf Clubhouse Door Repai	568.80
14729	THE PURPLE PIANO LLC	Yoga Camp 2/17/25	385.00
15960	TRANSWEST TRUCK TRAILER RV	Vehicle lights - Customer	112.26
15560	USABLUEBOOK	Pipe Nipple	6.73
15560	USABLUEBOOK	Customer #69261	23.18
15560	USABLUEBOOK	1" PVC Elbow - qty 2	111.64

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VENDOR	VENDOR NAME	PURPOSE	AMOUNT
4900	VRANESH AND RAISCH LLP	Client Ref #0751 - Windy	864.00
14373	WEIFIELD GROUP CONTRACTING INC	Rec Center Vending Machin	345.00
14373	WEIFIELD GROUP CONTRACTING INC	Electrical Repair at Spor	712.50
14373	WEIFIELD GROUP CONTRACTING INC	Emergency Power Repairs	12,927.55
14373	WEIFIELD GROUP CONTRACTING INC	Electrical Repairs	1,337.50
14373	WEIFIELD GROUP CONTRACTING INC	GFCI & Covers	1,379.32
12997	WHITESTONE CONSTRUCTION SERVIC	Trail Access installation	24,467.25
167	INVOICES	WARRANT TOTAL	1,045,460.47

CITY OF LOUISVILLE

PURCHASE CARD SUMMARY

STATEMENT PERIOD 1/23/25 - 2/19/25

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
1000BULBS.COM	8006244488	KEVIN FREY	FACILITIES	02/10/2025	170.89
3070 - RECREONICS	LOUISVILLE	DANIEL BIDLEMEN	REC CENTER	02/06/2025	831.12
4 RIVERS EQUIPMENT	FREDERICK	JOSE TORRES	OPERATIONS	02/10/2025	60.58
4 RIVERS EQUIPMENT	FREDERICK	SHANE MAHAN	OPERATIONS	01/22/2025	111.60
7SHIFTS	WILMINGTON	PAMELA PETERSON-HOHS	GOLF COURSE	02/12/2025	76.99
A PARKING SERVICES	PLANO	MATT ISABELL	PARKS	01/29/2025	14.00
ABO`S PIZZA LOUISVILLE	LOUISVILLE	BEN REDARD	POLICE	02/05/2025	85.80
ACE EQUIPMENT AND SUPP	HENDERSON	VICKIE ILKO	OPERATIONS	01/23/2025	938.70
ADOBE *ADOBE	4085366000	KURT KOWAR	PUBLIC WORKS	02/08/2025	31.12
ADOBE *ADOBE	4085366000	DEREK COSSON	CITY MANAGER	02/01/2025	79.99
ALL COPY PRODUCTS	DENVER	KATHY MARTIN	REC CENTER	01/30/2025	123.60
ALLDATA	800-859-3282	MASON THOMPSON	OPERATIONS	02/02/2025	125.00
ALPHA GOLF	8187259720	PAMELA PETERSON-HOHS	GOLF COURSE	02/19/2025	44.00
ALPHA GOLF	8187259720	PAMELA PETERSON-HOHS	GOLF COURSE	02/18/2025	104.77
ALPHA GOLF	8187259720	PAMELA PETERSON-HOHS	GOLF COURSE	02/18/2025	44.00
ALPHA GOLF	8187259720	DAVID BARIL	GOLF COURSE	02/11/2025	216.98
AMAZON MARK* 367KS56A3	SEATTLE	JESSE DEGRAW	REC CENTER	02/17/2025	175.00
AMAZON MARK* 3C9708YG3	SEATTLE	PATRICIA MORGAN	REC CENTER	02/15/2025	154.94
AMAZON MARK* 458B005B3	SEATTLE	BILL VALENCIA	WASTEWATER	02/05/2025	11.99
AMAZON MARK* 476OM92R3	SEATTLE	JEFF OWENS	WATER	02/06/2025	99.17
AMAZON MARK* 614YD91X3	SEATTLE	KEVIN FREY	FACILITIES	02/04/2025	34.99
AMAZON MARK* AR0157J93	SEATTLE	KEVIN FREY	FACILITIES	02/11/2025	13.99
AMAZON MARK* BC31X9253	SEATTLE	MASON THOMPSON	OPERATIONS	02/18/2025	18.99
AMAZON MARK* BN3MH49O3	SEATTLE	KEVIN FREY	FACILITIES	02/04/2025	70.82
AMAZON MARK* BQ6SV8CL3	SEATTLE	BENJAMIN FRANCISCO	OPERATIONS	02/12/2025	62.52
AMAZON MARK* GS7N29UV3	SEATTLE	MASON THOMPSON	OPERATIONS	02/17/2025	54.99
AMAZON MARK* JV4WY3GM3	SEATTLE	BILL VALENCIA	WASTEWATER	02/04/2025	89.21
AMAZON MARK* K34L75RI3	SEATTLE	KEVIN FREY	FACILITIES	02/18/2025	7.98
AMAZON MARK* LW8RB1QB3	SEATTLE	KEVIN FREY	FACILITIES	02/09/2025	199.95
AMAZON MARK* MU5QE6LF3	SEATTLE	TREVOR DEPEW	WATER	02/05/2025	5.86
AMAZON MARK* RX1F120T3	SEATTLE	KEVIN FREY	FACILITIES	02/15/2025	14.99
AMAZON MARK* S12W084W3	SEATTLE	DANIEL BIDLEMEN	REC CENTER	02/13/2025	21.73
AMAZON MARK* SJ87G9VG3	SEATTLE	KEVIN FREY	FACILITIES	02/18/2025	15.91
AMAZON MARK* UL95I6L03	SEATTLE	KEVIN FREY	FACILITIES	02/14/2025	25.98
AMAZON MARK* XJ0DK87U3	SEATTLE	KEVIN FREY	FACILITIES	02/11/2025	1,754.65
AMAZON MARK* Z569E2GA2	SEATTLE	JULIE SEYDEL	REC CENTER	02/03/2025	119.96
AMAZON MARK* Z56YC2IG1	SEATTLE	MINDY OLKJER	PUBLIC WORKS	01/22/2025	16.49
AMAZON MARK* Z70M87GH0	SEATTLE	TREVOR DEPEW	WATER	02/04/2025	151.96
AMAZON MARK* Z71OY16S1	SEATTLE	KEVIN FREY	FACILITIES	02/07/2025	34.28
AMAZON MARK* Z71SW3JZ0	SEATTLE	LOGAN JOHNSON	CITY MANAGER	02/02/2025	39.98

AMAZON MARK* Z73HP5OR1	SEATTLE	TREVOR DEPEW	WATER	02/04/2025	28.08
AMAZON MARK* Z73OG9SX0	SEATTLE	KEVIN FREY	FACILITIES	02/06/2025	25.99
AMAZON MARK* Z73QE6MO0	SEATTLE	MASON THOMPSON	OPERATIONS	02/04/2025	94.99
AMAZON MARK* Z74CP96I0	SEATTLE	TREVOR DEPEW	WATER	02/05/2025	59.99
AMAZON MARK* Z75LP2CH0	SEATTLE	PATRICIA MORGAN	REC CENTER	02/01/2025	116.74
AMAZON MARK* Z75ZE2KA1	SEATTLE	TREVOR DEPEW	WATER	02/08/2025	21.98
AMAZON MARK* Z769Q6X91	SEATTLE	BILL VALENCIA	WASTEWATER	02/06/2025	88.03
AMAZON MARK* Z778Y1H80	SEATTLE	MASON THOMPSON	OPERATIONS	02/05/2025	270.00
AMAZON MARK* Z789X25B1	SEATTLE	TREVOR DEPEW	WATER	02/06/2025	55.95
AMAZON MARK* Z79FJ0VQ1	SEATTLE	TREVOR DEPEW	WATER	02/06/2025	22.68
AMAZON MARK* Z79IS31H1	SEATTLE	TREVOR DEPEW	WATER	02/06/2025	49.62
AMAZON MARK* ZC0MY2NI1	SEATTLE	BENJAMIN FRANCISCO	OPERATIONS	01/30/2025	25.98
AMAZON MARK* ZC16P5SC2	SEATTLE	JESSE DEGRAW	REC CENTER	01/24/2025	27.98
AMAZON MARK* ZC4XE9340	SEATTLE	CATHERINE JEPSON	PARKS	01/26/2025	117.36
AMAZON MARK* ZC50057H1	SEATTLE	TREVOR DEPEW	WATER	02/02/2025	76.79
AMAZON MARK* ZC53555I2	SEATTLE	MASON THOMPSON	OPERATIONS	01/22/2025	311.70
AMAZON MARK* ZC5ZX0N11	SEATTLE	PEGGY NORRIS	LIBRARY	01/29/2025	7.99
AMAZON MARK* ZC6UH3IR0	SEATTLE	BEN REDARD	POLICE	01/31/2025	29.99
AMAZON MARK* ZC8H33JP0	SEATTLE	PATRICIA MORGAN	REC CENTER	01/27/2025	73.80
AMAZON MARK* ZC8RT2T10	SEATTLE	MINDY OLKJER	PUBLIC WORKS	02/07/2025	34.99
AMAZON MARK* ZC8RT2T10	SEATTLE	MINDY OLKJER	PUBLIC WORKS	01/27/2025	34.99
AMAZON MARK* ZC8S41MH1	SEATTLE	PATRICIA MORGAN	REC CENTER	02/01/2025	17.99
AMAZON MARK* ZC98D9RJ0	SEATTLE	BILL VALENCIA	WASTEWATER	01/31/2025	147.56
AMAZON MARK* ZC9V40KS1	SEATTLE	TREVOR DEPEW	WATER	02/02/2025	137.97
AMAZON MARK* ZG1W40UE1	SEATTLE	KATIE BEASLEY	REC CENTER	01/28/2025	7.99
AMAZON MKTPL*2P9BO2IR3	AMZN.COM/BILL	TANNER THORSON	WASTEWATER	02/11/2025	113.95
AMAZON MKTPL*379ON86H3	AMZN.COM/BILL	TANNER THORSON	WASTEWATER	02/19/2025	13.99
AMAZON MKTPL*3O0DE7S53	AMZN.COM/BILL	LESLIE RINGER	HUMAN RESOURCES	02/08/2025	25.23
AMAZON MKTPL*4977U6WG3	AMZN.COM/BILL	LIGEA FERRARO	CITY MANAGER	02/10/2025	7.91
AMAZON MKTPL*6B3IZ8E73	AMZN.COM/BILL	DAVID BARIL	GOLF COURSE	02/19/2025	25.97
AMAZON MKTPL*787HX9TG3	AMZN.COM/BILL	GREG VENETTE	WATER	02/12/2025	58.49
AMAZON MKTPL*8J0Z00J93	AMZN.COM/BILL	LINDSEY WITTY	REC CENTER	02/14/2025	18.47
AMAZON MKTPL*9T1CC7Y63	AMZN.COM/BILL	DANNY WEIONSTOCK	REC CENTER	02/12/2025	321.15
AMAZON MKTPL*CS0NV6IT3	AMZN.COM/BILL	LINDSEY WITTY	REC CENTER	02/15/2025	10.99
AMAZON MKTPL*D63ED6PG3	AMZN.COM/BILL	GREG VENETTE	WATER	02/15/2025	717.95
AMAZON MKTPL*DQ24C4VC3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/18/2025	29.98
AMAZON MKTPL*E74JB71A3	AMZN.COM/BILL	SARA PECK	POLICE	02/14/2025	198.98
AMAZON MKTPL*IC1Q11843	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/16/2025	971.76
AMAZON MKTPL*JL3YX0083	AMZN.COM/BILL	DANIEL WOOLDRIDGE	IT	02/07/2025	13.99
AMAZON MKTPL*OG1DI3VM3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/11/2025	19.96
AMAZON MKTPL*PS9EB6M83	AMZN.COM/BILL	LIGEA FERRARO	CITY MANAGER	02/10/2025	17.94
AMAZON MKTPL*RY6DB8FH3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/14/2025	44.99
AMAZON MKTPL*SZ1ZF5OA3	AMZN.COM/BILL	DAVID BARIL	GOLF COURSE	02/18/2025	64.48
AMAZON MKTPL*VH8S94MU3	AMZN.COM/BILL	ABBY MCNEAL	PARKS	02/05/2025	87.00
AMAZON MKTPL*VV8MI5IY3	AMZN.COM/BILL	DAVID BARIL	GOLF COURSE	02/19/2025	16.99

AMAZON MKTPL*YG4CB7G13	AMZN.COM/BILL	LESLIE RINGER	HUMAN RESOURCES	02/08/2025	16.82
AMAZON MKTPL*YV5CB20H3	AMZN.COM/BILL	TANNER THORSON	WASTEWATER	02/14/2025	34.48
AMAZON MKTPL*Z70BD30E1	AMZN.COM/BILL	KELLY THARP	OPERATIONS	02/06/2025	41.34
AMAZON MKTPL*Z71LS35R3	AMZN.COM/BILL	LINDSEY WITTY	REC CENTER	02/14/2025	384.99
AMAZON MKTPL*Z72626723	AMZN.COM/BILL	TANNER THORSON	WASTEWATER	02/02/2025	56.97
AMAZON MKTPL*Z72JP9PR1	AMZN.COM/BILL	DANNY WEIONSTOCK	REC CENTER	02/06/2025	17.95
AMAZON MKTPL*Z73740MC0	AMZN.COM/BILL	GIGI YANG	LIBRARY	02/05/2025	15.14
AMAZON MKTPL*Z73R15TR2	AMZN.COM/BILL	GREG VENETTE	WATER	01/27/2025	33.46
AMAZON MKTPL*Z78OT69Z1	AMZN.COM/BILL	KRISTEN BODINE	LIBRARY	02/09/2025	52.81
AMAZON MKTPL*Z79E49C60	AMZN.COM/BILL	NICHOLAS POTOPCHUK	PARKS	02/01/2025	326.79
AMAZON MKTPL*ZC10A7XX2	AMZN.COM/BILL	LIGEA FERRARO	CITY MANAGER	01/22/2025	46.99
AMAZON MKTPL*ZC12435V0	AMZN.COM/BILL	GREG VENETTE	WATER	01/29/2025	31.97
AMAZON MKTPL*ZC20A7ZK1	AMZN.COM/BILL	TANNER THORSON	WASTEWATER	01/30/2025	227.40
AMAZON MKTPL*ZC2QR35Z0	AMZN.COM/BILL	LESLIE RINGER	HUMAN RESOURCES	01/29/2025	26.43
AMAZON MKTPL*ZC2ZJ1732	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	01/24/2025	467.86
AMAZON MKTPL*ZC3523DQ2	AMZN.COM/BILL	DANNY WEIONSTOCK	REC CENTER	01/24/2025	14.99
AMAZON MKTPL*ZC6KI8781	AMZN.COM/BILL	TANYA SCOTT	FINANCE	02/03/2025	212.89
AMAZON MKTPL*ZC7JK5NN1	AMZN.COM/BILL	GIGI YANG	LIBRARY	01/30/2025	21.58
AMAZON MKTPL*ZC9684DV2	AMZN.COM/BILL	GREG VENETTE	WATER	01/24/2025	47.92
AMAZON MKTPL*ZG11P7O01	AMZN.COM/BILL	LINDSEY WITTY	REC CENTER	01/23/2025	9.79
AMAZON MKTPL*ZG1CK6BQ0	AMZN.COM/BILL	GREG VENETTE	WATER	01/22/2025	109.89
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	TANYA SCOTT	FINANCE	01/24/2025	37.99
AMAZON RETA* 0X14Z8AQ3	SEATTLE	BILL VALENCIA	WASTEWATER	02/11/2025	8.93
AMAZON RETA* 1Z1H650B3	SEATTLE	BENJAMIN FRANCISCO	OPERATIONS	02/19/2025	60.41
AMAZON RETA* 3461Q7BS3	SEATTLE	BENJAMIN FRANCISCO	OPERATIONS	02/03/2025	11.53
AMAZON RETA* 5T92Z8753	SEATTLE	KEVIN FREY	FACILITIES	02/13/2025	49.50
AMAZON RETA* 9J9P39JY3	SEATTLE	KEVIN FREY	FACILITIES	02/13/2025	72.12
AMAZON RETA* BA19Z5MH3	SEATTLE	PAMELA LEMON	REC CENTER	02/09/2025	60.16
AMAZON RETA* M48LU8S53	SEATTLE	PATRICIA MORGAN	REC CENTER	02/11/2025	32.18
AMAZON RETA* MQ5EJ5QB3	SEATTLE	KEVIN FREY	FACILITIES	02/05/2025	166.45
AMAZON RETA* NY96U4T23	SEATTLE	MINDY OLKJER	PUBLIC WORKS	02/13/2025	24.62
AMAZON RETA* QN7JN0AM3	SEATTLE	KEVIN FREY	FACILITIES	02/13/2025	40.45
AMAZON RETA* U53RE3Z33	SEATTLE	CATHERINE JEPSON	PARKS	02/08/2025	146.95
AMAZON RETA* WO8XL5NV3	SEATTLE	KATIE TOFTE	REC CENTER	02/12/2025	14.99
AMAZON RETA* Z70BX0HU0	SEATTLE	KEVIN FREY	FACILITIES	02/04/2025	99.00
AMAZON RETA* Z70DO5EL2	SEATTLE	KATIE TOFTE	REC CENTER	01/28/2025	41.75
AMAZON RETA* Z71595B10	SEATTLE	GENEVIEVE KLINE	CITY CLERK	02/05/2025	10.18
AMAZON RETA* Z72NV3D02	SEATTLE	JULIE SEYDEL	REC CENTER	01/30/2025	22.99
AMAZON RETA* Z73876P10	SEATTLE	BENJAMIN FRANCISCO	OPERATIONS	02/03/2025	189.04
AMAZON RETA* Z74OL1822	SEATTLE	DAVE TOVEY	IT	01/30/2025	41.28
AMAZON RETA* Z769R1TP1	SEATTLE	GENEVIEVE KLINE	CITY CLERK	02/05/2025	46.30
AMAZON RETA* Z76HP9XX1	SEATTLE	KEVIN FREY	FACILITIES	02/06/2025	212.50
AMAZON RETA* Z76M37TE0	SEATTLE	CORY PETERSON	PUBLIC WORKS	02/02/2025	29.99
AMAZON RETA* ZC0P81P30	SEATTLE	KEVIN FREY	FACILITIES	01/28/2025	34.86
AMAZON RETA* ZC1OF2J81	SEATTLE	KEVIN FREY	FACILITIES	01/30/2025	99.87

AMAZON RETA* ZC69M5SG2	SEATTLE	MASON THOMPSON	OPERATIONS	01/24/2025	12.31
AMAZON RETA* ZC7HQ6572	SEATTLE	JULIE SEYDEL	REC CENTER	01/22/2025	179.98
AMERICAN ASSOC OF MUSE	ARLINGTON	GIGI YANG	LIBRARY	01/30/2025	195.00
AMERICAN RED CROSS	800-733-2767	DANNY WEIONSTOCK	REC CENTER	02/11/2025	320.00
AMERICAN RED CROSS	800-733-2767	DANIEL BIDLEMEN	REC CENTER	01/28/2025	376.00
AMERICAN RED CROSS	800-733-2767	DANNY WEIONSTOCK	REC CENTER	01/22/2025	160.00
AMZN MKTP US*383IO76I3	AMZN.COM/BILL	TREVOR DEPEW	WATER	02/13/2025	733.75
AMZN MKTP US*426KJ8QE3	AMZN.COM/BILL	DANIEL WOOLDRIDGE	IT	02/18/2025	776.12
AMZN MKTP US*4T7CZ3HK3	AMZN.COM/BILL	KEVIN FREY	FACILITIES	02/14/2025	190.00
AMZN MKTP US*824LJ0HF3	AMZN.COM/BILL	DANIEL BIDLEMEN	REC CENTER	02/18/2025	144.29
AMZN MKTP US*898W160Q3	AMZN.COM/BILL	MASON THOMPSON	OPERATIONS	02/12/2025	24.99
AMZN MKTP US*B32ND1YD3	AMZN.COM/BILL	ABBY MCNEAL	PARKS	02/03/2025	143.96
AMZN MKTP US*H172G4ZQ3	AMZN.COM/BILL	DAVID DEAN	GOLF COURSE	02/14/2025	155.00
AMZN MKTP US*IA1MA6CD3	AMZN.COM/BILL	KEVIN FREY	FACILITIES	02/04/2025	56.90
AMZN MKTP US*MJ5M14JS3	AMZN.COM/BILL	TANNER THORSON	WASTEWATER	02/15/2025	129.00
AMZN MKTP US*PQ29P70K3	AMZN.COM/BILL	TANNER THORSON	WASTEWATER	02/18/2025	233.46
AMZN MKTP US*XG5Y52TD3	AMZN.COM/BILL	DAVID BARIL	GOLF COURSE	02/17/2025	36.99
AMZN MKTP US*Y76VG0XU3	AMZN.COM/BILL	JESSE DEGRAW	REC CENTER	02/14/2025	181.00
AMZN MKTP US*YI2JU7XE3	AMZN.COM/BILL	GREG VENETTE	WATER	02/11/2025	59.00
AMZN MKTP US*Z71FK10O1	AMZN.COM/BILL	JEFF OWENS	WATER	02/05/2025	205.80
AMZN MKTP US*Z75HZ2XF0	AMZN.COM/BILL	TANNER THORSON	WASTEWATER	02/04/2025	62.24
AMZN MKTP US*Z75XP7JP2	AMZN.COM/BILL	DAVID BARIL	GOLF COURSE	01/27/2025	83.46
AMZN MKTP US*ZC5CL0IZ2	AMZN.COM/BILL	MINDY OLKJER	PUBLIC WORKS	01/25/2025	30.49
AMZN MKTP US*ZC5N570N0	AMZN.COM/BILL	DANIEL WOOLDRIDGE	IT	01/27/2025	102.24
AMZN MKTP US*ZC5NC4WM1	AMZN.COM/BILL	TREVOR DEPEW	WATER	02/03/2025	170.99
AMZN MKTP US*ZC7Y91WB1	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/03/2025	61.26
AMZN MKTP US*ZC8C94XR0	AMZN.COM/BILL	TANNER THORSON	WASTEWATER	01/28/2025	59.97
AMZN MKTP US*ZC8VU1BE0	AMZN.COM/BILL	CORY PETERSON	PUBLIC WORKS	01/29/2025	71.53
AMZN MKTP US*ZG2N04920	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	01/24/2025	69.98
AMZN MKTP US*ZG3K20LB1	AMZN.COM/BILL	LINDSEY WITTY	REC CENTER	01/24/2025	134.99
AMZN MKTP US*ZG6BK7TD1	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	01/24/2025	42.26
ARROWSTAGELINES.COM	OMAHA	KATIE BEASLEY	REC CENTER	02/18/2025	1,272.00
ARROWSTAGELINES.COM	OMAHA	KATIE BEASLEY	REC CENTER	02/07/2025	2,108.00
AVTECH ELECTRONICS INC	GOLDEN	MASON THOMPSON	OPERATIONS	02/18/2025	316.40
AVTECH ELECTRONICS INC	GOLDEN	MASON THOMPSON	OPERATIONS	02/04/2025	20.40
AVTECH ELECTRONICS INC	GOLDEN	MASON THOMPSON	OPERATIONS	02/04/2025	1,450.00
AVTECH ELECTRONICS INC	GOLDEN	MASON THOMPSON	OPERATIONS	02/04/2025	253.20
AWWA EVENTS	303-794-7711	BENJAMIN FRANCISCO	OPERATIONS	02/18/2025	555.00
AMAZON.COM*0D7MX1KY3	AMZN.COM/BILL	BENJAMIN WHITE-PATARIN	PARKS	02/12/2025	24.97
AMAZON.COM*541UO19H3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/13/2025	31.00
AMAZON.COM*585U08PC3	AMZN.COM/BILL	LINDSEY WITTY	REC CENTER	02/16/2025	349.99
AMAZON.COM*5P5189YW3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/16/2025	12.99
AMAZON.COM*7P1LB0ZS3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/12/2025	12.59
AMAZON.COM*951608G03	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/12/2025	28.02
AMAZON.COM*9V8UP4503	AMZN.COM/BILL	GREG VENETTE	WATER	02/14/2025	49.99

AMAZON.COM*9W8LV4333	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/13/2025	12.11
AMAZON.COM*GO1C24Q43	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/14/2025	11.80
AMAZON.COM*HX5AZ0W53	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/01/2025	35.38
AMAZON.COM*JH6X26Y33	AMZN.COM/BILL	PAMELA PETERSON-HOHS	GOLF COURSE	02/13/2025	22.34
AMAZON.COM*LB1R20CK3	AMZN.COM/BILL	KELLY THARP	OPERATIONS	02/12/2025	45.97
AMAZON.COM*NC0V22HL3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/12/2025	34.20
AMAZON.COM*NT83023O3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/11/2025	31.85
AMAZON.COM*PG9QX4QX3	AMZN.COM/BILL	SARAH OWSIANY	PUBLIC WORKS	02/12/2025	28.59
AMAZON.COM*S14OB1JY3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/14/2025	33.44
AMAZON.COM*S27W30WQ3	AMZN.COM/BILL	SARA PECK	POLICE	02/13/2025	26.88
AMAZON.COM*VD9BJ1FM3	AMZN.COM/BILL	SARA PECK	POLICE	02/12/2025	27.99
AMAZON.COM*Z53VA3413	AMZN.COM/BILL	GREG VENETTE	WATER	02/13/2025	39.83
AMAZON.COM*Z64NM7G73	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/11/2025	172.82
AMAZON.COM*Z70S15K32	AMZN.COM/BILL	DANIEL WOOLDRIDGE	IT	01/31/2025	42.00
AMAZON.COM*Z71PJ6CK2	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	01/26/2025	28.41
AMAZON.COM*Z72VF4AA1	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/05/2025	70.80
AMAZON.COM*Z76SB8SP2	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	01/31/2025	13.99
AMAZON.COM*Z78IO4BD0	AMZN.COM/BILL	KELLY THARP	OPERATIONS	02/05/2025	67.62
AMAZON.COM*Z94H64KA3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/16/2025	91.96
AMAZON.COM*ZC78A3661	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/02/2025	19.95
AMAZON.COM*ZG0LW6U11	AMZN.COM/BILL	GABBY MURATTI	PLANNING	01/28/2025	36.76
AMAZON.COM*ZG1V09ZX1	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	01/24/2025	19.88
BADGER METER INC	800-8763837	KELLY THARP	OPERATIONS	02/06/2025	109.20
BATTERIES+BULBS #0777	LAFAYETTE	SARA PECK	POLICE	02/04/2025	260.00
BATTERIES+BULBS #0777	LAFAYETTE	DANIEL SALAS ROBLES	PARKS	01/30/2025	364.75
BITWARDEN	SANTA BARBARA	PAULINA BENNETT	IT	02/08/2025	540.00
BIZWEST-DIGITAL	GREELEY	ROBERT ZUCCARO	PLANNING	02/12/2025	13.00
BLACKJACK PIZZA - CO 0	LOUISVILLE	KEVIN FREY	FACILITIES	02/07/2025	26.99
BOOT BARN #310	NORTHGLENN	JEFFREY ROBINET	OPERATIONS	01/24/2025	211.49
BOSS PRINTING	BROOMFIELD	ROBERT ZUCCARO	PLANNING	02/17/2025	175.42
BOSS PRINTING	BROOMFIELD	ROBERT ZUCCARO	PLANNING	02/08/2025	142.10
BRIDGE BUDDY	NOKOMIS	KATIE BEASLEY	REC CENTER	01/29/2025	196.69
BRIDGEPAY NETWORK SOLU	407-9008967	TANYA SCOTT	FINANCE	02/13/2025	31.70
BRIDGEPAY NETWORK SOLU	407-9008967	TANYA SCOTT	FINANCE	01/22/2025	29.80
BROOMFIELD RENTALS INC	BROOMFIELD	VICKIE ILKO	OPERATIONS	01/30/2025	15.00
CANVA* I04423-78887007	CAMDEN	PAULINA BENNETT	IT	02/10/2025	300.00
CANVA* I04428-1225833	CAMDEN	ERIN OWEN	LIBRARY	02/14/2025	119.40
CARAHSOFT TECHNOLOGY C	JILLIAN.SZCZE	PAULINA BENNETT	IT	02/05/2025	40.36
CCCMA	LOUISVILLE	PAULA KNAPEK	HUMAN RESOURCES	02/11/2025	85.00
CCCMA	LOUISVILLE	LIGEA FERRARO	CITY MANAGER	01/27/2025	1,500.00
CCCMA	LOUISVILLE	ROBERT ZUCCARO	PLANNING	01/27/2025	370.00
CCCMA	LOUISVILLE	ROBERT ZUCCARO	PLANNING	01/27/2025	130.00
CENTER COPY PRINTING	303-4406000	TANYA SCOTT	FINANCE	02/05/2025	492.00
CENTER COPY PRINTING	303-4406000	LIGEA FERRARO	CITY MANAGER	02/04/2025	1,006.60
CENTER COPY PRINTING	303-4406000	LIGEA FERRARO	CITY MANAGER	02/04/2025	1,050.00

CENTER COPY PRINTING	303-4406000	LIGEA FERRARO	CITY MANAGER	02/04/2025	127.37
CENTER COPY PRINTING	303-4406000	TANYA SCOTT	FINANCE	02/04/2025	380.53
CENTER COPY PRINTING	303-4406000	TANYA SCOTT	FINANCE	01/30/2025	335.31
CENTER COPY PRINTING	303-4406000	TANYA SCOTT	FINANCE	01/23/2025	558.86
CENTER COPY PRINTING	303-4406000	MINDY OLKJER	PUBLIC WORKS	01/22/2025	54.03
CENTER COPY PRINTING	303-4406000	MINDY OLKJER	PUBLIC WORKS	01/22/2025	42.88
CENTER COPY PRINTING	303-4406000	MINDY OLKJER	PUBLIC WORKS	01/22/2025	178.33
CENTER COPY PRINTING	303-4406000	DAVID BARIL	GOLF COURSE	01/22/2025	536.32
CENTURY CHEVROLET	BROOMFIELD	JOSE TORRES	OPERATIONS	01/27/2025	57.06
CENTURY CHEVROLET	BROOMFIELD	TANYA SCOTT	FINANCE	01/24/2025	686.84
CENTURYLINK LUMEN	800-244-1111	TANYA SCOTT	FINANCE	01/27/2025	1,047.43
CGRS INC	9704937780	KELLY THARP	OPERATIONS	02/12/2025	340.00
CGRS INC	9704937780	KELLY THARP	OPERATIONS	02/12/2025	1,015.00
CHEYENNE MTN ZOO	COLORADO SPRI	IRIS BELENSKY	LIBRARY	02/10/2025	75.00
CHILDHEALTHCONNECTION	FORT COLLINS	AMANDA PERERA	REC CENTER	02/16/2025	100.00
CHOICE SCREENING INC.	720-9747878	LESLIE RINGER	HUMAN RESOURCES	02/11/2025	131.42
CINTAS D51	DENVER	KELLY THARP	OPERATIONS	02/12/2025	1,862.39
CITY OF LOUISVILLE	LOUISVILLE	MARK JENSEN	GOLF COURSE	02/05/2025	1.09
CITY OF LOUISVILLE	LOUISVILLE	MARK JENSEN	GOLF COURSE	02/05/2025	1.09
CITY OF LOUISVILLE	LOUISVILLE	MARK JENSEN	GOLF COURSE	02/04/2025	1.09
CITY OF LOUISVILLE	LOUISVILLE	MARK JENSEN	GOLF COURSE	01/28/2025	1.09
CITY OF LOUISVILLE	LOUISVILLE	MARK JENSEN	GOLF COURSE	01/28/2025	1.09
CITY OF LOUISVILLE	LOUISVILLE	MARK JENSEN	GOLF COURSE	01/28/2025	1.09
CITY OF LOUISVILLE	LOUISVILLE	MARK JENSEN	GOLF COURSE	01/28/2025	1.09
CITY OF LOUISVILLE	LOUISVILLE	MARK JENSEN	GOLF COURSE	01/28/2025	1.09
CLKBANK*SEL POWER PACK	800-390-6035	AMANDA PERERA	REC CENTER	02/04/2025	.36
CLKBANK*SEL POWER PACK	800-390-6035	AMANDA PERERA	REC CENTER	02/01/2025	7.31
CLUBCONNECT	9136615569	LINDSEY WITTY	REC CENTER	02/01/2025	149.00
CO CONV CTR PARKING	CONSHOHOCKEN	LUKE LAYTON	PARKS	01/29/2025	16.00
CO DRIVER SERVI EMV	DENVER	THOMAS CZAJKA	OPERATIONS	02/07/2025	18.23
CO E-GOVERNMENT SERVIC	DENVER	JEN KENNEY	POLICE	01/29/2025	103.02
CO GOVT SERVICES	DENVER	AMANDA PERERA	REC CENTER	02/03/2025	494.63
CO PARK* CO	WHEAT RIDGE	ADAM BLACKMORE	PARKS	02/11/2025	45.00
CO PARK* CO	WHEAT RIDGE	DANIEL BIDLEMEN	REC CENTER	01/30/2025	375.00
CO PARK* CO	WHEAT RIDGE	DANNY WEIONSTOCK	REC CENTER	01/30/2025	375.00
CO PARK* INV-4716	WHEAT RIDGE	MARLA OLSON	PARKS	01/29/2025	1,845.00
COAL CREEK ACE HARDWAR	LOUISVILLE	GERALD PIERCE	GOLF COURSE	02/04/2025	132.89
COAL CREEK ACE HARDWAR	LOUISVILLE	GERALD PIERCE	GOLF COURSE	01/25/2025	115.89
COLORADO ANALYTICAL	COMMERCE CITY	MINDY OLKJER	PUBLIC WORKS	02/06/2025	58.00
COLORADO ANALYTICAL	COMMERCE CITY	MINDY OLKJER	PUBLIC WORKS	01/30/2025	227.00
COLORADO CWP	719-5456748	TANNER THORSON	WASTEWATER	02/14/2025	50.00
COLORADO CWP	719-5456748	TANNER THORSON	WASTEWATER	02/14/2025	50.00
COLORADO CWP	719-5456748	TREVOR DEPEW	WATER	02/04/2025	50.00
COLORADO CWP	719-5456748	VICKIE ILKO	OPERATIONS	01/31/2025	85.00
COLORADO GOLF ASSN	GREENWOOD VIL	PAMELA PETERSON-HOHS	GOLF COURSE	02/03/2025	200.00

COLORADO MUNICIPAL LEA	DENVER	LIGEA FERRARO	CITY MANAGER	02/04/2025	149.00
COLORADO RURAL WATER A	719-5456748	MINDY OLKJER	PUBLIC WORKS	02/04/2025	75.00
COLORADOCHAPTERICC.ORG	NORTHGLENN	GABBY MURATTI	PLANNING	02/04/2025	46.84
COLORADOCHAPTERICC.ORG	NORTHGLENN	RANDY DEWITZ	BUILDING SAFETY	01/26/2025	26.16
COMCAST CABLE COMM	800-COMCAST	IRIS BELENSKY	LIBRARY	02/13/2025	111.95
COMCAST CABLE COMM	800-COMCAST	RAFAEL GUTIERREZ	POLICE	02/13/2025	57.95
COMCAST CABLE COMM	800-COMCAST	LESLIE RINGER	HUMAN RESOURCES	02/07/2025	474.44
COMCAST CABLE COMM	800-COMCAST	MARLA OLSON	PARKS	01/28/2025	459.37
COMCAST DENVER	800-266-2278	PAMELA PETERSON-HOHS	GOLF COURSE	02/18/2025	121.12
COMCAST DENVER	800-266-2278	JILL SIEWERT	LIBRARY	02/13/2025	129.89
CONCENTRA INC	MECHANICSBURG	LESLIE RINGER	HUMAN RESOURCES	01/27/2025	203.00
CONSERVEAWATT LIGHTING	DENVER	KELLY THARP	OPERATIONS	02/06/2025	153.36
COUNTRY CLUB CLEANER	WESTMINSTER	MIKE MILLER	POLICE	02/17/2025	161.20
CREXI	LOS ANGELES	VANESSA ZARATE	PLANNING	02/01/2025	946.67
CSU DRONE CENTER	970-4918985	GRACE JOHNSON	CITY MANAGER	01/28/2025	699.00
CU PRESENTS BOX OFFICE	BOULDER	PATRICIA MORGAN	REC CENTER	01/31/2025	157.00
CVENT* LASERFICHE EMPO	TYSONS CORNER	GENEVIEVE KLINE	CITY CLERK	02/06/2025	717.69
CVENT* LASERFICHE EMPO	TYSONS CORNER	PAULINA BENNETT	IT	01/28/2025	717.69
CENTER COPY PRINTING	BOULDER	KAYLA CORCELLI	PARKS	02/18/2025	55.16
COLORADO CWP	PUEBLO	JEFF OWENS	WATER	02/15/2025	50.00
DALE L PRENTICE	OAK PARK	TANNER THORSON	WASTEWATER	02/10/2025	1,508.73
DBC IRRIGATION SUPPLY	BROOMFIELD	VICKIE ILKO	OPERATIONS	02/10/2025	230.50
DENVER ARTS COMPLEX GA	DENVER	JILL MUNIZ	PARKS	01/30/2025	10.00
DENVER ARTS COMPLEX GA	DENVER	JILL MUNIZ	PARKS	01/29/2025	10.00
DENVER ARTS COMPLEX GA	DENVER	JILL MUNIZ	PARKS	01/28/2025	10.00
DESERT CAB	LAS VEGAS	JOHN BROOKS	POLICE	01/21/2025	40.11
DISPLAYS2GO	FALL RIVER	KATIE TOFTE	REC CENTER	02/14/2025	32.24
DNH*GODADDY#3589556054	480-505-8855	DANIEL WOOLDRIDGE	IT	02/16/2025	443.40
DOLLARTREE	LOUISVILLE	LANA FAUVER	REC CENTER	02/06/2025	25.75
DONORBOX PLATFORM	ALEXANDRIA	GIGI YANG	LIBRARY	02/03/2025	8.45
EARL S SAW SHOP	BOULDER	NATHANIEL GOECKNER	PARKS	02/13/2025	29.98
EARTHWAY PRODUCTS INC	BRISTOL	AARON GRANT	PARKS	01/28/2025	60.58
EB *COLORADO-WYOMING A	8014137200	GIGI YANG	LIBRARY	02/05/2025	268.61
ELDORADO ARTESIAN SPRI	LOUISVILLE	LESLIE RINGER	HUMAN RESOURCES	02/07/2025	70.75
ESRI	REDLANDS	AILEEN PROFIR	IT	02/13/2025	149.00
ESRI	REDLANDS	AILEEN PROFIR	IT	02/04/2025	1,919.00
EZCATER*ORGANIC SANDWI	8004881803	LIGEA FERRARO	CITY MANAGER	01/23/2025	521.13
EZCATER*PANERA BREAD	8004881803	MINDY OLKJER	PUBLIC WORKS	01/23/2025	195.49
EZCATER*PAPA JOHNS	8004881803	MINDY OLKJER	PUBLIC WORKS	01/28/2025	352.54
FASTENAL COMPANY 01COB	LAFAYETTE	DAVID DEAN	GOLF COURSE	02/13/2025	7.64
FASTENAL COMPANY 01COB	LAFAYETTE	DAVID DEAN	GOLF COURSE	02/13/2025	10.40
FASTENAL COMPANY 01COB	LAFAYETTE	DAVID DEAN	GOLF COURSE	02/13/2025	15.45
FASTSIGNS 371501	BROOMFIELD	ROBERT ZUCCARO	PLANNING	02/14/2025	60.29
FASTSIGNS 371501	BROOMFIELD	ROBERT ZUCCARO	PLANNING	02/07/2025	60.29
FASTSIGNS 371501	BROOMFIELD	ROBERT ZUCCARO	PLANNING	02/07/2025	105.29

FASTSIGNS 371501	BROOMFIELD	KAYLA CORCELLI	PARKS	01/30/2025	104.00
FEDEX OFFIC74200007427	LOUISVILLE	SARA PECK	POLICE	02/17/2025	54.86
FEDEX OFFIC74200007427	LOUISVILLE	SARA PECK	POLICE	02/17/2025	91.04
FEDEX OFFIC74200007427	LOUISVILLE	TREVOR DEPEW	WATER	02/04/2025	53.63
FEDEX OFFIC74200007427	LOUISVILLE	MATTHEW ROWE	FACILITIES	02/04/2025	340.55
FEDEX OFFIC74200007427	LOUISVILLE	GIGI YANG	LIBRARY	01/25/2025	179.38
FIRST CHOICE COFFEE- D	DENVER	LIGEA FERRARO	CITY MANAGER	02/18/2025	173.25
FLIPSNACK.COM	STERLING HEIG	DEREK COSSON	CITY MANAGER	01/22/2025	420.00
FRONTIER	DENVER	GENEVIEVE KLINE	CITY CLERK	02/06/2025	473.96
FRONTIER	DENVER	LIGEA FERRARO	CITY MANAGER	01/28/2025	560.96
FS *MTCPRO	SANTA BARBAR	BENJAMIN FRANCISCO	OPERATIONS	02/13/2025	719.20
FSP*CACEO	CASTLE ROCK	SUSAN KENNEY	POLICE	02/06/2025	45.00
FSP*CACEO	CASTLE ROCK	GABBY MURATTI	PLANNING	02/05/2025	45.00
FSP*CAL-COASSOCLIBRARI	ARVADA	KRISTEN BODINE	LIBRARY	02/04/2025	76.00
FSP*CAL-COASSOCLIBRARI	ARVADA	KRISTEN BODINE	LIBRARY	02/03/2025	150.00
FSP*CAL-COASSOCLIBRARI	ARVADA	KRISTEN BODINE	LIBRARY	02/03/2025	120.00
FSP*COAL CREEK GOLF CO	LOUISVILLE	MARK JENSEN	GOLF COURSE	01/28/2025	1.09
FSP*CSTMA	AURORA	AARON GRANT	PARKS	02/13/2025	75.00
FUN EXPRESS	OMAHA	AMANDA PERERA	REC CENTER	01/21/2025	128.10
G & G EQUIPMENT	FREDERICK	MATT ISABELL	PARKS	01/30/2025	232.45
GENERAL AIR SERVICE AD	DENVER	KELLY THARP	OPERATIONS	02/11/2025	108.30
GEORGE T SANDERS 09	LOUISVILLE	KELLY THARP	OPERATIONS	02/06/2025	130.23
GEORGE T SANDERS 09	LOUISVILLE	KELLY THARP	OPERATIONS	02/06/2025	623.37
GEORGE T SANDERS 09	LOUISVILLE	ANDY ELLIS	PARKS	01/22/2025	216.74
GIH*GLOBALINDUSTRIALEQ	800-645-2986	KEVIN FREY	FACILITIES	02/02/2025	1,345.63
GLWD HOT SPRINGS LODGE	GLENWOOD SPRI	LIGEA FERRARO	CITY MANAGER	02/06/2025	295.52
GLWD HOT SPRINGS LODGE	GLENWOOD SPRI	LIGEA FERRARO	CITY MANAGER	01/27/2025	295.52
GOLDEN HISTORY MUSEUM	GOLDEN	GIGI YANG	LIBRARY	01/31/2025	260.00
GOLDEN PARKING	MILWAUKEE	ROBERT ZUCCARO	PLANNING	02/15/2025	10.00
GOOGLE *GRINDR GAY DAT	650-253-0000	JEFF FISHER	POLICE	02/06/2025	12.99
GOVERNMENT FINANCE OFF	3129779700	RYDER BAILEY	FINANCE	01/31/2025	890.00
GRAFFITI SOLUTIONS	6517770849	KERRY KRAMER	PARKS	02/14/2025	21.12
GRAFFITI SOLUTIONS	6517770849	KERRY KRAMER	PARKS	02/12/2025	83.70
GRAINGER	LAKE FOREST	TREVOR DEPEW	WATER	02/18/2025	518.95
GRAINGER	LAKE FOREST	TREVOR DEPEW	WATER	02/07/2025	192.10
GRAINGER	LAKE FOREST	KELLY THARP	OPERATIONS	02/04/2025	116.26
GRAINGER	LAKE FOREST	DAVID DEAN	GOLF COURSE	01/29/2025	646.37
GRAINGER	LAKE FOREST	KELLY THARP	OPERATIONS	01/22/2025	206.80
GRAMMARLY CO*J3UIDBN	8883186146	GINGER CROSS	GOLF COURSE	01/30/2025	139.95
GREEN CO2 SYSTEMS	970-482-0203	DANIEL BIDLEMEN	REC CENTER	02/07/2025	139.29
GREEN CO2 SYSTEMS	970-482-0203	DANIEL BIDLEMEN	REC CENTER	02/06/2025	1,000.00
GREEN CO2 SYSTEMS	970-482-0203	DANIEL BIDLEMEN	REC CENTER	02/05/2025	1,000.00
GREENHOUSE MEGASTORE	DANVILLE	DAVID DEAN	GOLF COURSE	02/11/2025	52.65
HACH COMPANY	9706631377	TANNER THORSON	WASTEWATER	01/29/2025	89.25
HACH COMPANY	9706631377	TANNER THORSON	WASTEWATER	01/24/2025	92.49

HACH COMPANY	9706631377	TANNER THORSON	WASTEWATER	01/23/2025	313.04
HARBOR FREIGHT TOOLS 1	WESTMINSTER	KEN MATHEWS	OPERATIONS	01/29/2025	54.95
HARBOR FREIGHT TOOLS 1	WESTMINSTER	HUGO VALDEZ	OPERATIONS	01/23/2025	109.99
HARKINS ARVADA L EVENT	ARVADA	AMANDA PERERA	REC CENTER	02/05/2025	978.00
HATLAUNCH	6186169892	BENJAMIN FRANCISCO	OPERATIONS	02/07/2025	952.00
HERO'S PRIDE	8884929122	SARA PECK	POLICE	01/27/2025	35.25
HERTZ	ARVADA	DAVID DEAN	GOLF COURSE	02/07/2025	246.35
HILLYARD INC DENVER	DENVER	PAMELA PETERSON-HOHS	GOLF COURSE	02/05/2025	272.27
HOMEDEPOT.COM	800-430-3376	PAUL BORTH	REC CENTER	02/17/2025	157.18
HOMEDEPOT.COM	800-430-3376	KEVIN FREY	FACILITIES	02/11/2025	129.00
HOMEDEPOT.COM	800-430-3376	JACOB MARINKOVICH	PARKS	01/22/2025	35.70
HOO*HOOTSUITE INC	HOUSTON	DEREK COSSON	CITY MANAGER	02/13/2025	1,039.00
HOO*HOOTSUITE INC	HOUSTON	DEREK COSSON	CITY MANAGER	02/11/2025	1,188.00
IACP	ALEXANDRIA	MIKE MILLER	POLICE	02/10/2025	220.00
IDEXX DISTRIBUTION INC	WESTBROOK	TANNER THORSON	WASTEWATER	02/04/2025	1,062.24
IEDC ONLINE	WASHINGTON	AUSTIN BROWN	CITY MANAGER	01/30/2025	535.00
IEDC ONLINE	WASHINGTON	AUSTIN BROWN	CITY MANAGER	01/30/2025	385.00
IN *CHANNELBOUND, LLC	844-4381095	LESLIE RINGER	HUMAN RESOURCES	02/08/2025	2,000.00
IN *CUSTOM CREATIVE PL	305-2336534	JACOB MARINKOVICH	PARKS	01/30/2025	60.95
IN *KAISER LOCK & KEY	LOUISVILLE	CATHERINE JEPSON	PARKS	02/05/2025	33.00
IN *KEETON INDUSTRIES	970-5687754	CATHERINE JEPSON	PARKS	02/06/2025	191.98
IN *LANGUAGEUSA, INC.	713-7833800	DEREK COSSON	CITY MANAGER	02/11/2025	45.00
IN *LANGUAGEUSA, INC.	713-7833800	DEREK COSSON	CITY MANAGER	01/24/2025	80.00
IN *LANGUAGEUSA, INC.	713-7833800	DEREK COSSON	CITY MANAGER	01/24/2025	90.00
IN *OS MEDIA GROUP	720-2600444	SARA PECK	POLICE	02/17/2025	412.00
INSIGHT PUBLIC SECTOR	CHANDLER	LIGEA FERRARO	CITY MANAGER	02/04/2025	1,143.00
INSIGHT PUBLIC SECTOR	CHANDLER	LIGEA FERRARO	CITY MANAGER	02/04/2025	1,714.50
INSIGHT PUBLIC SECTOR	CHANDLER	LIGEA FERRARO	CITY MANAGER	01/25/2025	24.05
INT'L CODE COUNCIL INC	888-422-7233	RANDY DEWITZ	BUILDING SAFETY	02/09/2025	165.00
INTERMOUNTAIN SAFETY	GOLDEN	KATHLEEN D LORENZO	PARKS	01/29/2025	122.26
IRON BEAR TRAILER	DENVER	JOSE TORRES	OPERATIONS	02/03/2025	367.04
ISA	ATLANTA	CHRIS LICHTY	PARKS	02/14/2025	230.00
JAX - 05	LAFAYETTE	JILL MUNIZ	PARKS	02/04/2025	144.99
JAX - 06	LAFAYETTE	GERALD PIERCE	GOLF COURSE	02/17/2025	187.65
JAX - 06	LAFAYETTE	LUKE LAYTON	PARKS	02/11/2025	43.98
JAX - 06	LAFAYETTE	LUKE LAYTON	PARKS	02/11/2025	204.99
JAX - 06	LAFAYETTE	LUKE LAYTON	PARKS	02/10/2025	88.97
JAX - 06	LAFAYETTE	NICHOLAS POTOPCHUK	PARKS	02/06/2025	139.98
JAX - 06	LAFAYETTE	SARAH KELLY	PARKS	01/31/2025	6.53
JAX - 06	LAFAYETTE	SARAH KELLY	PARKS	01/31/2025	75.00
JAX - 06	LAFAYETTE	VICKIE ILKO	OPERATIONS	01/30/2025	59.99
JAX - 06	LAFAYETTE	AARON GRANT	PARKS	01/29/2025	89.99
JAX - 06	LAFAYETTE	VINCENT WRAY	WATER	01/22/2025	153.02
JAX - 08	BROOMFIELD	MATTHEW ROWE	FACILITIES	02/04/2025	93.50
JAX - 08	BROOMFIELD	VINCENT WRAY	WATER	01/22/2025	140.21

JEFFERSON COUNTY	GOLDEN	NATHANIEL GOECKNER	PARKS	01/25/2025	150.00
JEFFERSON COUNTY	GOLDEN	CATHERINE JEPSON	PARKS	01/23/2025	150.00
KING SOOPERS #0013	LOUISVILLE	AMANDA PERERA	REC CENTER	02/08/2025	90.93
KING SOOPERS #0013	LOUISVILLE	LANA FAUVER	REC CENTER	02/06/2025	49.32
KING SOOPERS #0013	LOUISVILLE	LIGEA FERRARO	CITY MANAGER	02/06/2025	97.65
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	01/31/2025	211.61
KING SOOPERS #0013	LOUISVILLE	JILL SIEWERT	LIBRARY	01/30/2025	35.96
KING SOOPERS #0013	LOUISVILLE	MINDY OLKJER	PUBLIC WORKS	01/27/2025	77.26
KING SOOPERS #0013	LOUISVILLE	LIGEA FERRARO	CITY MANAGER	01/22/2025	6.21
KING SOOPERS #0013	LOUISVILLE	LIGEA FERRARO	CITY MANAGER	01/22/2025	116.80
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	01/22/2025	31.98
KING SOOPERS #0062	WESTMINSTER	LANA FAUVER	REC CENTER	01/26/2025	42.96
KINSCO LLC	LONGMONT	BENJAMIN WHITE-PATARIN	PARKS	02/04/2025	345.00
LAMARS DONUTS 45	LOUISVILLE	GREG VENETTE	WATER	01/22/2025	158.94
LAW ENFORCEMENT SEMINA	GARLAND	JEFF FISHER	POLICE	02/04/2025	890.00
LEISURE TIME AWARDS, I	BOULDER	LIGEA FERRARO	CITY MANAGER	02/10/2025	18.50
LES MILLS US TRADING	CHICAGO	LINDSEY WITTY	REC CENTER	02/08/2025	401.00
LIBERTAS/TUTTLETWINS	LEHI	KRISTEN BODINE	LIBRARY	02/05/2025	103.60
LL JOHNSON DIST CO	DENVER	GERALD PIERCE	GOLF COURSE	02/18/2025	233.13
LL JOHNSON DIST CO	DENVER	GERALD PIERCE	GOLF COURSE	02/18/2025	522.87
LL JOHNSON DIST CO	DENVER	GERALD PIERCE	GOLF COURSE	01/27/2025	160.23
LOCO HERMANOS	LOUISVILLE	MINDY OLKJER	PUBLIC WORKS	01/28/2025	274.88
LOUISVILLE* INV-10529	LOUISVILLE	AUSTIN BROWN	CITY MANAGER	02/13/2025	180.00
LOUISVILLE* INV-10530	LOUISVILLE	AUSTIN BROWN	CITY MANAGER	02/13/2025	1,500.00
LOVELAND LASER TAG	LOVELAND	AMANDA PERERA	REC CENTER	01/31/2025	50.00
LOVELAND LASER TAG	LOVELAND	AMANDA PERERA	REC CENTER	01/31/2025	50.00
LS AEROSUDS, INC.	BROOMFIELD	MASON THOMPSON	OPERATIONS	01/23/2025	1,590.23
LS AEROSUDS, INC.	BROOMFIELD	JOSE TORRES	OPERATIONS	01/23/2025	1,947.54
MAC EQUIPMENT INC (LOV	LOVELAND	CHRIS LICHTY	PARKS	01/29/2025	119.99
MAC EQUIPMENT INC (LOV	LOVELAND	JILL MUNIZ	PARKS	01/27/2025	274.48
MADGREENS	LOUISVILLE	DAVID BARIL	GOLF COURSE	01/25/2025	59.84
METAL SUPERMARKETS DEN	DENVER	KERRY KRAMER	PARKS	01/21/2025	917.23
MICHAELS STORES 2059	SUPERIOR	GINGER CROSS	GOLF COURSE	02/11/2025	98.16
MICROSOFT#G076221422	MSBILL.INFO	DANIEL WOOLDRIDGE	IT	02/05/2025	633.28
MILE HIGH TURFGRASS LL	EVERGREEN	DAVID DEAN	GOLF COURSE	01/24/2025	366.23
MOBILE BEACON	4019340500	PEGGY NORRIS	LIBRARY	02/12/2025	66.00
MORRELL PRINTING SOLUT	LAFAYETTE	JOHN ZAMORA	LIBRARY	01/27/2025	107.22
MOUNTAIN STATE EMPLOYE	3038395177	LESLIE RINGER	HUMAN RESOURCES	01/27/2025	660.00
MSU DENVER EMARKET PMT	DENVER	VINCENT WRAY	WATER	02/11/2025	510.00
MVP MEDIA NETWORK	SAN DIEGO	SCOTT MOORE	POLICE	02/10/2025	449.00
NAPA STORE 3600019	LOUISVILLE	TANYA SCOTT	FINANCE	02/13/2025	317.97
NAPA STORE 3600019	LOUISVILLE	TANYA SCOTT	FINANCE	01/28/2025	3,191.34
NAPA STORE 3600019	LOUISVILLE	TANYA SCOTT	FINANCE	01/28/2025	947.69
NICOLETTI FLATER ASSOC	LAKEWOOD	MIKE MILLER	POLICE	01/23/2025	1,815.00
NORTHWEST PARKWAY LLC	303-9262500	BENJAMIN FRANCISCO	OPERATIONS	01/31/2025	105.05

NYTIMES	800-698-4637	JILL SIEWERT	LIBRARY	02/17/2025	590.94
O MEARA FORD	NORTHGLENN	MASON THOMPSON	OPERATIONS	01/29/2025	216.25
OPENAI *CHATGPT SUBSCR	SAN FRANCISCO	GINGER CROSS	GOLF COURSE	02/14/2025	20.00
OPENAI *CHATGPT SUBSCR	SAN FRANCISCO	CAMERON FOWLKES	PUBLIC WORKS	02/03/2025	20.00
OVERDRIVE DIST	2165736886	JILL SIEWERT	LIBRARY	02/06/2025	169.97
OVERDRIVE DIST	2165736886	JILL SIEWERT	LIBRARY	02/06/2025	1,436.28
PANERA BREAD #202432 O	720-304-7000	SARA PECK	POLICE	02/14/2025	122.21
PARKER STORE LOUISVILL	LOUISVILLE	KEN MATHEWS	OPERATIONS	01/29/2025	43.96
PAYFLOW/PAYPAL	8888839770	TANYA SCOTT	FINANCE	02/03/2025	19.95
PAYFLOW/PAYPAL	8888839770	TANYA SCOTT	FINANCE	02/03/2025	59.95
PAYPAL *COLORADO	4029357733	AMANDA PERERA	REC CENTER	02/04/2025	100.00
PAYPAL *GREATMABAWW	4029357733	GREG VENETTE	WATER	02/12/2025	507.00
PAYPAL *INDIGOWATER	4029357733	VICKIE ILKO	OPERATIONS	01/29/2025	40.00
PAYPAL *JUMPSTARTTE	4029357733	RICHARD RESENDEZ	OPERATIONS	02/14/2025	75.00
PAYPAL *JUMPSTARTTE	4029357733	HUGO VALDEZ	OPERATIONS	01/31/2025	75.00
PAYPAL *PAVEPATCH	4029357733	BENJAMIN FRANCISCO	OPERATIONS	01/27/2025	72.00
PETSMART # 1015	SUPERIOR	VINCENT WRAY	WATER	01/29/2025	42.48
PRAIRIE MOUNTAIN MEDIA	BOULDER	SARA PECK	POLICE	02/07/2025	22.00
PRAIRIE MOUNTAIN MEDIA	BOULDER	SARA PECK	POLICE	01/28/2025	23.50
PRECISE MRM LLC	MERIDIAN	KELLY THARP	OPERATIONS	01/22/2025	2,107.01
PRECISION USA	POMPANO BEACH	DAVID DEAN	GOLF COURSE	02/12/2025	1,839.31
PRIDE MANUFACTURING CO	207-4873322	DAVID BARIL	GOLF COURSE	01/31/2025	364.66
PRO SUB FEE	SAN FRANCISCO	DEREK COSSON	CITY MANAGER	01/23/2025	15.00
PSI EXAMS	8003671565	TREVOR DEPEW	WATER	02/18/2025	104.00
PSI EXAMS	8003671565	TANNER THORSON	WASTEWATER	02/18/2025	104.00
PSI EXAMS	8003671565	JEN KENNEY	POLICE	01/30/2025	175.00
PSI EXAMS	8003671565	TANNER THORSON	WASTEWATER	01/24/2025	104.00
PST*VERMONT SYSTEMS	ESSEX JCT	JULIE SEYDEL	REC CENTER	02/18/2025	270.38
PUBLIC WORKS-PRKG METR	DENVER	JACOB MARINKOVICH	PARKS	02/15/2025	1.50
PY *AUDUBON INTERNATI	TROY	DAVID DEAN	GOLF COURSE	02/11/2025	413.97
PY *DOWNTOWN COLORADO	DENVER	AUSTIN BROWN	CITY MANAGER	02/11/2025	1,000.00
PY *STORQUEST-LOUISVIL	LOUISVILLE	GIGI YANG	LIBRARY	02/09/2025	641.00
PY *STORQUEST-LOUISVIL	LOUISVILLE	GIGI YANG	LIBRARY	01/30/2025	502.00
PET SCOOP	DENVER	ABBY MCNEAL	PARKS	02/05/2025	542.50
QDOBA 2526 ONLINE	720-890-7877	LIGEA FERRARO	CITY MANAGER	02/14/2025	195.50
QUADIENT INC ORACLE	800-636-7678	TANYA SCOTT	FINANCE	02/14/2025	134.96
RAIN BIRD SERVICES COR	TUCSON	DAVID DEAN	GOLF COURSE	01/25/2025	218.74
RALLOS CLEANING INC	BERTHOUD	GREG VENETTE	WATER	02/05/2025	1,880.40
RANDI'S IRISH SALOON	WINTER PARK	KATIE BEASLEY	REC CENTER	01/30/2025	67.10
RAWHIDE FIRE HOSE	330-6010607	VICKIE ILKO	OPERATIONS	01/31/2025	275.25
REI*MATTHEW BENDER &CO	800-833-9844	JILL SIEWERT	LIBRARY	01/28/2025	33.84
RMD CONCEPTS INC	000-000-0000	DAVID DEAN	GOLF COURSE	01/31/2025	149.95
ROBBINS RESEARCH INTER	SAN DIEGO	KURT KOWAR	PUBLIC WORKS	02/03/2025	495.00
ROBBINS RESEARCH INTER	SAN DIEGO	KURT KOWAR	PUBLIC WORKS	01/29/2025	161.00
ROCKY MOUNTAIN POLIC	GOLDEN	SCOTT MOORE	POLICE	01/23/2025	400.00

ROLLER & ASSOCIATES IN	DENVER	DAVID DEAN	GOLF COURSE	02/13/2025	1,808.00
SAFEWAY #1116	LONGMONT	BARBARA MACFERRIN	HUMAN RESOURCES	01/29/2025	33.48
SAFEWAY #1998	ARVADA	SARA PECK	POLICE	02/12/2025	59.85
SAFEWAY #2812	LOUISVILLE	PATRICIA MORGAN	REC CENTER	02/17/2025	3.49
SAFEWAY #2812	LOUISVILLE	BRENDON MEILI	PARKS	02/15/2025	3.79
SAFEWAY #2812	LOUISVILLE	DAWN BURGESS	CITY MANAGER	02/13/2025	18.99
SAFEWAY #2812	LOUISVILLE	AMANDA PERERA	REC CENTER	02/06/2025	168.19
SAFEWAY #2812	LOUISVILLE	REBECCA STORES	REC CENTER	02/03/2025	6.47
SAMEDAY OFFICE SUPPLY	303-7902777	MINDY OLKJER	PUBLIC WORKS	02/14/2025	199.00
SAMEDAY OFFICE SUPPLY	303-7902777	MINDY OLKJER	PUBLIC WORKS	01/23/2025	65.50
SCHOOL OF PUBLIC AFFAI	DENVER	SHARON NEMECHEK	LIBRARY	01/29/2025	500.00
SHAMROCK FSW 575 LOUIS	LOUISVILLE	KELLY THARP	OPERATIONS	01/29/2025	64.85
SILVER CLOUD INN 09 EC	SEATTLE	MIKE MILLER	POLICE	01/23/2025	551.88
SIP.US	ALPHARETTA	GREG VENETTE	WATER	02/09/2025	31.32
SITEONE LANDSCAPE SUPP	BROOMFIELD	NORMAN MERLO	GOLF COURSE	02/07/2025	114.00
SITEONE LANDSCAPE SUPP	BROOMFIELD	NORMAN MERLO	GOLF COURSE	01/27/2025	114.00
SLADE GLAS* I75326	BOULDER	KEVIN FREY	FACILITIES	02/11/2025	1,913.00
SMK*SURVEYMONKEY.COM	PALO ALTO	AUSTIN BROWN	CITY MANAGER	01/24/2025	468.00
SMR ACTIVITIES PROGRAM	ESTES PARK	KATIE BEASLEY	REC CENTER	01/30/2025	601.84
SNAP-ON TOOLS CO629128	262-656-8721	MASON THOMPSON	OPERATIONS	02/03/2025	61.00
SP FLUKE	EVERETT	DAVE TOVEY	IT	01/28/2025	228.01
SP REP FITNESS	DENVER	LINDSEY WITTY	REC CENTER	02/10/2025	75.99
SPI*DIRECTV SERVICE	800-531-5000	PAMELA PETERSON-HOHS	GOLF COURSE	01/22/2025	243.92
SQ *B.O.B.S. DINER	LOUISVILLE	RICHARD RESENDEZ	OPERATIONS	01/25/2025	130.98
SQ *B2E SURPLUS LLC	GOSQ.COM	KEVIN FREY	FACILITIES	02/14/2025	1,525.24
SQ *TINKERMILL	GOSQ.COM	VINCENT WRAY	WATER	02/09/2025	35.00
STAPLS7650412826000001	877-8267755	MARLA OLSON	PARKS	01/25/2025	90.98
STAPLS7651263431000001	877-8267755	JILL SIEWERT	LIBRARY	02/06/2025	40.53
STATEFOODSAFETYCOM	ORLANDO	KATIE TOFTE	REC CENTER	01/25/2025	13.99
STERICYCLE INC/SHRED-I	BANNOCKBURN	MEREDYTH MUTH	CITY MANAGER	02/11/2025	30.00
STERICYCLE INC/SHRED-I	BANNOCKBURN	TANYA SCOTT	FINANCE	02/04/2025	34.65
STERICYCLE INC/SHRED-I	BANNOCKBURN	MARLA OLSON	PARKS	02/04/2025	196.39
STK*SHUTTERSTOCK	8666633954	GINGER CROSS	GOLF COURSE	02/02/2025	979.00
STODDARD SILENCERS INC	GRAYSLAKE	TANNER THORSON	WASTEWATER	02/06/2025	1,021.47
STREAMLINE	9497137711	JULIAN SANTIAGO	REC CENTER	01/28/2025	510.84
SUC N UP, LLC	LONGMONT	TANNER THORSON	WASTEWATER	01/23/2025	1,100.00
SUN POWERSPORTS	THORNTON	JOSE TORRES	OPERATIONS	02/12/2025	94.48
TARGET 00017699	SUPERIOR	PATRICIA MORGAN	REC CENTER	02/13/2025	19.96
TARGET 00017699	SUPERIOR	REBECCA STORES	REC CENTER	02/01/2025	70.62
TARGET 00017699	SUPERIOR	JEFF OWENS	WATER	02/01/2025	36.47
TARGET 00017699	SUPERIOR	REBECCA STORES	REC CENTER	01/26/2025	17.69
THE ATOMIC CARWASH	LOUISVILLE	MIKE MILLER	POLICE	01/28/2025	6.75
THE GRILL AT COAL CREE	L	MARK JENSEN	GOLF COURSE	01/22/2025	32.50
THE HOME DEPOT #1506	LOUISVILLE	LANA FAUVER	REC CENTER	02/17/2025	89.82
THE HOME DEPOT #1506	LOUISVILLE	DAVID BARIL	GOLF COURSE	02/15/2025	96.52

THE HOME DEPOT #1506	LOUISVILLE	DAVID BARIL	GOLF COURSE	02/14/2025	238.41
THE HOME DEPOT #1506	LOUISVILLE	KERRY KRAMER	PARKS	02/14/2025	24.56
THE HOME DEPOT #1506	LOUISVILLE	DANIEL SALAS ROBLES	PARKS	02/14/2025	50.14
THE HOME DEPOT #1506	LOUISVILLE	ANDY ELLIS	PARKS	02/14/2025	34.73
THE HOME DEPOT #1506	LOUISVILLE	VICKIE ILKO	OPERATIONS	02/14/2025	74.84
THE HOME DEPOT #1506	LOUISVILLE	JEFF OWENS	WATER	02/13/2025	28.82
THE HOME DEPOT #1506	LOUISVILLE	ANDY ELLIS	PARKS	02/13/2025	74.47
THE HOME DEPOT #1506	LOUISVILLE	ANDY ELLIS	PARKS	02/12/2025	25.33
THE HOME DEPOT #1506	LOUISVILLE	JACOB MARINKOVICH	PARKS	02/12/2025	100.01
THE HOME DEPOT #1506	LOUISVILLE	JEFF ROBISON	FACILITIES	02/12/2025	43.94
THE HOME DEPOT #1506	LOUISVILLE	DANIEL BIDLEMEN	REC CENTER	02/11/2025	195.80
THE HOME DEPOT #1506	LOUISVILLE	AARON GRANT	PARKS	02/11/2025	35.94
THE HOME DEPOT #1506	LOUISVILLE	DANIEL SALAS ROBLES	PARKS	02/11/2025	142.15
THE HOME DEPOT #1506	LOUISVILLE	DILLON FEE	OPERATIONS	02/11/2025	78.94
THE HOME DEPOT #1506	LOUISVILLE	KERRY KRAMER	PARKS	02/11/2025	17.96
THE HOME DEPOT #1506	LOUISVILLE	JACOB MARINKOVICH	PARKS	02/11/2025	71.89
THE HOME DEPOT #1506	LOUISVILLE	VICKIE ILKO	OPERATIONS	02/10/2025	45.79
THE HOME DEPOT #1506	LOUISVILLE	KERRY KRAMER	PARKS	02/10/2025	26.34
THE HOME DEPOT #1506	LOUISVILLE	KERRY KRAMER	PARKS	02/10/2025	10.86
THE HOME DEPOT #1506	LOUISVILLE	NORMAN MERLO	GOLF COURSE	02/10/2025	140.63
THE HOME DEPOT #1506	LOUISVILLE	MATT LOOMIS	PARKS	02/07/2025	12.71
THE HOME DEPOT #1506	LOUISVILLE	ANDY ELLIS	PARKS	02/06/2025	11.95
THE HOME DEPOT #1506	LOUISVILLE	VICKIE ILKO	OPERATIONS	02/06/2025	19.98
THE HOME DEPOT #1506	LOUISVILLE	DARRICK LAYTON	PARKS	02/06/2025	19.94
THE HOME DEPOT #1506	LOUISVILLE	DARRICK LAYTON	PARKS	02/06/2025	49.70
THE HOME DEPOT #1506	LOUISVILLE	SHANE MAHAN	OPERATIONS	02/05/2025	22.94
THE HOME DEPOT #1506	LOUISVILLE	JACOB MARINKOVICH	PARKS	02/05/2025	9.98
THE HOME DEPOT #1506	LOUISVILLE	JACOB MARINKOVICH	PARKS	02/05/2025	13.41
THE HOME DEPOT #1506	LOUISVILLE	GEOFFREY KOZLOWSKI	PARKS	02/04/2025	230.09
THE HOME DEPOT #1506	LOUISVILLE	ANDY ELLIS	PARKS	02/04/2025	41.71
THE HOME DEPOT #1506	LOUISVILLE	CHAD ROOT	BUILDING SAFETY	02/04/2025	49.88
THE HOME DEPOT #1506	LOUISVILLE	DANIEL SALAS ROBLES	PARKS	02/04/2025	74.97
THE HOME DEPOT #1506	LOUISVILLE	AARON GRANT	PARKS	02/04/2025	42.40
THE HOME DEPOT #1506	LOUISVILLE	DANIEL SALAS ROBLES	PARKS	02/04/2025	19.16
THE HOME DEPOT #1506	LOUISVILLE	DANIEL SALAS ROBLES	PARKS	02/04/2025	53.82
THE HOME DEPOT #1506	LOUISVILLE	JOSEPH CAMPANA	OPERATIONS	02/03/2025	130.77
THE HOME DEPOT #1506	LOUISVILLE	ANDY ELLIS	PARKS	02/03/2025	12.88
THE HOME DEPOT #1506	LOUISVILLE	JOSE TORRES	OPERATIONS	02/03/2025	98.94
THE HOME DEPOT #1506	LOUISVILLE	SUSAN KENNEY	POLICE	02/01/2025	15.25
THE HOME DEPOT #1506	LOUISVILLE	HUGO VALDEZ	OPERATIONS	01/31/2025	64.96
THE HOME DEPOT #1506	LOUISVILLE	MATT LOOMIS	PARKS	01/31/2025	58.11
THE HOME DEPOT #1506	LOUISVILLE	MATTHEW ROWE	FACILITIES	01/31/2025	13.74
THE HOME DEPOT #1506	LOUISVILLE	KEN MATHEWS	OPERATIONS	01/31/2025	104.22
THE HOME DEPOT #1506	LOUISVILLE	JACOB MARINKOVICH	PARKS	01/30/2025	117.90
THE HOME DEPOT #1506	LOUISVILLE	KEVIN FREY	FACILITIES	01/30/2025	29.99

THE HOME DEPOT #1506	LOUISVILLE	BRADLEY AUSTIN	PARKS	01/29/2025	7.22
THE HOME DEPOT #1506	LOUISVILLE	ANDY ELLIS	PARKS	01/29/2025	54.25
THE HOME DEPOT #1506	LOUISVILLE	JEFFREY ROBINET	OPERATIONS	01/29/2025	35.92
THE HOME DEPOT #1506	LOUISVILLE	JACK MANIAN	OPERATIONS	01/29/2025	77.96
THE HOME DEPOT #1506	LOUISVILLE	MATTHEW ROWE	FACILITIES	01/28/2025	64.40
THE HOME DEPOT #1506	LOUISVILLE	JOSEPH CAMPANA	OPERATIONS	01/28/2025	29.98
THE HOME DEPOT #1506	LOUISVILLE	HUGO VALDEZ	OPERATIONS	01/27/2025	83.78
THE HOME DEPOT #1506	LOUISVILLE	DANIEL BIDLEMEN	REC CENTER	01/27/2025	29.99
THE HOME DEPOT #1506	LOUISVILLE	DANIEL SALAS ROBLES	PARKS	01/27/2025	63.88
THE HOME DEPOT #1506	LOUISVILLE	VICKIE ILKO	OPERATIONS	01/27/2025	49.00
THE HOME DEPOT #1506	LOUISVILLE	SARAH KELLY	PARKS	01/23/2025	29.90
THE HOME DEPOT #1506	LOUISVILLE	SHANE MAHAN	OPERATIONS	01/23/2025	26.96
THE HOME DEPOT #1506	LOUISVILLE	NORMAN MERLO	GOLF COURSE	01/23/2025	65.98
THE HOME DEPOT #1506	LOUISVILLE	BRADLEY AUSTIN	PARKS	01/23/2025	30.15
THE HOME DEPOT #1506	LOUISVILLE	RICHARD RESENDEZ	OPERATIONS	01/23/2025	169.00
THE HOME DEPOT #1506	LOUISVILLE	RICHARD RESENDEZ	OPERATIONS	01/23/2025	260.94
THE HOME DEPOT #1506	LOUISVILLE	DANIEL SALAS ROBLES	PARKS	01/22/2025	43.11
THE HOME DEPOT #1506	LOUISVILLE	JACOB MARINKOVICH	PARKS	01/22/2025	54.37
THE HOME DEPOT #1506	LOUISVILLE	NORMAN MERLO	GOLF COURSE	01/21/2025	10.66
THE HOME DEPOT #1506	LOUISVILLE	JACK MANIAN	OPERATIONS	01/21/2025	18.97
THE HOME DEPOT #1506	LOUISVILLE	ANDY ELLIS	PARKS	01/21/2025	3.36
THE HOME DEPOT #1506	LOUISVILLE	DAVID DEAN	GOLF COURSE	01/21/2025	24.00
THE HOME DEPOT PRO	ATLANTA	KATHLEEN D LORENZO	PARKS	02/04/2025	315.30
THE LIBRARY STORE	TREMONT	JILL SIEWERT	LIBRARY	02/18/2025	68.49
THEPARKINGSPOT-508RC	COMMERCE CITY	JOHN BROOKS	POLICE	01/26/2025	86.67
THREE LEAF CATERING	LOUISVILLE	KRISTEN BODINE	LIBRARY	02/07/2025	250.00
TRACTOR SUPPLY CO #550	BRENTWOOD	JACOB MARINKOVICH	PARKS	02/12/2025	270.44
TRANSWEST FREIGHTLINER	BRIGHTON	KELLY THARP	OPERATIONS	01/30/2025	192.76
TRANSWEST FREIGHTLINER	BRIGHTON	KELLY THARP	OPERATIONS	01/30/2025	192.76
TRANSWEST FREIGHTLINER	BRIGHTON	KELLY THARP	OPERATIONS	01/30/2025	274.81
TRANSWEST FREIGHTLINER	BRIGHTON	KELLY THARP	OPERATIONS	01/30/2025	115.13
TRELLO.COM* ATLASSIAN	NEW YORK	MINDY OLKJER	PUBLIC WORKS	02/01/2025	5.00
TRELLO.COM* ATLASSIAN	NEW YORK	MINDY OLKJER	PUBLIC WORKS	01/27/2025	108.00
TST*BITTERSWEET - CAFE	LOUISVILLE	RYDER BAILEY	FINANCE	02/07/2025	12.72
TST*THE HUCKLEBERRY	LOUISVILLE	KURT KOWAR	PUBLIC WORKS	01/29/2025	110.61
TST*VERDE - LOUISVILLE	LOUISVILLE	MINDY OLKJER	PUBLIC WORKS	01/22/2025	47.20
TRANSPARENT INFORMATIO	3032178747	LESLIE RINGER	HUMAN RESOURCES	02/06/2025	474.75
UBER *TRIP	8005928996	RAFAEL GUTIERREZ	POLICE	02/17/2025	18.98
UNC EVENTS 1	GREELEY	MIKE MILLER	POLICE	01/24/2025	564.50
UNITED AIRLINES	UNITED.COM	MEREDYTH MUTH	CITY MANAGER	01/22/2025	1,048.54
USABLUEBOOK	ATLANTA	TANNER THORSON	WASTEWATER	01/28/2025	125.70
USPS PO 0756700237	SUPERIOR	LESLIE RINGER	HUMAN RESOURCES	02/07/2025	50.90
UTILITY ASSOCIATES INC	DECATUR	SARA PECK	POLICE	02/17/2025	144.00
VZWRLSS*MY VZ VB P	800-922-0204	TANYA SCOTT	FINANCE	01/24/2025	6,726.90
VZWRLSS*PRPAY AUTOPAY	888-294-6804	MINDY OLKJER	PUBLIC WORKS	02/08/2025	20.00

WAL-MART #1045	LAFAYETTE	NATHANIEL GOECKNER	PARKS	01/23/2025	18.54
WALGREENS #7006	SUPERIOR	PATRICIA MORGAN	REC CENTER	02/04/2025	4.59
WEIFIELD GROUP CONTRAC	CENTENNIAL	CATHERINE JEPSON	PARKS	01/30/2025	462.50
WESTERN PAPER DISTRIBU	DENVER	KELLY THARP	OPERATIONS	02/10/2025	145.88
WESTERN PAPER DISTRIBU	DENVER	KELLY THARP	OPERATIONS	02/10/2025	344.27
WESTERN PAPER DISTRIBU	DENVER	KELLY THARP	OPERATIONS	02/10/2025	507.36
WESTERN PAPER DISTRIBU	DENVER	KELLY THARP	OPERATIONS	02/10/2025	780.84
WESTERN PAPER DISTRIBU	DENVER	KELLY THARP	OPERATIONS	02/10/2025	155.02
WESTERN PAPER DISTRIBU	DENVER	KELLY THARP	OPERATIONS	02/10/2025	219.75
WESTERN PAPER DISTRIBU	DENVER	TANYA SCOTT	FINANCE	01/24/2025	30.50
WHITESIDES BOOTS AND C	BRIGHTON	MATT LOOMIS	PARKS	02/05/2025	149.99
WHITESIDES BOOTS AND C	BRIGHTON	KERRY KRAMER	PARKS	01/29/2025	189.99
WHITESIDES BOOTS AND C	BRIGHTON	AARON GRANT	PARKS	01/28/2025	159.99
WHITESIDES BOOTS AND C	BRIGHTON	BRADLEY AUSTIN	PARKS	01/28/2025	119.99
WHITESIDES BOOTS AND C	BRIGHTON	DARRICK LAYTON	PARKS	01/28/2025	199.99
WHITESIDES BOOTS AND C	BRIGHTON	ROBERT BERNHARDT	PARKS	01/28/2025	119.99
WHITESIDES BOOTS AND C	BRIGHTON	MATT ISABELL	PARKS	01/28/2025	119.99
WHITESIDES BOOTS AND C	BRIGHTON	GEOFFREY KOZLOWSKI	PARKS	01/28/2025	189.99
WHITESIDES BOOTS AND C	BRIGHTON	LUKE LAYTON	PARKS	01/28/2025	179.99
WHITESIDES BOOTS AND C	BRIGHTON	KEN MATHEWS	OPERATIONS	01/24/2025	225.00
WHITESIDES BOOTS AND C	BRIGHTON	KEN MATHEWS	OPERATIONS	01/24/2025	225.00
WHOLEFDS SUP 10445	SUPERIOR	VINCENT WRAY	WATER	02/09/2025	9.68
WM SUPERCENTER #5341	BROOMFIELD	LANA FAUVER	REC CENTER	02/11/2025	73.45
WWW.PINSANDACES.COM	ARVADA	MARK JENSEN	GOLF COURSE	02/03/2025	600.00
WWW.RMACES.ORG	CENTENNIAL	BENJAMIN FRANCISCO	OPERATIONS	02/13/2025	1,235.80
WWW.RMACES.ORG	CENTENNIAL	MINDY OLKJER	PUBLIC WORKS	01/30/2025	308.95
XERCES SOCIETY, INC	PORTLAND	KAYLA CORCELLI	PARKS	02/12/2025	200.00
XEROX BUSINESS SOLUTIO	PAYMYINVOICE@	TANYA SCOTT	FINANCE	02/05/2025	1,281.72
ZORO TOOLS INC	BUFFALO GROVE	KEVIN FREY	FACILITIES	02/12/2025	651.60
EBAY O*08-12612-74482	SAN JOSE	KEVIN FREY	FACILITIES	01/30/2025	379.29
EBAY O*23-12635-70274	SAN JOSE	GIGI YANG	LIBRARY	01/31/2025	41.99
					156,209.07
				1/22/25 transactions	16,426.77
					$172,635.84
					172,201.38
					$434.46

City of Louisville
COLORADO • SINCE 1878

SUBJECT: **RESOLUTION NO. 15, SERIES 2025 – A RESOLUTION AUTHORIZING CHANGES TO THE APPROVED SIGNERS FOR THE CITY'S BANKING AND FINANCIAL ACCOUNTS**

DATE: **MARCH 18, 2025**

PRESENTED BY: **RYDER BAILEY, FINANCE DIRECTOR**

SUMMARY:
Best fiscal and financial practices require the City to adopt formal approval of authorized employees to conduct the City's financial transactions. In fact, some investment relationships will not change authority without a Council action.

Due to the resignation of the current City Clerk, the City needs to move this authorization to the Interim City Clerk. This resolution also adds Senior Accountant, Julie Glaser as a replacement for the former Accounting Manager.

FISCAL IMPACT:
None

PROGRAM/SUB-PROGRAM IMPACT:
The Resolution addresses the Finance objective to monitor financial policies and activities and all internal controls to ensure the safeguarding of public assets.

RECOMMENDATION:
Approval of the resolution.

ATTACHMENTS:
1. Resolution No. 15, Series 2025

STRATEGIC PLAN IMPACT:

☒	**Financial Stewardship & Asset Management**	☐	**Reliable Core Services**
☐	**Vibrant Economic Climate**	☐	**Quality Programs & Amenities**
☐	**Engaged Community**	☐	**Healthy Workforce**
☐	**Supportive Technology**	☐	**Collaborative Regional Partner**

RESOLUTION NO. 15
SERIES 2025

A RESOLUTION AUTHORIZING CHANGES TO THE APPROVED SIGNERS FOR THE CITY'S BANKING AND FINANCIAL ACCOUNTS

WHEREAS, the City of Louisville Council has various accounts with banking and financial institutions; and

WHEREAS, the City Council further desires to identify persons authorized as signers to the City banking and financial accounts.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. The City Council hereby authorizes (1) Ryder Bailer, Finance Director, (2) Julie Glaser, Senior Accountant, and (3) Genny Kline, Interim City Clerk, as authorized signers for City banking and financial accounts.

Section 2. The City Council hereby directs the removal of any former permanent or interim employees and officers previously assigned as signers to the City bank and financial accounts.

Section 3. The City Manager is hereby authorized to execute and deliver all documents necessary to effect the changes described herein.

PASSED AND ADOPTED this 18th day of March 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

City of Louisville
COLORADO • SINCE 1878

SUBJECT: **PARKS, RECREATION AND OPEN SPACE (PROS) LONG-RANGE PLAN AND TRAILS MASTER PLAN AWARD**

1. **AWARD THE PARKS, RECREATION AND OPEN SPACE DEPARTMENT LONG-RANGE PLAN AND TRAILS MASTER PLAN PROJECTS TO DTJ DESIGN, INC.**

2. **APPROVE A NOT-TO-EXCEED CONSULTING CONTRACT WITH DTJ DESIGN, INC. AND AUTHORIZE STAFF TO EXECUTE CHANGE ORDERS WITHIN THE IDENTIFIED BUDGET OF $400,000**

DATE: **MARCH 18, 2024**

PRESENTED BY: **BRYON WEBER, PROS PROJECT MANAGER**
ADAM BLACKMORE, PROS DIRECTOR

SUMMARY:
Following Council's October 15, 2024 approval of a draft Request for Proposal, PROS staff began a competitive bidding process to solicit proposals for a long-range plan, trails master plan and Cottonwood/Lake Park site design services for the PROS Department and its divisions.

The department received 8 complete proposals and developed a short-list of 4 respondents for formal interviews. An interview panel was assembled with a representative from each PROS Division, along with a staff member from Community Development, Public Works, and City Communications. Based on the panel's aggregate scoring and follow-up conversations with two finalist consulting teams, Staff recommend that Council award the combined project(s) to the consulting team led by DTJ Design Inc. (DTJ) based out of Boulder, CO.

Staff believe that DTJ is positioned for success for multiple reasons. First, the firm has documented success delivering similar full-department Parks, Recreation and Open Space plans while also completing parallel trail planning services for other Colorado communities including Breckenridge, Broomfield and Erie (on-going). Second, DTJ has assembled a sub-consultant team with local experience and subject matter expertise on numerous relevant topics including: natural resource (open space) management, trail design and policy, recreation administration, public engagement and community surveying. Finally, we have confidence that the project leadership brings the appropriate expertise and eagerness to partner with our community and pursue the diverse desires and needs throughout the process.

Enclosed is a detailed statement of work which outlines the intended project approach, scope, team responsibilities, community engagements, deliverables and associated fee allocations for each plan component.*

*The Cottonwood Park / Lake Park Open Space site concept plan has been removed from this award. The $300,000 available budget was determined to be insufficient to cover the site planning services in combination with the Department's Long-Range Plan. As staff worked with DTJ to refine the scope of all three requested planning processes, the Long-Range Plan warranted a higher degree of attention and associated fee allocation than what was accounted for in the original bid. The decision was made to focus the available funding towards the Long-Range Plan for two primary needs. First was ensuring that sub-consultants (particularly the community survey and natural resources experts) had sufficient fee for involvement throughout the projects. Second was to preserve a robust public input process with multiple open houses, advisory board meetings, stakeholder and focus groups, etc. Staff hope this approach will help maintain the integrity of the planning process and result in quality deliverables for each PROS division. This decision also allows a portion of available funds to remain available for contingency needs and/or be used for additional services such as videography and digital marketing to enhance the public engagement efforts. Dedicated funding for the Trails Master Plan remains at $100,000 as originally designated.

FISCAL IMPACT:
The tabulation of fees proposed by the 8 respondents is below. DTJ Design's original proposal was the second lowest bidder overall and after staff review of the submitted proposals, the lowest bidder of the four short-list firms.

	Service Fees Submitted in Exhibit A - Cost Proposal Form				
Lead Consultant	**Fee Total**	**Long Range Plan**	**Add Alt #1 - Trail System**	**Add Alt #2 - Cottonwood**	**Other**
Land Design	$ 385,000.00	$ 225,000.00	$ 100,000.00	$ 60,000.00	$ -
DTJ	$ 391,116.00	$ 247,318.00	$ 92,166.00	$ 51,632.00	$ -
BerryDunn	$ 396,962.00	$ 212,526.00	$ 99,508.00	$ 84,928.00	$ -
Logan Simpson	$ 399,860.00	$ 250,648.00	$ 99,947.00	$ 49,265.00	$ -
Design Workshop	$ 400,000.00	$ 292,000.00	$ 100,000.00	$ 8,000.00	$ -
SCJ Alliance	$ 451,035.00	$ 270,173.00	$ 109,051.00	$ 71,811.00	$ -
Kimley Horn	$ 452,000.00	$ 284,000.00	$ 100,000.00	$ 65,000.00	$ 3,000.00
110 Percent	$ 463,330.00	$ 271,970.00	$ 99,900.00	$ 91,460.00	$ -

Note: Firms are listed in order of fee total only. **Bold** indicates firms short-listed for interview.

As outlined below, the City currently has $300,000 allocated to the PROS long-range planning effort and an additional $100,000 specifically for the trails planning component.

Note that DTJ's current fees differ from their original proposal due to further discussions for how to best maximize the consulting team's services within the City's overall budget and Staff's final deliverable expectations along with a desire to hold some funds for potential additional service investments and general contingency purposes.

Available Budget	
Acct. No. 210522-630188 (Open Space – PROS Long Range Plan)	$150,000
Acct. No. 211511-630188 (Parks – PROS Long Range Plan)	$150,000
Acct. No. 210528-660316 (Open Space – Trails Master Plan)	$50,000
Acct. No. 211511-660316 (Parks – Trails Master Plan)	$50,000
Total Available:	**$400,000**

Anticipated Expenditures	
PROS Long Range Plan	$275,500
Trails Master Plan	$100,000
~~**Cottonwood Park & Lake Park OS Concept Plan**~~	~~$0.00~~
Contingency / Additional Services (T.B.D)	$24,500
Total Not-to-Exceed:	**$400,000**
Budget Remaining	($0)

SCHEDULE:
Staff intend to work with the consulting team on project planning tasks beginning in the spring of 2025, with community engagement beginning in the summer and anticipated plan adoption in 2026. Based on an initial schedule projection the long-range plan and trails master plan are to take place concurrently and are estimated to take 17-months to complete.

PROGRAM/SUB-PROGRAM IMPACT:
The recommended planning efforts support goals from all PROS Divisions, including:

1) Parks: Providing well-maintained parks and landscaped areas that are easy to walk to and enjoyable to visit or see; sports facilities that are fully used and properly maintained; and a suitable final resting place that meets community needs.
2) Recreation: Promoting the physical, mental and social well-being of residents and visitors through a broad range of high quality, reasonably priced recreation and leisure activities for people of all ages, interests and ability levels.
3) Open Space & Trails: Acquiring candidate properties as they become available and preserve, enhance and maintain native plants, wildlife, wildlife and plant habitat, cultural resources, agriculture and scenic vistas and appropriate passive recreation.
4) Golf: Providing an enjoyable, yet challenging course for residents and visitors of all skill levels. Attract and retain golfers by offering competitive rates and amenities, continuous maintenance and professional management. Operate as an Enterprise by generating sufficient revenue to cover operations, debt service and capital replacement.

RECOMMENDATION:
Staff recommends City Council vote in support of the award to DTJ, approve the master consulting agreement for $375,500 with an amount not-to-exceed $400,000 and authorize the Mayor, City Manager, Parks, Recreation, and Open Space Director and City Clerk to sign and execute contract documents on behalf of the City.

ATTACHMENT:

1) Signed Agreement (with Exhibit A - Scope of Work and Exhibit B - Fee Table)

STRATEGIC PLAN IMPACT:

☒	**Financial Stewardship & Asset Management**	☒	**Reliable Core Services**
☐	**Vibrant Economic Climate**	☒	**Quality Programs & Amenities**
☒	**Engaged Community**	☐	**Healthy Workforce**
☐	**Supportive Technology**	☒	**Collaborative Regional Partner**

INDEPENDENT CONTRACTOR AGREEMENT
BY AND BETWEEN THE CITY OF LOUISVILLE
AND DTJ DESIGN INC.
FOR PROS LONG RANGE PLANNING, TRAILS MASTER PLANNING
AND COTTONWOOD/LAKE PARK CONCEPT DESIGN SERVICES

1.0 PARTIES

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is made and entered into this 19TH day of March, 2025 (the "Effective Date"), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the "City", and **DTJ Design Inc.** a Colorado Corporation, hereinafter referred to as the "Contractor".

2.0 RECITALS AND PURPOSE

2.1 The City desires to engage the Contractor for the purpose of providing PROS Long Range Plan and Trails Master Plan services as further set forth in the Contractor's Scope of Services set forth in Section 3.0 of this Agreement (which services are hereinafter referred to as the "Services").

2.2 The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Contractor agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. Contractor shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City.

4.0 COMPENSATION

4.1 The City shall pay the Contractor for Services under this Agreement a total not to exceed the amounts set forth in Exhibit "B" attached hereto and incorporated herein by this reference. For Services compensated at hourly or per unit rates, or on a per-task basis, such rates or costs per task shall not exceed the amounts set forth in Exhibit B. The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services ("Pre-Approved Expenses"). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Contractor's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside Contractor fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any Services which exceeds the amount payable under the terms of this Agreement.

4.2 The Contractor shall submit monthly an invoice to the City for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the previous month.

The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the City. The Contractor shall provide such additional backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

5.1 The City designates Bryon Weber as the responsible City staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by Bryon Weber and such person's designees.

5.2 The Contractor designates Keith Walzak as its project manager and S. Christopher Moore as the Principal in Charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly Keith Walzak, and such replacement require the City or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

6.0 TERM

6.1 The term of this Agreement shall be from the Effective Date to December 31st, 2026, unless sooner terminated pursuant to Section 13, below. The Contractor's Services under this Agreement shall commence on March 19th, 2025 and Contractor shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements.

6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7.0 INSURANCE

7.1 The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of Services hereunder. The required coverages are:

7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.

7.1.2 General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.

7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than $400,000 per person in any one occurrence and $1,000,000 for two or more persons in any one occurrence, and auto property damage insurance of at least $50,000 per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Services. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each officer or employee of the Contractor providing services to the City of Louisville under this contract.

7.2 The Contractor's general liability insurance and automobile liability and physical damage insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. Such policies shall contain a severability of interests provision. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

7.3 Certificates of insurance shall be provided by the Contractor as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

7.4 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

7.5 The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the City or Contractor and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Contractor. The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

9.0 QUALITY OF WORK

Contractor's Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of the City.

10.0 INDEPENDENT CONTRACTOR

It is the expressed intent of the parties that the Contractor is an independent contractor and not the agent, employee or servant of the City, and that:

10.1. **CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE CITY.**

10.2. **CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY.**

10.3. Contractor does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.

10.4. Contractor has and retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder.

10.5. The City will not provide training or instruction to Contractor or any of its employees regarding the performance of the Services hereunder.

10.6. Neither the Contractor nor any of its officers or employees will receive benefits of any type from the City.

10.7. Contractor represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.

10.8. All Services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.

10.9. Contractor will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

11.0 ASSIGNMENT

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the City's prior written consent.

12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13.0 TERMINATION

13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

13.2 In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the Services rendered to the date of termination, not to exceed a pro-rated daily rate, for the Services rendered to the date of termination, and upon such payment, all obligations of the City to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole

and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City and in hardcopy or an electronic format acceptable to the City, or both, as the City shall determine. Contractor shall not provide copies of any such material to any other party without the prior written consent of the City. Contractor shall not use or disclose confidential information of the City for purposes unrelated to performance of this Agreement without the City's written consent.

16.0 ENFORCEMENT

16.1 In the event that suit is brought upon this Agreement to enforce its terms, the parties shall each bear and be responsible for their own attorneys' fees and court costs.

16.2 This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the courts of Boulder County or the federal district court for the District of Colorado, and in no other court. Colorado law shall apply to the construction and enforcement of this Agreement.

17.0 COMPLIANCE WITH LAWS

Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by email transmission, addressed to the party for whom it is intended at the following address:

If to the City:

City of Louisville
Attn: PROS Project Manager
749 Main Street
Louisville, CO 80027
e-mail: bweber@louisvilleco.gov

If to the Contractor:

DTJ Design, Inc.
Attn: Keith Walzak
3101 Iris Ave. Suite 130
Boulder, CO 80301
e-mail: kwalzak@dtjdesign.com

Except for notices by email transmission, any notice required or permitted under this Agreement shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail. Notices by email transmission shall be effective on transmission, so long as no message of error or non-receipt is received by the party giving notice. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

20.0 EQUAL OPPORTUNITY EMPLOYER

a) Contractor will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, color, religion, national origin, disability, genetic information, sexual orientation, veteran status, or any other applicable status protected by state or local law. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any status set forth in the preceding sentence. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

b) Contractor shall be in compliance with the applicable provisions of the American with Disabilities Act as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

Contractor may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Contractor will submit any proposed subcontractor and the description of its services to the City for approval. The City will not work directly with subcontractors.

23.0 AUTHORITY TO BIND

Each of the persons signing below on behalf of any party hereby represents and warrants that such person is signing with full and complete authority to bind the party on whose behalf of whom such person is signing, to each and every term of this Agreement.

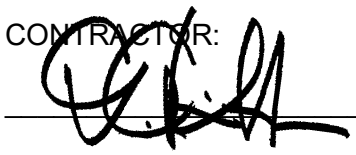
In witness whereof, the parties have executed this Agreement to be effective as of the day and year first above written.

CITY OF LOUISVILLE

By:_____
Christopher Leh, Mayor

Attest:_____
City Clerk

CONTRACTOR:



By: S. Christopher Moore

Title: Chief Executive Officer + Vice President, DTJ Design Inc.

EXHIBIT A: Scope of Work

City of Louisville Parks, Recreation & Open Space (PROS) Department
Long Range Plan + Trails Master Plan
3-18-2025

SCOPE OF SERVICES

The following Scope of Work is based on four phases of work. The anticipated project duration is 17 months from Notice-to-Proceed to adoption of the Long-Range Plan and Trails Master Plan (March 2025 – August 2026). The Consultant will provide A final Project Schedule as part of Task 1.3: Community Engagement Plan. Phases The Long-Range Plan and the Trails Master Plan will be completed concurrently.

PHASE I: PROJECT INITIATION

TASK 1.1: PROJECT MANAGEMENT, ADMINISTRATION + PROGRESS REPORTING

The Consultant (herein referred to as DTJ Design and subconsultant team members) will provide project management and coordination with the city project management team, assist in facilitating ongoing meetings and plan monitoring as defined in the approved internal Project Work Plan (PWP). The Consultant will meet with the city Project Manager and representatives as part of regularly scheduled management meetings to review specific tasks throughout the project duration. Meeting summary notes will be provided, and the PWP and schedule will be updated as needed. Monthly Progress Reports will be issued as part of the regular monthly billing cycle. Work sessions and regular project management meetings may be held virtually. Meeting agendas will be provided for the staff ahead of time. In coordination with the city staff, the Consultant will be responsible for:

- Project Work Plan activities
- Project Management Team meetings (not to exceed 6 for Phases II-IV)
- Contract scope, scheduling, and budgeting
- Communications, project tracking and invoicing
- Monthly progress reports

TASK 1.2: KICK-OFF MEETING + STUDY AREA TOUR

The Consultant will participate in an initial in-person Kick-off Meeting with staff and other representatives to introduce project team members and review project assumptions and anticipated project outcomes. The Kick-off Meeting will clarify staff and consultant roles and responsibilities, project deliverables and exclusions, and communication protocols. Participants will clarify current and past reports, Geographic Information Systems (GIS) shapefile data, and other information to be provided by the city as part of a Request for Information (RFI), and whether additional data will be required to support future tasks for the Plan process. If any identified gaps of information are determined, the parties shall agree on how that data will be accounted for and by whom. The Consultant will participate in a Study Area Tour organized by the city to understand the department's properties and assets.

TASK 1.3: COMMUNITY ENGAGEMENT PLAN (CEP)

The Consultant will collaborate with staff to develop a project Community Engagement Plan (CEP) that defines the project's outreach strategy. The CEP will clarify the engagement activities and staff resources and roles, organizations, boards, and technical working groups, committees, and community-based organizations and contacts associated with the plan process. A detailed schedule will identify each meeting purpose and timeline. The CEP will confirm protocols for email correspondence, digital and print collateral, and any required language translation services. Staff will provide input on stakeholders, focus group participants and session topics, and contact information of volunteer board and elected officials. One set of written comments will be provided by the city. The city will use its current city web platform as the primary web tool for the project.

PHASE I DURATION: ~8 WEEKS

MEETINGS

- Kick-off Meeting (1.5 hr.) and Study Area Tour (2 hr. van tour organized by city staff)
- Ongoing Project Management Meetings (up to 2) and Progress Reporting

DELIVERABLES

- Project Work Plan (PDF format)
- Community Engagement Plan (PDF format)

PHASE II: ASSESSMENT, EXPLORATION + IDEAS

TASK 2.4: RESEARCH, DATA COLLECTION, TRENDS + NEEDS ASSESSMENT

The Consultant will utilize existing data such as past plans and studies, habitat and species data and high value land conservation data (as example) developed by the city as the foundation of the Needs Assessment. After a review of this and other information provided by the city, any gaps or missing information will be identified. This information, along with the assessment of the trail system and each division's current facilities, programs, and operations, will form the basis for the direction and specific plan recommendations. A review will include the previous PROS Plan policies and standards, inventory of current assets and programs, mapping, and data sets and include the city GIS shapefile data to assess the quality, location, and distribution of facilities and amenities. The Needs Assessment will identify gaps with facilities and services based on population distribution, trails system connectivity and access, and industry standards such as universal access to define needs and priorities.

The Consultant will address facilities, properties, and programs, operational, and capacity issues and include recommendations on how best to establish a financially sustainable program that meets the demands and needs of Louisville's recreational assets. The evaluation will consider current levels of service standards and evaluate existing facilities and programs to meet community preferences and trends. The review will include a high-level analysis of elements such as:

- Demographics
- Existing city parks, open space properties, and trail system
- Recreation & Senior Center facilities, programs, and services
- Coal Creek Golf Course facilities, programs, and services
- Comparative best practices
- Relevant standards such as National Recreation and Park Association (NRPA), AASHTO and other examples
- Review of maintenance practice and standards
- Operations structure and staffing
- Demand and SWOT analysis

The Needs Assessment will consider the life expectancy of each division's assets and the backlog of deferred maintenance needs to create a list of improvements necessary to continue to meet current standards. The Consultant will prioritize needs into a short-mid-and long-term ranking system to inform participants and work with staff to strategize a capital improvement program for backlog needs, renovations, and new facilities. The process will apply a high-level evaluation to compare how Louisville lines-up with other communities based on amenities, square foot estimates per resident, residents per facility and overall size. The level of analysis will address existing assets (including recreational facilities, parks, open spaces, and trails), management, maintenance, and operations procedures, and Capital Improvement Program history and needs.

The Consultant will meet with Division managers as part of the stakeholder interview process to discuss their operations and how individual operations interface with the rest of the department operational needs. For the recreation and Coal Creek golf operations, the Consultant will conduct site visits and gap analysis to show current and future golf operations as well as an understanding of asset valuation of the facilities. The Consultant will incorporate the observed findings as part of a high-level summary to illustrate current facilities, rates of participation, staffing, number of golf days produced by the population, and cost recovery data, and capital improvement needs to understand trends and specific actions taken to improve services and revenue. The Consultant will identify key priorities and develop planning level recommendations to address recreational facility and golf course uses. A follow-up visit with Division managers may be scheduled to refine the initial findings and draft reporting.

The Consultant will develop a summary of current PROS mission, values, current goals, policies, and trends analysis and a Strengths, Weaknesses, Opportunities, and Threats (SWOT) matrix to summarize existing conditions and needs. The research will form the basis for a path forward to improving services, identify capital and operational needs and include topics such as:

- Sub-regional influences
- Intra-agency cooperation
- Social-economic and demographic trends
- Diversity and equity programs and needs
- Parks, Opens Space and trail system facilities inventory, and assessment
- Recreation & Senior Center program analysis
- Outdoor recreation amenities, programs, and services
- Golf program assessment
- Multi-generational health and wellness programs and events
- Universal Access and Americans with disabilities (ADA)
- Levels of service
- Supply and demand
- Peer community comparisons
- Gap analysis
- Public art and cultural/historical activities
- Natural resources, open lands, and urban trails; trail Infrastructure
- Land Dedication Ordinance
- Standards and specifications
- Project review procedures (Capital Improvement Program and funding sources)

TASK 2.5: COMMUNITY ENGAGEMENT ACTIVITIES
The project's community engagement activities will focus on executing the community outreach program identified in the approved CEP. The Consultant will meet with staff to clarify roles and responsibilities, confirm, plan, and facilitate outreach program activities, and coordinate website and technical content for digital and print surveys, print postcards, and required language translation services (not a part of this Scope of Services). The Consultant will prepare information including maps, presentations, graphics, handouts, and track comments, summarize public input, and incorporate input and project summaries.

Stakeholder Interviews (5)
Up to 5 – 1 hr. stakeholder interviews will include internal agency (division) staff such as administration, planning, operations, recreational programs, trails maintenance, events, and other staff, and external stakeholders such as foundation and non-profits, environmental and trails advocacy, youth and senior programs, and multicultural group representatives. Typically, up to 4 participants will attend each interview. The meeting summary notes will be prepared by the Consultant and made available to staff and uploaded onto the project website if determined appropriate.

Focus Group Sessions (3)
The Consultant will coordinate with staff to identify up to three focus groups topics based on plan elements. The focus group sessions will be up to 1.5 hr. long and topics may include recreational programs, culture and arts, sports, neighborhood and community parks, natural open space, conservation, and trails topics. Focus groups may include five to seven representatives per meeting. The Consultant and the city will jointly identify the topic groups. The city will identify the focus group participants and make an initial contact to invite participants to each focus group session. Meeting summary notes will be prepared by the Consultant and made available to staff and uploaded onto the PRD project website.

Community Open House Events (2)
The Consultant will plan and facilitate up to two Community Open House Events to include the PROS Long Range Plan and the Trails Master Plan. The events will concurrently address each plan topic and focus on obtaining input on community values, parks and recreation, and open space and trails needs. The initial Open House Event will be a visioning and goal setting workshop and provide an opportunity for community members to engage and discuss topics for the plan. The second Open House Event will focus on initial plan recommendations and draft implementation strategies. Each Open House Event is 2–3-hour program designed to encourage one-on-one conversations with the community and special interest groups on preferences and needs. The Open House Events will include multiple stations where people can learn about the plan process and provide input on key topics. A brief written online survey will be available through the city website to gather input on specific needs and priorities.

Pop-Up Events (3)
The Consultant will assist in planning and attending up to 3 Pop-up events to be held at various locations throughout the city. Pop-up tents will be provided by the city and be set up at various locations (community center, library, trailheads, or other locations) and as part of planned community events to inform community members and end users and gather input. City staff will support and attend the pop-up events.

Online/ Written Surveys: Preparation, Printing, Distribution, and Data Entry
An online and written survey will be developed and distributed through the city website, and at the pop-up and Open House Events to address plan topics and establish core community values, needs, and priority issues associated with the plan. The online survey will be a statistically valid, communitywide tool. Supplemental written surveys will provide the same content as the online survey and be available at events to solicit input on community preferences concerning parks, recreation and cultural arts programs, and open space, natural resources, and trails. This written supplemental survey is a non-statistically valid survey tool. The survey will be reviewed by the staff prior to printing or uploading onto the city website. The city will be responsible for direct printing costs. The Consultant will coordinate with staff to process survey data entries and summarize the information for website updates. The staff and the Consultant will clarify the details and associated roles with processing the written surveys as part of the project scoping effort.

TASK 2.6: ADVISORY BOARD (6) + CITY COUNCIL UPDATE (1)
The Consultant will participate in up to four advisory board meetings to include (PPLAB, OSAB, RAB, YAB). Additionally, a Joint Advisory Board meeting (1) and Open Space Advisory Board meeting (1) will be scheduled to address key issues with the Long-Range Plan and Trails Master Plan. A City Council update will be scheduled during this time. Scheduled meetings and recorded meeting notes will be the responsibility of the city staff. The Consultant

will prepare PowerPoint presentations and respond to questions. Additional meetings beyond what is identified will require the Consultant and staff to amend the Scope of Services as needed.

TASK 2.7: NEEDS ASSESSMENT INTERIM REPORT
The Consultant will prepare an Interim Needs Assessment Summary Report to address both the technical assessment and community engagement process. The Report will be an appendix item and as part of the project website. In a digital PDF, the summary report will identify the engagement activities, milestone dates, and key inputs. The Consultant will respond to one round of written edits by the staff.

PHASE II DURATION: ~16 WEEKS*
MEETINGS
- Ongoing Project Management Meetings (monthly up to 4) and Progress Reporting
- Staff Work Sessions (up to 2)
- Stakeholder Interviews (5)
- Focus Group Sessions (3 groups)
- PROS Long Range Plan Advisory Board Updates (4)
- City Council Update (1)
- Joint Advisory Board Update (1), Open Space Advisory Board Update (1)

DELIVERABLES
- Interim Needs Assessment Report (PDF format)
- Community Open House Event (1)
- Pop-Up Events (3)
- Statistically Valid Online Survey / Written Survey (Open House and Pop-up Events)

PHASE III: SYNTHESIS + ANALYSIS
TASK 3.8: STAFF WORK SESSION, IMPLEMENTATION STRATEGIES / RECOMMENDATIONS
The Consultant will plan and coordinate up to four Staff Work Sessions to include departmental representatives. The purpose is to review current programs and operations and synthesize focused topics and themes that consistently rise to the top of community and technical discussions. Participants will assess key topics to confirm the previous 2012 PROS Plan priorities and current community needs and desires, and affirm trends and high-priority needs, current policies and standards that should be considered as a carry forward for the current plan process. Each work session will address various phases of work and help develop preliminary recommendations, proposed capital improvements, and operational program requirements for the Plan. Topics will be identified and documented to help inform future recommendations and may include:
- Equitable access to recreational programs
- High-priority open space, resources, land acquisitions, and trail access
- Trails system mapping; existing and future improvements and connections Existing PROS facilities and future needs development
- Level of service standards for PROS facilities, properties, and trails
- Maintenance and operations procedures (revisions, updates or new maintenance plans are not included)
- Current funding programs and potential future parks, recreation facilities, trails, and open spaces funding needs
- Impacts of new/proposed land uses on neighborhood parks
- Land Acquisitions and Management Strategies (detailed land management plans are not included)
- Open Space restoration and mitigation (see Exclusions Section)
- Potential Fees and charges
- Recreation programs and services
- Golf course programs and services (detailed golf course operations and financial business plans are not included)
- Cost recovery goals for each division's programs and services (detailed cost recovery financial plans are not included)

TASK 3.9: DRAFT PROS LONG RANGE PLAN + TRAILS MASTER PLAN
The Consultant will prepare a Draft Plan outline draft table of contents and Plan layout to be reviewed and approved by staff. The PROS Long-Range Plan and Trails Master Plan will be separate documents. To expedite the Draft Plan process, staff will forward any native digital files (InDesign, photo imagery, and any city PROS branding graphics). The Draft Plans will include acknowledgments, table of contents, list of map graphics, tables, and content that reflects key topics identified throughout the planning process.

Map exhibits will include the city boundary and immediate service area and address existing and future parks and recreation facilities, open space areas, trails and trailheads, future trails, and proposed land acquisition areas (as an example). Deliverables will be provided in digital PDF format for internal staff review. Staff will be responsible for ensuring that all Department and Division written comments are consolidated input into one written set of comments. Up to two rounds of written comments will be provided by the staff and addressed by the Consultant. The documents will be formatted to be uploaded onto the project website and for print and distribution. The city will be responsible for uploading the draft document onto the city website and be responsible for any printing as required.

Implementation Strategies/Funding Sources
The Consultant will review current and potential capital projects and funding requirements to support the Plan Update recommendations and priorities and consider current and potential revenue sources and reflect cost recovery and programming goals. This task will include considerable interaction with the staff and decision-makers regarding staffing and funding programs and how to provide a balanced approach to serve current and future community needs.

The Consultant will develop a draft Implementation Strategies Action Plan Matrix to identify key programs, plan strategies, responsible agencies, funding programs, and projected timelines of each initiative over the next ten years. The Implementation Strategies Action Plan will include internal work sessions with staff, and related working groups to define a realistic and grounded plan going forward. The Action Plan Matrix strategies and priorities will be based on PROS budget and funding resources. The delivery will be reviewed for quality control by the consulting team and provided to staff in PDF format for review. Up to two rounds of written comments will be addressed.

TASK 3.10: ADVISORY BOARD + CITY COUNCIL UPDATE
The Consultant will participate in up to four additional follow-up advisory board meetings and a follow-up Open Space Advisory Board meeting (1) to solicit input on preliminary plan recommendations and address key issues with the Long-Range Plan and Trails Master Plan. A City Council update will be scheduled during this time. Scheduled meetings and recorded meeting notes will be the responsibility of staff. The Consultant will prepare presentations and respond to questions.

TASK 3.11: PRELIMINARY-FINAL PROS LONG RANGE PLAN + TRAILS MASTER PLAN
The Consultant will refine the Draft Plan documents and address technical edits by staff. We will respond to the input from staff and prepare a separate Preliminary-Final Plan for both deliverables separately. The deliverables will include graphic maps, tables, and narrative content (Executive

Summary, Table of Contents, List of Figures and Maps, Plan Chapter content, and Appendix items). A summary of the planning and community engagement process and inputs will be provided as a separate Appendix item. The Preliminary-Final Plan deliverables will be provided in digital PDF format. Up to two rounds of written comments will be addressed prior to issuing the Final Plan(s) deliverables. Each document will be formatted to be uploaded onto the PRD project website and for print and distribution. The city will be responsible for uploading the draft document onto the city website and be responsible for any printing as required.

PHASE III DURATION: ~28 WEEKS*
MEETINGS

- Ongoing Project Management Meetings and Progress Reporting
- Staff Work Sessions (up to 2)
- Advisory Board Updates (4) + Open Space Advisory Board Meeting (1)
- City Council Update (1)

DELIVERABLES

- Draft Long-Range Plan + Trails Master Plan (separate PDF format documents)
- Preliminary Recommendations + Implementation Strategies Action Plan (PDF format)
- Preliminary-Final Long-Range Plan + Trails Master Plan (PDF format)

PHASE IV: PLAN ADOPTION
TASK 4.12: BOARDS, COMMISSION + CITY COUNCIL PLAN ADOPTION
The Consultant will support staff as part of the Plan Approval process, including preparing presentation materials, documenting comments, and incorporating input into the Final PROS Long Range Plan and Trails Master Plan. The Consultant will attend one City Council presentation and provide project website content as required. One set of written comments from staff will be addressed. A Final PROS Long Range Plan and Trails Master Plan will be provided as a digital PDF document and one hard copy after the public hearing and approval process. The city will be responsible for uploading the draft document onto the city website and be responsible for any printing as required.

TASK 4.13: FINAL PLAN, REPORTING + CLOSE OUT
The Consultant will provide digital files for all deliverables for each project component at project completion. The final close-out will include transferring all original data files to the PRD. The final close out will occur after the completion of Phasel V below.

PHASE IV DURATION: ~12 WEEKS
MEETINGS

- Ongoing Project Management Meetings (monthly up to 3) and Progress Reporting
- City Council presentation (1)

DELIVERABLES

- Final PROS Long Range Plan (PDF format)
- Final Trails Master Plan (PDF format)

PROJECT ASSUMPTIONS

The following projects assumptions apply to the Scope of Work in full.

- The timeline for the Scope of Services is assumed as a 17-month process from Notice-to-Proceed to Final Approved PROS Longe-Range Plan and Trails Master Plan.
- The city will provide:
  - All Applicable GIS shapefiles in ESRI format.
  - Required past reports and studies, policies and procedures, and financial data.
  - Staff support for required client team meetings (staff team meeting attendees contact list, meeting scheduling and meeting room).
  - Staff support for required community engagement activities (meeting room, staff attendance, city social media announcements).
  - Any other project supportive needs not mentioned.
- Staff will provide up to 2 sets of written comments for each of the primary deliverables. Staff will coordinate internally for all divisions to respond to written comments. Written comments will be provided in a single consolidated form of communication to the Consultant.
- Written materials, graphics, and data shall be delivered in digital format consistent with the Microsoft Office and Adobe Acrobat products. The electronic format for written/ text documentation shall be Microsoft Word; graphic presentation documentation shall be Microsoft PowerPoint; and spreadsheet data shall be Microsoft Excel, in the most current versions. Mapping is to be provided in PDF and Shapefile format. Final deliverables shall be a digital PDF file to include all content, executive summaries, and appendices.
- This proposal includes basic recommendations for ecological restoration but does not include a custom ecological restoration plan.
- Report deliverables will not constitute 'formal consultation' with the U.S. Fish and Wildlife Service.
- Identification of high-priority open space land acquisitions, reclassification of existing parkland into open space and associated funding mechanisms shall be further defined to clarify the appropriate and required level of analysis.
- Identifying criteria recommendations for trail restoration for formalized trails and user defined trails shall be further defined
- The Consultant may be asked to produce additional site plans, drawings, and digital renderings as part of the Long-Range Plan and Trails Master Plan. Staff and the Consultant will clarify the number and type of illustrations and visuals that may be needed.
- Print + digital collateral includes:
  - Print Postcards 500 (5 X 7 cards w/QR Code)
  - Retractable Banners 2 – 6-ft. tall
  - Stretch Tablecloth 1
  - Press Releases up to 3
- Assume the city will provide high-quality photography as needed. If additional photography is required, the consultant can provide a fee based on the number of photos required.
- DTJ invoices at the beginning of each month based on the prior month of work effort. Payment is expected to be provided within 30 days of the invoiced amount. Actual monthly invoice amounts may vary.

EXCLUSIONS

The following items are currently not part of the proposed Scope of Services:

- Language translation services for print material.
- Artist perspective 3D Modeling, site drawings and digital renderings.
- Parks, recreation, and open space financial plans, staff programming recommendations, or market studies.
- Prairie dogs, if present, will be addressed with a recommendation memo. Management is not included.
- Noxious weed mapping. Recommendations for observed species will be provided.
- Species specific threatened or endangered species surveys or trapping will not be conducted.
- Field ecological inventory or open space management plan.
- Field run survey or subsurface utility Investigations.
- Geotechnical Investigations.
- Open space wildlife, natural resources, archaeological, and habitat inventory and site-specific management and maintenance plans.
- Resource protection plans for sites that contain archaeological, paleontological, geologic, or other special resources.
- Threatened or endangered species inventory assessment.
- Native prairie restoration plans and procedures.
- Wetland delineations, permitting and mapping.
- Seasonal or permanent closures of open space requirements and procedures.
- Criteria for trail restoration for formalized trails and user defined trails.

ADDITIONAL SERVICES (NOT INCLUDED IN THE SCOPE OF WORK)

Before any additional tasks are considered, staff and the Consultant will clarify the specific need and details to be in as a Scope of Work addendum. Example services may include:

- Videography
  The Consultant may provide project videos to inform the community of the plan process. The Consultant will create an outline of key ideas to communicate the plan purpose and visioning process to ensure residents are informed regarding parks, recreation, open space, and trails. The videos may include various outreach events and the planning process.
- Survey Data Interactive online dashboard: RRC would produce an interactive online dashboard that allows users to engage with the survey data. The dashboard would be hosted on Tableau online and could either be open to the public or for internal use only. The data can be cross tabulated by up to 5 different customized variables (for example, age, location in community, familiarity with the open space system, etc.) allowing for deeper insights and analysis. The dashboard is user-friendly and easy to understand. It highlights areas within the data that show the largest differences and allows the data to be accessible and not static.
- Print media flyers and larger format posters to advertise the community survey and Open House Events.
- Language translation services may be provided for Community Open House / Workshops and the online and mail surveys as requested.
- Additional site plans, drawings, and digital renderings beyond what is defined as part of the Plan.
- Project branding (trails open space logo, branding and style guide).
- Project Yard Signs w/metal frames.
- Branded Swag (tote bags, water bottle, stickers).
- Blog post and podcasts.
- Paid Facebook/Instagram Promotions.
- Professional photography for events.

EXHIBIT B: Fee Table

The following fee table represents a fixed fee, lump sum, and the not-to-exceed amount of $375,500.

LINE	SERVICE ITEM	SERVICE FEE
1	PROS Long Range Plan	$275,500
2	Trails Master Plan	$100,000
3	Additional Services (tbd)	
	TOTAL	$375,500

Fee is inclusive of labor and direct reimbursable expenses.

City of Louisville
COLORADO • SINCE 1878

SUBJECT: **RESOLUTION NO. 16, SERIES 2025 – A RESOLUTION SETTING THE 2025 SEWER USE REGULATION FEES & CHARGES FOR THE CITY OF LOUISVILLE, COLORADO**

DATE: **MARCH 18, 2025**

PRESENTED BY: **KURT KOWAR, PUBLIC WORKS**

SUMMARY:
Staff is recommending approval of the attached resolution for the adoption of the sewer use regulation fees and charges effective September 1, 2025.

As outlined in Municipal Code section 13.32.110, sewer use regulation fees and charges shall be designed to recover the costs of the implementation and operation of the Industrial Pretreatment Program (IPP). A 90% cost recovery is recommended.

The IPP is a requirement of the Environmental Protection Agency (EPA) for a regulatory system designed to reduce or eliminate pollutants in industrial and commercial wastewater before it enters a publicly-owned treatment works. The program is part of the Clean Water Act and ensures that industries and other significant dischargers comply with national, state, and local pretreatment standards to protect the environment, public health, and the efficiency of wastewater treatment plants.

RECOMMENDED FEES AND CHARGES:
Staff compared other IPPs (shown below in **Figure 1**) and are recommending Fees and Charges centered on varied classes of users and the type of reporting or administrative load they create. Also recommended, is a new schedule to address noncompliance with a focus on reoccurrence deficiencies including late or failure to report permit limit exceedances, equipment malfunction, etc. These new Fees and Charges will provide better recovery of the administrative work for noncompliance, encourage timely reporting and potentially incentivize compliance.

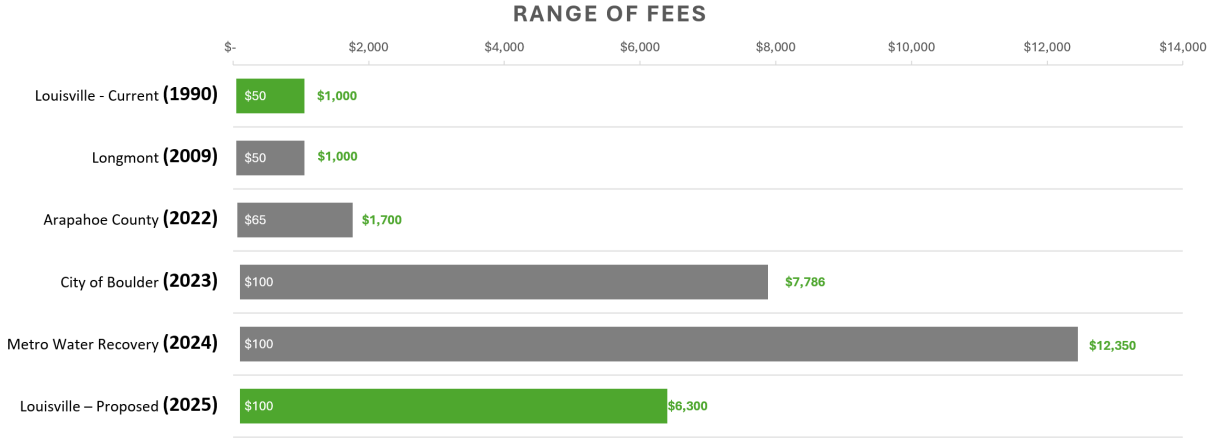
Surcharges were also evaluated and found to be adequate. No changes are recommended for 2025.

The following **Table 1** summarized the recommended fees and charges with administrative fees (without shading) and compliance fee (shaded gray).

Table 1: Recommended Fees and Charges

Fee Description	2025 Fee	Additional Fee Information	
		Frequency	Basis
Significant Contributor	$6,300	Annually	Individual Discharge Permit w/ Pollutant Limits & Monitoring
Small Significant Contributor	$3,500	Annually	Individual Discharge Permit w/ Monitoring, w/o Pollutant Limits (i.e. BMPs in lieu of numeric limits)
Minor Significant Contributor	$1,600	Annually	Individual Discharge Permit w/o Monitoring or Pollutant Limits (ex. Categorical User that does not discharge process water to POTW)
Other Control Mechanism	$900	Per Occurrence	Ex. General Discharge Permit, Compliance Schedule, Annual Certification, etc.
Lab Analysis Fees	TBD	Annually	Customer will be billed direct cost for outside lab fees
Application Fee	$100	Per Application	Outside of plan review process
Non-routine Reports	$250	Per Report	Reports Outside of Permitted Requirements Ex. New or Change, One-Time Certification Form, etc.
Noncompliance			
Deficiency – Level 1	$100		Overdue 10-60 days and/or 2nd Offense
Deficiency – Level 2	$250		Overdue 61-90 days and/or 3rd Offense
Deficiency – Level 3	$500		Overdue 91-120 days and/or 4th Offense

Figure 1 - Fee Comparison



Attached is a sample notice that will be posted to the City website and sent to IPP users after finalization with Communications and Economic Development.

FISCAL IMPACT:
2025 IPP revenue would increase to approximately $92,500 for 2025 aligning with a 90% cost recovery.

PROGRAM/SUB-PROGRAM IMPACT:
The program goal for Utilities is to ensure safe, reliable, great tasting water; properly treated wastewater; effective stormwater control; successfully managed solid waste; and competitive prices for all services. Updated and effective sewer usage fees will ensure proper cost recovery and maintain equity within the sewer utility.

RECOMMENDATION:
Adopt Resolution No. 16, Series 2025 approving the 2025 Sewer Usage Fees.

ATTACHMENT(S):
1. Resolution No. 16, Series 2025
2. Draft Sample Notice
3. Finance Committee Presentation

STRATEGIC PLAN IMPACT:

☐	**Financial Stewardship & Asset Management**	☒	**Reliable Core Services**
☐	**Vibrant Economic Climate**	☐	**Quality Programs & Amenities**
☐	**Engaged Community**	☐	**Healthy Workforce**
☐	**Supportive Technology**	☐	**Collaborative Regional Partner**

RESOLUTION NO. 16
SERIES 2025

A RESOLUTION SETTING CERTAIN SEWER USE REGULATION FEES AND CHARGES

WHEREAS, pursuant to Section 13.32.110 of the Louisville Municipal Code, the City Council is authorized to set by resolution fees and charges related to the implementation and operation of the City's industrial pretreatment program; and

WHEREAS, the City Council wishes to establish by this resolution said fees and charges.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

1. Pursuant to authorization in the Louisville Municipal Code, the Louisville City Council hereby establishes certain sewer use regulation fees and charges in accordance with the schedules and tables attached hereto as Exhibit A and made a part hereof.

2. The fees and charges set by this resolution shall be effective on September 1, 2025, and may thereafter be amended from time to time by resolution of the City Council.

3. The fees and charges set by this resolution shall supersede and replace any fees or charges previously set or adopted by the City Council for the same purpose. However, the same shall not be deemed to release, extinguish, alter, modify, or change in whole or in part any liability which shall have been previously incurred, and the superseded or replaced provision shall be treated and held as still remaining in force for the purpose of sustaining any judgment, decree, or order.

4. If any portion of this resolution is held to be invalid for any reason, such decisions shall not affect the validity of the remaining portions hereof.

PASSED AND ADOPTED this _____ day of _____, 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

EXHIBIT A
Sewer Use Regulation Fees and Charges

Code Section Ref.	Fee Description	2023 Fee	2024 Fee	Exact % Change	2025 Proposed Fee	Additional Fee Information	Staff Responsibility
13.32.110	**Cost Recovery Fees for Wastewater (Annual):**						
	Significant Contributor	$1,000	$1,000	630%	$6,300	Individual Discharge Permit w/ Pollutant Limits & Monitoring	Public Works Director
	Small Significant Contributor	$500	$500	700%	$3,500	Individual Discharge Permit w/ Monitoring, w/o Pollutant Limits (i.e. BMPs in lieu of numeric limits)	Public Works Director
	Minor Significant Contributor (NEW)	N/A	N/A	N/A	$1,600	Individual Discharge Permit w/o Monitoring or Pollutant Limits (ex. Categorical User that does not discharge process water to POTW)	Public Works Director
	Other Control Mechanism (NEW)	N/A	N/A	N/A	$900	Ex. General Discharge Permit, Compliance Schedule, Annual Certification, etc. (per occurrence)	Public Works Director
	Lab Analysis Fee (NEW)	N/A	N/A	N/A	Direct Costs	Customers will be billed direct cost for outside lab fees	Public Works Director
	Application Fee (NEW)	N/A	N/A	N/A	$100	Outside of plan review process	Public Works Director
	Non-Routine Reports (NEW)	N/A	N/A	N/A	$250	Reports Outside of Permitted Requirements Ex. New or Change, One-Time Certification Form, etc.	Public Works Director
	Deficiency – Level 1 (NEW)	N/A	N/A	N/A	$100	Overdue 10-60 days and/or 2nd Offense	Public Works Director

	Deficiency – Level 2 (NEW)	N/A	N/A	N/A	$250	Overdue 61-90 days and/or 3rd Offense	Public Works Director
	Deficiency – Level 3 (NEW)	N/A	N/A	N/A	$500	Overdue 91-120 days and/or 4th Offense	Public Works Director
	~~Class A~~	~~$500~~	~~$500~~			No longer applicable - removed	~~Public Works Director~~
	~~Class B~~	~~$250~~	~~$250~~			No longer applicable - removed	~~Public Works Director~~
	~~Class C~~	~~$100~~	~~$100~~			No longer applicable - removed	~~Public Works Director~~
	~~Class D~~	~~$50~~	~~$50~~			No longer applicable - removed	~~Public Works Director~~
13.32.125	Surcharge rate for excess BOD and TSS (49 - 2017)	$0.58	$0.58	0%	$0.58	BOD per pound	Public Works Director
	(Resolution 49, Series 2017)	$0.58	$0.58	0%	$0.58	TSS per pound	Public Works Director
	(Resolution 49, Series 2017)	$0.58	$0.58	0%	$0.58	Oil and Grease per pound	Public Works Director

City of Louisville | Industrial Pretreatment Program

COLORADO • SINCE 1878

Date

Business name/address

Re: Sewer Use Regulation Fees and Charges Increase – effective September 1, 2025

Dear *Business*:

The City of Louisville has implemented changes to the fees and charges outlined in the Sewer Use Regulation (Municipal Code - Chapter 13.32) as related to the Environmental Compliance (EC) and the Industrial Pre-treatment Program (IPP).

Sewer Use Regulation Fees and Charges are designed to recover the cost of operating and implementing the IPP. These fee changes were required to ensure proper cost recovery with a program that has experienced significant growth and increase in regulations.

The below 2025 fee schedule was approved by resolution at a regular City Council meeting held on March 18, 2025.

Based on your business's information available to the City, an estimate for 2025 is provided along with a comparison based on the prior fees. Actual fees and charges will be invoiced after the effective date of September 1, 2025 and can vary from this estimate based on submitted data and other applicable factors.

2024 Fees and Charges Estimate: ***$#,###***

2025 Fees and Charges Estimate: ***$#,###***

Fee Description	2025 Fee	Additional Fee Information	
		Frequency	Basis
Significant Contributor	$6,300	Annually	Individual Discharge Permit w/ Pollutant Limits & Monitoring
Small Significant Contributor	$3,500	Annually	Individual Discharge Permit w/ Monitoring, w/o Pollutant Limits (i.e. BMPs in lieu of numeric limits)
Minor Significant Contributor	$1,600	Annually	Individual Discharge Permit w/o Monitoring or Pollutant Limits (ex. Categorical User that does not discharge process water to POTW)
Other Control Mechanism	$900	Per Occurrence	Ex. General Discharge Permit, Compliance Schedule, Annual Certification, etc.
Lab Analysis Fees	TBD	Annually	Customer will be billed direct cost for outside lab fees

DRAFT

Fee Description	2025 Fee	Additional Fee Information	
		Frequency	Basis
Application Fee	$100	Per Application	Outside of plan review process
Non-routine Reports	$250	Per Report	Reports Outside of Permitted Requirements Ex. New or Change, One-Time Certification Form, etc.
Noncompliance			
Deficiency – Level 1	$100		Overdue 10-60 days and/or 2nd Offense
Deficiency – Level 2	$250		Overdue 61-90 days and/or 3rd Offense
Deficiency – Level 3	$500		Overdue 91-120 days and/or 4th Offense
Minimum fee for excess BOD, TSS and Oil and Grease	$65		Minimum fee to process
Surcharge rate for excess BOD	0.58		Per pound, billed quarterly
Surcharge rate for excess TSS	0.58		Per pound, billed quarterly
Surcharge rate for excess Oil and Grease	0.58		Per pound, billed quarterly

If you have any questions or concerns, please reach out to me by email at ECS@louisvilleCO.gov or by phone at (303) 335-4782.

Respectfully,

Annita McCormick
Environmental Compliance Manager

DRAFT

2025 Sewer Fees
Finance Committee

February 20, 2025

Overview

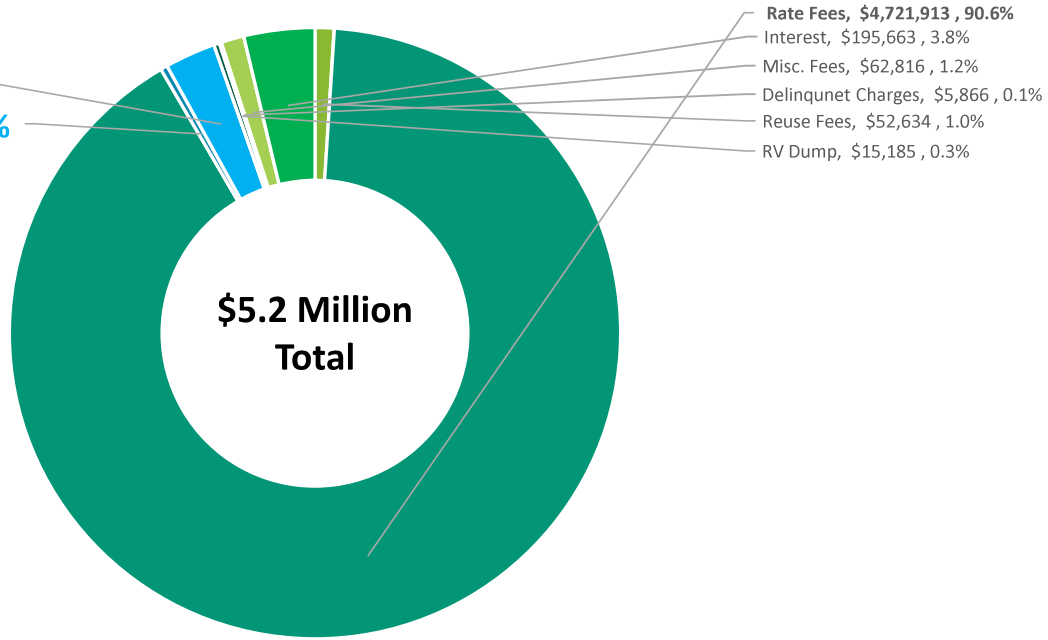
- Wastewater Fund Summary
- Sewer Tap Fees Adjustments
- Industrial Pretreatment Program
  - Sewer Use Regulation Fees and Charges Adjustments
- Draft Council Communications (Targeting March 4th)

Wastewater Fund Revenue (2024)

Today's Discussion:

Tap Fees, $140,100 , 2.7%

Pre-Treatment Fees, $18,860 , 0.4%



City of Louisville

Sewer Tap Fees

- Tap fees or system development charges are a one-time charge paid by a new connector for system capacity or by an existing customers requiring increased capacity
- Established by Council Resolution per Municipal Code
- Annual Review
  - Construction & Infrastructure Costs
  - Adjustments 3 to 7 years (maintains stability)

2025 Sewer Tap Fees Adjustments

Unit	Current (2020)	Proposed 2025	Proposed Increase
Single Family Residential, per Unit	$ 4,600	$ 6,800	$ 2,200
Multi-Family, per Unit (80% SFE)	$ 3,680	$ 5,400	$ 1,720
Nonresidential, by Meter Size			
¾-inch	$ 4,600	$ 6,800	$ 2,200
1-inch	$ 8,200	$ 12,100	$ 3,900
1 ½-inch	$ 18,400	$ 27,200	$ 8,800
2-inch	$ 32,800	$ 48,300	$ 15,500
3-inch	$ 73,600	$ 108,800	$ 35,200
4-inch	$130,900	$ 193,400	$ 62,500

Comparison by Community (Single Family Service)	Sewer Tap Fee
Westminster	$16,270
Broomfield	$14,370
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Superior	$7,261
Louisville (Proposed)	**$6,800**
Lafayette	$6,360
Boulder	$4,746
Louisville (Current)	**$4,600**

Sewer Tap Fee Calculations

Table SSDC - 1

Wastewater Utility
Development of 2025 System Development Charge

Wastewater Mains

Diameter (in.)		Inventory of Mains *linear feet*	Current Construction Cost per Staff *per linear foot*	Current Cost
Non-Backbone				
4		4,002		
6		29,530		
8		371,046		
10		10,289		
	Total	414,867	NA	NA
Backbone				
12		22,913	$235	$ 5,385,000
15		20,184	$250	$ 5,046,000
18		6,744	$265	$ 1,787,000
21		5,388	$285	$ 1,536,000
24		1,170	$305	$ 357,000
	Total	56,399		$ 14,111,000

Treatment Plant

	Capacity *gallons per day*	Current Construction Cost per Staff *per gpd*	Current Cost
Total Wastewater Treatment Plant	2,530,000	$18.00	$ 45,540,000

Fee Calculation

Total Facilities Current Cost	$ 59,651,000
Less Principal on Outstanding Debt	
Wastewater System Equity	$ 59,651,000
No. of Equivalents (a)	8,798
Wastewater SDC per equivalent	**$ 6,780**

Collection System

Treatment

Based on Actual City Bids
Adjusted for different sizes

Avg for Regional WWTP Projects
Adjusted for inflation

$6,800 – Proposed

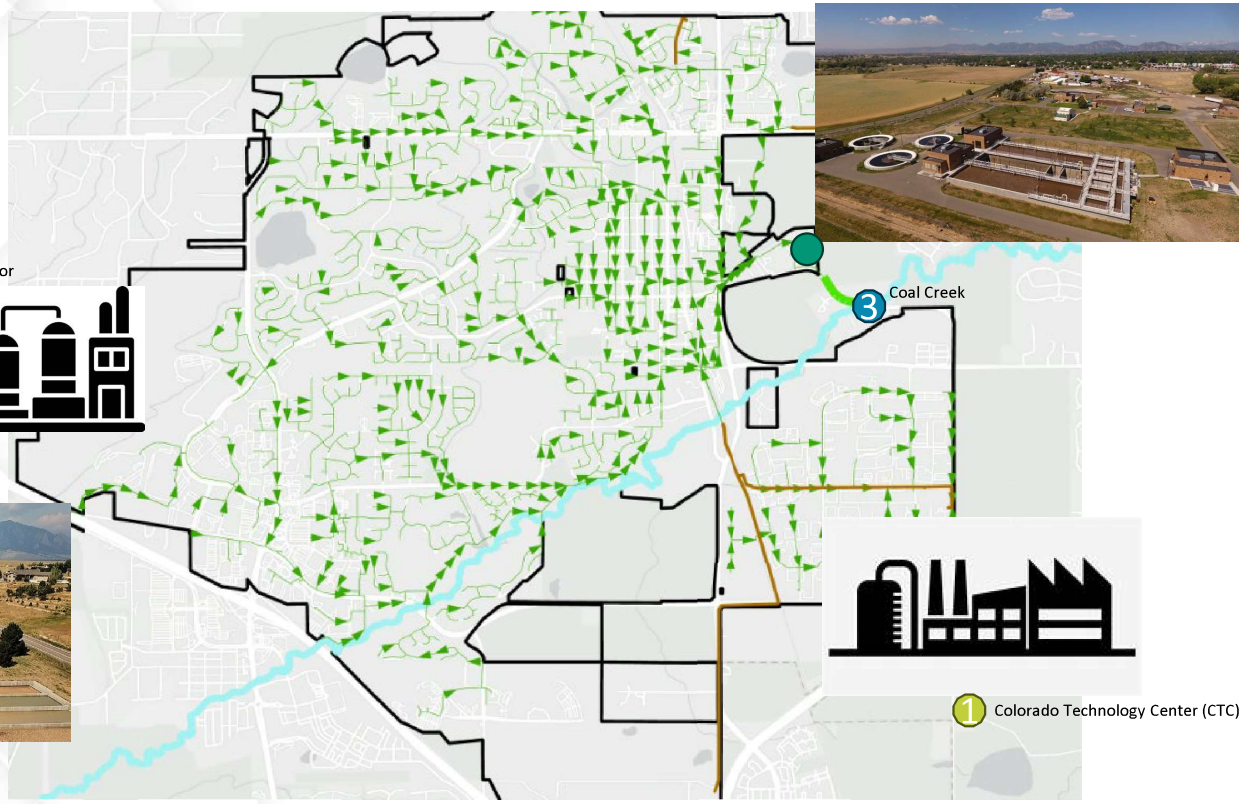
City of Louisville

Industrial Pretreatment Program (IPP)

- Part of the City's overall Environmental Compliance Program
- Why does Louisville have an IPP? Mandated and Regulated by the Environmental Protection Agency (EPA)
- Who Are IPP Users? Manufactures, Food Processors, Textiles, Metal Finishers, Pharmaceuticals, Water Treatment Plants etc.
- City Administrative Cost for the 2025 IPP: $102,500

Sewer System Overview

1	Sources
2	Treatment
3	Receiving Stream



City of Louisville

IPP Growth

2015 = 3 Users

Today = 20 Users

670% increase

Future Developments

City of Louisville

IPP Challenges

- EPA Violations and Fines ($25,000)
- Staff Turnover (3 Employees in a 7-year Period, over 30% Vacant)
- Increasing Regulation and Rules Changes

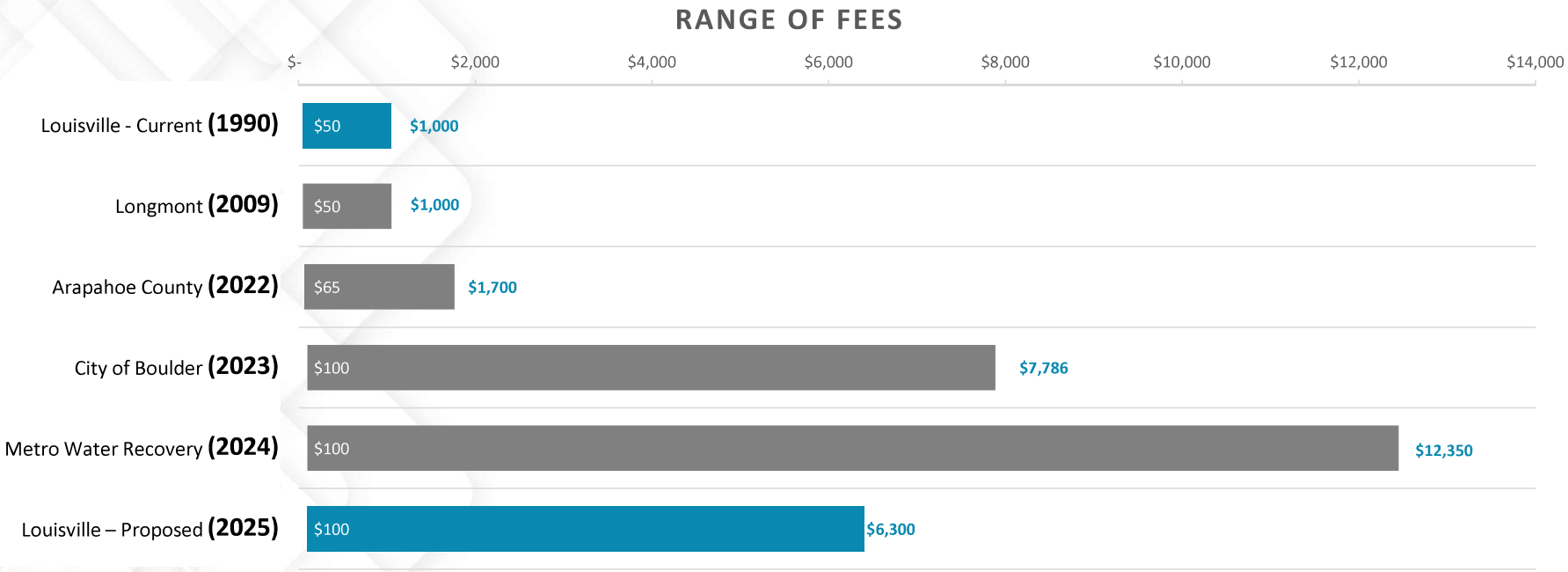
Sewer Use Regulation Fees and Charges

- Designed to Cover the Costs of Implementing and Operating an Industrial Pretreatment Program (IPP)
- Cost Recovery Goal = 90%
- 10% General Administration (Not Every User Enters the IPP)
- 2025 Cost: $102,500 @ 90% ≈ $92,500

Sewer Use Regulation Fees and Charges

Code Section Ref.	Fee Description	2023 Fee	2024 Fee	Exact % Change	2025 Proposed Fee	Additional Fee Information	Staff Responsibility
13.32.110	**Cost Recovery Fees for Wastewater (Annual):**						
	Significant Contributor	$1,000	$1,000	630%	$6,300	Individual Discharge Permit w/ Pollutant Limits & Monitoring	Public Works Director
	Small Significant Contributor	$500	$500	700%	$3,500	Individual Discharge Permit w/ Monitoring, w/o Pollutant Limits (i.e. BMPs in lieu of numeric limits)	Public Works Director
	Minor Significant Contributor (NEW)	N/A	N/A	N/A	$1,600	Individual Discharge Permit w/o Monitoring or Pollutant Limits (ex. Categorical User that does not discharge process water to POTW)	Public Works Director
	Other Control Mechanism (NEW)	N/A	N/A	N/A	$900	Ex. General Discharge Permit, Compliance Schedule, Annual Certification, etc. (per occurrence)	Public Works Director
	Lab Analysis Fee (NEW)	N/A	N/A	N/A	Direct Costs	Customers will be billed direct cost for outside lab fees	Public Works Director
	Application Fee (NEW)	N/A	N/A	N/A	$100	Outside of plan review process	Public Works Director
	Non-Routine Reports (NEW)	N/A	N/A	N/A	$250	Reports Outside of Permitted Requirements Ex. New or Change, One-Time Certification Form, etc.	Public Works Director
	Deficiency – Level 1 (NEW)	N/A	N/A	N/A	$100	Overdue 10-60 days and/or 2nd Offense	Public Works Director
	Deficiency – Level 2 (NEW)	N/A	N/A	N/A	$250	Overdue 61-90 days and/or 3rd Offense	Public Works Director
	Deficiency – Level 3 (NEW)	N/A	N/A	N/A	$500	Overdue 91-120 days and/or 4th Offense	Public Works Director

IPP Fees and Charges Comparison



City of Louisville

City of Louisville
COLORADO • SINCE 1878

SUBJECT: **RESOLUTION NO. 17, SERIES 2025 – A RESOLUTION SETTING SEWER TAP FEES FOR THE CITY OF LOUISVILLE, COLORADO**

DATE: **MARCH 18, 2025**

PRESENTED BY: **KURT KOWAR, P.E., PUBLIC WORKS DIRECTOR**

SUMMARY:
Staff recommends approval of the attached resolution to increase sewer tap fees effective May 1, 2025. An additional 60-day grace period (until June 30, 2025) will be available to projects that have submitted for a City's building permit prior to the effective date.

Sewer tap fees are one-time charges assessed on new construction or developments connecting to the sewer system. These fees are designed to offset the costs of infrastructure capacity within sewer mains, lift stations and the wastewater treatment plant and the integration of new users into the utility sewer system.

Sewer tap fees are reviewed periodically to ensure proper cost allocation. The last adjustment in tap fees was in 2020. As part of the 2024 review process, it was determined that sewer tap fee were lagging current costs and needed to be adjusted to match.

Prior City Council approvals of Sewer Tap Fees have been included with the overall Citywide Fees adoption designated as Table 5. The updated Table 5 is shown below and included as Exhibit A to the resolution.

Table 5: Sewer Tap Fees (2025 Proposed – 48% Increase)

Unit	Proposed Amount	Prior Amounts (2024)
Single Family Residential (SFE), per Unit	$6,800	$4,600
Multi-Family, per Unit (80% SFE)	$5,400	$3,680
Senior Resident, per Unit (60% SFE)	$4,100	
Nonresidential, by Water Meter Size		
¾"	$6,800	$4,600
1"	$12,100	$8,200
1 ½"	$27,200	$18,400
2"	$48,300	$32,800
3"	$108,800	$73,600
4"	$193,400	$130,900

A comparison of sewer tap fees for surrounding communities is presented below.

COMMUNITIES	SEWER TAP FEE* (3/4" RESIDENTIAL)
BROOMFIELD	$14,900
ERIE	$8,860
LONGMONT	$8,540
WESTMINSTER	$8,096
SUPERIOR	$7,261
LOUISVILLE - PROPOSED	**$6,800**
LAFAYETTE	$6,360
BOULDER	$5,055
LOUISVILLE - CURRENT	**$4,600**

*revised with most current available

Sewer Tap Fees were reviewed at the February 20th Finance Committee. The Committee is in support of the recommended adjustments.

Attached is a sample notice that will be posted to the City website after finalization with Communications and Economic Development.

FISCAL IMPACT:
Sewer tap fees are one-time charges assessed on new construction or developments connecting to the sewer system. These fees are designed to offset the costs of infrastructure capacity within sewer mains, lift stations and the wastewater treatment plant and the integration of new users into the utility sewer system

PROGRAM/SUB-PROGRAM IMPACT:
One of the main objectives for the Utility Sub-Program is to allowing for properly treated wastewater with competitive prices for service. Adequate sewer tap fees support this objective.

RECOMMENDATION:
Staff recommends City Council approval of the Resolution to increase sewer tap fees.

ATTACHMENTS:
1. Resolution No. 17, Series 2025
2. Draft Sample Notice
3. Finance Committee Presentation

STRATEGIC PLAN IMPACT:

☒	**Financial Stewardship & Asset Management**	☒	**Reliable Core Services**
☐	**Vibrant Economic Climate**	☐	**Quality Programs & Amenities**
☐	**Engaged Community**	☐	**Healthy Workforce**
☐	**Supportive Technology**	☐	**Collaborative Regional Partner**

RESOLUTION NO. 17
SERIES 2025

A RESOLUTION SETTING SEWER TAP FEES FOR THE CITY OF LOUISVILLE, COLORADO

WHEREAS, pursuant to Section 13.24.030 of the Louisville Municipal Code, the City Council is authorized to set sewer tap fees by resolution; and

WHEREAS, the City Council wishes to establish by this resolution said fees and charges.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

1. Pursuant to authorization in the Louisville Municipal Code, the Louisville City Council hereby establishes sewer tap fees in accordance with the schedules and tables attached hereto as Exhibit A and made a part hereof.

2. The fees set by this resolution shall be effective on May 1, 2025, and may thereafter be amended from time to time by resolution of the City Council. Notwithstanding the foregoing, applicants who have filed a building permit application with the City on or before May 1, 2025 shall receive an additional sixty (60) days (until June 30, 2025) before the tap fees in this resolution will be assessed.

3. The fees set by this resolution shall supersede and replace any fees previously set or adopted by the City Council for the same purpose. However, the same shall not be deemed to release, extinguish, alter, modify, or change in whole or in part any liability which shall have been previously incurred, and the superseded or replaced provision shall be treated and held as still remaining in force for the purpose of sustaining any judgment, decree, or order.

4. If any portion of this resolution is held to be invalid for any reason, such decisions shall not affect the validity of the remaining portions hereof.

PASSED AND ADOPTED this _____ day of _____, 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

EXHIBIT A
Sewer Tap Fees

Table 5: Sewer Tap Fees (Effective May 1, 2025)

Unit	Amount
Single Family Residential (SFE), per Unit	$6,800
Multi-Family, per Unit (80% SFE)	$5,400
Senior Resident, per Unit (60% SFE)	$4,100
Nonresidential, by Water Meter Size ¾” 1” 1 ½” 2” 3” 4”	 $6,800 $12,100 $27,200 $48,300 $108,800 $193,400

City of Louisville
Sewer Tap Fee Increase
Effective May 1, 2025

Effective May 1st, 2025 sewer tap fees will be increasing for all new construction. If you have a building project in process, please contact Cory Peterson at (303) 335-4610 to discuss how this change might impact your project as an additional 60-day grace period is available for projects that have submitted for a City's building permit prior to the effective date.

Tap fees are required to be paid at the time a building construction permit is issued

The City of Louisville charges Development Tap fees for new construction to cover growth related costs and construction impact on City utilities.

Louisville's water and sewer tap fees include a Facility or Infrastructure Investment Fee which is set to recover an equitable portion of the value of the City's infrastructure required to meet the new demand of the customer on the utility system. The infrastructure includes all components required to divert, distribute and treat water to/from customers.

Periodically the City reviews the cost of the infrastructure portion of the tap fees to ensure new users are paying an equitable portion of the overall costs to maintain and improve the utility system. A recent evaluation determined the infrastructure portion of the sewer tap fees should be increased to address the utility system's replacement cost. This is based on the value of the improvements made to the system and the replacement costs for the rest of the system since the infrastructure fee was previously set.

Effective May 1st, 2025 Tap fees will increase as outlined in the table of fees below as a result of the increase in the value of the City's sewer infrastructure.

Meter Size	Prior Fee	New Fee
3/4	$ 4,600	$ 6,800
1	$ 8,200	$ 12,100
1 1/2	$ 18,400	$ 27,200
2	$ 32,800	$ 48,300
3	$ 73,600	$ 108,800
4	$ 130,900	$ 193,400

Tap fees are subject to future increases from the rate listed on this notice.

DRAFT

2025 Sewer Fees
Finance Committee

February 20, 2025

Overview

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- Industrial Pretreatment Program
  - Sewer Use Regulation Fees and Charges Adjustments
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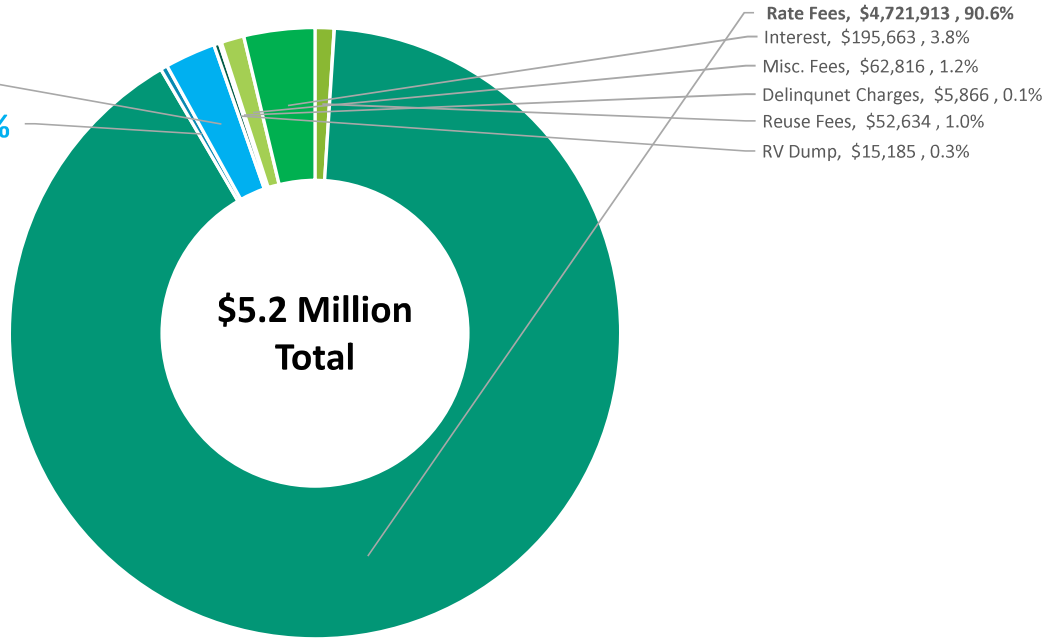

City of Louisville

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$6,800 – Proposed

City of Louisville

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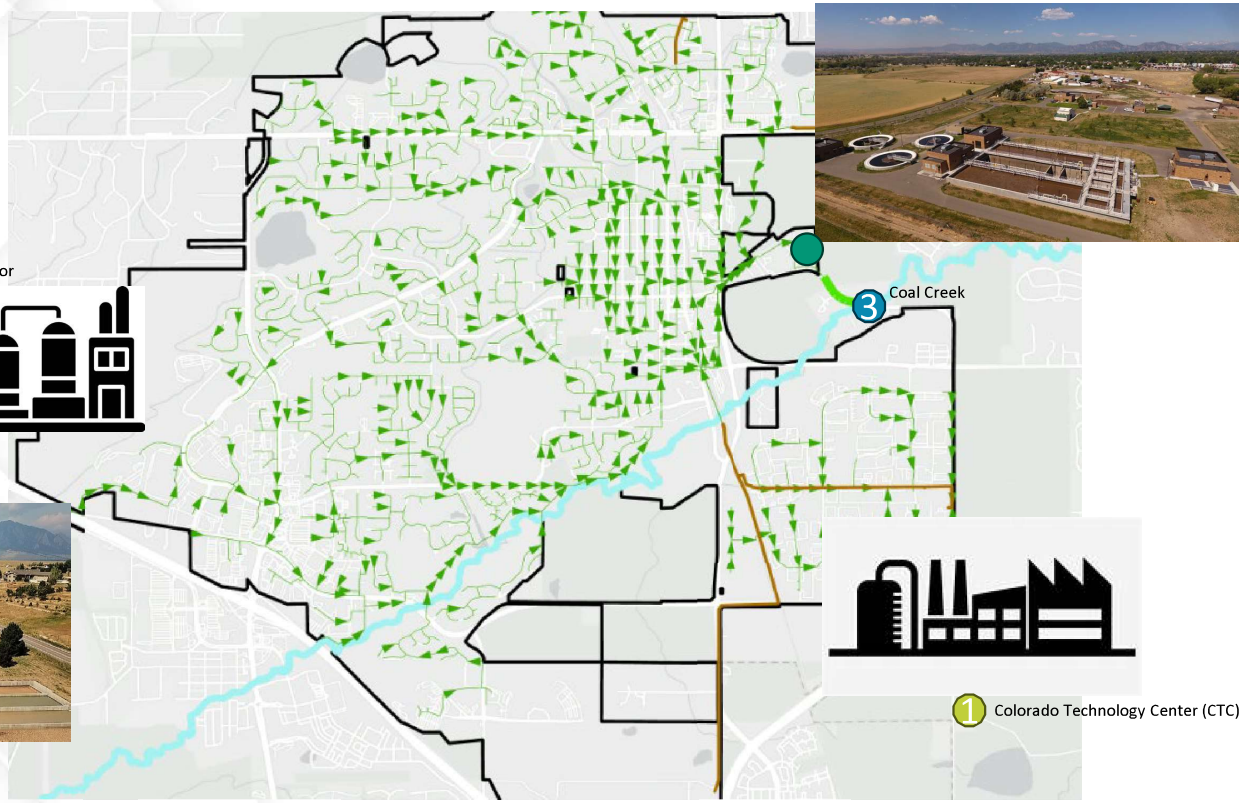

City of Louisville

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Sewer Use Regulation Fees and Charges

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	Small Significant Contributor	$500	$500	700%	$3,500	Individual Discharge Permit w/ Monitoring, w/o Pollutant Limits (i.e. BMPs in lieu of numeric limits)	Public Works Director
	Minor Significant Contributor (NEW)	N/A	N/A	N/A	$1,600	Individual Discharge Permit w/o Monitoring or Pollutant Limits (ex. Categorical User that does not discharge process water to POTW)	Public Works Director
	Other Control Mechanism (NEW)	N/A	N/A	N/A	$900	Ex. General Discharge Permit, Compliance Schedule, Annual Certification, etc. (per occurrence)	Public Works Director
	Lab Analysis Fee (NEW)	N/A	N/A	N/A	Direct Costs	Customers will be billed direct cost for outside lab fees	Public Works Director
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	Non-Routine Reports (NEW)	N/A	N/A	N/A	$250	Reports Outside of Permitted Requirements Ex. New or Change, One-Time Certification Form, etc.	Public Works Director
	Deficiency – Level 1 (NEW)	N/A	N/A	N/A	$100	Overdue 10-60 days and/or 2nd Offense	Public Works Director
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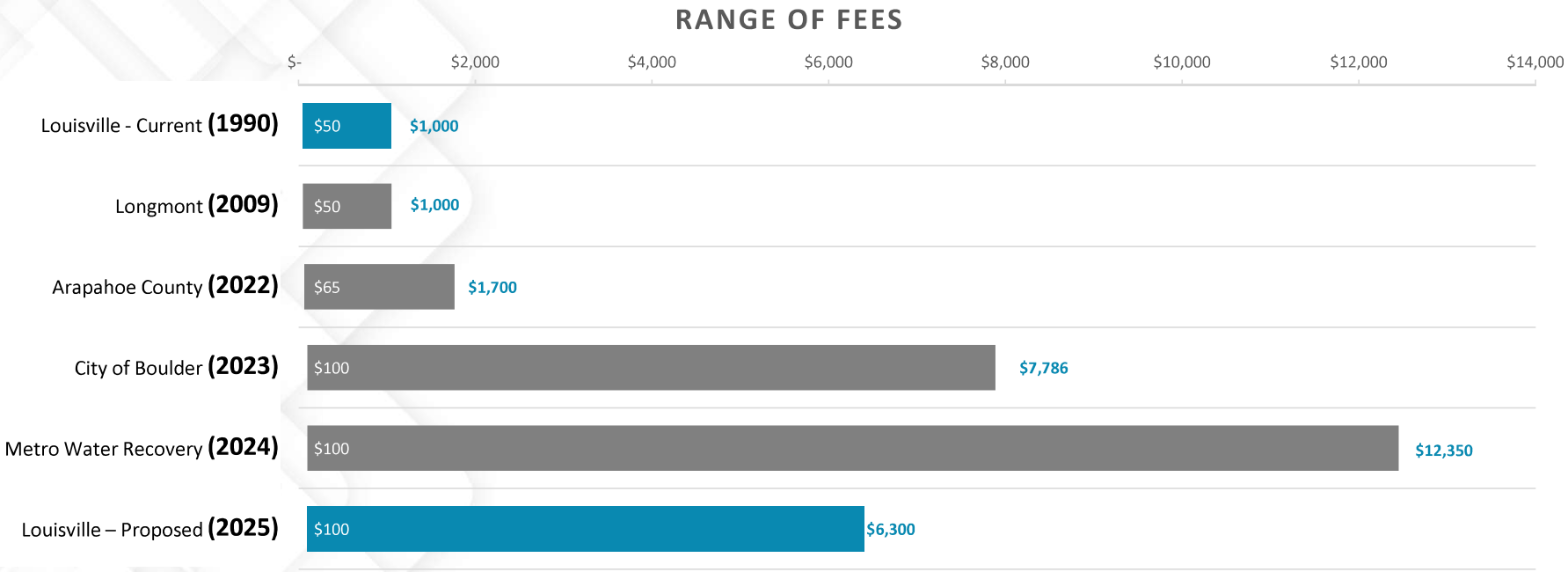
IPP Fees and Charges Comparison



City of Louisville

City of Louisville
COLORADO • SINCE 1878

SUBJECT: **APPROVAL OF A SOLE SOURCE AGREEMENT WITH SPRONK WATER ENGINEERS FOR 2025 WATER RIGHTS ADMINISTRATION**

DATE: **MARCH 18, 2025**

PRESENTED BY: **KURT KOWAR, P.E., PUBLIC WORKS DIRECTOR**

SUMMARY:
Staff is recommending entering into a sole source contract with Spronk Water Engineers (Spronk) for water rights engineering consulting services for 2025.

Spronk has been providing assistance in the administration of the City's water rights since 2012 and successfully assumed the lead role in 2017. This long-term relationship has distinct advantages to City in the operation of a complex water system. Spronk is able to analyze impacts based on their familiarity allowing for greater precision and reserves budget for more in-depth evaluations. In addition, the number of potential replacement consulting firms are limited as a result of the conflict of interest and availability associated with this type work. Lastly, the collaboration between Spronk and the City's water attorneys (Hill & Pollock) is a valuable relationship that has allowed for the successful completion, defense, and protection of the City's water rights and system.

Staff collect and participate in occasional surveys of comparison of water engineering fees with surrounding communities and find Spronk to remain competitive.

Staff is recommending that Spronk continue to provide guidance, strategy, and management of drought, flood, and day-to-day operations.

The attached Agreement's scope includes four tasks described below:

- Task A – water rights administration services for 2025 in an amount of $122,000.
- Task B – Continuation of preparing the City's water accounting documents for an audit by CDWR, which is expected to occur in the near future. The requested budget for this task is $3,000.
- Task C – represents the City's interests, along with the Curtis, Justus, & Zahedi (formerly Hill & Pollock) Law Firm, in water court cases affecting the City's portfolio in an amount of $18,500.

The City has a complex water rights portfolio with an estimated value exceeding $150 million. These water rights provide the entire supply for the City's residents, businesses, visitors, and the City's own needs. This portfolio contains rights that place a variety of conditions on raw water diversion, including limitation on diversion dates and minimum stream flow requirements, as well as stream flow replenishment timing and locations.

Additionally, the City's water rights vary seasonally, with excess water available in the spring and few diversions available in the winter. Administration of this portfolio requires thorough knowledge of Colorado water law, understanding of its application in daily operations, and a significant planning effort to ensure a constant water supply throughout the year. Supplemental tasks include daily monitoring of stream conditions, water right priorities, reservoir levels, City water demands, coordination with the Water Commissioner and City staff, as well as meeting reporting requirements set by the Colorado Division of Water Resources (CDWR).

FISCAL IMPACT:
The Agreement with Spronk is for $143,500 and will be paid from the 2025 Water Fund operational budget line items 501462-540910. This budget line item was established at $185,000 and includes $45,000 for the water conservation program.

PROGRAM/SUB-PROGRAM IMPACT:
The program goal for Utilities is to ensure safe, reliable, great tasting water. The effective management of the City's water rights is critical to the reliability of the water supply.

RECOMMENDATION:
Approve the Consulting Services Agreement with Spronk Water Engineers for water rights administration.

ATTACHMENT(S):
1. Agreement between the City of Louisville and Spronk Water Engineers.

STRATEGIC PLAN IMPACT:

☐	**Financial Stewardship & Asset Management**	☒	**Reliable Core Services**
☐	**Vibrant Economic Climate**	☐	**Quality Programs & Amenities**
☐	**Engaged Community**	☐	**Healthy Workforce**
☐	**Supportive Technology**	☐	**Collaborative Regional Partner**

AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE AND SPRONK WATER ENGINEERS, INC. FOR CONSULTING SERVICES

1.0 PARTIES

This AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made and entered into this 18th day of March, 2025 (the "Effective Date"), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the "City", and Spronk Water Engineers, Inc., a Colorado corporation hereinafter referred to as the "Consultant".

2.0 RECITALS AND PURPOSE

2.1 The City desires to engage the Consultant for the purpose of providing water rights engineering consulting services as further set forth in the Consultant's Scope of Services (which services are hereinafter referred to as the "Services").

2.2 The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Consultant agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference.

4.0 COMPENSATION

4.1 The City shall pay the Consultant for services under this agreement a total not to exceed the amounts set forth in **Exhibit B** attached hereto and incorporated herein by this reference. The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services ("Pre-Approved Expenses"). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

4.2 The Consultant shall submit monthly an invoice to the City for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the

previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the City. The Consultant shall provide such additional backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

5.1 The City designates Cory Peterson as the responsible City staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by such person and such person's designees.

5.2 The Consultant designates Katie Leone as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives of Consultant be replaced, and such replacement require the City or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.

6.0 TERM

6.1 The term of this Agreement shall be from the Effective Date to December 31, 2025, unless sooner terminated pursuant to Section 13, below. The Consultant's Services under this Agreement shall commence on the Effective Date and Consultant shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements.

6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7.0 INSURANCE

7.1 The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by

reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.

7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and TWO MILLION DOLLARS ($2,000,000) aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.

7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FOUR HUNDRED THOUSAND DOLLARS ($400,000) per person in any one occurrence and ONE MILLION DOLLARS ($1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS ($50,000) per occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to the City of Louisville under this Agreement.

7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and ONE MILLION DOLLARS ($1,000,000) aggregate.

7.2 The Consultant's general liability insurance, automobile liability and physical damage insurance, and professional liability insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.

7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No

required coverage shall be cancelled, terminated or materially changed until at least 30 days' prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

7.5 The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

8.0 INDEMNIFICATION

8.1 To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if and to the extent such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible. The Consultant shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Consultant shall further bear all other costs and expenses incurred by the City or Consultant and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Consultant.

8.2 The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Consultant's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

8.3 If the Consultant is providing architectural, engineering, surveying or other design services under this Agreement, the extent of the Consultant's obligation to indemnify and hold harmless the Town may be determined only after the

Consultant's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the parties, as provided by C.R.S. § 13-50.5-102(8)(c).

9.0 QUALITY OF WORK

Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

10.0 INDEPENDENT CONTRACTOR

It is the expressed intent of the parties that the Consultant is an independent contractor and not the agent, employee or servant of the City, and that:

10.1. Consultant shall satisfy all tax and other governmentally imposed responsibilities including but not limited to, payment of state, federal, and social security taxes, unemployment taxes, worker's compensation and self-employment taxes. No state, federal or local taxes of any kind shall be withheld or paid by the City.

10.2. **Consultant is not entitled to worker's compensation benefits except as may be provided by the Consultant nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some entity other than the City.**

10.3. Consultant does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.

10.4. Consultant has and retains control of and supervision over the performance of Consultant's obligations hereunder and control over any persons employed by Consultant for performing the Services hereunder.

10.5. The City will not provide training or instruction to Consultant or any of its employees regarding the performance of the Services hereunder.

10.6. Neither the Consultant nor any of its officers or employees will receive benefits of any type from the City.

10.7. Consultant represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.

10.8. All Services are to be performed solely at the risk of Consultant and Consultant shall take all precautions necessary for the proper and sole performance thereof.

10.9. Consultant will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

11.0 ASSIGNMENT

Except as provided in section 22.0 hereof, Consultant shall not assign or delegate this Agreement or any portion thereof, or any monies due or to become due hereunder without the City's prior written consent.

12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13.0 TERMINATION

13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

13.2 In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Consultant will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the City to the Consultant under this Agreement will cease. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services

are and shall remain the sole and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City. Consultant shall not provide copies of any such material to any other party without the prior written consent of the City.

16.0 ENFORCEMENT

16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.

16.2 This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado, and in no other court. Consultant hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17.0 COMPLIANCE WITH LAWS

17.1 Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

17.2 Consultant acknowledges that the City of Louisville Code of Ethics provides that independent contractors who perform official actions on behalf of the City which involve the use of discretionary authority shall not receive any gifts seeking to influence their official actions on behalf of the City, and that City officers and employees similarly shall not receive such gifts. Consultant agrees to abide by the gift restrictions of the City's Code of Ethics.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the City:

City of Louisville
Attn: City Manager
749 Main Street
Louisville, Colorado 80027
Telephone: (303) 335-4533
Fax: (303) 335-4550

If to the Consultant:
Attn: Katie Leone
1000 Logan Street
Denver, Colorado 80203
e-mail: KLeone@spronkwater.com

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

20.0 EQUAL OPPORTUNITY EMPLOYER

20.1 Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, national origin, sexual orientation, gender identify or expression, marital status or any other protected basis. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

20.2 Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Consultant, and nothing contained in this Agreement

shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

Consultant may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Consultant will submit any proposed subcontractor and the description of its services to the City for approval. The City will not work directly with subcontractors.

23.0 AUTHORITY TO BIND

Each of the persons signing below on behalf of any party hereby represents and warrants that such person is signing with full and complete authority to bind the party on whose behalf of whom such person is signing, to each and every term of this Agreement.

In witness whereof, the parties have executed this Agreement to be effective on the date first above written.

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By:_____

Attest:_____
Meredyth Muth, City Clerk

CONSULTANT:

Katryn Leone

By: Katryn Leone
Title: Principal and Sr Water Resources Engineer

Exhibit A – Scope of Services

Task A – Daily Water Rights Administration

This task includes managing the daily operations of the City's raw water supply. The work to be performed under this task shall consist of coordination and meeting with City staff, Coal Creek Golf Course staff, Colorado Division of Water Resources Division 1 Engineer's office, Water District 6 water commissioner, and other local municipalities and ditch companies for the purpose of diverting, storing, and administrating water rights pursuant to the terms and conditions of the various City decrees. The work shall include managing the City's water right entitlements and obligations as they apply to return flow requirements, reuse capabilities, and all reporting obligations with Northern Water Conservancy District and Farmers Reservoir and Irrigation Company ("FRICO").

This task's deliverable shall include the submittal of a complete set of monthly water accounting to the Division 1 Engineer, FRICO, and the City's Public Works staff. The deliverable shall be submitted to the City on or before the 20th day of each month.

Task B – State of Colorado Accounting Audit and Revisions

This task includes the modernization/transition of the City's water rights accounting process from the current "Water Manager" software to a customized EXCEL spreadsheet format conforming to the State's accounting protocol. Integration of the City's Marshall Lake accounting into the newly developed EXCEL spreadsheet accounting forms. Coordinate and collaborate with the Division 1 Engineer's office to ensure approval of the City's modified accounting forms and procedures. This includes meetings, teleconferences, memorandums, and any other form of negotiation and compliance standards. Given the uncertainty and full extent of the State's review and audit process, the cost estimate for this task is based on time and materials.

Task C1 – On-Call Engineering Services

The Consultant will provide additional engineering services as requested by the City in 2025. Work under this task will include assisting the City with its opposition to other entities' water court applications (including the pending Case Nos. 22CW3176 - Eldorado Artesian Springs and 23CW3154 - Three Leaf Farms), protection of the City's water rights in Federal, State, and local permitting, water resource planning and projections. Opposition work will generally include a review and comment on the applicants' engineering reports, proposed decrees, and accounting. Depending on the Water Court Trial Schedule for each applicant, the work may include a review of the applicant's 26(a)2 Expert Report(s), preparation of the expert report(s) on behalf of the City of Louisville, review and comment on the proposed decree, and participation in settlement negotiations.

Task C2 – On-Call Engineering Services (Water Court)

The level of participation in the Water Court Trial(s) is currently unknown. Efforts could include assisting legal counsel with prosecuting the case(s), preparation of court exhibits, attending the Water Court trial, and providing expert testimony. Due to the uncertainty of the level of effort needed for water court trials, any time expended in Part 2 of the On-Call Engineering Services will be billed separately from this contract on a time and material basis and will be based on the fees included in Exhibit B.

EXHIBIT B

Consultant shall be compensated for work described above at the rates and not-to-exceed totals specified below.

Task	Not-to-Exceed Amount
A	$122,000
B	$3,000
C	$18,500
TOTAL	**$143,500**

GENERAL HOURLY WAGE RATES for 2025

Principal Engineer	$245
Senior Engineer II	$210
Senior Watershed Scientist	$195
Senior Engineer I	$185
Staff Engineer	$170
Assistant Engineer	$130
Technician	$75
Administrative	$50

City of Louisville
COLORADO • SINCE 1878

SUBJECT: **ORDINANCE NO. 1892, SERIES 2025 – AN ORDINANCE AMENDING TILE 17 AND TITLE 3 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING THE REGULATION OF ACCESSORY DWELLING UNITS IN THE CITY OF LOUISVILLE (1ST READING AND SET PUBLIC HEARING FOR 04/15/2025)**

DATE: **MARCH 18, 2025**

PRESENTED BY: **JEFF HIRT, AICP, PLANNING MANAGER**
ROB ZUCCARO, AICP, COMMUNITY DEVELOPMENT DIRECTOR

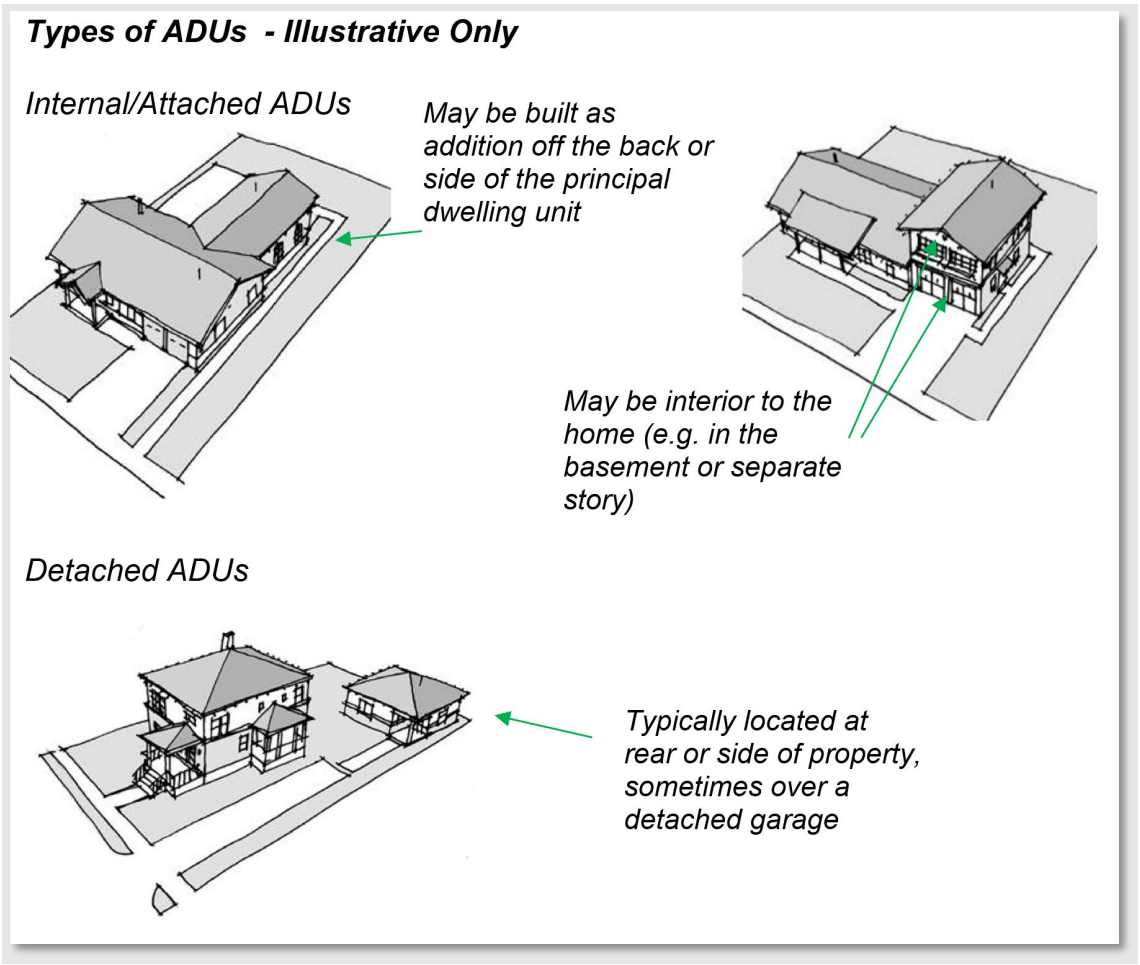
SUMMARY:
Attached for recommendation to City Council is a draft ordinance to comply with Colorado House Bill 24-1152 that requires the City of Louisville to allow Accessory Dwelling Units (ADUs) in all single-family residential zone districts by June 30, 2025. This item also implements several Housing Plan policies and is on the recently approved City Council 2025 Work Plan.

BACKGROUND:
The Louisville Municipal Code (LMC) does not currently address ADUs, therefore they are not allowed. The LMC only allows "guest houses" in all residential zone districts that cannot be rented or sold as a separate unit or have full kitchens. The City also allows the renting of one room in a home, referred to as a "rooming unit". The LMC does not currently allow short term rentals anywhere.

HB 24-1152 Section 29-35-102 defines an ADU as an internal, attached, or detached dwelling unit that:

- Provides complete independent living facilities for one or more individuals;
- Is located on the same lot as a proposed or existing primary residence; and
- Includes facilities for living, sleeping, eating, cooking, and sanitation.

HB 24-1152 also has detailed ADU standards the City must comply with addressing topics like setbacks from property lines, minimum sizes, parking requirements, and whether the owner must reside on the property. Table 1 provides a more detailed summary of HB 24-1152.



Summary of HB 24-1152 Requirements

Table 1 summarizes the key elements of HB 24-1152 and what the City can and can't do within each topic. Attachment 3 is the signed bill, and Attachment 5 is the State guidance for a more in-depth summary of the bill.

Table 1: Summary of HB 24-1152		
Topic	**The City Must:**	**The City May Not:**
Allowance for ADUs	Allow both attached and detached ADUs on all lots where single family units are allowed.	Prohibit ADUs on any lot where a single family dwelling is allowed, including areas with PUDs. No private Homeowners Associations (HOA) can prohibit an ADU as accessory to a single family dwelling, although the City does not enforce HOA regulations.

Table 1: Summary of HB 24-1152		
Topic	**The City Must:**	**The City May Not:**
ADU Permitting Process	Allow ADUs as an administrative approval, subject to only objective standards.	Require ADUs accessory to single family dwellings to be approved through a discretionary process, or with any public notice or hearings. A discretionary process, for example, would include subjective standards like "consistent with neighborhood character". Any ADU standards must be objective like metrics for setbacks, building heights, etc. The bill does allow the City to require historic preservation review for an ADU like any other building.
ADU Development Standards	• Allow ADUs between 500-750 square feet. • Allow ADUs with the same standards generally as an accessory building or the primary house.	Require any design standard for an ADU that is more restrictive than what is required for the primary single family dwelling unit. Examples include building materials, locations of windows or patios, or roof pitches. Require any development standard that is more restrictive than the primary unit, and in some cases, development standards more restrictive than for an accessory building (e.g., storage shed). Specifically, the City may not require a greater side setback for ADUs than what is required for the primary unit and may not require a greater rear setback than what is required for accessory buildings. The City can regulate the height of ADUs under HB 1152.
ADU Parking Requirements	Allow ADUs on all single family lots even if they don't have assigned parking spaces, with some limited exceptions.	Require parking designated for the ADU, except for instances where: • Zoning regulations already require parking for the primary unit; • There is no existing parking space on the lot that can be used for the ADU; and • On street parking is prohibited on the block the ADU property is on.
Property Owner Occupancy on ADU Lots	Allow ADUs on all single family lots, regardless of whether the property owner resides in the ADU or the primary unit, with a limited exception.	Require property owner occupancy of the ADU or primary unit, except at the time of permit for the ADU. The City may not require that the property owner occupies either the ADU or primary unit if both units are being constructed at the same time.

Under HB 24-1152, the City can demonstrate that there are methods in place to facilitate development of ADUs to be designated as an ADU Supportive Jurisdiction. Such designation would make ADU-related projects in Louisville eligible for state grant funding. The law lists ten potential strategies (*see Attachment 3, 29-35-104*) and cities must meet at least one of them to be an ADU Supportive Jurisdiction. The proposed ordinance has two of them, as summarized in the Proposal sections below that are: 1) to create an incentive for deed restricted affordable ADUs, and 2) to allow existing units that may meet the definition of an ADU but do not comply with all current standards a one year grace period to register with the City to have legal nonconforming status.

2023 ADU Community Engagement
In 2023, City staff conducted targeted, ADU-related community engagement with residents in the Marshall Fire recovery area. Over 100 residents provided feedback on questions related to topics that are now mandatory under HB 24-1152. Such questions addressed whether residents would support allowing ADUs, and preferences around the size of ADUs and parking. Opinions were mixed from the survey and City staff at that time elected to expand the scope of the ADU project citywide. The full results from this engagement in February 2023 can be found on the project webpage under "February Community Response Reports".

City Council Discussion/Direction – June 4, 2024
City staff presented a summary of HB 24-1152 and the proposed approach to address ADUs to City Council in June 2024. The specific approach shared focused on compliance with the bill, options for incentives for certain types of ADUs, and public information sharing as the ADU ordinance progresses. City Council's comments reflected the following key themes and requested staff to consider an ADU ordinance that:

- Includes incentives for certain ADUs including deed restricted affordable units, landmarked properties, and accessible units;
- Addresses a voluntary pathway for compliance of existing units that may meet some of the features of an ADU; and
- Includes technical or financial assistance the City can provide to support development of ADUs, to the extent possible.

The video of this City Council meeting can be found at this link starting at about 1:48.

PROPOSAL:
The proposed ordinance complies with HB 24-1152 and addresses some of the limited areas where the City has discretion to customize the ADU regulations to Louisville. Table 2 below and the Proposed Supplemental ADU Regulations section below provides a summary of the key elements of the ordinance. Attachment 2 is the full proposed ordinance. Attachment 7 includes illustrations of what the proposed size and location regulations would look like on typical Louisville lots. Attachment 4 includes a summary of current peer city ADU regulations.

Table 2: Summary of Key Elements of Proposed ADU Ordinance			
Topic	**Proposed ADU Regulation**		**Rationale**
Allowance for ADUs	All zone districts that allow single family dwellings. See Attachment 6 for a map of these areas.		To comply with HB 24-1152.
Maximum ADU Square Size **Maximum ADU Square Size (cont'd)**	Detached ADU	800 square feet with square footage for any garage space within the same building excluded from the calculation.	To comply with HB 24-1152 and to align with peer jurisdictions. Regarding the garage space, to recognize that garage space is not part of the ADU living area and may not serve the ADU.
	Attached ADU	< 50% of primary single family unit building floor area or 1,000 square feet, whichever is less. Garage space in the existing unit is excluded from the calculation.	To comply with HB 24-1152, recognize the proposed ADU square footage may already exist within the primary unit for a conversion, and align with peer jurisdictions. Related to the garage space, to recognize that garage space is not part of the dwelling unit living area.
Maximum ADU Building Height	Detached ADU	20' in all single family residential zone districts outside of Old Town.	To consider detached ADUs the same as other types of accessory buildings (e.g., garages) relative to building height.
		25' in single family zone districts in the Old Town overlay district.	To address unique conditions in Old Town including roof pitch requirements and alley access. The Analysis section below provides a more detailed summary of this recommendation.
	Attached ADU	Same as primary single family dwelling unit building height maximum.	To comply with HB 24-1152.
ADU Setbacks from Side Interior, Street, and	Detached ADU	Same as for other detached accessory buildings.	To comply with HB 24-1152 and consider detached ADUs the same as other types of accessory buildings (e.g., garages) relative to side and rear setbacks.

Table 2: Summary of Key Elements of Proposed ADU Ordinance			
Topic	**Proposed ADU Regulation**		**Rationale**
Rear Property Lines	Attached ADU	Same side setback as for primary building, same rear setback as for accessory building.	To comply with HB 24-1152.
ADU Setbacks from Front Property Lines	Detached ADU	Same as for other detached accessory buildings.	To comply with HB 24-1152.
	Attached ADU	Same as for primary single-family building.	To comply with HB 24-1152.
Parking for ADUs	One off street parking space must be designated for the ADU only if: • There is not currently a "spare" parking space available for the primary dwelling, and • On street parking is prohibited on the block where the ADU is located.		To comply with HB 24-1152.

Proposed Supplemental ADU Regulations

Nonconforming ADUs

Under this proposal, existing units that meet the proposed definition of an ADU that do not meet all the new ADU regulations would have flexibility to be legally permitted. Such units that do not fully meet the City's adopted ADU ordinance will have an 18 month "grace" period to obtain legal nonconforming status according to LMC Sec. 17.08.340. This would allow such ADU to continue in perpetuity with the ability to make minor improvements to the unit. Such an ADU that does not obtain legal nonconforming status during this grace period would be in violation of the LMC.

The proposed grace period would include the ability for a life safety inspection of the ADU by City inspectors, and the ability to make improvements to bring the unit into compliance with building code requirements. Once accepted, the City would provide written documentation that the unit has legal nonconforming status as an ADU.

This process would also address one of the qualifying strategies in HB 24-1152 for Louisville to be an ADU Supportive Jurisdiction and eligible for future grant funding.

ADUs and the City's Inclusionary Housing Ordinance (IHO)

LMC Chapter 17.76 requires that any new residential development include 12% of its market rate units as permanently affordable. The proposed ordinance states that an ADU that is part of a project subject to the City's IHO does not count towards the

minimum affordable housing unit set aside. The rationale is that an ADU being accessory to the main unit with size and location restrictions will naturally be more affordable than the primary unit, therefore it should not be considered the same as the larger primary market rate unit for the purposes of the IHO calculation.

This would also address one of the qualifying strategies in HB 24-1152 for Louisville to be an ADU Supportive Jurisdiction and eligible for applicable future grant funding.

ADU Size Incentives

The proposed ordinance would allow an increase in size for ADUs if they are designed as an accessible unit, deed restricted for affordable housing, and any part of the ADU is a landmarked structure, whether that be an attached or detached ADU. Specifically, for such ADUs the ordinance allows the following.

- A detached ADU may be up to 1,000 square feet instead of 800 square feet;
- An attached ADU may be up to 1,200 square feet instead of 1,000 square foot; and
- Accessible units may additionally exceed the lot coverage maximums by 20% (the percent of the lot area that can be covered by structures).

This element of the proposed ordinance would address policies from two adopted plans. The 2015 Preservation Master Plan identifies ADUs as a historic preservation strategy (p. B-1). This element of the proposed ordinance would address Housing Plan Goal 2: "Expand and Maintain Access to Affordable Housing" (p. 4).

Development Impact Fees for ADUs

The proposed ordinance exempts the first 500 square feet of an accessory dwelling unit from any development impact fees set forth in LMC Chapter 3.18. This proposal aligns with Sec. 3.18.040.B.8 that currently exempts "small additions and renovations for residential uses" as defined as 500 square feet or less. The rationale for the proposed change is to recognize ADUs are accessory to an existing single family unit that would have already been assessed impact fees.

ANALYSIS:

Old Town Overlay Detached ADU Building Heights

The proposed ordinance would allow detached ADUs up to 25 feet in the Old Town overlay area to address the area's unique conditions (*see Attachment 3, Map of Single Family and Old Town Areas*). The maximum height of an accessory building in the Old Town overlay is currently 20 feet per LMC Sec. 17.12.040. Under this proposal, ADUs in all single family residential areas outside of Old Town would have the same building height maximums as any other type of accessory building, which is typically 20 feet. The reasons for allowing taller ADUs in Old Town include but are not limited to:

- *Old Town Roof Pitch Requirements*: The Old Town overlay district requires a minimum roof pitch that would apply to ADUs like it does for all other types of buildings per LMC Sec. 17.12.050. Other single family residential zone districts outside of the Old Town area do not have this requirement that significantly restricts the habitable space of a second story.
- *Old Town Alley Access*: Over 90% of Old Town residential lots have both street and alley access. This allows two means of access to single family residential properties that makes building an ADU more practical, as evidenced by a higher concentration of accessory buildings like detached garages in Old Town with single family residential lots than the rest of the city. There are few single family properties outside of Old Town in Louisville with alley and street access.

How Many ADUs to Expect

The number of ADUs that may be permitted in Louisville is difficult to estimate. Staff anticipate less than 50 per year in the next few years, based on what limited regional data is available on this topic. The Denver-based Bell Policy Center conducted an analysis in early 2024 of how many ADUs have been built in cities that have allowed them in single family areas before HB 24-1152 was approved. The analysis looked at how many ADUs have been built since approval of ADU local laws in 13 cities per 1,000 dwelling units. The outcomes varied from less than 1 in Broomfield to over 2 per 1,000 dwelling units in Boulder. Louisville currently has about 9,000 dwelling units.

Water Tap Fees for ADUs

LMC Chapter 13.12 requires a water tap permit for defined dwelling units. An accessory dwelling unit would currently be considered a multifamily unit under LMC Sec. 13.12.020 for the purpose of assessing a water tap fee. Such water tap fee is currently $32,100 per multifamily unit and may be lowered if the subject property has a separate irrigation water tap.

City staff are planning for a discussion/direction with City Council in the near term to address this topic.

PLANNING COMMISSION RECOMMENDATION

Planning Commission recommended approval of the proposed ordinance on February 13, 2025, with the following condition:

- That ADUs designed as accessible be allowed a size increase consistent with the proposed increase for landmarked structures and affordable housing units, with an additional size increase allowance of 20% of the minimum lot coverage requirements.

Planning Commission did not evaluate any specific proposed changes to LMC Chapter 13.12 related to water tap fees for ADUs, but they did request the following comments be communicated to City Council:

- That City Council consider modified water tap fees for ADUs to the extent practical, in recognition of the significant barrier such tap fees are to building an ADU.

The Planning Commission discussion on ADUs on February 13 can be found at this link to view the video.

PUBLIC COMMENTS:
Public comments to date are attached, including seven public comments with the February 13 Planning Commission meeting.

FISCAL IMPACT:
Implementation and administration of the Accessory Dwelling Unit Ordinance will take additional staff time and city resources but will also include revenues from permit fees.

STAFF RECOMMENDATION:
Staff recommends approval of Ordinance No.1892, Series 2025 to amend Title 17 and Title 3 to allow Accessory Dwelling Units for the following reasons:

- To comply with Colorado HB 24-52 that requires the City to allow ADUs on all single family lots with other specific standards;
- To implement the Housing Plan goals to Increase Residential Development Opportunities in Louisville, Expand and Maintain Access to Affordable Housing, and Diversity Louisville's Housing Stock. Allowing ADUs will provide a currently lacking housing option in Louisville that can address housing affordability challenges as set forth in HB 24-1152; and
- To implement Housing Plan Action Item 1.4.

ATTACHMENTS/LINKS:
1. Ordinance No. 1892, Series 2025
2. Planning Commission Resolution 2, Series 2025
3. Colorado HB 24-1152
4. HB 24-1152 State Guidance
5. Peer Community ADU Regulations Summary
6. Map of Single Family and Old Town Areas
7. Illustration of ADU Proposal on Typical Louisville Lots
8. Planning Commission Public Comments (February 13)
9. ADU City Project Webpage

STRATEGIC PLAN IMPACT:

☐	**Financial Stewardship & Asset Management**	☐	**Reliable Core Services**
☒	**Vibrant Economic Climate**	☐	**Quality Programs & Amenities**
☒	**Engaged Community**	☒	**Healthy Workforce**
☐	**Supportive Technology**	☐	**Collaborative Regional Partner**

ORDINANCE NO. 1892
SERIES 2025

AN ORDINANCE AMENDING TITLE 17 AND TITLE 3 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING THE REGULATION OF ACCESSORY DWELLING UNITS IN THE CITY OF LOUISVILLE

WHEREAS, the City of Louisville (the "City"), is a Colorado home rule municipal corporation duly organized and existing under laws of the State of Colorado and the City of Louisville Home Rule Charter (the "City Charter"); and

WHEREAS, the State of Colorado House Bill 24-1152 requires the City of Louisville to allow accessory dwelling units on all single family residential lots by June 30, 2025 and comply with detailed supplemental standards related to accessory dwelling units; and

WHEREAS, allowing accessory dwelling units is consistent with the Louisville Housing Plan goals to increase residential development opportunities in Louisville, expand and maintain access to affordable housing, and diversify Louisville's housing stock; and

WHEREAS, allowing accessory dwelling units is consistent with the Louisville Housing Plan Action Item 1.4 to remove barriers to and promote accessory dwelling units to help increase housing supply and diversity; and

WHEREAS, after a duly noticed public hearing held February 13, 2025, where evidence and testimony were entered into the record, including the Louisville Planning Commission Staff Report dated February 13, 2025, the Louisville Planning Commission has recommended the City Council adopt the amendments to the LMC set forth in this ordinance; and

WHEREAS, City Council has provided notice of a public hearing on said ordinance by publication as provided by law and held a public hearing as provided in said notice.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. Louisville Municipal Code Chapter 17.08 – Definitions, is hereby amended by the addition of new Sections 17.08.011 to 17.08.013 to read as follows:

Sec. 17.08.011. – Accessory dwelling unit

Accessory dwelling unit means an internal, attached, or detached dwelling unit that is (i) subordinate in size and purpose to the principal single-family dwelling unit; (ii) provides complete independent living facilities for one or more individuals; (iii) is located on the same lot as a proposed or existing principal single-family dwelling unit; and (iv) includes facilities for living, sleeping, eating, cooking, and sanitation.

Sec. 17.08.012. – Accessory dwelling unit, detached

An accessory dwelling unit that is located within an accessory structure on the same lot as the principal single-family dwelling unit.

Sec. 17.08.013. – Accessory dwelling unit, attached

An accessory dwelling unit that is a distinctly separate unit from the principal single-family dwelling unit but is physically attached to or is integrated within the same structure as the principal single-family dwelling unit, including a basement, addition, floor, or portion of a floor.

Section 2. Louisville Municipal Code Section 17.12.030 is hereby amended by the addition of a new line 42a to read as follows (words to be added are underlined):

Sec. 17.12.030 – Use groups.

Use Groups		Districts																	
		A	A-O	B-O	A-OT	R-RR	SF-R	SF-E	R-RR-E R-L	SF-LD SF-MD SF-HD	R-M	R-H	C-N	C-C	C-B	I	PCZD	MU-R	OS
									*	*	*								
4.	Single-family dwellings	Yes	No	No		Yes	Yes	Yes	Yes	Yes	Yes	Yes	R	No	No	No			
42a	Accessory dwelling unit	Yes	No	No		Yes	Yes	Yes	Yes	Yes	Yes	Yes	R	No	No	No			

Section 3. Louisville Municipal Code Section 17.12.040 is hereby amended to read as follows (words to be added are underlined):

Sec. 17.12.040 – Yard and bulk requirements.

		Zoning Districts and Requirements																	
	Yard and Bulk Item	**A**	**A-O**	**B-O**	**R-RR**	**SF-R**	**SF-E**	**R-R**	**R-E**	**R-L**	**SF-LD**	**SF-MD**	**SF-HD**	**R-M**	**R-H**	**C-N**	**C-C**	**C-B**	**I**
3.	Minimum lot area per dwelling unit (sq. ft.)[12]	5 acres	—	1,750	20,000 [8]	1 acre [8]	1 acre	20,000	12,000	7,000	21,780	12,000	7,000	3,500	2,500	1,750	1,750	1,750	—
8.	Minimum rear yard setback for principal uses (ft.) [3, 12]	25	20	20	30	30	30	25	25	25	25	25	25	25	25	20	20	20	20
9.	Maximum height principal uses (ft.)	27	25	40	27	27	27	35	35	35	27	27	27	35	50				
	Accessory use (ft.)	45[12]	20	20	25	27	27	25	20	20	16	16	16	20	20	20	20	20	25

FOOTNOTES

12. See Sec. 17.16.035 for supplemental regulations applicable to accessory dwelling units.

Section 4. Louisville Municipal Code Chapter 17.16 – General Regulations, is hereby amended to include a new Section 17.16.035 to read as follows:

Sec. 17.16.035. – Accessory dwelling units.

Accessory dwelling units shall comply with the following regulations:

A. *Maximum Number*: a maximum of one accessory dwelling unit shall be permitted per lot as an accessory use to a principal single family dwelling. Accessory dwelling units are allowed only on lots used or developed as single family dwelling units.

B. *Accessory Dwelling Unit Development Standards*:

1. Detached accessory dwelling units shall comply with all applicable development standards for accessory structures and uses set forth in Sec. 17.12.040 – Yard and Bulk Requirements, Sec. 17.16.030 – Accessory Uses, and yard and bulk requirements for the Old Town overlay district except as provided herein.
2. Attached accessory dwelling units shall comply with all development standards for principal uses set forth in Sec. 17.12.040 – Yard and Bulk Requirements, and yard and bulk requirements for the Old Town overlay district except as provided herein.
3. *Maximum Size*:
   a. Accessory dwelling units shall not exceed 49% of the square footage of the principal single family dwelling unit. However, accessory dwelling units between 500 square feet and 750 square feet in size shall be allowed in all cases, provided all other requirements in this Sec. 17.16.035 are met.
   b. Detached accessory dwelling units shall not exceed 800 square feet in size.
   c. Attached accessory dwelling units shall not exceed 1,000 square feet in size.
   d. Garage areas shall not be included as part of the maximum size square footage calculation of an accessory dwelling unit.
4. *Maximum Height*:
   a. The maximum height of detached accessory dwelling units in the Agricultural zone district shall be 20 feet.
   b. The maximum height of detached accessory dwelling units in the Old

Town overlay district shall be 25 feet.

5. *Setbacks*: the minimum rear setback for an attached accessory dwelling unit shall be ten feet.
6. *Minimum Lot Area per Dwelling Unit*: a lawful accessory dwelling unit shall be excluded when calculating the minimum lot area per dwelling unit requirement in Sec. 17.12.040 or a residential density standard in an applicable Planned Unit Development or General Development Plan.

C. *Parking*: one off-street parking space shall be required for an accessory dwelling unit if on street parking is prohibited on the subject block and parking is not available on the subject lot.

D. *Incentives for Certain Accessory Dwelling Units:*

1. *Accessible Housing Incentives* – Accessory dwelling units that meet the definition of a Type A Accessible dwelling unit according to the City's adopted building codes may be up to 1,000 square feet in size for detached accessory dwelling units, up to 1,200 square feet in size for attached accessory dwelling units, and may exceed the minimum lot coverage requirements in Sec. 17.12.040 by 20 percent, provided all other requirements in this Sec. 17.16.035 are met.
2. *Affordable Housing Incentives*
    a. Accessory dwelling units shall not be considered a dwelling unit for the purposes of complying with the inclusionary housing requirements set forth in Chapter 17.76.
    b. Accessory dwelling units that are deed restricted as affordable housing in accordance with Chapter 17.76 may be up to 1,000 square feet in size for detached accessory dwelling units and up to 1,200 square feet in size for attached accessory dwelling units, provided all other requirements in this Sec. 17.16.035 are met.
3. *Historic Preservation Incentives* – an accessory dwelling unit, or portion thereof, that is a designated landmark in accordance with Chapter 15.36 – Historic Preservation may be up to 1,000 square feet in size for detached accessory dwelling units and up to 1,200 square feet in size for attached accessory dwelling units, provided all other requirements in this Sec. 17.16.035 are met.

E. *Accessory Dwelling Units in Planned Unit Developments*

1. A maximum of one accessory dwelling unit shall be permitted per lot as an accessory use to a principal single-family dwelling in all Planned Unit Developments, General Development Plans, or other City approved

plans.

2. No Planned Unit Development, General Development Plan, or other City approved plan may restrict the size of an accessory dwelling unit to less than 750 square feet.
3. Any required amendment to a Planned Unit Development or General Development Plan, to allow an accessory dwelling unit in accordance with this Sec. 17.16.035, is considered a minor change eligible for administrative approval under Sec. 17.28.210 – Amendments to final plan and Sec. 17.72.060 – Amendment.

F. *Existing or New Principal Unit on Lot.* A single-family dwelling unit must exist as a primary dwelling unit on the lot or be constructed simultaneously with the accessory dwelling unit. A certificate of occupancy or completion for an accessory dwelling unit will only be issued after or coincident with issuance of the same for the primary dwelling unit.

G. *Certificate of Exception*

1. Accessory dwelling units constructed prior to the effective date of this ordinance do not qualify as nonconforming uses pursuant to Chapter 17.36 of this Code because accessory dwelling units were not an allowed use in any zone district prior to the adoption of this ordinance.
2. On or before December 31, 2026, any person who has constructed an accessory dwelling use in any zone district prior to the adoption of this ordinance may apply to the director for a Certificate of Exception, which shall allow such accessory dwelling use to continue, subject to the same requirements and limitations as a nonconforming use and any conditions of approval as may reasonably be imposed by the director. Following that date, and in the absence of City approval of an accessory dwelling unit under this section, unapproved or unpermitted accessory dwelling units shall be subject to enforcement as provided by law.
3. The director shall issue such Certificate of Exception upon a finding the applicant has demonstrated the accessory dwelling unit meets all the requirements of this Sec. 17.16.035. The director may also issue a Certificate of Exception for an accessory dwelling unit that does not fully comply with the requirements of this Sec. 17.16.035 if the director determines the issuance is not detrimental to the public good and will not impair the basic intent of this Section and subject to such conditions as may be imposed by the director.
4. A building permit shall be required for any construction or modification of the accessory dwelling unit to bring the structure into compliance with

applicable building codes, to the extent practical, as determined by the director of planning.

5. Regardless of size, accessory dwelling units with an approved Certificate of Exception shall be exempt from paying impact fees for such units pursuant to Sec. 3.18.040.B.

Section 5. Louisville Municipal Code Chapter 17.72 – Planned Community Zone District, is hereby amended as follows (words to be added are underlined).

Sec. 17.72.080. - Residential.

A. *Generally.* It is the intention of this section to promote the development of balanced residential neighborhoods containing a variety of housing types and related recreational and community facilities.
B. *Uses permitted.* The following uses may be permitted within any planning area designated for residential use by the adopted planned community general development plan:
   1. Single-family detached dwellings;
   2. Single-family attached dwellings;
   3. Multiple-family dwellings;
   4. Churches and synagogues;
   5. Public and private schools;
   6. Municipal recreational areas;
   7. Public libraries;
   8. Golf courses and country clubs;
   9. Institutions for higher education;
   10. Clubs and lodges;
   11. Private, noncommercial, recreational facilities;
   12. Accessory structures and uses necessary and customarily incidental to the uses listed in this section, including accessory dwelling units;
   13. Governmental and public facilities;
   14. Family care home.

Section 6. Louisville Municipal Code Chapter 3.18.B.4 – Development Impact Fees, is hereby amended to read as follows (words to be added are underlined):

Sec. 3.18.040. - Development impact fees to be imposed

B. *Exemptions*. The following types of development shall be exempted from payment of the impact fees. Any claim for exemption shall be made no later than the time when the applicant applies for the first building permit. Any claim for exemption not made at or before that time shall be waived. The city planning director or designee shall determine the validity of any claim for exemption

pursuant to the standards set forth below.

4. Accessory structures. Construction of unoccupied accessory structures related to a residential unit and the first 500 square feet of an accessory dwelling unit (as defined in Chapter 17.08 of this Code).

Section 6. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 7. The repeal or modification of any provision of the Municipal Code of the City of Louisville by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 8. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, PASSED ON FIRST READING AND ORDERED PUBLISHED this __ day of _____, 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

APPROVED AS TO FORM:

_____
Kelly PC, City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this __ day of _____, 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

RESOLUTION NO. 1
SERIES 2025

A PLANNING COMMISSION RESOLUTION RECOMMENDING APPROVAL OF AN ORDINANCE AMENDING THE LOUISVILLE MUNICIPAL CODE TO ALLOW AND REGULATE ACCESSORY DWELLING UNITS

WHEREAS, the City of Louisville (the "City"), is a Colorado home rule municipal corporation duly organized and existing under laws of the State of Colorado and the City of Louisville Home Rule Charter (the "City Charter");

WHEREAS, the State of Colorado House Bill 24-1152 requires the City of Louisville to allow accessory dwelling units on all single family residential lots by June 30, 2025 and comply with detailed supplemental standards related to accessory dwelling units;

WHEREAS, allowing accessory dwelling units is consistent with the Louisville Housing Plan goals to increase residential development opportunities in Louisville, expand and maintain access to affordable housing, and diversify Louisville's housing stock;

WHEREAS, allowing accessory dwelling units is consistent with the Louisville Housing Plan Action Item 1.4 to remove barriers to and promote accessory dwelling units to help increase housing supply and diversity;

WHEREAS, after a duly noticed public hearing held February 13, 2025, where evidence and testimony were entered into the record, including the Louisville Planning Commission Staff Report dated February 13, 2025, the Louisville Planning Commission has recommended the City Council adopt the amendments to the LMC set forth in this ordinance; and

WHEREAS, City Council has provided notice of a public hearing on said ordinance by publication as provided by law and held a public hearing as provided in said notice.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Louisville, Colorado does hereby recommend approval of an ordinance amending Louisville Municipal Code to allow and regulate accessory dwelling units.

PASSED AND ADOPTED this 13th day of February 13, 2025.

By: Steve Brauneis
Steve Brauneis, Chair
Planning Commission

Attest: Cullen Choi
Cullen Choi, Secretary
Planning Commission

HOUSE BILL 24-1152

BY REPRESENTATIVE(S) Amabile and Weinberg, Bacon, Boesenecker, Epps, Froelich, Garcia, Jodeh, Kipp, Lindsay, Lindstedt, Mabrey, McCormick, Ortiz, Ricks, Rutinel, Sirota, Story, Valdez, Vigil, Willford, Woodrow, McCluskie, English, Herod, Martinez, McLachlan, Parenti, Weissman;
also SENATOR(S) Mullica and Exum, Cutter, Hinrichsen, Priola, Roberts, Winter F.

CONCERNING INCREASING THE NUMBER OF ACCESSORY DWELLING UNITS, AND, IN CONNECTION THEREWITH, MAKING AN APPROPRIATION.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, **add** article 35 to title 29 as follows:

ARTICLE 35
State Land Use Criteria For Strategic Growth
PART 1
ACCESSORY DWELLING UNITS

29-35-101. Legislative declaration. (1) (a) THE GENERAL ASSEMBLY HEREBY FINDS, DETERMINES, AND DECLARES THAT:

Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.

(I) ACCESSORY DWELLING UNITS OFFER A WAY TO PROVIDE COMPACT, RELATIVELY AFFORDABLE HOUSING IN ESTABLISHED NEIGHBORHOODS WITH MINIMAL IMPACTS TO INFRASTRUCTURE AND TO SUPPLY NEW HOUSING OPPORTUNITIES WITHOUT ADDED DISPERSED LOW-DENSITY HOUSING;

(II) ACCESSORY DWELLING UNITS GENERATE RENTAL INCOME TO HELP HOMEOWNERS COVER MORTGAGE PAYMENTS OR OTHER COSTS, WHICH CAN BE IMPORTANT FOR A VARIETY OF RESIDENTS, SUCH AS OLDER HOMEOWNERS ON FIXED INCOMES AND LOW- AND MODERATE-INCOME HOMEOWNERS;

(III) ACCESSORY DWELLING UNITS PROVIDE FAMILIES WITH OPTIONS FOR INTERGENERATIONAL LIVING ARRANGEMENTS THAT ENABLE CHILD OR ELDER CARE AND AGING IN PLACE, AND A 2021 SURVEY BY THE AARP FOUND THAT APPROXIMATELY SEVENTY-FIVE PERCENT OF PEOPLE FIFTY YEARS OF AGE OR OLDER WANT TO STAY IN THEIR HOMES OR COMMUNITIES FOR AS LONG AS THEY CAN. ACCORDING TO A 2018 STUDY BY THE CENTER FOR AMERICAN PROGRESS, FIFTY-ONE PERCENT OF COLORADANS LIVE IN A CHILD CARE DESERT-A COMMUNITY WHERE THERE ARE NO CHILD CARE PROVIDERS OR SO FEW OPTIONS THAT THERE ARE MORE THAN THREE TIMES AS MANY CHILDREN AS THERE ARE LICENSED CHILD CARE SLOTS. THESE CHILD CARE DESERTS ARE SITUATED WITHIN RURAL, SUBURBAN, AND URBAN COMMUNITIES AND ARE A MAJOR REASON FOR WORKING PARENTS TO LEAVE THE WORKFORCE.

(IV) ACCESSORY DWELLING UNITS ARE OFTEN OCCUPIED AT LOW TO NO RENT BY FAMILY MEMBERS, AND IF THEY ARE RENTED PRIVATELY, THEIR RENTS ARE RELATIVELY AFFORDABLE BECAUSE OF THEIR SMALL SIZE;

(V) AS COLORADO'S POPULATION AGES AND TYPICAL HOUSEHOLD SIZE CONTINUES TO DECREASE, ACCESSORY DWELLING UNITS OFFER MORE COMPACT HOUSING OPTIONS THAT ALIGN WITH THE STATE'S CHANGING DEMOGRAPHICS, AND COLORADANS OVER SIXTY-FIVE YEARS OF AGE ARE THE FASTEST-GROWING AGE COHORT IN COLORADO ACCORDING TO THE STATE DEMOGRAPHY OFFICE;

(VI) ACCESSORY DWELLING UNITS ENABLE SENIORS TO DOWNSIZE, MOVE INTO ACCESSIBLE UNITS, OR LIVE WITH FAMILY OR A CAREGIVER WHILE

REMAINING IN THEIR COMMUNITIES. A 2018 AARP SURVEY FOUND THAT SIXTY-SEVEN PERCENT OF ADULTS WOULD CONSIDER LIVING IN AN ACCESSORY DWELLING UNIT TO BE CLOSE TO SOMEONE BUT STILL HAVE A SEPARATE SPACE. MOST SENIORS DO NOT LIVE IN HOMES THAT ARE ACCESSIBLE, EVEN THOUGH DISABILITY IS PREVALENT AMONG THE SENIOR POPULATION AND INCREASES WITH AGE. LESS THAN FOUR PERCENT OF EXISTING HOUSING UNITS IN THE UNITED STATES ARE ESTIMATED TO BE LIVABLE FOR PEOPLE WITH MODERATE MOBILITY DIFFICULTIES, ACCORDING TO "HOUSING FOR AN AGING POPULATION" IN THE JOURNAL HOUSING POLICY DEBATE.

(VII) RELATIVE TO DISPERSED, LOW-DENSITY DEVELOPMENT, COMPACT INFILL DEVELOPMENT, INCLUDING ACCESSORY DWELLING UNIT DEVELOPMENT, REDUCES WATER USE, GREENHOUSE GAS EMISSIONS, INFRASTRUCTURE COSTS, AND HOUSEHOLD ENERGY AND TRANSPORTATION COSTS;

(VIII) ACCESSORY DWELLING UNITS USE SIGNIFICANTLY LESS ENERGY FOR HEATING AND COOLING THAN SINGLE-UNIT DETACHED DWELLINGS BECAUSE OF THEIR SMALLER SIZE, WHICH REDUCES HOUSEHOLD ENERGY COSTS AND GREENHOUSE GAS EMISSIONS. ACCESSORY DWELLING UNITS CAN REDUCE LIFETIME CARBON DIOXIDE EMISSIONS BY FORTY PERCENT COMPARED TO MEDIUM-SIZED SINGLE-FAMILY HOMES, ACCORDING TO A REPORT FROM THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY. REDUCING EMISSIONS FROM THE HOUSING SECTOR IS CRITICAL FOR MEETING THE STATE'S GREENHOUSE GAS EMISSIONS TARGETS ESTABLISHED IN SECTION 25-7-102. ACCORDING TO "THE CARBON FOOTPRINT OF HOUSEHOLD ENERGY USE IN THE UNITED STATES" IN THE PROCEEDINGS OF THE NATIONAL ACADEMY OF SCIENCES, REDUCING FLOOR SPACE PER CAPITA IS A CRITICAL STRATEGY TO REACHING MID-CENTURY CLIMATE GOALS.

(IX) COMPACT INFILL DEVELOPMENT REDUCES WATER DEMAND AND INFRASTRUCTURE COSTS BY USING LESS PIPING, WHICH REDUCES WATER LOSS; INCLUDES LESS LANDSCAPED SPACE PER UNIT; AND MAKES BETTER USE OF EXISTING INFRASTRUCTURE.

(X) ACCESSORY DWELLING UNITS REDUCE GOVERNMENT CAPITAL AND MAINTENANCE COSTS FOR INFRASTRUCTURE SINCE ACCESSORY DWELLING UNITS ARE BUILT IN EXISTING NEIGHBORHOODS AND HAVE A RELATIVELY SMALL IMPACT ON EXISTING INFRASTRUCTURE. NATIONAL

STUDIES SUCH AS "RELATIONSHIPS BETWEEN DENSITY AND PER CAPITA MUNICIPAL SPENDING IN THE UNITED STATES", PUBLISHED IN URBAN SCIENCE, HAVE FOUND THAT LOWER DENSITY COMMUNITIES HAVE HIGHER GOVERNMENT CAPITAL AND MAINTENANCE COSTS FOR WATER, SEWER, AND TRANSPORTATION INFRASTRUCTURE AND LOWER PROPERTY AND SALES TAX REVENUE. THESE INCREASED COSTS ARE OFTEN BORNE BY BOTH STATE AND LOCAL GOVERNMENTS.

(XI) A NUMBER OF LOCAL LAND USE LAWS PROHIBIT HOMEOWNERS FROM BUILDING AN ACCESSORY DWELLING UNIT, OR APPLY REGULATIONS TO ACCESSORY DWELLING UNITS THAT SIGNIFICANTLY LIMIT THEIR CONSTRUCTION;

(XII) A NUMBER OF MUNICIPALITIES HAVE REMOVED BARRIERS TO ACCESSORY DWELLING UNIT CONSTRUCTION SUCH AS PARKING REQUIREMENTS, OWNER OCCUPANCY REQUIREMENTS, AND RESTRICTIVE SIZE AND DESIGN LIMITATIONS, WHICH HAS RESULTED IN ACCESSORY DWELLING UNIT PERMITS INCREASING TO TEN TO TWENTY PERCENT OF TOTAL NEW HOUSING PERMITS AND AN OVERALL INCREASE IN THE TOTAL HOUSING SUPPLY. SINCE CALIFORNIA IMPLEMENTED VARIOUS REFORMS TO ENCOURAGE ACCESSORY DWELLING UNIT CONSTRUCTION, INCLUDING REQUIRING CITIES TO ALLOW ACCESSORY DWELLING UNITS AS A USE BY RIGHT, PREVENTING THE IMPOSITION OF PARKING REQUIREMENTS, AND PREVENTING OWNER OCCUPANCY REQUIREMENTS, ACCESSORY DWELLING UNIT CONSTRUCTION HAS INCREASED SIGNIFICANTLY IN CALIFORNIA. FOLLOWING REFORMS TO CALIFORNIA'S ACCESSORY DWELLING UNIT LAW IN 2016, ACCESSORY DWELLING UNIT DEVELOPMENT HAS INCREASED RAPIDLY FROM AROUND ONE THOUSAND ACCESSORY DWELLING UNITS PERMITTED IN 2016 TO OVER TWENTY-FOUR THOUSAND IN 2022, OR ABOUT TWENTY PERCENT OF NEW HOUSING PERMITS STATEWIDE, ACCORDING TO DATA FROM THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AND ANALYSIS BY THE BIPARTISAN POLICY CENTER.

(XIII) HOUSING SUPPLY IMPACTS HOUSING AFFORDABILITY, AND HOUSING PRICES ARE TYPICALLY HIGHER WHEN HOUSING SUPPLY IS RESTRICTED BY LOCAL LAND USE REGULATIONS IN A METROPOLITAN REGION, ACCORDING TO THE NATIONAL BUREAU OF ECONOMIC RESEARCH IN WORKING PAPERS SUCH AS "REGULATION AND HOUSING SUPPLY", "THE IMPACT OF ZONING ON HOUSING AFFORDABILITY", AND "THE IMPACT OF LOCAL RESIDENTIAL LAND USE RESTRICTIONS ON LAND VALUES ACROSS

AND WITHIN SINGLE FAMILY HOUSING MARKETS";

(XIV) INCREASING HOUSING SUPPLY MODERATES PRICE INCREASES AND IMPROVES HOUSING AFFORDABILITY ACROSS ALL INCOMES, ACCORDING TO STUDIES SUCH AS "THE ECONOMIC IMPLICATIONS OF HOUSING SUPPLY" IN THE JOURNAL OF ECONOMIC PERSPECTIVES AND "SUPPLY SKEPTICISM: HOUSING SUPPLY AND AFFORDABILITY" IN THE JOURNAL HOUSING POLICY DEBATE;

(XV) ACADEMIC RESEARCH SUCH AS "THE IMPACT OF BUILDING RESTRICTIONS ON HOUSING AFFORDABILITY" IN THE FEDERAL RESERVE BANK OF NEW YORK ECONOMIC POLICY REVIEW HAS IDENTIFIED ZONING AND OTHER LAND USE CONTROLS AS A PRIMARY DRIVER OF RISING HOUSING COSTS IN THE MOST EXPENSIVE HOUSING MARKETS;

(XVI) ACCESSORY DWELLING UNITS OFFER AFFORDABLE AND ATTAINABLE OPTIONS TO LIVE IN HIGH-OPPORTUNITY NEIGHBORHOODS, WHICH CAN HELP IMPROVE EQUITY OUTCOMES REGIONALLY AND STATEWIDE. AN ANALYSIS OF ACCESSORY DWELLING UNIT PERMITTING IN CALIFORNIA FOUND THAT ACCESSORY DWELLING UNITS ARE TYPICALLY PERMITTED ON PARCELS WITH RELATIVELY GOOD ACCESS TO JOBS COMPARED TO SURROUNDING AREAS, ACCORDING TO "WHERE WILL ACCESSORY DWELLING UNITS SPROUT UP WHEN A STATE LETS THEM GROW? EVIDENCE FROM CALIFORNIA" IN CITYSCAPE: A JOURNAL OF POLICY DEVELOPMENT AND RESEARCH.

(XVII) LOCAL GOVERNMENT REGULATION OF ACCESSORY DWELLING UNITS VARIES SIGNIFICANTLY WITHIN REGIONS AND STATEWIDE IN COLORADO IN TERMS OF WHERE THEY ARE ALLOWED, THE DIMENSIONAL AND DESIGN RESTRICTIONS APPLIED, AND OTHER REQUIREMENTS. THIS INCONSISTENCY INHIBITS THE DEVELOPMENT OF A ROBUST MARKET OF ACCESSORY DWELLING UNIT DEVELOPERS, MODULAR ACCESSORY DWELLING UNIT DESIGNS, AND ASSOCIATED COST REDUCTIONS. COLORADO IS SIMILAR TO MOST STATES IN THIS REGARD, AND, ACCORDING TO "ZONING BY A THOUSAND CUTS" IN THE PEPPERDINE LAW REVIEW, WHICH ANALYZED ACCESSORY DWELLING UNIT REGULATIONS ACROSS CONNECTICUT, "THE HIGH DEGREE OF REGULATORY VARIATION THWARTS THE DEVELOPMENT OF PROTOTYPE DESIGNS OR PREFABRICATED [ACCESSORY DWELLING UNITS] THAT COULD SATISFY DIFFERENT RULES ACROSS JURISDICTIONS".

(XVIII) MORE PERMISSIVE REGULATION BY LOCAL GOVERNMENTS OF ACCESSORY DWELLING UNITS PROVIDES A REASONABLE CHANCE FOR HOMEOWNERS TO CONSTRUCT OR CONVERT AN ACCESSORY DWELLING UNIT AND THEREBY INCREASE HOUSING SUPPLY, STABILIZE HOUSING COSTS, AND CONTRIBUTE TO AFFORDABLE AND EQUITABLE HOME OWNERSHIP TO ADEQUATELY MEET THE HOUSING NEEDS OF A GROWING COLORADO POPULATION.

(b) THEREFORE, THE GENERAL ASSEMBLY DECLARES THAT INCREASING THE HOUSING SUPPLY THROUGH THE CONSTRUCTION OR CONVERSION OF ACCESSORY DWELLING UNITS IS A MATTER OF MIXED STATEWIDE AND LOCAL CONCERN.

29-35-102. Definitions. AS USED IN THIS PART 1, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(1) "ACCESSIBLE UNIT" MEANS A HOUSING UNIT THAT:

(a) SATISFIES THE REQUIREMENTS OF THE FEDERAL "FAIR HOUSING ACT", 42 U.S.C. SEC. 3601 ET SEQ., AS AMENDED;

(b) INCORPORATES UNIVERSAL DESIGN; OR

(c) IS EITHER A TYPE A DWELLING UNIT, AS DEFINED IN SECTION 9-5-101 (10), OR A TYPE B DWELLING UNIT, AS DEFINED IN SECTION 9-5-101 (12).

(2) "ACCESSORY DWELLING UNIT" MEANS AN INTERNAL, ATTACHED, OR DETACHED DWELLING UNIT THAT:

(a) PROVIDES COMPLETE INDEPENDENT LIVING FACILITIES FOR ONE OR MORE INDIVIDUALS;

(b) IS LOCATED ON THE SAME LOT AS A PROPOSED OR EXISTING PRIMARY RESIDENCE; AND

(c) INCLUDES FACILITIES FOR LIVING, SLEEPING, EATING, COOKING, AND SANITATION.

(3) "ACCESSORY DWELLING UNIT SUPPORTIVE JURISDICTION" MEANS

A LOCAL GOVERNMENT THAT THE DEPARTMENT HAS CERTIFIED PURSUANT TO SECTION 29-35-104 AS AN ACCESSORY DWELLING UNIT SUPPORTIVE JURISDICTION.

(4) "ACCESSORY USE" MEANS A STRUCTURE OR THE USE OF A STRUCTURE ON THE SAME LOT WITH, AND OF A NATURE CUSTOMARILY INCIDENTAL AND SUBORDINATE TO, THE PRINCIPAL STRUCTURE OR USE OF THE STRUCTURE.

(5) (a) "ADMINISTRATIVE APPROVAL PROCESS" MEANS A PROCESS IN WHICH:

(I) A DEVELOPMENT PROPOSAL FOR A SPECIFIED PROJECT IS APPROVED, APPROVED WITH CONDITIONS, OR DENIED BY LOCAL GOVERNMENT ADMINISTRATIVE STAFF BASED SOLELY ON ITS COMPLIANCE WITH OBJECTIVE STANDARDS SET FORTH IN LOCAL LAWS; AND

(II) DOES NOT REQUIRE, AND CANNOT BE ELEVATED TO REQUIRE, A PUBLIC HEARING, A RECOMMENDATION, OR A DECISION BY AN ELECTED OR APPOINTED PUBLIC BODY OR A HEARING OFFICER.

(b) NOTWITHSTANDING SUBSECTION (5)(a) OF THIS SECTION, AN ADMINISTRATIVE APPROVAL PROCESS MAY REQUIRE AN APPOINTED HISTORIC PRESERVATION COMMISSION TO MAKE A DECISION, OR TO MAKE A RECOMMENDATION TO LOCAL GOVERNMENT ADMINISTRATIVE STAFF, REGARDING A DEVELOPMENT APPLICATION INVOLVING A PROPERTY THAT THE LOCAL GOVERNMENT HAS DESIGNATED AS A HISTORIC PROPERTY, PROVIDED THAT:

(I) THE STATE HISTORIC PRESERVATION OFFICE WITHIN HISTORY COLORADO HAS DESIGNATED THE LOCAL GOVERNMENT AS A CERTIFIED LOCAL GOVERNMENT; AND

(II) THE APPOINTED HISTORIC PRESERVATION COMMISSION'S DECISION OR RECOMMENDATION IS BASED ON STANDARDS EITHER SET FORTH IN LOCAL LAW OR ESTABLISHED BY THE SECRETARY OF THE INTERIOR OF THE UNITED STATES.

(6) "COUNTY" MEANS A COUNTY, INCLUDING A HOME RULE COUNTY BUT EXCLUDING A CITY AND COUNTY.

(7) "DEPARTMENT" MEANS THE DEPARTMENT OF LOCAL AFFAIRS.

(8) "DWELLING UNIT" MEANS A SINGLE UNIT PROVIDING COMPLETE INDEPENDENT LIVING FACILITIES FOR ONE OR MORE INDIVIDUALS, INCLUDING PERMANENT FACILITIES FOR COOKING, EATING, LIVING, SANITATION, AND SLEEPING.

(9) "EXEMPT PARCEL" MEANS A PARCEL THAT IS:

(a) NOT SERVED BY A DOMESTIC WATER AND SEWAGE TREATMENT SYSTEM, AS DEFINED IN SECTION 24-65.1-104 (5), OR IS SERVED BY A WELL WITH A PERMIT THAT CANNOT SUPPLY AN ADDITIONAL DWELLING UNIT;

(b) A HISTORIC PROPERTY THAT IS NOT WITHIN A HISTORIC DISTRICT; OR

(c) IN A FLOODWAY OR IN A ONE HUNDRED YEAR FLOODPLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

(10) "HISTORIC DISTRICT" MEANS A DISTRICT ESTABLISHED BY LOCAL LAW THAT MEETS THE DEFINITION OF "DISTRICT" SET FORTH IN 36 CFR 60.3 (d).

(11) "HISTORIC PROPERTY" MEANS A PROPERTY LISTED:

(a) ON THE NATIONAL REGISTER OF HISTORIC PLACES;

(b) ON THE COLORADO STATE REGISTER OF HISTORIC PROPERTIES; OR

(c) AS A CONTRIBUTING STRUCTURE OR HISTORIC LANDMARK BY A CERTIFIED LOCAL GOVERNMENT, AS DEFINED IN SECTION 39-22-514.5 (2)(b).

(12) "LOCAL GOVERNMENT" MEANS A MUNICIPALITY, COUNTY, OR TRIBAL NATION WITH JURISDICTION IN COLORADO.

(13) "LOCAL LAW" MEANS ANY CODE, LAW, ORDINANCE, POLICY, REGULATION, OR RULE ENACTED BY A LOCAL GOVERNMENT THAT GOVERNS THE DEVELOPMENT AND USE OF LAND, INCLUDING LAND USE CODES, ZONING CODES, AND SUBDIVISION CODES.

(14) "LOW- AND MODERATE-INCOME HOUSEHOLD" MEANS A HOUSEHOLD THAT IS CONSIDERED LOW-, MODERATE-, OR MEDIUM-INCOME, AS DETERMINED BY THE FEDERAL DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

(15) "METROPOLITAN PLANNING ORGANIZATION" MEANS A METROPOLITAN PLANNING ORGANIZATION UNDER THE "FEDERAL TRANSIT ACT OF 1998", 49 U.S.C. SEC. 5301 ET SEQ., AS AMENDED.

(16) "MUNICIPALITY" MEANS A HOME RULE OR STATUTORY CITY OR TOWN, TERRITORIAL CHARTER CITY OR TOWN, OR CITY AND COUNTY.

(17) "OBJECTIVE STANDARD" MEANS A STANDARD THAT:

(a) IS A DEFINED BENCHMARK OR CRITERION THAT ALLOWS FOR DETERMINATIONS OF COMPLIANCE TO BE CONSISTENTLY DECIDED REGARDLESS OF THE DECISION MAKER; AND

(b) DOES NOT REQUIRE A SUBJECTIVE DETERMINATION CONCERNING A DEVELOPMENT PROPOSAL, INCLUDING BUT NOT LIMITED TO WHETHER THE APPLICATION FOR THE DEVELOPMENT PROPOSAL IS:

(I) CONSISTENT WITH MASTER PLANS, OR OTHER DEVELOPMENT PLANS;

(II) COMPATIBLE WITH THE LAND USE OR DEVELOPMENT OF THE AREA SURROUNDING THE AREA DESCRIBED IN THE APPLICATION; OR

(III) CONSISTENT WITH PUBLIC WELFARE, COMMUNITY CHARACTER, OR NEIGHBORHOOD CHARACTER.

(18) "RESTRICTIVE DESIGN OR DIMENSION STANDARD" MEANS A STANDARD IN A LOCAL LAW THAT:

(a) REQUIRES AN ARCHITECTURAL STYLE, BUILDING MATERIAL, OR LANDSCAPING THAT IS MORE RESTRICTIVE FOR AN ACCESSORY DWELLING UNIT THAN FOR A SINGLE-UNIT DETACHED DWELLING IN THE SAME ZONING DISTRICT;

(b) DOES NOT ALLOW FOR ACCESSORY DWELLING UNIT SIZES

BETWEEN FIVE HUNDRED AND SEVEN HUNDRED FIFTY SQUARE FEET;

(c) REQUIRES SIDE SETBACKS FOR AN ACCESSORY DWELLING UNIT THAT ARE LARGER THAN THE SIDE SETBACKS REQUIRED FOR A PRIMARY DWELLING UNIT IN THE SAME ZONING DISTRICT;

(d) REQUIRES A REAR SETBACK FOR AN ACCESSORY DWELLING UNIT THAT IS LARGER THAN THE GREATER OF:

(I) THE REAR SETBACK REQUIRED FOR OTHER ACCESSORY BUILDING TYPES IN THE SAME ZONING DISTRICT; OR

(II) FIVE FEET;

(e) IS A MORE RESTRICTIVE MINIMUM LOT SIZE STANDARD FOR AN ACCESSORY DWELLING UNIT THAN FOR A SINGLE-UNIT DETACHED DWELLING IN THE SAME ZONING DISTRICT; OR

(f) APPLIES MORE RESTRICTIVE AESTHETIC DESIGN OR DIMENSIONAL STANDARDS TO ACCESSORY DWELLING UNITS THAT ARE FACTORY-BUILT RESIDENTIAL STRUCTURES, AS DEFINED IN SECTION 24-32-3302 (10), THAN OTHER ACCESSORY DWELLING UNITS.

(19) (a) "SHORT-TERM RENTAL" MEANS THE RENTAL OF A LODGING UNIT FOR LESS THAN THIRTY DAYS. AS USED IN THIS SUBSECTION (19), "LODGING UNIT" MEANS ANY PROPERTY OR PORTION OF A PROPERTY THAT IS AVAILABLE FOR LODGING; EXCEPT THAT THE TERM EXCLUDES A HOTEL OR MOTEL UNIT.

(b) NOTWITHSTANDING SUBSECTION (19)(a) OF THIS SECTION, A LOCAL GOVERNMENT MAY APPLY ITS OWN DEFINITION OF "SHORT-TERM RENTAL" FOR PURPOSES OF THIS PART 1.

(20) "SINGLE-UNIT DETACHED DWELLING" MEANS A DETACHED BUILDING WITH A SINGLE DWELLING UNIT ON A SINGLE LOT.

(21) "SUBJECT JURISDICTION" MEANS EITHER:

(a) A MUNICIPALITY THAT BOTH HAS A POPULATION OF ONE THOUSAND OR MORE, AS REPORTED BY THE STATE DEMOGRAPHY OFFICE,

AND IS WITHIN A METROPOLITAN PLANNING ORGANIZATION; OR

(b) THE PORTION OF A COUNTY THAT IS BOTH WITHIN A CENSUS DESIGNATED PLACE WITH A POPULATION OF FORTY THOUSAND OR MORE, AS REPORTED IN THE MOST RECENT DECENNIAL CENSUS, AND WITHIN A METROPOLITAN PLANNING ORGANIZATION.

(22) "TANDEM PARKING SPACE" MEANS A PARKING SPACE THAT IS LOCATED EITHER IN FRONT OF OR BEHIND ONE OR MORE OTHER PARKING SPACES THAT SHARE THE SAME POINT OF ACCESS.

(23) "UNIVERSAL DESIGN" MEANS ANY DWELLING UNIT DESIGNED AND CONSTRUCTED TO BE SAFE AND ACCESSIBLE FOR ANY INDIVIDUAL REGARDLESS OF AGE OR ABILITIES.

(24) "VISITABLE UNIT" MEANS A DWELLING UNIT THAT A PERSON WITH A DISABILITY CAN ENTER, MOVE AROUND THE PRIMARY ENTRANCE FLOOR OF, AND USE THE BATHROOM IN.

29-35-103. Accessory dwelling unit requirements for a subject jurisdiction. (1) ON OR AFTER JUNE 30, 2025, A SUBJECT JURISDICTION SHALL ALLOW, SUBJECT TO AN ADMINISTRATIVE APPROVAL PROCESS, ONE ACCESSORY DWELLING UNIT AS AN ACCESSORY USE TO A SINGLE-UNIT DETACHED DWELLING IN ANY PART OF THE SUBJECT JURISDICTION WHERE THE JURISDICTION ALLOWS SINGLE-UNIT DETACHED DWELLINGS.

(2) ON OR AFTER JUNE 30, 2025, A SUBJECT JURISDICTION SHALL NOT:

(a) REQUIRE THE CONSTRUCTION OF A NEW OFF-STREET PARKING SPACE IN CONNECTION WITH THE CONSTRUCTION OR CONVERSION OF AN ACCESSORY DWELLING UNIT, EXCEPT AS DESCRIBED IN SUBSECTIONS (3)(a) AND (3)(b) OF THIS SECTION;

(b) REQUIRE AN ACCESSORY DWELLING UNIT, OR ANY OTHER DWELLING ON THE SAME LOT AS AN ACCESSORY DWELLING UNIT, TO BE OWNER-OCCUPIED; EXCEPT THAT A SUBJECT JURISDICTION MAY REQUIRE A PROPERTY OWNER TO DEMONSTRATE THAT THE PROPERTY OWNER RESIDES ON THE PARCEL WHEN AN APPLICATION IS SUBMITTED:

(I) TO CONSTRUCT OR CONVERT AN ACCESSORY DWELLING UNIT. THIS EXCEPTION DOES NOT APPLY FOR AN ACCESSORY DWELLING UNIT THAT IS BEING CONSTRUCTED SIMULTANEOUSLY WITH A NEW PRIMARY DWELLING UNIT.

(II) FOR A LICENSE OR PERMIT FOR A SHORT-TERM RENTAL ON THE PARCEL THROUGH A LOCAL LAW OR PROGRAM.

(c) APPLY A RESTRICTIVE DESIGN OR DIMENSION STANDARD TO AN ACCESSORY DWELLING UNIT.

(3) NOTHING IN THIS SECTION PREVENTS A SUBJECT JURISDICTION OR OTHER LOCAL GOVERNMENT FROM:

(a) REQUIRING THE DESIGNATION OF AN OFF-STREET PARKING SPACE IN CONNECTION WITH AN ACCESSORY DWELLING UNIT, SO LONG AS THERE IS AN EXISTING DRIVEWAY, GARAGE, TANDEM PARKING SPACE, OR OTHER OFF-STREET PARKING SPACE AVAILABLE FOR SUCH A DESIGNATION AT THE TIME OF THE CONSTRUCTION OR CONVERSION OF THE ACCESSORY DWELLING UNIT;

(b) REQUIRING, IN CONNECTION WITH THE CONSTRUCTION OR CONVERSION OF AN ACCESSORY DWELLING UNIT, ONE NEW PARKING SPACE ON A PARCEL THAT:

(I) DOES NOT HAVE AN EXISTING OFF-STREET PARKING SPACE, INCLUDING A DRIVEWAY, GARAGE, OR TANDEM PARKING SPACE, THAT COULD BE USED FOR AN ACCESSORY DWELLING UNIT;

(II) IS IN A ZONING DISTRICT THAT, AS OF JANUARY 1, 2024, REQUIRES ONE OR MORE PARKING SPACES FOR THE PRIMARY DWELLING UNIT; AND

(III) IS LOCATED ON A BLOCK WHERE ON-STREET PARKING IS PROHIBITED FOR ANY REASON INCLUDING ENSURING ACCESS FOR EMERGENCY SERVICES;

(c) ALLOWING THE CONSTRUCTION OR CONVERSION OF AN ACCESSORY DWELLING UNIT THAT IS SMALLER THAN FIVE HUNDRED SQUARE FEET OR GREATER THAN EIGHT HUNDRED SQUARE FEET, OR RESTRICTING THE

SIZE OF AN ACCESSORY DWELLING UNIT SO THAT IT IS NO LARGER THAN THE SIZE OF THE PRINCIPAL DWELLING UNIT ON THE SAME LOT AS THE ACCESSORY DWELLING UNIT;

(d) ALLOWING THE CONSTRUCTION OR CONVERSION OF MULTIPLE ACCESSORY DWELLING UNITS ON THE SAME LOT;

(e) APPLYING A DESIGN OR DIMENSION STANDARD TO AN ACCESSORY DWELLING UNIT THAT IS NOT A RESTRICTIVE DESIGN OR DIMENSION STANDARD;

(f) ADOPTING OR ENFORCING A GENERALLY APPLICABLE REQUIREMENT FOR:

(I) THE PAYMENT OF AN IMPACT FEE OR OTHER SIMILAR DEVELOPMENT CHARGE, PURSUANT TO SECTION 29-20-104.5; OR

(II) THE MITIGATION OF IMPACTS IN CONFORMANCE WITH THE REQUIREMENTS OF PART 2 OF ARTICLE 20 OF THIS TITLE 29;

(g) ENACTING OR APPLYING A LOCAL LAW CONCERNING THE SHORT-TERM RENTAL OF AN ACCESSORY DWELLING UNIT OR ANY OTHER DWELLING ON THE SAME LOT AS AN ACCESSORY DWELLING UNIT;

(h) APPLYING THE DESIGN STANDARDS AND PROCEDURES OF A HISTORIC DISTRICT TO A LOT ON WHICH AN ACCESSORY DWELLING UNIT IS ALLOWED IN THAT HISTORIC DISTRICT, INCLUDING A STANDARD OR PROCEDURE RELATED TO DEMOLITION;

(i) APPLYING AND ENFORCING A LOCALLY ADOPTED LIFE SAFETY CODE, INCLUDING BUT NOT LIMITED TO, A BUILDING, FIRE, UTILITY, OR STORMWATER CODE;

(j) ALLOWING THE CONSTRUCTION OF, OR ISSUING A PERMIT FOR THE CONSTRUCTION OF, A SINGLE-UNIT DETACHED DWELLING IN AN AREA ZONED FOR SINGLE-UNIT DETACHED DWELLINGS;

(k) ENCOURAGING THE CONSTRUCTION OF ACCESSORY DWELLING UNITS THAT ARE, THROUGH THE APPLICATION OF LOCAL LAWS OR PROGRAMS INCLUDING THROUGH DEED RESTRICTIONS, MADE AFFORDABLE TO

HOUSEHOLDS UNDER CERTAIN INCOME LIMITS OR USED PRIMARILY TO HOUSE THE LOCAL WORKFORCE PURSUANT TO A LOCAL, REGIONAL, OR STATE AFFORDABLE HOUSING PROGRAM;

(l) DEFINING ACCESSORY DWELLING UNIT IN LOCAL LAW AS INCLUDING OR EXCLUDING OTHER DWELLING UNIT TYPES SUCH AS A "MOTOR HOME", AS DEFINED IN SECTION 42-1-102 (57), A "MULTIPURPOSE TRAILER", AS DEFINED IN SECTION 42-1-102 (60.3), AND A "RECREATIONAL VEHICLE", AS DEFINED IN SECTION 24-32-902 (9); OR

(m) REQUIRING A STATEMENT BY A WATER OR WASTEWATER SERVICE PROVIDER REGARDING ITS CAPACITY TO SERVICE THE PROPERTY AS A CONDITION OF PERMITTING AN ACCESSORY DWELLING UNIT.

(4) THIS SECTION ONLY APPLIES TO A PARCEL IN A SUBJECT JURISDICTION THAT IS NOT AN EXEMPT PARCEL.

29-35-104. Accessory dwelling unit supportive jurisdiction report - certification of a jurisdiction as an accessory dwelling unit supportive jurisdiction. (1) (a) IN ORDER TO BE CERTIFIED AS AN ACCESSORY DWELLING UNIT SUPPORTIVE JURISDICTION BY THE DEPARTMENT, A LOCAL GOVERNMENT MUST SUBMIT TO THE DEPARTMENT, IN A FORM AND MANNER DETERMINED BY THE DEPARTMENT, A REPORT DEMONSTRATING EVIDENCE OF THE LOCAL GOVERNMENT:

(I) COMPLYING WITH SECTION 29-35-103 AS A SUBJECT JURISDICTION OR, IF THE LOCAL GOVERNMENT IS NOT A SUBJECT JURISDICTION, AS IF THE LOCAL GOVERNMENT WERE A SUBJECT JURISDICTION FOR PURPOSES OF SECTION 29-35-103; AND

(II) IMPLEMENTING ONE OR MORE OF THE FOLLOWING STRATEGIES:

(A) WAIVING, REDUCING, OR PROVIDING FINANCIAL ASSISTANCE FOR ACCESSORY DWELLING UNIT-RELATED FEES THAT ARE INCURRED BY LOW- AND MODERATE-INCOME HOUSEHOLDS;

(B) ENACTING LOCAL LAWS OR PROGRAMS THAT INCENTIVIZE THE AFFORDABILITY OF CERTAIN ACCESSORY DWELLING UNITS INCLUDING ACCESSORY DWELLING UNITS USED PRIMARILY TO HOUSE THE LOCAL WORKFORCE;

(C) PROVIDING PRE-APPROVED PLANS FOR THE CONSTRUCTION OF ACCESSORY DWELLING UNITS;

(D) IMPLEMENTING A PROGRAM TO PROVIDE EDUCATION AND TECHNICAL ASSISTANCE TO HOMEOWNERS TO CONSTRUCT OR CONVERT AN ACCESSORY DWELLING UNIT;

(E) IMPLEMENTING A PROGRAM TO REGULATE THE USE OF ACCESSORY DWELLING UNITS FOR SHORT-TERM RENTALS;

(F) ENACTING LOCAL LAWS THAT INCENTIVIZE THE CONSTRUCTION AND CONVERSION OF ACCESSIBLE AND VISITABLE ACCESSORY DWELLING UNITS;

(G) ASSISTING PROPERTY OWNERS WITH ENSURING THAT PRE-EXISTING ACCESSORY DWELLING UNITS COMPLY WITH LOCAL LAWS;

(H) ENABLING A PATHWAY FOR THE SEPARATE SALE OF AN ACCESSORY DWELLING UNIT;

(I) ENACTING LOCAL LAWS THAT ENCOURAGE THE CONSTRUCTION OF ACCESSORY DWELLING UNITS THAT ARE FACTORY-BUILT RESIDENTIAL STRUCTURES, AS DEFINED IN SECTION 24-32-3302 (10); OR

(J) ANY OTHER STRATEGY THAT IS APPROVED BY THE DEPARTMENT AND THAT ENCOURAGES THE CONSTRUCTION, CONVERSION, OR USE OF ACCESSORY DWELLING UNITS.

(b) (I) ON OR BEFORE JUNE 30, 2025, A SUBJECT JURISDICTION SHALL SUBMIT THE REPORT DESCRIBED IN SUBSECTION (1)(a) OF THIS SECTION.

(II) NOTWITHSTANDING SUBSECTION (1)(b)(I) OF THIS SECTION, THE DEPARTMENT MAY ALLOW A SUBJECT JURISDICTION TO SUBMIT THE REPORT DESCRIBED IN SUBSECTION (1)(a) OF THIS SECTION NO MORE THAN SIX MONTHS AFTER THE DEADLINE DESCRIBED IN SUBSECTION (1)(b)(I) OF THIS SECTION IF THE SUBJECT JURISDICTION DEMONSTRATES, IN A FORM AND MANNER DETERMINED BY THE DEPARTMENT, THAT THE SUBJECT JURISDICTION HAS:

(A) INITIATED A PROCESS TO UPDATE ITS LOCAL LAWS AS NECESSARY

TO COMPLY WITH THE REQUIREMENTS OF THE REPORT DESCRIBED IN SUBSECTION (1)(a) OF THIS SECTION;

(B) A PLAN AND TIMELINE TO UPDATE ITS LOCAL LAWS AS NECESSARY TO COMPLY WITH THE REQUIREMENTS OF THE REPORT DESCRIBED IN SUBSECTION (1)(a) OF THIS SECTION; AND

(C) PROVIDED AN EXPLANATION FOR NOT BEING ABLE TO MEET THE DEADLINE DESCRIBED IN SUBSECTION (1)(b)(I) OF THIS SECTION.

(c) IF A LOCAL GOVERNMENT THAT IS NOT A SUBJECT JURISDICTION SUBMITS A REPORT PURSUANT TO SUBSECTION (1)(a) OF THIS SECTION, THAT LOCAL GOVERNMENT SHALL, AS PART OF THE REPORT, SUBMIT EVIDENCE OF COMPLYING WITH THE REQUIREMENTS FOR A SUBJECT JURISDICTION DESCRIBED IN SECTION 29-35-103.

(2) (a) WITHIN NINETY DAYS OF RECEIVING A LOCAL GOVERNMENT'S REPORT SUBMITTED PURSUANT TO SUBSECTION (1)(a) OF THIS SECTION, THE DEPARTMENT SHALL REVIEW THE REPORT, EITHER APPROVE OR REJECT THE REPORT, AND PROVIDE FEEDBACK TO THE LOCAL GOVERNMENT ON THE REPORT.

(b) IF THE DEPARTMENT APPROVES A LOCAL GOVERNMENT'S REPORT SUBMITTED PURSUANT TO SUBSECTION (1)(a) OF THIS SECTION, THE DEPARTMENT SHALL ISSUE TO THAT LOCAL GOVERNMENT A CERTIFICATE INDICATING THAT THE LOCAL GOVERNMENT QUALIFIES AS AN ACCESSORY DWELLING UNIT SUPPORTIVE JURISDICTION. THE DEPARTMENT MAY REVOKE SUCH A CERTIFICATE IF A LOCAL GOVERNMENT DOES NOT SATISFY THE REQUIREMENTS OF SUBSECTION (1)(a) OF THIS SECTION.

(c) IF THE DEPARTMENT REJECTS A LOCAL GOVERNMENT'S REPORT SUBMITTED PURSUANT TO SUBSECTION (1)(a) OF THIS SECTION, THE DEPARTMENT MAY GRANT THE LOCAL GOVERNMENT AN ADDITIONAL ONE HUNDRED TWENTY DAYS TO CORRECT ANY DEFICIENCIES IDENTIFIED IN THE REPORT AND RESUBMIT AN AMENDED REPORT. WITHIN NINETY DAYS OF RECEIVING AN AMENDED REPORT, THE DEPARTMENT SHALL REVIEW THE AMENDED REPORT, EITHER APPROVE OR REJECT THE AMENDED REPORT, AND PROVIDE FEEDBACK ON THE AMENDED REPORT.

(3) THE DEPARTMENT, IN CONSULTATION WITH THE DEPARTMENT OF

TRANSPORTATION, THE COLORADO ENERGY OFFICE, AND THE COLORADO OFFICE OF ECONOMIC DEVELOPMENT, MAY DEVELOP POLICIES AND PROCEDURES AS NECESSARY TO IMPLEMENT THIS SECTION.

29-35-105. Accessory dwelling unit fee reduction and encouragement grant program - created - application - criteria - awards - fund - reporting requirements - rules - definitions - repeal. (1) THE ACCESSORY DWELLING UNIT FEE REDUCTION AND ENCOURAGEMENT GRANT PROGRAM IS CREATED IN THE DEPARTMENT TO PROVIDE GRANTS TO ACCESSORY DWELLING UNIT SUPPORTIVE JURISDICTIONS FOR ACTIVITIES THAT PROMOTE THE CONSTRUCTION OF ACCESSORY DWELLING UNITS, INCLUDING BUT NOT LIMITED TO, OFFSETTING COSTS INCURRED IN CONNECTION WITH DEVELOPING PRE-APPROVED ACCESSORY DWELLING UNIT PLANS, PROVIDING TECHNICAL ASSISTANCE TO PERSONS CONVERTING OR CONSTRUCTING ACCESSORY DWELLING UNITS, OR WAIVING, REDUCING, OR PROVIDING FINANCIAL ASSISTANCE FOR ACCESSORY DWELLING UNIT ASSOCIATED FEES AND OTHER REQUIRED COSTS.

(2) GRANT RECIPIENTS MAY USE THE MONEY RECEIVED THROUGH THE GRANT PROGRAM TO OFFSET BOTH ELIGIBLE COSTS AND THE COST OF WAIVING, REDUCING, OR PROVIDING FINANCIAL ASSISTANCE FOR REASONABLE AND NECESSARY ACCESSORY DWELLING UNIT FEES AND OTHER REQUIRED COSTS FOR:

(a) LOW- AND MODERATE-INCOME HOUSEHOLDS;

(b) AFFORDABLE ACCESSORY DWELLING UNITS;

(c) ACCESSIBLE OR VISITABLE ACCESSORY DWELLING UNITS;

(d) ACCESSORY DWELLING UNITS USED AS LONG-TERM RENTALS FOR MEMBERS OF THE LOCAL WORKFORCE; OR

(e) ACCESSORY DWELLING UNITS USED TO SUPPORT OTHER DEMONSTRATED HOUSING NEEDS IN THE COMMUNITY.

(3) THE DEPARTMENT SHALL ADMINISTER THE GRANT PROGRAM AND, SUBJECT TO AVAILABLE APPROPRIATIONS, PROVIDE TECHNICAL ASSISTANCE, DEVELOP A TOOLKIT TO SUPPORT LOCAL GOVERNMENTS IN ENCOURAGING ACCESSORY DWELLING UNIT CONSTRUCTION, RECEIVE GRANT APPLICATIONS

AND AWARD GRANTS AS PROVIDED IN THIS SECTION.

(4) TO RECEIVE A GRANT, AN ACCESSORY DWELLING UNIT SUPPORTIVE JURISDICTION MUST SUBMIT AN APPLICATION TO THE DEPARTMENT IN ACCORDANCE WITH THE POLICIES AND PROCEDURES DEVELOPED BY THE DEPARTMENT PURSUANT TO SUBSECTION (9) OF THIS SECTION. AT A MINIMUM, THE APPLICATION MUST INCLUDE THE FOLLOWING:

(a) A COPY OF THE CERTIFICATE ISSUED BY THE DEPARTMENT PURSUANT TO SECTION 29-35-104 CERTIFYING THAT THE LOCAL GOVERNMENT IS AN ACCESSORY DWELLING UNIT SUPPORTIVE JURISDICTION;

(b) THE NUMBER OF ACCESSORY DWELLING UNITS THAT THE LOCAL GOVERNMENT HAS PERMITTED AND WHEN THE LOCAL GOVERNMENT PERMITTED THOSE ACCESSORY DWELLING UNITS;

(c) THE TYPE AND COSTS OF FEES AND OTHER ELIGIBLE COSTS THAT THE LOCAL GOVERNMENT IS PROPOSING TO USE A GRANT AWARD TO PAY FOR;

(d) THE NUMBER OF ACCESSORY DWELLING UNITS THAT THE LOCAL GOVERNMENT EXPECTS TO SUPPORT WITH A GRANT AWARD AND THE PERIOD FOR WHICH THE LOCAL GOVERNMENT INTENDS TO SUPPORT THOSE ACCESSORY DWELLING UNITS; AND

(e) INFORMATION ABOUT THE TYPES OF HOUSEHOLDS AND ACCESSORY DWELLING UNITS THAT THE LOCAL GOVERNMENT INTENDS TO SUPPORT WITH A GRANT AWARD, SUCH AS WHETHER THE LOCAL GOVERNMENT INTENDS TO SUPPORT LOW- AND MODERATE-INCOME HOUSEHOLDS, AFFORDABLE ACCESSORY DWELLING UNITS, ACCESSIBLE OR VISITABLE ACCESSORY DWELLING UNITS, ACCESSORY DWELLING UNITS FOR HOUSING THE LOCAL WORKFORCE, OR ACCESSORY DWELLING UNITS SUPPORTING OTHER DEMONSTRATED HOUSING NEEDS IN THE COMMUNITY.

(5) THE DEPARTMENT SHALL REVIEW THE APPLICATIONS RECEIVED PURSUANT TO SUBSECTION (4) OF THIS SECTION. IN AWARDING GRANTS, THE DEPARTMENT SHALL GIVE PRIORITY TO LOCAL GOVERNMENTS THAT:

(a) IMPOSE ACCESSORY DWELLING UNIT FEES AND COSTS THAT ARE REASONABLE AND NECESSARY;

(b) HAVE DEMONSTRATED A SIGNIFICANT COMMITMENT TO FURTHER CONSTRUCTION AND CONVERSION OF ACCESSORY DWELLING UNITS THROUGH THE ADOPTION OF STRATEGIES DESCRIBED IN SECTION 29-35-104 (1)(a)(II); AND

(c) PROVIDE OFFSETS FOR, OR WAIVE A GREATER NUMBER OF ACCESSORY DWELLING UNIT FEES FOR:

(I) LOW- AND MODERATE-INCOME HOUSEHOLDS; OR

(II) ACCESSORY DWELLING UNITS THAT ARE RENTED TO LOW- AND MODERATE-INCOME HOUSEHOLDS.

(6) IN AWARDING A GRANT, THE DEPARTMENT SHALL AWARD A LOCAL GOVERNMENT AN AMOUNT EQUAL TO NO MORE THAN FIFTEEN THOUSAND DOLLARS PER ACCESSORY DWELLING UNIT PERMITTED BY THE LOCAL GOVERNMENT, TO BE REIMBURSED BASED ON THE NUMBER OF PERMITTED ACCESSORY DWELLING UNITS.

(7) (a) THE ACCESSORY DWELLING UNIT FEE REDUCTION AND ENCOURAGEMENT GRANT PROGRAM FUND IS CREATED IN THE STATE TREASURY. THE FUND CONSISTS OF ANY MONEY THAT THE GENERAL ASSEMBLY MAY TRANSFER OR APPROPRIATE TO THE FUND AND GIFTS, GRANTS, OR DONATIONS CREDITED TO THE FUND. THE STATE TREASURER SHALL CREDIT ALL INTEREST AND INCOME DERIVED FROM THE DEPOSIT AND INVESTMENT OF MONEY IN THE FUND TO THE FUND.

(b) SUBJECT TO ANNUAL APPROPRIATION BY THE GENERAL ASSEMBLY, THE DEPARTMENT MAY EXPEND MONEY FROM THE FUND FOR THE PURPOSE OF IMPLEMENTING AND ADMINISTERING THE GRANT PROGRAM.

(c) ON OR BEFORE JUNE 30, 2024, THE STATE TREASURER SHALL TRANSFER FIVE MILLION DOLLARS FROM THE GENERAL FUND TO THE FUND.

(8) IN ACCORDANCE WITH THE POLICIES AND PROCEDURES DEVELOPED BY THE DEPARTMENT PURSUANT TO SUBSECTION (9) OF THIS SECTION, EACH LOCAL GOVERNMENT THAT RECEIVES A GRANT THROUGH THE GRANT PROGRAM SHALL SUBMIT A REPORT TO THE DEPARTMENT. AT A MINIMUM, THE REPORT MUST INCLUDE THE FOLLOWING INFORMATION:

(a) THE NUMBER OF ACCESSORY DWELLING UNITS WITH ACCESSORY DWELLING UNIT FEES OR COSTS THAT LOCAL GOVERNMENTS WAIVED, REDUCED, OR PROVIDED FINANCIAL ASSISTANCE FOR IN THE PAST YEAR;

(b) THE TOTAL AMOUNT OF ELIGIBLE COSTS THAT LOCAL GOVERNMENTS INCURRED AND WERE REIMBURSED FOR THROUGH THE GRANT PROGRAM IN THE PAST YEAR IN CONNECTION WITH THE GRANT PROGRAM;

(c) THE NUMBER OF THE ACCESSORY DWELLING UNITS DESCRIBED IN SUBSECTION (8)(a) OF THIS SECTION THAT WERE BUILT IN THE PAST YEAR THAT WERE BUILT BY LOW- AND MODERATE-INCOME HOUSEHOLDS, THAT ARE AFFORDABLE ACCESSORY DWELLING UNITS, AND THAT ARE VISITABLE OR ACCESSIBLE ACCESSORY DWELLING UNITS;

(d) THE NUMBER OF ACCESSORY DWELLING UNITS THAT ARE FACTORY-BUILT RESIDENTIAL STRUCTURES, AS DEFINED IN SECTION 24-32-3302 (10); AND

(e) THE NUMBER OF ACCESSORY DWELLING UNIT PERMITS AWARDED, DENIED, OR IN PROGRESS IN THE LOCAL GOVERNMENT'S JURISDICTION.

(9) THE DEPARTMENT SHALL IMPLEMENT THE GRANT PROGRAM IN ACCORDANCE WITH THIS SECTION. THE DEPARTMENT SHALL DEVELOP, IN CONSULTATION WITH THE DEPARTMENT OF TRANSPORTATION, THE COLORADO ENERGY OFFICE, AND THE COLORADO OFFICE OF ECONOMIC DEVELOPMENT, POLICIES AND PROCEDURES BOTH AS REQUIRED IN THIS SECTION AND AS MAY BE NECESSARY TO IMPLEMENT THE GRANT PROGRAM.

(10) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(a) "ACCESSORY DWELLING UNIT FEE" MEANS A REASONABLE AND NECESSARY FEE COLLECTED OR REQUIRED BY A LOCAL GOVERNMENT IN CONNECTION WITH THE CONSTRUCTION OR CONVERSION OF AN ACCESSORY DWELLING UNIT. SUCH A FEE MAY INCLUDE IMPACT FEES.

(b) (I) "ELIGIBLE COSTS" MEANS COSTS INCURRED BY A LOCAL GOVERNMENT AND DETERMINED BY THE DEPARTMENT TO BE INCURRED IN CONNECTION WITH DEVELOPING PRE-APPROVED ACCESSORY DWELLING UNIT PLANS, PROVIDING TECHNICAL ASSISTANCE TO PERSONS CONVERTING OR

CONSTRUCTING ACCESSORY DWELLING UNITS, OR OTHER REASONABLE AND NECESSARY FEES LEVIED BY OR COSTS BORNE BY THE LOCAL GOVERNMENT FOR THE CONSTRUCTION OR CONVERSION OF AN ACCESSORY DWELLING UNIT.

(II) NOTWITHSTANDING SUBSECTION (10)(b)(I) OF THIS SECTION, IN ORDER FOR COSTS INCURRED BY A LOCAL GOVERNMENT IN CONNECTION WITH DEVELOPING PRE-APPROVED ACCESSORY DWELLING UNIT PLANS TO QUALIFY AS ELIGIBLE COSTS, AT LEAST ONE SUCH PRE-APPROVED ACCESSORY DWELLING UNIT PLAN MUST BE FOR AN ACCESSIBLE OR VISITABLE ACCESSORY DWELLING UNIT.

(c) "FUND" MEANS THE ACCESSORY DWELLING UNIT FEE REDUCTION AND ENCOURAGEMENT GRANT PROGRAM FUND CREATED IN SUBSECTION (7) OF THIS SECTION.

(d) "GRANT PROGRAM" MEANS THE ACCESSORY DWELLING UNIT FEE REDUCTION AND ENCOURAGEMENT GRANT PROGRAM CREATED IN THIS SECTION.

(11) THIS SECTION IS REPEALED, EFFECTIVE DECEMBER 31, 2030.

SECTION 2. In Colorado Revised Statutes, 24-32-3305, **add** (3.3) as follows:

24-32-3305. Rules - advisory committee - enforcement. (3.3) THE DEPARTMENT SHALL CREATE FOR FACTORY-BUILT STRUCTURES, INCLUDING THOSE THAT WOULD BE CONSIDERED ACCESSORY DWELLING UNITS, MODEL PUBLIC SAFETY CODE REQUIREMENTS RELATED TO GEOGRAPHIC OR CLIMATIC CONDITIONS, SUCH AS WEIGHT RESTRICTIONS FOR ROOF SNOW LOADS, WIND SHEAR FACTORS, OR WILDFIRE RISK, FOR LOCAL GOVERNMENTS TO CONSIDER AND ADOPT PURSUANT TO SECTION 24-32-3318 (2)(a).

SECTION 3. In Colorado Revised Statutes, 24-46-104, **add** (1)(q) as follows:

24-46-104. Powers and duties of commission - repeal. (1) The commission has the following powers and duties:

(q) (I) TO EXPEND EIGHT MILLION DOLLARS TO CONTRACT WITH THE COLORADO HOUSING AND FINANCE AUTHORITY, CREATED IN PART 7 OF

ARTICLE 4 OF TITLE 29, FOR THE CREATION AND OPERATION OF ONE OR MORE OF THE FOLLOWING PROGRAMS TO BENEFIT LOW- TO MODERATE-INCOME RESIDENTS IN LOCAL GOVERNMENTS THAT HAVE BEEN CERTIFIED AS ACCESSORY DWELLING UNIT SUPPORTIVE JURISDICTIONS BY THE DEPARTMENT OF LOCAL AFFAIRS:

(A) AN ACCESSORY DWELLING UNIT CREDIT ENHANCEMENT PROGRAM THAT SUPPORTS LENDERS OFFERING AFFORDABLE LOANS TO ELIGIBLE LOW- AND MODERATE-INCOME BORROWERS FOR THE CONSTRUCTION OR CONVERSION OF ACCESSORY DWELLING UNITS;

(B) A PROGRAM THAT ALLOWS FOR THE BUYING DOWN OF INTEREST RATES ON LOANS MADE TO ELIGIBLE LOW- AND MODERATE-INCOME BORROWERS IN CONNECTION WITH THE CONSTRUCTION OR CONVERSION OF ACCESSORY DWELLING UNITS;

(C) A PROGRAM THAT OFFERS DOWN PAYMENT ASSISTANCE IN CONNECTION WITH ACCESSORY DWELLING UNITS, PRINCIPAL REDUCTION ON LOANS TO ELIGIBLE LOW- AND MODERATE-INCOME BORROWERS MADE IN CONNECTION WITH ACCESSORY DWELLING UNITS, OR BOTH; OR

(D) A PROGRAM IN WHICH THE COLORADO HOUSING AND FINANCE AUTHORITY OFFERS LOANS, REVOLVING LINES OF CREDIT, OR GRANTS TO ELIGIBLE NON-PROFITS, PUBLIC HOUSING AUTHORITIES, AND COMMUNITY DEVELOPMENT FINANCIAL INSTITUTIONS TO MAKE DIRECT LOANS OR GRANTS TO SUPPORT THE CONSTRUCTION OR CONVERSION OF ACCESSORY DWELLING UNITS FOR LOW- AND MODERATE-INCOME BORROWERS OR TENANTS.

(II) ANY CONTRACT MADE BY THE COMMISSION WITH THE COLORADO HOUSING AND FINANCE AUTHORITY PURSUANT TO THIS SUBSECTION (1)(q) MAY INCLUDE NORMAL AND CUSTOMARY FEES AND EXPENSES FOR ADMINISTRATING THE PROGRAMS DESCRIBED IN THIS SUBSECTION (1)(q).

SECTION 4. In Colorado Revised Statutes, 24-46-105, **add** (1)(c) as follows:

24-46-105. Colorado economic development fund - creation - report - repeal. (1) (c) (I) ON JULY 1, 2024, THE STATE TREASURER SHALL TRANSFER EIGHT MILLION DOLLARS FROM THE GENERAL FUND TO THE FUND.

THE COMMISSION SHALL USE THE FUNDS TRANSFERRED PURSUANT TO THIS SUBSECTION (1)(c)(I) TO CONTRACT WITH THE COLORADO HOUSING AND FINANCE AUTHORITY, CREATED IN PART 7 OF ARTICLE 4 OF TITLE 29, FOR THE PURPOSES DESCRIBED IN SECTION 24-46-104 (1)(q).

(II) THIS SUBSECTION (1)(c) IS REPEALED, EFFECTIVE JULY 1, 2025.

SECTION 5. In Colorado Revised Statutes, 24-67-105, **add** (5.3) as follows:

24-67-105. Standards and conditions for planned unit development - definitions. (5.3) (a) IN A SUBJECT JURISDICTION, ANY PLANNED UNIT DEVELOPMENT RESOLUTION OR ORDINANCE THAT IS ADOPTED OR APPROVED ON OR AFTER THE EFFECTIVE DATE OF THIS SUBSECTION (5.3), AND THAT ALLOWS THE CONSTRUCTION OF ONE OR MORE SINGLE-UNIT DETACHED DWELLINGS, MUST NOT RESTRICT THE CREATION OF AN ACCESSORY DWELLING UNIT AS AN ACCESSORY USE TO ANY SINGLE-UNIT DETACHED DWELLING MORE THAN THE LOCAL LAW THAT APPLIES TO ACCESSORY DWELLING UNIT DEVELOPMENT OUTSIDE OF A PLANNED UNIT DEVELOPMENT OR IN ANY WAY THAT IS PROHIBITED BY SECTION 29-35-103.

(b) IN A SUBJECT JURISDICTION, ANY PLANNED UNIT DEVELOPMENT RESOLUTION OR ORDINANCE THAT WAS ADOPTED OR APPROVED BEFORE THE EFFECTIVE DATE OF THIS SUBSECTION (5.3), THAT ALLOWS THE CONSTRUCTION OF ONE OR MORE SINGLE-UNIT DETACHED DWELLINGS, AND THAT RESTRICTS THE CONSTRUCTION OF AN ACCESSORY DWELLING UNIT AS AN ACCESSORY USE TO ANY SINGLE-UNIT DETACHED DWELLING MORE THAN THE LOCAL LAW THAT APPLIES TO ACCESSORY DWELLING UNIT DEVELOPMENT OUTSIDE OF A PLANNED UNIT DEVELOPMENT:

(I) SHALL NOT BE INTERPRETED OR ENFORCED TO RESTRICT THE CREATION OF AN ACCESSORY DWELLING UNIT AS AN ACCESSORY USE TO ANY SINGLE-UNIT DETACHED DWELLING UNIT IN ANY WAY THAT IS PROHIBITED BY SECTION 29-35-103; AND

(II) MAY BE SUPERSEDED BY THE ADOPTION OF A LOCAL LAW PURSUANT TO SECTION 29-35-103.

(c) NOTWITHSTANDING SUBSECTION (5.3)(b) OF THIS SECTION, A LOCAL GOVERNMENT MAY ADOPT CONFORMING AMENDMENTS TO ANY SUCH

PLANNED UNIT DEVELOPMENT.

(d) AS USED IN THIS SUBSECTION (5.3), UNLESS THE CONTEXT OTHERWISE REQUIRES:

(I) "ACCESSORY DWELLING UNIT" HAS THE SAME MEANING AS SET FORTH IN SECTION 29-35-102 (2).

(II) "LOCAL LAW" HAS THE SAME MEANING AS SET FORTH IN SECTION 29-35-102 (13).

(III) "SUBJECT JURISDICTION" HAS THE SAME MEANING AS SET FORTH IN SECTION 29-35-102 (21).

SECTION 6. In Colorado Revised Statutes, 38-33.3-106.5, **add** (4) as follows:

38-33.3-106.5. Prohibitions contrary to public policy - patriotic, political, or religious expression - public rights-of-way - fire prevention - renewable energy generation devices - affordable housing - drought prevention measures - child care - definitions. (4) (a) IN A SUBJECT JURISDICTION OR AN ACCESSORY DWELLING UNIT SUPPORTIVE JURISDICTION, NO PROVISION OF A DECLARATION, BYLAW, OR RULE OF AN ASSOCIATION THAT IS ADOPTED ON OR AFTER THE EFFECTIVE DATE OF THIS SUBSECTION (4) MAY RESTRICT THE CREATION OF AN ACCESSORY DWELLING UNIT AS AN ACCESSORY USE TO ANY SINGLE-UNIT DETACHED DWELLING IN ANY WAY THAT IS PROHIBITED BY SECTION 29-35-103, AND ANY PROVISION OF A DECLARATION, BYLAW, OR RULE THAT INCLUDES SUCH A RESTRICTION IS VOID AS A MATTER OF PUBLIC POLICY.

(b) IN A SUBJECT JURISDICTION OR AN ACCESSORY DWELLING UNIT SUPPORTIVE JURISDICTION, NO PROVISION OF A DECLARATION, BYLAW, OR RULE OF AN ASSOCIATION THAT IS ADOPTED BEFORE THE EFFECTIVE DATE OF THIS SUBSECTION (4) MAY RESTRICT THE CREATION OF AN ACCESSORY DWELLING UNIT AS AN ACCESSORY USE TO ANY SINGLE-UNIT DETACHED DWELLING IN ANY WAY THAT IS PROHIBITED BY SECTION 29-35-103, AND ANY PROVISION OF A DECLARATION, BYLAW, OR RULE THAT INCLUDES SUCH A RESTRICTION IS VOID AS A MATTER OF PUBLIC POLICY.

(c) SUBSECTIONS (4)(a) AND (4)(b) OF THIS SECTION DO NOT APPLY

TO REASONABLE RESTRICTIONS ON ACCESSORY DWELLING UNITS. AS USED IN THIS SUBSECTION (4)(c), "REASONABLE RESTRICTION" MEANS A SUBSTANTIVE CONDITION OR REQUIREMENT THAT DOES NOT UNREASONABLY INCREASE THE COST TO CONSTRUCT, EFFECTIVELY PROHIBIT THE CONSTRUCTION OF, OR EXTINGUISH THE ABILITY TO OTHERWISE CONSTRUCT, AN ACCESSORY DWELLING UNIT CONSISTENT WITH PART 1 OF ARTICLE 35 OF TITLE 29.

(d) AS USED IN THIS SUBSECTION (4), UNLESS THE CONTEXT OTHERWISE REQUIRES:

(I) "ACCESSORY DWELLING UNIT" HAS THE SAME MEANING AS SET FORTH IN SECTION 29-35-102 (2).

(II) "ACCESSORY DWELLING UNIT SUPPORTIVE JURISDICTION" HAS THE SAME MEANING AS SET FORTH IN SECTION 29-35-102 (3).

(III) "SUBJECT JURISDICTION" HAS THE SAME MEANING AS SET FORTH IN SECTION 29-35-102 (21).

SECTION 7. Appropriation. (1) For the 2024-25 state fiscal year, $537,246 is appropriated to the department of local affairs. This appropriation is from the accessory dwelling unit fee reduction and encouragement grant program fund created in section 29-35-105 (7)(a), C.R.S. To implement this act, the department may use this appropriation as follows:

(a) $467,246 for use by division of local government for accessory dwelling unit fee reduction and encouragement grant program related to local government services, which amount is based on an assumption that the division will require an additional 4.9 FTE; and

(b) $70,000 for the purchase of information technology services.

(2) For the 2024-25 state fiscal year, $70,000 is appropriated to the office of the governor for use by the office of information technology. This appropriation is from reappropriated funds received from the department of local affairs under subsection (1)(b) of this section. To implement this act, the office may use this appropriation to provide information technology services for the department of local affairs.

SECTION 8. Safety clause. The general assembly finds, determines, and declares that this act is necessary for the immediate preservation of the public peace, health, or safety or for appropriations for the support and maintenance of the departments of the state and state institutions.

Julie McCluskie
SPEAKER OF THE HOUSE
OF REPRESENTATIVES

Steve Fenberg
PRESIDENT OF
THE SENATE

Robin Jones
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES

Cindi L. Markwell
SECRETARY OF
THE SENATE

APPROVED Monday, May 13th, 2024 at 12:45 pm
(Date and Time)

Jared S. Polis
GOVERNOR OF THE STATE OF COLORADO

Version 1 published September 27, 2024

HB24-1152 Guidance

Concerning Increasing the Number of Accessory Dwelling Units

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Version 1 published September 27, 2024

Section 1: Background

The Legislative Declaration in HB24-1152 emphasizes that ADUs increase housing options for smaller households, lower income households, and the elderly wishing to age in their neighborhoods by allowing construction of these smaller and relatively affordable units in areas where utilities and infrastructure are already available. While many communities have adopted restrictions or prohibitions on ADUs, they offer an alternative to low-density, dispersed development, which reduces water use, greenhouse gas emissions, infrastructure costs, household transportation and energy expenses, and infrastructure maintenance costs. Because single-family detached home neighborhoods often occupy a large percentage of land in Colorado communities, allowing ADUs in those areas can serve as an important way to increase housing supply with minimal impacts on their neighborhoods, and can increase attainable and affordable housing options in high opportunity neighborhoods. After requiring that local governments reduce barriers to ADUs, California estimates that ADUs now make up to 20 percent of new housing constructed in that state.[1] Better aligning ADU regulations across many Colorado communities can help achieve economies of scale by reducing the variability of regulations between jurisdictions, thereby enabling more standardized and modular ADU designs, a more robust market of ADU developers, and associated cost reductions.

Section 2: Summary of the Law

In general, communities subject to the law must allow Accessory Dwelling Units by an Administrative Approval Process wherever they allow Single-Unit Detached Dwellings. The law contains some exceptions to its basic requirements, and addresses additional issues not covered in this summary. This section summarizes the key requirements of HB24-1152 but does not substitute for a close reading of the law itself.

This document explains how DOLA will determine local government compliance. It does not constitute legal advice, and local governments are encouraged to consult with their municipal or county attorney for that purpose.

The law's provisions take effect on June 30, 2025. All capitalized terms in this guidance are defined in the law.

Section 2.1: Applicability

Summarized from C.R.S. 29-35-102(21)

HB24-1152 is applicable to Subject Jurisdictions, which include:

- Colorado Home Rule or statutory cities and towns, Territorial Charter cities and towns, and consolidated cities and counties, that are within a Metropolitan

[1] Accessory Dwelling Units (ADUs) in California | Bipartisan Policy Center

Planning Organization and have a population of 1,000 or more as reported by the State Demography Office; and

- Those portions of Colorado counties, including Home Rule counties, that are within a Metropolitan Planning Organization and within a Census Designated Place with a population of 40,000 or more as reported in the most recent federal decennial Census.

A list of Subject Jurisdictions as of the publication of this guidance can be found at the end of this document.

Section 2:2: Key Terms Used in the Law

Summarized from C.R.S. 29-35-102

This section lists several key terms defined in the law. Please note that the law contains numerous additional definitions that may be important in specific contexts.

"Accessory Dwelling Unit" means an internal, attached, or detached dwelling unit that: (a) provides complete independent living facilities for one or more individuals; (b) is located on the same lot as a proposed or existing primary residence; and (c) includes facilities for living, sleeping, eating, cooking, and sanitation.

> ***NOTE**: Subject jurisdictions are not required to adopt this definition of an ADU, but the use of a different definition cannot result in more restrictions on ADUs than are permitted by the law. For example, subject jurisdictions' definitions must include internal, attached, and detached ADUs.*

"Administrative Approval Process" means a process in which: (i) a development proposal for a specified project is approved, approved with conditions, or denied by local government administrative staff based solely on its compliance with Objective Standards set forth in local laws; and (ii) does not require, and cannot be elevated to require, a public hearing, a recommendation, or a decision by an elected or appointed public body or a hearing officer.

"Exempt Parcel" means a parcel that is: (a) not served by a domestic water and sewage treatment system, as defined in section 24-65.1-104 (5), or is served by a well with a permit that cannot supply an additional dwelling unit; (b) a historic property that is not within a historic district; or (c) in a floodway or in a one hundred year floodplain, as identified by the federal emergency management agency.

"Local Law" means any code, law, ordinance, policy, regulation, or rule enacted by a local government that governs the development and use of land, including land use codes, zoning codes, and subdivision codes.

"**Objective Standard**" means a standard that: (a) is a defined benchmark or criterion that allows for determinations of compliance to be consistently decided regardless of the decision maker; and (b) does not require a subjective determination concerning a development proposal, including but not limited to whether the application for the development proposal is: (i) consistent with master plans, or other development plans; (ii) compatible with the land use or development of the area surrounding the area described in the application; or (iii) consistent with public welfare, community character, or neighborhood character.

"**Restrictive Design or Dimension Standard**" means a standard in a Local Law that:

(a) requires an architectural style, building material, or landscaping that is more restrictive for an Accessory Dwelling Unit than for a Single-Unit Detached Dwelling in the same zoning district;

(b) does not allow for Accessory Dwelling Unit sizes between five hundred and seven hundred fifty square feet;

(c) requires side setbacks for an Accessory Dwelling Unit that are larger than the side setbacks required for a primary dwelling unit in the same zoning district;

(d) requires a rear setback for an Accessory Dwelling Unit that is larger than the greater of:

> (i) the rear setback required for other accessory building types in the same zoning district; or
>
> (ii) five feet;

(e) is a more restrictive minimum lot size standard for an Accessory Dwelling Unit than for a Single-Unit Detached Dwelling in the same zoning district; or

(f) applies more restrictive aesthetic design or dimensional standards to Accessory Dwelling Units that are factory-built residential structures, as defined in section 24-32-3302 (10), than other Accessory Dwelling Units.

"**Single-Unit Detached Dwelling**" means a detached building with a single dwelling unit on a single lot.

Section 2.3: What Does the Law Require Subject Jurisdictions to do?

Summarized from C.R.S. 29-35-103(1), (2), and (4)

Subject Jurisdictions must allow, with some exceptions: (a) the construction of one detached ADU between 500 and 750 square feet in size, or (b) the conversion of part of a Single-Unit Detached Dwelling to accommodate an ADU between 500 and 750 square feet in size, as an accessory use to a Single-Unit Detached Dwelling on any lot or parcel where a Single-Unit Detached Dwelling is allowed. This requirement does

not apply to Exempt Parcels (see definition above). It also does not apply to manufactured home parks where there are multiple homes on a lot.

Applications for ADUs must be reviewed through an Administrative Approval Process that does not include a public hearing. Approval or denial must be based on compliance with Objective Standards included in the land use code or other ADU regulations, which may not include Restrictive Design or Dimension Standards. These requirements apply to all lots that allow the construction of Single-Unit Detached Dwellings regardless of whether the lot or parcel is located in a standard base zoning district, overlay zoning district, or a Planned Unit Development, and regardless of whether restrictive declarations, bylaws, or rules of an HOA prevent ADUs.

Section 2.4: What Types of Local ADU Regulations are Still Allowed?

Summarized from C.R.S. 29-35-103(2) and (3)

Subject Jurisdictions may not restrict ADUs in some ways, but are still allowed to regulate ADUs in a number of other ways, as summarized in the table below. More detail on each listed topic is available in the text of the law and in the Guidance section below.

Subject Jurisdictions May:	Subject Jurisdictions May Not:
Regulate the Short-Term Rental of ADUs.	Require that the ADU or the primary Single-Unit Detached Dwelling on the lot remain owner-occupied, with limited exceptions. See the discussion on owner-occupancy restrictions below.
Require the designation of an existing parking space on the lot for the use of the ADU.	Require the construction of an additional parking space for the ADU, with limited exceptions. See the discussion on parking requirements below.
Require compliance with design and dimensional standards not included in the definition of a Restrictive Design or Dimension Standard.	Require compliance with architectural style, building material, or landscaping standards that are more restrictive than those that apply to the single-family home on the lot.
Limit the maximum size of an ADU to be no larger than the size of the Single-Unit Detached Dwelling on the lot.	Require a larger lot for the ADU than would otherwise apply for a Single-Unit Detached Dwelling on the lot.
Allow ADUs smaller than 500 square feet, or larger than 750 square feet.	Require larger side or rear setbacks than those stated in the law. See the discussion on setbacks below.

Allow the construction or conversion of more than one ADU per lot where a Single-Unit Detached Dwelling is allowed.	Apply more restrictive design or dimensional standards to modular ADUs than stick-built ADUs.
Define ADUs to include or exclude specific types of housing, such as motor homes, recreational vehicles, or multi-purpose trailers.	Define ADUs in such a way that excludes a type of ADU in the law's definition, such as internal or detached ADUs.
Apply historic district standards to ADUs located in historic districts.	
Require compliance with adopted fire, building, utility, or stormwater codes.	
Require proof of water supply or wastewater treatment capacity as a condition of ADU approval.	
Require the payment of generally applicable development impact fees.	
Require the mitigation of development impacts as permitted by the Colorado Regulatory Impairment of Property Rights Act, C.R.S. 29-20 Part 2.	
Use local programs to encourage the construction of ADUs, or the conversion of Single-Unit Detached Dwellings to include ADUs, with income restrictions to increase the supply of affordable housing.	

Section 3: Guidance

Subject Jurisdictions who are reviewing current zoning and land development regulations for alignment with the requirements of HB 24-1152 should focus on:

Section 3.1: The definition of an Accessory Dwelling Unit (ADU)

Summarized from C.R.S. 29-35-102(2)

While the law includes a definition of Accessory Dwelling Unit, it does not require that Subject Jurisdictions adopt that definition. It gives Subject Jurisdictions the right to exclude motor homes, recreational vehicles, and other specific types of housing from the definition, or to include them. However, the Subject Jurisdiction's definition

of ADU may not result in restricting or prohibiting ADUs that would be permitted under the law's definition of an ADU.

Section 3.2: The list(s) or table(s) of allowed uses in each zone district

Summarized from C.R.S. 29-35-103(1)

In general, ADUs should be listed (or included in a table) as an allowed or accessory use in every zoning district where Single-Unit Detached Dwellings are an allowed use (including PUDs). In zoning districts where Single-Unit Detached Dwellings are a conditional or special use, ADUs must be allowed as an accessory use to an existing Single-Unit Detached Dwelling. Instead of including this information in a table, Subject Jurisdictions may include language in their development codes clearly indicating that ADUs are allowed in conjunction with all Single-Unit Detached Dwellings in their jurisdiction. This applies regardless of whether Local Law uses a different zoning or regulatory term for a freestanding house on a single lot designed for occupancy by a single household.

> ***NOTE**: This guidance generally uses the term 'allowed' in conformance with the law, but Subject Jurisdictions may use 'permitted' or any other similar terms that clearly indicate an ADU may be constructed.*

Section 3.3: The procedures for approval of an ADU

Summarized from C.R.S. 29-35-102(5a), 29-35-102(17), and 103(1)

Zoning and land development regulations should be reviewed to ensure that applications for ADUs are subject only to an Administrative Approval Process using Objective Standards, and to remove any requirements for a public hearing before approving an ADU. If the Local Laws allow an administrative decision to be "elevated," "sent up," "referred," or "called up" to an appointed or elected body for review and decision after a public hearing, those provisions should be modified to exclude ADUs from potential public hearing requirements.

There is one exception: If the ADU is located in a locally designated historic district, and the Subject Jurisdiction has been designated by History Colorado as a Certified Local Government, the application can be subject to the public hearing requirements applicable to other historic district properties. The standards applied in this process must be locally adopted historic regulations or the Secretary of State's historic preservation standards.

Section 3.4: The standards, conditions, and criteria for approval of ADUs

Summarized from C.R.S. 29-35-102(17)

Standards and conditions applicable to ADUs will require careful review to meet the requirement of HB24-1152. They must be "Objective", which means standards using a defined benchmark or criterion that allows for decisions about compliance to be made consistently regardless of who makes the decision. These standards cannot require subjective determinations of whether the application is consistent with adopted plans (including comprehensive or development plans); compatible with the land use or development of the surrounding area; or consistent with public welfare, community character, or neighborhood character. Although not listed in HB24-1152, decision criteria such as "compatible", "harmonious", "attractive", "similar", and "contributing" are generally considered subjective standards.

The requirement for Objective Standards applies regardless of whether they appear as "use-specific standards" or "performance standards" applicable to the ADU use in particular, or as decision criteria that staff must use in determining whether to issue a specific type of permits or approvals.

Section 3.5: Parking regulations

Summarized from C.R.S. 29-35-103(2a), (3a), and (3b)

The law prohibits Local Laws from requiring that a new parking space be constructed or available for each ADU, but does provide two exceptions. First, the Subject Jurisdiction may require the designation of an existing parking space on the lot for the use of the ADU, if such a parking space already exists at the time the ADU is constructed or converted. Second, the Subject Jurisdiction may require the construction of a new off-street parking space if (a) the ADU is in a zoning district that, as of January 1, 2024, required one or more off-street parking spaces for a Single-Unit Detached Dwelling, and (b) there is no existing parking space on the lot (including a driveway, garage, or tandem parking space) that could be used for the ADU, and (c) the ADU is located on a block where the Subject Jurisdiction prohibits on street parking.

Section 3.6: ADU sizes and setbacks regulations

Summarized from C.R.S. 29-35-102(18b), 102(18c), 103(d), and 103(3c)

The law requires that new ADUs between 500 and 750 feet in size be allowed through an Administrative Approval Process, but gives Subject Jurisdictions the choice to also allow ADUs smaller than 500 feet or larger than 750 feet, or to require that ADUs be no larger than the Single-Unit Detached Dwelling on the lot.

In order to promote development of ADUs, it also limits the types of side and rear setbacks that can be required by Local Law. Minimum side setbacks may not be larger than those that apply to the Single-Unit Detached Dwelling on the lot. Minimum rear setbacks may not be larger than those that apply to other accessory building types in the same zone, or five feet, whichever is greater.

Section 3.7: Owner occupancy on lots with ADUs

Summarized from C.R.S 29-35-103(2b)

The law prohibits Local Laws from requiring that the Single-Unit Detached Dwelling on the lot, or the ADU, be occupied by the owner of the lot. Again, however, the law provides two exceptions. First, a Local Law can require evidence that the owner of the lot resides on the lot at the time an application for construction or conversion of an ADU is filed (but this exception does not apply if the ADU and new Single-Unit Detached Dwelling are being constructed at the same time). Second, a Local Law may require evidence that the owner of the lot resides on the lot at the time an application for a license or permit allowing short-term rental of the ADU is filed.

Section 3.8: Planned Unit Developments (PUDs)

Summarized from C.R.S. 24-67-105(5.3)

Two separate provisions of the law address its impact on Planned Unit Developments: The first applies to approved PUDs and the second to future PUDs.

The law applies to areas of approved Planned Unit Developments that allow the construction of Single-Unit Detached Dwellings to the same extent it applies to other properties in non-PUD developments that allow those types of dwellings. In areas where Single-Unit Detached Dwellings are allowed, ADUs must be allowed as an accessory use to a Single-Unit Detached Dwelling subject to an Administrative Approval Process subject to only Objective Standards.

The law also provides that future PUDs may not contain provisions that restrict the construction or conversion of ADUs in ways not permitted by the law.

Section 3.9: Homeowners' Associations (HOAs) and Restrictive Covenants

Summarized from C.R.S. 38-33.3-106.5(4)

Three provisions of the law address restrictive covenants that may apply to neighborhoods with Single-Unit Detached Dwellings.

In Subject Jurisdictions, HOA covenants adopted on or before June 30, 2025 may not be applied to restrict the creation of an ADU in any way that is prohibited by the law. Similarly, restrictive covenants created after June 30, 2025, may not contain

provisions that restrict the creation of an ADU in ways that are prohibited by the law. As a practical matter, these provisions mean that the courts of Colorado will not be available to enforce restrictive covenants that violate these requirements.

A third provision allows HOAs to continue to apply "Reasonable Restrictions" on ADUs. A Reasonable Restriction is defined as "a substantive condition or requirement that does not unreasonably increase the cost to construct, effectively prohibit the construction, or extinguish the ability to otherwise construct an ADU" pursuant to the law. Among other things, an HOA may apply standards and conditions to ADUs if those standards are also applied to the construction of other types of accessory buildings. They may apply standards and conditions to the creation of an ADU within an existing Single-Unit Detached Dwelling if they would apply the same standards and conditions to other internal modifications of the house.

> ***NOTE**: SB24-174, also passed by the General Assembly during its 2024 session, includes a similar provision for Common Interest Ownership Associations (i.e. condominium associations). After June 30, 2024, it prohibits them from adopting new regulations that prohibit or restrict the construction of ADUs if the zoning laws of the local jurisdiction would otherwise allow ADUs.*

Section 3.10: Reporting Requirement

Summarized from C.R.S. 29-35-104(1a) and 29-35-104(1b)

No later than June 30, 2025, every Subject Jurisdiction must file a report with DOLA demonstrating that the community has complied with the requirements of the law. The report must be submitted by June 30, 2025. However, DOLA may approve an extension of up to six months if the Subject Jurisdiction demonstrates that it has (a) initiated the process of compliance, (b) a timeline for completion of that process, and (c) explained the reason for not meeting the initial compliance deadline. DOLA will be issuing guidance regarding the form and manner in which these reports must be submitted at a later date.

Section 3.11: Becoming an ADU Supportive Jurisdiction

Summarized from C.R.S. 29-35-104(1a)),(2), and (3)

HB24-1152 also contains provisions allowing Colorado communities to seek designation as an ADU Supportive Jurisdiction, whether or not they are a Subject Jurisdiction required to comply with the law. In order to achieve this designation, Colorado communities must not only comply with the requirements of the law outlined above, but must also implement at least one of 10 listed strategies to promote the construction, conversion, or use of ADUs. While nine of those strategies are defined in

the law, the 10th is an option allowing for any additional strategy suggested by the community and approved by DOLA to achieve those goals. Guidance regarding the form and manner for submitting these requests will be issued by DOLA at a later date.

Implementation of at least one of those 10 strategies must also be documented in the report due by June 30, 2025. Designation as an ADU Supportive Jurisdiction is documented by a certificate issued by DOLA, which makes the Subject Jurisdiction eligible to apply for grants under a new Accessory Dwelling Unit Fee Reduction and Encouragement Grant Program. Grants awarded under that program may be used to offset eligible costs of waiving, reducing, or providing financial assistance for reasonable and necessary costs of promoting ADUs for specific populations with housing needs. The certification also makes residents of the jurisdiction eligible for financing programs for ADUs that will be developed by CHFA. Subject Jurisdictions are encouraged to take the additional step necessary to achieve this designation, as the state may in the future make additional resources and assistance available to ADU Supportive Jurisdictions.

Section 3.12: Demonstrating Compliance

The simplest method by which Subject Jurisdictions may comply with the requirements of HB24-1152 is by revising local zoning and land use regulations so that any revisions necessary to comply with the law are completed by June 30, 2025. If a Subject Jurisdiction is uncertain about their ability to revise their regulations prior to the compliance deadline, they are urged to contact DOLA as soon as possible.

Section 4: Examples

The following two examples are from zoning ordinances currently in use in Colorado, with ~~red strikeout text~~ used to show text that should be deleted and red underlined text that could be added to these definitions while remaining consistent with the new law. These examples are presented not as recommended approaches, but to illustrate the minimum changes necessary to meet the requirements of HB 24-1152.

Example 1

This Colorado community already lists ADUs as allowed uses in each zoning district where single-family detached homes are permitted, so relevant portions of the allowed/permitted use table are not shown.

Accessory Dwelling Units. In addition to the standards applicable to all accessory uses . . . the following additional standards apply to accessory dwellings:

1. *Accessory dwelling units may be permitted when associated with a detached house, multi-unit house, or attached houses . . .*[2]
2. *Accessory dwelling units may be located in a detached accessory building, attached to an existing building, or located within the principal building (such as an attic or basement). The total floor area of the accessory dwelling unit shall be limited to no more than the larger of:*
   a. *800 square feet, if in a detached building or attached to the principal building; or*
   b. *Equal to the building footprint if internal to the principal building.*
3. *Detached houses in the . . . districts may have multiple accessory dwelling units . . . provided:*
   a. *Only one unit may be in a detached building; and*
   b. *There shall be at least 2,000 square feet of lot area for each unit, including the principal dwelling unit.*

***NOTE**: While this lot-area-per ADU requirement would be inconsistent with HB24-1152 if applied to a single ADU on a lot, it is not inconsistent because it only applies to multiple ADUs on a lot, which the law does not regulate.*

4. *No additional parking space is required for an accessory dwelling unit. Where a parking space is provided, it shall be subject to all lot coverage and frontage design standards.*
5. *All buildings, including any detached accessory structure, shall meet the development and design standards for the lot in Chapter X.*
6. *The accessory dwelling unit shall ~~be compatible with the principal building, and whether within the principal building or in a detached structure in the following ways~~ comply with the following standards:*
   a. *The accessory dwelling unit shall be clearly subordinate to the principal dwelling through the location of access, building entrances, parking, and other design features that accommodate the accessory dwelling unit.*

***NOTE**: The requirement for ADUs to be subordinate to the primary structure is common to all types of accessory uses and structures. The additional text explaining how staff is to determine whether the ADU is subordinate provides more guidance on this basic requirement, and is not inconsistent with the law.*

   b. *Entrances and exterior stairs shall be located towards the interior of the lot or alley~~, and otherwise designed to minimize impacts on adjacent property~~.*

[2] Text unrelated to ADUs has been omitted.

c. *Attached accessory dwelling units shall be to the side or rear of the principal structure, or otherwise integrated into the principal dwelling structure.*

7. *Prior to occupancy of the accessory dwelling unit all building and occupancy permits shall be approved, and inspections conducted demonstrating compliance with applicable building and fire safety codes.*
   a. *Any newly constructed element shall meet current codes.*
   b. *Existing buildings or parts of the principal dwelling unit not impacted by construction of the accessory dwelling unit may be required to correct any property maintenance code violations based on compliance with codes applicable to those portions of the structure.*
8. *All impact fees applicable to new construction shall apply to the accessory dwellings.*
9. *Accessory dwelling units shall connect to water and sewer lines of the principal dwelling, subject to the requirements of the [utility authority].*

Example 2

Use Table	P = Permitted C = Conditional use										A = Accessory to primary use T = Temporary use																		
	Residential										Mixed-Use							Indust-rial			Special			Over-lay			
Zone District → Land Use ↓	A	R-E	R-19	R-16	R-2	R-4	R-5	R-Flex Low	R-Flex Med.	R-Flex High	MX-O	MX-N	MX-T	MX-M	MX-L	MX-I	FBZ	BP	LI	GI	APD	PF	PK	South	Central	North	Use-Specific Standards
RESIDENTIAL USES																											
Household Living																											
Dwelling, Single-family Detached	P	P	P	P	P	P	P	P	P		P	P	P	C	C				C					P			
Dwelling, Accessory, Detached	A	A	A	A	A	A	A	A	A	A	A	A	A	A	C	A	R		C					A			7.3.304E
Dwelling, Accessory, Integrated	A	~~C~~ A	~~C~~ A	~~C~~ A	A	A	A	A	A	A	A	A	A	A	A		R		C					A			7.3.304E

7.3.304E. Dwelling, Accessory

A single Accessory Dwelling Unit (ADU) is allowed on a lot that meets the dimensional requirements of Part 7.4.2 (Dimensional Standards) and complies

with the following standards as shown on an approved site plan. The ADU may be detached or integrated, pursuant to Part 7.3.2 (Allowed Use Tables).

1. General Standards

The following standards apply to detached and integrated ADUs.

a. Owner-Occupancy

(1) Requirement

In the R-E, R-1 9, and R-1 6 zone districts, except as otherwise provided in this Subsection 7.3.304E (Dwelling, Accessory), the City shall require evidence that ~~an ADU to be occupied~~, the principal dwelling on the site or the ADU ~~must be~~ is occupied by the owner of the lot in the following two situations:

1. When an application is submitted to construct a new ADU on a lot that already contains a single-family detached dwelling, or to convert part of an existing single-family detached dwelling into an ADU; and

2. When an application is submitted to approve a short-term rental use on the lot or parcel containing an ADU.

***NOTE**: HB24-1152 does not require that Local Laws include provisions allowing owner occupancy restrictions in these limited situations, but including these limited exceptions seems more consistent with the community's broader desire to require owner occupancy than removing owner occupancy requirements altogether.*

~~(2) Declaration of Restriction~~

~~The following restrictions apply to an ADU constructed in the R-E, R-1 9, and R-1 6 zone districts.~~

~~(a) Before a Building Permit may be issued for an ADU, the owner shall record with the El Paso County Clerk and Recorder a declaration of restrictions in a form prescribed by the Manager.~~

~~(b) The declaration of restrictions shall require the property owner to reside on the property in accordance with the definition of "owner occupied" in order to lease one of the two (2) units.~~

~~(c) The declaration of restrictions shall lapse upon removal of the ADU. Upon request of the owner and confirmation by the City that the accessory dwelling unit has been removed, the Mayor shall execute a recordable release of the declaration of restrictions and provide the release to the owner. The owner shall be responsible for recording the release and paying all costs of recordation.~~

~~(3) Zoning Enforcement Limitation~~

~~No zoning enforcement action pursuant to Part 7.5.9 (General Enforcement) may be brought against a tenant by the City for a failure of the owner to meet the owner-occupancy requirement.~~

~~b. Waiver of Owner Occupancy Requirement~~

~~(1) The Manager may waive the owner occupancy requirement for temporary absences of up to two (2) years, upon a determination that failure to waive the requirement would create an unreasonable hardship. The Manager may grant an additional one-(1) year extension to the original waiver upon the expiration of the original waiver.~~

~~(2) The Manager may determine failure to waive the occupancy requirement creates an unreasonable hardship if:~~

~~(a) Enforcement of the requirements would create a temporary economic hardship that could be resolvable within two (2) years;~~

~~(b) The property is listed and actively marketed for sale; or~~

~~(c) The occupancy requirement is unreasonable due to temporary relocation by the owner for employment (including temporary relocation for military service members) or medical treatment, death of the owner, divorce or legal separation of the owner and a non-owner spouse, or similar circumstances.~~

c. Restriction on Subdivision

In the R-E, R-1 9, R-1 6, MX-M, MX-L, and LI zone districts and ADU-O district, the ADU shall not be sold separately from the principal dwelling unit, nor shall the lot on which an ADU is situated be subdivided unless subdivision is permissible in accordance with all provisions of Part 7.4.3 (Subdivision Standards). The following restrictions apply:

(1) Before a Building Permit may be issued for an ADU, the owner shall record with the El Paso County Clerk and Recorder a declaration of restrictions in a form prescribed by the Manager.

(2) The declaration of restrictions shall prohibit the owner and the owner's heirs or assigns from selling the ADU separately from the principal dwelling unit. Such restriction shall be binding upon and run with the land.

(3) The declaration of restrictions shall lapse upon removal of the ADU. Upon request of the owner and confirmation by the City that the ADU has been removed, the Mayor shall execute a recordable release of the declaration of restrictions and provide

the release to the owner. The owner shall be responsible for recording the release and paying all costs of recordation.

d. Off-Street Parking

(1) If the following conditions apply to the lot or parcel on which the ADU is located, one off-street parking space shall be provided in addition to the minimum parking required for the principal structure.

(a) The lot or parcel does not have an existing off-street parking space, including a driveway, garage, or tandem parking space, that could be used for the ADU;

(b) The lot or parcel is in a zoning district that, as of January 1, 2024, requires one or more parking spaces for the primary dwelling unit; and

(c) The lot or parcel is located on a block where on-street parking is prohibited for any reason, including ensuring access for emergency services.

(2) When subsection d(1) does not apply, and the lot or parcel on which the ADU is located contains an existing driveway, garage, tandem parking space, or other off-street parking space, at the time of construction or conversion of the ADU, one such parking space shall be designated for the use of the ADU.

***NOTE**: Subsection d.2 is not required for compliance with HB24-1152, but since some of the off-street parking requirements currently required by the community would no longer be permitted, the community may want to take advantage of provisions in the law that allow it to require designation of an existing parking space for the use of the ADU.*

e. Access

All ADUs shall have a thirty-six (36) inch-wide clear access path from the front property line or from the property line where the principal dwelling unit gains its access. The clear access path may be gated. An ADU may share a clear access path with the principal dwelling unit.

f. Prohibited Units

A mobile home or recreational vehicle may not be used as an ADU.

g. Number of Units

No more than one (1) ADU shall be located on any lot.

h. Conflicts

If any provision of this Subsection 7.3.304E is found to be in conflict with any other provision of this UDC or Code, the provision that

establishes the higher or more restrictive standard shall apply, provided that the more restrictive standard does not prevent the construction or conversion of an ADU where it would be permitted by the Allowed Use Table and this Subsection 7.3.304E.

~~i. Covenants~~

~~The provisions of this Subsection 7.3.304E do not supersede private covenants regarding ADUs.~~

2. Standards for Detached ADUs

The following standards additionally apply to detached ADUs.

a. Maximum Floor Area

The habitable area of a detached ADU shall not be less than five hundred (500) square feet, and shall not exceed ~~fifty (50) percent of~~ the habitable area of the principal structure or one thousand, two hundred and fifty (1,250) square feet, whichever is less~~; except that where the habitable area of the principal structure is less than one thousand, five hundred (1,500) square feet, the maximum size of the accessory dwelling unit shall be seven hundred and fifty (750) square feet~~.

NOTE: Although HB24-1152 requires that local governments allow ADUs between 500 and 750 square feet by an Administrative Approval Process, local governments may extend the maximum size above 750 square feet at their option, so a maximum size of 1,250 square feet is not inconsistent with the law.

b. Maximum Height

The maximum height of a detached ADU, or other structure containing a detached ADU, is twenty-five (25) feet with a flat roof or roof pitch of less than 6:12 (measured to top of roof line), or twenty-eight (28) feet with a roof pitch of 6:12 or greater (measured to roof peak).

c. Setbacks

In the rear yard, the ADU shall be setback five (5) feet, or ~~ten (10) feet if the dwelling unit is located above the garage and the overhead door faces an alley~~ the minimum setback applicable to the other accessory buildings in the zoning district where the lot or parcel is located, whichever is greater. The ADU shall comply with the front-yard and side-yard setbacks of the zone district.

d. Prefabricated Homes

Prefabricated homes such as manufactured homes are allowed for use as an ADU if placed on a permanent foundation and connected to metered utility services.

***NOTE:** Although HB24-1152 prohibits applying more restrictive aesthetic design or dimensional standards to factory-built structures than to other types of ADUs, these standards are neither design nor dimensional standards, and therefore are not inconsistent with the law. In general, most communities require that all ADUs meet these standards regardless of how they are constructed.*

e. Conversion of Existing Detached Garages

The detached garage shall meet the minimum setbacks for an accessory dwelling unit as required in this Section.

f. Limitation in LI Zone District

In the LI zone district, a detached ADU may only be used for the occupancy of a caretaker, security guard, or other person charged with oversight or protection of the principal use on the site.

~~*g. Limitation in the R-2 Zone District*~~

~~*In the R-2 zone district, a detached ADU may only be permitted when developed with a single-family detached unit on a minimum five thousand (5,000) square foot lot.*~~

***NOTE:** We assume the purpose of this provision is to require a larger lot size for construction of an ADU than would otherwise be required for construction of a Single-Unit Detached Dwelling without an ADU, which the law prohibits.*

3. Standards for Integrated ADUs

The following standards additionally apply to integrated ADUs.

a. Limited to Single-Family Detached Dwellings

(1) Except in the LI zone district, an integrated ADU is only allowed within a detached single-family dwelling and is not permitted in any other structure, including attached single-family dwellings, two-family dwellings, multi-family dwellings, or commercial buildings.

~~*(2) In the MX-M and MX-L zone districts, an integrated ADU is only permitted within a single-family detached dwelling that existed as of the Effective Date.*~~

b. Maximum Floor Area

The gross floor area of an integrated ADU shall not exceed ~~fifty (50) percent of~~ the gross floor area of the principal structure.

c. Maximum Height and Setbacks

The integrated ADU shall comply with the maximum height and setback requirements of the zone district.

d. Design Standards

(1) In the R-E, R-1 9, and R-1 6 zone districts, an integrated ADU shall not involve design modifications to the exterior of the principal structure that indicate its presence from the front or corner side of the principal structure.

~~*(2) Building additions shall be architecturally compatible with the primary dwelling unit. Architectural compatibility shall be determined by reviewing the design, colors, and materials ADU as compared to the primary structure.*~~

~~*(3) External stairs are not allowed to provide access to a second-story accessory dwelling unit unless access into the ADU is from a second-story deck.*~~

e. ~~*Exterior Access*~~

~~*An integrated ADU may have a separate exterior access that faces the side or rear property line.*~~

***NOTE**: These provisions are inconsistent with HB24-1152 unless the community applies the same standards to other accessory structures and modifications or additions of stairs or access points to existing Single-Unit Detached Dwellings for purposes other than the creation of an ADU.*

Section 5: List of Subject Jurisdictions

These are the Subject Jurisdictions per the applicability criteria listed in C.R.S. 29-35-102(21) and described on Page 2 of this document.

1. Arvada
2. Aurora
3. Bennett
4. Berthoud
5. Boulder
6. Brighton
7. Broomfield
8. Castle Pines
9. Castle Rock
10. Centennial
11. Cherry Hills Village
12. Colorado Springs
13. Columbine Valley
14. Commerce City
15. Dacono
16. Denver
17. Eaton
18. Edgewater
19. Englewood
20. Erie
21. Evans
22. Federal Heights
23. Firestone
24. Fort Collins
25. Fort Lupton
26. Fountain
27. Frederick
28. Fruita
29. Glendale
30. Golden
31. Grand Junction
32. Greeley
33. Greenwood Village
34. Hudson
35. Johnstown
36. Kersey
37. Lafayette
38. Lakewood
39. La Salle
40. Littleton
41. Lochbuie
42. Lone Tree
43. Longmont
44. Louisville
45. Loveland
46. Lyons
47. Manitou Springs
48. Mead
49. Milliken
50. Monument
51. Nederland
52. Northglenn
53. Palisade
54. Palmer Lake
55. Parker
56. Platteville
57. Pueblo
58. Severance
59. Sheridan
60. Superior
61. Thornton
62. Timnath
63. Westminster
64. Wheat Ridge
65. Windsor
66. Woodland Park
67. Highlands Ranch

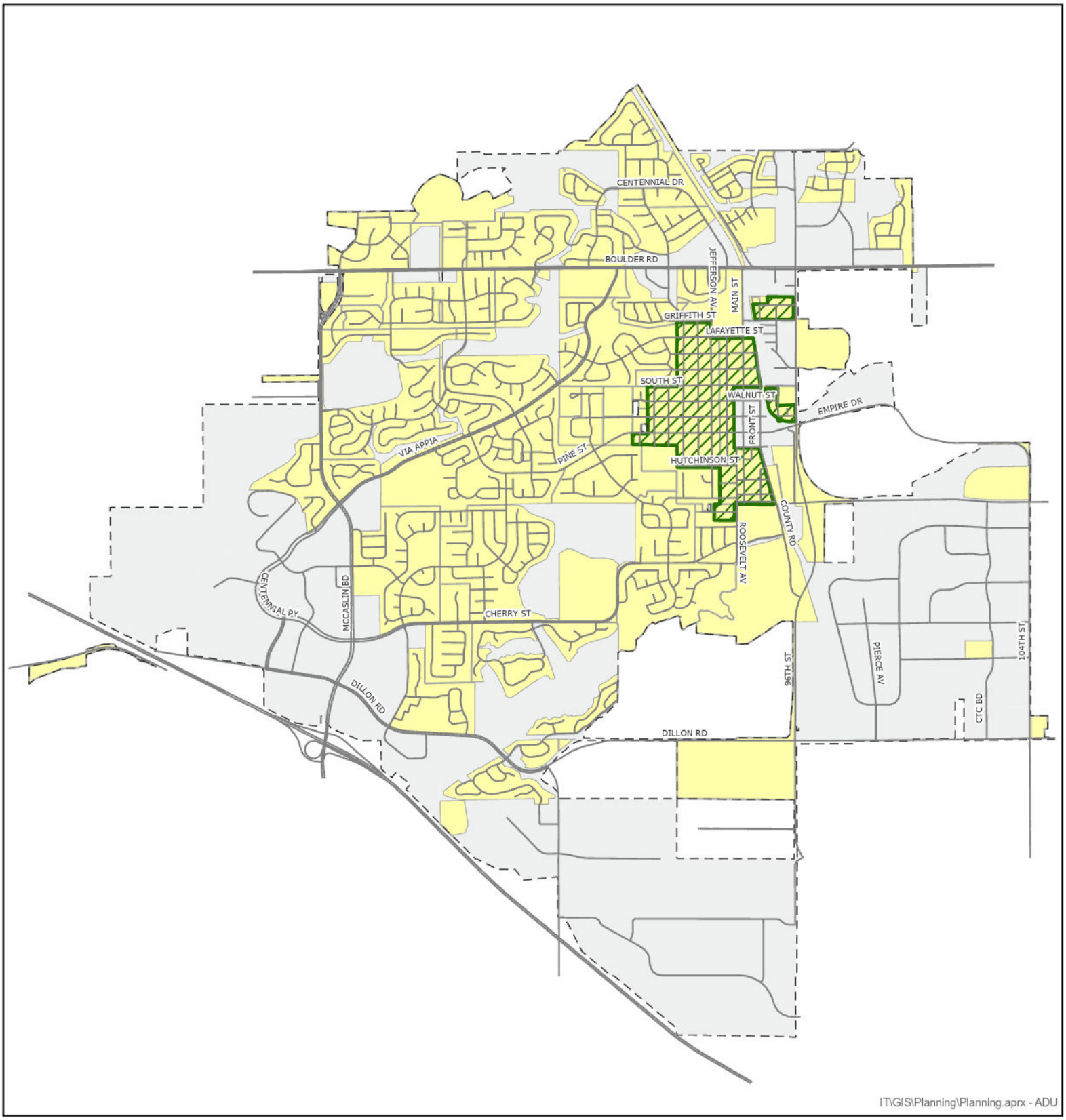
Summary of Peer Jurisdiction Current ADU Regulations – December 2024

City	Max. ADU Size	Detached ADU Max. Height	Setbacks for Detached ADUs	Parking	Other Notable Design/Development Standards
Arvada	• Detached: by lot size, from 600 SF for lots < 6,000 SF to 1,200 square feet for lots > 1 acre. • Attached: <50% of primary unit square footage.	• Attached: same as primary structure • Detached: 25'-30' in residential neighborhood zone districts • Detached: 1 story/15' in Old Town	Detached ADU, Old Town: 0' off alley rear, 5' otherwise for side and rear setbacks. Detached ADUs must be >10' behind front home along street setback, otherwise same as principal building	One dedicated off street parking space per ADU	• Old Town Standards: more restrictive size requirements for ADUs • Street facing entrance required for ADU, general privacy standards (e.g., windows, landscape screening) • Private open space for ADU required
Boulder	• Attached: 50% of primary unit square footage or 1,000 SF, whichever is less • Attached/Affordable or Designated Historic: 2/3 of primary unit square footage or 1,200 SF, whichever is less • Detached: 800 SF • Detached/Affordable or Designated Historic: 1,000 SF	• Detached: 20', ADUs with roof pitch >8:12 may be up to 25' • Existing structures converted to ADUs can maintain existing height even if it exceeds the standard.	Same as other types of accessory buildings.	• One dedicated off street parking space per ADU • Affordable or Designated Historic: 0 parking spaces required	• ADU entrances facing the street must be screened • Private open space for ADU required
Broomfield	50% of the primary unit square footage or 800 square feet, whichever is less (no distinction b/w detached/attached ADUs)	30' (same as primary building)	Same as other types of accessory buildings.	One dedicated off street parking space per ADU	Design standards to be compatible with existing primary unit structure.

Summary of Peer Jurisdiction Current ADU Regulations – December 2024					
City	**Max. ADU Size**	**Detached ADU Max. Height**	**Setbacks for Detached ADUs**	**Parking**	**Other Notable Design/Development Standards**
Erie	800 square feet	25' (same as other types of accessory buildings)	Same as other types of accessory buildings	• Not required for ADU if primary unit has on street parking abutting the lot. • One dedicated off street parking space required for ADU when there is no on street parking abutting the lot.	Design standards to be compatible with existing primary unit structure
Golden	• Detached ADU: Home > 1,000 sq. ft. = 50% of principal dwelling or 800 sq. ft., whichever is smaller; Home < 1,000 sq. ft. = 500 sq. ft. • Attached ADU: <50% of the primary unit SF.	Form based standards typically allow 1.5 stories/32' for the rear 1/3 of properties (same as for other types of accessory buildings)	Same as other types of accessory buildings.	One dedicated off street parking space per ADU.	Design standards to be compatible with existing primary unit structure.
Lafayette	750 SF for attached or detached ADUs	20' in Old Town, 16' elsewhere	• 5' rear setback in most zone districts, 0' rear setback in Old Town area. • Detached ADUs must be >10' behind front home along street setback.	One dedicated off street parking space per ADU.	• Design standards to be compatible with existing primary unit structure. • ADUs are explicitly excluded from the lot area per dwelling unit requirement.
Superior	Attached/Detached ADU: Home > 1,000 sq. ft. = 50% of principal dwelling or 800 sq. ft., whichever is smaller; Home < 1,000 sq. ft. = 500 sq. ft.	Same as for primary unit structure – 2 stories/32' in most residential zone districts	Same as for primary unit structure	One dedicated off street parking space per ADU.	Minimal design standards, but requirement that entrance be subordinate to primary unit.

Summary of Peer Jurisdiction Current ADU Regulations – December 2024					
City	**Max. ADU Size**	**Detached ADU Max. Height**	**Setbacks for Detached ADUs**	**Parking**	**Other Notable Design/Development Standards**
Wheat Ridge	Attached/Detached ADU: 50% of the primary unit square footage or 1,000 square feet, whichever is less.	25’	Same as other types of accessory buildings.	One dedicated off street parking space per ADU.	• ADU-specific nonconforming standards address existing ADUs that don’t meet current standards. Properties with >1 existing ADU prior to the ordinance can remain in perpetuity. • ADUs are explicitly excluded from the lot area per dwelling unit requirement.

City of Louisville - Single Family Zoning Districts



Zoning

- Single Family Zone Districts*
- Other Zoning Districts
- Old Town Overlay
- City of Louisville Boundary

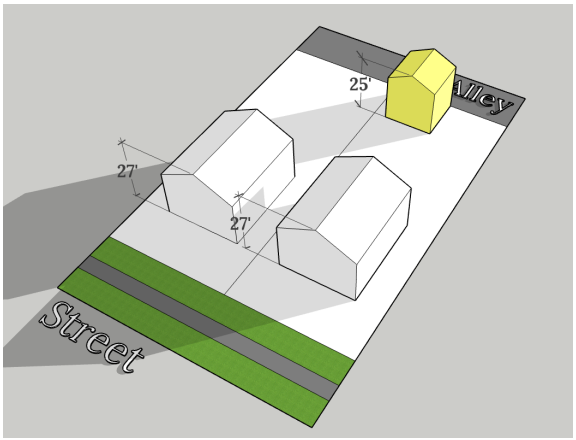
0 0.25 0.5 1
Miles

N

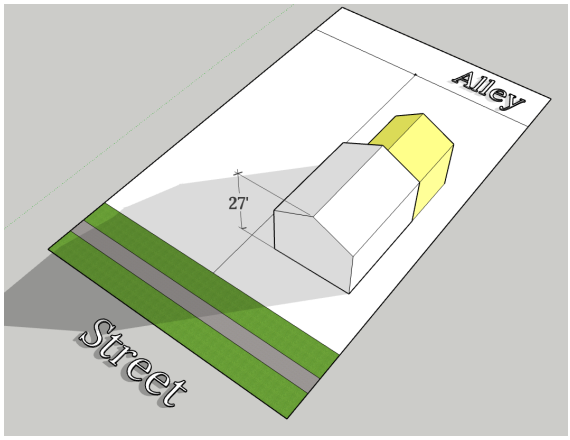
* Includes: A, R-RR, SF-R, SF-E, RR, RE, RL, SF-LD, SF-MD, RM, and P-R.

Proposed ADU Ordinance Illustrations

Old Town Louisville Typical Lots

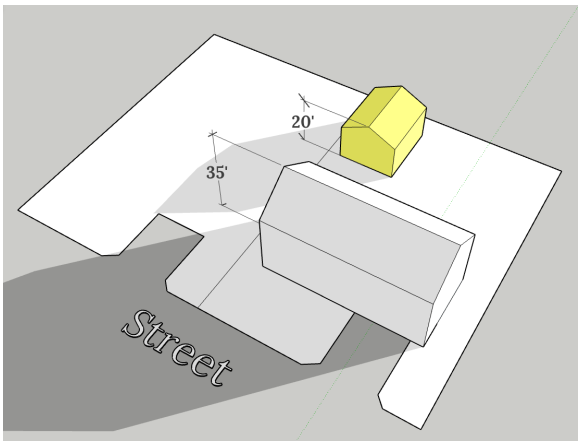


Detached ADU, 800 Square Foot, 25 Foot Height

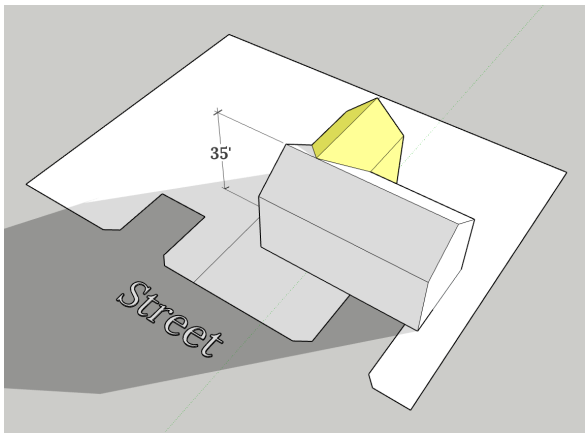


Attached ADU, 1,000 Square Feet

Typical Low Density Louisville Lot



Detached ADU, 800 Square Foot, 20 Foot Height



Attached ADU, 1,000 Square Feet

- *Dimensions are approximate and illustrative only for ADUs.*
- *Dimensions for primary unit reflect typical size of such units but are approximate and illustrative only.*
- *Shadows reflect conditions at noon on December 21.*
- *ADU images depicted complies with all Old Town development standards in the R-M (Residential Medium Density) zone district for accessory buildings, including the requirement for a sloped roof, and the development standards for the R-L (Residential Low Density) zone district for accessory buildings.*

Jeff Hirt

From: Celeste Niehaus <cmniehaus1180@gmail.com>
Sent: Tuesday, February 11, 2025 11:26 AM
To: Planning
Subject: ADU's

Hello,
I am writing to encourage you to **reduce** the minimum square footage for an ADU as you consider changes to building codes. Tiny homes and small units can be quite adequate for individuals to live in. A dwelling of 200-250 square feet would allow for more ADU's to be built and possibly more affordable homes to be on the market.

Thank you for your consideration.

Celeste Niehaus
920 Rex Street
Louisville, CO 80027

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Jeff Hirt

From: Kathryn P Hamerly <kathrynphamerly@gmail.com>
Sent: Saturday, February 8, 2025 7:55 AM
To: MICHAEL HAMERLY
Cc: Planning
Subject: Re: Questions and Concerns for the Feb 23 Planning Meeting

Categories: Jeff Reviewing

Resending

On Sat, Feb 8, 2025 at 7:50 AM MICHAEL HAMERLY <mike.hamerly@outlook.com> wrote:

> Hello,
>
> Thank you for having the meeting to discuss the upcoming ordinance allowing ADUs in Louisville. I have some questions and concerns...
>
> -I have learned that the City Water Department seeks to require tap fees to the city water and sewer lines. This would add a very burdensome cost to ADU development. I think it is sensible to allow and ADU to tap into the home's existing water and sewer line.
> -What is the state grant funding mentioned in the proposed ordinance amendment?
> -Is there a minimum square footage for an ADU? We are planning for a 450 sq foot ADU on our property.
>
> Thank you,
> Michael Hamerly
> Harding Ct

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Jeff Hirt

From: Peter Stewart <peter@stewart-architecture.com>
Sent: Tuesday, February 11, 2025 1:02 PM
To: Planning
Cc: Jeff Hirt; City Council
Subject: ADU comments

Planning Commission members,

As a longtime resident and design professional working in Louisville, I am supportive of the draft ordinance. Numerous clients of mine over the past years, so many I have lost count, have been interested in ADUs and were sorely disappointed to learn that Louisville prohibited them. This proposed ordinance is welcome news.

Louisville prides itself as being a leader in energy efficient and sustainable new development, yet has lagged far behind our peer communities in allowing ADUs, which provide very efficient housing options. This is one example how our current development code is in need of improvements to meet our stated goals.

Comments on the draft ADU ordinance:

1. Utilities: It should be explicitly clear in the code that ADU's share water and sewer utilities with the principal residence. Elsewhere in the code it states that each dwelling unit and each separate building have its own water and sewer tap. There is also the issue of tap fees or meter size upsizing fees. If the city imposed such fees, which are substantial, it will make ADUs unaffordable, defeating a primary purpose of ADUs.

2. Maximum number: This should be changed to 1 ADU for each legal principal dwelling on a property. For example, each unit of a legal duplex should be allowed to have an ADU in their basement.

Thank you for considering my comments. I look forward to passage of this overdue ordinance.

Peter Stewart

stewart
ARCHITECTURE
1132 Jefferson Ave. Louisville, CO. 80027
tel: 303.665.6668
peter@stewart-architecture.com

Jeff Hirt

From: Laura Page <lpage53@gmail.com>
Sent: Tuesday, February 11, 2025 10:31 AM
To: Planning
Cc: City Council
Subject: ADUs
Attachments: ADU_Tiny home designs.pdf

Dear Members of the Planning Commission,

You are now considering changes to our Codes to conform to the State's new regulations regarding ADU's. Although the State prohibits the City from creating rules that are *more* restrictive than those passed by the Legislature, *greater* leniency IS allowed. I encourage you to consider reducing the minimum square footage for an ADU from 500 sq ft to 200, or maybe 250 sq sq ft., calculated according to the IRC (International Residential Code) which measures the interior liveable space. The 2018 IRC has specific standards for "tiny homes" under 400 sq ft. on foundations - see https://codes.iccsafe.org/content/IRC2018/appendix-q-tiny-houses.

Many of you may not be able to comprehend how someone could live in such a small space but people across the world, and historically in the US, have managed this. Consider that a space of just under 290 sq ft can yield an 8' x 9' bedroom with separate closet, a full-size bathroom with a 4' wide walk-in shower, and a 10'x16' living room with a kitchenette. I have attached photos of examples of structures between 200 and 225 sq ft.

Smaller ADUs would better fit within an existing home or on smaller lots and be more affordable to develop. The lot coverage would be less which might be more acceptable to adjacent property owners. In addition, smaller units will reduce utility costs for the ADU resident. Ultimately, decreasing the minimum square footage for an ADU could increase the number of ADU's built throughout the City, which I understand is the goal..

Especially with the desire to increase housing for elders, many of whom are comfortable in smaller spaces - including myself - I ask that you reduce the minimum size for an ADU from 500 sq ft to 200.

Thank you for your consideration.

Laura Page
920 Rex St

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Jeff Hirt

From: cindy Bedell <cyndilarson@yahoo.com>
Sent: Monday, February 10, 2025 11:59 AM
To: Planning; Jeff Hirt; Rob Zuccaro
Subject: ADU Item 6b Feb 13 2025 Planning Commission Meeting

Dear Planning Commissioners,

Re Ordinance amending Title 17 to
allow Accessory Dwelling Units in accordance with Colorado
House Bill 24-1152.

1.) The Louisville Municipal Code (LMC) currently does not alllow
short term rentals anywhere. However, it seems very likely that
some of these ADU's will become VRBO's or AirBnB type rentals.
This would be contrary to the intention of House Bill 24-1152 to
create more housing for local residents.

I believe the ordinance should explicitly state the prohibition
of ADU's being used for short term vacation rental properties,
and include measures for enforcement. How is short term
rental defined? Does it need to be more specific?

2.) The city can regulate the height of ADU's under House Bill 24-1152.
The ordinance should limit the height of ADU's in old town overlay
district to 20', (not 25') to be consistent and maintain the character of old town Louisville.

Thank you for considering this input.

Cindy Bedell
Ward 2
Louisville

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Jeff Hirt

From: Val Foster <vfoster234@comcast.net>
Sent: Friday, February 7, 2025 8:26 PM
To: Jeff Hirt
Subject: Louisville ADUs

Follow Up Flag: Follow up
Flag Status: Flagged

Hi!
Please do everything in your power to allow ADUs in Louisville with safe, but also the least amount of restrictions possible.

Everyone's college kids are rebounding back home and an ADU will be a great solution for many Louisville families.

thank you for all you do!

The Fosters
234 Jackson Circle
303.304.7905

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Jeff Hirt

From: Andy Johnson <andy@dajdesign.com>
Sent: Wednesday, February 12, 2025 8:23 AM
To: Planning
Cc: Jeff Hirt; Rob Zuccaro
Subject: Accessory Dwelling Units - Comments & Feedback

Dear Planning Commission Members,

As a long time resident and Colorado licensed architect working in Louisville, I fully support the ordinance to allow ADU's in single-family zoning districts. I have worked with clients over the past 25 years wanting to design a home that included an ADU in order to support the care of an aging parent, a child who needed to come back home, or to create passive income as they think about aging in place. It has left clients feeling frustrated that they could not fulfill one of the basic goals of their house project in Louisville when they would be able to do so just about anywhere else in our area.

Currently, Louisville is the only City or Town in Boulder County and one of the only along the Front Range that does not allow ADU's in some capacity. The State made an important decision to allow ADU's in communities across the State in order to help find a solution to our need for affordable housing, and helped provide an answer to our enormous amount of out-dated single-family land use practices.

The State did much of the heavy lifting to set the stage for the proposed code, and the ordinance follows it diligently. Overall, the proposed ordinance is appropriate and well written to support Louisville's compliance with Colorado House Bill 24-1152. There are issues that need to be addressed to help strengthen the ordinance in general and to be compatible with Louisville-specific goals. Below are suggested modifications to help the ordinance be more successful.

- Remove the section about ADU's not contributing to the 12% IHO. The ADU ordinance is the not the place to create rules about affordable housing, nor is it the place to debate what qualifies for the 12% IHO. Move this topic to the IHO amendments. Further, I disagree with the assessment from staff that developments complying with the IHO must do so with like-for-like affordable units compared to the market rate units within the same development. That policy position does not allow for unique and creative opportunities to provide affordable housing, for example for-sale and for-rent housing together in one development.

- Allow for detached and attached ADU's for duplexes, and allow for attached ADU's in buildings that are 3 or more single-family, multi-level attached units.

- Prevent any policy decisions that mandate discrete water and sewer lines and tap fees be required for the development of an ADU. The intent of an ADU is to be accessory to the primary structure and limited by size in the proposed ordinance. Both detached and attached ADU water and sewer lines should be allowed to be run to and from the primary structure, and ADU's should only subject to the water fixture count form to determine usage at the subject property. A full water/sewer tap assessment for a ADU will be cost prohibitive for the construction or conversation of a space into an ADU, and could be considered in violation with the State bill.

- Eliminate the lot area per dwelling unit rule for all ADU's in applicable zoning districts.

- Incentivize ADU development dedicated to affordable housing by increasing size (as already described in the ordinance), tap fee reduction, and lot coverage increases.

- Incentivize single-level and accessible ADU development by allowing a 10% increase in lot coverage requirements. A single-level ADU (not necessarily fully accessible) creates a living space for those who have issues with stairs or need easier access to their home. An accessible unit, typically single-level in design, would provide a much needed housing type for those with a physical challenge. Single-level units do not have the benefit of stacking over another ground floor level saving building footprint and therefore require additional lot coverage.

Louisville has lagged behind in making important updates to its zoning code over the past number of decades, especially when compared to its neighboring communities. While ADU's in Louisville have been discussed for a number recent years, little action has taken place to move us to a meaningful ADU ordinance. The ordinance being presented only brings us into compliance with the new State law, and it is not a progressive or proactive ordinance to assist in our need for housing.

While this ordinance is a great start, and I would like to thank staff for their work on the ordinance draft and for their effort to set Louisville up as an ADU Supportive Jurisdiction. More can be done and it will require your leadership. As this new State regulated ordinance is discussed at Planning Commission and City Council, please keep in mind that much of the suggestions above have already been incorporated into our neighboring communities' ADU rules, and are not novel to the ADU discussion. Please consider the suggestions listed above to be included with the ordinance as you make your recommendation of approval to City Council. Thank you!

Andy

ANDY JOHNSON, AIA
w: dajdesign.com
o: 303.527.1100
m: 303.249.1624
***v*Card**

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City of Louisville
COLORADO • SINCE 1878

SUBJECT: **ORDINANCE NO. 1893, SERIES 2025 – AN ORDINANCE AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE TO MODIFY THE DEFINITION OF FAMILY (1ST READING, SET PUBLIC HEARING FOR 04/15/2025)**

DATE: **MARCH 18, 2025**

PRESENTED BY: **EMILY CLINE-GIBSON, PLANNER II**

SUMMARY:
The Colorado General Assembly adopted HB 24-1007 in May 2024 that prohibits municipalities from limiting the number of people who may live together in a single dwelling based on familial relationship. The City of Louisville is updating Municipal Code Chapter 17.08 – Definitions to satisfy the new State requirements.

BACKGROUND:
The purpose of HB 24-1007 is to increase housing availability across Colorado by prohibiting local governments from limiting the number of people who may live together in a single dwelling based on familial relationship. Local governments may only implement residential occupancies based on:

1. Demonstrated health and safety standards, such as international building code standards, fire code regulations, or Colorado department of public health and environment wastewater and water quality standards; or
2. Local, state, federal, or political subdivision affordable housing program guidelines.

Louisville Municipal Code (LMC) Sec. 17.08.150 currently defines *family* as the following:

> *A single individual doing his or her own cooking and living upon the premises as a separate, independent, housekeeping unit; or a collective body of persons doing their own cooking and living together upon the premises as a separate housekeeping unit in a domestic relationship* ***based upon birth or marriage****; or a group of not more than two unrelated persons doing their own cooking and living together upon the premises as a single housekeeping unit, except that no more than one of such persons may be an individual who has been adjudged by a court of law as a sex offender and who is required to register as such within the community of his residence in accordance with the provisions of the C.R.S. § 18-3-412.5, as amended. Single persons of 18 years of age or older not living with parents or a legal guardian are considered to be unrelated to each other.*

PROPOSAL:
The proposed changes to the definition of *family* are to align with HB 24-1007. The modification to the definition will expand housing opportunities by no longer restricting occupancy of a dwelling unit to a family based upon birth or marriage. The proposed definition of *family* is the following:

> *Family means one or more persons occupying a dwelling unit and living as a single housekeeping unit, except that no more than one of such persons may be an individual who has been adjudged by a court of law as a sex offender and who is required to register as such within the community of their residence in accordance with the provisions of the C.R.S. § 18-3-412.5. The number of persons living as a single unit shall not exceed the maximum permitted by applicable adopted building, fire, and safety codes, by any applicable state or federal law or regulation, or by affordable housing guidelines applicable to the dwelling unit.*

ANALYSIS:
The proposed definition of *family* closely aligns with the definitions used in Lafayette and Erie. Staff find the proposal addresses the City's Housing Plan Goal 3 to Diversify Louisville's Housing Stock (Housing Plan p. 26) and Action Item 3.2 that explicitly calls for this code amendment (p. 47). Staff also find that the change in definition will not affect the meaning of the term *family* as it is used throughout the Louisville Municipal Code (LMC).

A single-family dwelling will continue to be defined as an independent living unit exclusively for one family, however, the proposed definition of *family* will allow any group of individuals that live together as an independent unit be considered a family. Occupancy limits for residential dwellings will be determined by building square footage and are governed by the Louisville-adopted 2018 International Property Maintenance Code (IPMC) and associated housing codes.

PUBLIC COMMENTS:
No public comments have been submitted.

FISCAL IMPACT:
No fiscal impact is anticipated from the changes to the code.

STAFF RECOMMENDATION:
Planning Commission recommended approval of the ordinance as presented in this staff report on February 13, 2025 (Attachment 2) with no conditions. The video is available here.

Staff recommend approval of Ordinance No. 1893, Series 2025 on first reading and setting the public hearing for April 15, 2025

ATTACHMENTS:

1. Ordinance No. 1893, Series 2025
2. Planning Commission Resolution 1, Series 2025
3. House Bill 24-1007

STRATEGIC PLAN IMPACT:

☐	**Financial Stewardship & Asset Management**	☐	**Reliable Core Services**
☐	**Vibrant Economic Climate**	☐	**Quality Programs & Amenities**
☒	**Engaged Community**	☐	**Healthy Workforce**
☐	**Supportive Technology**	☐	**Collaborative Regional Partner**

ORDINANCE NO. 1893
SERIES 2025

AN ORDINANCE AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE TO MODIFY THE DEFINITION OF FAMILY

WHEREAS, the City of Louisville (the "City"), is a Colorado home rule municipal corporation duly organized and existing under laws of the State of Colorado and the City of Louisville Home Rule Charter (the "City Charter");

WHEREAS, the Louisville Municipal Code Title 17, Zoning, establishes definitions that are used related to the use and development of land within the City;

WHEREAS, the Colorado General Assembly adopted House Bill 24-1007 in April 2024, prohibiting municipalities from limiting the number of people who may live together in a single dwelling based on familial relationship;

WHEREAS, the City desires to modify the definition of family, which will lift existing restrictions on people living together based on specific familial relationships;

WHEREAS, after a duly noticed public hearing held February 13, 2025, where evidence and testimony were entered into the record, including the Louisville Planning Commission Staff Report dated February 13, 2025, the Louisville Planning Commission has recommended the City Council adopt the amendments to the LMC set forth in this ordinance;

WHEREAS, City Council has provided notice of a public hearing on said ordinance by publication as provided by law and held a public hearing as provided in said notice; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Louisville Municipal Code Chapter 17.08 (Definitions) is hereby amended for Section 17.08.150 to read as follows:

Sec. 17.08.150. – Family.

~~Family means a single individual doing his or her own cooking and living upon the premises as a separate, independent, housekeeping unit; or a collective body of persons doing their own cooking and living together upon the premises as a separate housekeeping unit in a domestic relationship based upon birth or marriage; or a group of not more than two unrelated persons doing their own cooking and living together upon the premises as a single housekeeping unit, except that no more than one of such persons may be an individual who has~~

~~been adjudged by a court of law as a sex offender and who is required to register as such within the community of his residence in accordance with the provisions of the C.R.S. § 18-3-412.5, as amended. Single persons of 18 years of age or older not living with parents or a legal guardian are considered to be unrelated to each other.~~

Family means one or more persons occupying a dwelling unit and living as a single housekeeping unit, except that no more than one of such persons may be an individual who has been adjudged by a court of law as a sex offender and who is required to register as such within the community of their residence in accordance with the provisions of the C.R.S. § 18-3-412.5. The number of persons living as a single unit shall not exceed the maximum permitted by applicable adopted building, fire, and safety codes, by any applicable state or federal law or regulation, or by affordable housing guidelines applicable to the dwelling unit.

INTRODUCED, READ, PASSED ON FIRST READING AND ORDERED PUBLISHED this __ day of _____, 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

APPROVED AS TO FORM:

_____
Kelly PC, City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this __ day of _____, 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

RESOLUTION NO. 1
SERIES 2025

A RESOLUTION RECOMMENDING APPROVAL OF AN ORDINANCE AMENDING THE LOUISVILLE MUNICIPAL CODE TO MODIFY THE DEFINITION OF FAMILY

WHEREAS, the City of Louisville (the "City"), is a Colorado home rule municipal corporation duly organized and existing under laws of the State of Colorado and the City of Louisville Home Rule Charter (the "City Charter");

WHEREAS, the Louisville Municipal Code Title 17, Zoning, establishes definitions related to the use and development of land within the City;

WHEREAS, the Colorado General Assembly adopted House Bill 24-1007 in April 2024, prohibiting municipalities from limiting the number of people who may live together in a single dwelling based on familial relationship;

WHEREAS, the City desires to modify the definition of family, which will lift existing restrictions on people living together based on specific familial relationships; and

WHEREAS, the Planning Commission has considered the proposal at a duly noticed public hearing on February 13, 2025, where evidence and testimony where entered into the record; and

NOW THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Louisville, Colorado does hereby recommend approval of an ordinance amending Title 17 of the Louisville Municipal Code to modify the definition of family.

PASSED AND ADOPTED this 13th day of February, 2025.

By: _____
Steve Brauneis, Chair
Planning Commission

Attest: _____
Cullen Choi, Secretary
Planning Commission

HOUSE BILL 24-1007

BY REPRESENTATIVE(S) Rutinel and Mabrey, Bacon, Boesenecker, deGruy Kennedy, English, Epps, Froelich, Garcia, Hernandez, Jodeh, Kipp, Lindsay, Lindstedt, Marvin, Mauro, McCormick, Ortiz, Parenti, Ricks, Sirota, Velasco, Vigil, Weissman, Willford, McCluskie, Herod, Martinez; also SENATOR(S) Exum and Gonzales, Buckner, Coleman, Cutter, Danielson, Fields, Hinrichsen, Jaquez Lewis, Marchman, Michaelson Jenet, Priola, Winter F.

CONCERNING RESIDENTIAL OCCUPANCY LIMITS.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, **add** 29-20-111 as follows:

29-20-111. Local government residential occupancy limits - short title - legislative declaration - definition. (1) THE SHORT TITLE OF THIS SECTION IS THE "HOME (HARMONIZING OCCUPANCY MEASURES EQUITABLY) ACT".

(2) THE GENERAL ASSEMBLY FINDS AND DECLARES THAT OCCUPANCY LIMITS AND THE INCREASED AVAILABILITY OF HOUSING ARE

Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.

MATTERS OF MIXED STATEWIDE AND LOCAL CONCERN.

(3) A LOCAL GOVERNMENT SHALL NOT LIMIT THE NUMBER OF PEOPLE WHO MAY LIVE TOGETHER IN A SINGLE DWELLING BASED ON FAMILIAL RELATIONSHIP. LOCAL GOVERNMENTS RETAIN THE AUTHORITY TO IMPLEMENT RESIDENTIAL OCCUPANCY LIMITS BASED ONLY ON:

(a) DEMONSTRATED HEALTH AND SAFETY STANDARDS, SUCH AS INTERNATIONAL BUILDING CODE STANDARDS, FIRE CODE REGULATIONS, OR COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT WASTEWATER AND WATER QUALITY STANDARDS; OR

(b) LOCAL, STATE, FEDERAL, OR POLITICAL SUBDIVISION AFFORDABLE HOUSING PROGRAM GUIDELINES.

(4) AS USED IN THIS SECTION, "LOCAL GOVERNMENT" MEANS A HOME RULE OR STATUTORY CITY, HOME RULE OR STATUTORY COUNTY, TOWN, TERRITORIAL CHARTER CITY, OR CITY AND COUNTY.

SECTION 2. Effective date. This act takes effect July 1, 2024.

SECTION 3. Safety clause. The general assembly finds, determines, and declares that this act is necessary for the immediate

preservation of the public peace, health, or safety or for appropriations for the support and maintenance of the departments of the state and state institutions.

Julie McCluskie
SPEAKER OF THE HOUSE
OF REPRESENTATIVES

Steve Fenberg
PRESIDENT OF
THE SENATE

Robin Jones
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES

Cindi L. Markwell
SECRETARY OF
THE SENATE

APPROVED Monday April 15th 2024 at 12:15 pm
(Date and Time)

Jared S. Polis
GOVERNOR OF THE STATE OF COLORADO

City of Louisville
COLORADO • SINCE 1878

SUBJECT: **LANDMARK DESIGNATION AND GRANT REQUEST – 509 LAFARGE AVENUE**

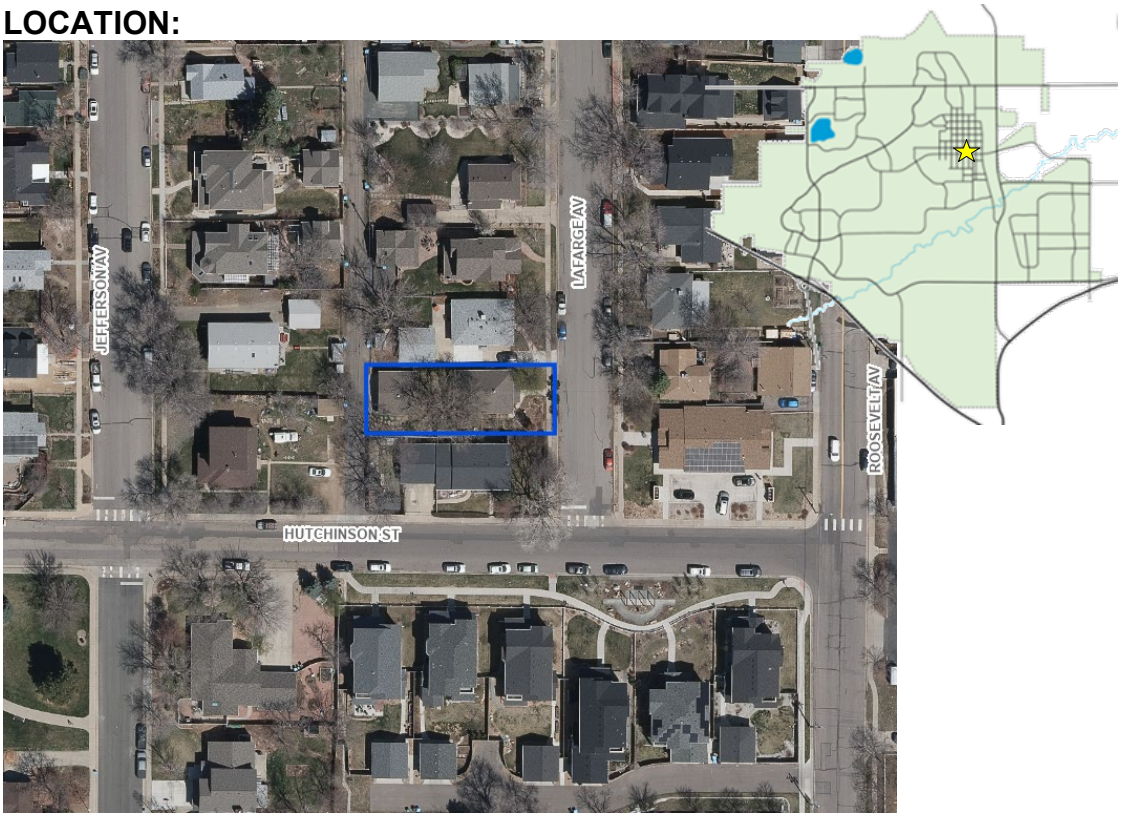
i. **RESOLUTION NO. 18, SERIES 2025– A RESOLUTION APPROVING THE LANDMARK DESIGNATION FOR 509 LAFARGE AVENUE, THE LECOMTE HOUSE**

ii. **RESOLUTION NO. 19, SERIES 2025 – A RESOLUTION APPROVING A GRANT REQUEST FOR THE PROPERTY AT 509 LAFARGE AVENUE**

DATE: **MARCH 18, 2025**

PRESENTED BY: **EMILY CLINE-GIBSON, PLANNER II**

LOCATION:



SUMMARY:
The applicant is requesting:

- Landmark designation.
- Grant amounts of up to $55,000.00.

Staff recommendations:

- Staff recommends approval of the Landmark request.
- Staff recommends approval of a Preservation and Restoration Grant request of up to $40,000.00.
- Staff recommends approval of a New Construction Grant request of up to $15,000.00.

ARCHITECTURAL INTEGRITY:
The house is vernacular in style and originally had a pyramidal hipped roof. After the house was moved from Superior to its current location in 1943, an addition was constructed on the rear of the house. The overall form has been maintained since the addition, including the chimney in the center of the pyramid. A front porch was added sometime after 1948.

Most of the original materials have been lost, including the siding and roofing material. The window openings appear to have been maintained since at least 1948.

The book *Lost Superior: Remembering the Architectural Heritage of a Colorado Coal Mining Town* by the Superior Historical Commission came out in 2014 and included a page about 509 LaFarge as a relocated house that was moved from Superior to Louisville. It included the following text:

> *This is a typical hipped box mine camp house which usually had a front porch. The original porch has been altered but the original form and scale are intact. It appears as though the original wood siding has been covered with vinyl siding.*

Photo of the subject property from the 1948 Assessor's Card.

509 LaFarge Avenue Cir. 1960s-1970s.

HISTORICAL SIGNIFICANCE ANALYIS AND CRITERIA FOR LISTING AS LOCAL LANDMARK:

In order to receive a City Landmark designation, landmarks must be at least 50 years old and meet one or more of the criteria for architectural, social or geographic/environmental significance as described in Louisville Municipal Code (LMC) Section 15.36.050(A).

Staff analysis of the criteria is as follows:

Sec. 15.36.050. - Criteria for Designation

Criteria	Meets Criteria ?	Evaluation
A. *Landmarks must be at least 50 years old and meet one or more of the criteria for architectural, social or geographic/environmental significance as described in this chapter.*	**Yes**	509 LaFarge Avenue was constructed in 1910, making it approximately 115 years old.

Criteria	Meets Criteria ?	Evaluation
1. a. Architectural. ***1) Exemplifies specific elements of an architectural style or period.*** *2) Example of the work of an architect or builder who is recognized for expertise nationally, statewide, regionally, or locally.* *3) Demonstrates superior craftsmanship or high artistic value.* *4) Represents an innovation in construction, materials or design.* *5) Style particularly associated with the Louisville area.* *6) Represents a built environment of a group of people in an era of history that is culturally significant to Louisville.* *7) Pattern or grouping of elements representing at least one of the above criteria.* *8) Significant historic remodel.*	**Yes**	Architectural Significance - *Exemplifies specific elements of an architectural style or period.* • The hipped pyramidal roof form was common in the coal towns of the Front Range, including in Louisville and Superior. • Moving homes was a common practice in coal mining towns, including Louisville.
1. b. Social. *1) Site of historic event that had an effect upon society.* ***2) Exemplifies cultural, political, economic or social heritage of the community.*** ***3) Association with a notable person or the work of a notable person.***	**Yes**	Social Significance - *Exemplifies cultural, political, economic or social heritage of the community.* The social history of 509 Lafarge Avenue includes association with: • Mining history • French immigration to Louisville

Criteria	Meets Criteria ?	Evaluation
1. c. Geographic/environmental. ***1) Enhances sense of identity of the community.*** *2) An established and familiar natural setting or visual feature that is culturally significant to the history of Louisville.*	**Yes**	The historic location of the house helps to create a sense of neighborhood identity.
3. All properties will be evaluated for physical integrity and shall meet one or more of the following criteria: ***a. Shows character, interest or value as part of the development, heritage or cultural characteristics of the community, region, state, or nation.*** *b. Retains original design features, materials and/or character.* ***c. Remains in its original location, has the same historic context after having been moved, or was moved more than 50 years ago.*** *d. Has been accurately reconstructed or restored based on historic documentation.*	**Yes**	The structure remains in its location after having been moved from Superior in 1943. The property has integrity of location, setting, feeling and association.

ALTERATION CERTIFICATE REQUEST:
The applicant received Historic Preservation Commission (HPC) approval of an Alternation Certificate as part of the HPC review of the Landmark and Grant requests. The HPC is the final decision maker on the Alternation Certificate, but the Landmark and Grant Requests must also be approved by City Council. The Alteration Certificate requests are tied to Landmark and Grant requests to ensure the work proposed for grant funding would not affect a property's historical integrity for landmarking.

The proposed Alteration Certificate covers the following:

- Remove and replace house siding
- Side and rear additions
- Replace clad windows and relocate 3 windows on the side of house
- Porch repairs

GRANT REQUEST:
The applicant is requesting approval of a Preservation and Restoration Grant for rehabilitation and restoration work as well as a New Construction Grant for the proposed rear addition. The total estimated cost of the project is $351,232.00 and the total requested grant amount is $55,000.00, which includes the maximum amounts distributed for both the Preservation and Restoration Grant and the New Construction Grant. These grants would be in addition to the $5,000 signing bonus for landmarking the structure and the $4,000 grant for the Historic Structure Assessment previously approved for the property.

A Historic Structure Assessment was previously done for the property, completed by May Yin Architecture in 2016 and paid for by the Historic Preservation Fund. The assessment (Attachment 6) makes several recommendations that correlate to the line items in the grant request.

COST ESTIMATE OF PROPOSED WORK: $351,232.00
MATCHING PRES. & REST. GRANT MAXIMUM UNDER SECTION 8: $40,000.00
MATCHING NEW CONST. GRANT MAXIMUM UNDER SECTION 10: $15,000.00

Preservation and Restoration Grant:
Under Resolution No. 17, Series 2019, residential applicants are eligible for a $5,000 unmatched incentive grant as a Landmark bonus. Owners of a landmarked property will be eligible for this grant following the signing of the Landmark and grant agreements. The remaining $40,000 grant shall be conditioned based on the applicant matching one hundred percent of the amount for approved work. Approved work must fall under the categories of preservation, rehabilitation, and restoration.

> **Preservation** *is the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property as they now exist. Approved work focuses upon the repair of exterior historic materials and features rather than extensive replacement and new construction.*
>
> **Rehabilitation** *is the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values. Rehabilitation acknowledges the need to alter or add to a historic property to*

meet continuing or changing uses while retaining the property's historic character. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate.

Restoration *is the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time. Approved work focuses on exterior work and includes the removal of features from other periods in its history and reconstruction of missing features from the restoration period.*

New Construction Grant:
Under Resolution No. 17, Series 2019, owners of landmarked property on which additions to existing residential structures are proposed are eligible for matching grants of up to $15,000 for new residential construction that, beyond mandatory requirements, substantially limits mass, scale, and number of stories, preserves setbacks, and protects the historic integrity of the property and its environment by differentiating new work from the old. Qualifying new construction must maintain the existing height of the historic structure over the first 1/3 of the overall structure and have a floor area ratio (FAR) 10% below what is allowed by zoning.

Staff reviewed the Preservation and Restoration Grant request by evaluating whether each request line item qualified for grant funding as either preservation, rehabilitation, or restoration. Staff also reviewed the New Construction request for zoning and Old Town Overlay compliance. Findings are summarized in the following tables.

Table 1. Summary of staff analysis of qualification of Preservation Grant requests under Reso. 17, Series 2019.

Requests		**Analysis**		**Requested under extraordinary circumstances?**
Description	Amount	Preservation, Restoration, or Rehabilitation?	In HSA?	
Site Work: Improve drainage around entire existing house	$3,700	Rehab.	✓	No
Structural Systems First Floor: Reinforce floor joists and provide new beams	$23,760	Rehab.	✓	No

Roof: Reinforce roof rafters				
Exterior Walls: New siding and new insulation	$35,130	Pres., Rehab.	✓	No
Roofing and Attic: Provide new asphalt shingles and R-60 insulation	$11,490	Rehab.	✓ (Insulation)	No
Windows & Doors: Replace existing windows with wood windows	$30,922	Rest.	✓	No
Mechanical Systems: Install new furnace and ductwork	$18,280	Rehab.		No
Electrical Systems: Upgrade electrical panel to 200 amp	$4,465	Rehab.		No
Appearances: Front Porch- restore columns, ceiling and railings	$9,485	Pres., Rehab., Rest.	✓	No
Total Project Cost	$137,232			
Total Recommended	$40,000			

Table 2. Summary of staff analysis of qualification of New Construction Grant request under Reso. 17, Series 2019.

Request	Amount	Analysis
New Construction: Rear addition	$214,000	Staff finds that the rear addition qualifies for new construction based on the proposed addition **height** of 14 feet, which is below the existing structure height of 20 feet, all **setbacks** are met, and the floor area ratio (**FAR**) would be 24% less than what is allowed by zoning.
Total Project Cost	$214,000	
Total Recommended	$15,000	

Staff recommended to the HPC not to include asphalt shingle installation as part of the grant request because the work can be considered routine maintenance and not directly related to rehabilitation, preservation, and restoration. However, the HPC opinion is that this work would qualify as preservation, restoration, and rehabilitation and recommended approval of all requests as shown in Table 1. If the roofing request were removed from the Preservation and Restoration Grant request, the total project cost would still exceed the maximum matching amount of $80,000.00.

HISTORIC PRESERVATION COMMISSION RECOMMENDATION:
The Historic Preservation Commission (HPC) held a public hearing on the application on February 24th, 2025 voted to recommend approval of the local landmark designation and the full Historic Preservation Fund grant request of $55,000.00.

Minutes for this meeting have not yet been drafted. Thus, staff is providing a link to the hearing video. LINK

PUBLIC COMMENT:
No public comments were received for this application.

FISCAL IMPACT:
Approval of the grant request allows for matched grants of up to $55,000 plus a $5,000 landmark incentive grant (unmatched). The unencumbered fund balance is estimated at over $3M and the average income of the Fund over the past two years is approximately $885,000, thus, staff finds there are adequate funds to support the request.

PROGRAM/SUB-PROGRAM IMPACT:
The application meets the Community Design program goals and sub-program objectives by providing incentives to preserve the historic character of Old Town and to encourage the promotion and preservation of Louisville's history and cultural heritage.

STAFF RECOMMENDATION:
- Approval of Resolution No. 18, Series 2025, approving the landmark designation at 509 LaFarge Avenue, to be named the LeComte House.
- Approval of Resolution No. 19, Series 2025, approving grant requests of up to $55,000.00.

ATTACHMENTS:
1. Resolution 18, Series 2025 – Approving Landmark Request
2. Resolution 19, Series 2025 – Approving Grant Request
3. HPC Resolution No. 1, Series 2025 – Recommending Approval of Landmark Request
4. HPC Resolution No. 2, Series 2025 – Approving Alternation Certificate
5. HPC Resolution No. 3, Series 2025 – Recommending Approval of Grant Request

6. Application
7. Social History Report
8. Historic Structure Assessment

STRATEGIC PLAN IMPACT:

☐	**Financial Stewardship & Asset Management**	☐	**Reliable Core Services**
☐	**Vibrant Economic Climate**	☒	**Quality Programs & Amenities**
☒	**Engaged Community**	☐	**Healthy Workforce**
☐	**Supportive Technology**	☐	**Collaborative Regional Partner**

RESOLUTION NO. 18
SERIES 2024

A RESOLUTION APPROVING A LANDMARK DESIGNATION FOR A HISTORICAL RESIDENTIAL PROPERTY LOCATED AT 509 LAFARGE AVENUE

WHEREAS, there has been submitted to the Louisville Historic Preservation Commission (HPC) an application requesting a landmark eligibility determination for a historical property located at 509 LaFarge Avenue, legally described as Lots 14-15, Block 2, Acme Place; and

WHEREAS, the HPC and City Council have reviewed the application and found it to be in compliance with Chapter 15.36 of the Louisville Municipal Code, including Section 15.36.050.A, establishing criteria for landmark designation; and

WHEREAS, the HPC and City Council held a properly noticed public hearing on the proposed landmark application; and

WHEREAS, 509 LaFarge Avenue (the Lecomte House) has social significance because it exemplifies the cultural, political, economic, or social heritage of the community considering its association with various Louisville families and Louisville's cultural heritage; and

WHEREAS, 509 LaFarge Avenue (the Lecomte House) has architectural significance because it has architectural integrity that is representative of the built environment in Louisville; and

WHEREAS, the City Council finds that these and other characteristics specific to the Lecomte House have social and architectural significance as described in Section 15.36.050.A of the Louisville Municipal Code; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

1. The application to landmark the property at 509 LaFarge Avenue be approved for the following reasons:
    a. Architectural integrity has been largely maintained over time.
    b. Association with Louisville's heritage.
2. The City Council approve the landmark incentive grant in the amount of $55,000.

PASSED AND ADOPTED this 18th day of March 2025.

By: _____
Christopher M. Leh, Mayor

Attest: _____
Genny Kline, Interim City Clerk

RESOLUTION NO. 19
SERIES 2025

A RESOLUTION APPROVING A PRESERVATION AND RESTORATION GRANT FOR THE LECOMTE HOUSE LOCATED AT 509 LAFARGE AVENUE

WHEREAS, there has been submitted to the Louisville Historic Preservation Commission (HPC) an application requesting a preservation and restoration grant and a new construction grant for the LeComte House, a historic residential structure located at 509 LaFarge Avenue, on property legally described as Surface of Lots 14-15, Block 2, Acme Place, Town of Louisville, City of Louisville, State of Colorado; and

WHEREAS, the City Staff and the HPC have reviewed the application and found it to be in compliance with Section 3.20.605.D and Section 15.36.120 of the Louisville Municipal Code; and

WHEREAS, the HPC and City Council have held a properly noticed public hearing on the preservation and restoration grant and new construction grant; and

WHEREAS, the preservation and restoration work being requested includes making repairs to the existing structure; and

WHEREAS, the new construction work being requested includes constructing new additions to the existing structure; and

WHEREAS, the Historic Preservation Commission and City Council find that these proposed improvements will assist in the preservation of the LeComte House, which is to be landmarked by the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

The City Council approves the proposed Preservation and Restoration Grant application and New Construction Grant application for the LeComte House, in the amount of $55,000.00 for work as described in the attached Exhibit A and Exhibit B.

PASSED AND ADOPTED this 18th day of March 2025.

By: _____
Christopher M. Leh, Mayor

Attest: _____
Genny Kline, Interim City Clerk

Exhibit A				
Requests		**Analysis**		**Requested under extraordinary circumstances?**
Description	Amount	Preservation, Restoration, or Rehabilitation?	In HSA?	
Site Work: Improve drainage around entire existing house	$3,700	Rehab.	✓	No
Structural Systems First Floor: Reinforce floor joists and provide new beams Roof: Reinforce roof rafters	$23,760	Rehab.	✓	No
Exterior Walls: New siding and new insulation	$35,130	Pres., Rehab.	✓	No
Roofing and Attic: Provide new asphalt shingles and R-60 insulation	$11,490	Rehab.	✓ (Insulation)	No
Windows & Doors: Replace existing windows with wood windows	$30,922	Rest.	✓	No
Mechanical Systems: Install new furnace and ductwork	$18,280	Rehab.		No
Electrical Systems: Upgrade electrical panel to 200 amp	$4,465	Rehab.		No
Appearances: Front Porch- restore columns, ceiling and railings	$9,485	Pres., Rehab., Rest.	✓	No
Total Project Cost	$137,232			
Total Recommended	$40,000			

Exhibit B		
Request	**Amount**	**Analysis**
New Construction: Rear addition	$214,000	Staff finds that the rear addition qualifies for new construction based on the proposed addition **height** of 14 feet, which is below the existing structure height of 20 feet, all **setbacks** are met, and the floor area ratio (**FAR**) would be 24% less than what is allowed by zoning.
Total Project Cost	$214,000	
Total Recommended	$15,000	

RESOLUTION NO. 1
SERIES 2025

A RESOLUTION MAKING FINDINGS AND RECOMMENDATIONS REGARDING THE LANDMARK DESIGNATION FOR A HISTORICAL RESIDENTIAL PROPERTY LOCATED AT 509 LAFARGE AVENUE.

WHEREAS, there has been submitted to the Louisville Historic Preservation Commission (HPC) an application requesting a landmark eligibility determination for a historical property located at 509 LaFarge Avenue, legally described as the Surface of Lots 14-15, Block 2, Acme Place; and

WHEREAS, the HPC have reviewed the application and found it to be in compliance with Chapter 15.36 of the Louisville Municipal Code, including Section 15.36.050.A, establishing criteria for landmark designation; and

WHEREAS, the HPC has held a properly noticed public hearing on the proposed landmark application; and

WHEREAS, 509 LaFarge Avenue (the LeComte House) has social significance because it exemplifies the cultural, political, economic, or social heritage of the community considering its association with various Louisville families and Louisville's cultural heritage; and

WHEREAS, the property has architectural significance because it has architectural integrity that is representative of the built environment in 1910s Louisville; and

WHEREAS, the HPC finds that these and other characteristics specific to the LeComte House have social and architectural significance as described in Section 15.36.050.A of the Louisville Municipal Code; and

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF LOUISVILLE, COLORADO:

1. The application to landmark the property at 509 LaFarge Avenue be approved for the following reasons:
    a. Architectural integrity has been largely maintained over time.
    b. Association with Louisville's heritage.
2. The Historic Preservation Commission recommends the City Council approve the landmark incentive grant in the amount of $5,000.
3. With the amendment that the structure be named the LeComte House.

PASSED AND ADOPTED this 24th day of February, 2025.

Lynda Haley, Chairperson

RESOLUTION NO. 2
SERIES 2025

A RESOLUTION APPROVING OF AN ALTERATION CERTIFICATE FOR THE LECOMTE HOUSE LOCATED AT 509 LAFARGE AVENUE FOR EXTERIOR ALTERATIONS.

WHEREAS, there has been submitted to the Louisville Historic Preservation Commission (HPC) an application requesting an alteration certificate for a historic residential structure located at 509 Lafarge Avenue, on property legally described as Surface of Lots 14-15, Block 2, Acme Place, Town of Louisville, City of Louisville, State of Colorado; and

WHEREAS, the City Staff and the HPC have reviewed the application and found it to be in compliance with Chapter 15.36 of the Louisville Municipal Code, including Section 15.36.120, establishing criteria for alteration certificates; and

WHEREAS, the HPC held a properly noticed public hearing on the proposed alteration certificate on February 24, 2025, where evidence and testimony were entered into the record, including findings in the Louisville Historic Preservation Commission Staff Report.

NOW, THEREFORE, BE IT RESOLVED THAT THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF LOUISVILLE, COLORADO:

Does hereby recommend approval of the application for an alteration certificate for the property as described in the Staff Report and included in the attached Exhibit A:

PASSED AND ADOPTED this 24th day of February, 2025.

Lynda Haley, Chairperson

RESOLUTION NO. 3
SERIES 2025

A RESOLUTION MAKING FINDINGS AND RECOMMENDATIONS REGARDING A PRESERVATION AND RESTORATION GRANT AND A NEW CONSTRUCTION GRANT FOR THE LECOMTE HOUSE LOCATED AT 509 LAFARGE AVENUE.

WHEREAS, there has been submitted to the Louisville Historic Preservation Commission (HPC) an application requesting a preservation and restoration grant for the LeComte House, a historic residential structure located at 509 LaFarge Avenue on property legally described as Surface of Lots 14-15, Block 2, Acme Place, Town of Louisville, City of Louisville, State of Colorado; and

WHEREAS, the City Staff and the HPC have reviewed the application and found it to be in compliance with Section 3.20.605.D and Section 15.36.120 of the Louisville Municipal Code; and

WHEREAS, the HPC has held a properly noticed public hearing on the preservation and restoration and new construction grants; and

WHEREAS, the preservation and restoration work being requested includes making repairs to the existing structure; and

WHEREAS, the new construction work being requested includes construction of new additions to the existing structure; and

WHEREAS, the Historic Preservation Commission finds these proposed improvements will assist in the preservation of the LeComte House, which is to be landmarked by the City;

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF LOUISVILLE, COLORADO:

1. The Historic Preservation Commission recommends the City Council approve the proposed Preservation and Restoration Grant and New Construction Grant application for the property, in the amount of **$55,000.00** for work as described in the attached Exhibit A.

PASSED AND ADOPTED this 24th day of February, 2025.

Lynda Haley, Chairperson

City of Louisville
COLORADO · SINCE 1878

Community Development

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HISTORIC PRESERVATION APPLICATION

CASE NO: _____

PROPERTY INFORMATION

Address: 509 La Farge Ave

Year of Construction: 1910

Legal Description: SURF OF LOTS 14-15 BLK 2 ACME PLACE

Landmark Name and Resolution (if applicable):

TYPE(S) OF APPLICATION

- ☐ Probable Cause/Historic Structure Assessment
- ☑ Landmark Designation
- ☑ Historic Preservation Fund Grant
- ☐ Historic Preservation Fund Loan
- ☑ Landmark Alteration Certificate
- ☐ Demolition Review
- ☐ Other:

APPLICANT INFORMATION

Name: Erik Weissenberger & Tonya Johnson

Company:

Address: 509 La Farge Ave
Louisville, CO 80027

Telephone:

Email: eweissenberger@yahoo.com

REQUEST SUMMARY

(Attach additional pages if necessary)

Landmark property. Alteration certificate for addition and exterior improvements. Grant application for preservation

OWNER INFORMATION

Name: Same

Company:

Address:

Telephone:

Email:

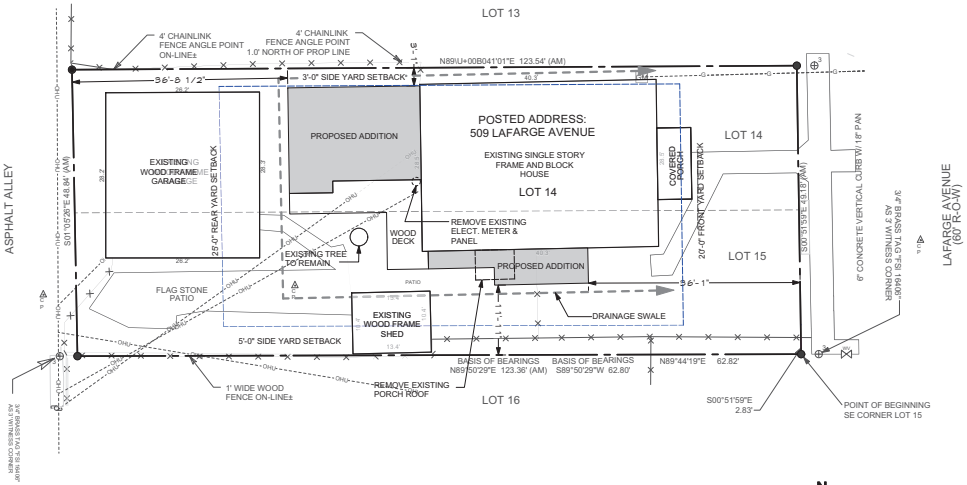
SIGNATURES AND DATES

Erik Weissenberger & Tonya Johnson
Applicant Name

Applicant Signature 12/27/24 Date

Erik Weissenberger + Tonya Johnson
Owner Name

Owner Signature 12/27/24 Date



PROPOSED SITE PLAN

1"=10'-0"

SITE PLAN BASED ON IMPROVEMENT SURVEY PLAT PREPARED BY FLATIRONS, INC. CONSULTANTS DATED: 10/22/2009

PROJECT INFORMATION

LEGAL DESCRIPTION:
SURF OF LOTS 14-15 BLK 2 ACME PLACE

JURISDICTION:
LOUISVILLE

ZONING
Zone District: Old Town Overlay

PROJECT DESCRIPTION:
Alteration and addition to existing single family residence.

BUILDING CODES:
2018 International Residential Code (IRC)
2021 International Energy Conservation Code (IECC)
2023 National Electrical Code (NEC)

PROJECT DATA

LOT SIZE (SF)	6,050
LOT COVERAGE ALLOWED (45% Landmark)	2,723
FLOOR AREA RATIO ALLOWED (50% Landmark)	3,025

FLOOR AREA	SF
Basement	NA
1st Floor (Existing)	1,016
Garage (Existing)	683
Shed (Existing)	126
Kitchen Addition	123
Primary Suite Addition	353
Total	2,301

LOT COVERAGE	SF
House (Existing)	1,116
Front Porch (Existing)	50
Garage (Existing)	728
Shed (Existing)	135
Kitchen Addition	130
Primary Suite Addition	375
Total	2,534

PROJECT DIRECTORY

OWNER
Erik and Tonya Weissenberger
506 LaFarge Ave
Louisville, CO 80027

ARCHITECT
Stewart Architecture
1132 Jefferson Ave.
Louisville, CO 80027
Contact: Peter Stewart 303-665-6668

BUILDER
Raimo Construction
127 Shale Ridge Rd.
Berthoud, CO 80513

DRAWING INDEX

ARCHITECTURAL DRAWINGS

1. PROPOSED SITE PLAN
2. CRAWL SPACE (EXISTING & PROPOSED)
3. MAIN FLOOR (EXISTING & PROPOSED)
4. ELEVATIONS (EXISTING & PROPOSED)
5. ELEVATIONS (EXISTING & PROPOSED)

stewart ARCHITECTURE
1132 JEFFERSON AVE.
LOUISVILLE, CO 80027
303. 665. 6668

WEISSENBERGER RESIDENCE
509 LA FARGE AVE

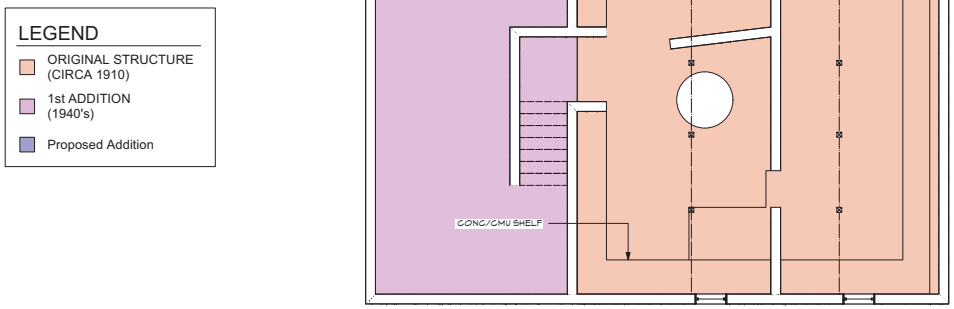
SURF OF LOTS 14-15 BLK 2 ACME PLACE

Issue:		
Date	Comments	Init.
12/30/24	Application	PS
02/03/25	Rev-1 App	PS

LANDMARK ALTERATION CERTIFICATE APPLICATION

Sheet Title
Proposed Site Plan

Sheet No.
1 of 5

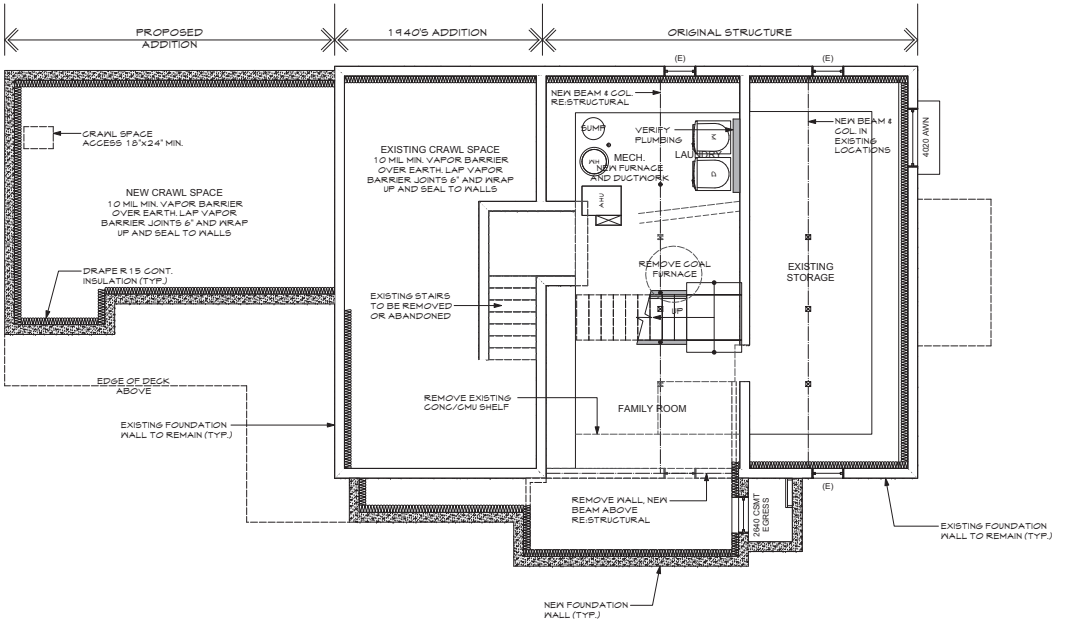


LEGEND

- ORIGINAL STRUCTURE (CIRCA 1910)
- 1st ADDITION (1940's)
- Proposed Addition

EXISTING CRAWL SPACE PLAN

1/4"=1'-0"



PROPOSED CRAWL SPACE PLAN

1/4"=1'-0"

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303. 665. 6668

WEISSENBERGER RESIDENCE
509 LA FARGE AVE

SURF OF LOTS 14-15 BLK 2 ACME PLACE

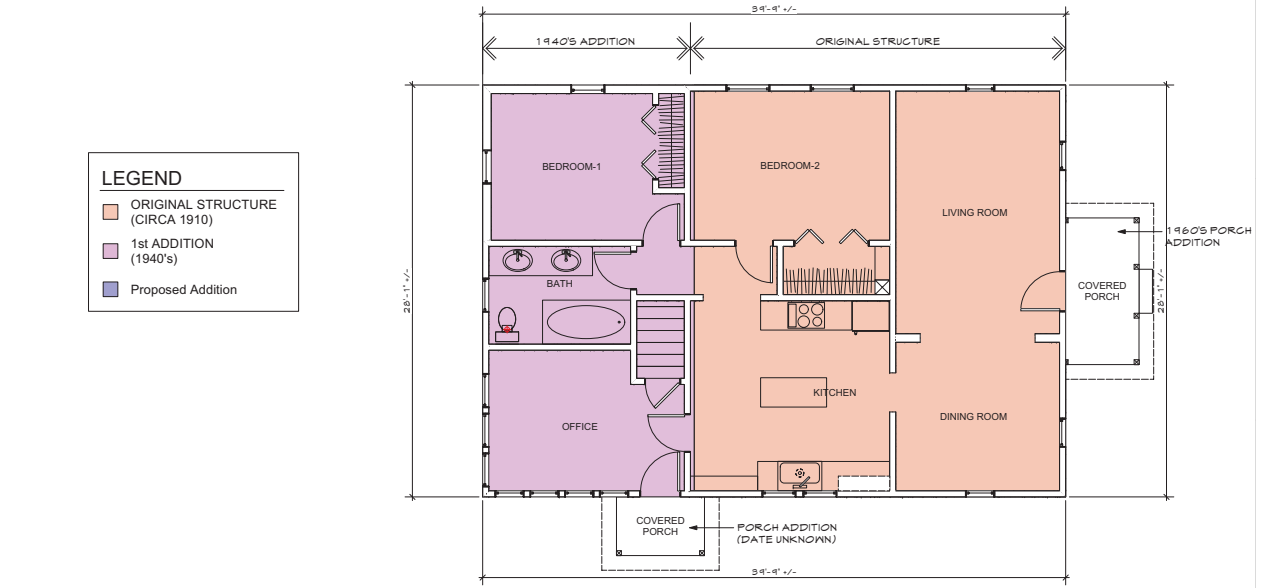
Issue:

Date	Comments	Init.
12/30/24	Application	PS
02/03/25	Rev-1 App	PS

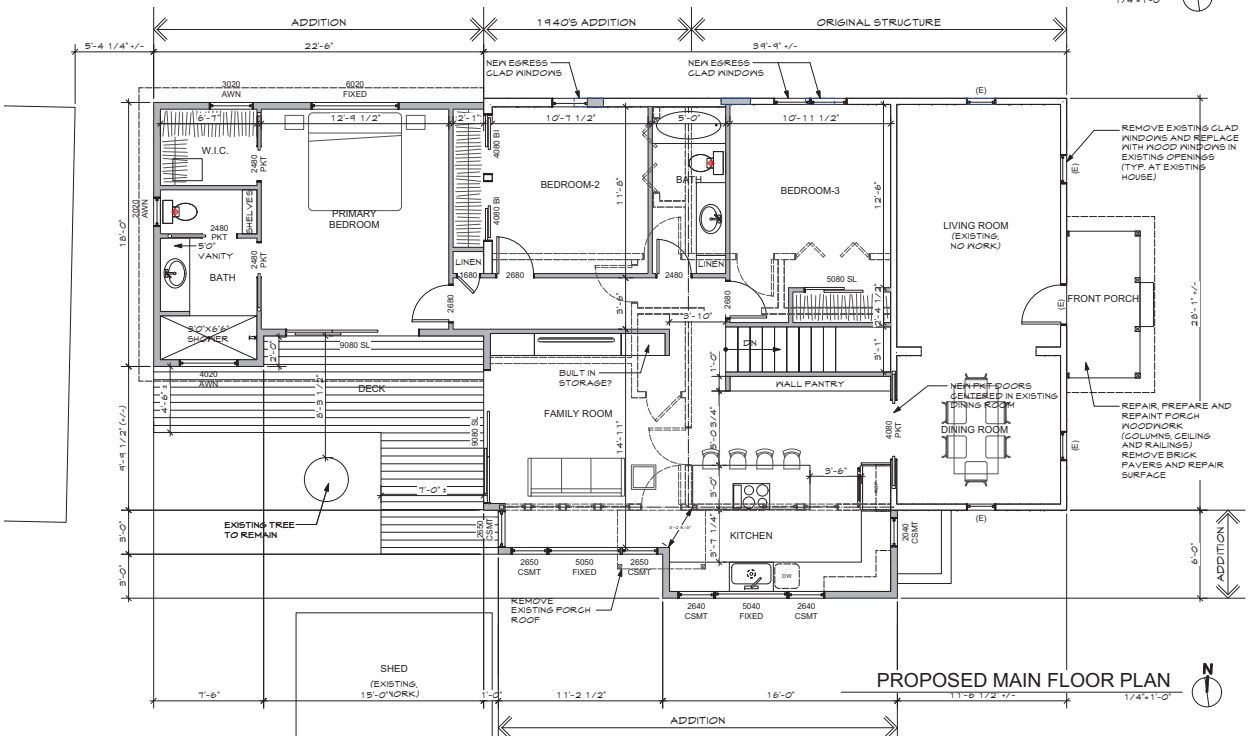
LANDMARK ALTERATION CERTIFICATE APPLICATION

Sheet Title
Crawl Space
Existing & Proposed

Sheet No.
2 of 5



EXISTING MAIN FLOOR PLAN
1/4"=1'-0"



PROPOSED MAIN FLOOR PLAN
1/4"=1'-0"

stewart ARCHITECTURE
1132 JEFFERSON AVE.
LOUISVILLE, CO 80027
303. 665. 6668

WEISSENBERGER RESIDENCE
509 LA FARGE AVE
SURF OF LOTS 14-15 BLK 2 ACME PLACE

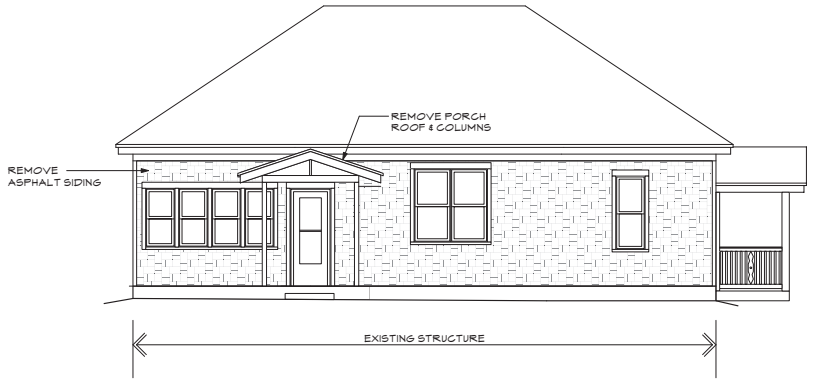
Issue:

Date	Comments	Init.
12/30/24	Application	PS
02/03/25	Rev-1 App	PS

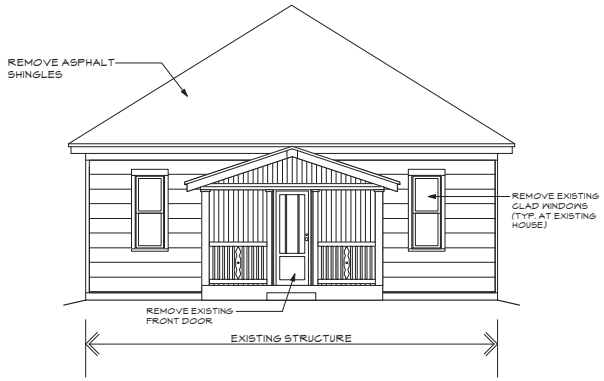
LANDMARK ALTERATION CERTIFICATE APPLICATION

Sheet Title
Main Floor
Existing & Proposed
Sheet No.
3 of 5

stewart ARCHITECTURE
1132 JEFFERSON AVE.
LOUISVILLE, CO 80027
303. 665. 6668



EXISTING SOUTH ELEVATION
1/4"= 1'0"



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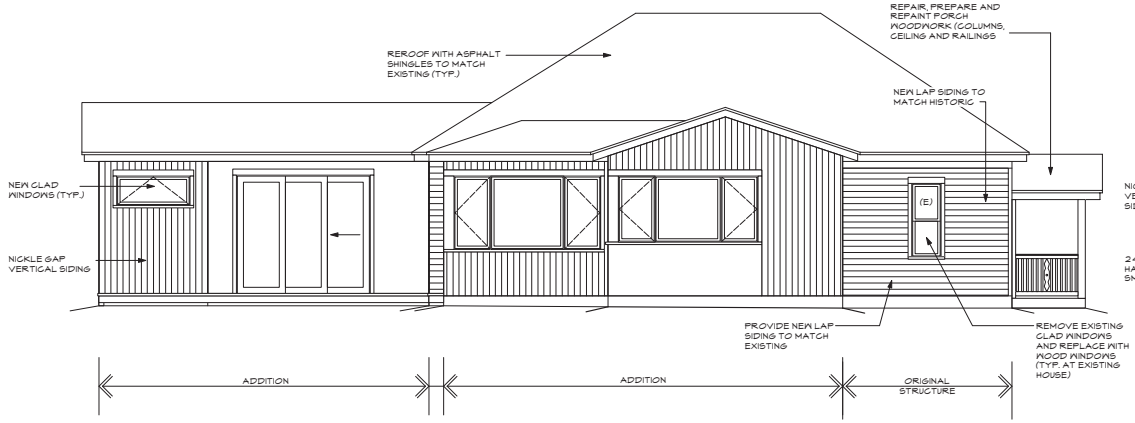
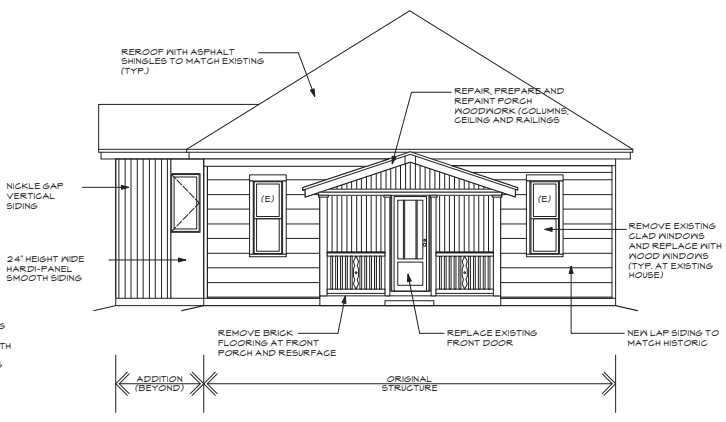


PROPOSED SOUTH ELEVATION
1/4"= 1'0"



PROPOSED EAST ELEVATION
1/4"= 1'0"

WEISSENBERGER RESIDENCE
509 LA FARGE AVE

SURF OF LOTS 14-15 BLK 2 ACME PLACE

Issue:

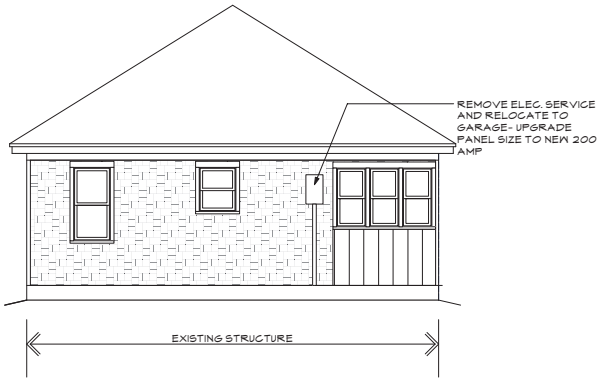
Date	Comments	Init.
12/30/24	Application	PS
02/03/25	Rev.1 App	PS

LANDMARK ALTERATION CERTIFICATE APPLICATION

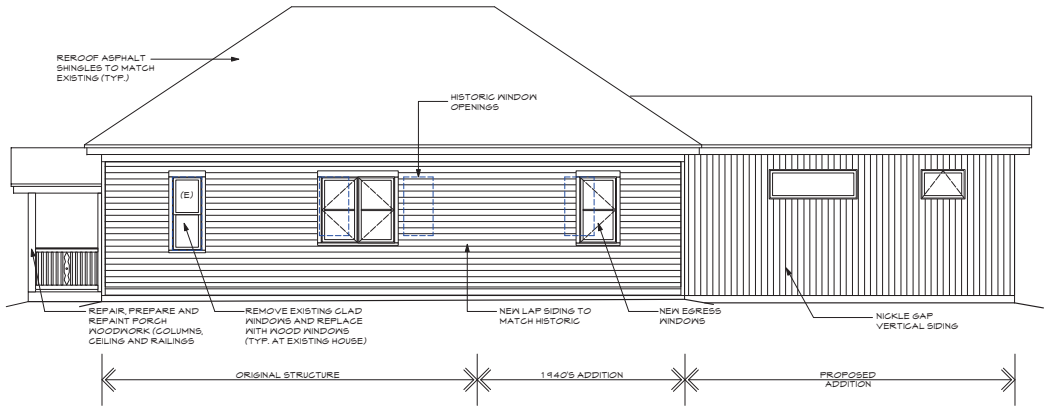
Sheet Title
Elevations
Existing & Proposed

Sheet No.
4 of 5

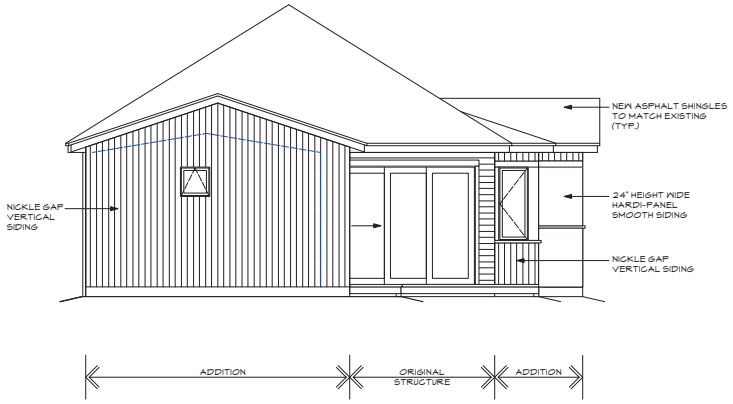
EXISTING NORTH ELEVATION
1/4"= 1'0"



EXISTING WEST ELEVATION
1/4"= 1'0"



PROPOSED NORTH ELEVATION
1/4"= 1'0"



PROPOSED WEST ELEVATION
1/4"= 1'0"

stewart ARCHITECTURE
1132 JEFFERSON AVE.
LOUISVILLE, CO 80027
303. 665. 6668

WEISSENBERGER RESIDENCE
509 LA FARGE AVE
SURF OF LOTS 14-15 BLK 2 ACME PLACE

Issue:

Date	Comments	Init.
12/30/24	Application	PS
02/03/25	Rev.1 App	PS

LANDMARK ALTERATION CERTIFICATE APPLICATION

Sheet Title
Elevations
Existing & Proposed
Sheet No.
5 of 5

stewart
ARCHITECTURE

MEMO

Date: November 4, 2024

Project: 509 La Farge Ave
Louisville, CO 80027

Preservation Scope of Work

Work limited to preservation, rehabilitation and restoration of the historic structure. Scope does not include any work associated with planned additions

Site Work:

- Improve drainage around structure

Structural Systems

- First floor: Add 2-beams in basement to support mid span of main floor joists. Include columns and concrete pad footings
- First floor: Reinforce floor joists in western crawl space
- Roof: Reinforce roof rafters by installing diagonal bracing to min span of rafters

Exterior Walls

- Remove asphalt siding, T-111 & fiber board lap siding.
- Repair or install new lap siding matching the structure's original siding. Include painting.
- Insulate all exterior walls

Roofing & Attic

- Replace asphalt shingle roofing
- Insulate attic to R60

Windows and Doors

- Replace 1990's era clad windows with wood windows
- Maintain existing entry & rear door. Provide new storm doors

Mechanical Systems

- Remove and replace converted coal furnace.

Electrical Systems
- Upgrade electrical panel with a new minimum 200 amp panel

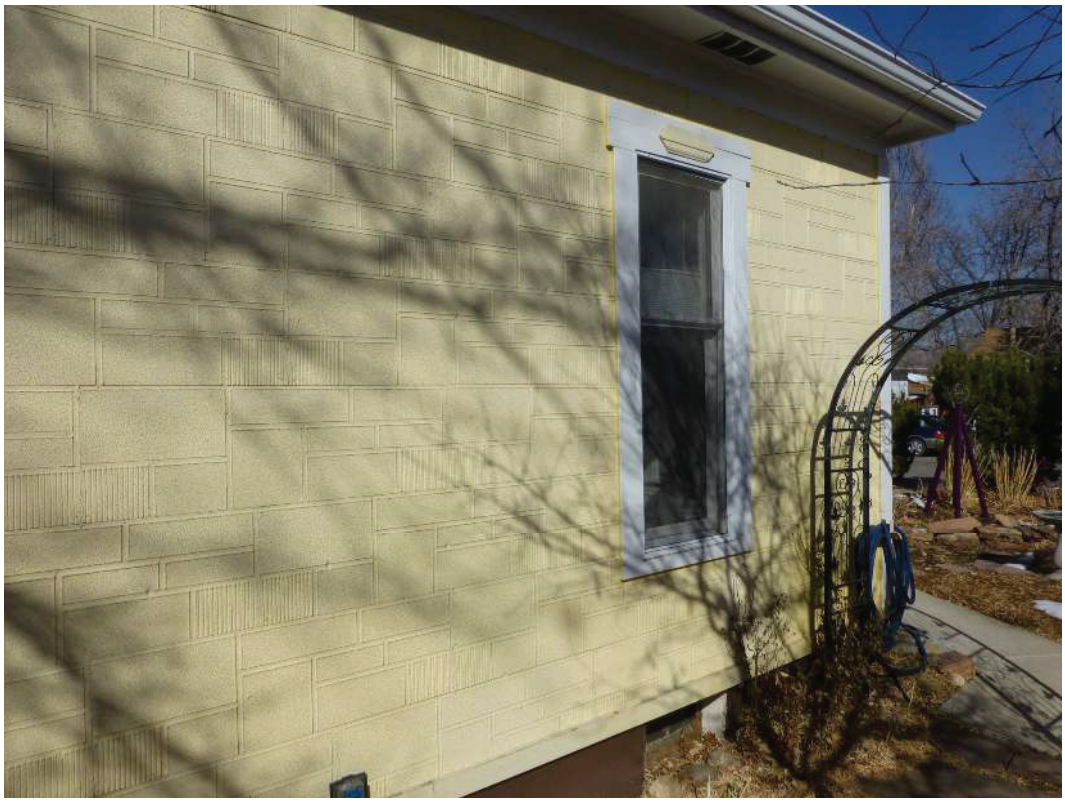
Appearances
- Entry Porch- restore wood columns, ceiling, and railings

Photos:

Improve drainage around structure

Replace beams supporting first floor structure

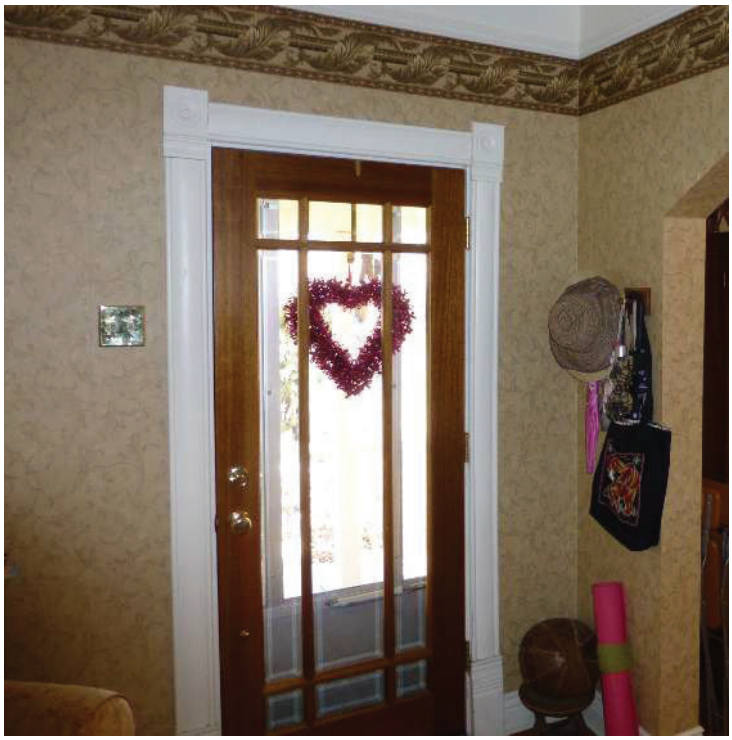
Reinforce roof rafters



Asphalt siding (painted)

Fiber board siding and T-111 siding

Aluminum-clad replacement windows



Entry door to remain- provide new storm door

Converted coal furnace

Entry porch

Raimo Construction, Inc.
Quality Building

December 29, 2024

Peter Stewart
Stewart Architecture

Project Address: 509 La Farge Ave.
Louisville, CO 80027

Preservation Scope of Work – Estimated Cost Analysis

Work limited to preservation, rehabilitation and restoration of the historic structure. Scope and related estimated costs provided do not include any work associated with planned additions.

- Site Work: Improve drainage around entire existing house by removing and replacing fill as needed and creating drainage sloped away from structure.

Machine time with mobilization:	$2,300.00
Materials:	$ 750.00
Labor:	$ 650.00
Estimated Cost:	$3,700.00

- Structural Systems:
  - First floor: Cut and remove portions of existing basement slab. Demo and excavate existing footings. Form and pour new 3 x 3 concrete footings, 12" thick. Add two beams in basement to support mid span of main floor joists with new footings and columns.
    Estimated Cost of Materials & Labor: $12,680.00

  - First floor: Reinforce floor joists in western crawl space. Add new support beam, footers and columns.
    Estimated Cost of Materials & Labor: $6,800.00

  - Roof: Reinforce roof rafters by installing diagonal bracing to min span of rafters.
    Estimated Cost of Materials & Labor: $4,280.00

- Exterior Walls:
  - Remove and dispose of asphalt siding, T-111 and fiber board lap siding.
    Estimated Cost of Materials & Labor: $9,800.00

  - Install new lap siding matching the structure's original siding. Paint siding with one coat of primer and two coats of exterior paint.
    Estimated Cost of Materials & Labor – Siding: $10,480.00
    Estimated Cost of Materials & Labor – Painting: $ 9,650.00

  - Insulate all exterior walls with R21 cellulose insulation.
    Estimated Cost of Materials & Labor: $5,200.00

- Roofing and Attic:
  - ❖ Remove and dispose of existing asphalt shingle roofing. Install new asphalt roof shingles.
    Estimated Cost of Materials & Labor: $7,900.00

  - ❖ Insulate attic with R60 blown-in insulation.
    Estimated Cost of Materials & Labor: $3,590.00

- Windows and Doors:
  - ❖ Remove and dispose of existing 1990's-era clad windows and replace with new wood windows – Qty. 10
    Estimated Cost of Materials & Labor: $25,347.00

  - ❖ Maintain the existing rear door. Provide and install one new front entry door and two new storm doors.
    Estimated Cost of Materials & Labor: $6,875.00

- Mechanical Systems:
  - ❖ Remove and dispose of existing converted coal furnace. Install a new furnace and ductwork as necessary for a complete heating system.
    Estimated Cost of Materials & Labor: $18,280.00

- Electrical Systems:
  - ❖ Upgrade electrical panel to a new 200 amp panel.
    Estimated Cost of Materials & Labor: $4,465.00

- Appearances:
  - ❖ Existing Entry Porch – restore wood columns, ceiling, and railings.
    Estimated Cost of Materials & Labor: $9,485.00

Total Estimated Cost of Materials & Labor: $138,532.00

City of Louisville **Historic Preservation Program**

PRESERVATION & RESTORATION GRANT APPLICATION

APPLICATION MATERIALS REQUIRED (submit final docs to abrackett@louisvilleco.gov)

- [x] Application form (3 pages)
- [x] Separate list with detailed descriptions of proposed work
- [x] Alteration Certificate Application, if relevant (for work that alters the exterior of a property)
- [ ] Optional: Cover letter describing the proposal
- [x] Optional: Invoices, estimates, and other cost-related materials to support request

GENERAL INFORMATION

Site Address: 509 LaFarge Ave

Owner Name: Erik Weissenberger &Tonya Johnson

Owner Phone: _____

Owner Email: eweissenberger@yahoo.com

Owner Representative Name: Peter Stewart

Owner Rep. Phone: 303-665-6668

Owner Rep. Email: peter@stewart-architecture.com

FILLING OUT THE GRANT TABLE ON PAGE 2

Column 1: Give a title to each line item. Include the same title in your list of descriptions of the work so that it is clear which description corresponds to which estimate.

Column 2: Provide the total cost of the line item.

Column 3: Check if relevant. Work completed within the past 5 years prior to landmarking is eligible for grants.

Total Project Cost: Fill in the total cost of all of the line items.

Half of Total: Divide the total project cost in half. This becomes your Total Grant Request. Preservation & Restoration Grants are 50/50 matching grants.

Grant requests greater than maximum allowed: If the Total Grant Request is greater than the maximum allowed, you must submit a letter describing your request. Applications for grants above the maximum must begin with a specific meeting with staff to discuss the request above maximum.

GRANT TABLE

1	2	3
Title of Line Item	**Total Cost of Line Item**	**Check box if work will be completed prior to hearing.**
Site Work: Improve drainage around entire existing house	$3,700	☐
Structural Systems First Floor: Reinforce floor joists and provide new beams Roof: Reinforce roof rafters	$23,760	☐
Exterior Walls: Painting, new siding, and new insulation	$35,130	☐
Roofing and Attic: Provide new asphalt shingles and R-60 insulation	$11,490	☐
Windows & Doors: Replace existing windows with wood windows	$30,922	☐
Mechanical Systems: Install new furnace and ductwork	$18,280	☐
Electrical Systems: Upgrade electrical panel to 200 amp	$4,465	☐
Appearances: Front Porch- restore columns, ceiling and railings	$9,485	☐
		☐
		☐
Total Project Cost:	$137,232 ($80,000 Maximum)	
Half of total:	$40,000.00	**← Total Grant Request**
If Total Grant Request is greater than the maximum allowed, you must first meet with staff as part of the application process.		

The Property Owner (or Grantee) hereby agrees and acknowledges that:

A. Funds received as a result of this application will be expended as reimbursements of up to half of actual expenses and must be completed within established timelines.

B. Awards from the Historic Preservation Fund may differ in type and amount from those requested on an application.

C. Recipients must submit their project for any required design review by the Historic Preservation Commission and acquire any required building permits before work has started.

D. All projects are subject to zoning and building code review and approval of a grant does not constitute building permit approval.

E. All work approved for grant funding must be completed even if only partially funded through this incentives program.

F. Unless the conditions of approval provide otherwise, disbursement of grant or rebate funds will occur after completion of the project and shall be accompanied by proof of payment. Reimbursements are processed as payments to the Property Owner or Grantee.

G. The incentive funds may be considered taxable income and Applicant should consult a tax professional if they have questions.

H. The grant application will be reviewed in accordance with all relevant City policy, including but not limited to the categories of eligible expenses described below.

Eligible expenses fall into one or more of the categories below. Interior improvements for protection, stabilization, or code-required work are eligible for grants. Other interior improvements are not.

- **Preservation** applies methods to sustain existing form, integrity, and materials. Approved work focuses on repairing exterior historic materials and features rather than extensive replacement and new construction.
- **Rehabilitation** facilitates new uses and standards for a building through repair, alterations, and additions that preserve those portions or features that convey its historical, cultural, or architectural significance. Rehabilitation acknowledges the need to alter or add to a historic property while retaining the property's historic character. Upgrading mechanical, electrical, and plumbing systems and other code-related work may be considered rehabilitation.
- **Restoration** accurately depicts the form, features, and character of a property as it appeared at a particular period of time. Approved work focuses on exterior work and includes the removal of features from other periods in its history and reconstruction of missing features from the restoration period.

SIGNATURES AND DATES

Erik Weissenberger & Tonya Johnson 01/14/2025

Owner (or Grantee) Signature Date

If Grantee is not Property Owner, describe relationship to property:

CITY USE ONLY – INTAKE VERIFICATION

- ☐ Table is filled out completely
- ☐ List of Line Item Descriptions is attached
- ☐ Title of Line Items matches Line Item Description Addendum
- ☐ Accompanied by Alteration Certificate, if needed
- ☐ Line items correspond to one of the 3 eligible categories (preservation, restoration, rehabilitation)
- ☐ Applicant has met with staff if grant request is above maximum allowed

stewart
ARCHITECTURE

February 3, 2025

Emily Cline-Gibson, Planner II
City of Louisville
749 Main Street
Louisville Colorado 80027

RE: 509 La Farge Ave., Historic Landmark Application, Alteration Certificate Application, & Grant Applications.

Ms. Cline-Gibson,

On behalf of the property owners, Tonya Johnson and Erik Weissenberger, I am pleased to submit this Historic Landmark request. Thank you for meeting with us last week to review the applications. The grant requests we discussed have been revised and are attached.

Grant request summary:

Landmark Preservation Grant request: $40,000
A significant portion of the existing historic structure will be preserved. I reviewed and included recommendations as outlined in the Historic Structure Assessment, dated January 7, 2016. That report was not very detailed, so my office conducted additional assessment work and further developed a preservation plan. An outline of our recommendations is described in the attached Preservation Scope of Work Memo and drawing set**.** The total costs of the preservation work needed is $137,232. Because the costs exceed the maximum the grant requested has been lowered to match the prescribed maximum.

New Construction Grant Request: $15,000
The existing single-story structure is modest in size at 1,116 square foot (SF), containing two bedrooms and one bath. (see attached drawings of the existing house) The owners hope to add an additional bedroom, bath, and update the kitchen for their use and improved livability of the house. My office investigated various approaches including a 2nd story addition over the rear two- thirds of the house. While this scheme preserved more yard space it also had a significant impact on the visual scale and character of the house. The alternate approach, reason for the grant request, is to locate a single-story addition to the rear of the structure to preserve the historic structure's hip roof lines which is a character defining element of the house. The proposed rear addition's height is approximately 14 feet, 6-feet lower than the existing structure height of 20-feet. The proposed added floor area is approximately 476 SF, increasing the main

floor total to 1,592 SF. The FAR allowed by zoning is 3,025 SF. The total proposed floor area on the property, including the house, shed, and garage is 2,301 SF, which is approximately 24% less than what is allowed by zoning.

Thank you for your assistance throughout this application process. Please reach out if you have any questions or need any additional information.

Thank you,

Peter Stewart
Stewart Architecture

cc: Tonya Johnson and Erik Weissenberger

Louisville Historical Museum
Department of Library & Museum Services
City of Louisville, Colorado
July 2015

City of Louisville
COLORADO • SINCE 1878

509 La Farge Ave. History

Legal Description: Lots 14 & 15, Block 2, Acme Place Addition

Year of Construction: circa 1910 (see discussion below)

Summary: The house at 509 La Farge was relocated from nearby Superior and was the home of Slovak, French, and other families. It was featured in the book *Lost Superior: Remembering the Architectural Heritage of a Colorado Coal Mining Town* by the Superior Historical Commission, published in 2004.

The Louisville Area's History of Relocated Buildings

Residents of the Louisville area have long engaged in the practice of relocating buildings, particularly small, wood frame houses. This practice was described in an article in *The Louisville Historian*, viewable here: http://www.louisville-library.org/Portals/1/pdf/Louisville%20Historian/2011-4_Fall.pdf .

History of the House in Superior, Colorado; Discussion of Date of Construction

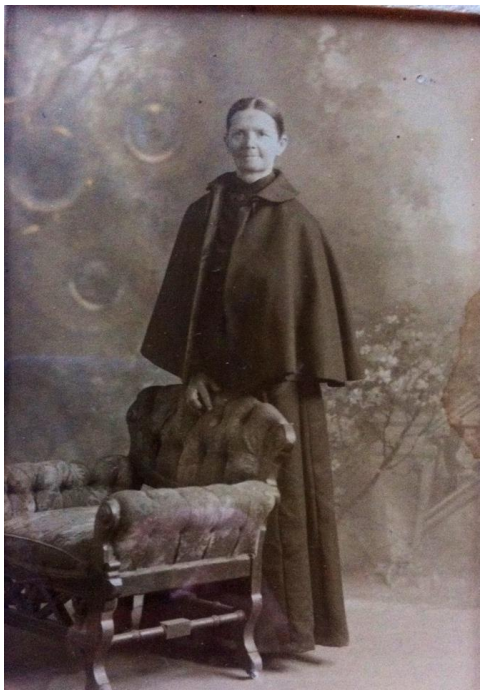
The house at 509 La Farge was originally located at 107 W. William St. in original Superior, Colorado, according to the book *Lost Superior*. The legal description of that property was Lot 9, Block B. No photos showing the house in its original location could be located for this report.

William Hake filed the plat of Superior with Boulder County in 1895. He died in 1900 and his son, Charles Hake, sold off lots that William Hake had owned. Charles Hake sold Lot 9, Block B in 1901 to Joe (or Jioseppe) Quero (or Querio). Quero had previously, in 1899, acquired Lot 8 from Hake. The 1900 census shows him to be living in Superior in a house that he owned, presumably on Lot 8. According to the census records, Joe was born in Italy and was age 31; his wife, Theresia, was born in Italy and was age 26; and their children, Domenica and John, were 4 and 2 months. Joe worked as a coal miner.

When Joe Quero bought Lot 9, it was presumably to supplement his property on Lot 8. However, by 1902, he and Theresia had decided to sell Lot 9 to Mary Phillips.

Information on Ancestry.com indicates that Mary Phillips (c. 1850-1929) was originally Mary Vidia, born in Slovakia. Her husband, Martin Phillips (1844-1917), also from Slovakia, worked at the Industrial Mine in Superior. His original surname was "Filip." They came to the US in the 1890s with their children.

At the time of the 1910 census, Mary Phillips was living alone in a house on William Street that was presumably the house that was later moved to 509 La Farge. She was listed as the owner of the house, and available property records do not indicate that she was the owner of other property at the time. She was also listed as being divorced. The following photo of Mary Vidia appears in an Ancestry.com family tree:



Boulder County's online records give 1910 as the house's date of construction. The County Assessor card from 1948 does not include anything written for the date of construction, but simply states that the house is "½ old house ½ new all in good repairs now." However, the County has sometimes been found to be in error with respect to the date of construction of houses in the area, so other evidence is looked to. In this case, Mary Phillips purchased what is assumed to be an empty lot by a deed recorded in 1902 and appeared in the 1910 census as a likely resident of the house that would later be moved to 509 La Farge. Specific evidence that she was living in a house at this location before 1910 could not be found. Also, no maps of Superior that might show the existence of the house by a certain date could be located. In the absence of other evidence, the estimated date is "circa 1910," with the recognition that the County may have been estimating the date and that the house could have been constructed earlier.

At some point, Mary Phillips also acquired Lot 8. Unfortunately, the online property records do not show the date when this occurred. However, at the time of the 1920 census, Mary Phillips was living on William Street in a house she owned, as did her son, Martin Phillips Jr., and his wife, Theresa. It appears that they may have been living in houses next to one another, one on Lot 8 and one on Lot 9.

In 1924, Mary Phillips conveyed ownership of Lots 8 and 9 to her daughters, Mary Haszier and Anna Chapman. Anna transferred her ownership to Mary Haszier alone. In 1938, Mary Haszier sold Lot 9, where the house in question was located, to Harry and Edith Abbott. It is possible that the Abbots had already been renting the house from Mary Haszier, who lived elsewhere.

Harry Abbott (1889-1961) worked as a butcher at the Superior Mercantile Company, a general store. He and his wife, Edith (c. 1907-unknown) had sons Eugene and Alvin. By a deed recorded in October 1939, the Abbotts sold Lot 9 to August and Nellie LeComte. Meanwhile, August LeComte purchased Lots 14 & 15, Block 2 of Acme Place in Louisville by a deed recorded in May 1940. This is the parcel to which he moved the house from Superior. (He also purchased the lots next door, Lots 12 & 13, which is 517 La Farge, and transferred ownership in them to his stepson.)

According to previous owners of 509 La Farge, August and Nellie LeComte lived in the house while it was at 107 W. William Street from 1940 until 1943. The 1940 census records do show August and Nellie LeComte to be living in Superior, although the street name was not stated.

History of the House After Its Move to 509 La Farge

Development of the Acme Place Addition

In 1893, John Connell, who had helped to establish the Acme Mine at what is now the corner of Roosevelt and Hutchinson, platted the subdivision of Acme Place. It covered what are now the 500 blocks of Lincoln, Grant, Jefferson, and La Farge Avenues. The Acme Place subdivision was only the fourth addition to Original Louisville and was likely developed due to its proximity to the Acme Mine that was started in 1888. The 1909 Drumm's Wall Map of Louisville shows that the 500 blocks of Lincoln and Grant were well populated with houses by 1909, but the 500 blocks of Jefferson and La Farge, which were located quite close to the mine and parts of which were within the fenced enclosure, had few houses at that time. Boulder County Property records indicate that the land that Connell used to establish Acme Place had been acquired directly from the Acme Coal Mining Company. A full historical report on the Acme Mine is here: http://www.louisville-library.org/Portals/1/pdf/History%20Reports/AcmeMine_HistoryReport.pdf .

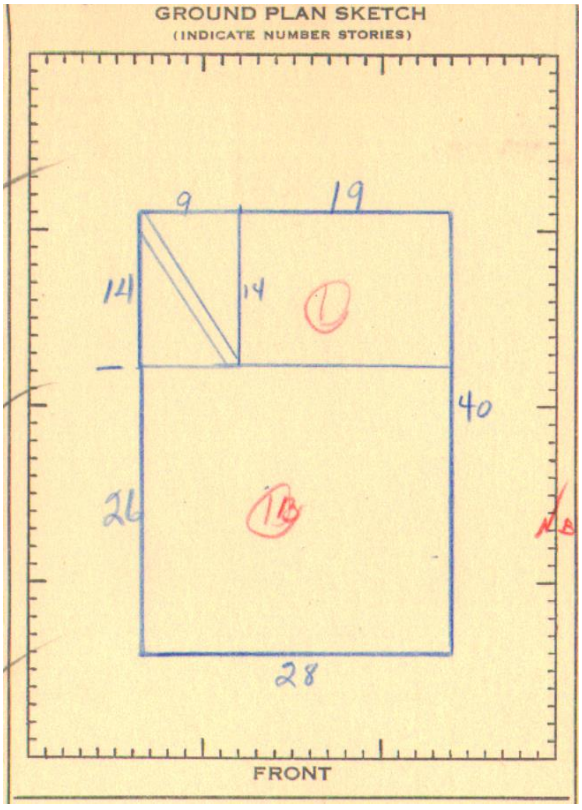
LeComte Ownership – to 1966

According to all available information, August and Nellie LeComte moved the house in 1943, although no official records documenting the move could be located for this report. However,

the following aerial photo from the Carnegie Branch Library for Local History in Boulder, which is believed to have been taken in the early 1940s, shows the house in its new location at 509 La Farge with few houses near it. It appears that the house did not yet have an addition.

August LeComte (1886-1951) was born in France and came to the US as a child with his family in about 1890. He married Nellie Bodhaine (1889-1962) in 1918. She had been born in Colorado. August worked as a coal miner. Their daughter, Alice LeComte Morrison, lived from 1919 until 2009.

The following images include the photo and the ground layout sketch from the 1948 County Assessor card:


GROUND PLAN SKETCH
(INDICATE NUMBER STORIES)
9
19
14
14
1
40
26
1
28
FRONT

Directories from 1945 until 1959 show the LeComte family to be living at 509 La Farge. In 1961, Nellie LeComte conveyed ownership of 509 La Farge to her daughter, Alice, and Alice's husband, William Morrison.

Delka Ownership – 1966 - 1984

In 1966, the Morrisons sold the house to Harry Delka (1892-1977) and Myrtle Delka (1898-1984). They had previously been living in Boulder. Records indicate that the Delkas lived in the house while they owned it.

The following photo from the collection of the Historical Museum shows 509 La Farge in the circa 1960s-1970s:

Staffel Ownership – 1984-2005

In 1979, Myrtle Delka transferred ownership of the house to herself and her two surviving adult children. In 1984, following her death, they sold the house to Gerry and Terry Staffel.

Terry and Gerry Staffel, who owned the house and lived in it from 1984 until 2005, compiled the following information about the house in the mid-1980s, according to Historical Museum records. The Staffels were able to talk with Alice LeComte Morrison about the house.

> In 1940, August and Nellie LeComte bought the house from Harry and Edith Abbott in Superior and lived in it until 1943. At that time the house had four rooms that included a kitchen, front room, dining room and one bedroom. There was also a pantry.

> In 1943 the LeComtes moved the house to LaFarge Avenue in Louisville. Mr. LeComte added a bedroom, bathroom and sunporch onto the house. The pantry became a hall way to the two bedrooms and built-in cupboards were added to replace the pantry. The cellar entrance, which was originally on the outside of the house, was now within the sun porch area.
>
> … We bought this house from the Delkas in 1984. The only major change we have made is to recover the original oak floors in the main part of the house. In all the rooms, except the kitchen, it was just a matter of removing he old carpeting. The kitchen floor had linoleum tar papered to the oak, with carpeting later glued on top of the linoleum.
>
> The back three rooms were added after the house was moved here from Superior. You can notice where the pine floors start in the hallway by the kitchen.
>
> Inside the kitchen cabinets, you can see the original wainscoating, which is now covered by wallpaper and birch paneling.
>
> Many of the light fixtures, the wide baseboard around the floors and the mouldings around the doors and windows, are original.
>
> We have added a shower and tiles to the bathroom.
>
> In the basement, you will find the octopus-arm furnace and a few items associated with coal heating. The furnace has been converted to gas. The coal room and the fruit cellar are now used for storage.

The house was one of the five homes on the Holiday Home Tour, organized by the Louisville Historical Museum and Louisville Historical Commission, in 2003.

The book *Lost Superior: Remembering the Architectural Heritage of a Colorado Coal Mining Town* by the Superior Historical Commission came out in 2014 and included a page about 509 La Farge as a relocated house that was moved from Superior to Louisville. It included the following text and photo taken by Doreen L. Ruffe in 2004:

> This is a typical hipped box mine camp house which usually had a front porch. The original porch has been altered but the original form and scale are intact. It appears as though the original wood siding has been covered with vinyl siding.

Weissenberger Ownership – starting 2005

In 2005, Erik and Tonya Weissenberger purchased 509 La Farge from Gerry and Terry Staffel. The Weissenbergers are the current owners.

The preceding research is based on a review of relevant and available online County property records, census records, oral history interviews, Louisville directories, and Louisville Historical Museum maps, files, obituary records, and historical photographs from the collection of the Louisville Historical Museum.

509 LaFarge Avenue
Louisville, CO
Historic Structure Assessment

7 January 2016

May Yin Architecture, Inc.
3016 9TH St
Boulder, Co 80304
303 443 2407
lomay@may-yin-architecture.com
WWW.MAY-YIN-ARCHITECTURE.COM
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view of front/east today

View from northeast corner

Rear/ west view

Exhibit A

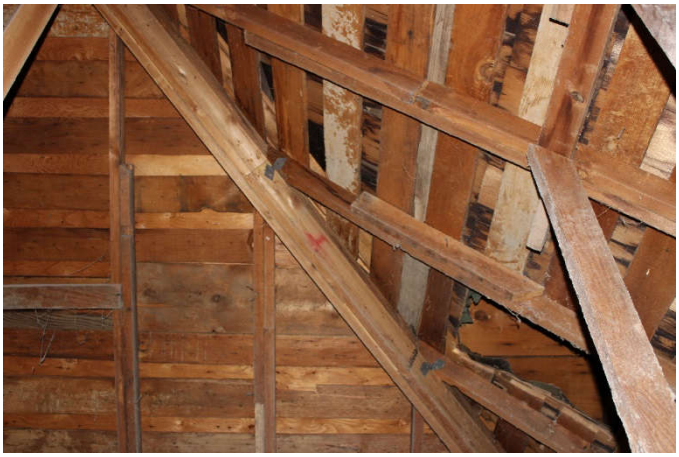

Exhibit B

Exhibit C

Exhibit D

Exhibit E

Rapid Visual Screening
Existing Condition Assessment

City: Louisville, CO
Building: principal structure (house) at 509 LaFarge Ave.

A - New *B - Good* *C- Fair* *D - Poor*

Date: 1/7/2016

orig bldg = original house built circa 1910
add'n = post 1940 rear addition

Item	Building Component	Reviewer	Components (Description)	Observations (Unusual)	Condition				Expected Life Span (Yrs)			Category (Issues)			Recommendations*	Approximate Cost*
					A	B	C	D	Now	5-10	20-25	Code	Repair/ Maint.	Other		
A	**SUBSTRUCTURE**															
A1	**Foundations/ Basement**															
			Orig Bldg: basement foundation wall - conc w/ a few bricks in at least one location & some CMU. Footing not visible. Nearly continuous 6" thick, approx 4'-6" tall, CMU retaining wall about 2' inside of foundation wall. Grade between retaining wall & foundation wall is capped w/ grout. Add'n: crawl space foundation wall covered by rigid insulation, small amount visible appears to be concrete. Basement floor - multi levels of concrete or concrete mud except @ east where there is an earth floor.	Extent of retaining wall inside foundation wall (Exhibit A): Perhaps basement was dug later. No significant cracking visible, foundation would be considered A condition except that entirety of foundation is not visible.		X					X				X	If renovation work is to be done depth & size of footing must be determined to ensure existence of footing & that it extends below frost line & is of adequate size.	
A2	**Floor Construction**															
			Orig Bldg: 2x6 floor joists @ 24" o.c. average, span front to rear, no subfloor, 3 1/4" wood T&G finish flooring visible from basement, 2nd layer of finish flooring 2 1/4" exposure oak oriented parallel to joists visible from 1st floor. Perpendicular wood 4x4 beams on 3 1/2" x 6" wood posts & one 5" diameter tree trunk with bark. Add'n: Low crawl space makes it difficult to see but joists appear to be same size/spacing/orientation, 1x diagonal wood board subfloor. Finish flooring visible from 1st floor appears to be maple, 2 1/4" exposure, front to rear orientation.	A section of one of a beam has been cut out for plumbing & a 2x is lapped onto the ends of the beam at bottom where the excision was made.		X					X	X				Unlikely to meet current day building code, under sized, but as long as the structure is not altered nor loads added then it should remain stable.	

B	**SHELL**															
B1	**Roof Construction**		**Components (Description)**	**Observations (Unusual)**	**Condition**				**Expected Life Span (Yrs)**			**Category (Issues)**			**Recommendations***	**Approximate Cost***
			Orig Bldg: 2x4 rafters & hip beams @ approx 24" o.c. (visual guess), 2x4 hip beams have 2-2x beams fastened to underside, 1x boards w/ wide gaps sheathing, OSB/plywood additional layer of sheathing. Sections cut out of sheathing @ the west pitch to facilitate ventilation of attic. 2x4 ceiling joists w/ wood lath. (Exhibit B) Add'n: 3x6 rafters & hip beams @ approx 24" o.c. (visual guess), 1x board sheathing w/ no gaps. Both areas have about 4" of old loose cellulose insulation at ceiling, and vertical wood braces @ long span rafters at various points along spans.	Orig Bldg: long rafters are not continuous, comprised of 2 members overlapping.		X					X					Unlikely to meet current day building code, under sized, but as long as the structure is not altered or loads added then it should remain stable. Adding attic insulation can cause roof to take on more snow load. Consult structural engineer prior to significantly increasing insulation.	

B2	**Roofing**		**Components (Description)**	**Observations (Unusual)**	**Condition**				**Expected Life Span (Yrs)**			**Category (Issues)**			**Recommendations***	**Approximate Cost***
			Asphalt shingle roofing at least 10 years old, good condition.	Visible, though small, warp in roof plane @ junction between orig bldg & add'n.		X				X				X	Unknown if roofing meets current day code however a best guess is that it does not meet resistance to tear off from wind requirements. No need to replace until the roof begins to lose shingles and/or leak, or replace in approx. 5 years as preventive measure.	

Rapid Visual Screening
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Date: 1/7/2016

orig bldg = original house built circa 1910
add'n = post 1940 rear addition

Item	Building Component	Reviewer	Components (Description)	Observations (Unusual)	Condition				Expected Life Span (Yrs)			Category (Issues)			Recommendations*	Approximate Cost*
					A	B	C	D	Now	5-10	20-25	Code	Repair/ Maint.	Other		
B3	**Exterior Walls**		**Components (Description)**	**Observations (Unusual)**	**Condition**				**Expected Life Span (Yrs)**			**Category (Issues)**			**Recommendations***	**Approximate Cost***
	1st Floor		2x4 studs (owner memory) spacing unknown, sheathing unknown, original siding unknown. Front/east elevation sided with T-1-11 plywood at porch & wood grain impressed fiberboard lap siding with wide exposure to either side of porch. South, north & west elevations have what appears to be asphalt siding (Exhibit C). North elevation of add'n is sided w/ vertical V-groove wood? siding.	Structural condition is unknown but there is no evidence of moisture infiltration or failure, assume condition is good. Fiberboard siding is showing signs of detrioration from water penetration of siding where paint has come off (Exhibit D). Asphalt siding appears to be in good to fair condition.		X	X			X	X		X	X	Consider removing sidings to reveal old wood siding below, if it exists, for aesthetic reasons when it's time to replace fiberboard siding. If fiberboard siding is to be retained, keep well painted to increase longevity.	unknown
	2nd floor		NA													

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Item	Building Component	Reviewer	Components (Description)	Observations (Unusual)	Condition				Expected Life Span (Yrs)			Category (Issues)			Recommendations*	Approximate Cost*
					A	B	C	D	Now	5-10	20-25	Code	Repair/ Maint.	Other		
B4	**Exterior Windows**		**Components (Description)**	**Observations (Unusual)**	**Condition**				**Expected Life Span (Yrs)**			**Category (Issues)**			**Recommendations***	**Approximate Cost***
	Basement		3 light, wood windows. Steel coal chute cover remains on north side.	Windows have lost much paint, no longer operable.		X	X			X	X	X	X		Condition & life expectancy indicated vaguely b/c windows can have greater longevity if kept consistently painted. Most likely do not meet current day energy code requirements. Add storm windows to improve energy efficiency.	storms: $100-$200/window
	1st Floor		Older all wood windows are 3 over 1 light double hung, glazed glass, fitted w/ aluminum storm windows. Newer windows are vinyl clad wood, 1 over 1 light double hung, fitted with aluminum frame screens.	One older windows has a broken pane. Add'n older windows do not open or do not open well.		X					X	X	X		Older wood windows can be made more energy efficient & operable by stripping built up paint, repairing counterweights or other mechanisms, installing weather stripping, & adding storm windows. Custom wood storm windows will be more architecturally/historically consistent than aluminum or vinyl. Repair may seem expensive however when considering that replacement effects interior & exterior finishes repair of existing is a more feasible approach. Repair with storms windows can match new window energy efficiency.	restoration & custom storms: $800/window
	2nd floor		NA													
	Trim		Exterior - 1/2" or 5/8" thick flat wood. Interior - profiled /w rosettes @ upper corners, believed to be to have historical value.			X					X		X		Keep exterior trim painted to increase longevity. Unpainted wood should not be left exposed.	

B5	**Exterior Doors**		**Components (Description)**	**Observations (Unusual)**	**Condition**				**Expected Life Span (Yrs)**			**Category (Issues)**			**Recommendations***	**Approximate Cost***
	1st Floor		Front entry door - wood & glass, new w/ aluminum storm door. Add'n door @ south - wood with partial glass light, horizontal flat recessed panels (1 over glass light, 3 below).		X						X					

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Item	Building Component	Reviewer	Components (Description)	Observations (Unusual)	Condition				Expected Life Span (Yrs)			Category (Issues)			Recommendations*	Approximate Cost*
					A	B	C	D	Now	5-10	20-25	Code	Repair/ Maint.	Other		
	Trim		Front door - 5/4 flat wood trim. South door - 1/2" or 5/8" thick flat wood	South door - It appears that visible exterior trim may be applied over older trim, suggesting there is old wood siding below what's visible.		X					X				Keep wood trim well painted in order to increase longevity.	
B6	**Roof Openings**		**Components (Description)**	**Observations (Unusual)**	**Condition**				**Expected Life Span (Yrs)**			**Category (Issues)**			**Recommendations***	**Approximate Cost***
	(Skylights, Chimneys & Access Hatches)															
			Brick chimney venting furnace, transitioning to metal at roof or metal covers brick - unknown.			X					X				Watch for leaks where chimney penetrates roof. Repair immediately to avoid detrioration of wood structure & interior finishes.	

Rapid Visual Screening
Existing Condition Assessment

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Date: 1/7/2016

orig bldg = original house built circa 1910
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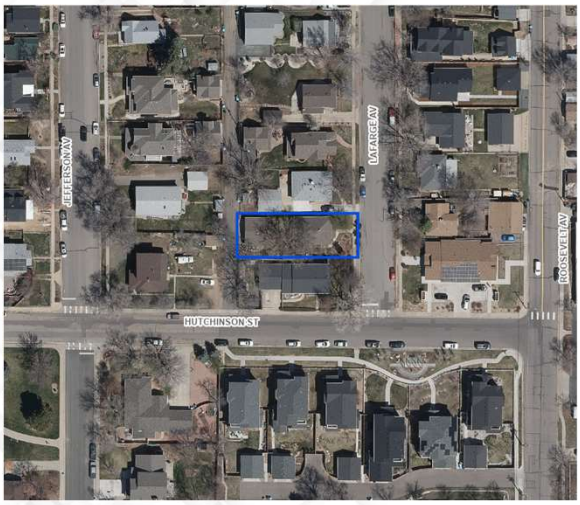
Item	Building Component	Reviewer	Components (Description)	Observations (Unusual)	Condition				Expected Life Span (Yrs)			Category (Issues)			Recommendations*	Approximate Cost*
					A	B	C	D	Now	5-10	20-25	Code	Repair/ Maint.	Other		
B7	**Porches**		**Components (Description)**	**Observations (Unusual)**	**Condition**				**Expected Life Span (Yrs)**			**Category (Issues)**			**Recommendations***	**Approximate Cost***
			Front porch - wood frame, T-1-11 plywood siding in gable, plywood finished ceiling, exposed rafter eaves, brick "tile" porch floor w/ "1924" pressed into one of the tiles, enclosed by simple wood rail w/ two decorative cut out balusters. South porch - wood frame, plywood finished ceiling, MDF (perhaps) finished eave soffits, plywood gable siding, concrete floor.	Front porch - brick tiles are unusual. Likely installed over concrete porchfloor. Is 1924 indicative of porch construction or tile installation date? Paint on wood is beginning to peel.		X					X		X			Repaint before exposed wood deteriorates. Keeping exterior wood well covered by paint increases longevity of wood.	
B8	**Exterior Trim/Ornamentation**		**Components (Description)**	**Observations (Unusual)**	**Condition**				**Expected Life Span (Yrs)**			**Category (Issues)**			**Recommendations***	**Approximate Cost***
			Flat wood trim. Minimal to no ornamentation. Profiled pieces of trim were added to window head trim @ front/east elevation. See description of front porch.	North east corner of roof eave - ends of mitered fascia trims at this corner are rotting. (Exhibit E)		X					X		X		Repaint before exposed wood deteriorates. Keeping exterior wood well covered by paint increases longevity of wood. Replace rotted eave fasica trim piece in entirety to avoid obvious short splices.	replacement of rotted eave fasica trims $200 to $500
C	**Site**															
C1	**Site Drainage**		**Components (Description)**	**Observations (Unusual)**	**Condition**				**Expected Life Span (Yrs)**			**Category (Issues)**			**Recommendations**	**Approximate Cost***
			Flat site, some pooling of water in rear yard in heavy rain, no water intrusion to basement. Owner has extended downspout drainage on north side only as a precaution.			X					X					

*Notes:
- Estimated costs assume no lead or asbestos present.
- Lead testing is noted for every area that includes a potential source of lead paint. A series of 3 tests, one for each of the sources of old paint (windows, doors, siding), would likely provide all the testing needed for the entire project.



City of Louisville

509 La Farge Avenue

Landmark, Alteration Certificate, and Grant Request

Public notice met as required.

City of Louisville

Landmarking

1948

Ca. 1960-1970s

- Ca. 1910
- Moved to Louisville from Superior in 1943
- Hipped pyramidal roof
- Mining history, French immigration history

2023

City of Louisville

Pres. & Rest. Grant Criteria

- Request: $40,000
- Requested work except for mechanical & electrical noted in HSA
  - *The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate.*
- Related to preservation, restoration, or rehabilitation

City of Louisville

Table 1. Summary of staff analysis of qualification of Preservation Grant requests under Reso. 17, Series 2019.

Requests		Analysis		Requested under extraordinary circumstances?
Description	Amount	Preservation, Restoration, or Rehabilitation?	In HSA?	
Site Work: Improve drainage around entire existing house	$3,700	Rehab.	✓	No
Structural Systems First Floor: Reinforce floor joists and provide new beams Roof: Reinforce roof rafters	$23,760	Rehab.	✓	No
Exterior Walls: New siding and new insulation	$35,130	Pres., Rehab.	✓	No
Roofing and Attic: Provide new asphalt shingles and R-60 insulation	$11,490	Rehab.	✓ (Insulation)	No
Windows & Doors: Replace existing windows with wood windows	$30,922	Rest.	✓	No
Mechanical Systems: Install new furnace and ductwork	$18,280	Rehab.		No
Electrical Systems: Upgrade electrical panel to 200 amp	$4,465	Rehab.		No
Appearances: Front Porch- restore columns, ceiling and railings	$9,485	Pres., Rehab., Rest.	✓	No
Total Project Cost	$137,232			
Total Recommended	$40,000			

New Construction Grant Criteria

- Request: $15,000
- Rear addition
- Height: 14ft (below existing structure height of 20ft)
- FAR: 24% below zoning allowance

Table 2. Summary of staff analysis of qualification of New Construction Grant request under Reso. 17, Series 2019.

Request	Amount	Analysis
New Construction: Rear addition	$214,000	Staff finds that the rear addition qualifies for new construction based on the proposed addition **height** of 14 feet, which is below the existing structure height of 20 feet, all **setbacks** are met, and the floor area ratio (**FAR**) would be 24% less than what is allowed by zoning.
Total Project Cost	$214,000	
Total Recommended	$15,000	

City of Louisville

Staff Recommendation

Recommendation

- Approval of Resolution 18, Series 2025 to landmark, grant a landmark bonus, and name the home for the LeComte House.
- Approval of Resolution 19, Series 2025 for a grant in the amount of $55,000.00.

City of Louisville

City of Louisville
COLORADO • SINCE 1878

SUBJECT: **RESOLUTION NO. 20, SERIES 2025 – A RESOLUTION APPROVING THE TEMPORARY WAIVER OF CERTAIN FEES FOR THE DOWNTOWN SEASONAL PATIO PROGRAM**

DATE: **MARCH 18, 2025**

PRESENTED BY: **SAMMA FOX, INTERIM CITY MANAGER**

SUMMARY:
In April of 2024 City Council passed a one-time waiver of the $1,000 per patio fee for businesses to rent patios for the season of April-October. Council may wish to consider a one-year extension of this waiver which would support businesses in a time of economic uncertainty and allow the clear communication of future fees well in advance of the program. The proposal is to charge fees in 2026, unless further action is taken by Council.

DISCUSSION:
Patio applications are scheduled to launch late March and installation is scheduled to late April for the 34 patios available. The current fee is $1,000 per patio which is collected to recoup the original cost of the patios (in 2021, ~16,000 per patio), maintenance, storage, staff support of the program including, but not limited to, administration and delivery/removal each season, and other program costs.

Staff continues to work with businesses, the Downtown Business Association, Chamber of Commerce, and City event staff on programming and opportunities year-round. For 2025, Council approved the budget to continue enhanced flower baskets and the Movie on Main event is planned again.

FISCAL IMPACT:
For 2025, patio revenue from the fee is budgeted at $25,000, which underwrites, though does not cover, the cost of the program.

PROGRAM/SUB-PROGRAM IMPACT:
Support of Downtown is related to the City's goal to promote a thriving business climate that produces reliable revenue to support City services.

RECOMMENDATION:
Approval of Resolution No. 20, Series 2025

ATTACHMENTS:
1. Resolution No. 20, Series 2025

STRATEGIC PLAN IMPACT:

☒	**Financial Stewardship & Asset Management**	☒	**Reliable Core Services**
☒	**Vibrant Economic Climate**	☐	**Quality Programs & Amenities**
☐	**Engaged Community**	☐	**Healthy Workforce**
☐	**Supportive Technology**	☐	**Collaborative Regional Partner**

RESOLUTION NO. 20
SERIES 2025

A RESOLUTION APPROVING THE TEMPORARY WAIVER OF CERTAIN FEES FOR THE DOWNTOWN SEASONAL PATIO PROGRAM

WHEREAS, the City's small businesses significantly contribute to the overall fabric of the City's economy and the health, welfare, and enjoyment of its residents; and

WHEREAS, the City Council believes the seasonal patio program is an important way to promote activities and visits to the historic downtown area; and

WHEREAS, City Council found that it should lessen the financial burden of downtown businesses by waiving the City-imposed fees for those downtown businesses participating in the patio program for the 2024 season; and

WHEREAS, City Council believes there are factors, such as the current economic environment, that warrant consideration of extending the waiver for one additional year; and

WHEREAS, City Council found that it should lessen the financial burden of downtown businesses by waiving the City-imposed fees for those downtown businesses participating in the patio program for the 2025 season and intends to charge fees in 2026, unless further action is taken by council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. The City Council hereby waives the City-imposed fees to participate in the downtown seasonal patio program for the 2025 season.

PASSED AND ADOPTED this 18th day of March 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

City of Louisville
COLORADO • SINCE 1878

SUBJECT: **WILDFIRE MITIGATION CAMPAIGN DEVELOPMENT CONTRACT WITH FORS MARSH**

DATE: **MARCH 18, 2025**

PRESENTED BY: **KIANA FREEMAN, RECOVERY & RESILIENCE MANAGER**
ROB ZUCCARO, DIRECTOR OF COMMUNITY DEVELOPMENT
MEREDYTH MUTH, INTERIM DEPUTY CITY MANAGER

SUMMARY:
In 2023, the City was awarded a Colorado State Forest Service (CSFS) HB22-1001 Wildfire Mitigation Grant by the Colorado State Forest Service to implement wildfire mitigation actions. The grant provides funding to two main categories: fuels reduction and wildfire communications/education.

The funds from this grant were originally to be used for a staff member. When the original person in the position left, staff did two rounds of recruitment but were unable to fill the position with a suitable candidate; staff then changed tack to hire a consultant as a way to continue the mitigation work. Existing staff does not have the capacity to take on all of the work this position would have been doing.

Since the Marshall Fire (2021), the City of Louisville is committed to implementing a comprehensive wildfire mitigation campaign. This initiative aims to enhance community preparedness, improve infrastructure resilience, and promote responsible land management practices. In order to achieve this initiative, the City recognizes the importance to educate residents about wildfire mitigation and what the City is currently working on in regards to wildfire mitigation.

Multiple departments across the City are implementing wildfire mitigation efforts. The Recovery & Resilience division was implemented to oversee preparedness and mitigation efforts for all-hazards. Part of the division's role is to connect with community members and work on improving the resilience of private properties. Currently, the division has hosted a variety of meetings and educational discussions around mitigation strategies for homeowners. The division has also worked with external partners such as the Louisville Fire Protection District, Wildfire Partners, and Boulder County Office of Disaster Management (ODM) on educational resources for the community.

The Community Development department has implemented multiple policy changes to codes and ordinances to increase the resilience of Louisville. The City is implementing a home hardening code for residential structures. This change to the residential code aims to ensure homeowners are taking mitigation measures on their homes and properties. More information about the home-hardening code can be found on the City website. Additionally, every time a code change has been approved by the Council,

members have asked staff to advertise these updates and make them understandable to the wider public.

The Parks, Recreation and Open Space Department has implemented multiple mitigation programs across public lands. Cattle and goats have been contracted to graze on open space land and in overgrown woody areas to remove vegetation that could put the City at risk as well as to help improve soil quality for native vegetation restoration efforts while helping to combat invasive weeds and/or grasses. The department also has implemented a weed management structure through an Integrated Weed Management Plan (IWMP) on public lands and increased perimeter mowing to create a larger fire break. Open Space has hosted multiple volunteer events such as removal of woody debris from public lands and educational events for the community about what mitigation strategies the City has. They are also conducting an industry leading research study at North Open Space to establish long-term strategies for the removal and treatment of invasive Smooth Brome grasses and the reinstitution of fire wise native vegetation. Finally, the department led development of a Wildfire Risk Assessment (WRA) and story map to outline the identification of hazards and risks and the development of mitigation opportunities for Louisville's public lands to be more resilient against future events. This WRA and the story map will be a vital tool for this scope of work.

These examples from multiple departments highlight the City's ongoing commitment to wildfire mitigation, with efforts spread across various initiatives and projects. Currently, these resources are scattered throughout the City’s website, making it challenging for residents to easily find and access important information. As part of the "Wildfire Mitigation Campaign," staff will be tasking the consultant to help consolidate existing materials into a single, easily navigable space. This centralized space on the City’s website would serve as a one-stop resource, offering the community streamlined access to vital information about wildfire preparedness and mitigation strategies. By creating this cohesive, user-friendly platform, the City aims to enhance accessibility, improve public awareness, and support residents in taking proactive measures to protect their homes and neighborhoods from wildfire risks.

The consultant will be implementing a wildfire mitigation campaign, a task would have been performed in house when there was a dedicated position to do this work. The campaign is critical for the City to enhance safety, protect property, and preserve the natural environment.

The preferred consultant, Fors Marsh, has an extensive background in this area. After reviewing the proposals, the cross-departmental selection committee felt Fors Marsh has the best skills and team to do the job, including local staff, and wide variety of experience in campaigns designed to drive risk-informed decisions and behaviors. Fors Marsh showed experience and a comprehensive approach to wildfire resilience that will benefit the community and provide a proactive approach toward preparedness.

Selecting Fors Marsh Contracting Services
Staff members of Open Space, Community Development, Recovery & Resilience, Communications, and the City Manager's Office collaborated on the Request for Proposal (RFP) process to hire a consulting service to implement a Wildfire Mitigation Campaign. In December 2024, the City received 6 applications. Staff reviewed these RFPs based on the following criteria:

Innovation & Creativity	Innovative ideas or approaches to engage the community or provide deliverables to educate the community.
Deliverables/Past Examples Impression	Engaging materials. Professionally designed and Louisville specific branding.
Campaign Strategy & Approach	Clear understanding and strategy for raising awareness of Louisville's unique wildfire mitigation programs
Experience & Qualifications	Demonstrated experience in wildfire mitigation, safety campaigns, or similar projects.
Budget & Cost-effectiveness	Clear, reasonable budget with justifiable costs. Value for money and sustainability of the project.

The cost proposals between the 6 applications ranged from approximately $20,000 to $150,000 and included different levels and details of scope. After reviewing all the applications, the City selected three applications to move forward and interview. The interviews consisted of a 20-minute presentation provided by the consultant, a cost proposal, and interview questions/discussions. After the interview process, staff selected Fors Marsh, LLC to move forward with a contract for the scope of services.

Deliverables and Outcomes of the Contract:
The consulting team will meet with the City of Louisville team to collaborate and develop the materials to implement a Wildfire Mitigation Campaign. While Recovery & Resilience will manage the grant and contract for Fors Marsh, there will be an internal staffing team which will consist of members from Open Space, Communications, The City Manager's Office, Community Development, and others identified as needed. The consultant will also engage with partners such as neighboring cities, the Louisville Fire Protection District, and Boulder County, including the Office of Disaster Management, in developing the campaign. Actual deliverables listed below are not final and can differ from this scope of services based on recommendations by City staff and consultant. Part of the reason for flexibility, is to allow the consultant to bring their expertise and make recommendations tailored to their expert insight and Louisville's specific needs. These deliverables are aimed at being created for the whole community in Louisville including the business community.

Phases and deliverables can include (but are not limited to):

- Phase 1A: Initial Project Meetings & Planning, research, scoping, strategy development.
    - Campaign strategy & project plan
- Phase 1B: Materials Development *(included in costs):*
    - Suite of campaign products
        - (1) Infographic
        - (1) New web-page design on the City of Louisville's website
        - (1) Fact sheet
        - (1) Social media graphic & (1) social media message bank
        - (3) Public signs
        - (2) Edited photos
        - (2) Booth banners
        - (1) Updated web-page design
        - (1) Multipage infographic of full home and each system
        - (1) Microsoft PowerPoint presentation for training contractors
        - *Optional deliverables (for an additional charge)*
            - *(1) Recorded training videos*
            - *(3) Pop-up banners*
            - *(1) 90-second animated video*
            - *Branded certification for contractors who have participated in the city's training*
            - *Campaign branding task*
- Phase 2: Education and Outreach – The consultant will work with the City of Louisville team to develop and provide recommendations on implementation strategies for the deliverables created for the wildfire mitigation campaign.
    - Potential deliverables *(included in costs):*
        - Communications calendar
        - Campaign Partner inventory
- Phase 3: Final deliverables and close out – At the end of the campaign, the City team and consultants will collaborate to close out the end of the project and ensure all goals, and deliverables are met.
    - Potential deliverables *(included in costs):*
        - Campaign implementation playbook
        - WUI policy recommendations paper

Timeline of Project: The project of the campaign will be completed within 2025. The timeline will be scoped at the initial project meeting between Fors Marsh and City staff.

Next Steps for the Wildfire Mitigation Campaign If the contract with Fors Marsh is approved, staff will work with the consulting team to fulfill the scope and grant requirements in 2025/2026. The goal of the contract would be to set the City up for long-term communication deliverables that the City can utilize over time. This would build capacity for multiple departments to focus on competing priorities relating to wildfire mitigation.

Colorado State Forest Service Grant Background
In 2023, the City of Louisville was awarded the CSFS HB22-1001 Wildfire Mitigation Grant by the Colorado State Forest Service. Projects must be completed by July 1, 2027. The grant funding is currently broken into main sections: fuels reduction and consulting services. The grant consulting services portion requires the City to hire a consulting and contracting service to implement a wildfire mitigation program. The Scope of Work for the consultants and contracts includes but is not limited to the following:

- Develop a wildfire mitigation campaign for the City of Louisville's residential and business community. Campaign content and deliverables could include website development, educational materials, community events, graphics, etc. Final campaign scope of work will be determined with staff once the contract is approved.
- Campaign content includes:
    - Louisville home-hardening ordinance
    - Louisville mitigation strategies including landscaping and tree recommendations
    - Louisville public land management education (grazing, weed management, mowing measuring, etc.).
    - Work alongside the Recovery & Resilience Division to provide community outreach from the created deliverables to the Louisville community.
    - Research and recreate recommendations on a Wildfire Urban Interface policy tailored to the Louisville boundaries for City staff to consider.

The grant funds are as follows:

- Grant Funds - $290,000 + $290,000 (match) = $580,000
    - Goat Grazing - $135,000 (match included)
    - Cattle Grazing - $60,000 (match included)
    - Other treatments - $85,000 (match included)
    - Consulting Services - $150,000 (grant) + $150,000 (match) = $300,000
- Remaining Funds for Consulting Services
    - ~$123,000 (grant)

FISCAL IMPACT:
This consulting project will be funded through the Colorado State Forest Service grant which was awarded to the City of Louisville in 2023. Part of the original grant was for a full-time staff member however, CSFS has rescoped the grant to benefit the City to hire professional consulting services for this project. Staff will reallocate the grant funds from the vacant staff position to the professional service account, which will be amended in the May 6, 2025 budget amendment.

PROGRAM/SUB-PROGRAM IMPACT:
Wildfire mitigation crosses multiple programs and impacts safety and preparedness as well.

RECOMMENDATION:
Approve the contract with Fors Marsh for a wildfire mitigation campaign.

ATTACHMENT(S):
1. City of Louisville & Fors Marsh Contract of Services
2. Fors Marsh Proposal
3. Presentation

STRATEGIC PLAN IMPACT:

☐	**Financial Stewardship & Asset Management**	☐	**Reliable Core Services**
☐	**Vibrant Economic Climate**	☒	**Quality Programs & Amenities**
☒	**Engaged Community**	☐	**Healthy Workforce**
☐	**Supportive Technology**	☐	**Collaborative Regional Partner**

AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE AND FORS MARSH FOR CONSULTING SERVICES

1).0 PARTIES

This AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made and entered into this ____ day of _____, 20___ (the "Effective Date"), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the "City", and Fors Marsh, a Virginia limited liability company hereinafter referred to as the "Consultant".

2).0 RECITALS AND PURPOSE

a) The City desires to engage the Consultant for the purpose of providing consulting services as further set forth in the Consultant's Scope of Services (which services are hereinafter referred to as the "Services").

b) The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

3).0 SCOPE OF SERVICES

The Consultant agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference.

4).0 COMPENSATION

a) The City shall pay the Consultant for services under this agreement a total not to exceed the amounts set forth in Exhibit "B" attached hereto and incorporated herein by this reference. [Further revise as needed to reflect whether contract is hourly of flat amount]. The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services ("Pre-Approved Expenses"). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

b) The Consultant shall submit monthly an invoice to the City for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the

previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the City. The Consultant shall provide such additional backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5).0 PROJECT REPRESENTATION

a) The City designates Kiana Freeman, Recovery & Resilience Manager, as the responsible City staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by the Recovery & Resilience Manager and such person's designees.

b) The Consultant designates Natalie Adler as its project manager and as the principal in charge who shall be providing the Services under this Agreement. [The Services shall not be provided by persons other than Natalie Adler. [or] [Should any of the representatives be replaced, particularly Natalie Adler, and such replacement require the City or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.]

6).0 TERM

6.1 The term of this Agreement shall be from the Effective Date to December 31, 2026, unless sooner terminated pursuant to Section 13, below. The Consultant's Services under this Agreement shall commence on the Effective Date and Consultant shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements.

6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7).0 INSURANCE

a) The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant

to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.

7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and TWO MILLION DOLLARS ($2,000,000) aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.

7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FOUR HUNDRED THOUSAND DOLLARS ($400,000) per person in any one occurrence and ONE MILLION DOLLARS ($1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS ($50,000) per occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to the City of Louisville under this Agreement.

7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and ONE MILLION DOLLARS ($1,000,000) aggregate.

1.5 The Consultant's general liability insurance, automobile liability and physical damage insurance, and professional liability insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.

2.5 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No

required coverage shall be cancelled, terminated or materially changed until at least 30 days' prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

3.5 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

4.5 The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

8).0 INDEMNIFICATION

To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if and to the extent such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible. The Consultant shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Consultant shall further bear all other costs and expenses incurred by the City or Consultant and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Consultant. [Notwithstanding the foregoing, Consultant's duty to defend, indemnify and hold harmless the City, and its elected and appointed officials and employees as set forth in this section shall only arise upon determination, by adjudication, alternative dispute resolution, or mutual agreement between Consultant and the City, of the Consultant's liability or fault.] The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Consultant's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

9).0 QUALITY OF WORK

Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

10).0 INDEPENDENT CONTRACTOR

It is the expressed intent of the parties that the Consultant is an independent contractor and not the agent, employee or servant of the City, and that:

10.1. Consultant shall satisfy all tax and other governmentally imposed responsibilities including but not limited to, payment of state, federal, and social security taxes, unemployment taxes, worker's compensation and self-employment taxes. No state, federal or local taxes of any kind shall be withheld or paid by the City.

1.10. Consultant is not entitled to worker's compensation benefits except as may be provided by the Consultant nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some entity other than the City.

1.11. Consultant does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.

1.12. Consultant has and retains control of and supervision over the performance of Consultant's obligations hereunder and control over any persons employed by Consultant for performing the Services hereunder.

1.13. The City will not provide training or instruction to Consultant or any of its employees regarding the performance of the Services hereunder.

1.14. Neither the Consultant nor any of its officers or employees will receive benefits of any type from the City.

1.15. Consultant represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.

1.16. All Services are to be performed solely at the risk of Consultant and Consultant shall take all precautions necessary for the proper and sole performance thereof.

1.17. Consultant will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

11).0 ASSIGNMENT

Except as provided in section 22.0 hereof, Consultant shall not assign or delegate this Agreement or any portion thereof, or any monies due or to become due hereunder without the City's prior written consent.

12).0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13).0 TERMINATION

a) This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

b) In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Consultant will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the City to the Consultant under this Agreement will cease. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14).0 INSPECTION AND AUDIT

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15).0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City. Consultant shall not provide copies of any such material to any other party without the prior written consent of the City.

16).0 ENFORCEMENT

a) In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.

b) This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado, and in no other court. Consultant hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17).0 COMPLIANCE WITH LAWS

1.2 Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

2.2 Consultant acknowledges that the City of Louisville Code of Ethics provides that independent contractors who perform official actions on behalf of the City which involve the use of discretionary authority shall not receive any gifts seeking to influence their official actions on behalf of the City, and that City officers and employees similarly shall not receive such gifts. Consultant agrees to abide by the gift restrictions of the City's Code of Ethics.

18).0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19).0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the City:

City of Louisville
Attn: City Manager
749 Main Street
Louisville, Colorado 80027
Telephone: (303) 335-4533
Fax: (303) 335-4550

If to the Consultant:

Fors Marsh
Attn: Daniel Speed, Contracts Manager
4250 Fairfax Dr., Suite 520
Arlington, VA 22203
Email: contractsgroup@forsmarsh.com
dspeed@forsmarsh.com

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

20).0 EQUAL OPPORTUNITY EMPLOYER

a) Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

b) Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

Consultant may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Consultant will submit any proposed subcontractor and the description of its services to the City for approval. The City will not work directly with subcontractors.

23.0 AUTHORITY TO BIND

Each of the persons signing below on behalf of any party hereby represents and warrants that such person is signing with full and complete authority to bind the party on whose behalf of whom such person is signing, to each and every term of this Agreement.

In witness whereof, the parties have executed this Agreement to be effective on the date first above written.

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By:_____
Christopher M. Leh, Mayor

Attest:_____
Genny Kline, Interim City Clerk

CONSULTANT:

_____

By:__Daniel Speed _____
Title:_Contracts Manager__ _____

Exhibit A – Scope of Services

Goals	Objectives
Increase wildfire risk awareness	• Raise public awareness of the likelihood and extent of wildfire risk in Louisville – particularly in areas outside of the Marshall Fire impact areas using the results of Louisville's new wildfire risk assessment
Increase the understanding of wildfire mitigation strategies	• Help the public understand, support and even have a little fun with the new local mitigation practices they might have questions about • Engage and align with the ecosystem of partners who are already frequently engaging with Louisville residents about wildfires through campaigns.
Drive risk-informed decisions and behaviors	• Provide simple and approachable education for homeowners, commercial building owners and operators, contractors, builders, and developers on how and why to comply with new home-hardening ordinance. • Overcome cost and capability barriers to wildfire mitigation and preparedness investments by highlighting accessible options and alternatives for landscaping, home maintenance, and materials.

The consulting team will meet with the City of Louisville team to collaborate and develop the materials outlined in the scope to achieve the aimed goals and objectives. Actual deliverables listed below are not final and can differ from this scope of services based on recommendations by City staff and consultant. It will be determined in the first kickoff planning meeting between City Staff and Fors Marsh the final deliverables provided to the City. Louisville staff will be responsible for the implementation of the deliverable and products. Phases and deliverables can include (but are not limited to):

- Phase 1A: Initial Project Meetings & Planning, research, scoping, strategy development.
    - Campaign strategy & project plan
- Phase 1B: Materials Development *(included in costs):*
    - Suite of campaign products
        - (1) Infographic
        - (1) New web-page design on the City of Louisville's website
        - (1) Fact sheet
        - (1) Social media graphic & (1) social media message bank
        - (3) Public signs
        - (2) Edited photos
        - (2) Booth banners
        - (1) Updated web-page design
        - (1) Multipage infographic of full home and each system
        - (1) Microsoft PowerPoint presentation for training contractors

        - *Optional deliverables (for an additional charge)*
            - *(1) Recorded training videos*
            - *(3) Pop-up banners*
            - *(1) 90-second animated video*
            - *Branded certification for contractors who have participated in the city's training*
            - *Campaign branding task*
- Phase 2: Education and Outreach – The consultant will work with the City of Louisville team to develop and provide recommendations on implementation strategies for the deliverables created for the wildfire mitigation campaign.
    - Potential deliverables *(included in costs):*
        - Communications calendar
        - Campaign Partner inventory
- Phase 3: Final deliverables and close out – At the end of the campaign, the City team and consultants will collaborate to close out the end of the project and ensure all goals, and deliverables are met.
    - Potential deliverables *(included in costs):*
        - Campaign implementation playbook
        - WUI policy recommendations paper

Timeline of Project: The project of the campaign will be completed within the year 2025. The timeline of project will be scoped at the initial project meeting between Fors Marsh and the City of Louisville staff. *See Scope of Additional Services for any additional work.*

EXHIBIT B – Pricing

Role Description	Hourly Rate	Number of Hours	Cost for Phase 1
Project Lead	$111.55	100	$11,155.00
Junior Research Assistant	$61.36	165	$10,124.40
Policy Analyst	$77.28	12	$927.36
Subject Matter Expert	$187.39	18	$3,373.02
Graphic Designer	$102.30	300	$30,690.00
Other Direct Cost (ODC)		-	$1,605.00
Phase 1 Total		595	$57,874.78

Phase 2: Education and Outreach (March 2025)

Role Description	Hourly Rate	Number of Hours	Cost for Phase 2
Project Lead	$111.55	80	$8,924.00
Junior Research Assistant	$61.36	120	$7,363.20
Policy Analyst	$77.28	0	$0
Subject Matter Expert	$187.39	6	$1,124.34
Graphic Designer	$102.30	8	$818.40
Phase 2 Total		214	$18,229.94

Phase 3: Final Deliverables and Project Closeout (April and May 2025)

Role Description	Hourly Rate	Number of Hours	Cost for Phase 3
Project Lead	$111.55	28	$3,123.40
Junior Research Assistant	$61.36	72	$4,417.92
Policy Analyst	$77.28	40	$3,091.20
Subject Matter Expert	$187.39	4	$749.56
Graphic Designer	$102.30	0	$0
Phase 3 Total		144	$11,382.08

Total Project

Role Description	Hourly Rate	Number of Hours	Total Cost
Project Lead	$111.55	208	$23,202.40
Junior Research Assistant	$61.36	357	$21,905.52
Policy Analyst	$77.28	52	$4,018.56
Subject Matter Expert	$187.39	28	$5,246.92
Graphic Designer	$102.30	308	$31,508.40
Other Direct Cost (ODC)		-	$1,605.00
Project Total		953	$87,486.80

Optional Phase 1 Tasks and Materials

Role Description	Hourly Rate	Formative Research/ Focus Group		Animated Life of an Ember Video		Contractor Training Video		Branded Contractor Training Certification		Fully Branded Campaign with Personified Ember	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Project Lead	$111.55	30	$3,346.50	15	$1,673.25	20	$2,231.00	10	$1,115.50	30	$3,346.50
Junior Research Assistant	$61.36	30	$1,840.80	25	$1,534.00	25	$1,534.00	15	$920.40	30	$1,840.80
Policy Analyst	$77.28	20	$1,545.60	5	$386.40	5	$386.40	30	$2,318.40	5	$386.40
Subject Matter Expert	$187.39	40	$7,495.60	5	$936.95	5	$936.95	5	$936.95	20	$3,747.80
Graphic Designer	$102.30	10	$1,023.00	90	$9,207.00	50	$5,115.00	10	$1,023.00	75	$7,672.50
Other Direct Cost (ODC)		-	$2,140.00	-	-	-	$10,700.00	-	-	-	-
Optional Task and Material Totals		130	$17,391.50	140	$13,737.60	105	$20,903.35	70	$6,314.25	160	$16,994.00

Technical Assumptions

The detailed budget provided above is based on the following assumptions:

- Each communications product (e.g., fact sheet, infographic) shall go through two rounds of client review. The first review will focus on creative concept and written content direction and the final review will focus on technical accuracy of the written content and photos/illustrations (as applicable).
- The labor hours and other direct costs outlined in the budget are based on the material concepts and quantities proposed. If the specifications of the materials change, costs may also change.
- The phase 2 budget is based on implementation recommendations only and not the actual implementation of the campaign per answers to questions provided by Kiana Freeman on 12/11/24.
- The team will be available for in-person meetings, as needed, once per month for the five months of the period of performance. All other meetings will be conducted virtually via Microsoft Teams or Zoom.

Scope of Additional Services: After the completion of the primary services outlined in this agreement, the Consultant may be engaged to provide additional services as identified by the City of Louisville during the term of this Agreement. These additional services may include, but are not limited to, the tasks and activities identified by both parties as necessary for the completion of new or expanded projects. Any services requested by the City of Louisville that are outside of the original scope in this agreement will be billed at an hourly rate as listed above. The consultant will provide an estimate of the time required for such services upon request. Both parties must mutually agree to any additional services and rates in writing before work begins.

City of Louisville Wildfire Mitigation Campaign Development

DECEMBER 20, 2024

SUBMITTED BY

Legal Name:
Fors Marsh Group, LLC

Address:
4250 North Fairfax Drive, Suite 520
Arlington, VA 22203

Email:
bd@forsmarsh.com

ForsMarsh

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. However, if a contract is awarded to this offeror as a result of-or in connection with-the submission of these data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in these data if they are obtained from another source without restriction.

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1 Our Understanding and Interest

On December 30, 2021, unusually long and dry grasses on the western side of Louisville began to burn and, with the help of hurricane-force winds, the fire rapidly evolved into Colorado's most destructive wildfire ever recorded. The Marshall Fire burned more than 1,000 homes in Louisville and nearby towns. Embers traveled with the winds and took root in vulnerable spots on and near the homes in Louisville, igniting debris on roofs and wood patios, intruding through attic vents and eaves, and finding highly combustible landscaping elements like juniper bushes and wood fencing to jump from house to house. The Marshall Fire underscored the challenges (see Figure 1) that Louisville and other wildfire-prone localities grapple with when it comes to improving the public's risk awareness and addressing their vulnerabilities.

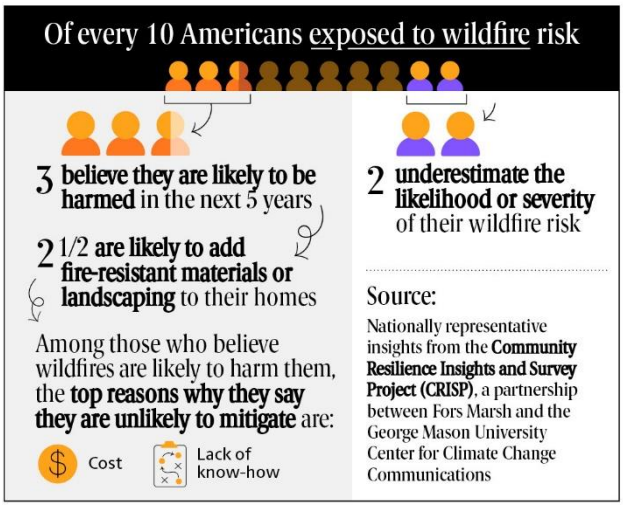


Figure 1: Wildfire Risk Perception and Action Challenges

To increase Louisville's resilience to wildfire, an effective wildfire mitigation communications campaign must accomplish the following goals and objectives:

Goal	Objectives
Increase wildfire risk awareness	• Raise public awareness of the likelihood and extent of the wildfire risk in Louisville—particularly in areas outside of the Marshall Fire impact areas—using the results of Louisville's new wildfire risk assessment.
Increase understanding of wildfire mitigation strategies	• Help the public understand, support, and even have a little fun with the new local mitigation practices they might have questions about, such as the appearance of new animals grazing in the city's open spaces. • Engage and align with the ecosystem of partners (e.g., Boulder County, various nonprofits and coalitions such as Wildfire Partners) who are already frequently engaging with Louisville residents about wildfire through campaigns such as *Junk Your Junipers* and *Fences Are Fuses*.
Drive risk-informed decisions and behaviors	• Provide simple and approachable education for homeowners, commercial building owners and operators, contractors, builders, and developers on how and why to comply with the new home-hardening ordinance. • Overcome cost and capability barriers to wildfire mitigation and preparedness investments by highlighting accessible options and alternatives for landscaping, home maintenance, and materials.

The Marshall Fire thrust Louisville onto the main stage of the national wildfire and climate risk conversation. Communities prone to wildfire impacts and those recovering from their own wildfire disasters are looking to Louisville as a model for how to become more resilient. This is why the city needs a main stage communications firm—one with local roots and values, coupled with national-level scale and impact—to drive wildfire mitigation knowledge and behaviors across Louisville that will endure far after the memories of the Marshall Fire fade.

Fors Marsh is a national research, advisory, and communications firm that applies evidence-based strategies and breakthrough creativity to drive better outcomes for all people. As one of the only U.S.

professional services firms that is a Certified B Corp, we exist to take on the most complex systemic challenges and to use our business as a force for good to help improve trust and effectiveness in the institutions that support healthier and more resilient communities. Fors Marsh is among the top communications providers to government at all levels. In the past 10 years, we have worked with the Federal Emergency Management Agency (FEMA), the Small Business Administration (SBA), and the Consumer Financial Protection Bureau (CFPB) to better understand and protect American communities, homeowners, and business owners who are exposed to hazards like wildfires, flooding, and extreme weather. Our most recent wildfire communications campaign is in New Mexico, where we are working to help victims of the Hermit's Peak/Calf Canyon Fire access the support they need to power a resilient recovery.

2 Our Approach to the Tasks

According to the community engagement and research currently being conducted as part of the Louisville Comprehensive Plan update, most Louisville residents have lived in the area for many years and value the city's small-town culture and scenic open spaces. The Marshall Fire challenged these residents' long-held beliefs about how vulnerable suburban areas, seemingly far away from the wildland urban interface (WUI), could be to wildfire devastation. Now is both an opportune and challenging moment—when the memories of the fire are still fresh, many residents are still rebuilding, and the community as a whole is focused on getting back to "normal"—to implement strong wildfire mitigation strategies in Louisville and to break the cycle of wildfire disasters. As a result of the Marshall Fire, most residents in Louisville are primed to believe that severe wildfires are more likely to affect them. This notion is an important precursor for taking fire mitigation actions. However, belief does not always reliably lead to behavior change. That's where Fors Marsh comes in.

At Fors Marsh, our resilience communications experts live by two cardinal rules of behavior change communications:

1. People remember clear and simple messages repeated often by a variety of trusted, caring messengers.
2. Behaviors that feel good, are easy, and are perceived as popular are most likely to stick.

To abide by these cardinal rules and to deliver a compelling wildfire mitigation campaign, we will integrate our unique and proven social and behavioral science insights, our "surround sound" techniques for media and partner engagement, and our technical hazard mitigation policy expertise.

Phase 1A: Initial Project Meetings and Planning

By the end of January 2025, we will deliver a **campaign strategy and project plan** that outlines the priority audiences and geographies, messages and products, messengers and channels, and implementation schedule that will be included in the project. To do this, we will:

1. **Perform Research:** We will begin our work by performing desk research to identify, analyze, and prioritize the target audiences, geographies, likely barriers to action, active partners, and available communications channels. We will perform a comprehensive review of core documents, such as the Louisville Wildfire Risk Assessment, the Marshall Fire Recovery Plan, the Marshall Fire media coverage and personal fire stories, and the Existing Conditions Map Atlas and Community Engagement Summary developed as part of the Louisville Comprehensive Plan update. We will also review the Louisville, Boulder County, and local non-governmental and nonprofit organizations' (e.g., Wildfire Partners) websites and social media activity to inventory and assess current communications efforts and opportunities.

- **Optional Formative Research Task:** We will conduct one local focus group to understand wildfire mitigation perceptions, barriers, and behaviors in Louisville. We will recruit up to 12 Louisville residents with a $150 incentive, develop a facilitation guide, and facilitate up to two separate focus group sessions.

2. **Facilitate Scoping Discussions:** We will meet with Louisville's Recovery and Resilience Division to understand the city's top priorities, constraints, and opportunities for the wildfire mitigation campaign. This effort will include documenting shared initiatives with other city or county departments, existing schedules and commitments, and key external partnerships with local media, non-governmental organizations (NGO), nonprofits, and businesses to identify cost-effective amplification opportunities.
3. **Co-Create the Strategy:** Building upon the insights from steps 1 and 2, we will work with the city to develop its Wildfire Mitigation Campaign Strategy. The strategy will detail target audience personas, priority high-risk areas of the community, key risk and mitigation messages, the list of communications materials we will develop (e.g., video, fact sheet, web page update, social post), where and when we will deploy those materials, and which organizations we will partner with to ensure the messages are amplified and seen.
4. **Deliver the Project Plan:** We will create a detailed implementation schedule and visual Gantt chart that provides the city with task durations and dates for major milestones and deliverables.

Phase 1B: Materials Development

By the end of February 2025, Fors Marsh will deliver a **suite of campaign products** that follow our 3Ps approach (see Figure 2) for creating compelling communications. The 3Ps are grounded in social and behavioral insights, helping us to overcome known barriers to attention, facilitate accurate risk perceptions, and adopt behaviors that are believed to be expensive or difficult. We will focus on developing materials that will be deployed largely on the web, social media, and out of home (OOH). Table 1 details the likely psychological and behavioral biases we will need to address and our initial ideas for creative concepts, message framing and approach, and the product types we will create to achieve Louisville's risk awareness and mitigation action goals.

Figure 2: 3Ps of Compelling Communications

Table 1: Recommended Products, Framing, and Concepts to Achieve Louisville's Campaign Goals

Goal	Psychological and Behavioral Biases to Overcome or Leverage	Potential Creative Concepts	Recommended Framing and Approach	Product Type
Increase wildfire risk awareness	*Optimism Bias, Availability Bias, Present Bias, Confirmation Bias: "I* wasn't directly impacted by the	The life of an ember	Embers can travel much farther distances than you might imagine. Create an animation of a traveling ember riding the wind and looking for a weak spot on or near buildings.	(1) Infographic ***Optional video task:*** 90-second animated video

Goal	Psychological and Behavioral Biases to Overcome or Leverage	Potential Creative Concepts	Recommended Framing and Approach	Product Type
	Marshall Fire, so I'm not really at risk." "I was impacted by the Marshall Fire, so I need to pay attention."	Where are your favorite places and spaces on the Louisville Risk Map?	Our wildfire risk extends beyond affected areas of the Marshall Fire, and your favorite places and spaces could be vulnerable. Create and promote an interactive map that illustrates the wildfire risk gradient from the wildfire risk assessment and allows web page visitors to look up their address and other places of interest. Post public signage in areas of high risk.	(1) New web page design (1) Fact sheet (1) Social media graphic and message bank (3) Public Signs
Increase understanding of wildfire mitigation strategies	*Bizarreness Effect:* "This goofy goat face has me paying attention to something I'd ordinarily ignore." *Cognitive Overload:* "There are too many solutions, too many websites, too many buried links to sort through. I don't have the time to figure out what strategies might work best for me."	Give this goofy grazer a name	By implementing creative strategies that reduce wildfire risk, the city is helping to ensure we do not experience an event like the Marshall Fire again and can continue to enjoy our valued open spaces, parks, and trails. Create a short social media campaign that uses a photo of a grazing cow or goat and encourages residents to give it a name while learning about the wildfire mitigation benefits of targeted grazing. Point to the wildfire mitigation story map for residents to learn more about the city's efforts.	(2) Edited Photos (1) Social media message bank
		Resilient Louisville Resources	There is convenient and trusted information and strategies for reducing your wildfire risk. Help is available. Update the Resilient Louisville resource page, linking and embedding content from Wildfire Partners and Boulder County. Create a portable Resilient Louisville table front and pop-up banner for community events that illustrates Louisville's risk and promotes mitigation resources.	(1) Updated web page design (2) Booth banners

Goal	Psychological and Behavioral Biases to Overcome or Leverage	Potential Creative Concepts	Recommended Framing and Approach	Product Type
Drive risk-informed decisions and behaviors	*Status Quo Bias, System Justification Bias, Ambiguity Bias, Locus of Control* "This seems way too expensive/too difficult." "I am not confident I would do this correctly." "I assume the city's efforts are enough to keep me safe." "I don't see enough of a need to do this based on my risk." "I'm pretty sure my home already has this/this doesn't apply to me."	Cover the costs of convenient home improvements	You can get up to $500 back on even the small wildfire protection improvements you have made to your home. Refresh the messaging on the rebate and giveaway programs on the Louisville website to include more examples of eligible activities.	(1) Web page update
		Easy fire-safety swaps to help you stick to the code	Complying with the new home-hardening code requires only a few swaps to stop the next fire in its tracks. Highlight specific building systems that are subject to the requirements in the new home-hardening ordinance and promote "swaps" to alternative materials and techniques for each. For example, swap traditional wood fencing for metal or concrete. Provide training to local remodeling contractors and post signage at the local Home Depot (pending agreement).	(1) Multipage infographic of full home and each system (e.g., roof and gutters; eaves, vents, and siding; decks and fencing) (1) Microsoft PowerPoint presentation training for contractors ***Optional training task:*** Recorded training video ***Optional certification task:*** Branded certification for contractors who have participated in the city's training. (3) Pop-up banners to post at the Home Depot Pro Desk + Lumber and Building Materials section

Optional Campaign Branding Task: We will create a comprehensive branded campaign anchored on a custom personified Louisville ember that we follow on his long, wind-borne journey to embed himself in vulnerable spots on homes, buildings, landscaping elements, and vegetation.

Phase 2: Education and Outreach

By the end of March 2025, Fors Marsh will deliver a **communications calendar** and an **inventory of campaign partners** that will guide the deployment of the campaign materials developed in Phase 1. The goal of this phase will be to create a surround sound effect (see Figure 3) around Louisville residents and business owners to ensure our messaging about wildfire risk and mitigation strategies are reaching them and breaking through to them.

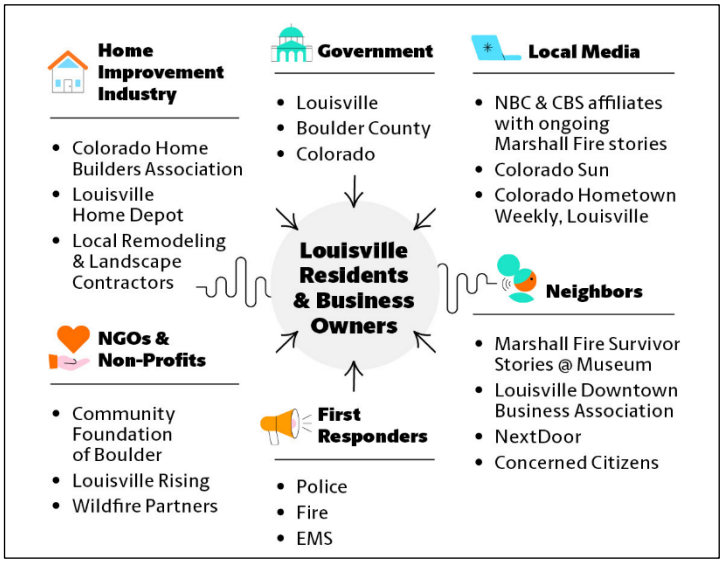


Figure 3: Creating Surround Sound Crescendos with a Variety of Trusted, Caring Messengers

To create the communications calendar, we will:

1. **Define the Timeline**: Define the campaign duration, including timelines for ramp-up, full surround sound, ramp-down, and ongoing maintenance.
2. **Sequence and Schedule:** Work with Louisville's Recovery and Resilience Division to sequence the launch and promotion of each of the concepts developed in Phase 1 (e.g., "Favorite Places and Spaces on the Wildfire Risk Map"), with the intent of creating a "crescendo" around each goal area (e.g., risk awareness).
3. **Anchor to Local Events:** To the extent possible, orient the calendar around existing local events and opportunities to create the largest impact.
4. **Activate Amplification:** Leverage a variety of communications vehicles and channels, with both owned and earned content (see Table 2), to create crescendos.

Table 2: Illustrative Mix of Potential Channels and Louisville Vehicles

Channel	Vehicle(s)
OOH Public Signage	• High-risk open spaces such as Davidson Mesa or Coyote Run • High-traffic areas such as main street, the Louisville Recreation Center, or the Avista Adventist Hospital • Louisville Home Depot
Social Media	• City, fire, and police handles across all platforms • Downtown Business Association Facebook page • Community Nextdoor
Local TV and Print Media	• Local NBC (9 News) and CBS (Denver 7) affiliates • Colorado Sun • Boulder Daily Camera • Colorado Hometown Weekly
Community Events	• Louisville Summer Street Faire • Marshall Fire Anniversary • Fire story workshops at the Louisville Historical Museum • Public meetings/community workshops hosted by the city

Partnerships will be key to the success of the campaign. We will begin working with Louisville's existing active partners as soon as we kick the project off to define their role in the campaign—from amplifying the city's messaging to co-hosting community events. We will also support Louisville's Recovery and Resilience Division in securing new partnerships and campaign agreements by:

1. **Targeting:** Developing a prioritized list of new partners to engage.
2. **Positioning:** Defining the value proposition for each new target partner (i.e., Why should they help?) and developing a pitch deck or one-page partner prospectus to use for initial outreach.
3. **Pitching:** Conducting initial outreach and then scheduling and facilitating pitch meetings with new partners.
4. **Landing:** Negotiating and finalizing each new partner's role in the project.

Phase 3: Final Deliverables and Closeout

By the end of May 2025, we will deliver a **campaign implementation playbook** and a **WUI policy recommendations paper** as vital leave-behinds for the city to continue to advance its wildfire resilience.

The campaign implementation playbook will serve as a one-stop shop for the campaign strategy, communications calendar, partner inventory, and collection of campaign materials. We will also create guidance for the city and its partners that offers tips and checklists for engaging the public and maintaining momentum during each campaign crescendo.

The WUI policy recommendations paper will enable the city to consider its remaining options for mitigating wildfire risk in the WUI. We will support Louisville's Recovery and Resilience Division in identifying and evaluating its policy options for mitigating the risks inherent to the WUI, including land use and zoning regulations for both residential and commercial development to guide future development away from the WUI, additional development regulations that go beyond the requirements in the home-hardening code such as setbacks, and other regulatory measures that promote fire safety like more stringent open air burning restrictions and penalties. To develop the policy recommendations paper, we will:

1. **Review Best Practices:** Perform a review of regulatory and non-regulatory best practices from across Colorado, national sources such as FEMA and the U.S. Forest Service, and international sources such as Canada and Australia.
2. **Identify Gaps:** Perform a scan of Louisville's existing codes and practices to identify mitigation measures not yet implemented.
3. **Prioritize:** Score the best practices on dimensions of feasibility, cost, and impact for Louisville.
4. **Summarize:** Summarize the top five to 10 options in a policy recommendations paper not to exceed 10 pages.

3 Our Qualifications

Fors Marsh brings over 2 decades of experience delivering community-based social marketing campaigns aimed at influencing actions that are often challenging for people to take. Whether it is increasing the number of people who opt to get COVID-19 vaccinations amid widespread fear and uncertainty or convincing more wildfire disaster survivors to persevere through a highly complex disaster aid process to get the support they deserve, our resilience communications experts have proven time and again that we know how to deliver impact, not just artifacts.

Examples of Similar Work

FEMA Targeted Media Marketing Outreach and Media Purchase Florida

Client	Federal Emergency Management Agency	**Period of Performance**	3/01/23–5/29/23
		Budget	$9,999,920.49

In 2022, Hurricane Ian affected hundreds of thousands of people in South and Central Florida, resulting in almost a million displaced residents and over $112 billion in total damages according to the National Oceanic and Atmospheric Administration (NOAA). With this campaign, FEMA aimed to target people who needed to follow up or provide additional documentation to change their eligibility and receive assistance. At FEMA's direction our team implemented an integrated multimedia and messaging strategy to reach survivors affected by Hurricane Ian regarding their individual assistance application status for hurricane disaster aid.

Messaging for this campaign centered on informing existing FEMA applicants that disaster assistance was still available and urging them to update their personal information, review their application status, or appeal a decision for individual assistance. The campaign took an equity-informed and culturally appropriate approach using Census data and FEMA field reports to ensure our messages were targeted to connect with all affected communities—in their own language. Key campaign materials were rolled out in English and Spanish with digital materials developed in Haitian Creole, Vietnamese, Mandarin, and Tagalog. The paid media strategy used a mix of media tactics throughout the state of Florida focusing on five key counties (Lee, Volusia, Collier, Charlotte, and DeSoto) with higher than usual inactive individual assistance registrations. We reached these individuals using a variety of traditional and digital tactics, including radio, print, video, out of home, Nextdoor, online video, and paid social media

Project results that represent our ability to provide quality services within time and funding constraints: The campaign met and surpassed its goals, consistently outperforming government benchmarks and making our campaign landing page the most visited FEMA page for several consecutive weeks. But most importantly, survivors got the help they needed.

866m
IMPRESSIONS

1.64m
CLICKS

OVERPERFORMED FOR ETHNIC AUDIENCES

96.9%
VIDEO COMPLETION RATE (VCR)

729k
CLICKS

326m
IMPRESSIONS

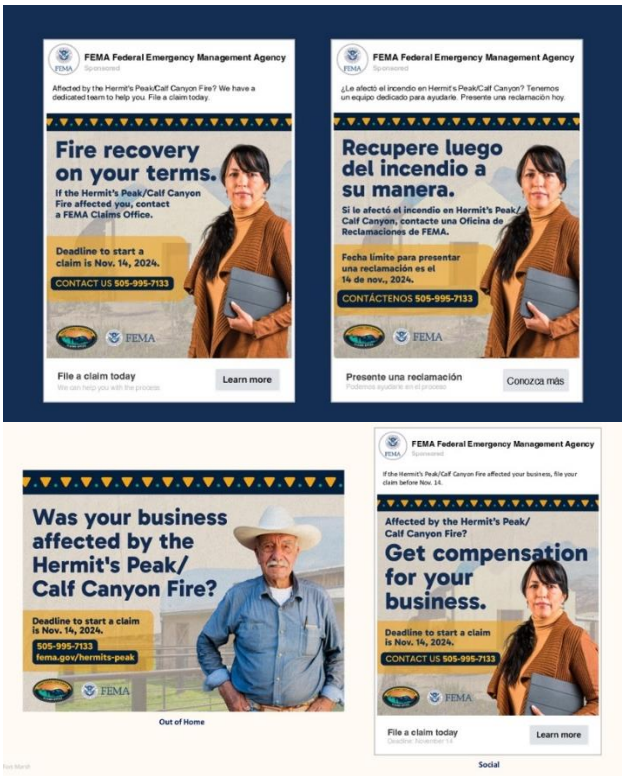
The campaign met and surpassed its goals, consistently outperforming government benchmarks, and making our campaign landing page the most visited FEMA page for several consecutive weeks. But most importantly, survivors got the help they needed.

FEMA Targeted Media Marketing Outreach and Media Purchase New Mexico

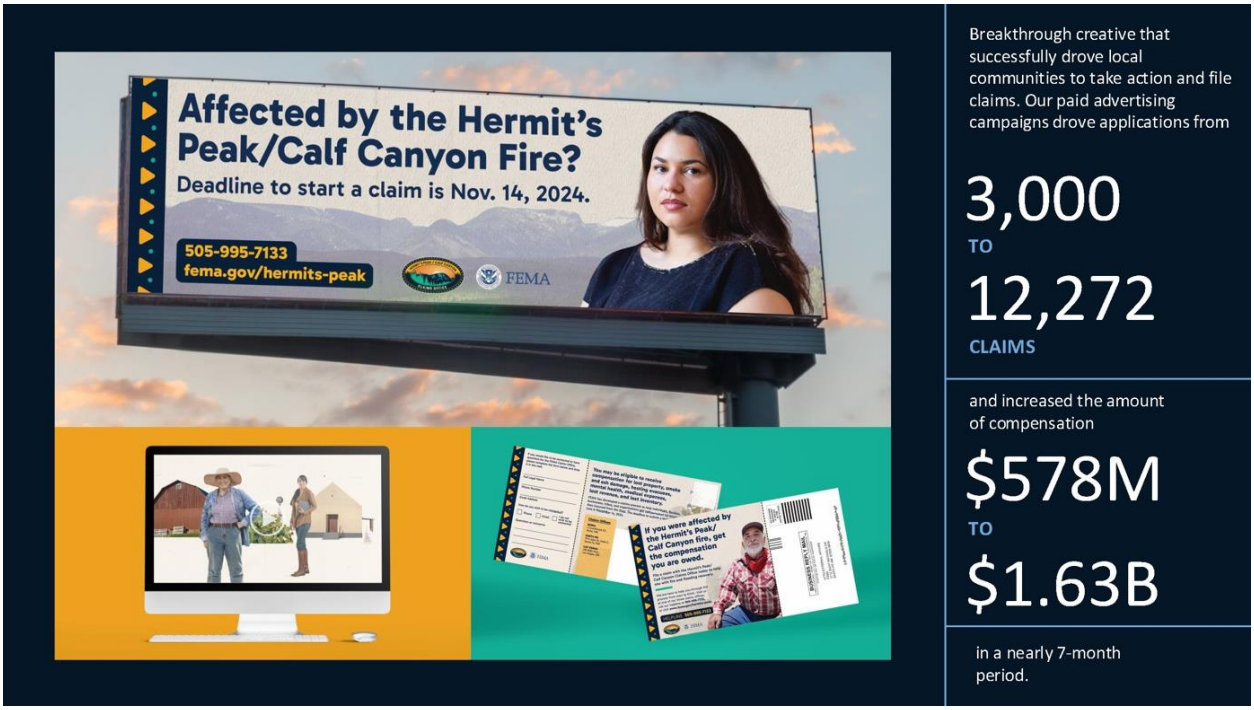
Client	Federal Emergency Management Agency	**Period of Performance**	3/4/24–3/3/25
		Budget	$3,716,309.10

Fors Marsh is 9 months into disaster relief efforts in New Mexico, for which we are a subcontractor to Agenda, LLC. The disaster work focuses on very targeted local media buys, including traditional paid media tactics (radio, out of home), digital tactics (display, online video, over-the-top), and targeted direct mail, with creative development of all paid media assets targeting those affected by the Hermit's Peak/Calf Canyon Fire.

Throughout the campaign, our messaging and creative evolved based on shifting message priorities and a claims deadline extension. Our initial messaging focused on encouraging those affected by the fire to reach out to FEMA to file a claim. The FEMA team identified a gap in claims received by businesses. To address this, our team created new ads that emphasized the fact that businesses are also eligible to file a claim for compensation. In addition, the claims deadline—originally November 14, 2024—was extended to December 20, 2024. Our team again created new ads and refreshed existing ads to call attention to the new claims deadline.



Project results that represent our ability to provide quality services within time and funding constraints: During the last 7 months since the campaign has been live in market, FEMA has reported increased traffic at their claims offices and an increase in the number of calls to their helpline. Since the campaign begin in mid-May 2024, the number of paid claims increased more than threefold, from 3,000 to 12,272, in a nearly 7-month period. The total amount of compensation paid to claimants increased from $578 million to $1.63 billion in that same 7-month period.



HHS ASPA COVID-19 Public Education Campaign

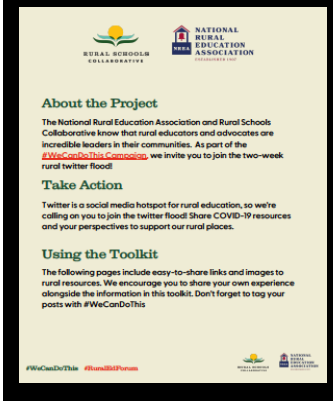
Client	U.S. Department of Health and Human Services (HHS) Office of the Assistant Secretary for Public Affairs (ASPA)	**Period of Performance**	08/31/2020–11/30/2021; 07/30/2021–04/30/2022; 01/06/2022–08/06/2024
		Budget	$300,023,797; $188,303,478; $422,847,010

The U.S. Department of Health and Human Services (HHS) Office of the Assistant Secretary for Public Affairs' (ASPA) We Can Do This COVID-19 public education campaign was a nation al, integrated, and research-based campaign to increase confidence in and uptake of COVID-19 vaccines while reinforcing basic prevention measures. The campaign disseminated evidence-based, market-tested messages to priority audiences through paid media channels and secured strategic partnerships to deliver these messages through trusted messengers.

Throughout its duration, the campaign partnered with more than 700 national, state, and local organizations, reaching key audiences through activations ranging from in-person community events to digital dissemination efforts through partners' vast and unique networks. These events not only allowed us to reach audiences directly and authentically, but they also facilitated the campaign's ability to disseminate dozens of materials, including multilingual educational resources like fact sheets and infographics.

In partnership with the local Miami, FL, clinic, Empower U, the *We Can Do This* campaign hosted a COVID-19 vaccines mobile clinic at the Miami Marlins Fan Fest event in Miami, FL, on February 11, 2023. In addition to offering free COVID-19 vaccines, the team offered educational materials and COVID-19 test kits to over 1,000 attendees. We also partnered with the Marlins professional baseball team to promote the clinic via social media and email communications.

The National Rural Education Association created a social media toolkit to amplify the *We Can Do This* messages across their various platforms and encourage their members to do the same.



About the Project

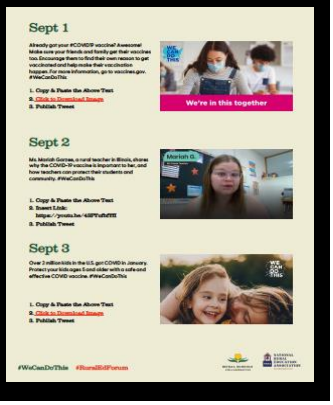
The National Rural Education Association and Rural Schools Collaborative know that rural educators and advocates are incredible leaders in their communities. As part of the #WeCanDoThis Campaign, we invite you to join the two-week rural twitter flood!

Take Action

Twitter is a social media hotspot for rural education, so we're calling on you to join the twitter flood! Share COVID-19 resources and your perspectives to support our rural places.

Using the Toolkit

The following pages include easy-to-share links and images to rural resources. We encourage you to share your own experience alongside the information in this toolkit. Don't forget to tag your posts with #WeCanDoThis



Sept 1

We're in this together

Sept 2

Sept 3

Another key aspect of the campaign's earned media efforts was placing trusted messengers in local news outlets to answer timely questions about vaccination. Through a partnership with iHeartMedia, the campaign was able to place trusted messengers in nationally syndicated and regional radio shows. Team Fors Marsh refined the messaging and each month targeted specific states with high percentages of the key campaign audiences for monthly media blitzes, including proactive pitching; satellite and radio media tours; state-specific, Spanish-language, and rural-focused audio news releases; and ready-to-use articles.

Project results that represent our ability to provide quality services within time and funding constraints: Through effective partnership efforts and meticulous planning, the campaign successfully organized 1,461 in-person events across 723 priority markets, hosting 1,077 pop-up clinics and vaccinating more than 40,500 people. Meanwhile, earned media efforts simultaneously helped promote events among hard-to-reach communities through engagement of trusted messengers. Throughout the campaign, the team placed more than 120 doctors on news programs in 40 states, resulting in more than 35,000 syndicated airings or postings of more than 1,350 original stories in nine languages for a reach of nearly 2 billion broadcast/online impressions.

Our Team of Experts

Fors Marsh has a bench of experts in climate resilience, hazard mitigation policy, and social marketing (highlighted below) who are both local to Colorado and nationally recognized that we will call upon to deliver Louisville's wildfire mitigation campaign.

Natalie Adler
Vice President, Public Impact and Resilience Communications

Experience: 25 years

Reputation: Ms. Adler is a well-established communications strategist and senior advisor who has overseen national, regional, and local campaigns. She oversees campaign planning and design as well as strategies for community and stakeholder engagement for clients, including FEMA (Hermit's Peak/Calf Canyon Fire in New Mexico), the U.S. Department of Health and Human Services, the Centers for Disease Control and Prevention and the National Institutes of Health.

Kristin Murphy
Senior Director, Climate Resilience

Experience: 20 years

Reputation: Ms. Murphy is a nationally recognized expert in climate resilience communications and behavior change. She has worked across more than a dozen federal agencies, departments in every state, and with the White House to help communities improve their ability to bounce back from floods, wildfires, and severe storms. Ms. Murphy has also led numerous efforts to design and implement regulatory policy, specifically model land use and development standards, to mitigate the impacts of natural hazards.

Ashley Sever
Director, Science and Health Education

Experience: 12 years

Reputation: Ms. Sever is a Colorado resident with more than 12 years of experience creating, implementing, and supporting integrated health communications programs for government, nonprofit, and private sector clients. Throughout her career, she has worked to raise awareness, increase knowledge, and drive behavior change to improve public health and well-being, including playing a pivotal role as a public affairs manager for Jefferson County, CO.

3 Detailed Budget and Cost

Fors Marsh is pleased to submit a detailed budget narrative for each phase of the project as well as several optional tasks and products for the city's consideration.

Phase 1: Initial Project Meetings and Materials Development (January and February 2025)

Role Description	Hourly Rate	Number of Hours	Cost for Phase 1
Project Lead	$111.55	100	$11,155.00
Junior Research Assistant	$61.36	165	$10,124.40
Policy Analyst	$77.28	12	$927.36
Subject Matter Expert	$187.39	18	$3,373.02
Graphic Designer	$102.30	300	$30,690.00
Other Direct Cost (ODC)		-	$1,605.00
Phase 1 Total		595	$57,874.78

Phase 2: Education and Outreach (March 2025)

Role Description	Hourly Rate	Number of Hours	Cost for Phase 2
Project Lead	$111.55	80	$8,924.00
Junior Research Assistant	$61.36	120	$7,363.20
Policy Analyst	$77.28	0	$0
Subject Matter Expert	$187.39	6	$1,124.34
Graphic Designer	$102.30	8	$818.40
Phase 2 Total		214	$18,229.94

Phase 3: Final Deliverables and Project Closeout (April and May 2025)

Role Description	Hourly Rate	Number of Hours	Cost for Phase 3
Project Lead	$111.55	28	$3,123.40
Junior Research Assistant	$61.36	72	$4,417.92
Policy Analyst	$77.28	40	$3,091.20
Subject Matter Expert	$187.39	4	$749.56
Graphic Designer	$102.30	0	$0
Phase 3 Total		144	$11,382.08

Total Project

Role Description	Hourly Rate	Number of Hours	Total Cost
Project Lead	$111.55	208	$23,202.40
Junior Research Assistant	$61.36	357	$21,905.52
Policy Analyst	$77.28	52	$4,018.56
Subject Matter Expert	$187.39	28	$5,246.92
Graphic Designer	$102.30	308	$31,508.40
Other Direct Cost (ODC)		-	$1,605.00
Project Total		953	$87,486.80

Optional Phase 1 Tasks and Materials

		Formative Research/ Focus Group		Animated Life of an Ember Video		Contractor Training Video		Branded Contractor Training Certification		Fully Branded Campaign with Personified Ember	
Role Description	**Hourly Rate**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**
Project Lead	$111.55	30	$3,346.50	15	$1,673.25	20	$2,231.00	10	$1,115.50	30	$3,346.50
Junior Research Assistant	$61.36	30	$1,840.80	25	$1,534.00	25	$1,534.00	15	$920.40	30	$1,840.80
Policy Analyst	$77.28	20	$1,545.60	5	$386.40	5	$386.40	30	$2,318.40	5	$386.40
Subject Matter Expert	$187.39	40	$7,495.60	5	$936.95	5	$936.95	5	$936.95	20	$3,747.80
Graphic Designer	$102.30	10	$1,023.00	90	$9,207.00	50	$5,115.00	10	$1,023.00	75	$7,672.50
Other Direct Cost (ODC)		-	$2,140.00	-	-	-	$10,700.00	-	-	-	-
Optional Task and Material Totals		130	$17,391.50	140	$13,737.60	105	$20,903.35	70	$6,314.25	160	$16,994.00

Technical Assumptions

The detailed budget provided above is based on the following assumptions:

- Each communications product (e.g., fact sheet, infographic) shall go through two rounds of client review. The first review will focus on creative concept and written content direction and the final review will focus on technical accuracy of the written content and photos/illustrations (as applicable).
- The labor hours and other direct costs outlined in the budget are based on the material concepts and quantities proposed. If the specifications of the materials change, costs may also change.
- The phase 2 budget is based on implementation recommendations only and not the actual implementation of the campaign per answers to questions provided by Kiana Freeman on 12/11/24.
- The team will be available for in-person meetings, as needed, once per month for the five months of the period of performance. All other meetings will be conducted virtually via Microsoft Teams or Zoom.

4 Completed Disclosure Statement

Vendor must disclose any possible conflict of interest with the City of Louisville including, but not limited to, any relationship with any City of Louisville elected official or employee. Your response must disclose if a known relationship exists between any principal of your firm and any City of Louisville elected official or employee. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a contract as a result of your response. This form must be completed and returned in order for your proposal to be eligible for consideration.

NO KNOWN RELATIONSHIPS EXIST [X]

RELATIONSHIP EXISTS (Please explain relationship)

_____

_____

I CERTIFY THAT:

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true as of the date; and

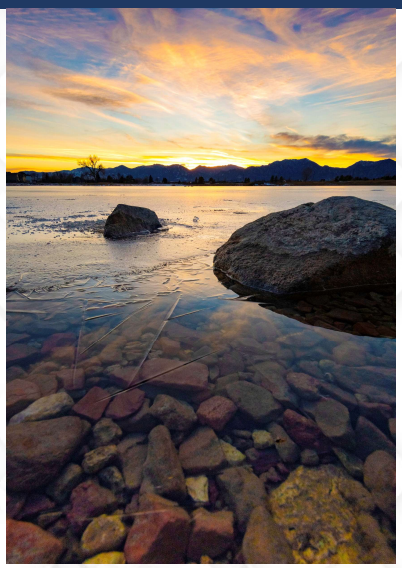
2. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

3.

Ben Garthwaite, Chief Executive Officer

Printed or Typed Name Title

Signature



City of Louisville

CSFS Grant & Fors Marsh Contract

Council Meeting
March 18, 2025
Meredyth Muth
Rob Zuccaro

City of Louisville

CSFS Grant Overview & Guidelines

- 2023 grant approval which covers 2 main categories
  - Fuels reduction mitigation: grazing & other treatments (ex. mowing)
  - Mitigation Coordinator internal position to focus on:
    - Management of mitigation contracts
    - Education & outreach programming
    - Capacity building; supporting Recovery & Resilience Manager
- Re-evaluation of position in March 2024
  - Unable to find suitable candidate to fill position
  - Discussion with CSFS on eligible scope projects
  - Grant scope change from internal position to external support
- Projects must be completed by July 1, 2027

City of Louisville

CSFS Grant Overview & Guidelines

- Revised Scope for the Mitigation Coordinator Role

The City will hire consulting and contracting services to implement a wildfire mitigation program. The Scope of Work for the consultants and contracts include but is not limited to the following:

- Develop a wildfire mitigation campaign for the City to Louisville's residential and business community. Campaign content and deliverables could include website development, educational materials, community events, graphics, etc. Final campaign scope of work will be determined with staff once the contract is approved.
  - Campaign content includes:
  - Louisville home-hardening ordinance
  - Louisville mitigation strategies including landscaping and tree recommendations
  - Louisville public land management education (grazing, weed management, mowing measures, etc).
  - Work alongside the Recovery & Resilience Division to provide community outreach from the created deliverables to the Louisville community.
  - Research and create recommendations on a Wildfire Urban Interface policy tailored to the Louisville boundaries for City staff to consider.

City of Louisville

CSFS Grant Funds

- Grant Funds - $290,000 + $290,000 (match) = $580,000
  - Goat Grazing - $135,000 (match included)
  - Cattle Grazing - $60,000 (match included)
  - Other treatments - $85,000 (match included)
  - Consulting Services - $150,000 (grant) + $150,000 (match) = $300,000
- Remaining Funds for Consulting Services
  - ~$123,000 (grant)

City of Louisville

Communication Campaign

Selecting Fors Marsh and Campaign Overview

City of Louisville

Request for Proposal Process

RFP Development

- Collaboration between Open Space, Community Development, Recovery & Resilience, City Manager's Office and Communications

Candidates & RFP Review

- 6 total applications
- Criteria included:

Innovation & Creativity	Innovative ideas or approaches to engage the community or provide deliverables to educate the community
Deliverables/Past Examples Impression	Engaging materials. Professionally designed and Louisville specific branding
Campaign Strategy & Approach	Clear understanding and strategy for raising awareness of Louisville's unique wildfire mitigation programs
Experience & Qualifications	Demonstrated experience in wildfire mitigation, safety campaigns, or similar projects.
Budget & Cost-effectiveness	Clear, reasonable budget with justifiable costs. Value for money and sustainability of the project.

City of Louisville

Selecting Fors Marsh

Interview Process

- 3 candidates selected
- Interview Criteria
  - 20-minute presentation
  - Cost proposal
  - Overall impression
  - 5 interview questions

Fors Marsh

- Clear proposal & presentation
- Strong background & experience
  - $1M FEMA Marketing Outreach
- Team of experts
  - Resilience Communications, Climate Resilience, Science& Health Education

City of Louisville

Goals of Campaign

Goals	Objectives
Increase wildfire risk awareness	•Raise public awareness of the likelihood and extent of wildfire risk in Louisville – particularly in areas outside of the Marshall Fire impact areas using the results of Louisville's new wildfire risk assessment
Increase the understanding of wildfire mitigation strategies	•Help the public understand, support and even have a little fun with the new local mitigation practices they might have questions about •Engage and align with the ecosystem of partners who are already frequently engaging with Louisville residents about wildfires through campaigns.
Drive risk-informed decisions and behaviors	•Provide simple and approachable education for homeowners, commercial building owners and operators, contractors, builders, and developers on how and why to comply with new home-hardening ordinance. •Overcome cost and capability barriers to wildfire mitigation and preparedness investments by highlighting accessible options and alternatives for landscaping, home maintenance, and materials.

City of Louisville

Project Audience & Operations

Audience

- Whole City-wide approach
  - Fire-affected community
  - All community members
  - Business community

Staff Teams

- Recovery & Resilience liaison to Fors Marsh
- Internal staff support team
  - Open Space
  - City Manager's Office & Communications
  - Community Development & Economic Vitality
  - Others as needed
- External support partners
  - Wildfire Partners
  - Louisville Fire Protection District
  - Others identified in the process

City of Louisville

Deliverables & Outcomes From Contract

- Phase 1A: Initial Project Meetings & Planning, research, scoping, strategy development.
  - Campaign strategy & project plan
- Phase 1B: Materials Development:
  - Suite of campaign products:
  - (1) Infographic
  - (1) New web-page design on the City of Louisville's website
  - (1) Fact sheet
  - (1) Social media graphic & (1) social media message bank
  - (3) Public signs
  - (2) Edited photos
  - (2) Booth banners
  - (1) Updated web-page design
  - (1) Multipage infographic of full home and each system
  - (1) Microsoft PowerPoint presentation for training contractors

•Phase 2: Education and Outreach – The consultant will work with the City of Louisville team to develop and provide recommendations on implementation strategies for the deliverables created for the wildfire mitigation campaign.

- •Potential deliverables:
- •Communications calendar
- •Campaign Partner inventory

•Phase 3: Final deliverables and close out – At the end of the campaign, the City team and consultants will collaborate to close out the end of the project and ensure all goals, and deliverables are met.

- •Potential deliverables:
- •Campaign implementation playbook
- •WUI policy recommendations paper

City of Louisville

Questions?

City of Louisville

City of Louisville
COLORADO • SINCE 1878

SUBJECT: **DISCUSSION/DIRECTION – COMCAST CABLE FRANCHISE RENEWAL**

DATE: **MARCH 18, 2025**

PRESENTED BY: **MEREDYTH MUTH, INTERIM DEPUTY CITY MANAGER**
SAMMA FOX, INTERIM CITY MANAGER

BACKGROUND:
Comcast Cable is currently the only source of cable television services in Louisville. The company currently operates in Louisville under a *non-exclusive* franchise agreement in effect since 2015. The agreement allows Comcast to use the City's rights-of-way (ROW) in return for the payment of certain rental fees - known as franchise fees. Later this year staff will bring ordinances to Council to consider renewing the City's franchise and establishing customer services standards.

Cable franchises are non-exclusive. Should another cable provider want to offer cable service in Louisville the City would offer that company the same franchise opportunity Comcast now has. To date, no other service providers have asked for a franchise.

Items of Note:

- The City cannot negotiate the content of cable package offerings or the pricing of those services under existing Federal law.
- The City can negotiate the fees charged to Comcast for the use of the City's ROW. 5% of gross revenue is the current fee and also the fee proposed in the new franchise. Comcast is allowed to, and typically does, pass those on to the customers.
- The franchise also includes Public, Education, and Government (PEG) channels which include Channel 8. The franchise provides for Comcast to pay the City 50¢ per subscriber to help pay for capital costs related to broadcasting. As with the franchise fee, Comcast generally passes this charge on to the customers.
- Although Comcast provides broadband internet access, under the Federal regulations governing these franchise agreements, broadband service is not eligible for negotiation under the franchise agreement.

The proposed franchise has not yet been reviewed by Comcast but is based on the model franchise currently in use in the metro area. Staff is proposing a franchise term of ten years, 2025 through 2035. Whether the franchise lasts 10 years or not may be dependent on factors outside of the City's control such as changes in technology and in law.

Under federal law, Comcast is entitled to a franchise renewal if it offers and has the legal, technical, and financial ability to comply with a franchise agreement that meets

the future cable-related needs of the City. If the City and Comcast are unable to informally negotiate an acceptable franchise, under the federal Cable Act, either party may pursue a formal franchise renewal.

To commence a formal franchise renewal proceeding, a cable operator may make a written demand for formal proceedings. Within a very structured and limited time period, the franchising authority determines its future cable-related needs and submits that information to the cable operator. The cable operator then submits a proposed franchise. The franchising authority, within four months of the submission date, must make a preliminary assessment of whether it will accept or deny the cable operator's offered franchise. If the franchising authority does not accept the proposed franchise, the end result, in all likelihood, is federal court litigation. It is not uncommon however, that even when the parties are proceeding through a "formal" renewal process, they will continue to negotiate informally, and the threat of litigation at the end of the process often leads to an eventual "informal" resolution.

Staff brings this forward as an initial discussion of the process and to see if Council has any questions.

FISCAL IMPACT:
In 2024 Comcast paid the City approximately $200,000 in franchise fees, down approximately $60,000 from 2014. That money goes into the General Fund. That number is likely to continue to slowly decrease as people continue to "cut the cord" and choose alternative sources such as streaming.

2024 PEG fees totaled approximately $14,000, down approximately $11,000 from 2014. Those funds must be dedicated to capital costs for Channel 8.

PROGRAM/SUB-PROGRAM IMPACT:
The Administration and Support Services Program ensures efficient and effective government processes including use of the City's rights-of-way to benefit residents.

RECOMMENDATION:
Discussion/Direction

ATTACHMENT(S):
1. Draft 2025 Franchise Agreement
2. 2015 Franchise Agreement
3. FAQs About Cable Franchising

STRATEGIC PLAN IMPACT:

☒	**Financial Stewardship & Asset Management**	☐	**Reliable Core Services**
☐	**Vibrant Economic Climate**	☒	**Quality Programs & Amenities**
☐	**Engaged Community**	☐	**Healthy Workforce**
☐	**Supportive Technology**	☐	**Collaborative Regional Partner**

COMCAST OF COLORADO I, LLC AND
THE CITY OF LOUISVILLE, COLORADO

CABLE FRANCHISE AGREEMENT

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COMCAST OF COLORADO IX, LLC AND
CITY OF LOUISVILLE, COLORADO
CABLE FRANCHISE AGREEMENT

SECTION 1. DEFINITIONS AND EXHIBITS

(A) DEFINITIONS

For the purposes of this Franchise, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

1.1 "Access Programming" means the creation and distribution of video programming and other services and signals where governmental institutions or their designees are the primary users having editorial control over programming and services.

1.2 "Activated" means the status of any capacity or part of the Cable System in which any Cable Service requiring the use of that capacity or part is available without further installation of system equipment, whether hardware or software.

1.3 "Affiliate," when used in connection with Grantee, means any Person who owns or controls, is owned or controlled by, or is under common ownership or control with, Grantee.

1.4 "Applicable Law" means any statute, ordinance, judicial decision, executive order or regulation having the force and effect of law, that determines the legal standing of a case or issue.

1.5 "Bad Debt" means amounts lawfully billed to a Subscriber and owed by the Subscriber for Cable Service and accrued as revenues on the books of Grantee, but not collected after reasonable efforts have been made by Grantee to collect the charges.

1.6 "Basic Service" is the level of programming service which includes, at a minimum, all Broadcast Channels, all PEG SD Access Channels required in this Franchise, and any additional Programming added by the Grantee, and is made available to all Cable Services Subscribers in the Franchise Area.

1.7 "Broadcast Channel" means local commercial television stations, qualified low power stations and qualified local noncommercial educational television stations, as referenced under 47 USC §§ 534 and 535.

1.8 "Broadcast Signal" means a television or radio signal transmitted over the air to a

wide geographic audience, and received by a Cable System by antenna, microwave, satellite dishes or any other means.

1.9 "Cable Act" means the Title VI of the Communications Act of 1934, as amended.

1.10 "Cable Operator" means any Person or groups of Persons, including Grantee, who provide(s) Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System or who otherwise control(s) or is (are) responsible for, through any arrangement, the management and operation of such a Cable System.

1.11 "Cable Service" means the one-way transmission to Subscribers of video programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.12 "Cable System" means any facility, including Grantee's, consisting of a set of closed transmissions paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any Right-of-Way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. §§ 201 *et seq*.), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) (47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with federal statutes; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

1.13 "Channel" means a portion of the electromagnetic frequency spectrum which is used in the Cable System and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).

1.14 "City" is the City of Louisville, Colorado, a body politic and corporate under the laws of the State of Colorado.

1.15 "City Council" means the City Council or its successor, the governing body of the City of Louisville, Colorado.

1.16 "Colorado Communications and Utility Alliance" or "CCUA" means the non-profit entity formed by franchising authorities or local governments in Colorado or its successor entity, whose purpose is, among other things, to communicate with regard to franchising matters collectively and cooperatively.

1.17 "Commercial Subscribers" means any Subscribers other than Residential Subscribers.

1.18 "Designated Access Provider" means the entity or entities designated now or in the future by the City to manage or co-manage Access Channels and facilities. The City may be a Designated Access Provider.

1.19 "Digital Starter Service" means the Tier of optional video programming services, which is the level of Cable Service received by most Subscribers above Basic Service, and does not include Premium Services.

1.20 "Downstream" means carrying a transmission from the Headend to remote points on the Cable System or to Interconnection points on the Cable System.

1.21 "Dwelling Unit" means any building, or portion thereof, that has independent living facilities, including provisions for cooking, sanitation and sleeping, and that is designed for residential occupancy. Buildings with more than one set of facilities for cooking shall be considered Multiple Dwelling Units unless the additional facilities are clearly accessory.

1.22 "FCC" means the Federal Communications Commission.

1.23 "Fiber Optic" means a transmission medium of optical fiber cable, along with all associated electronics and equipment, capable of carrying Cable Service by means of electric lightwave impulses.

1.24 "Franchise" means the document in which this definition appears, *i.e.*, the contractual agreement, executed between the City and Grantee, containing the specific provisions of the authorization granted, including references, specifications, requirements and other related matters.

1.25 "Franchise Area" means the area within the jurisdictional boundaries of the City, including any areas annexed by the City during the term of this Franchise.

1.26 "Franchise Fee" means that fee payable to the City described in subsection 3.1 (A).

1.27 "Grantee" means Comcast of Colorado I, LLC or its lawful successor, transferee or assignee.

1.28 "Gross Revenues" means, and shall be construed broadly to include all revenues derived directly or indirectly by Grantee or an Affiliated Entity that is the cable operator of the Cable System, from the operation of Grantee's Cable System to provide Cable Services within the City. Gross revenues include, by way of illustration and not limitation:

- monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event and video-on-demand Cable Services);

- installation, reconnection, downgrade, upgrade or similar charges associated with changes in subscriber Cable Service levels;

- fees paid to Grantee for channels designated for commercial/leased access use and shall be allocated on a pro rata basis using total Cable Service subscribers within the City;

- converter, remote control, and other Cable Service equipment rentals, leases, or sales;

- Advertising Revenues as defined herein;

- late fees, convenience fees and administrative fees which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total subscriber revenues within the City;

- revenues from program guides;

- Franchise Fees;

- FCC Regulatory Fees; and,

- commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a pro rata basis using total Cable Service subscribers within the City.

(A) "Advertising Revenues" shall mean revenues derived from sales of advertising that are made available to Grantee's Cable System subscribers within the City and shall be allocated on a pro rata basis using total Cable Service subscribers reached by the advertising. Additionally, Grantee agrees that Gross Revenues subject to franchise fees shall include all commissions, rep fees, Affiliated Entity fees, or rebates paid to National Cable Communications ("NCC") and Comcast Spotlight ("Spotlight") or their successors associated with sales of advertising on the Cable System within the City allocated according to this paragraph using total Cable Service subscribers reached by the advertising.

(B) "Gross Revenues" shall not include:

- actual bad debt write-offs, except any portion which is subsequently collected which shall be allocated on a *pro rata* basis using Cable

Services revenue as a percentage of total subscriber revenues within the City;

- any taxes or fees on services furnished by Grantee imposed by any municipality, State or other governmental unit, provided that Franchise Fees and the FCC regulatory fee shall not be regarded as such a tax or fee;

- fees imposed by any municipality, State or other governmental unit on Grantee including but not limited to Public, Educational and Governmental (PEG) Fees;

- launch fees and marketing co-op fees; and,

- unaffiliated third-party advertising sales agency fees which are reflected as a deduction from revenues.

(C) To the extent revenues are received by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a *pro rata* basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, State or local law, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee derives revenues in the City. The City reserves its right to review and to challenge Grantee's calculations.

(D) Grantee reserves the right to change the allocation methodologies set forth in this Section 1.28 in order to meet the standards required by governing accounting principles as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") or the U.S. Securities and Exchange Commission ("SEC"). Grantee will explain and document the required changes to the City within three months of making such changes, and as part of any audit or review of franchise fee payments, and any such changes shall be subject to 1.29(E) below.

(E) Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that reference shall be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") or the U.S. Securities and Exchange Commission ("SEC"). Notwithstanding the forgoing, the City reserves its right to challenge Grantee's calculation of Gross Revenues, including the interpretation of GAAP as promulgated and defined by the FASB, EITF or the SEC.

1.29 "Headend" means any facility for signal reception and dissemination on a Cable System, including cables, antennas, wires, satellite dishes, monitors, switchers, modulators, processors for Broadcast Signals, equipment for the Interconnection of the Cable System with adjacent Cable Systems and Interconnection of any networks which are part of the Cable System, and all other related equipment and facilities.

1.30 "Leased Access Channel" means any Channel or portion of a Channel commercially available for video programming by Persons other than Grantee, for a fee or charge.

1.31 "Manager" means the City Manager of the City or designee.

1.32 "Person" means any individual, sole proprietorship, partnership, association, or corporation, or any other form of entity or organization.

1.33 "Premium Service" means programming choices (such as movie Channels, pay-per-view programs, or video on demand) offered to Subscribers on a per-Channel, per-program or per-event basis.

1.34 "Residential Subscriber" means any Person who receives Cable Service delivered to Dwelling Units or Multiple Dwelling Units, excluding such Multiple Dwelling Units billed on a bulk-billing basis.

1.35 "Right-of-Way" means each of the following which have been dedicated to the public or are hereafter dedicated to the public and maintained under public authority or by others and located within the City: streets, roadways, highways, avenues, lanes, alleys, bridges, sidewalks, easements, rights-of-way and similar public property and areas.

1.36 "State" means the State of Colorado.

1.37 "Subscriber" means any Person who or which elects to subscribe to, for any purpose, Cable Service provided by Grantee by means of or in connection with the Cable System and whose premises are physically wired and lawfully Activated to receive Cable Service from Grantee's Cable System, and who is in compliance with Grantee's regular and nondiscriminatory terms and conditions for receipt of service.

1.38 "Subscriber Network" means that portion of the Cable System used primarily by Grantee in the transmission of Cable Services to Residential Subscribers.

1.39 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received (as provided in 47 U.S.C. Section 153(43)).

1.40 "Telecommunications Service" means the offering of Telecommunications for a fee

directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used (as provided in 47 U.S.C. Section 153(46)).

1.41 "Tier" means a group of Channels for which a single periodic subscription fee is charged.

1.42 "Two-Way" means that the Cable System is capable of providing both Upstream and Downstream transmissions.

1.43 "Upstream" means carrying a transmission to the Headend from remote points on the Cable System or from Interconnection points on the Cable System.

(B) EXHIBITS

The following documents, which are occasionally referred to in this Franchise, are formally incorporated and made a part of this Franchise by this reference:

(1) ***Exhibit A,*** titled Report Form.

(2) ***Exhibit B***, titled Customer Service Standards

SECTION 2. GRANT OF FRANCHISE

2.1 Grant

(A) The City hereby grants to Grantee a nonexclusive authorization to make reasonable and lawful use of the Rights-of-Way within the City to construct, operate, maintain, reconstruct and rebuild a Cable System for the purpose of providing Cable Service subject to the terms and conditions set forth in this Franchise and in any prior utility or use agreements entered into by Grantee with regard to any individual property. This Franchise shall constitute both a right and an obligation to provide the Cable Services required by, and to fulfill the obligations set forth in, the provisions of this Franchise.

(B) Nothing in this Franchise shall be deemed to waive the lawful requirements of any generally applicable City ordinance existing as of the Effective Date, as defined in subsection 2.3.

(C) Every term, provision or condition herein is subject to the provisions of State law, federal law, the Charter of the City, and the ordinances and regulations enacted pursuant thereto. The Charter and Municipal Code of the City, as the same may be amended from time to time, are hereby expressly incorporated into this Franchise as if fully set out herein by this reference. Notwithstanding the foregoing, the City may not unilaterally alter the material rights and obligations of Grantee under this Franchise.

(D) This Franchise shall not be interpreted to prevent the City from imposing additional lawful conditions, including additional compensation conditions, for use of the

Rights-of-Way.

(E) Grantee promises and guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of the Grantee directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the obligations of this Franchise.

(F) No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

(1) Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the City's ordinances and laws;

(2) Any permit, agreement, or authorization required by the City for Right-of-Way users in connection with operations on or in Rights-of-Way or public property including, by way of example and not limitation, street cut permits; or

(3) Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

(G) This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the City has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide the Grantee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

2.2 Use of Rights-of-Way

(A) Subject to the City's supervision and control, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Rights-of-Way within the City such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Cable System within the City. Grantee, through this Franchise, is granted extensive and valuable rights to operate its Cable System for profit using the City's Rights-of-Way in compliance with all applicable City construction codes and procedures. As trustee for the public, the City is entitled to fair compensation as provided for in Section 3 of this Franchise to be paid for these valuable rights throughout the term of the Franchise.

(B) Grantee must follow City-established nondiscriminatory requirements for placement of Cable System facilities in Rights-of-Way, including the specific location of

facilities in the Rights-of-Way, and must in any event install Cable System facilities in a manner that minimizes interference with the use of the Rights-of-Way by others, including others that may be installing communications facilities. Within limits reasonably related to the City's role in protecting public health, safety and welfare, the City may require that Cable System facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to a particular Right-of-Way; may deny access if Grantee is not willing to comply with the City's requirements; and may remove, or require removal of, any facility that is not installed by Grantee in compliance with the requirements established by the City, or which is installed without prior City approval of the time, place or manner of installation, and charge Grantee for all the costs associated with removal; and may require Grantee to cooperate with others to minimize adverse impacts on the Rights-of-Way through joint trenching and other arrangements.

2.3 Effective Date and Term of Franchise

This Franchise and the rights, privileges and authority granted hereunder shall take effect on DATE (the "Effective Date"), and shall terminate on DATE, unless terminated sooner as hereinafter provided.

2.4 Franchise Nonexclusive

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements or licenses granted by the City to any Person to use any property, Right-of-Way, right, interest or license for any purpose whatsoever, including the right of the City to use same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. The City may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with Grantee's authority under this Franchise and for such additional franchises for Cable Systems as the City deems appropriate.

2.5 Police Powers

Grantee's rights hereunder are subject to the police powers of the City to adopt and enforce ordinances necessary to the safety, health, and welfare of the public, and Grantee agrees to comply with all laws and ordinances of general applicability enacted, or hereafter enacted, by the City or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The City shall have the right to adopt, from time to time, such ordinances as may be deemed necessary in the exercise of its police power. The Grantee reserves the right to challenge any ordinance(s) it believes are not a generally applicable exercise of City's police powers. Any conflict between the provisions of this Franchise and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the latter.

2.6 Competitive Equity

(A) The Grantee acknowledges and agrees that the City reserves the right to grant one or more additional franchises or other similar lawful authorization to provide

Cable Services within the City. If the City grants such an additional franchise or other similar lawful authorization containing material terms and conditions that differ from Grantee's material obligations under this Franchise, then the City agrees that the obligations in this Franchise will, pursuant to the process set forth in this Section, be amended to include any material terms or conditions that it imposes upon the new entrant, or provide relief from existing material terms or conditions, so as to insure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: Franchise Fees and Gross Revenues; insurance; System build-out requirements; security instruments; Public, Education and Government Access Channels and support; customer service standards; required reports and related record keeping; competitive equity (or its equivalent); audits; dispute resolution; remedies; and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word-for-word identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are materially equivalent. Video programming services (as defined in the Cable Act) delivered over wireless broadband networks are specifically exempted from the requirements of this Section.

(B) The modification process of this Franchise as provided for in Section 2.6 (A) shall only be initiated by written notice by the Grantee to the City regarding specified franchise obligations. Grantee's notice shall address the following: (1) identifying the specific terms or conditions in the competitive cable services franchise which are materially different from Grantee's obligations under this Franchise; (2) identifying the Franchise terms and conditions for which Grantee is seeking amendments; (3) providing text for any proposed Franchise amendments to the City, with a written explanation of why the proposed amendments are necessary and consistent.

(C) Upon receipt of Grantee's written notice as provided in Section 2.6 (B), the City and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications, and that such negotiation will proceed and conclude within a 90-day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the City and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the City shall amend this Franchise to include the modifications.

(D) In the alternative to Franchise modification negotiations as provided for in Section 2.6 (C), or if the City and Grantee fail to reach agreement in such negotiations, Grantee may, at its option, elect to replace this Franchise by opting into the franchise or other similar lawful authorization that the City grants to another provider of Cable Services, with the understanding that Grantee will use its current system design and technology infrastructure to meet any requirements of the new franchise so as to insure that the regulatory and financial burdens on each entity are equivalent. If Grantee so elects, the City shall immediately commence proceedings to replace this Franchise with the franchise issued to the other Cable Services provider.

(E) Notwithstanding anything contained in this Section 2.6 (A) through (D) to

the contrary, the City shall not be obligated to amend or replace this Franchise unless the new entrant makes Cable Services available for purchase by Subscribers or customers under its franchise agreement with the City.

(F) Notwithstanding any provision to the contrary, at any time that a wireline facilities-based entity, legally authorized by State or federal law, makes available for purchase by Subscribers or customers, Cable Services or multiple Channels of video programming within the Franchise Area without a franchise or other similar lawful authorization granted by the City, then:

(1) Grantee may negotiate with the City to seek Franchise modifications as per Section 2.6(C) above; or

(a) the term of Grantee's Franchise shall, upon ninety (90) days written notice from Grantee, be shortened so that the Franchise shall be deemed to expire on a date eighteen (18) months from the first day of the month following the date of Grantee's notice; or,

(b) Grantee may assert, at Grantee's option, that this Franchise is rendered "commercially impracticable," and invoke the modification procedures set forth in Section 625 of the Cable Act.

2.7 Familiarity with Franchise

The Grantee acknowledges and warrants by acceptance of the rights, privileges and agreements granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all lawful and reasonable risks of the meaning of the provisions, terms and conditions herein. The Grantee further acknowledges and states that it has fully studied and considered the requirements and provisions of this Franchise, and finds that the same are commercially practicable at this time, and consistent with all local, State, and federal laws and regulations currently in effect, including the Cable Act.

2.8 Effect of Acceptance

By accepting the Franchise, the Grantee: (1) acknowledges and accepts the City's legal right to issue and enforce the Franchise; (2) accepts and agrees to comply with every provision of this Franchise subject to Applicable Law; and (3) agrees that the Franchise was granted pursuant to processes and procedures consistent with Applicable Law, and that it will not raise any claim to the contrary.

SECTION 3. FRANCHISE FEE PAYMENT AND FINANCIAL CONTROLS

3.1 Franchise Fee

As compensation for the benefits and privileges granted under this Franchise and in consideration of permission to use the City's Rights-of-Way, Grantee shall continue to

pay as a Franchise Fee to the City, throughout the duration of and consistent with this Franchise, an amount equal to 5% of Grantee's Gross Revenues.

3.2 Payments

Grantee's Franchise Fee payments to the City shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than 45 days after said dates.

3.3 Acceptance of Payment and Recomputation

No acceptance of any payment shall be construed as an accord by the City that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City may have for further or additional sums payable or for the performance of any other obligation of Grantee.

3.4 Quarterly Franchise Fee Reports

Each payment shall be accompanied by a written report to the City, or concurrently sent under separate cover, verified by an authorized representative of Grantee, containing an accurate statement in summarized form, as well as in detail, of Grantee's Gross Revenues and the computation of the payment amount. Such reports shall detail all Gross Revenues of the Cable System.

3.5 Annual Franchise Fee Reports

Grantee shall, within 60 days after the end of each year, furnish to the City a statement stating the total amount of Gross Revenues for the year and all payments, deductions and computations for the period.

3.6 Audits

On an annual basis, upon 30 days prior written notice, the City, including the City's Auditor or their authorized representative, shall have the right to conduct an independent audit/review of Grantee's records reasonably related to the administration or enforcement of this Franchise. Pursuant to subsection 1.29, as part of the Franchise Fee audit/review the City shall specifically have the right to review relevant data related to the allocation of revenue to Cable Services in the event Grantee offers Cable Services bundled with non-Cable Services. For purposes of this section, "relevant data" shall include, at a minimum, Grantee's records, produced and maintained in the ordinary course of business, showing the subscriber counts per package and the revenue allocation per package for each package that was available for City subscribers during the audit period. To the extent that the City does not believe that the relevant data supplied is sufficient for the City to complete its audit/review, the City may require other relevant data. For purposes of this Section 3.6, the "other relevant data" shall generally mean all: (1) billing reports, (2) financial reports (such as General Ledgers) and (3) sample customer bills used by

Grantee to determine Gross Revenues for the Franchise Area that would allow the City to recompute the Gross Revenue determination. If the audit/review shows that Franchise Fee payments have been underpaid by five percent 5% or more (or such other contract underpayment threshold as set forth in a generally applicable and enforceable regulation or policy of the City related to audits), Grantee shall pay the total cost of the audit/review, such cost not to exceed $7,500 for each year of the audit period. The City's right to audit/review and the Grantee's obligation to retain records related to this subsection shall expire three years after each Franchise Fee payment has been made to the City.

3.7 Late Payments

In the event any payment due quarterly is not received within 45 days from the end of the calendar quarter, Grantee shall pay interest on the amount due (at the prime rate as listed in the Wall Street Journal on the date the payment was due), compounded daily, calculated from the date the payment was originally due until the date the City receives the payment.

3.8 Underpayments

If a net Franchise Fee underpayment is discovered as the result of an audit, Grantee shall pay interest at the rate of the 8% per annum, compounded quarterly, calculated from the date each portion of the underpayment was originally due until the date Grantee remits the underpayment to the City.

3.9 Alternative Compensation

In the event the obligation of Grantee to compensate the City through Franchise Fee payments is lawfully suspended or eliminated, in whole or part, then Grantee shall comply with any other Applicable Law related to the right to occupy the City's Rights-of-Way and compensation therefor.

3.10 Maximum Legal Compensation

The parties acknowledge that, at present, applicable federal law limits the City to collection of a maximum permissible Franchise Fee of 5% of Gross Revenues. In the event that at any time during the duration of this Franchise, the City is authorized to collect an amount in excess of 5% of Gross Revenues, then this Franchise may be amended unilaterally by the City through the same process that the Franchise was adopted to provide that such excess amount shall be added to the Franchise Fee payments to be paid by Grantee to the City hereunder, provided that Grantee has received at least 90 days prior written notice from the City of such amendment, so long as all cable operators in the City are paying the same Franchise Fee amount.

3.11 Additional Commitments Not Franchise Fee Payments

(A) The PEG Capital Contribution pursuant to Section 9.6, as well as any charges incidental to the awarding or enforcing of this Franchise (including, without limitation, payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damage) and Grantee's costs of compliance with Franchise obligations (including, without limitation, compliance with customer service standards and build out obligations) shall not be offset against Franchise Fees. Furthermore, the City and Grantee agree that any local tax of general applicability shall be in addition to any Franchise Fees required herein, and there shall be no offset against Franchise Fees. Notwithstanding the foregoing, Grantee reserves all rights to offset cash or non-cash consideration or obligations from Franchise Fees, consistent with Applicable Law. The City likewise reserves all rights it has under Applicable Law. Should Grantee elect to offset the items set forth herein, or other Franchise commitments such as complimentary Cable Service, against Franchise Fees in accordance with Applicable Law, including any Orders resulting from the FCC's 621 proceeding, MB Docket No. 05-311, Grantee shall provide the City with advance written notice. Such notice shall document the proposed offset or service charges so that the City can make an informed decision as to its course of action. Upon receipt of such notice, the City shall have up to 120 days to either (1) maintain the commitment with the understanding that the value shall be offset from Franchise Fees; (2) relieve Grantee from the commitment obligation under the Franchise; or (3) pay for the services rendered pursuant to the commitment in accordance with Grantee's regular and nondiscriminatory term and conditions.

(B) Grantee's notice pursuant to Section 3.11(A) shall, at a minimum, address the following: (1) identify the specific cash or non-cash consideration or obligations that must be offset from Grantee's Franchise Fee obligations; (2) identify the Franchise terms and conditions for which Grantee is seeking amendments; (3) provide text for any proposed Franchise amendments to the City, with a written explanation of why the proposed amendments are necessary and consistent with Applicable Law; (4) provide all information and documentation reasonably necessary to address how and why specific offsets are to be calculated and (5) if applicable, provide all information and documentation reasonably necessary to document how Franchise Fee offsets may be passed through to Subscribers in accordance with 47 U.S.C. 542(e). Nothing in this Section 3.11(B) shall be construed to extend the 120-day time period for the City to make its election under Section 3.11(A); provided, however, that any disagreements or disputes over whether sufficient information has been provided pursuant to this Paragraph (B) may be addressed under Sections 13.1 or 13.2 of this Franchise.

(C) Upon receipt of Grantee's written notice as provided in Section 3.11 (B), the City and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications and agree to what offsets, if any, are to be made to the Franchise Fee obligations. Such negotiation will proceed and conclude within a 120-day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the City and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the City shall amend this Franchise to include those modifications.

(D) If the parties are unable to reach agreement on any Franchise Fee offset issue within 120 days or such other time as the parties may mutually agree, each party reserves all rights it may have under Applicable Law to address such offset issues.

(E) The City acknowledges that Grantee currently provides one outlet of Basic Service and Digital Starter Service and associated equipment to certain City-owned and occupied or leased and occupied buildings, and fire stations located in areas where Grantee provides Cable Service. Outlets of Basic and Digital Starter Service provided in accordance with this subsection may be used to distribute Cable Services throughout such buildings, provided such distribution can be accomplished without causing Cable System disruption and general technical standards are maintained. Grantee's commitment to provide this service is voluntary and may be terminated by Grantee at its sole discretion.

(1) Grantee's termination of complimentary services provided shall be pursuant to the provisions of Section 3.11(A)-(E) above. The City may make a separate election for each account or line of service identified in the notice (for example, the City may choose to accept certain services or accounts as offsets to Franchise Fees and discontinue other services or accounts), so long as all elections are made within 120 days. Grantee shall also provide written notice to each entity that is currently receiving complimentary services with copies of those notice(s) sent to the City.

(2) Notwithstanding the foregoing, Grantee reserves all rights to offset cash or non-cash consideration or obligations from Franchise Fees, consistent with Applicable Law. The City likewise reserves all rights it has under Applicable Law.

(F) The parties understand and agree that offsets may be required and agreed to as a result of the FCC's Order in what is commonly known as the 621 Proceeding, MB Docket No. 05-311. Should there be a new Order in the 621 Proceeding, or any other change in Applicable Law,
which would permit any cash or non-cash consideration or obligations to be required by this Franchise without being offset from Franchise Fees, or would change the scope of the City's regulatory authority over the use of the rights-of-way by the Grantee, the parties shall, within 120 days of written notice from the City, amend this Franchise to reinstate such consideration or obligations without offset from Franchise Fees, and to address the full scope of the City's regulatory authority.

3.12 Tax Liability

The Franchise Fees shall be in addition to any taxes or other levies or assessments which are now or hereafter required to be paid by businesses in general by any law of the City, the State or the United States including, without limitation, sales, use and other taxes, business license fees or other payments. Payment of the Franchise Fees under

this Franchise shall not exempt Grantee from the payment of any other license fee, permit fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by the City. Any other license fees, taxes or charges shall be of general applicability in nature and shall not be levied against Grantee solely because of its status as a Cable Operator, or against Subscribers, solely because of their status as such.

3.13 Financial Records

Grantee agrees to meet with a representative of the City upon request to review Grantee's methodology of record-keeping, financial reporting, the computing of Franchise Fee obligations and other procedures, the understanding of which the City deems necessary for reviewing reports and records.

3.14 Payment on Termination

If this Franchise terminates for any reason, the Grantee shall file with the City within 90 calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year. The City reserves the right to satisfy any remaining financial obligations of the Grantee to the City by utilizing the funds available in the letter of credit or other security provided by the Grantee.

SECTION 4. ADMINISTRATION AND REGULATION

4.1 Authority

(A) The City shall be vested with the power and right to reasonably regulate the exercise of the privileges permitted by this Franchise in the public interest, or to delegate that power and right, or any part thereof, to the extent permitted under federal, State and local law, to any agent including, but not limited to, the CCUA, in its sole discretion.

(B) Nothing in this Franchise shall limit nor expand the City's right of eminent domain under State law.

4.2 Rates and Charges

All of Grantee's rates and charges related to or regarding Cable Services shall be subject to regulation by the City to the full extent authorized by applicable federal, State, and local laws.

4.3 Rate Discrimination

All of Grantee's rates and charges shall be published (in the form of a publicly-available rate card) and be non-discriminatory as to all Persons and organizations of similar classes, under similar circumstances and conditions. Grantee shall apply its rates in accordance with Applicable Law, with identical rates and charges for all Subscribers

receiving identical Cable Services, without regard to race, color, ethnic or national origin, religion, age, sex, sexual orientation, marital, military or economic status, or physical or mental disability or geographic location within the City. Grantee shall offer the same Cable Services to all Residential Subscribers at identical rates to the extent required by Applicable Law and to Multiple Dwelling Unit Subscribers to the extent authorized by FCC rules or applicable federal law. Grantee shall permit Subscribers to make any lawful in-residence connections the Subscriber chooses without additional charge nor penalizing the Subscriber therefor. However, if any in-home connection requires service from Grantee due to signal quality, signal leakage or other factors, caused by improper installation of such in-home wiring or faulty materials of such in-home wiring, the Subscriber may be charged reasonable service charges by Grantee. Nothing herein shall be construed to prohibit:

(A) The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns; or,

(B) The offering of reasonable discounts to senior citizens or economically disadvantaged citizens; or,

(C) The offering of rate discounts for Cable Service; or,

(D) The Grantee from establishing different and nondiscriminatory rates and charges and classes of service for Commercial Subscribers, as allowable by federal law and regulations.

4.4 Filing of Rates and Charges

(A) Throughout the term of this Franchise, Grantee shall maintain on file with the City a complete schedule of applicable rates and charges for Cable Services provided under this Franchise. Nothing in this subsection shall be construed to require Grantee to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns.

(B) Upon request of the City, Grantee shall provide a complete schedule of current rates and charges for any Leased Access Channels, or portions of such Channels, provided by Grantee. The schedule shall include a description of the price, terms, and conditions established by Grantee for Leased Access Channels.

4.5 Cross Subsidization

Grantee shall comply with all Applicable Laws regarding rates for Cable Services and all Applicable Laws covering issues of cross subsidization.

4.6 Reserved Authority

Both Grantee and the City reserve all rights they may have under the Cable Act and

any other relevant provisions of federal, State, or local law.

4.7 Franchise Amendment Procedure

Either party may at any time seek an amendment of this Franchise by so notifying the other party in writing. Within 30 days of receipt of notice, the City and Grantee shall meet to discuss the proposed amendment(s). If the parties reach a mutual agreement upon the suggested amendment(s), such amendment(s) shall be submitted to the City Council for its approval. If so approved by the City Council and the Grantee, then such amendment(s) shall be deemed part of this Franchise. If mutual agreement is not reached, there shall be no amendment.

4.8 Late Fees

(A) For purposes of this subsection, any assessment, charge, cost, fee or sum, however characterized, that the Grantee imposes upon a Subscriber solely for late payment of a bill is a late fee and shall be applied in accordance with the City's Customer Service Standards, as the same may be amended from time to time by the City Council acting by ordinance or resolution, or as the same may be superseded by Applicable Law.

(B) Nothing in this subsection shall be deemed to create, limit or otherwise affect the ability of the Grantee, if any, to impose other assessments, charges, fees or sums other than those permitted by this subsection, for the Grantee's other services or activities it performs in compliance with Applicable Law, including FCC law, rule or regulation.

(C) The Grantee's late fee and disconnection policies and practices shall be consistent with Applicable Law.

4.9 Force Majeure

In the event Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by reason beyond the control of Grantee, Grantee shall have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise or to procure a substitute for such obligation which is satisfactory to the City. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, work stoppages or labor disputes, power outages, telephone network outages, and severe or unusual weather conditions which have a direct and substantial impact on the Grantee's ability to provide Cable Services in the City and which was not caused and could not have been avoided by the Grantee which used its best efforts in its operations to avoid such results.

If Grantee believes that a reason beyond its control has prevented or delayed its compliance with the terms of this Franchise, Grantee shall provide documentation as reasonably required by the City to substantiate the Grantee's claim. If Grantee has not yet cured the deficiency, Grantee shall also provide the City with its proposed plan for

remediation, including the timing for such cure.

4.10 Time Limits Strictly Construed

Whenever this Franchise sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of Grantee to perform within the allotted time may be considered a breach of this Franchise, and sufficient grounds for the City to invoke any relevant remedy in accordance with Section 13.1 of this Franchise.

SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

5.1 Indemnification

(A) General Indemnification. Grantee shall indemnify, defend and hold the City, its officers, officials, boards, commissions, agents and employees, harmless from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses, arising from any casualty or accident to Person or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, reconstruction, or any other act done under this Franchise, by or for Grantee, its agents, or its employees, or by reason of any neglect or omission of Grantee. Grantee shall consult and cooperate with the City while conducting its defense of the City. Grantee shall not be obligated to indemnify the City to the extent of the City's negligence or willful misconduct.

(B) Indemnification for Relocation. Grantee shall indemnify the City for any damages, claims, additional costs or reasonable expenses assessed against, or payable by, the City arising out of, or resulting from, directly or indirectly, Grantee's failure to remove, adjust or relocate any of its facilities in the Rights-of-Way in a timely manner in accordance with any relocation required by the City.

(C) Additional Circumstances. Grantee shall also indemnify, defend and hold the City harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses in any way arising out of:

(1) The lawful actions of the City in granting this Franchise to the extent such actions are consistent with this Franchise and Applicable Law.

(2) Damages arising out of any failure by Grantee to secure consents from the owners, authorized distributors, or licensees/licensors of programs to be delivered by the Cable System, whether or not any act or omission complained of is authorized, allowed or prohibited by this Franchise.

(D) Procedures and Defense. If a claim or action arises, the City or any other indemnified party shall promptly tender the defense of the claim to Grantee, which

defense shall be at Grantee's expense. The City may participate in the defense of a claim, but if Grantee provides a defense at Grantee's expense, then Grantee shall not be liable for any attorneys' fees, expenses or other costs that the City may incur if it chooses to participate in the defense of a claim, unless and until separate representation as described below in Paragraph 5.1(F) is required. In that event the provisions of Paragraph 5.1(F) shall govern Grantee's responsibility for the City's attorney's fees, expenses or other costs. In any event, Grantee may not agree to any settlement of claims affecting the City without the City's approval.

(E) Non-waiver. The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this subsection.

(F) Expenses. If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest between the City and the counsel selected by Grantee to represent the City, Grantee shall pay, from the date such separate representation is required forward, all reasonable expenses incurred by the City in defending itself with regard to any action, suit or proceeding indemnified by Grantee. Provided, however, that in the event that such separate representation is or becomes necessary, and the City desires to hire counsel or any other outside experts or consultants and desires Grantee to pay those expenses, then the City shall be required to obtain Grantee's consent to the engagement of such counsel, experts or consultants, such consent not to be unreasonably withheld. The City's expenses shall include all reasonable out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by the City Attorney or his/her assistants or any employees of the City or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Grantee.

5.2 Insurance

(A) Grantee shall maintain in full force and effect at its own cost and expense each of the following policies of insurance, but in no event shall occurrence basis minimum limits be less than provided for by C.R.S. §24-10-114(1)(b):

(1) Commercial General Liability insurance with limits of no less than $2 million per occurrence and $5 million general aggregate. Coverage shall be at least as broad as that provided by ISO CG 00 01 1/96 or its equivalent and include severability of interests. Such insurance shall name the City, its officers, officials and employees as additional insureds per ISO CG 2026 or its equivalent. There shall be a waiver of subrogation and rights of recovery against the City, its officers, officials and employees. Coverage shall apply as to claims between insureds on the policy, if applicable.

(2) Commercial Automobile Liability insurance with minimum combined single limits of $1 million each occurrence with respect to each of Grantee's owned, hired and non-owned vehicles assigned to or used in the operation of the Cable

System in the City. The policy shall contain a severability of interests provision.

(3) Statutory workers' compensation and employer's liability insurance in an amount of one million dollars ($1,000,000) each accident/disease/policy limit.

(B) The insurance shall not be canceled or materially changed so as to be out of compliance with these requirements without 30 days' written notice first provided to the City, via certified mail, and 10 days' notice for nonpayment of premium. If the insurance is canceled or materially altered so as to be out of compliance with the requirements of this subsection within the term of this Franchise, Grantee shall provide a replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required, for the duration of this Franchise and, in the case of the Commercial General Liability, for at least one year after expiration of this Franchise.

5.3 Deductibles / Certificate of Insurance

Any deductible of the policies shall not in any way limit Grantee's liability to the City.

(A) Endorsements.

(1) All policies shall contain, or shall be endorsed so that:

(a) The City, its officers, officials, boards, commissions, employees and agents are to be covered as, and have the rights of, additional insureds with respect to liability arising out of activities performed by, or on behalf of, Grantee under this Franchise or Applicable Law, or in the construction, operation or repair, or ownership of the Cable System;

(b) Grantee's insurance coverage shall be primary insurance with respect to the City, its officers, officials, boards, commissions, employees and agents. Any insurance or self-insurance maintained by the City, its officers, officials, boards, commissions, employees and agents shall be in excess of the Grantee's insurance and shall not contribute to it; and

(c) Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

(B) Acceptability of Insurers. The insurance obtained by Grantee shall be placed with insurers with a Best's rating of no less than "A VII."

(C) Verification of Coverage. The Grantee shall furnish the City with certificates of insurance and endorsements or a copy of the page of the policy reflecting blanket additional insured status. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf.

The certificates and endorsements for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices.

(D) Self-Insurance. In the alternative to providing a certificate of insurance to the City certifying insurance coverage as required above, Grantee may provide self-insurance in the same amount and level of protection for Grantee and the City, its officers, agents and employees as otherwise required under this Section. The adequacy of self-insurance shall be subject to the periodic review and approval of the City.

5.4 Letter of Credit

(A) If there is a claim by the City of an uncured breach by Grantee of a material provision of this Franchise or pattern of repeated violations of any provision(s) of this Franchise, then the City may require and Grantee shall establish and provide, within 30 days from receiving notice from the City, to the City as security for the faithful performance by Grantee of all of the provisions of this Franchise, a letter of credit from a financial institution satisfactory to the City in the amount of $50,000.

(B) In the event that Grantee establishes a letter of credit pursuant to the procedures of this Section, then the letter of credit shall be maintained at $50,000 until the allegations of the uncured breach have been resolved.

(C) As an alternative to the provision of a Letter of Credit to the City as set forth in Subsections 5.4 (A) and (B) above, if the City is a member of CCUA, and if Grantee provides a Letter of Credit to CCUA in an amount agreed to between Grantee and CCUA for the benefit of its members, in order to collectively address claims referenced in 5.4 (A), Grantee shall not be required to provide a separate Letter of Credit to the City.

(D) After completion of the procedures set forth in Section 13.1 or other applicable provisions of this Franchise, the letter of credit may be drawn upon by the City for purposes including, but not limited to, the following:

(1) Failure of Grantee to pay the City sums due under the terms of this Franchise;

(2) Reimbursement of costs borne by the City to correct Franchise violations not corrected by Grantee;

(3) Monetary remedies or damages assessed against Grantee due to default or breach of Franchise requirements; and,

(4) Failure to comply with the Customer Service Standards of the City, as the same may be amended from time to time by the City Council acting by ordinance or resolution.

(E) The City shall give Grantee written notice of any withdrawal under this subsection upon such withdrawal. Within 7 days following receipt of such notice, Grantee

shall restore the letter of credit to the amount required under this Franchise.

(F) Grantee shall have the right to appeal to the City Council for reimbursement in the event Grantee believes that the letter of credit was drawn upon improperly. Grantee shall also have the right of judicial appeal if Grantee believes the letter of credit has not been properly drawn upon in accordance with this Franchise. Any funds the City erroneously or wrongfully withdraws from the letter of credit shall be returned to Grantee with interest, from the date of withdrawal at a rate equal to the prime rate of interest as quoted in the Wall Street Journal.

SECTION 6. CUSTOMER SERVICE

6.1 Customer Service Standards

Grantee shall comply with Customer Service Standards of the City, as the same may be amended from time to time by the City Council in its sole discretion acting by ordinance or resolution. Any requirement in Customer Service Standards for a "local" telephone number may be met by the provision of a toll-free number. The Customer Services Standards in effect as of the Effective Date of this Franchise are attached as Exhibit B. Grantee reserves the right to challenge any customer service standards which it believes is inconsistent with its contractual rights under this Franchise.

6.2 Subscriber Privacy

Grantee shall fully comply with any provisions regarding the privacy rights of Subscribers contained in federal, State, or local law.

6.3 Subscriber Contracts

Grantee shall not enter into a contract with any Subscriber which is in any way inconsistent with the terms of this Franchise, or any Exhibit hereto, or the requirements of any applicable Customer Service Standard. Upon request, Grantee will provide to the City a sample of the Subscriber contract or service agreement then in use.

6.4 Advance Notice to City

The Grantee shall use reasonable efforts to furnish information provided to Subscribers or the media in the normal course of business to the City in advance.

6.5 Identification of Local Franchise Authority on Subscriber Bills

Within 60 days after written request from the City, Grantee shall place the City's phone number on its Subscriber bills, to identify where a Subscriber may call to address escalated complaints.

SECTION 7. REPORTS AND RECORDS

7.1 Open Records

Grantee shall manage all of its operations in accordance with a policy of keeping its documents and records open and accessible to the City. The City, including the City's Auditor or his/her authorized representative, shall have access to, and the right to inspect, any books and records of Grantee, its parent corporations and Affiliates which are reasonably related to the administration or enforcement of the terms of this Franchise. Grantee shall not deny the City access to any of Grantee's records on the basis that Grantee's records are under the control of any parent corporation, Affiliate or a third party. The City may, in writing, request copies of any such records or books and Grantee shall provide such copies within 30 days of the transmittal of such request. One copy of all reports and records required under this or any other subsection shall be furnished to the City, at the sole expense of Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may request, in writing within 10 days, that the City inspect them at Grantee's local offices. If any books or records of Grantee are not kept in a local office and not made available in copies to the City upon written request as set forth above, and if the City determines that an examination of such records is necessary or appropriate for the performance of any of the City's duties, administration or enforcement of this Franchise, then all reasonable travel and related expenses incurred in making such examination shall be paid by Grantee.

7.2 Confidentiality

The City agrees to treat as confidential any books or records that constitute proprietary or confidential information under federal or State law, to the extent Grantee makes the City aware of such confidentiality. Grantee shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information, and shall provide a brief written explanation as to why such information is confidential under State or federal law. If the City believes it must release any such confidential books and records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. If the City receives a demand from any Person for disclosure of any information designated by Grantee as confidential, the City shall, so far as consistent with Applicable Law, advise Grantee and provide Grantee with a copy of any written request by the party demanding access to such information within a reasonable time. Until otherwise ordered by a court or agency of competent jurisdiction, the City agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential as set forth above to any Person. Grantee shall reimburse the City for all reasonable costs and attorneys fees incurred in any legal proceedings pursued under this Section.

7.3 Records Required

(A) Grantee shall at all times maintain, and shall furnish to the City upon 30 days written request and subject to Applicable Law:

(1) A complete set of maps showing the exact location of all Cable System equipment and facilities in the Right-of-Way but excluding detail on proprietary electronics contained therein and Subscriber drops. As-built maps including proprietary electronics shall be available at Grantee's offices for inspection by the City's authorized representative(s) or agent(s) and made available to such during the course of technical inspections as reasonably conducted by the City. These maps shall be certified as accurate by an appropriate representative of the Grantee;

(2) A copy of all FCC filings on behalf of Grantee, its parent corporations or Affiliates which relate to the operation of the Cable System in the City;

(3) Current Subscriber Records and information;

(4) A log of Cable Services added or dropped, Channel changes, number of Subscribers added or terminated, all construction activity, and total homes passed for the previous 12 months; and

(5) A list of Cable Services, rates and Channel line-ups.

(B) Subject to subsection 7.2, all information furnished to the City is public information, and shall be treated as such, except for information involving the privacy rights of individual Subscribers.

7.4 Annual Reports

Within 60 days of the City's written request, Grantee shall submit to the City a written report, in a form acceptable to the City, which shall include, but not necessarily be limited to, the following information for the City:

(A) A Gross Revenue statement, as required by subsection 3.5 of this Franchise;

(B) A summary of the previous year's activities in the development of the Cable System, including, but not limited to, Cable Services begun or discontinued during the reporting year, and the number of Subscribers for each class of Cable Service (*i.e.*, Basic, Digital Starter, and Premium);

(C) The number of homes passed, beginning and ending plant miles, any services added or dropped, and any technological changes occurring in the Cable System;

(D) A statement of planned construction, if any, for the next year; and,

(E) A copy or hyperlink of the most recent annual report Grantee filed with the

SEC or other governing body.

The parties agree that the City's request for these annual reports shall remain effective, and need only be made once. Such a request shall require the Grantee to continue to provide the reports annually, until further written notice from the City to the contrary.

7.5 Copies of Federal and State Reports

Within 30 days of a written request, Grantee shall submit to the City copies of all pleadings, applications, notifications, communications and documents of any kind, submitted by Grantee or its parent corporation(s), to any federal, State or local courts, regulatory agencies and other government bodies if such documents directly relate to the operations of Grantee's Cable System within the City. Grantee shall not claim confidential, privileged or proprietary rights to such documents unless under federal, State, or local law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency.

7.6 Complaint File and Reports

(A) Grantee shall keep an accurate and comprehensive file of any complaints regarding the Cable System, in a manner consistent with the privacy rights of Subscribers, and Grantee's actions in response to those complaints. These files shall remain available for viewing to the City during normal business hours at Grantee's local business office.

(B) Within 30 days of a written request, Grantee shall provide the City a quarterly executive summary in the form attached hereto as **Exhibit A**, which shall include the following information from the preceding quarter:

(1) A summary of service calls, identifying the number and nature of the requests and their disposition;

(2) A log of all service interruptions;

(3) A summary of customer complaints referred by the City to Grantee; and,

(4) Such other information as reasonably requested by the City.

The parties agree that the City's request for these summary reports shall remain effective, and need only be made once. Such a request shall require the Grantee to continue to provide the reports quarterly, until further written notice from the City to the contrary.

7.7 Failure to Report

The failure or neglect of Grantee to file any of the reports or filings required under this Franchise or such other reports as the City may reasonably request (not including

clerical errors or errors made in good faith), may, at the City's option, be deemed a breach of this Franchise.

7.8 False Statements

Any false or misleading statement or representation in any report required by this Franchise (not including clerical errors or errors made in good faith) may be deemed a material breach of this Franchise and may subject Grantee to all remedies, legal or equitable, which are available to the City under this Franchise or otherwise.

SECTION 8. PROGRAMMING

8.1 Broad Programming Categories

Grantee shall provide or enable the provision of at least the following initial broad categories of programming to the extent such categories are reasonably available:

(A) Educational programming;

(B) Colorado news, weather & information;

(C) National and international news, weather and information;

(D) Colorado sports;

(E) National and international sports;

(F) General entertainment (including movies);

(G) Children/family-oriented;

(H) Arts, culture and performing arts;

(I) Foreign language;

(J) Science/documentary;

(K) Public, Educational and Government Access, to the extent required by this Franchise.

8.2 Deletion or Reduction of Broad Programming Categories

(A) Grantee shall not delete or so limit as to effectively delete any broad category of programming within its control without the prior written consent of the City.

(B) In the event of a modification proceeding under federal law, the mix and quality of Cable Services provided by Grantee on the Effective Date of this Franchise

shall be deemed the mix and quality of Cable Services required under this Franchise throughout its term.

8.3 Obscenity

Grantee shall not transmit, or permit to be transmitted over any Channel subject to its editorial control, any programming which is obscene under, or violates any provision of, Applicable Law relating to obscenity, and is not protected by the Constitution of the United States. Grantee shall be deemed to have transmitted or permitted a transmission of obscene programming only if a court of competent jurisdiction has found that any of Grantee's officers or employees or agents have permitted programming which is obscene under, or violative of, any provision of Applicable Law relating to obscenity, and is otherwise not protected by the Constitution of the United States, to be transmitted over any Channel subject to Grantee's editorial control. Grantee shall comply with all relevant provisions of federal law relating to obscenity.

8.4 Parental Control Device

Upon request by any Subscriber, Grantee shall make available a parental control or lockout device, traps or filters to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter. Any device offered shall be at a rate, if any, in compliance with Applicable Law.

8.5 Continuity of Service Mandatory

(A) It shall be the right of all Subscribers to continue to receive Cable Service from Grantee insofar as their financial and other obligations to Grantee are honored. The Grantee shall act so as to ensure that all Subscribers receive continuous, uninterrupted Cable Service regardless of the circumstances. For the purposes of this subsection, "uninterrupted" does not include short-term outages of the Cable System for maintenance or testing.

(B) In the event of a change of grantee, or in the event a new Cable Operator acquires the Cable System in accordance with this Franchise, Grantee shall cooperate with the City, new franchisee or Cable Operator in maintaining continuity of Cable Service to all Subscribers. During any transition period, Grantee shall be entitled to the revenues for any period during which it operates the Cable System, and shall be entitled to reasonable costs for its services when it no longer operates the Cable System.

(C) In the event Grantee fails to operate the Cable System for four consecutive days without prior approval of the Manager, or without just cause, the City may, at its option, operate the Cable System itself or designate another Cable Operator until such time as Grantee restores service under conditions acceptable to the City or a permanent Cable Operator is selected. If the City is required to fulfill this obligation for Grantee,

Grantee shall reimburse the City for all reasonable costs or damages that are the result of Grantee's failure to perform.

8.6 Services for People With Disabilities

Grantee shall comply with the Americans with Disabilities Act and any amendments thereto.

SECTION 9. ACCESS

9.1 Designated Access Providers

(A) The City shall have the sole and exclusive responsibility for identifying the Designated Access Providers, including itself for Access purposes, to control and manage the use of any or all Access Facilities provided by Grantee under this Franchise. As used in this Section, such “Access Facilities” includes the Channels, services, facilities, equipment, technical components or financial support provided under this Franchise, which is used or useable by and for Public Access, Educational Access, and Government Access (“PEG” or “PEG Access”).

(B) Grantee shall cooperate with the City in the City’s efforts to provide Access programming, but will not be responsible or liable for any damages resulting from a claim in connection with the programming placed on the Access Channels by the Designated Access Provider.

9.2 Channel Capacity and Use

(A) Grantee shall make available to City one (1) Downstream Channel for PEG use as provided for in this Section.

(B) Grantee shall have the right to temporarily use any Channel, or portion thereof, which is allocated under this Section for Public, Educational, or Governmental Access use, within 60 days after a written request for such use is submitted to the City, if such Channel is not "fully utilized" as defined herein. A Channel shall be considered fully utilized if substantially unduplicated programming is delivered over it more than an average of 38 hours per week over a six-month period. Programming that is repeated on an Access Channel up to two times per day shall be considered “unduplicated programming.” Character-generated programming shall be included for purposes of this subsection. If a Channel allocated for Public, Educational, or Governmental Access use will be used by Grantee in accordance with the terms of this subsection, the institution to which the Channel has been allocated shall have the right to require the return of the Channel or portion thereof. The City shall request return of such Channel space by delivering written notice to Grantee stating that the institution is prepared to fully utilize the Channel, or portion thereof, in accordance with this subsection. In such event, the Channel or portion thereof shall be returned to such institution within 60 days after receipt by Grantee of such written notice.

(C) High Definition (“HD”) Digital Access Channel.

(1) Grantee shall continue to provide one (1) HD Access Channel, for which the City may provide Access Channel signals in HD format to the demarcation point at the designated point of origination for the Access Channel. Activation of the HD Access Channel shall continue so long as the following conditions are satisfied:

(a) The City or its Designated Access Provider has the capabilities to produce, has been producing and will produce programming in an HD format for the newly activated HD Access Channel; and,

(b) There will be a minimum of five hours per day, five days per week of HD PEG programming available for each HD Access Channel. For the purposes of this subsection, character-generated programming (i.e., community bulletin boards) shall not satisfy, in whole or in part, this programming requirement unless the character-generated programming is included on a channel that also contains HD PEG video programming on the same screen.

(2) The City shall be responsible for providing the HD Access Channel signal in an HD digital format to the demarcation point at the designated point of origination for the HD Access Channel. For purposes of this Franchise, an HD signal refers to a television signal delivering picture resolution of either 720 or 1080, or such other resolution in this same range that Grantee utilizes for other similar non-sport, non-movie programming channels on the Cable System, whichever is greater.

(3) Grantee shall transport and distribute the HD Access Channel signal on its Cable System and shall not unreasonably discriminate against HD Access Channels with respect to accessibility, functionality and to the application of any applicable Federal Communications Commission Rules & Regulations, including without limitation Subpart K Channel signal standards. With respect to signal quality, Grantee shall not be required to carry a HD Access Channel in a higher quality format than that of the HD Access Channel signal delivered to Grantee, but Grantee shall distribute the HD Access Channel signal without degradation. Grantee shall carry all components of the HD Access Channel signals provided by the Designated Access Provider including, but not limited to, closed captioning, stereo audio and other elements associated with the Programming. Upon reasonable written request by the City, Grantee shall verify signal delivery to Subscribers with the City, consistent with the requirements of this Section 9.2(D).

(4) The HD Access Channel may require Subscribers to buy or lease special equipment, available to all Subscribers, and subscribe to those tiers of Cable Service, upon which HD channels are made available. Grantee is not required to provide free HD equipment to Subscribers, including complimentary

government and educational accounts, nor modify its equipment or pricing policies in any manner.

(5) The City or any Designated Access Provider is responsible for acquiring all equipment necessary to produce programming in HD.

(6) Grantee shall cooperate with the City to procure and provide, at the City's cost, all necessary transmission equipment from the Designated Access Provider channel origination point, at Grantee's headend and through Grantee's distribution system, in order to deliver the HD Access Channel. The City shall be responsible for the costs of all transmission equipment, including HD modulator and demodulator, and encoder or decoder equipment, and multiplex equipment, required in order for Grantee to receive and distribute the HD Access Channel signal, or for the cost of any resulting upgrades to the video return line. The City and Grantee agree that such expense of acquiring and installing the transmission equipment or upgrades to the video return line qualifies as a capital cost for PEG Facilities within the meaning of the Cable Act 47 U.S.C.A. Section 542(g)(20)(C), and therefore is an appropriate use of revenues derived from those PEG Capital fees provided for in this Franchise.

(D) There shall be no restriction on Grantee's technology used to deploy and deliver HD signals so long as the requirements of the Franchise are otherwise met. Grantee may 30 implement HD carriage of the PEG channel in any manner (including selection of compression, utilization of IP, and other processing characteristics) that produces a signal quality for the consumer that is reasonably comparable and functionally equivalent to similar commercial HD channels carried on the Cable System. In the event the City believes that Grantee fails to meet this standard, the City will notify Grantee of such concern, and Grantee will respond to any complaints in a timely manner.

9.3 Access Channel Assignments

Grantee will use reasonable efforts to minimize the movement of HD Access Channel assignment. Grantee shall also use reasonable efforts to institute common HD Access Channel assignments among the CCUA members served by the same Headend as the City for compatible Access programming, for example, assigning all Educational Access Channels programmed by higher education organizations to the same Channel number. In addition, Grantee will make reasonable efforts to locate the HD Access Channel provided pursuant to Subsection 9.2(C) in a location on its HD Channel line-up that is easily accessible to Subscribers.

9.4 Relocation of Access Channels

Grantee shall provide the City a minimum of 60 days' notice, and use its best efforts to provide one hundred and 120 days' notice, prior to the time Public, Educational, and Governmental Access Channel designations are changed.

9.5 Support for Access Costs

During the term of this Franchise, within one hundred twenty (120) days of a written request from the City, Grantee shall provide to the City up to 0.52% of Grantee's Gross Revenues per month (the "Access Contribution") to be used solely for capital costs related to Public, Educational and Governmental Access, or as may be permitted by Applicable Law. Grantee shall make Access Contribution payments quarterly, following the effective date of this Franchise for the preceding quarter ending March 31, June 30, September 30, and December 31. Each payment shall be due and payable no later than forty-five (45) days following the end of the quarter. The City shall have sole discretion to allocate the expenditure of such payments for any capital costs related to Access

9.6 Access Support Not Franchise Fees

Grantee agrees that capital support for Access Costs arising from or relating to the obligations set forth in this Section shall in no way modify or otherwise affect Grantee's obligations to pay Franchise Fees to the City. Grantee agrees that although the sum of Franchise Fees plus the payments set forth in this Section may total more than 5% of Grantee's Gross Revenues in any 12-month period, the additional PEG Contribution shall not be offset or otherwise credited in any way against any Franchise Fee payments under this Franchise Agreement so long as such support is used for capital Access purposes consistent with this Franchise and federal law.

9.7 Access Channels On Lowest Priced HD Service Tier

The HD Access Channel under this Franchise Agreement shall be included by Grantee, without limitation, as part of the lowest-priced tier of HD Cable Service upon which Grantee provides HD programming content.

9.8 Change In Technology

In the event Grantee makes any change in the Cable System and related equipment and Facilities or in Grantee's signal delivery technology, which directly or indirectly affects the signal quality or transmission of Access services or programming, Grantee shall at its own expense take necessary technical steps or provide necessary technical assistance, including the acquisition of all necessary equipment, and full training of the City's Access personnel to ensure that the capabilities of Access services are not diminished or adversely affected by such change. If the City implements a new video delivery technology that is currently offered and can be accommodated on the Grantee's local Cable System then the same provisions above shall apply. If the City implements a new video delivery technology that is not currently offered on or that cannot be accommodated by the Grantee's local Cable System, then the City shall be responsible for acquiring all necessary equipment, facilities, technical assistance, and training to deliver the signal to the Grantee's headend for distribution to subscribers.

9.9 Technical Quality

Grantee shall maintain all upstream and downstream Access services and Channels on its side of the demarcation point at the same level of technical quality and reliability required by this Franchise Agreement and all other applicable laws, rules and regulations for Residential Subscriber Channels. Grantee shall provide routine maintenance for all transmission equipment on its side of the demarcation point, including modulators, decoders, multiplex equipment, and associated cable and equipment necessary to carry a quality signal to and from the City's facilities for the Access Channels provided under this Franchise Agreement. Grantee shall also provide, if requested in advance by the City, advice and technical expertise regarding the proper operation and maintenance of transmission equipment on the City's side of the demarcation point. The City shall be responsible for all initial and replacement costs of all HD modulator and demodulator equipment. The City shall also be responsible, at its own expense, to replace any of the Grantee's equipment that is damaged by the gross negligence or intentional acts of City staff. The Grantee shall be responsible, at its own expense, to replace any of the Grantee's equipment that is damaged by the gross negligence or intentional acts of Grantee's staff. The City will be responsible for the cost of repairing or replacing any HD PEG Access and web-based video on demand transmission equipment that Grantee maintains that is used exclusively for transmission of the City's or its Designated Access Providers' HD Access programming.

9.10 Access Cooperation

The City may designate any other jurisdiction which has entered into an agreement with Grantee or an Affiliate of Grantee based upon this Franchise Agreement, any CCUA member, the CCUA, or any combination thereof to receive any Access benefit due to the City hereunder, 32 or to share in the use of Access Facilities hereunder. The purpose of this subsection shall be to allow cooperation in the use of Access and the application of any provision under this Section as the City in its sole discretion deems appropriate, and Grantee shall cooperate fully with, and in, any such arrangements by the City.

9.11 Return Lines/Access Origination

(A) As of the Effective Date, the return line utilized for the provision of the City's Access programming by the City as of the Effective Date, was constructed into the Golden City Hall located at 911 10th Street, Golden, Colorado (the "City Hall"). Grantee shall continuously maintain that return line previously constructed to the City Hall, throughout the Term of the Franchise, in order to enable the distribution of Access programming to Residential Subscribers on the Access Channel; provided however that Grantee's maintenance obligations with respect to the return line at the City Hall shall cease if that location is no longer used in the future by the City to originate Access programming or to transmit Access programming to Grantee.

(B) Grantee shall construct and maintain new Fiber Optic return lines to the Headend from production facilities of new or relocated Designated Access Providers, including the City if it relocates the Access Facilities or return line provided pursuant to this Section 9.11 (A), delivering Access programming to Residential Subscribers as requested in writing by the City. All actual construction costs incurred by Grantee from the nearest interconnection point to the Designated Access Provider shall be paid by the City or the Designated Access Provider. New return lines shall be completed within one year from the request of the City or its Designated Access Provider, or as otherwise agreed to by the parties. If an emergency situation necessitates movement of production facilities to a new location, the parties shall work together to complete the new return line as soon as reasonably possible.

SECTION 10. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

10.1 Right to Construct

Subject to Applicable Law, regulations, rules, resolutions and ordinances of the City and the provisions of this Franchise, Grantee may perform all construction in the Rights-of-Way for any facility needed for the maintenance or extension of Grantee's Cable System.

10.2 Right-of-Way Meetings

Grantee will regularly attend and participate in meetings of the City, of which the Grantee is made aware, regarding Right-of-Way issues that may impact the Cable System.

10.3 Joint Trenching/Boring Meetings

Grantee will regularly attend and participate in planning meetings of the City, of which the Grantee is made aware, to anticipate joint trenching and boring. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, licensees, permittees, and franchisees so as to reduce so far as possible the number of Right-of-Way cuts within the City.

10.4 General Standard

All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. All installations of equipment shall be permanent in nature, durable and installed in accordance with good engineering practices.

10.5 Permits Required for Construction

Prior to doing any work in the Right-of Way or other public property, Grantee shall apply for, and obtain, appropriate permits from the City. As part of the permitting process, the City may impose such conditions and regulations as are necessary for the purpose of

protecting any structures in such Rights-of-Way, proper restoration of such Rights-of-Way and structures, the protection of the public, and the continuity of pedestrian or vehicular traffic. Such conditions may also include the provision of a construction schedule and maps showing the location of the facilities to be installed in the Right-of-Way. Grantee shall pay all applicable fees for the requisite City permits received by Grantee.

10.6 Emergency Permits

In the event that emergency repairs are necessary, Grantee shall immediately notify the City of the need for such repairs. Grantee may initiate such emergency repairs, and shall apply for appropriate permits within 48 hours after discovery of the emergency.

10.7 Compliance with Applicable Codes

(A) City Construction Codes. Grantee shall comply with all applicable City construction codes, including, without limitation, the International Building Code and other building codes, the International Fire Code, the National Electrical Code, the Electronic Industries Association Standard for Physical Location and Protection of Below-Ground Fiber Optic Cable Plant, and zoning codes and regulations.

(B) Tower Specifications. Antenna supporting structures (towers) shall be designed for the proper loading as specified by the Electronics Industries Association (EIA), as those specifications may be amended from time to time. Antenna supporting structures (towers) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable federal, State, and local codes or regulations.

(C) Safety Codes. Grantee shall comply with all federal, State and City safety requirements, rules, regulations, laws and practices, and employ all necessary devices as required by Applicable Law during construction, operation and repair of its Cable System. By way of illustration and not limitation, Grantee shall comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.

10.8 GIS Mapping

Grantee shall comply with any generally applicable ordinances, rules and regulations of the City regarding geographic information mapping systems for users of the Rights-of-Way.

10.9 Minimal Interference

Work in the Right-of-Way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Grantee's Cable System shall be constructed and maintained in such manner as not to interfere

with sewers, water pipes, or any other property of the City, or with any other pipes, wires, conduits, pedestals, structures, or other facilities that may have been laid in the Rights-of-Way by, or under, the City's authority. The Grantee's Cable System shall be located, erected and maintained so as not to endanger or interfere with the lives of Persons, or to interfere with new improvements the City may deem proper to make or to unnecessarily hinder or obstruct the free use of the Rights-of-Way or other public property, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation or removal thereof, and shall not obstruct or impede traffic. In the event of such interference, the City may require the removal or relocation of Grantee's lines, cables, equipment and other appurtenances from the property in question at Grantee's expense.

10.10 Prevent Injury/Safety

Grantee shall provide and use any equipment and facilities necessary to control and carry Grantee's signals so as to prevent injury to the City's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change and improve its facilities to keep them in good repair, and safe and presentable condition. All excavations made by Grantee in the Rights-of-Way shall be properly safeguarded for the prevention of accidents by the placement of adequate barriers, fences or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights.

10.11 Hazardous Substances

(A) Grantee shall comply with all Applicable Laws, statutes, regulations and orders concerning hazardous substances relating to Grantee's Cable System in the Rights-of-Way.

(B) Upon reasonable notice to Grantee, the City may inspect Grantee's facilities in the Rights-of-Way to determine if any release of hazardous substances has occurred, or may occur, from or related to Grantee's Cable System. In removing or modifying Grantee's facilities as provided in this Franchise, Grantee shall also remove all residue of hazardous substances related thereto.

(C) Grantee agrees to indemnify the City against any claims, costs, and expenses, of any kind, whether direct or indirect, incurred by the City arising out of a release of hazardous substances caused by Grantee's Cable System.

10.12 Locates

Prior to doing any work in the Right-of-Way, Grantee shall give appropriate notices to the City and to the notification association established in C.R.S. Section 9-1.5-105, as such may be amended from time to time.

Within 48 hours after any City bureau or franchisee, licensee or permittee notifies

Grantee of a proposed Right-of-Way excavation, Grantee shall, at Grantee's expense:

(A) Mark on the surface all of its located underground facilities within the area of the proposed excavation;

(B) Notify the excavator of any unlocated underground facilities in the area of the proposed excavation; or

(C) Notify the excavator that Grantee does not have any underground facilities in the vicinity of the proposed excavation.

10.13 Notice to Private Property Owners

Grantee shall give notice to private property owners of work on or adjacent to private property in accordance with the City's Customer Service Standards, as the same may be amended from time to time by the City Council acting by ordinance or resolution.

10.14 Underground Construction and Use of Poles

(A) When required by general ordinances, resolutions, regulations or rules of the City or applicable State or federal law, Grantee's Cable System shall be placed underground at Grantee's expense unless funding is generally available for such relocation to all users of the Rights-of-Way. Placing facilities underground does not preclude the use of ground-mounted appurtenances.

(B) Where electric, telephone, and other above-ground utilities are installed underground at the time of Cable System construction, or when all such wiring is subsequently placed underground, all Cable System lines shall also be placed underground with other wireline service at no expense to the City or Subscribers unless funding is generally available for such relocation to all users of the Rights-of-Way. Related Cable System equipment, such as pedestals, must be placed in accordance with the City's applicable code requirements and rules. In areas where either electric or telephone utility wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.

(C) The Grantee shall utilize existing poles and conduit wherever possible.

(D) In the event Grantee cannot obtain the necessary poles and related facilities pursuant to a pole attachment agreement, and only in such event, then it shall be lawful for Grantee to make all needed excavations in the Rights-of-Way for the purpose of placing, erecting, laying, maintaining, repairing, and removing poles, supports for wires and conductors, and any other facility needed for the maintenance or extension of Grantee's Cable System. All poles of Grantee shall be located as designated by the proper City authorities.

(E) This Franchise does not grant, give or convey to the Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the City or any other Person. Copies of agreements for the use of poles, conduits or other utility facilities must be provided upon request by the City.

10.15 Undergrounding of Multiple Dwelling Unit Drops

In cases of single site Multiple Dwelling Units, Grantee shall minimize the number of individual aerial drop cables by installing multiple drop cables underground between the pole and Multiple Dwelling Unit where determined to be technologically feasible in agreement with the owners and/or owner's association of the Multiple Dwelling Units.

10.16 Burial Standards

(A) Depths. Unless otherwise required by law, Grantee, and its contractors, shall comply with the following burial depth standards. In no event shall Grantee be required to bury its cable deeper than electric or gas facilities, or existing telephone facilities in the same portion of the Right-of-Way, so long as those facilities have been buried in accordance with Applicable Law:

> Underground cable drops from the curb shall be buried at a minimum depth of twelve (12) inches, unless a sprinkler system or other construction concerns preclude it, in which case, underground cable drops shall be buried at a depth of at least six (6) inches.
>
> Feeder lines shall be buried at a minimum depth of eighteen (18) inches.
>
> Trunk lines shall be buried at a minimum depth of thirty-six (36) inches.
>
> Fiber Optic cable shall be buried at a minimum depth of thirty-six (36) inches.

In the event of a conflict between this subsection and the provisions of any customer service standard, this subsection shall control.

(B) Timeliness. Cable drops installed by Grantee to residences shall be buried according to these standards within one calendar week of initial installation, or at a time mutually-agreed upon between the Grantee and the Subscriber. When freezing surface conditions prevent Grantee from achieving such timetable, Grantee shall apprise the Subscriber of the circumstances and the revised schedule for burial, and shall provide the Subscriber with Grantee's telephone number and instructions as to how and when to call Grantee to request burial of the line if the revised schedule is not met.

10.17 Cable Drop Bonding

Grantee shall ensure that all cable drops are properly bonded at the home, consistent with applicable code requirements.

10.18 Prewiring

Any ordinance or resolution of the City which requires prewiring of subdivisions or other developments for electrical and telephone service shall be construed to include wiring for Cable Systems.

10.19 Repair and Restoration of Property

(A) The Grantee shall protect public and private property from damage. If damage occurs, the Grantee shall promptly notify the property owner within 24 hours in writing.

(B) Whenever Grantee disturbs or damages any Right-of-Way, other public property or any private property, Grantee shall promptly restore the Right-of-Way or property to at least its prior condition, normal wear and tear excepted, at its own expense.

(C) Rights-of-Way and Other Public Property. Grantee shall warrant any restoration work performed by or for Grantee in the Right-of-Way or on other public property in accordance with Applicable Law. If restoration is not satisfactorily performed by the Grantee within a reasonable time, the City may, after prior notice to the Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the cost of those repairs from the Grantee. Within 30 days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, the Grantee shall pay the City.

(D) Private Property. Upon completion of the work which caused any disturbance or damage, Grantee shall promptly commence restoration of private property, and will use best efforts to complete the restoration within 72 hours, considering the nature of the work that must be performed. Grantee shall also perform such restoration in accordance with the City's Customer Service Standards, as the same may be amended from time to time by the City Council acting by ordinance or resolution.

10.20 Acquisition of Facilities

Upon Grantee's acquisition of Cable System-related facilities in any City Right-of-Way, or upon the addition to the City of any area in which Grantee owns or operates any such facility, Grantee shall, at the City's request, submit to the City a statement describing all such facilities involved, whether authorized by franchise, permit, license or other prior right, and specifying the location of all such facilities to the extent Grantee has possession of such information. Such Cable System-related facilities shall immediately be subject to the terms of this Franchise.

10.21 Discontinuing Use/Abandonment of Cable System Facilities

Whenever Grantee intends to discontinue using any facility within the Rights-of-Way, Grantee shall submit for the City's approval a complete description of the facility and the date on which Grantee intends to discontinue using the facility. Grantee may remove the facility or request that the City permit it to remain in place. Notwithstanding Grantee's request that any such facility remain in place, the City may require Grantee to remove the facility from the Right-of-Way or modify the facility to protect the public health, welfare, safety, and convenience, or otherwise serve the public interest. The City may require Grantee to perform a combination of modification and removal of the facility. Grantee shall complete such removal or modification in accordance with a schedule set by the City. Until such time as Grantee removes or modifies the facility as directed by the City, or until the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Grantee shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Right-of-Way, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility. If Grantee abandons its facilities, the City may choose to use such facilities for any purpose whatsoever including, but not limited to, Access purposes.

10.22 Movement of Cable System Facilities For City Purposes

The City shall have the right to require Grantee to relocate, remove, replace, modify or disconnect Grantee's facilities and equipment located in the Rights-of-Way or on any other property of the City for public purposes, in the event of an emergency, or when the public health, safety or welfare requires such change (for example, without limitation, by reason of traffic conditions, public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the City for public purposes). Such work shall be performed at the Grantee's expense. Except during an emergency, the City shall provide reasonable notice to Grantee, not to be less than forty-five (45) business days or as otherwise required by Applicable Law, and allow Grantee with the opportunity to perform such action. In the event of any capital improvement project exceeding $500,000 in expenditures by the City which requires the removal, replacement, modification or disconnection of Grantee's facilities or equipment, the City shall provide at least sixty (60) days' written notice to Grantee. Following notice by the City, Grantee shall relocate, remove, replace, modify or disconnect any of its facilities or equipment within any Right-of-Way, or on any other property of the City. If the City requires Grantee to relocate its facilities located within the Rights-of-Way, the City shall make a reasonable effort to provide Grantee with an alternate location within the Rights-of-Way. If funds are generally made available to users of the Rights-of-Way for such relocation, Grantee shall be entitled to its pro rata share of such funds.

If the Grantee fails to complete this work within the time prescribed and to the City's satisfaction, the City may cause such work to be done and bill the cost of the work to the Grantee, including all costs and expenses incurred by the City due to Grantee's delay. In

such event, the City shall not be liable for any damage to any portion of Grantee's Cable System. Within thirty (30) days of receipt of an itemized list of those costs, the Grantee shall pay the City.

10.23 Movement of Cable System Facilities for Other Franchise Holders

If any removal, replacement, modification or disconnection of the Cable System is required to accommodate the construction, operation or repair of the facilities or equipment of another City franchise holder, Grantee shall, after at least thirty (30) days' advance written notice, take action to effect the necessary changes requested by the responsible entity. Grantee shall require that the costs associated with the removal or relocation be paid by the benefited party.

10.24 Temporary Changes for Other Permittees

At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder, and Grantee may require a reasonable deposit of the estimated payment in advance.

10.25 Reservation of City Use of Right-of-Way

Nothing in this Franchise shall prevent the City or public utilities owned, maintained or operated by public entities other than the City from constructing sewers; grading, paving, repairing or altering any Right-of-Way; laying down, repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of Grantee's Cable System.

10.26 Tree Trimming

Grantee may prune or cause to be pruned, using proper pruning practices, any tree in the City's Rights-of-Way which interferes with Grantee's Cable System. Grantee shall comply with any general ordinance or regulations of the City regarding tree trimming. Except in emergencies, Grantee may not prune trees at a point below thirty (30) feet above sidewalk grade until one (1) week written notice has been given to the owner or occupant of the premises abutting the Right-of-Way in or over which the tree is growing. The owner or occupant of the abutting premises may prune such tree at his or her own expense during this one (1) week period. If the owner or occupant fails to do so, Grantee may prune such tree at its own expense. For purposes of this subsection, emergencies exist when it is necessary to prune to protect the public or Grantee's facilities from imminent danger only.

10.27 Inspection of Construction and Facilities

The City may inspect any of Grantee's facilities, equipment or construction at any time upon at least twenty-four (24) hours' notice, or, in case of emergency, upon demand without prior notice. The City shall have the right to charge generally applicable inspection fees therefore. If an unsafe condition is found to exist, the City, in addition to taking any other action permitted under Applicable Law, may order Grantee, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the City establishes. The City has the right to correct, inspect, administer and repair the unsafe condition if Grantee fails to do so, and to charge Grantee therefore.

10.28 Stop Work

(A) On notice from the City that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the City.

(B) The stop work order shall:

(1) Be in writing;

(2) Be given to the Person doing the work, or posted on the work site;

(3) Be sent to Grantee by overnight delivery at the address given herein;

(4) Indicate the nature of the alleged violation or unsafe condition; and

(5) Establish conditions under which work may be resumed.

10.29 Work of Contractors and Subcontractors

Grantee's contractors and subcontractors shall be licensed and bonded in accordance with the City's ordinances, regulations and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it, and shall ensure that all such work is performed in compliance with this Franchise and other Applicable Law, and shall be jointly and severally liable for all damages and correcting all damage caused by them. It is Grantee's responsibility to ensure that contractors, subcontractors or other Persons performing work on Grantee's behalf are familiar with the requirements of this Franchise and other Applicable Law governing the work performed by them.

SECTION 11. CABLE SYSTEM, TECHNICAL STANDARDS AND TESTING

11.1 Subscriber Network

(A) Grantee's Cable System shall consist of a mix of fiber to the premises and HFC and shall provide Activated Two-Way capability. The Cable System shall be capable of supporting video and audio. The Cable System shall deliver no less than one hundred (150) Channels of digital video programming services to Subscribers, provided that the Grantee reserves the right to use the bandwidth in the future for other uses based on market factors.

(B) Equipment must be installed so that all closed captioning programming received by the Cable System shall include the closed caption signal so long as the closed caption signal is provided consistent with FCC standards. Equipment must be installed so that all local signals received in stereo or with secondary audio tracks (broadcast and Access) are retransmitted in those same formats.

(C) All construction shall be subject to the City's permitting process.

(D) Grantee and City shall meet, at the City's request, to discuss the progress of the design plan and construction.

(E) Grantee will take prompt corrective action if it finds that any facilities or equipment on the Cable System are not operating as expected, or if it finds that facilities and equipment do not comply with the requirements of this Franchise or Applicable Law.

(F) Grantee's construction decisions shall be based solely upon legitimate engineering decisions and shall not take into consideration the income level of any particular community within the Franchise Area.

11.2 Technology Assessment

(A) The City may notify Grantee on or after five years after the Effective Date, that the City will conduct a technology assessment of Grantee's Cable System. The technology assessment may include, but is not limited to, determining whether Grantee's Cable System technology and performance are consistent with current technical practices and range and level of services existing in the 15 largest U.S. cable systems owned and operated by Grantee's Parent Corporation or Affiliates pursuant to franchises that have been renewed or extended since the Effective Date.

(B) Grantee shall cooperate with the City to provide necessary non-confidential and proprietary information upon the City's reasonable request as part of the technology assessment.

(C) At the discretion of the City, findings from the technology assessment may be included in any proceeding commenced for the purpose of identifying future cable-related community needs and interests undertaken by the City pursuant to 47 U.S.C. §546.

11.3 Standby Power

Grantee's Cable System Headend shall be capable of providing at least 12 hours of emergency operation. In addition, throughout the term of this Franchise, Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than four hours. This outage plan and evidence of requisite implementation resources shall be presented to the City no later than 30 days following receipt of a request.

11.4 Emergency Alert Capability

Grantee shall provide an operating Emergency Alert System ("EAS") throughout the term of this Franchise in compliance with FCC standards. Grantee shall test the EAS as required by the FCC. Upon request, the City shall be permitted to participate in or witness the EAS testing up to twice a year on a schedule formed in consultation with Grantee. If the test indicates that the EAS is not performing properly, Grantee shall make any necessary adjustment to the EAS, and the EAS shall be retested.

11.5 Technical Performance

The technical performance of the Cable System shall meet or exceed all applicable federal (including, but not limited to, the FCC), State and local technical standards, as they may be amended from time to time, regardless of the transmission technology utilized. The City shall have the full authority permitted by Applicable Law to enforce compliance with these technical standards.

11.6 Cable System Performance Testing

(A) Grantee shall provide to the City a copy of its current written process for resolving complaints about the quality of the video programming services signals delivered to Subscriber and shall provide the City with any amendments or modifications to the process at
such time as they are made.

(B) Grantee shall, at Grantee's expense, maintain all aggregate data of Subscriber
complaints related to the quality of the video programming service signals delivered by Grantee in the City for a period of at least one year, and individual Subscriber complaints from the City for a period of at least three years, and make such information available to the City upon reasonable request.

(C) Grantee shall maintain written records of all results of its Cable System tests, performed by or for Grantee. Copies of such test results will be provided to the City upon reasonable request.

(D) Grantee shall perform any tests required by the FCC.

11.7 Additional Tests

Where there exists other evidence which in the judgment of the City casts doubt upon the reliability or technical quality of Cable Service, the City shall have the right and authority to require Grantee to test, analyze and report on the performance of the Cable System. Grantee shall fully cooperate with the City in performing such testing and shall prepare the results and a report, if requested, within 30 days after testing. Such report shall include the following information:

(A) the nature of the complaint or problem which precipitated the special tests;

(B) the Cable System component tested;

(C) the equipment used and procedures employed in testing;

(D) the method, if any, in which such complaint or problem was resolved; and

(E) any other information pertinent to said tests and analysis which may be required.

SECTION 12. SERVICE AVAILABILITY

(A) In General. Except as otherwise provided in herein, Grantee shall provide Cable Service within seven days of a request by any Person within the City. For purposes of this Section, a request shall be deemed made on the date of signing a service agreement, receipt of funds by Grantee, receipt of a written request by Grantee or receipt by Grantee of a verified verbal request. Except as otherwise provided herein, Grantee shall provide such service:

(1) With no line extension charge except as specifically authorized elsewhere in this Franchise Agreement.

(2) At a non-discriminatory installation charge for a standard installation, consisting of a 125 foot drop connecting to an inside wall for Residential Subscribers, with additional charges for non standard installations computed according to a non discriminatory methodology for such installations, adopted by Grantee and provided in writing to the City;

(3) At non discriminatory monthly rates for Residential Subscribers.

(B) Service to Multiple Dwelling Units. Consistent with this Section 12.1, the Grantee shall offer the individual units of a Multiple Dwelling Unit all Cable Services offered to other Dwelling Units in the City and shall individually wire units upon request of the property owner or renter who has been given written authorization by the owner; provided, however, that any such offering is conditioned upon the Grantee having legal access to said unit. The City acknowledges that the Grantee cannot control the dissemination of particular Cable Services beyond the point of demarcation at a Multiple

Dwelling Unit.

(C) Customer Charges for Extensions of Service. Grantee agrees to extend its Cable System to all persons living in areas with a residential density of 35 residences per mile of Cable System plant. If the residential density is less than 35 residences per 5,280 cable-bearing strand feet of trunk or distribution cable, service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor and easements. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the Grantee and customers in the area in which service may be expanded, the Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of residences per 5,280 cable-bearing strand feet of its trunk or distribution cable and whose denominator equals 35. Customers who request service hereunder will bear the remainder of the construction and other costs on a pro-rata basis. The Grantee may require that the payment of the capital contribution in aid of construction borne by such potential customers be paid in advance.

SECTION 13. FRANCHISE VIOLATIONS

13.1 Procedure for Remedying Franchise Violations

(A) If the City reasonably believes that Grantee has failed to perform any obligation under this Franchise or has failed to perform in a timely manner, the City shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged default. Grantee shall have thirty (30) days from the receipt of such notice to:

(1) respond to the City, contesting the City's assertion that a default has occurred, and requesting a meeting in accordance with subsection (B), below;

(2) cure the default; or,

(3) notify the City that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify the City in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the City may set a meeting in accordance with subsection (B) below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable.

(B) If Grantee does not cure the alleged default within the cure period stated above, or by the projected completion date under subsection (A)(3), or denies the default and requests a meeting in accordance with (A)(1), or the City orders a meeting in accordance with subsection (A)(3), the City shall set a meeting to investigate said issues or the existence of the alleged default. The City shall notify Grantee of the meeting in writing and such meeting shall take place no less than thirty (30) days after Grantee's receipt of notice of the meeting. At the meeting, Grantee shall be provided an opportunity to be heard and to present evidence in its defense.

(C) If, after the meeting, the City determines that a default exists, the City reserves the right to seek any remedy that may be available at law or in equity, including without limitation, revocation, and Grantee reserves the right to assert any defenses it may have to the City's position.

(D) No provision of this Franchise shall be deemed to bar the right of the City to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of the City to recover monetary damages for such violations by Grantee, or to seek and obtain judicial enforcement of Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

13.2 Procedures in the Event of Termination or Revocation

(A) If this Franchise expires without renewal after completion of all processes available under this Franchise and federal law or is otherwise lawfully terminated or revoked, the City may, subject to Applicable Law:

(1) Allow Grantee to maintain and operate its Cable System on a month-to-month basis or short-term extension of this Franchise for not less than six (6) months, unless a sale of the Cable System can be closed sooner or Grantee demonstrates to the City's satisfaction that it needs additional time to complete the sale; or

(2) Purchase Grantee's Cable System in accordance with the procedures set forth in subsection 13.3, below.

(B) In the event that a sale has not been completed in accordance with subsections (A)(1) or (A)(2) above, the City may order the removal of the above-ground Cable System facilities and such underground facilities from the City at Grantee's sole expense within a reasonable period of time as determined by the City. In removing its plant, structures and equipment, Grantee shall refill, at is own expense, any excavation that is made by it and shall leave all Rights-of-Way, public places and private property in as good condition as that prevailing prior to Grantee's removal of its equipment without affecting the electrical or telephone cable wires or attachments. The indemnification and insurance provisions and the letter of credit shall remain in full force and effect during the period of removal, and Grantee shall not be entitled to, and agrees not to request, compensation of any sort therefore.

(C) If Grantee fails to complete any removal required by subsection 13.2 (B) to the City's satisfaction, after written notice to Grantee, the City may cause the work to be done and Grantee shall reimburse the City for the costs incurred within 30 days after receipt of an itemized list of the costs, or the City may recover the costs through the letter of credit provided by Grantee.

(D) The City may seek legal and equitable relief to enforce the provisions of this

Franchise.

13.3 Purchase of Cable System

(A) If at any time this Franchise is revoked, terminated, or not renewed upon expiration in accordance with the provisions of federal law, the City shall have the option to purchase the Cable System.

(B) The City may, at any time thereafter, offer in writing to purchase Grantee's Cable System. Grantee shall have 30 days from receipt of a written offer from the City within which to accept or reject the offer.

(C) In any case where the City elects to purchase the Cable System, the purchase shall be closed within 120 days of the date of the City's audit of a current profit and loss statement of Grantee. The City shall pay for the Cable System in cash or certified funds, and Grantee shall deliver appropriate bills of sale and other instruments of conveyance.

(D) For the purposes of this subsection, the price for the Cable System shall be determined as follows:

(1) In the case of the expiration of the Franchise without renewal, at fair market value determined on the basis of Grantee's Cable System valued as a going concern, but with no value allocated to the Franchise itself. In order to obtain the fair market value, this valuation shall be reduced by the amount of any lien, encumbrance, or other obligation of Grantee which the City would assume.

(2) In the case of revocation for cause, the equitable price of Grantee's Cable System.

13.4 Receivership and Foreclosure

(A) At the option of the City, subject to Applicable Law, this Franchise may be revoked 120 days after the appointment of a receiver or trustee to take over and conduct the business of Grantee whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

(1) The receivership or trusteeship is vacated within 120 days of appointment; or

(2) The receivers or trustees have, within 120 days after their election or appointment, fully complied with all the terms and provisions of this Franchise, and have remedied all defaults under the Franchise. Additionally, the receivers or trustees shall have executed an agreement duly approved by the court having jurisdiction, by which the receivers or trustees assume and agree to be bound by every term, provision and limitation of this Franchise.

(B) If there is a foreclosure or other involuntary sale of the whole or any part of

the plant, property and equipment of Grantee, the City may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Franchise shall be revoked thirty (30) days after service of such notice, unless:

(1) The City has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with the City to assume and be bound by all of the terms and conditions of this Franchise.

13.5 No Monetary Recourse Against the City

Grantee shall not have any monetary recourse against the City or its officers, officials, boards, commissions, agents or employees for any loss, costs, expenses or damages arising out of any provision or requirement of this Franchise or the enforcement thereof, in accordance with the provisions of applicable federal, State and local law. The rights of the City under this Franchise are in addition to, and shall not be read to limit, any immunities the City may enjoy under federal, State or local law.

13.6 Effect of Abandonment

If the Grantee abandons its Cable System during the Franchise term, or fails to operate its Cable System in accordance with its duty to provide continuous service, the City, at its option, may operate the Cable System; designate another entity to operate the Cable System temporarily until the Grantee restores service under conditions acceptable to the City, or until the Franchise is revoked and a new franchisee is selected by the City; or obtain an injunction requiring the Grantee to continue operations. If the City is required to operate or designate another entity to operate the Cable System, the Grantee shall reimburse the City or its designee for all reasonable costs, expenses and damages incurred.

13.7 What Constitutes Abandonment

The City shall be entitled to exercise its options in subsection 13.6 if:

(A) The Grantee fails to provide Cable Service in accordance with this Franchise over a substantial portion of the Franchise Area for 4 consecutive days, unless the City authorizes a longer interruption of service; or

(B) The Grantee, for any period, willfully and without cause refuses to provide Cable Service in accordance with this Franchise.

SECTION 14. FRANCHISE RENEWAL AND TRANSFER

14.1 Renewal

(A) The City and Grantee agree that any proceedings undertaken by the City that relate to the renewal of the Franchise shall be governed by and comply with the

provisions of Section 626 of the Cable Act, unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or State law.

(B) In addition to the procedures set forth in said Section 626(a), the City agrees to notify Grantee of the completion of its assessments regarding the identification of future cable-related community needs and interests, as well as the past performance of Grantee under the then-current Franchise term. Notwithstanding anything to the contrary set forth herein, Grantee and the City agree that at any time during the term of the then current Franchise, while affording the public adequate notice and opportunity for comment, the City and Grantee may agree to undertake and finalize negotiations regarding renewal of the then current Franchise and the City may grant a renewal thereof. Grantee and the City consider the terms set forth in this subsection to be consistent with the express provisions of Section 626 of the Cable Act.

(C) Should the Franchise expire without a mutually agreed upon renewed Franchise Agreement and Grantee and the City are engaged in an informal or formal renewal process, the Franchise shall continue on a month-to-month basis so long as consistent with the City Charter, with the same terms and conditions as provided in the Franchise, and the Grantee and the City shall continue to comply with all obligations and duties under the Franchise.

14.2 Transfer of Ownership or Control

(A) The Cable System and this Franchise shall not be sold, assigned, transferred, leased or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger or consolidation; nor shall title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any Person or entity without the prior written consent of the City, which consent shall be by the City Council, acting by ordinance~~/resolution~~.

(B) The Grantee shall promptly notify the City of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Grantee. The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. Every change, transfer or acquisition of control of the Grantee shall make this Franchise subject to cancellation unless and until the City shall have consented in writing thereto.

(C) The parties to the sale or transfer shall make a written request to the City for its approval of a sale or transfer and furnish all information required by law and the City.

(D) In seeking the City's consent to any change in ownership or control, the proposed transferee shall indicate whether it:

(1) Has ever been convicted or held liable for acts involving deceit

including any violation of federal, State, or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts;

(2) Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction;

(3) Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a cable system or a broadband system;

(4) Is financially solvent, by submitting financial data including financial statements that are audited by a certified public accountant who may also be an officer of the transferee, along with any other data that the City may reasonably require; and

(5) Has the financial, legal and technical capability to enable it to maintain and operate the Cable System for the remaining term of the Franchise.

(E) The City shall act by ordinance on the request within 120 days of the request, provided it has received all information required by this Franchise or by Applicable Law. The City and the Grantee may by mutual agreement, at any time, extend the 120-day period. Subject to the foregoing, if the City fails to render a final decision on the request within 120 days, such request shall be deemed granted unless the requesting party and the City agree to an extension of time.

(F) Within 30 days of any transfer or sale, if approved or deemed granted by the City, Grantee shall file with the City a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee, and the transferee shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to Applicable Law. In the event of a change in control in which the Grantee is not replaced by another entity, the Grantee will continue to be bound by all of the provisions of the Franchise, subject to Applicable Law, and will not be required to file an additional written acceptance.

(G) In reviewing a request for sale or transfer, the City may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the City in so inquiring. The City may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate, in accordance with Applicable Law.

(H) Notwithstanding anything to the contrary in this subsection, the prior approval of the City shall not be required for any sale, assignment or transfer of the Franchise or Cable System to an entity controlling, controlled by or under the same common control as Grantee, provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by the City and must agree

in writing to comply with all of the provisions of the Franchise. Further, Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of the City; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise.

SECTION 15. SEVERABILITY

If any Section, subsection, paragraph, term or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph, term or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

SECTION 16. MISCELLANEOUS PROVISIONS

16.1 Preferential or Discriminatory Practices Prohibited

NO DISCRIMINATION IN EMPLOYMENT. In connection with the performance of work under this Franchise, the Grantee agrees not to refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any Person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Grantee further agrees to insert the foregoing provision in all subcontracts hereunder. Throughout the term of this Franchise, Grantee shall fully comply with all equal employment or non-discrimination provisions and requirements of federal, State and local laws, and in particular, FCC rules and regulations relating thereto.

16.2 Notices

Throughout the term of the Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent overnight delivery postage prepaid to such respective address and such notices shall be effective upon the date of mailing. These addresses may be changed by the City or the Grantee by written notice at any time. At the Effective Date of this Franchise:

Grantee's address shall be:

COMCAST OF COLORADO I, LLC
8000 E. Iliff Ave.
Denver, CO 80231
Attn: Government Affairs

The City's address shall be:

City of Louisville
749 Main Street

Louisville, CO 80027
Attn: City Manager

16.3 Descriptive Headings

The headings and titles of the Sections and subsections of this Franchise are for reference purposes only, and shall not affect the meaning or interpretation of the text herein.

16.4 Publication Costs to be Borne by Grantee

Grantee shall reimburse the City for all costs incurred in publishing this Franchise, if such publication is required.

16.5 Binding Effect

This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

16.6 No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner which would indicate any such relationship with the other.

16.7 Waiver

The failure of the City at any time to require performance by the Grantee of any provision hereof shall in no way affect the right of the City hereafter to enforce the same. Nor shall the waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

16.8 Reasonableness of Consent or Approval

Whenever under this Franchise “reasonableness” is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards as well as business and economic considerations.

16.9 Entire Agreement

This Franchise and all Exhibits represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral negotiations between the parties.

16.10 Jurisdiction

Venue for any judicial dispute between the City and Grantee arising under or out of this Franchise shall be in Boulder County District Court, Colorado, or in the United States District Court in Denver.

IN WITNESS WHEREOF, this Franchise is signed in the name of the City of Louisville, Colorado this ___ day of _____, 2024.

ATTEST:

CITY OF LOUISVILLE, COLORADO:

_____
City Clerk

_____
Mayor

Accepted and approved this _____ day of _____, 2024.

COMCAST OF COLORADO I, LLC

EXHIBIT A: REPORT FORM

Comcast
Quarterly Executive Summary - Escalated Complaints
Section 7.6 (B) of our Franchise Agreement
Quarter Ending _____, Year
LOUISVILLE, COLORADO

Type of Complaint	Number of Calls
Accessibility	0
Billing, Credit and Refunds	0
Courtesy	0
Drop Bury	0
Installation	0
Notices/Easement Issues (Non-Rebuild)	0
Pedestal	0
Problem Resolution	0
Programming	0
Property Damage (Non-Rebuild)	0
Rates	0
Rebuild/Upgrade Damage	0
Rebuild/Upgrade Notices/Easement Issues	0
Reception/Signal Quality	0
Safety	0
Service and Install Appointments	0
Service Interruptions	0
Serviceability	0
TOTAL	**0**

Compliments	

EXHIBIT B: CUSTOMER SERVICE STANDARDS

Introduction

The purpose of the Standards is to establish uniform requirements for the quality of service cable operators are expected to offer their customers in the City of Louisville (the "City" or "Franchise Authority") area. The Standards are subject to change from time to time.

The Franchise Authority encourages the Cable Operator to exceed these standards in their day-to-day operations and as such, understands that the Cable Operator may modify their operations in exceeding these standards.

The Standards incorporate the Customer Service Obligations published by the Federal Communications Commission (Section 76.309), April, 1993 and customer service standards of cable television service providers operating in Colorado. Based upon the City's assessment of the needs of citizens, the City has adopted, modified and created standards specially tailored to the City, based upon the model standards adopted by the Colorado Communications and Utility Alliance (the "CCUA").

The Standards require the cable operator, in certain circumstances, to post a security fund or letter of credit ensuring Customer Service. The security fund is to be used when the cable company fails to respond to a citizen complaint that the franchising authority determines is valid, and to provide a mechanism by which to impose remedies for noncompliance. It is the sincere hope and intention of the City that the security fund will never need to be drawn upon; however, the City believes that some enforcement measures are necessary.

CITY OF LOUISVILLE

CUSTOMER SERVICE STANDARDS

I. POLICY

The Cable Operator should resolve citizen complaints without delay and interference from the Franchising Authority.

Where a given complaint is not addressed by the Cable Operator to the citizen's satisfaction, the Franchising Authority should intervene. In addition, where a pattern of unremedied complaints or noncompliance with the Standards is identified, the Franchising Authority should prescribe a cure and establish a reasonable deadline for implementation of the cure. If the noncompliance is not cured within established deadlines, monetary sanctions should be imposed to encourage compliance and deter future non-compliance.

These Standards are intended to be of general application, and are expected to be met under normal operating conditions; however, the Cable Operator shall be relieved of any

obligations hereunder if it is unable to perform due to a region-wide natural emergency or in the event of force majeure affecting a significant portion of the franchise area. The Cable Operator is free to exceed these Standards to the benefit of its Customers and such shall be considered performance for the purposes of these Standards.

These Standards supersede any contradictory or inconsistent provision in federal, state or local law (Source: 47 U.S.C. § 552(a)(1) and (d)), provided, however, that any provision in federal, state or local law, or in any original franchise agreement or renewal agreement, that imposes a higher obligation or requirement than is imposed by these Standards, shall not be considered contradictory or inconsistent with these Standards. In the event of a conflict between these Standards and a Franchise Agreement, the Franchise Agreement shall control.

These Standards apply to the provision of any Cable Service, provided by a Cable Operator over a Cable System, within the City of Louisville.

II. DEFINITIONS

When used in these Customer Service Standards (the "Standards"), the following words, phrases, and terms shall have the meanings given below.

"Adoption" shall mean the process necessary to formally enact the Standards within the Franchising Authority's jurisdiction under applicable ordinances and laws.

"Affiliate" shall mean any person or entity that is owned or controlled by, or under common ownership or control with, a Cable Operator, and provides any Cable Service or Other Service.

"Applicable Law" means, with respect to these standards and any Cable Operator's privacy policies, any statute, ordinance, judicial decision, executive order or regulation having the force and effect of law, that determines the legal standing of a case or issue.

"Cable Operator" shall mean any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such cable system, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System. Source: 47 U.S.C. § 522(5).

"Cable Service" shall mean (A) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. Source: 47 U.S.C. § 522(6). For purposes of this definition, "video programming" is programming provided by, or generally considered comparable to programming provided by a television broadcast station. Source: 47 U.S.C. § 522(20). "Other programming service" is information that a Cable Operator makes available to all subscribers generally. Source: 47 U.S.C. § 522(14).

“Cable System” shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include: (A) a facility that serves only to retransmit the televisions signals of one or more television broadcast stations, or (B) a facility that serves subscribers without using any public right of way. Source: 47 U.S.C. § 522(7).

“Colorado Communications and Utilities Alliance” or “CCUA” shall mean an association comprised primarily of local governmental subdivisions of the State of Colorado, or any successor entity. The CCUA may, on behalf of its members, be delegated the authority to review, investigate or otherwise take some related role in the administration or enforcement of any functions under these Standards.

“Contractor” shall mean a person or entity that agrees by contract to furnish materials or perform services for another at a specified consideration.

“Customer” shall mean any person who receives any Cable Service from a Cable Operator.

“Customer Service Representative” (or “CSR”) shall mean any person employed with or under contract or subcontract to a Cable Operator to assist, or provide service to, customers, whether by telephone, writing service or installation orders, answering customers' questions in person, receiving and processing payments, or performing any other customer service-related tasks.

“Escalated complaint” shall mean a complaint that is referred to a Cable Operator by the Franchising Authority.

“Franchising Authority” shall mean the City.

“Necessary” shall mean required or indispensable.

“Non-cable-related purpose” shall mean any purpose that is not necessary to render or conduct a legitimate business activity related to a Cable Service or Other Service provided by a Cable Operator to a Customer. Market research, telemarketing, and other marketing of services or products that are not related to a Cable Service or Other Service provided by a Cable Operator to a Customer shall be considered Non-cable-related purposes.

“Normal business hours” shall mean those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include at least some evening hours one night per week, and include some weekend hours. Source: 47 C.F.R. § 76.309.

“Normal operating conditions” shall mean those service conditions which are within the control of a Cable Operator. Conditions which are not within the control of a Cable Operator include, but are not necessarily limited to, natural disasters, civil disturbances,

power outages, telephone network outages, and severe or unusual weather conditions. Conditions which are ordinarily within the control of a Cable Operator include, but are not necessarily limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods and maintenance or upgrade to the Cable System.

“Other Service(s)” shall mean any wire or radio communications service provided using any of the facilities of a Cable Operator that are used in the provision of Cable Service.

“Personally Identifiable Information” shall mean specific information about an identified Customer, including, but not be limited to, a Customer's (a) login information for the use of Cable Service and management of a Customer’s Cable Service account, (b) extent of viewing of video programming or Other Services, (c) shopping choices, (d) interests and opinions, (e) energy uses, (f) medical information, (g) banking data or information, or (h) any other personal or private information. “Personally Identifiable Information” shall not mean any aggregate information about Customers which does not identify particular persons, or information gathered by a Cable Operator necessary to install, repair or service equipment or Cable System facilities at a Customer’s premises.

“Service interruption” or “interruption” shall mean the loss or substantial impairment of picture or sound on one or more cable television channels.

“Service outage” or “outage” shall mean a loss or substantial impairment in reception on all channels.

“Subcontractor” shall mean a person or entity that enters into a contract to perform part or all of the obligations of another's contract.

“City” shall mean the City of Louisville, Colorado.

“Writing” or “written” as the term applies to notification shall include electronic communications.

Any terms not specifically defined in these Standards shall be given their ordinary meaning, or where otherwise defined in applicable federal law, such terms shall be interpreted consistent with those definitions.

III. CUSTOMER SERVICE

A. Courtesy

Cable Operator employees, contractors and subcontractors shall be courteous, knowledgeable and helpful and shall provide effective and satisfactory service in all contacts with customers.

B. Accessibility

1. A Cable Operator shall provide customer service centers/business offices (“Service Centers”) which are conveniently located, and which are open during Normal

Business Hours. Service Centers shall be fully staffed with Customer Service Representatives offering the following services to Customers who come to the Service Center: bill payment, equipment exchange, processing of change of service requests, and response to Customer inquiries and request.

Unless otherwise requested by the City, a Cable Operator shall post a sign at each Service Center, visible from the outside of the Service Center, advising Customers of its hours of operation and of the telephone number at which to contact the Cable Operator if the Service Center is not open at the times posted.

The Cable Operator shall use commercially reasonable efforts to implement and promote "self-help" tools and technology, in order to respond to the growing demand of Customers who wish to interact with the Cable Operator on the Customer's own terms and timeline and at their own convenience, without having to travel to a Service Center. Without limitation, examples of self-help tools or technology may include self-installation kits to Customers upon request; pre-paid mailers for the return of equipment upon Customer request; an automated phone option for Customer bill payments; and equipment exchanges at a Customer's residence in the event of damaged equipment. A Cable Operator shall provide free exchanges of faulty equipment at the customer's address if the equipment has not been damaged in any manner due to the fault or negligence of the customer.

2. A Cable Operator shall maintain local telephone access lines that shall be available twenty-four (24) hours a day, seven (7) days a week for service/repair requests and billing/service inquiries.

3. A Cable Operator shall have dispatchers and technicians on call twenty-four (24) hours a day, seven (7) days a week, including legal holidays.

4. If a customer service telephone call is answered with a recorded message providing the customer with various menu options to address the customer's concern, the recorded message must provide the customer the option to connect to and speak with a CSR within sixty (60) seconds of the commencement of the recording. During Normal Business Hours, a Cable Operator shall retain sufficient customer service representatives and telephone line capacity to ensure that telephone calls to technical service/repair and billing/service inquiry lines are answered by a customer service representative within thirty (30) seconds or less from the time a customer chooses a menu option to speak directly with a CSR or chooses a menu option that pursuant to the automated voice message, leads to a direct connection with a CSR. Under normal operating conditions, this thirty (30) second telephone answer time requirement standard shall be met no less than ninety (90) percent of the time measured quarterly.

5. Under normal operating conditions, a customer shall not receive a busy signal more than three percent (3%) of the time. This standard shall be met ninety (90) percent or more of the time, measured quarterly.

C. Responsiveness

1. Guaranteed Seven-Day Residential Installation

a. A Cable Operator shall complete all standard residential installations or modifications to service requested by customers within seven (7) business days after the order is placed, unless a later date for installation is requested. "Standard" residential installations are those located up to one hundred twenty five (125) feet from the existing distribution system. If the customer requests a nonstandard residential installation, or the Cable Operator determines that a nonstandard residential installation is required, the Cable Operator shall provide the customer in advance with a total installation cost estimate and an estimated date of completion.

b. All underground cable drops to the home shall be buried at a depth of no less than twelve inches (12"), or such other depth as may be required by the Franchise Agreement or local code provisions, or if there are no applicable Franchise or code requirements, at such other depths as may be agreed to by the parties if other construction concerns preclude the twelve inch requirement , and within no more than one calendar week from the initial installation, or at a time mutually agreed upon between the Cable Operator and the customer.

2. Residential Installation and Service Appointments

a. The "appointment window" alternatives for specific installations, service calls, or other installation activities will be either a specific time, or at a maximum, a four (4) hour time block between the hours of 8:00 a.m. and 6:00 p.m., six (6) days per week. A Cable Operator may schedule service calls and other installation activities outside of the above days and hours for the express convenience of customers. For purposes of this subsection "appointment window" means the period of time in which the representative of the Cable Operator must arrive at the customer's location.

b. A Cable Operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment, unless the customer's issue has otherwise been resolved.

c. If a Cable Operator is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the Cable Operator shall take reasonable efforts to contact the customer promptly, but in no event later than the end of the appointment window. The appointment will be rescheduled, as necessary at a time that is convenient to the customer, within Normal Business Hours or as may be otherwise agreed to between the customer and Cable Operator.

d. A Cable Operator shall be deemed to have responded to a request for service under the provisions of this section when a technician arrives within the agreed upon time, and, if the customer is absent when the technician arrives, the technician leaves written notification of arrival and return time, and a copy of that notification is kept by the Cable Operator. In such circumstances, the Cable Operator shall contact the customer within forty-eight (48) hours.

3. Residential Service Interruptions

a. In the event of system outages resulting from Cable Operator equipment failure, the Cable Operator shall correct such failure within 2 hours after the 3rd customer call is received.

b. All other service interruptions resulting from Cable Operator equipment failure shall be corrected by the Cable Operator by the end of the next calendar day.

c. Records of Complaints.

i. A Cable Operator shall keep an accurate and comprehensive file of any complaints regarding the cable system or its operation of the cable system, in a manner consistent with the privacy rights of customers, and the Cable Operator's actions in response to those complaints. These files shall remain available for viewing by the Franchising Authority during normal business hours at the Cable Operator's business office, and shall be retained by the Cable Operator for a period of at least three (3) years.

ii. Upon written request a Cable Operator shall provide the Franchising Authority an executive summary quarterly, which shall include information concerning customer complaints referred by the Franchising Authority to the Grantee and any other requirements of a Franchise Agreement but no personally identifiable information. These summaries shall be provided within fifteen (15) days after the end of each quarter. Once a request is made, it need not be repeated and quarterly executive summaries shall be provided by the Cable Operator until notified in writing by the Franchising Authority that such summaries are no longer required.

iii. Upon written request a summary of service requests, identifying the number and nature of the requests and their disposition, shall also be completed by the Cable Operator for each quarter and submitted to the Franchising Authority by the fifteenth (15th) day of the month after each calendar quarter. Once a request is made, it need not be repeated and quarterly summary of service requests shall be provided by the Cable Operator until notified in writing by the Franchising Authority that such summaries are no longer required. Complaints shall be broken out by the nature of the complaint and the type of Cable service subject to the complaint.

d. Records of Service Interruptions and Outages. A Cable Operator shall maintain records of all outages and reported service interruptions. Such records shall indicate the type of cable service interrupted, including the reasons for the interruptions. A log of all service interruptions shall be maintained and provided to the Franchising Authority quarterly, upon written request, within fifteen (15) days after the end of each quarter. Such records shall be submitted to the Franchising Authority with the records identified in Section 3.c.ii above if so requested in writing, and shall be retained by the Cable Operator for a period of three (3) years.

e. All service outages and interruptions for any cause beyond the control of the Cable Operator shall be corrected within thirty-six (36) hours, after the conditions beyond its control have been corrected.

4. TV Reception

a. A Cable Operator shall provide clear television reception that meets or exceeds technical standards established by the United States Federal Communications Commission (the "FCC"). A Cable Operator shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Scheduled interruptions shall be preceded by notice and shall occur during periods of minimum use of the system, preferably between midnight and six a.m. (6:00 a.m.).

b. If a customer experiences poor video or audio reception attributable to a Cable Operator's equipment, the Cable Operator shall:

i. Assess the problem within one (1) day of notification;

ii. Communicate with the customer regarding the nature of the problem and the expected time for repair;

iii. Complete the repair within two (2) days of assessing the problem unless circumstances exist that reasonably require additional time.

c. If an appointment is necessary to address any video or audio reception problem, the customer may choose a block of time described in Section III.C.2.a. At the customer's request, the Cable Operator shall repair the problem at a later time convenient to the customer, during Normal Business Hours or at such other time as may be agreed to by the customer and Cable Operator. A Cable Operator shall maintain periodic communications with a customer during the time period in which problem ascertainment and repair are ongoing, so that the customer is advised of the status of the Cable Operator's efforts to address the problem.

5. Problem Resolution

A Cable Operator's customer service representatives shall have the authority to provide credit for interrupted service, to waive fees, to schedule service appointments and to change billing cycles, where appropriate. Any difficulties that cannot be resolved by the customer service representative shall be referred to the appropriate supervisor who shall contact the customer within four (4) hours and resolve the problem within forty eight (48) hours or within such other time frame as is acceptable to the customer and the Cable Operator.

6. Billing, Credits, and Refunds

a. In addition to other options for payment of a customer's service bill, a Cable Operator shall make available a telephone payment option where a customer without

account irregularities can enter payment information through an automated system, without the necessity of speaking to a CSR.

b. A Cable Operator shall allow at least thirty (30) days from the beginning date of the applicable service period for payment of a customer's service bill for that period. If a customer's service bill is not paid within that period of time the Cable Operator may apply an administrative fee to the customer's account. The administrative fee must reflect the average costs incurred by the Cable Operator in attempting to collect the past due payment in accordance with applicable law. If the customer's service bill is not paid within forty-five (45) days of the beginning date of the applicable service period, the Cable Operator may perform a “soft” disconnect of the customer's service. If a customer's service bill is not paid within fifty-two (52) days of the beginning date of the applicable service period, the Cable Operator may disconnect the customer's service, provided it has provided two (2) weeks notice to the customer that such disconnection may result.

c. The Cable Operator shall issue a credit or refund to a customer within 30 days after determining the customer's entitlement to a credit or refund.

d. Whenever the Cable Operator offers any promotional or specially priced service(s) its promotional materials shall clearly identify and explain the specific terms of the promotion, including but not limited to manner in which any payment credit will be applied.

7. Treatment of Property

To the extent that a Franchise Agreement does not contain the following procedures for treatment of property, Operator shall comply with the procedures set forth in this Section.

a. A Cable Operator shall keep tree trimming to a minimum; trees and shrubs or other landscaping that are damaged by a Cable Operator, any employee or agent of a Cable Operator during installation or construction shall be restored to their prior condition or replaced within seven (7) days, unless seasonal conditions require a longer time, in which case such restoration or replacement shall be made within seven (7) days after conditions permit. Trees and shrubs on private property shall not be removed without the prior permission of the owner or legal tenant of the property on which they are located. This provision shall be in addition to, and shall not supersede, any requirement in any franchise agreement.

b. A Cable Operator shall, at its own cost and expense, and in a manner approved by the property owner and the Franchising Authority, restore any private property to as good condition as before the work causing such disturbance was initiated. A Cable Operator shall repair, replace or compensate a property owner for any damage resulting from the Cable Operator's installation, construction, service or repair activities. If compensation is requested by the customer for damage caused by any Cable Operator activity, the Cable Operator shall reimburse the property owner one hundred (100) percent of the actual cost of the damage.

c. Except in the case of an emergency involving public safety or service interruption to a large number of customers, a Cable Operator shall give reasonable notice to property owners or legal tenants prior to entering upon private premises, and the notice shall specify the work to be performed; provided that in the case of construction operations such notice shall be delivered or provided at least twenty-four (24) hours prior to entry, unless such notice is waived by the customer. For purposes of this subsection, "reasonable notice" shall be considered:

i. For pedestal installation or similar major construction, seven (7) days.

ii. For routine maintenance, such as adding or dropping service, tree trimming and the like, reasonable notice given the circumstances. Unless a Franchise Agreement has a different requirement, reasonable notice shall require, at a minimum, prior notice to a property owner or tenant, before entry is made onto that person's property.

iii. For emergency work a Cable Operator shall attempt to contact the property owner or legal tenant in person, and shall leave a door hanger notice in the event personal contact is not made. Door hangars must describe the issue and provide contact information where the property owner or tenant can receive more information about the emergency work.

Nothing herein shall be construed as authorizing access or entry to private property, or any other property, where such right to access or entry is not otherwise provided by law.

d. Cable Operator personnel shall clean all areas surrounding any work site and ensure that all cable materials have been disposed of properly.

D. Services for Customers with Disabilities

1. For any customer with a disability, a Cable Operator shall deliver and pick up equipment at customers' homes at no charge unless the malfunction was caused by the actions of the customer. In the case of malfunctioning equipment, the technician shall provide replacement equipment, hook it up and ensure that it is working properly, and shall return the defective equipment to the Cable Operator.

2. A Cable Operator shall provide either TTY, TDD, TYY, VRS service or other similar service that are in compliance with the Americans With Disabilities Act and other applicable law, with trained operators who can provide every type of assistance rendered by the Cable Operator's customer service representatives for any hearing-impaired customer at no charge.

3. A Cable Operator shall provide free use of a remote control unit to mobility-impaired (if disabled, in accordance with Section III.D.4) customers.

4. Any customer with a disability may request the special services described above by providing a Cable Operator with a letter from the customer's physician stating the need, or by making the request to the Cable Operator's installer or service technician, where the need for the special services can be visually confirmed.

E. Cable Services Information

1. At any time a customer or prospective customer may request, a Cable Operator shall provide the following information, in clear, concise written form, easily accessible and located on Cable Operator's website (and in Spanish, when requested by the customer):

a. Products and services offered by the Cable Operator, including its channel lineup;

b. The Cable Operator's complete range of service options and the prices for these services;

c. The Cable Operator's billing, collection and disconnection policies;

d. Privacy rights of customers;

e. All applicable complaint procedures, including complaint forms and the telephone numbers and mailing addresses of the Cable Operator, and the FCC;

f. Use and availability of parental control/lock out device;

g. Special services for customers with disabilities;

h. Days, times of operation, and locations of the service centers;

2. At a Customer's request, a Cable Operator shall make available either a complete copy of these Standards and any other applicable customer service standards, or a summary of these Standards, in a format to be approved by CCUA and the Franchising Authority, which shall include at a minimum, the URL address of a website containing these Standards in their entirety; provided however, that if the CCUA or Franchising Authority does not maintain a website with a complete copy of these Standards, a Cable Operator shall be under no obligation to do so;

If acceptable to a customer, Cable Operator may fulfill customer requests for any of the information listed in this Section by making the requested information available electronically, such as on a website or by electronic mail.

3. Upon written request, a Cable Operator shall meet annually with the Franchising Authority to review the format of the Cable Operator's bills to customers. Whenever the Cable Operator makes substantial changes to its billing format, it will contact the Franchising Authority at least thirty (30) days prior to the time such changes are to be effective, in order to inform the Franchising Authority of such changes.

4. Copies of notices provided to the customer in accordance with subsection 5 below shall be filed (by fax or email acceptable) concurrently with the Franchising Authority and the CCUA.

5. A Cable Operator shall provide customers with written notification of any change in rates for nondiscretionary cable services, and for service tier changes that result in a deletion of programming from a customer's service tier, at least thirty (30) days before the effective date of change. For purposes of this section, "nondiscretionary" means the subscribed tier and any other Cable Services that a customer has subscribed to, at the time the change in rates are announced by the Cable Operator.

6. All officers, agents, and employees of the Cable Operator or its contractors or subcontractors who are in personal contact with customers or when working on public property, shall wear on their outer clothing identification cards bearing their name and photograph and identifying them as representatives of the Cable Operator. The Cable Operator shall account for all identification cards at all times. Every vehicle of the Cable Operator shall be clearly visually identified to the public as working for the Cable Operator. Whenever a Cable Operator work crew is in personal contact with customers or public employees, a supervisor must be able to communicate clearly with the customer or public employee. Every vehicle of a subcontractor or contractor shall be labeled with the name of the contractor and further identified as contracting or subcontracting for the Cable Operator.

7. Each CSR, technician or employee of the Cable Operator in each contact with a customer shall state the estimated cost of the service, repair, or installation orally prior to delivery of the service or before any work is performed, and shall provide the customer with an oral statement of the total charges before terminating the telephone call or before leaving the location at which the work was performed. A written estimate of the charges shall be provided to the customer before the actual work is performed.

F. Customer Privacy

1. Cable Customer Privacy. In addition to complying with the requirements in this subsection, a Cable Operator shall fully comply with all obligations under 47 U.S.C. Section 551.

2. Collection and Use of Personally Identifiable Information.

a. A Cable Operator shall not use the Cable System to collect, monitor or observe Personally Identifiable Information without the prior affirmative written or electronic consent of the Customer unless, and only to the extent that such information is: (i) used to detect unauthorized reception of cable communications, or (ii) necessary to render a Cable Service or Other Service provided by the Cable Operator to the Customer and as otherwise authorized by applicable law.

b. A Cable Operator shall take such actions as are necessary using then-current industry standard practices to prevent any Affiliate from using the facilities of the Cable Operator in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit an Affiliate unauthorized access to Personally Identifiable Information on equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by a Cable Operator) or on any of the facilities of the Cable Operator that are used in the provision of Cable Service. This subsection F.2.b shall not be interpreted to prohibit an Affiliate from obtaining access to Personally Identifiable Information to the extent otherwise permitted by this subsection F.

c. A Cable Operator shall take such actions as are necessary using then-current industry standard practices to prevent a person or entity (other than an Affiliate) from using the facilities of the Cable Operator in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit such person or entity unauthorized access to Personally Identifiable Information on equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by a Cable Operator) or on any of the facilities of the Cable Operator that are used in the provision of Cable Service.

3. Disclosure of Personally Identifiable Information. A Cable Operator shall not disclose Personally Identifiable Information without the prior affirmative written or electronic consent of the Customer, unless otherwise authorized by applicable law.

a. A minimum of thirty (30) days prior to making any disclosure of Personally Identifiable Information of any Customer for any Non-Cable related purpose as provided in this subsection F.3.a, where such Customer has not previously been provided the notice and choice provided for in subsection III.F.9, the Cable Operator shall notify each Customer (that the Cable Operator intends to disclose information about) of the Customer's right to prohibit the disclosure of such information for Non-cable related purposes. The notice to Customers may reference the Customer to his or her options to state a preference for disclosure or non-disclosure of certain information, as provided in subsection III.F.10.

b. A Cable Operator may disclose Personally Identifiable Information only to the extent that it is necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by the Cable Operator to the Customer.

c. To the extent authorized by applicable law, a Cable Operator may disclose Personally Identifiable Information pursuant to a subpoena, court order, warrant or other valid legal process authorizing such disclosure.

4. Access to Information. Any Personally Identifiable Information collected and maintained by a Cable Operator shall be made available for Customer examination within thirty (30) days of receiving a request by a Customer to examine such information about themselves at the local offices of the Cable Operator or other convenient place within the City designated by the Cable Operator, or electronically, such as over a website. Upon

a reasonable showing by the Customer that such Personally Identifiable Information is inaccurate, a Cable Operator shall correct such information.

5. Privacy Notice to Customers

a. A Cable Operator shall annually mail or provide a separate, written or electronic copy of the privacy statement to Customers consistent with 47 U.S.C. Section 551(a)(1), and shall provide a Customer a copy of such statement at the time the Cable Operator enters into an agreement with the Customer to provide Cable Service. The written notice shall be in a clear and conspicuous format, which at a minimum, shall be in a comparable font size to other general information provided to Customers about their account as it appears on either paper or electronic Customer communications.

b. In or accompanying the statement required by subsection F.5.a, a Cable Operator shall state substantially the following message regarding the disclosure of Customer information: "Unless a Customer affirmatively consents electronically or in writing to the disclosure of personally identifiable information, any disclosure of personally identifiable information for purposes other than to the extent necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service, is limited to:

i. Disclosure pursuant to valid legal process authorized by applicable law.

ii. Disclosure of the name and address of a Customer subscribing to any general programming tiers of service and other categories of Cable Services provided by the Cable Operator that do not directly or indirectly disclose: (A) A Customer's extent of viewing of a Cable Service or Other Service provided by the Cable Operator; (B) The extent of any other use by a Customer of a Cable Service; (C) The nature of any transactions made by a Customer over the Cable System; or (D) The nature of programming or websites that a Customer subscribes to or views (i.e., a Cable Operator may only disclose the fact that a person subscribes to a general tier of service, or a package of channels with the same type of programming), provided that with respect to the nature of websites subscribed to or viewed, these are limited to websites accessed by a Customer in connection with programming available from their account for Cable Services.

The notice shall also inform the Customers of their right to prohibit the disclosure of their names and addresses in accordance with subsection F.3.a. If a Customer exercises his or her right to prohibit the disclosure of name and address as provided in subsection F.3.a or this subsection, such prohibition against disclosure shall remain in effect, unless and until the Customer subsequently changes their disclosure preferences as described in subsection F.9 below.

6. Privacy Reporting Requirements. The Cable Operator shall include in its regular periodic reports to the Franchising Authority required by its Franchise Agreement information summarizing:

a. The type of Personally Identifiable Information that was actually collected or disclosed by Cable Operator during the reporting period;

b. For each type of Personally Identifiable Information collected or disclosed, a statement from an authorized representative of the Cable Operator certifying that the Personally Identifiable Information collected or disclosed was: (A) collected or disclosed to the extent Necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by the Cable Operator; (B) used to the extent Necessary to detect unauthorized reception of cable communications: (C) disclosed pursuant to valid legal process authorized by applicable law; or (D) a disclosure of Personally Identifiable Information of particular subscribers, but only to the extent affirmatively consented to by such subscribers in writing or electronically, or as otherwise authorized by applicable law.

c. The standard industrial classification (SIC) codes or comparable identifiers pertaining to any entities to whom such Personally Identifiable Information was disclosed, except that a Cable Operator need not provide the name of any court or governmental entity to which such disclosure was made pursuant to valid legal process authorized by applicable law;

d. The general measures that have been taken to prevent the unauthorized access to Personally Identifiable Information by a person other than the Customer or the Cable Operator. A Cable Operator shall meet with Franchising Authority if requested to discuss technology used to prohibit unauthorized access to Personally Identifiable Information by any means.

7. Nothing in this subsection III.F shall be construed to prevent the Franchising Authority from obtaining Personally Identifiable Information to the extent not prohibited by Section 631 of the Communications Act, 47 U.S.C. Section 551 and applicable laws.

8. Destruction of Personally Identifiable Information. A Cable Operator shall destroy any Personally Identifiable Information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information under subsection 4 of this subsection III.F, pursuant to a court order or other valid legal process, or pursuant to applicable law.

9. Notice and Choice for Customers. The Cable Operator shall at all times make available to Customers one or more methods for Customers to use to prohibit or limit disclosures, or permit or release disclosures, as provided for in this subsection III.F. These methods may include, for example, online website “preference center” features, automated toll-free telephone systems, live toll-free telephone interactions with customer service agents, in-person interactions with customer service personnel, regular mail methods such as a postage paid, self-addressed post card, an insert included with the Customer’s monthly bill for Cable Service, the privacy notice specified in subsection III.F.5, or such other comparable methods as may be provided by the Cable Operator. Website “preference center” features shall be easily identifiable and navigable by Customers, and shall be in a comparable size font as other billing information provided to

Customers on a Cable Operator's website. A Customer who provides the Cable Operator with permission to disclose Personally Identifiable Information through any of the methods offered by a Cable Operator shall be provided follow-up notice, no less than annually, of the Customer's right to prohibit these disclosures and the options for the Customer to express his or her preference regarding disclosures. Such notice shall, at a minimum, be provided by an insert in the Cable Operator's bill (or other direct mail piece) to the Customer or a notice or message printed on the Cable Operator's bill to the Customer, and on the Cable Operator's website when a Customer logs in to view his or her Cable Service account options. The form of such notice shall also be provided on an annual basis to the Franchising Authority. These methods of notification to Customers may also include other comparable methods as submitted by the Cable Operator and approved by the Franchising Authority in its reasonable discretion.

G. Safety

A Cable Operator shall install and locate its facilities, cable system, and equipment in compliance with all federal, state, local, and company safety standards, and in such manner as shall not unduly interfere with or endanger persons or property. Whenever a Cable Operator receives notice that an unsafe condition exists with respect to its equipment, the Cable Operator shall investigate such condition immediately, and shall take such measures as are necessary to remove or eliminate any unsafe condition.

H. Cancellation of New Services

In the event that a new customer requests installation of Cable Service and is unsatisfied with their initial Cable Service, and provided that the customer so notifies the Cable Operator of their dissatisfaction within 30 days of initial installation, then such customer can request disconnection of Cable Service within 30 days of initial installation, and the Cable Operator shall provide a credit to the customer's account consistent with this Section. The customer will be required to return all equipment in good working order; provided such equipment is returned in such order, then the Cable Operator shall refund the monthly recurring fee for the new customer's first 30 days of Cable Service and any charges paid for installation. This provision does not apply to existing customers who request upgrades to their Cable Service, to discretionary Cable Service such as PPV or movies purchased and viewed On Demand, or to customer moves or transfers of Cable Service. The service credit shall be provided in the next billing cycle.

IV. COMPLAINT PROCEDURE

A. Complaints to a Cable Operator

1. A Cable Operator shall establish written procedures for receiving, acting upon, and resolving customer complaints, and crediting customer accounts and shall have such procedures printed and disseminated at the Cable Operator's sole expense, consistent with Section III.E.1.e of these Standards.

2. Said written procedures shall prescribe a simple manner in which any customer may submit a complaint by telephone or in writing to a Cable Operator that it has violated

any provision of these Customer Service Standards, any terms or conditions of the customer's contract with the Cable Operator, or reasonable business practices. If a representative of the Franchising Authority notifies the Cable Operator of a customer complaint that has not previously been made by the customer to the Cable Operator, the complaint shall be deemed to have been made by the customer as of the date of the Franchising Authority's notice to the Cable Operator.

3. At the conclusion of the Cable Operator's investigation of a customer complaint, but in no more than ten (10) calendar days after receiving the complaint, the Cable Operator shall notify the customer of the results of its investigation and its proposed action or credit.

4. A Cable Operator shall also notify the customer of the customer's right to file a complaint with the Franchising Authority in the event the customer is dissatisfied with the Cable Operator's decision, and shall thoroughly explain the necessary procedures for filing such complaint with the Franchising Authority.

5. A Cable Operator shall immediately report all customer Escalated complaints that it does not find valid to the Franchising Authority.

6. A Cable Operator's complaint procedures shall be filed with the Franchising Authority prior to implementation.

B. Complaints to the Franchising Authority

1. Any customer who is dissatisfied with any proposed decision of the Cable Operator or who has not received a decision within the time period set forth below shall be entitled to have the complaint reviewed by the Franchising Authority.

2. The customer may initiate the review either by calling the Franchising Authority or by filing a written complaint together with the Cable Operator's written decision, if any, with the Franchising Authority.

3. The customer shall make such filing and notification within twenty (20) days of receipt of the Cable Operator's decision or, if no decision has been provided, within thirty (30) days after filing the original complaint with the Cable Operator.

4. If the Franchising Authority decides that further evidence is warranted, the Franchising Authority shall require the Cable Operator and the customer to submit, within ten (10) days of notice thereof, a written statement of the facts and arguments in support of their respective positions.

5. The Cable Operator and the customer shall produce any additional evidence, including any reports from the Cable Operator, which the Franchising Authority may deem necessary to an understanding and determination of the complaint.

6. The Franchising Authority shall issue a determination within fifteen (15) days of receiving the customer complaint, or after examining the materials submitted, setting forth its basis for the determination.

7. The Franchising Authority may extend these time limits for reasonable cause and may intercede and attempt to negotiate an informal resolution.

C. Security Fund or Letter of Credit

A Cable operator shall comply with any Franchise Agreement regarding Letters of Credit. If a Franchise Agreement is silent on Letter of Credit the following shall apply:

1. Within thirty (30) days of the written notification to a Cable Operator by the Franchising Authority that an alleged Franchise violation exists, a Cable Operator shall deposit with an escrow agent approved by the Franchising Authority fifty thousand dollars ($50,000) or, in the sole discretion of the Franchising Authority, such lesser amount as the Franchising Authority deems reasonable to protect subscribers within its jurisdiction. Alternatively, at the Cable Operator's discretion, it may provide to the Franchising Authority an irrevocable letter of credit in the same amount. A letter of credit or cash deposit, with the approval of the Franchising Authority, may be posted jointly for more than one member of the CCUA, and may be administered, and drawn upon, jointly by the CCUA or drawn upon individually by each member; provided however that if such letter of credit or cash deposit is provided to CCUA on behalf of more than one of its members, the letter of credit or cash deposit may, in the sole discretion of CCUA and its effected members, be required in an amount not to exceed one hundred thousand dollars ($100,000).

The escrowed funds or letter of credit shall constitute the "Security Fund" for ensuring compliance with these Standards for the benefit of the Franchising Authority. The escrowed funds or letter of credit shall be maintained by a Cable Operator at the amount initially required, even if amounts are withdrawn pursuant to any provision of these Standards, until any claims related to the alleged Franchise violation(s) are paid in full.

2. The Franchising Authority may require the Cable Operator to increase the amount of the Security Fund, if it finds that new risk factors exist which necessitate such an increase.

3. The Security Fund shall serve as security for the payment of any penalties, fees, charges or credits as provided for herein and for the performance by a Cable Operator of all its obligations under these Customer Service Standards.

4. The rights reserved to the Franchising Authority with respect to the Security Fund are in addition to all other rights of the Franchising Authority, whether reserved by any applicable franchise agreement or authorized by law, and no action, proceeding or exercise of a right with respect to same shall in any way affect, or diminish, any other right the Franchising Authority may otherwise have.

D. Verification of Compliance

A Cable Operator shall establish its compliance with any or all of the standards required through annual reports that demonstrate said compliance, or as requested by the Franchising Authority.

E. Procedure for Remedying Violations

1. If the Franchising Authority has reason to believe that a Cable Operator has failed to comply with any of these Standards, or has failed to perform in a timely manner, the Franchising Authority may pursue the procedures in its Franchise Agreement to address violations of these Standards in a like manner as other franchise violations are considered.

2. Following the procedures set forth in any Franchise Agreement governing the manner to address alleged Franchise violations, if the Franchising Authority determines in its sole discretion that the noncompliance has been substantiated, in addition to any remedies that may be provided in the Franchise Agreement, the Franchising Authority may:

a. Impose assessments of up to one thousand dollars ($1,000.00) per day, to be withdrawn from the Security Fund in addition to any franchise fee until the non-compliance is remedied;

b. Order such rebates and credits to affected customers as in its sole discretion it deems reasonable and appropriate for degraded or unsatisfactory services that constituted noncompliance with these Standards;

c. Reverse any decision of the Cable Operator in the matter;

d. Grant a specific solution as determined by the Franchising Authority; or

e. Except for in emergency situations, withhold licenses and permits for work by the Cable Operator or its subcontractors in accordance with applicable law.

V. MISCELLANEOUS

A. Severability

Should any section, subsection, paragraph, term, or provision of these Standards be determined to be illegal, invalid, or unconstitutional by any court or agency of competent jurisdiction with regard thereto, such determination shall have no effect on the validity of any other section, subsection, paragraph, term, or provision of these Standards, each of the latter of which shall remain in full force and effect.

B. Non-Waiver

Failure to enforce any provision of these Standards shall not operate as a waiver of the

obligations or responsibilities of a Cable Operator under said provision, or any other provision of these Standards.

COMCAST OF COLORADO I, LLC AND
THE CITY OF LOUISVILLE, COLORADO

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COMCAST OF COLORADO I, LLC AND
CITY OF LOUISVILLE, COLORADO

CABLE FRANCHISE AGREEMENT

SECTION 1. DEFINITIONS AND EXHIBITS

(A) DEFINITIONS

For the purposes of this Franchise, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

1.1 "Access" means the availability for noncommercial use by various agencies, institutions, organizations, groups and individuals in the community, including the City and its designees, of the Cable System to acquire, create, receive, and distribute video Cable Services and other services and signals as permitted under Applicable Law including, but not limited to:

a. "Public Access" means Access where community-based, noncommercial organizations, groups or individual members of the general public, on a nondiscriminatory basis, are the primary users.

b. "Educational Access" means Access where schools are the primary users having editorial control over programming and services. For purposes of this definition, "school" means any State-accredited educational institution, public or private, including, for example, primary and secondary schools, colleges and universities.

c. "Government Access" means Access where governmental institutions or their designees are the primary users having editorial control over programming and services.

1.2 "Access Channel" means any Channel, or portion thereof, designated for Access purposes or otherwise made available to facilitate or transmit Access programming or services.

1.3 "Activated" means the status of any capacity or part of the Cable System in which any Cable Service requiring the use of that capacity or part is available without further installation of system equipment, whether hardware or software.

1.4 "Affiliate," when used in connection with Grantee, means any Person who owns or controls, is owned or controlled by, or is under common ownership or control with, Grantee.

1.5 "Applicable Law" means any statute, ordinance, judicial decision, executive order or

regulation having the force and effect of law, that determines the legal standing of a case or issue.

1.6 "Bad Debt" means amounts lawfully billed to a Subscriber and owed by the Subscriber for Cable Service and accrued as revenues on the books of Grantee, but not collected after reasonable efforts have been made by Grantee to collect the charges.

1.7 "Basic Service" is the level of programming service which includes, at a minimum, all Broadcast Channels, all PEG SD Access Channels required in this Franchise, and any additional Programming added by the Grantee, and is made available to all Cable Services Subscribers in the Franchise Area.

1.8 "Broadcast Channel" means local commercial television stations, qualified low power stations and qualified local noncommercial educational television stations, as referenced under 47 USC § 534 and 535.

1.9 "Broadcast Signal" means a television or radio signal transmitted over the air to a wide geographic audience, and received by a Cable System by antenna, microwave, satellite dishes or any other means.

1.10 "Cable Act" means the Title VI of the Communications Act of 1934, as amended.

1.11 "Cable Operator" means any Person or groups of Persons, including Grantee, who provide(s) Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System or who otherwise control(s) or is (are) responsible for, through any arrangement, the management and operation of such a Cable System.

1.12 "Cable Service" means the one-way transmission to Subscribers of video programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.13 "Cable System" means any facility, including Grantee's, consisting of a set of closed transmissions paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any Right-of-Way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. 201 et seq.), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) (47 U.S.C. 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with federal statutes; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

1.14 "Channel" means a portion of the electromagnetic frequency spectrum which is used in the Cable System and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).

1.15 "City" is the City of Louisville, Colorado, a body politic and corporate under the laws of the State of Colorado.

1.16 "City Council" means the Louisville City Council, or its successor, the governing body of the City of Louisville, Colorado.

1.17 "Colorado Communications and Utility Alliance" or "CCUA" means the non-profit entity formed by franchising authorities and/or local governments in Colorado or its successor entity, whose purpose is, among other things, to communicate with regard to franchising matters collectively and cooperatively.

1.18 "Commercial Subscribers" means any Subscribers other than Residential Subscribers.

1.19 "Designated Access Provider" means the entity or entities designated now or in the future by the City to manage or co-manage Access Channels and facilities. The City may be a Designated Access Provider.

1.20 "Digital Starter Service" means the Tier of optional video programming services, which is the level of Cable Service received by most Subscribers above Basic Service, and does not include Premium Services.

1.21 "Downstream" means carrying a transmission from the Headend to remote points on the Cable System or to Interconnection points on the Cable System.

1.22 "Dwelling Unit" means any building, or portion thereof, that has independent living facilities, including provisions for cooking, sanitation and sleeping, and that is designed for residential occupancy. Buildings with more than one set of facilities for cooking shall be considered Multiple Dwelling Units unless the additional facilities are clearly accessory.

1.23 "FCC" means the Federal Communications Commission.

1.24 "Fiber Optic" means a transmission medium of optical fiber cable, along with all associated electronics and equipment, capable of carrying Cable Service by means of electric lightwave impulses.

1.25 "Franchise" means the document in which this definition appears, *i.e.*, the contractual agreement, executed between the City and Grantee, containing the specific provisions of the authorization granted, including references, specifications, requirements and other related matters.

1.26 "Franchise Area" means the area within the jurisdictional boundaries of the City,

including any areas annexed by the City during the term of this Franchise.

1.27 "Franchise Fee" means that fee payable to the City described in subsection 3.1 (A).

1.28 "Grantee" means Comcast of Colorado I, LLC or its lawful successor, transferee or assignee.

1.29 "Gross Revenues" means, and shall be construed broadly to include all revenues derived directly or indirectly by Grantee and/or an Affiliated Entity that is the cable operator of the Cable System, from the operation of Grantee's Cable System to provide Cable Services within the City. Gross revenues include, by way of illustration and not limitation:

- monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event and video-on-demand Cable Services);

- installation, reconnection, downgrade, upgrade or similar charges associated with changes in subscriber Cable Service levels;

- fees paid to Grantee for channels designated for commercial/leased access use and shall be allocated on a pro rata basis using total Cable Service subscribers within the City;

- converter, remote control, and other Cable Service equipment rentals, leases, or sales;

- Advertising Revenues as defined herein;

- late fees, convenience fees and administrative fees which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total subscriber revenues within the City;

- revenues from program guides;

- Franchise Fees;

- FCC Regulatory Fees; and,

- commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a pro rata basis using total Cable Service subscribers within the City.

(A) "Advertising Revenues" shall mean revenues derived from sales of advertising that are made available to Grantee's Cable System subscribers within the City and shall be allocated on a pro rata basis using total Cable Service subscribers reached by the advertising. Additionally, Grantee agrees that Gross Revenues subject to franchise fees shall include all

commissions, rep fees, Affiliated Entity fees, or rebates paid to National Cable Communications ("NCC") and Comcast Spotlight ("Spotlight") or their successors associated with sales of advertising on the Cable System within the City allocated according to this paragraph using total Cable Service subscribers reached by the advertising.

(B) "Gross Revenues" shall not include:

- actual bad debt write-offs, except any portion which is subsequently collected which shall be allocated on a *pro rata* basis using Cable Services revenue as a percentage of total subscriber revenues within the City;

- any taxes and/or fees on services furnished by Grantee imposed by any municipality, state or other governmental unit, provided that Franchise Fees and the FCC regulatory fee shall not be regarded as such a tax or fee;

- fees imposed by any municipality, state or other governmental unit on Grantee including but not limited to Public, Educational and Governmental (PEG) Fees;

- launch fees and marketing co-op fees; and,

- unaffiliated third party advertising sales agency fees which are reflected as a deduction from revenues.

(C) To the extent revenues are received by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a *pro rata* basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, state or local law, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee derives revenues in the City. The City reserves its right to review and to challenge Grantee's calculations.

(D) Grantee reserves the right to change the allocation methodologies set forth in this Section 1.29 in order to meet the standards required by governing accounting principles as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Grantee will explain and document the required changes to the City within three (3) months of making such changes, and as part of any audit or review of franchise fee payments, and any such changes shall be subject to 1.29(E) below.

(E) Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that reference shall be made to generally accepted accounting principles ("GAAP") as promulgated

and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Notwithstanding the forgoing, the City reserves its right to challenge Grantee's calculation of Gross Revenues, including the interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.

1.30 "Headend" means any facility for signal reception and dissemination on a Cable System, including cables, antennas, wires, satellite dishes, monitors, switchers, modulators, processors for Broadcast Signals, equipment for the Interconnection of the Cable System with adjacent Cable Systems and Interconnection of any networks which are part of the Cable System, and all other related equipment and facilities.

1.31 "Leased Access Channel" means any Channel or portion of a Channel commercially available for video programming by Persons other than Grantee, for a fee or charge.

1.32 "Manager" means the City Manager of the City or designee.

1.33 "Person" means any individual, sole proprietorship, partnership, association, or corporation, or any other form of entity or organization.

1.34 "Premium Service" means programming choices (such as movie Channels, pay-per-view programs, or video on demand) offered to Subscribers on a per-Channel, per-program or per-event basis.

1.35 "Residential Subscriber" means any Person who receives Cable Service delivered to Dwelling Units or Multiple Dwelling Units, excluding such Multiple Dwelling Units billed on a bulk-billing basis.

1.36 "Right-of-Way" means each of the following which have been dedicated to the public or are hereafter dedicated to the public and maintained under public authority or by others and located within the City: streets, roadways, highways, avenues, lanes, alleys, bridges, sidewalks, easements, rights-of-way and similar public property and areas.

1.37 "State" means the State of Colorado.

1.38 "Subscriber" means any Person who or which elects to subscribe to, for any purpose, Cable Service provided by Grantee by means of or in connection with the Cable System and whose premises are physically wired and lawfully Activated to receive Cable Service from Grantee's Cable System, and who is in compliance with Grantee's regular and nondiscriminatory terms and conditions for receipt of service.

1.39 "Subscriber Network" means that portion of the Cable System used primarily by Grantee in the transmission of Cable Services to Residential Subscribers.

1.40 "Telecommunications" means the transmission, between or among points specified by

the user, of information of the user's choosing, without change in the form or content of the information as sent and received (as provided in 47 U.S.C. Section 153(43)).

1.41 "Telecommunications Service" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used (as provided in 47 U.S.C. Section 153(46)).

1.42 "Tier" means a group of Channels for which a single periodic subscription fee is charged.

1.43 "Two-Way" means that the Cable System is capable of providing both Upstream and Downstream transmissions.

1.44 "Upstream" means carrying a transmission to the Headend from remote points on the Cable System or from Interconnection points on the Cable System.

(B) EXHIBITS

The following documents, which are occasionally referred to in this Franchise, are formally incorporated and made a part of this Franchise by this reference:

1) ***Exhibit A,*** entitled Customer Service Standards.

2) ***Exhibit B,*** entitled Report Form.

SECTION 2. GRANT OF FRANCHISE

2.1 Grant

(A) The City hereby grants to Grantee a nonexclusive authorization to make reasonable and lawful use of the Rights-of-Way within the City to construct, operate, maintain, reconstruct and rebuild a Cable System for the purpose of providing Cable Service subject to the terms and conditions set forth in this Franchise and in any prior utility or use agreements entered into by Grantee with regard to any individual property. This Franchise shall constitute both a right and an obligation to provide the Cable Services required by, and to fulfill the obligations set forth in, the provisions of this Franchise.

(B) Nothing in this Franchise shall be deemed to waive the lawful requirements of any generally applicable City ordinance existing as of the Effective Date, as defined in subsection 2.3.

(C) Each and every term, provision or condition herein is subject to the provisions of State law, federal law, the Charter of the City, and the ordinances and regulations enacted pursuant thereto. The Charter and Municipal Code of the City, as the same may be amended from time to time, are hereby expressly incorporated into this Franchise as if fully set out herein by this reference. Notwithstanding the foregoing, the City may not unilaterally alter the material

rights and obligations of Grantee under this Franchise.

(D) This Franchise shall not be interpreted to prevent the City from imposing additional lawful conditions, including additional compensation conditions for use of the Rights-of-Way, should Grantee provide service other than Cable Service.

(E) Grantee promises and guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of the Grantee directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the obligations of this Franchise.

(F) No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

(1) Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City;

(2) Any permit, agreement, or authorization required by the City for Right-of-Way users in connection with operations on or in Rights-of-Way or public property including, by way of example and not limitation, street cut permits; or

(3) Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

(G) This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the City has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide the Grantee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

(H) This Franchise does not authorize Grantee to provide Telecommunications Service, or to construct, operate or maintain Telecommunications facilities. This Franchise is not a bar to the provision of non-Cable Services, or to the imposition of any lawful conditions on Grantee with respect to Telecommunications, whether similar, different or the same as the conditions specified herein. This Franchise does not relieve Grantee of any obligation it may have to obtain from the City an authorization to provide Telecommunications Services, or to construct, operate or maintain Telecommunications facilities, or relieve Grantee of its obligation to comply with any such authorizations that may be lawfully required.

2.2 Use of Rights-of-Way

(A) Subject to the City's supervision and control, Grantee may erect, install, construct,

repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Rights-of-Way within the City such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Cable System within the City. Grantee, through this Franchise, is granted extensive and valuable rights to operate its Cable System for profit using the City's Rights-of-Way in compliance with all applicable City construction codes and procedures. As trustee for the public, the City is entitled to fair compensation as provided for in Section 3 of this Franchise to be paid for these valuable rights throughout the term of the Franchise.

(B) Grantee must follow City established nondiscriminatory requirements for placement of Cable System facilities in Rights-of-Way, including the specific location of facilities in the Rights-of-Way, and must in any event install Cable System facilities in a manner that minimizes interference with the use of the Rights-of-Way by others, including others that may be installing communications facilities. Within limits reasonably related to the City's role in protecting public health, safety and welfare, the City may require that Cable System facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to a particular Right-of-Way; may deny access if Grantee is not willing to comply with City's requirements; and may remove, or require removal of, any facility that is not installed by Grantee in compliance with the requirements established by the City, or which is installed without prior City approval of the time, place or manner of installation, and charge Grantee for all the costs associated with removal; and may require Grantee to cooperate with others to minimize adverse impacts on the Rights-of-Way through joint trenching and other arrangements.

2.3 Effective Date and Term of Franchise

This Franchise and the rights, privileges and authority granted hereunder shall take effect on June 5, 2015 (the "Effective Date"), and shall terminate on June 5, 2025 unless terminated sooner as hereinafter provided.

2.4 Franchise Nonexclusive

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements or licenses granted by the City to any Person to use any property, Right-of-Way, right, interest or license for any purpose whatsoever, including the right of the City to use same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. The City may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with Grantee's authority under this Franchise and for such additional franchises for Cable Systems as the City deems appropriate.

2.5 Police Powers

Grantee's rights hereunder are subject to the police powers of the City to adopt and enforce ordinances necessary to the safety, health, and welfare of the public, and Grantee agrees to comply with all laws and ordinances of general applicability enacted, or hereafter enacted, by the City or any other legally constituted governmental unit having lawful jurisdiction over the

subject matter hereof. The City shall have the right to adopt, from time to time, such ordinances as may be deemed necessary in the exercise of its police power; provided that such hereinafter enacted ordinances shall be reasonable and not materially modify the terms of this Franchise. Any conflict between the provisions of this Franchise and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the latter.

2.6 Competitive Equity

(A) The Grantee acknowledges and agrees that the City reserves the right to grant one (1) or more additional franchises or other similar lawful authorization to provide Cable Services within the City. If the City grants such an additional franchise or other similar lawful authorization containing material terms and conditions that differ from Grantee's material obligations under this Franchise, then the City agrees that the obligations in this Franchise will, pursuant to the process set forth in this Section, be amended to include any material terms or conditions that it imposes upon the new entrant, or provide relief from existing material terms or conditions, so as to insure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: Franchise Fees and Gross Revenues; insurance; System build-out requirements; security instruments; Public, Education and Government Access Channels and support; customer service standards; required reports and related record keeping; competitive equity (or its equivalent); audits; dispute resolution; remedies; and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are materially equivalent. Video programming services (as defined in the Cable Act) delivered over wireless broadband networks are specifically exempted from the requirements of this Section.

(B) The modification process of this Franchise as provided for in Section 2.6 (A) shall only be initiated by written notice by the Grantee to the City regarding specified franchise obligations. Grantee's notice shall address the following: (1) identifying the specific terms or conditions in the competitive cable services franchise which are materially different from Grantee's obligations under this Franchise; (2) identifying the Franchise terms and conditions for which Grantee is seeking amendments; (3) providing text for any proposed Franchise amendments to the City, with a written explanation of why the proposed amendments are necessary and consistent.

(C) Upon receipt of Grantee's written notice as provided in Section 2.6 (B), the City and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications, and that such negotiation will proceed and conclude within a ninety (90) day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the City and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the City shall amend this Franchise to include the modifications.

(D) In the alternative to Franchise modification negotiations as provided for in Section 2.6 (C), or if the City and Grantee fail to reach agreement in such negotiations, Grantee may, at its option, elect to replace this Franchise by opting into the franchise or other similar

lawful authorization that the City grants to another provider of Cable Services, so as to insure that the regulatory and financial burdens on each entity are equivalent. If Grantee so elects, the City shall immediately commence proceedings to replace this Franchise with the franchise issued to the other Cable Services provider.

(E) Notwithstanding anything contained in this Section 2.6(A) through (D) to the contrary, the City shall not be obligated to amend or replace this Franchise unless the new entrant makes Cable Services available for purchase by Subscribers or customers under its franchise agreement with the City.

(F) Notwithstanding any provision to the contrary, at any time that non-wireless facilities based entity, legally authorized by state or federal law, makes available for purchase by Subscribers or customers, Cable Services or multiple Channels of video programming within the Franchise Area without a franchise or other similar lawful authorization granted by the City, then:

(1) Grantee may negotiate with the City to seek Franchise modifications as per Section 2.6(C) above; or

(a) the term of Grantee's Franchise shall, upon ninety (90) days written notice from Grantee, be shortened so that the Franchise shall be deemed to expire on a date eighteen (18) months from the first day of the month following the date of Grantee's notice; or,

(b) Grantee may assert, at Grantee's option, that this Franchise is rendered "commercially impracticable," and invoke the modification procedures set forth in Section 625 of the Cable Act.

2.7 Familiarity with Franchise

The Grantee acknowledges and warrants by acceptance of the rights, privileges and agreements granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all lawful and reasonable risks of the meaning of the provisions, terms and conditions herein. The Grantee further acknowledges and states that it has fully studied and considered the requirements and provisions of this Franchise, and finds that the same are commercially practicable at this time, and consistent with all local, State and federal laws and regulations currently in effect, including the Cable Act.

2.8 Effect of Acceptance

By accepting the Franchise, the Grantee: (1) acknowledges and accepts the City's legal right to issue and enforce the Franchise; (2) accepts and agrees to comply with each and every provision of this Franchise subject to Applicable Law; and (3) agrees that the Franchise was granted pursuant to processes and procedures consistent with Applicable Law, and that it will not raise any claim to the contrary.

SECTION 3. FRANCHISE FEE PAYMENT AND FINANCIAL CONTROLS

3.1 Franchise Fee

As compensation for the benefits and privileges granted under this Franchise and in consideration of permission to use the City's Rights-of-Way, Grantee shall continue to pay as a Franchise Fee to the City, throughout the duration of and consistent with this Franchise, an amount equal to five percent (5%) of Grantee's Gross Revenues.

3.2 Payments

Grantee's Franchise Fee payments to the City shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than thirty (30) days after said dates.

3.3 Acceptance of Payment and Recomputation

No acceptance of any payment shall be construed as an accord by the City that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City may have for further or additional sums payable or for the performance of any other obligation of Grantee.

3.4 Quarterly Franchise Fee Reports

Each payment shall be accompanied by a written report to the City, or concurrently sent under separate cover, verified by an authorized representative of Grantee, containing an accurate statement in summarized form, as well as in detail, of Grantee's Gross Revenues and the computation of the payment amount. Such reports shall detail all Gross Revenues of the Cable System.

3.5 Annual Franchise Fee Reports

Grantee shall, within sixty (60) days after the end of each year, furnish to the City a statement stating the total amount of Gross Revenues for the year and all payments, deductions and computations for the period.

3.6 Audits

On an annual basis, upon thirty (30) days prior written notice, the City, including the City's Auditor or his/her authorized representative, shall have the right to conduct an independent audit/review of Grantee's records reasonably related to the administration or enforcement of this Franchise. Pursuant to subsection 1.29, as part of the Franchise Fee audit/review the City shall specifically have the right to review relevant data related to the allocation of revenue to Cable Services in the event Grantee offers Cable Services bundled with

non-Cable Services. For purposes of this section, "relevant data" shall include, at a minimum, Grantee's records, produced and maintained in the ordinary course of business, showing the subscriber counts per package and the revenue allocation per package for each package that was available for City subscribers during the audit period. To the extent that the City does not believe that the relevant data supplied is sufficient for the City to complete its audit/review, the City may require other relevant data. For purposes of this Section 3.6, the "other relevant data" shall generally mean all: (1) billing reports, (2) financial reports (such as General Ledgers) and (3) sample customer bills used by Grantee to determine Gross Revenues for the Franchise Area that would allow the City to recompute the Gross Revenue determination. If the audit/review shows that Franchise Fee payments have been underpaid by five percent (5%) or more (or such other contract underpayment threshold as set forth in a generally applicable and enforceable regulation or policy of the City related to audits), Grantee shall pay the total cost of the audit/review, such cost not to exceed five thousand dollars ($5,000.00) for each year of the audit period. The City's right to audit/review and the Grantee's obligation to retain records related to this subsection shall expire three (3) years after each Franchise Fee payment has been made to the City.

3.7 Late Payments

In the event any payment due quarterly is not received within thirty (30) days from the end of the calendar quarter, Grantee shall pay interest on the amount due (at the prime rate as listed in the Wall Street Journal on the date the payment was due), compounded daily, calculated from the date the payment was originally due until the date the City receives the payment.

3.8 Underpayments

If a net Franchise Fee underpayment is discovered as the result of an audit, Grantee shall pay interest at the rate of the eight percent (8%) per annum, compounded quarterly, calculated from the date each portion of the underpayment was originally due until the date Grantee remits the underpayment to the City.

3.9 Alternative Compensation

In the event the obligation of Grantee to compensate the City through Franchise Fee payments is lawfully suspended or eliminated, in whole or part, then Grantee shall pay to the City compensation equivalent to the compensation paid to the City by other similarly situated users of the City's Rights-of-Way for Grantee's use of the City's Rights-of-Way, provided that in no event shall such payments exceed the equivalent of five percent (5%) of Grantee's Gross Revenues (subject to the other provisions contained in this Franchise), to the extent consistent with Applicable Law.

3.10 Maximum Legal Compensation

The parties acknowledge that, at present, applicable federal law limits the City to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In

the event that at any time during the duration of this Franchise, the City is authorized to collect an amount in excess of five percent (5%) of Gross Revenues, then this Franchise may be amended unilaterally by the City to provide that such excess amount shall be added to the Franchise Fee payments to be paid by Grantee to the City hereunder, provided that Grantee has received at least ninety (90) days prior written notice from the City of such amendment, so long as all cable operators in the City are paying the same Franchise Fee amount.

3.11 Additional Commitments Not Franchise Fee Payments

No term or condition in this Franchise, including the funding required by Section 9, shall in any way modify or affect Grantee's obligation to pay Franchise Fees. Although the total sum of Franchise Fee payments and additional commitments set forth elsewhere in this Franchise may total more than five percent (5%) of Grantee's Gross Revenues in any twelve (12) month period, Grantee agrees that the additional commitments herein are not Franchise Fees as defined under any federal law, nor are they to be offset or credited against any Franchise Fee payments due to the City, nor do they represent an increase in Franchise Fees.

3.12 Tax Liability

The Franchise Fees shall be in addition to any and all taxes or other levies or assessments which are now or hereafter required to be paid by businesses in general by any law of the City, the State or the United States including, without limitation, sales, use and other taxes, business license fees or other payments. Payment of the Franchise Fees under this Franchise shall not exempt Grantee from the payment of any other license fee, permit fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by the City. Any other license fees, taxes or charges shall be of general applicability in nature and shall not be levied against Grantee solely because of its status as a Cable Operator, or against Subscribers, solely because of their status as such.

3.13 Financial Records

Grantee agrees to meet with a representative of the City upon request to review Grantee's methodology of record-keeping, financial reporting, the computing of Franchise Fee obligations and other procedures, the understanding of which the City deems necessary for reviewing reports and records.

3.14 Payment on Termination

If this Franchise terminates for any reason, the Grantee shall file with the City within ninety (90) calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year. The City reserves the right to satisfy any remaining financial obligations of the Grantee to the City by utilizing the funds available in the letter of credit or other security provided by the Grantee.

SECTION 4. ADMINISTRATION AND REGULATION

4.1 Authority

(A) The City shall be vested with the power and right to reasonably regulate the exercise of the privileges permitted by this Franchise in the public interest, or to delegate that power and right, or any part thereof, to the extent permitted under Federal, State and local law, to any agent including, but not limited to, the CCUA, in its sole discretion.

(B) Nothing in this Franchise shall limit nor expand the City's right of eminent domain under State law.

4.2 Rates and Charges

All of Grantee's rates and charges related to or regarding Cable Services shall be subject to regulation by the City to the full extent authorized by applicable federal, State and local laws.

4.3 Rate Discrimination

All of Grantee's rates and charges shall be published (in the form of a publicly-available rate card) and be non-discriminatory as to all Persons and organizations of similar classes, under similar circumstances and conditions. Grantee shall apply its rates in accordance with Applicable Law, with identical rates and charges for all Subscribers receiving identical Cable Services, without regard to race, color, ethnic or national origin, religion, age, sex, sexual orientation, marital, military or economic status, or physical or mental disability or geographic location within the City. Grantee shall offer the same Cable Services to all Residential Subscribers at identical rates to the extent required by Applicable Law and to Multiple Dwelling Unit Subscribers to the extent authorized by FCC rules or applicable Federal law. Grantee shall permit Subscribers to make any lawful in-residence connections the Subscriber chooses without additional charge nor penalizing the Subscriber therefor. However, if any in-home connection requires service from Grantee due to signal quality, signal leakage or other factors, caused by improper installation of such in-home wiring or faulty materials of such in-home wiring, the Subscriber may be charged reasonable service charges by Grantee. Nothing herein shall be construed to prohibit:

(A) The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns; or,

(B) The offering of reasonable discounts to senior citizens or economically disadvantaged citizens; or,

(C) The offering of rate discounts for Cable Service; or,

(D) The Grantee from establishing different and nondiscriminatory rates and charges

and classes of service for Commercial Subscribers, as allowable by federal law and regulations.

4.4 Filing of Rates and Charges

(A) Throughout the term of this Franchise, Grantee shall maintain on file with the City a complete schedule of applicable rates and charges for Cable Services provided under this Franchise. Nothing in this subsection shall be construed to require Grantee to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns.

(B) Upon request of the City, Grantee shall provide a complete schedule of current rates and charges for any and all Leased Access Channels, or portions of such Channels, provided by Grantee. The schedule shall include a description of the price, terms, and conditions established by Grantee for Leased Access Channels.

4.5 Cross Subsidization

Grantee shall comply with all Applicable Laws regarding rates for Cable Services and all Applicable Laws covering issues of cross subsidization.

4.6 Reserved Authority

Both Grantee and the City reserve all rights they may have under the Cable Act and any other relevant provisions of federal, State, or local law.

4.7 Time Limits Strictly Construed

Whenever this Franchise sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of Grantee to perform within the allotted time may be considered a breach of this Franchise, and sufficient grounds for the City to invoke any relevant remedy in accordance with Section 13.1 of this Franchise.

4.8 Franchise Amendment Procedure

Either party may at any time seek an amendment of this Franchise by so notifying the other party in writing. Within thirty (30) days of receipt of notice, the City and Grantee shall meet to discuss the proposed amendment(s). If the parties reach a mutual agreement upon the suggested amendment(s), such amendment(s) shall be submitted to the City Council for its approval. If so approved by the City Council and the Grantee, then such amendment(s) shall be deemed part of this Franchise. If mutual agreement is not reached, there shall be no amendment.

4.9 Performance Evaluations

(A) The City may hold performance evaluation sessions upon ninety (90) days written notice, provided that such evaluation sessions shall be held no more frequently than once every

two (2) years. All such evaluation sessions shall be conducted by the City.

(B) Special evaluation sessions may be held at any time by the City during the term of this Franchise, upon ninety (90) days written notice to Grantee.

(C) All regular evaluation sessions shall be open to the public and announced at least two (2) weeks in advance in any manner within the discretion of the City. Grantee shall also include with or on the Subscriber billing statements for the billing period immediately preceding the commencement of the session, written notification of the date, time, and place of the regular performance evaluation session, and any special evaluation session as required by the City, provided Grantee receives appropriate advance notice.

(D) Topics which may be discussed at any evaluation session may include, but are not limited to, Cable Service rate structures; Franchise Fee payments; liquidated damages; free or discounted Cable Services; application of new technologies; Cable System performance; Cable Services provided; programming offered; Subscriber complaints; privacy; amendments to this Franchise; judicial and FCC rulings; line extension policies; and the City or Grantee's rules; provided that nothing in this subsection shall be construed as requiring the renegotiation of this Franchise.

(E) During evaluations under this subsection, Grantee shall fully cooperate with the City and shall provide such information and documents as the City may reasonably require to perform the evaluation.

4.10 Late Fees

(A) For purposes of this subsection, any assessment, charge, cost, fee or sum, however characterized, that the Grantee imposes upon a Subscriber solely for late payment of a bill is a late fee and shall be applied in accordance with the City's Customer Service Standards, as the same may be amended from time to time by the City Council acting by ordinance or resolution, or as the same may be superseded by legislation or final court order.

(B) Nothing in this subsection shall be deemed to create, limit or otherwise affect the ability of the Grantee, if any, to impose other assessments, charges, fees or sums other than those permitted by this subsection, for the Grantee's other services or activities it performs in compliance with Applicable Law, including FCC law, rule or regulation.

(C) The Grantee's late fee and disconnection policies and practices shall be nondiscriminatory and such policies and practices, and any fees imposed pursuant to this subsection, shall apply equally in all parts of the City without regard to the neighborhood or income level of the Subscriber.

4.11 Force Majeure

In the event Grantee is prevented or delayed in the performance of any of its obligations

under this Franchise by reason beyond the control of Grantee, Grantee shall have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise or to procure a substitute for such obligation which is satisfactory to the City. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, work stoppages or labor disputes, power outages, telephone network outages, and severe or unusual weather conditions which have a direct and substantial impact on the Grantee's ability to provide Cable Services in the City and which was not caused and could not have been avoided by the Grantee which used its best efforts in its operations to avoid such results.

If Grantee believes that a reason beyond its control has prevented or delayed its compliance with the terms of this Franchise, Grantee shall provide documentation as reasonably required by the City to substantiate the Grantee's claim. If Grantee has not yet cured the deficiency, Grantee shall also provide the City with its proposed plan for remediation, including the timing for such cure.

SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

5.1 Indemnification

(A) General Indemnification. Grantee shall indemnify, defend and hold the City, its officers, officials, boards, commissions, agents and employees, harmless from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses, arising from any casualty or accident to Person or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, reconstruction, or any other act done under this Franchise, by or for Grantee, its agents, or its employees, or by reason of any neglect or omission of Grantee. Grantee shall consult and cooperate with the City while conducting its defense of the City.

(B) Indemnification for Relocation. Grantee shall indemnify the City for any damages, claims, additional costs or reasonable expenses assessed against, or payable by, the City arising out of, or resulting from, directly or indirectly, Grantee's failure to remove, adjust or relocate any of its facilities in the Rights-of-Way in a timely manner in accordance with any relocation required by the City.

(C) Additional Circumstances. Grantee shall also indemnify, defend and hold the City harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses in any way arising out of:

(1) The lawful actions of the City in granting this Franchise to the extent such actions are consistent with this Franchise and Applicable Law.

(2) Damages arising out of any failure by Grantee to secure consents from the owners, authorized distributors, or licensees/licensors of programs to be delivered by the Cable System, whether or not any act or omission complained of is authorized, allowed

or prohibited by this Franchise.

(D) Procedures and Defense. If a claim or action arises, the City or any other indemnified party shall promptly tender the defense of the claim to Grantee, which defense shall be at Grantee's expense. The City may participate in the defense of a claim, but if Grantee provides a defense at Grantee's expense then Grantee shall not be liable for any attorneys' fees, expenses or other costs that City may incur if it chooses to participate in the defense of a claim, unless and until separate representation as described below in Paragraph 5.1(F) is required. In that event the provisions of Paragraph 5.1(F) shall govern Grantee's responsibility for City's/County's/Town's attorney's fees, expenses or other costs. In any event, Grantee may not agree to any settlement of claims affecting the City without the City's approval.

(E) Non-waiver. The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this subsection.

(F) Expenses. If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest between the City and the counsel selected by Grantee to represent the City, Grantee shall pay, from the date such separate representation is required forward, all reasonable expenses incurred by the City in defending itself with regard to any action, suit or proceeding indemnified by Grantee. Provided, however, that in the event that such separate representation is or becomes necessary, and City desires to hire counsel or any other outside experts or consultants and desires Grantee to pay those expenses, then City shall be required to obtain Grantee's consent to the engagement of such counsel, experts or consultants, such consent not to be unreasonably withheld. The City's expenses shall include all reasonable out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by the City Attorney or his/her assistants or any employees of the City or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Grantee.

5.2 Insurance

(A) Grantee shall maintain in full force and effect at its own cost and expense each of the following policies of insurance:

(1) Commercial General Liability insurance with limits of no less than one million dollars ($1,000,000.00) per occurrence and one million dollars ($1,000,000.00) general aggregate. Coverage shall be at least as broad as that provided by ISO CG 00 01 1/96 or its equivalent and include severability of interests. Such insurance shall name the City, its officers, officials and employees as additional insureds per ISO CG 2026 or its equivalent. There shall be a waiver of subrogation and rights of recovery against the City, its officers, officials and employees. Coverage shall apply as to claims between insureds on the policy, if applicable.

(2) Commercial Automobile Liability insurance with minimum combined

single limits of one million dollars ($1,000,000.00) each occurrence with respect to each of Grantee's owned, hired and non-owned vehicles assigned to or used in the operation of the Cable System in the City. The policy shall contain a severability of interests provision.

(B) The insurance shall not be canceled or materially changed so as to be out of compliance with these requirements without thirty (30) days' written notice first provided to the City, via certified mail, and ten (10) days' notice for nonpayment of premium. If the insurance is canceled or materially altered so as to be out of compliance with the requirements of this subsection within the term of this Franchise, Grantee shall provide a replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required, for the duration of this Franchise and, in the case of the Commercial General Liability, for at least one (1) year after expiration of this Franchise.

5.3 Deductibles / Certificate of Insurance

Any deductible of the policies shall not in any way limit Grantee's liability to the City.

(A) Endorsements.

(1) All policies shall contain, or shall be endorsed so that:

(a) The City, its officers, officials, boards, commissions, employees and agents are to be covered as, and have the rights of, additional insureds with respect to liability arising out of activities performed by, or on behalf of, Grantee under this Franchise or Applicable Law, or in the construction, operation or repair, or ownership of the Cable System;

(b) Grantee's insurance coverage shall be primary insurance with respect to the City, its officers, officials, boards, commissions, employees and agents. Any insurance or self-insurance maintained by the City, its officers, officials, boards, commissions, employees and agents shall be in excess of the Grantee's insurance and shall not contribute to it; and

(c) Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

(B) Acceptability of Insurers. The insurance obtained by Grantee shall be placed with insurers with a Best's rating of no less than "A VII."

(C) Verification of Coverage. The Grantee shall furnish the City with certificates of insurance and endorsements or a copy of the page of the policy reflecting blanket additional insured status. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and

endorsements for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices.

(D) Self-Insurance In the alternative to providing a certificate of insurance to the City certifying insurance coverage as required above, Grantee may provide self-insurance in the same amount and level of protection for Grantee and City, its officers, agents and employees as otherwise required under this Section. The adequacy of self-insurance shall be subject to the periodic review and approval of the City.

5.4 Letter of Credit

(A) If there is a claim by the City of an uncured breach by Grantee of a material provision of this Franchise or pattern of repeated violations of any provision(s) of this Franchise, then the City may require and Grantee shall establish and provide within thirty (30) days from receiving notice from the City, to the City as security for the faithful performance by Grantee of all of the provisions of this Franchise, a letter of credit from a financial institution satisfactory to the City in the amount of fifty thousand dollars ($50,000.00).

(1) "Material provision of this Franchise" as used in this Section 5.4 shall include, but is not limited to the following sections:

2.2: Grant of Franchise
3.1: Franchise Fees
4.3: Rate Discrimination
5.1: Indemnification
5.2 and 5.3: Insurance
6.1: Customer service standards
7.4: Annual reports
8.2: Deletion or reduction of programming categories/channels
9.2: PEG channel capacity and use

(B) In the event that Grantee establishes a letter of credit pursuant to the procedures of this Section, then the letter of credit shall be maintained at fifty thousand dollars ($50,000.00) until the allegations of the uncured breach have been resolved.

(C) After completion of the procedures set forth in Section 13.1 or other applicable provisions of this Franchise, the letter of credit may be drawn upon by the City for purposes including, but not limited to, the following:

(1) Failure of Grantee to pay the City sums due under the terms of this Franchise;

(2) Reimbursement of costs borne by the City to correct Franchise violations not corrected by Grantee;

(3) Monetary remedies or damages assessed against Grantee due to default or breach of Franchise requirements; and,

(4) Failure to comply with the Customer Service Standards of the City, as the same may be amended from time to time by the City Council acting by ordinance or resolution.

(D) The City shall give Grantee written notice of any withdrawal under this subsection upon such withdrawal. Within seven (7) days following receipt of such notice, Grantee shall restore the letter of credit to the amount required under this Franchise.

(E) Grantee shall have the right to appeal to the City Council for reimbursement in the event Grantee believes that the letter of credit was drawn upon improperly. Grantee shall also have the right of judicial appeal if Grantee believes the letter of credit has not been properly drawn upon in accordance with this Franchise. Any funds the City erroneously or wrongfully withdraws from the letter of credit shall be returned to Grantee with interest, from the date of withdrawal at a rate equal to the prime rate of interest as quoted in the Wall Street Journal.

SECTION 6. CUSTOMER SERVICE

6.1 Customer Service Standards

Grantee shall comply with Customer Service Standards of the City, as the same may be amended from time to time by the City Council in its sole discretion, acting by ordinance. Any requirement in Customer Service Standards for a "local" telephone number may be met by the provision of a toll-free number. The Customer Services Standards in effect as of the Effective Date of this Franchise are attached as Exhibit A. Grantee reserves the right to challenge any customer service ordinance which it believes is inconsistent with its contractual rights under this Franchise.

6.2 Subscriber Privacy

Grantee shall fully comply with any provisions regarding the privacy rights of Subscribers contained in federal, State, or local law.

6.3 Subscriber Contracts

Grantee shall not enter into a contract with any Subscriber which is in any way inconsistent with the terms of this Franchise, or any Exhibit hereto, or the requirements of any applicable Customer Service Standard. Upon request, Grantee will provide to the City a sample of the Subscriber contract or service agreement then in use.

6.4 Advance Notice to City

The Grantee shall use reasonable efforts to furnish information provided to Subscribers or

the media in the normal course of business to the City in advance.

6.5 Identification of Local Franchise Authority on Subscriber Bills

Within sixty (60) days after written request from the City, Grantee shall place the City's phone number on its Subscriber bills, to identify where a Subscriber may call to address escalated complaints.

SECTION 7. REPORTS AND RECORDS

7.1 Open Records

Grantee shall manage all of its operations in accordance with a policy of keeping its documents and records open and accessible to the City. The City, including the City's Auditor or his/her authorized representative, shall have access to, and the right to inspect, any books and records of Grantee, its parent corporations and Affiliates which are reasonably related to the administration or enforcement of the terms of this Franchise. Grantee shall not deny the City access to any of Grantee's records on the basis that Grantee's records are under the control of any parent corporation, Affiliate or a third party. The City may, in writing, request copies of any such records or books and Grantee shall provide such copies within thirty (30) days of the transmittal of such request. One (1) copy of all reports and records required under this or any other subsection shall be furnished to the City, at the sole expense of Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may request, in writing within ten (10) days, that the City inspect them at Grantee's local offices. If any books or records of Grantee are not kept in a local office and not made available in copies to the City upon written request as set forth above, and if the City determines that an examination of such records is necessary or appropriate for the performance of any of the City's duties, administration or enforcement of this Franchise, then all reasonable travel and related expenses incurred in making such examination shall be paid by Grantee.

7.2 Confidentiality

The City agrees to treat as confidential any books or records that constitute proprietary or confidential information under federal or State law, to the extent Grantee makes the City aware of such confidentiality. Grantee shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information, and shall provide a brief written explanation as to why such information is confidential under State or federal law. If the City believes it must release any such confidential books and records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. If the City receives a demand from any Person for disclosure of any information designated by Grantee as confidential, the City shall, so far as consistent with Applicable Law, advise Grantee and provide Grantee with a copy of any written request by the party demanding access to such information within a reasonable time. Until otherwise ordered by a court or agency of competent jurisdiction, the City agrees that, to the extent permitted by State and federal law, it shall deny access to any of

Grantee's books and records marked confidential as set forth above to any Person. Grantee shall reimburse the City for all reasonable costs and attorneys fees incurred in any legal proceedings pursued under this Section.

7.3 Records Required

(A) Grantee shall at all times maintain, and shall furnish to the City upon 30 days written request and subject to Applicable Law:

(1) A complete set of maps showing the exact location of all Cable System equipment and facilities in the Right-of-Way, but excluding detail on proprietary electronics contained therein and Subscriber drops. As-built maps including proprietary electronics shall be available at Grantee's offices for inspection by the City's authorized representative(s) or agent(s) and made available to such during the course of technical inspections as reasonably conducted by the City. These maps shall be certified as accurate by an appropriate representative of the Grantee;

(2) A copy of all FCC filings on behalf of Grantee, its parent corporations or Affiliates which relate to the operation of the Cable System in the City;

(3) Current Subscriber Records and information;

(4) A log of Cable Services added or dropped, Channel changes, number of Subscribers added or terminated, all construction activity, and total homes passed for the previous twelve (12) months; and

(5) A list of Cable Services, rates and Channel line-ups.

(B) Subject to subsection 7.2, all information furnished to the City is public information, and shall be treated as such, except for information involving the privacy rights of individual Subscribers.

7.4 Annual Reports

Within sixty (60) days of the City's written request, Grantee shall submit to the City a written report, in a form acceptable to the City, which shall include, but not necessarily be limited to, the following information for the City:

(A) A Gross Revenue statement, as required by subsection 3.5 of this Franchise;

(B) A summary of the previous year's activities in the development of the Cable System, including, but not limited to, Cable Services begun or discontinued during the reporting year, and the number of Subscribers for each class of Cable Service (*i.e.*, Basic, Digital Starter, and Premium);

(C) The number of homes passed, beginning and ending plant miles, any services added or dropped, and any technological changes occurring in the Cable System;

(D) A statement of planned construction, if any, for the next year; and,

(E) A copy of the most recent annual report Grantee filed with the SEC or other governing body.

The parties agree that the City's request for these annual reports shall remain effective, and need only be made once. Such a request shall require the Grantee to continue to provide the reports annually, until further written notice from the City to the contrary.

7.5 Copies of Federal and State Reports

Within thirty (30) days of a written request, Grantee shall submit to the City copies of all pleadings, applications, notifications, communications and documents of any kind, submitted by Grantee or its parent corporation(s), to any federal, State or local courts, regulatory agencies and other government bodies if such documents directly relate to the operations of Grantee's Cable System within the City. Grantee shall not claim confidential, privileged or proprietary rights to such documents unless under federal, State, or local law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency.

7.6 Complaint File and Reports

(A) Grantee shall keep an accurate and comprehensive file of any complaints regarding the Cable System, in a manner consistent with the privacy rights of Subscribers, and Grantee's actions in response to those complaints. These files shall remain available for viewing to the City during normal business hours at Grantee's local business office.

(B) Quarterly, Grantee shall provide the City a quarterly executive summary in the forms attached hereto as Exhibit B, which shall include the following information from the preceding quarter:

(1) A summary of service calls, identifying the number and nature of the requests and their disposition;

(2) A summary of service call information identifying the number and nature of the requests;

(3) A log of all service interruptions;

(4) A summary of customer complaints referred by the City to Grantee;

(5) Such other information as reasonably requested by the City.

The parties agree that the City's request for these summary reports shall remain effective, and need only be made once. Such a request shall require the Grantee to continue to provide the reports quarterly, until further written notice from the City to the contrary.

7.7 Failure to Report

The failure or neglect of Grantee to file any of the reports or filings required under this Franchise or such other reports as the City may reasonably request (not including clerical errors or errors made in good faith), may, at the City 's option, be deemed a breach of this Franchise.

7.8 False Statements

Any false or misleading statement or representation in any report required by this Franchise (not including clerical errors or errors made in good faith) may be deemed a material breach of this Franchise and may subject Grantee to all remedies, legal or equitable, which are available to the City under this Franchise or otherwise.

SECTION 8. PROGRAMMING

8.1 Broad Programming Categories

Grantee shall provide or enable the provision of at least the following initial broad categories of programming to the extent such categories are reasonably available:

(A) Educational programming;

(B) Colorado news, weather & information;

(C) Sports;

(D) General entertainment (including movies);

(E) Children/family-oriented;

(F) Arts, culture and performing arts;

(G) Foreign language;

(H) Science/documentary;

(I) National news, weather and information; and,

(J) Public, Educational and Government Access, to the extent required by this Franchise.

8.2 Deletion or Reduction of Broad Programming Categories

(A) Grantee shall not delete or so limit as to effectively delete any broad category of programming within its control without the prior written consent of the City.

(B) In the event of a modification proceeding under federal law, the mix and quality of Cable Services provided by Grantee on the Effective Date of this Franchise shall be deemed the mix and quality of Cable Services required under this Franchise throughout its term.

8.3 Obscenity

Grantee shall not transmit, or permit to be transmitted over any Channel subject to its editorial control, any programming which is obscene under, or violates any provision of, Applicable Law relating to obscenity, and is not protected by the Constitution of the United States. Grantee shall be deemed to have transmitted or permitted a transmission of obscene programming only if a court of competent jurisdiction has found that any of Grantee's officers or employees or agents have permitted programming which is obscene under, or violative of, any provision of Applicable Law relating to obscenity, and is otherwise not protected by the Constitution of the United States, to be transmitted over any Channel subject to Grantee's editorial control. Grantee shall comply with all relevant provisions of federal law relating to obscenity.

8.4 Parental Control Device

Upon request by any Subscriber, Grantee shall make available a parental control or lockout device, traps or filters to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter. Any device offered shall be at a rate, if any, in compliance with Applicable Law.

8.5 Continuity of Service Mandatory

(A) It shall be the right of all Subscribers to continue to receive Cable Service from Grantee insofar as their financial and other obligations to Grantee are honored. The Grantee shall act so as to ensure that all Subscribers receive continuous, uninterrupted Cable Service regardless of the circumstances. For the purposes of this subsection, "uninterrupted" does not include short-term outages of the Cable System for maintenance or testing.

(B) In the event of a change of grantee, or in the event a new Cable Operator acquires the Cable System in accordance with this Franchise, Grantee shall cooperate with the City, new franchisee or Cable Operator in maintaining continuity of Cable Service to all Subscribers. During any transition period, Grantee shall be entitled to the revenues for any period during which it operates the Cable System, and shall be entitled to reasonable costs for its services when it no longer operates the Cable System.

(C) In the event Grantee fails to operate the Cable System for four (4) consecutive days without prior approval of the Manager, or without just cause, the City may, at its option, operate the Cable System itself or designate another Cable Operator until such time as Grantee restores service under conditions acceptable to the City or a permanent Cable Operator is selected. If the City is required to fulfill this obligation for Grantee, Grantee shall reimburse the City for all reasonable costs or damages that are the result of Grantee's failure to perform.

8.6 Services for the Disabled

Grantee shall comply with the Americans with Disabilities Act and any amendments thereto.

SECTION 9. ACCESS

9.1 Designated Access Providers

(A) The City shall have the sole and exclusive responsibility for identifying the Designated Access Providers, including itself for Access purposes, to control and manage the use of any or all Access Facilities provided by Grantee under this Franchise. As used in this Section, such "Access Facilities" includes the Channels, services, facilities, equipment, technical components and/or financial support provided under this Franchise, which is used or useable by and for Public Access, Educational Access, and Government Access ("PEG" or "PEG Access").

(B) Grantee shall cooperate with City in City's efforts to provide Access programming, but will not be responsible or liable for any damages resulting from a claim in connection with the programming placed on the Access Channels by the Designated Access Provider.

9.2 Channel Capacity and Use

(A) Grantee shall make available to City three (3) Downstream Channels for PEG use as provided for in this Section.

(B) Grantee shall have the right to temporarily use any Channel, or portion thereof, which is allocated under this Section for Public, Educational, or Governmental Access use, within sixty (60) days after a written request for such use is submitted to City, if such Channel is not "fully utilized" as defined herein. A Channel shall be considered fully utilized if substantially unduplicated programming is delivered over it more than an average of 38 hours per week over a six (6) month period. Programming that is repeated on an Access Channel up to two times per day shall be considered "unduplicated programming." Character-generated programming shall be included for purposes of this subsection, but may be counted towards the total average hours only with respect to three (3) Channels provided to City. If a Channel allocated for Public, Educational, or Governmental Access use will be used by Grantee in accordance with the terms of this subsection, the institution to which the Channel has been

allocated shall have the right to require the return of the Channel or portion thereof. City shall request return of such Channel space by delivering written notice to Grantee stating that the institution is prepared to fully utilize the Channel, or portion thereof, in accordance with this subsection. In such event, the Channel or portion thereof shall be returned to such institution within sixty (60) days after receipt by Grantee of such written notice.

(C) Standard Definition ("SD") Digital Access Channels.

(1) Grantee shall provide three (3) Activated Downstream Channels for PEG Access use in a standard definition ("SD") digital format in Grantee's Basic Service ("SD Access Channel"). Grantee shall carry all components of the SD Access Channel Signals provided by a Designated Access Provider including, but not limited to, closed captioning, stereo audio and other elements associated with the Programming. A Designated Access Provider shall be responsible for providing the SD Access Channel Signal in an SD format to the demarcation point at the designated point of origination for the SD Access Channel. Grantee shall transport and distribute the SD Access Channel signal on its Cable System and shall not unreasonably discriminate against SD Access Channels with respect to accessibility, functionality and to the application of any applicable Federal Communications Commission Rules & Regulations, including without limitation Subpart K Channel signal standards.

(2) With respect to signal quality, Grantee shall not be required to carry a SD Access Channel in a higher quality format than that of the SD Access Channel signal delivered to Grantee, but Grantee shall distribute the SD Access Channel signal without degradation. Upon reasonable written request by a Designated Access Provider, Grantee shall verify signal delivery to Subscribers with the Designated Access Provider, consistent with the requirements of this Section 9.2(C).

(3) Grantee shall be responsible for costs associated with the transmission of SD Access signals on its side of the demarcation point which for the purposes of this Section 9.2 (C)(3), shall mean up to and including the modulator where the City signal is converted into a format to be transmitted over a fiber connection to Grantee. The City or Designated Access Provider shall be responsible for costs associated with SD Access signal transmission on its side of the demarcation point.

(4) SD Access Channels may require Subscribers to buy or lease special equipment, available to all Subscribers, and subscribe to those tiers of Cable Service, upon which SD channels are made available. Grantee is not required to provide free SD equipment to Subscribers, including complimentary government and educational accounts, nor modify its equipment or pricing policies in any manner.

(D) High Definition ("HD") Digital Access Channels.

(1) After the Effective Date and with at least 120 days' written notice to Grantee, Grantee shall activate one (1) High Definition digital format ("HD") Access Channel, for which

the City may provide Access Channel signals in HD format to the demarcation point at the designated point of origination for the Access Channel ("HD Access Channel"). Activation of such HD Access Channel shall only occur after the following conditions are satisfied:

(a) The City shall, in its written notice to Grantee as provided for in this Section, confirm that it or its Designated Access Provider has the capabilities to produce, has been producing and will produce programming in an HD format for the newly activated HD Access Channel(s); and,

(b) There will be a minimum of five (5) hours per-day, five days per-week of HD PEG programming available for each HD Access Channel.

(2) The City shall be responsible for providing the HD Access Channel signal in an HD digital format to the demarcation point at the designated point of origination for the HD Access Channel. For purposes of this Franchise, an HD signal refers to a television signal delivering picture resolution of either 720p or 1080i, or such other resolution in this same range that Grantee utilizes for other similar non-sport, non-movie programming channels on the Cable System, whichever is greater.

(3) Grantee shall transport and distribute the HD Access Channel signal on its Cable System and shall not unreasonably discriminate against HD Access Channels with respect to accessibility, functionality and to the application of any applicable Federal Communications Commission Rules & Regulations, including without limitation Subpart K Channel signal standards. With respect to signal quality, Grantee shall not be required to carry a HD Access Channel in a higher quality format than that of the HD Access Channel signal delivered to Grantee, but Grantee shall distribute the HD Access Channel signal without degradation. Grantee shall carry all components of the HD Access Channel signals provided by the Designated Access Provider including, but not limited to, closed captioning, stereo audio and other elements associated with the Programming. Upon reasonable written request by the City, Grantee shall verify signal delivery to Subscribers with the City, consistent with the requirements of this Section 9.2(D).

(4) HD Access Channels may require Subscribers to buy or lease special equipment, available to all Subscribers, and subscribe to those tiers of Cable Service, upon which HD channels are made available. Grantee is not required to provide free HD equipment to Subscribers, including complimentary government and educational accounts, nor modify its equipment or pricing policies in any manner.

(5) The City or any Designated Access Provider is responsible for acquiring all equipment necessary to produce programming in HD.

(6) Grantee shall cooperate with the City to procure and provide, at City's cost, all necessary transmission equipment from the Designated Access Provider channel origination point, at Grantee's headend and through Grantee's distribution system, in order to deliver the HD Access Channels. The City shall be responsible for the costs of all transmission equipment,

including HD modulator and demodulator, and encoder or decoder equipment, and multiplex equipment, required in order for Grantee to receive and distribute the HD Access Channel signal, or for the cost of any resulting upgrades to the video return line. The City and Grantee agree that such expense of acquiring and installing the transmission equipment or upgrades to the video return line qualifies as a capital cost for PEG Facilities within the meaning of the Cable Act 47 U.S.C.A. Section 542(g)(20)(C), and therefore is an appropriate use of revenues derived from those PEG Capital fees provided for in this Franchise.

(E) Grantee shall simultaneously carry the one (1) HD Access Channels provided for in Section 9.2(D) in high definition format on the Cable System, in addition to simultaneously carrying in standard definition format the SD Access Channels provided pursuant to Subsection 9.2(C). At such time as Grantee activates the one HD Access Channel, the number of SD Access Channels Grantee is obligated to provide in Section 9.2(C) shall be reduced from three (3) to two (2).

(F) There shall be no restriction on Grantee's technology used to deploy and deliver SD or HD signals so long as the requirements of the Franchise are otherwise met. Grantee may implement HD carriage of the PEG channel in any manner (including selection of compression, utilization of IP, and other processing characteristics) that produces a signal quality for the consumer that is reasonably comparable and functionally equivalent to similar commercial HD channels carried on the Cable System. In the event the City believes that Grantee fails to meet this standard, City will notify Grantee of such concern, and Grantee will respond to any complaints in a timely manner.

9.3 Access Channel Assignments

Grantee will use reasonable efforts to minimize the movement of SD and HD Access Channel assignments. Grantee shall also use reasonable efforts to institute common SD and HD Access Channel assignments among the CCUA members served by the same Headend as City for compatible Access programming, for example, assigning all Educational Access Channels programmed by higher education organizations to the same Channel number. In addition, Grantee will make reasonable efforts to locate HD Access Channels provided pursuant to Subsection 9.2(D) in a location on its HD Channel line-up that is easily accessible to Subscribers.

9.4 Relocation of Access Channels

Grantee shall provide City a minimum of sixty (60) days' notice, and use its best efforts to provide one hundred and twenty (120) days notice, prior to the time Public, Educational, and Governmental Access Channel designations are changed.

9.5 Support for Access Costs

During the term of this Franchise Agreement, Grantee shall provide fifty cents ($0.50)

per month per Residential Subscriber (the "PEG Contribution") to be used solely for capital costs related to Public, Educational and Governmental Access and the web based on demand Access programming described in Section 9.5, or as may be permitted by Applicable Law. To address inflationary impacts on capital equipment or to evaluate whether the City's PEG Access capital costs have reduced with time, the City and Grantee may meet no more than three times after the Effective Date to discuss whether to increase or to decrease the PEG Contribution. The primary purpose of such meetings will be for the parties to review prior expenditures and future capital plans to determine if the current PEG Contribution is reasonably appropriate to meet future needs. The City and Grantee may suggest to each other, based upon their own assessments of reasonable past practices and future anticipated needs, whether the current level of PEG Contribution is appropriate. If either party believes that the PEG Contribution should be modified in a reasonable amount to address such future needs the parties shall share all relevant information supporting their positions and negotiate in good faith to determine if the PEG Contribution should be increased or decreased, and if so, in what amount. Such discussions regarding potential adjustment to the PEG Contribution will be conducted pursuant to the Franchise amendment procedures in Section 4.8 of this Franchise. Grantee shall make PEG Contribution payments quarterly, following the effective date of this Franchise Agreement for the preceding quarter ending March 31, June 30, September 30, and December 31. Each payment shall be due and payable no later than thirty (30) days following the end of the quarter. City shall have sole discretion to allocate the expenditure of such payments for any capital costs related to PEG Access. The parties agree that this Franchise shall provide City discretion to utilize Access payments for new internal network connections and enhancements to the City's existing network.

9.6 Access Support Not Franchise Fees

Grantee agrees that capital support for Access Costs arising from or relating to the obligations set forth in this Section shall in no way modify or otherwise affect Grantee's obligations to pay Franchise Fees to City. Grantee agrees that although the sum of Franchise Fees plus the payments set forth in this Section may total more than five percent (5%) of Grantee's Gross Revenues in any 12-month period, the additional commitments shall not be offset or otherwise credited in any way against any Franchise Fee payments under this Franchise Agreement so long as such support is used for capital Access purposes consistent with this Franchise and federal law.

9.7 Access Channels On Basic Service or Lowest Priced HD Service Tier

All SD Access Channels under this Franchise Agreement shall be included by Grantee, without limitation, as part of Basic Service. All HD Access Channels under this Franchise Agreement shall be included by Grantee, without limitation, as part of the lowest priced tier of HD Cable Service upon which Grantee provides HD programming content.

9.8 Change In Technology

In the event Grantee makes any change in the Cable System and related equipment and

Facilities or in Grantee's signal delivery technology, which directly or indirectly affects the signal quality or transmission of Access services or programming, Grantee shall at its own expense take necessary technical steps or provide necessary technical assistance, including the acquisition of all necessary equipment, and full training of City's Access personnel to ensure that the capabilities of Access services are not diminished or adversely affected by such change. If the City implements a new video delivery technology that is currently offered and can be accommodated on the Grantee's local Cable System then the same provisions above shall apply. If the City implements a new video delivery technology that is not currently offered on and/or that cannot be accommodated by the Grantee's local Cable System, then the City shall be responsible for acquiring all necessary equipment, facilities, technical assistance, and training to deliver the signal to the Grantee's headend for distribution to subscribers.

9.9 Technical Quality

Grantee shall maintain all upstream and downstream Access services and Channels on its side of the demarcation point at the same level of technical quality and reliability required by this Franchise Agreement and all other applicable laws, rules and regulations for Residential Subscriber Channels. Grantee shall provide routine maintenance for all transmission equipment on its side of the demarcation point, including modulators, decoders, multiplex equipment, and associated cable and equipment necessary to carry a quality signal to and from City's facilities for the Access Channels provided under this Franchise Agreement, including the business class broadband equipment and services necessary for the video on demand and streaming service described in Section 9.5. Grantee shall also provide, if requested in advance by the City, advice and technical expertise regarding the proper operation and maintenance of transmission equipment on the City's side of the demarcation point. The City shall be responsible for all initial and replacement costs of all HD modulator and demodulator equipment, web-based video on demand servers and web-based video streaming servers. The City shall also be responsible, at its own expense, to replace any of the Grantee's equipment that is damaged by the gross negligence or intentional acts of City staff. The Grantee shall be responsible, at its own expense, to replace any of the Grantee's equipment that is damaged by the gross negligence or intentional acts of Grantee's staff. The City will be responsible for the cost of repairing and/or replacing any HD PEG Access and web-based video on demand transmission equipment that Grantee maintains that is used exclusively for transmission of the City's and/or its Designated Access Providers' HD Access programming.

9.10 Access Cooperation

City may designate any other jurisdiction which has entered into an agreement with Grantee or an Affiliate of Grantee based upon this Franchise Agreement, any CCUA member, the CCUA, or any combination thereof to receive any Access benefit due City hereunder, or to share in the use of Access Facilities hereunder. The purpose of this subsection shall be to allow cooperation in the use of Access and the application of any provision under this Section as City in its sole discretion deems appropriate, and Grantee shall cooperate fully with, and in, any such arrangements by City.

9.11 Return Lines/Access Origination

(A) Grantee shall continuously maintain the return lines previously constructed to the City Hall at 749 Main Street, the City Police Department at 992 West Via Appia, the City's Recreation Center at 900 West Via Appia, and the City Library Building at 951 Spruce Street throughout the Term of the Franchise, in order to enable the distribution of Access programming to Residential Subscribers on the Access Channels; provided however that Grantee's maintenance obligations with respect to either of these locations shall cease if a location is no longer used in the future by the City to originate Access programming.

(B) Grantee shall construct and maintain new Fiber Optic return lines to the Headend from production facilities of new or relocated Designated Access Providers delivering Access programming to Residential Subscribers as requested in writing by the City. All actual construction costs incurred by Grantee from the nearest interconnection point to the Designated Access Provider shall be paid by the City or the Designated Access Provider. New return lines shall be completed within one (1) year from the request of the City or its Designated Access Provider, or as otherwise agreed to by the parties. If an emergency situation necessitates movement of production facilities to a new location, the parties shall work together to complete the new return line as soon as reasonably possible.

SECTION 10. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

10.1 Right to Construct

Subject to Applicable Law, regulations, rules, resolutions and ordinances of the City and the provisions of this Franchise, Grantee may perform all construction in the Rights-of-Way for any facility needed for the maintenance or extension of Grantee's Cable System.

10.2 Right-of-Way Meetings

Grantee will regularly attend and participate in meetings of the City, of which the Grantee is made aware, regarding Right-of-Way issues that may impact the Cable System.

10.3 Joint Trenching/Boring Meetings

Grantee will regularly attend and participate in planning meetings of the City, of which the Grantee is made aware, to anticipate joint trenching and boring. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, licensees, permittees, and franchisees so as to reduce so far as possible the number of Right-of-Way cuts within the City.

10.4 General Standard

All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. All installations of equipment shall be permanent in nature, durable and

installed in accordance with good engineering practices.

10.5 Permits Required for Construction

Prior to doing any work in the Right-of Way or other public property, Grantee shall apply for, and obtain, appropriate permits from the City. As part of the permitting process, the City may impose such conditions and regulations as are necessary for the purpose of protecting any structures in such Rights-of-Way, proper restoration of such Rights-of-Way and structures, the protection of the public, and the continuity of pedestrian or vehicular traffic. Such conditions may also include the provision of a construction schedule and maps showing the location of the facilities to be installed in the Right-of-Way. Grantee shall pay all applicable fees for the requisite City permits received by Grantee.

10.6 Emergency Permits

In the event that emergency repairs are necessary, Grantee shall immediately notify the City of the need for such repairs. Grantee may initiate such emergency repairs, and shall apply for appropriate permits within forty-eight (48) hours after discovery of the emergency.

10.7 Compliance with Applicable Codes

(A) City Construction Codes. Grantee shall comply with all applicable City construction codes, including, without limitation, the Uniform Building Code and other building codes, the Uniform Fire Code, the Uniform Mechanical Code, the Electronic Industries Association Standard for Physical Location and Protection of Below-Ground Fiber Optic Cable Plant, and zoning codes and regulations.

(B) Tower Specifications. Antenna supporting structures (towers) shall be designed for the proper loading as specified by the Electronics Industries Association (EIA), as those specifications may be amended from time to time. Antenna supporting structures (towers) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable federal, State, and local codes or regulations.

(C) Safety Codes. Grantee shall comply with all federal, State and City safety requirements, rules, regulations, laws and practices, and employ all necessary devices as required by Applicable Law during construction, operation and repair of its Cable System. By way of illustration and not limitation, Grantee shall comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.

10.8 GIS Mapping

Grantee shall comply with any generally applicable ordinances, rules and regulations of the City regarding geographic information mapping systems for users of the Rights-of-Way.

10.9 Minimal Interference

Work in the Right-of-Way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the City, or with any other pipes, wires, conduits, pedestals, structures, or other facilities that may have been laid in the Rights-of-Way by, or under, the City's authority. The Grantee's Cable System shall be located, erected and maintained so as not to endanger or interfere with the lives of Persons, or to interfere with new improvements the City may deem proper to make or to unnecessarily hinder or obstruct the free use of the Rights-of-Way or other public property, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation or removal thereof, and shall not obstruct or impede traffic. In the event of such interference, the City may require the removal or relocation of Grantee's lines, cables, equipment and other appurtenances from the property in question at Grantee's expense.

10.10 Prevent Injury/Safety

Grantee shall provide and use any equipment and facilities necessary to control and carry Grantee's signals so as to prevent injury to the City's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change and improve its facilities to keep them in good repair, and safe and presentable condition. All excavations made by Grantee in the Rights-of-Way shall be properly safeguarded for the prevention of accidents by the placement of adequate barriers, fences or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights.

10.11 Hazardous Substances

(A) Grantee shall comply with any and all Applicable Laws, statutes, regulations and orders concerning hazardous substances relating to Grantee's Cable System in the Rights-of-Way.

(B) Upon reasonable notice to Grantee, the City may inspect Grantee's facilities in the Rights-of-Way to determine if any release of hazardous substances has occurred, or may occur, from or related to Grantee's Cable System. In removing or modifying Grantee's facilities as provided in this Franchise, Grantee shall also remove all residue of hazardous substances related thereto.

(C) Grantee agrees to indemnify the City against any claims, costs, and expenses, of any kind, whether direct or indirect, incurred by the City arising out of a release of hazardous substances caused by Grantee's Cable System.

10.12 Locates

Prior to doing any work in the Right-of-Way, Grantee shall give appropriate notices to the City and to the notification association established in C.R.S. Section 9-1.5-105, as such may be amended from time to time.

Within forty-eight (48) hours after any City bureau or franchisee, licensee or permittee notifies Grantee of a proposed Right-of-Way excavation, Grantee shall, at Grantee's expense:

(A) Mark on the surface all of its located underground facilities within the area of the proposed excavation;

(B) Notify the excavator of any unlocated underground facilities in the area of the proposed excavation; or

(C) Notify the excavator that Grantee does not have any underground facilities in the vicinity of the proposed excavation.

10.13 Notice to Private Property Owners

Grantee shall give notice to private property owners of work on or adjacent to private property in accordance with the City's Customer Service Standards, as the same may be amended from time to time by the City Council acting by Ordinance or resolution.

10.14 Underground Construction and Use of Poles

(A) When required by general ordinances, resolutions, regulations or rules of the City or applicable State or federal law, Grantee's Cable System shall be placed underground at Grantee's expense unless funding is generally available for such relocation to all users of the Rights-of-Way. Placing facilities underground does not preclude the use of ground-mounted appurtenances.

(B) Where electric, telephone, and other above-ground utilities are installed underground at the time of Cable System construction, or when all such wiring is subsequently placed underground, all Cable System lines shall also be placed underground with other wireline service at no expense to the City or Subscribers unless funding is generally available for such relocation to all users of the Rights-of-Way. Related Cable System equipment, such as pedestals, must be placed in accordance with the City's applicable code requirements and rules. In areas where either electric or telephone utility wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.

(C) The Grantee shall utilize existing poles and conduit wherever possible.

(D) In the event Grantee cannot obtain the necessary poles and related facilities pursuant to a pole attachment agreement, and only in such event, then it shall be lawful for

Grantee to make all needed excavations in the Rights-of-Way for the purpose of placing, erecting, laying, maintaining, repairing, and removing poles, supports for wires and conductors, and any other facility needed for the maintenance or extension of Grantee's Cable System. All poles of Grantee shall be located as designated by the proper City authorities.

(E) This Franchise does not grant, give or convey to the Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the City or any other Person. Copies of agreements for the use of poles, conduits or other utility facilities must be provided upon request by the City.

(F) The Grantee and the City recognize that situations may occur in the future where the City may desire to place its own cable or conduit for Fiber Optic cable in trenches or bores opened by the Grantee. The Grantee agrees to cooperate with the City in any construction by the Grantee that involves trenching or boring, provided that the City has first notified the Grantee in some manner that it is interested in sharing the trenches or bores in the area where the Grantee's construction is occurring. The Grantee shall allow the City to lay its cable, conduit and Fiber Optic cable in the Grantee's trenches and bores, provided the City shares in the cost of the trenching and boring on the same terms and conditions as the Grantee at that time shares the total cost of trenches and bores. The City shall be responsible for maintaining its respective cable, conduit and Fiber Optic cable buried in the Grantee's trenches and bores under this paragraph.

10.15 Undergrounding of Multiple Dwelling Unit Drops

In cases of single site Multiple Dwelling Units, Grantee shall minimize the number of individual aerial drop cables by installing multiple drop cables underground between the pole and Multiple Dwelling Unit where determined to be technologically feasible in agreement with the owners and/or owner's association of the Multiple Dwelling Units.

10.16 Burial Standards

(A) Depths. Unless otherwise required by law, Grantee, and its contractors, shall comply with the following burial depth standards. In no event shall Grantee be required to bury its cable deeper than electric or gas facilities, or existing telephone facilities in the same portion of the Right-of-Way, so long as those facilities have been buried in accordance with Applicable Law:

> Underground cable drops from the curb shall be buried at a minimum depth of twelve (12) inches, unless a sprinkler system or other construction concerns preclude it, in which case, underground cable drops shall be buried at a depth of at least six (6) inches.
>
> Feeder lines shall be buried at a minimum depth of eighteen (18) inches.
>
> Trunk lines shall be buried at a minimum depth of thirty-six (36) inches.

Fiber Optic cable shall be buried at a minimum depth of thirty-six (36) inches.

In the event of a conflict between this subsection and the provisions of any customer service standard, this subsection shall control.

(B) Timeliness. Cable drops installed by Grantee to residences shall be buried according to these standards within one calendar week of initial installation, or at a time mutually-agreed upon between the Grantee and the Subscriber. When freezing surface conditions prevent Grantee from achieving such timetable, Grantee shall apprise the Subscriber of the circumstances and the revised schedule for burial, and shall provide the Subscriber with Grantee's telephone number and instructions as to how and when to call Grantee to request burial of the line if the revised schedule is not met.

10.17 Cable Drop Bonding

Grantee shall ensure that all cable drops are properly bonded at the home, consistent with applicable code requirements.

10.18 Prewiring

Any ordinance or resolution of the City which requires prewiring of subdivisions or other developments for electrical and telephone service shall be construed to include wiring for Cable Systems.

10.19 Repair and Restoration of Property

(A) The Grantee shall protect public and private property from damage. If damage occurs, the Grantee shall promptly notify the property owner within twenty-four (24) hours in writing.

(B) Whenever Grantee disturbs or damages any Right-of-Way, other public property or any private property, Grantee shall promptly restore the Right-of-Way or property to at least its prior condition, normal wear and tear excepted, at its own expense.

(C) Rights-of-Way and Other Public Property. Grantee shall warrant any restoration work performed by or for Grantee in the Right-of-Way or on other public property in accordance with Applicable Law. If restoration is not satisfactorily performed by the Grantee within a reasonable time, the City may, after prior notice to the Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the cost of those repairs from the Grantee. Within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, the Grantee shall pay the City.

(D) Private Property. Upon completion of the work which caused any disturbance or

damage, Grantee shall promptly commence restoration of private property, and will use best efforts to complete the restoration within seventy-two (72) hours, considering the nature of the work that must be performed. Grantee shall also perform such restoration in accordance with the City's Customer Service Standards, as the same may be amended from time to time by the City Council acting by ordinance or resolution.

10.20 Use of Conduits by the City

The City may install or affix and maintain wires and equipment owned by the City for City purposes in or upon any and all of Grantee's ducts, conduits or equipment in the Rights-of-Way and other public places if such placement does not interfere with Grantee's use of its facilities, without charge to the City, to the extent space therein or thereon is reasonably available, and pursuant to all applicable ordinances and codes. This right shall not extend to affiliates of Grantee who have facilities in the right-of-way for the provision of non-cable services. For the purposes of this subsection, "City purposes" includes, but is not limited to, the use of the structures and installations for City fire, police, traffic, water, telephone, and/or signal systems, but not for Cable Service or transmission to third parties of telecommunications or information services in competition with Grantee. Grantee shall not deduct the value of such use of its facilities from its Franchise Fee payments or from other fees payable to the City.

10.21 Common Users

(A) For the purposes of this subsection:

(1) "Attachment" means any wire, optical fiber or other cable, and any related device, apparatus or auxiliary equipment, for the purpose of voice, video or data transmission.

(2) "Conduit" or "Conduit Facility" means any structure, or section thereof, containing one or more Ducts, conduits, manholes, handhole or other such facilities in Grantee's Cable System.

(3) "Duct" means a single enclosed raceway for cables, Fiber Optics or other wires.

(4) "Licensee" means any Person licensed or otherwise permitted by the City to use the Rights-of-Way.

(5) "Surplus Ducts or Conduits" are Conduit Facilities other than those occupied by Grantee or any prior Licensee, or unoccupied Ducts held by Grantee as emergency use spares, or other unoccupied Ducts that Grantee reasonably expects to use within two (2) years from the date of a request for use.

(B) Grantee acknowledges that the Rights-of-Way have a finite capacity for containing Conduits. Therefore, Grantee agrees that whenever the City determines it is

impracticable to permit construction of an underground Conduit system by any other Person which may at the time have authority to construct or maintain Conduits or Ducts in the Rights-of-Way, but excluding Persons providing Cable Services in competition with Grantee, the City may require Grantee to afford to such Person the right to use Grantee's Surplus Ducts or Conduits in common with Grantee, pursuant to the terms and conditions of an agreement for use of Surplus Ducts or Conduits entered into by Grantee and the Licensee. Nothing herein shall require Grantee to enter into an agreement with such Person if, in Grantee's reasonable determination, such an agreement could compromise the integrity of the Cable System.

(C) A Licensee occupying part of a Duct shall be deemed to occupy the entire Duct.

(D) Grantee shall give a Licensee a minimum of one hundred twenty (120) days notice of its need to occupy a licensed Conduit and shall propose that the Licensee take the first feasible action as follows:

(1) Pay revised Conduit rent designed to recover the cost of retrofitting the Conduit with multiplexing, Fiber Optics or other space-saving technology sufficient to meet Grantee's space needs;

(2) Pay revised Conduit rent based on the cost of new Conduit constructed to meet Grantee's space needs;

(3) Vacate the needed Ducts or Conduit; or

(4) Construct and maintain sufficient new Conduit to meet Grantee's space needs.

(E) When two or more Licensees occupy a section of Conduit Facility, the last Licensee to occupy the Conduit Facility shall be the first to vacate or construct new Conduit. When Conduit rent is revised because of retrofitting, space-saving technology or construction of new Conduit, all Licensees shall bear the increased cost.

(F) All Attachments shall meet local, State, and federal clearance and other safety requirements, be adequately grounded and anchored, and meet the provisions of contracts executed between Grantee and the Licensee. Grantee may, at its option, correct any attachment deficiencies and charge the Licensee for its costs. Each Licensee shall pay Grantee for any fines, fees, damages or other costs the Licensee's attachments cause Grantee to incur.

(G) In order to enforce the provisions of this subsection with respect to Grantee, the City must demonstrate that it has required that all similarly situated users of the Rights-of-Way to comply with the provisions of this subsection.

10.22 Acquisition of Facilities

Upon Grantee's acquisition of Cable System-related facilities in any City Right-of-Way,

or upon the addition to the City of any area in which Grantee owns or operates any such facility, Grantee shall, at the City's request, submit to the City a statement describing all such facilities involved, whether authorized by franchise, permit, license or other prior right, and specifying the location of all such facilities to the extent Grantee has possession of such information. Such Cable System-related facilities shall immediately be subject to the terms of this Franchise.

10.23 Discontinuing Use/Abandonment of Cable System Facilities

Whenever Grantee intends to discontinue using any facility within the Rights-of-Way, Grantee shall submit for the City's approval a complete description of the facility and the date on which Grantee intends to discontinue using the facility. Grantee may remove the facility or request that the City permit it to remain in place. Notwithstanding Grantee's request that any such facility remain in place, the City may require Grantee to remove the facility from the Right-of-Way or modify the facility to protect the public health, welfare, safety, and convenience, or otherwise serve the public interest. The City may require Grantee to perform a combination of modification and removal of the facility. Grantee shall complete such removal or modification in accordance with a schedule set by the City. Until such time as Grantee removes or modifies the facility as directed by the City, or until the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Grantee shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Right-of-Way, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility. If Grantee abandons its facilities, the City may choose to use such facilities for any purpose whatsoever including, but not limited to, Access purposes.

10.24 Movement of Cable System Facilities For City Purposes

The City shall have the right to require Grantee to relocate, remove, replace, modify or disconnect Grantee's facilities and equipment located in the Rights-of-Way or on any other property of the City for public purposes, in the event of an emergency, or when the public health, safety or welfare requires such change (for example, without limitation, by reason of traffic conditions, public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the City for public purposes). Such work shall be performed at the Grantee's expense. Except during an emergency, the City shall provide reasonable notice to Grantee, not to be less than five (5) business days, and allow Grantee with the opportunity to perform such action. In the event of any capital improvement project exceeding $500,000 in expenditures by the City which requires the removal, replacement, modification or disconnection of Grantee's facilities or equipment, the City shall provide at least sixty (60) days' written notice to Grantee. Following notice by the City, Grantee shall relocate, remove, replace, modify or disconnect any of its facilities or equipment within any Right-of-Way, or on any other property of the City. If the City requires Grantee to relocate its facilities located within the Rights-of-Way, the City shall make a reasonable effort to provide Grantee with an alternate location within the Rights-of-Way. If funds are generally made available to users of the Rights-of-Way for such relocation, Grantee shall be entitled to its pro rata share of

such funds.

If the Grantee fails to complete this work within the time prescribed and to the City's satisfaction, the City may cause such work to be done and bill the cost of the work to the Grantee, including all costs and expenses incurred by the City due to Grantee's delay. In such event, the City shall not be liable for any damage to any portion of Grantee's Cable System. Within thirty (30) days of receipt of an itemized list of those costs, the Grantee shall pay the City.

10.25 Movement of Cable System Facilities for Other Franchise Holders

If any removal, replacement, modification or disconnection of the Cable System is required to accommodate the construction, operation or repair of the facilities or equipment of another City franchise holder, Grantee shall, after at least thirty (30) days' advance written notice, take action to effect the necessary changes requested by the responsible entity. Grantee may require that the costs associated with the removal or relocation be paid by the benefited party.

10.26 Temporary Changes for Other Permittees

At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder, and Grantee may require a reasonable deposit of the estimated payment in advance.

10.27 Reservation of City Use of Right-of-Way

Nothing in this Franchise shall prevent the City or public utilities owned, maintained or operated by public entities other than the City from constructing sewers; grading, paving, repairing or altering any Right-of-Way; laying down, repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of Grantee's Cable System.

10.28 Tree Trimming

Grantee may prune or cause to be pruned, using proper pruning practices, any tree in the City's Rights-of-Way which interferes with Grantee's Cable System. Grantee shall comply with any general ordinance or regulations of the City regarding tree trimming. Except in emergencies, Grantee may not prune trees at a point below thirty (30) feet above sidewalk grade until one (1) week written notice has been given to the owner or occupant of the premises abutting the Right-of-Way in or over which the tree is growing. The owner or occupant of the abutting premises may prune such tree at his or her own expense during this one (1) week period. If the owner or occupant fails to do so, Grantee may prune such tree at its own expense. For purposes of this

subsection, emergencies exist when it is necessary to prune to protect the public or Grantee's facilities from imminent danger only.

10.29 Inspection of Construction and Facilities

The City may inspect any of Grantee's facilities, equipment or construction at any time upon at least twenty-four (24) hours notice, or, in case of emergency, upon demand without prior notice. The City shall have the right to charge generally applicable inspection fees therefore. If an unsafe condition is found to exist, the City, in addition to taking any other action permitted under Applicable Law, may order Grantee, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the City establishes. The City has the right to correct, inspect, administer and repair the unsafe condition if Grantee fails to do so, and to charge Grantee therefore.

10.30 Stop Work

(A) On notice from the City that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the City.

(B) The stop work order shall:

(1) Be in writing;

(2) Be given to the Person doing the work, or posted on the work site;

(3) Be sent to Grantee by overnight delivery at the address given herein;

(4) Indicate the nature of the alleged violation or unsafe condition; and

(5) Establish conditions under which work may be resumed.

10.31 Work of Contractors and Subcontractors

Grantee's contractors and subcontractors shall be licensed and bonded in accordance with the City's ordinances, regulations and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it, and shall ensure that all such work is performed in compliance with this Franchise and other Applicable Law, and shall be jointly and severally liable for all damages and correcting all damage caused by them. It is Grantee's responsibility to ensure that contractors, subcontractors or other Persons performing work on Grantee's behalf are familiar with the requirements of this Franchise and other Applicable Law governing the work performed by them.

SECTION 11. CABLE SYSTEM, TECHNICAL STANDARDS AND TESTING

11.1 Subscriber Network

(A) Grantee's Cable System shall be equivalent to or exceed technical characteristics of a traditional HFC 750 MHz Cable System and provide Activated Two-Way capability. The Cable System shall be capable of supporting video and audio. The Cable System shall deliver no less than one hundred ten (110) Channels of digital video programming services to Subscribers, provided that the Grantee reserves the right to use the bandwidth in the future for other uses based on market factors.

(B) Equipment must be installed so that all closed captioning programming received by the Cable System shall include the closed caption signal so long as the closed caption signal is provided consistent with FCC standards. Equipment must be installed so that all local signals received in stereo or with secondary audio tracks (broadcast and Access) are retransmitted in those same formats.

(C) All construction shall be subject to the City's permitting process.

(D) Grantee and City shall meet, at the City's request, to discuss the progress of the design plan and construction.

(E) Grantee will take prompt corrective action if it finds that any facilities or equipment on the Cable System are not operating as expected, or if it finds that facilities and equipment do not comply with the requirements of this Franchise or Applicable Law.

(F) Grantee's construction decisions shall be based solely upon legitimate engineering decisions and shall not take into consideration the income level of any particular community within the Franchise Area.

11.2 Technology Assessment

(A) The City may notify Grantee on or after five (5) years after the Effective Date, that the City will conduct a technology assessment of Grantee's Cable System. The technology assessment may include, but is not be limited to, determining whether Grantee's Cable System technology and performance are consistent with current technical practices and range and level of services existing in the fifteen (15) largest U.S. cable systems owned and operated by Grantee's Parent Corporation and/or Affiliates pursuant to franchises that have been renewed or extended since the Effective Date.

(B) Grantee shall cooperate with the City to provide necessary non-confidential and proprietary information upon the City's reasonable request as part of the technology assessment.

(C) At the discretion of the City, findings from the technology assessment may be

included in any proceeding commenced for the purpose of identifying future cable-related community needs and interests undertaken by the City pursuant to 47 U.S.C. §546.

11.3 Standby Power

Grantee's Cable System Headend shall be capable of providing at least twelve (12) hours of emergency operation. In addition, throughout the term of this Franchise, Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than four (4) hours. This outage plan and evidence of requisite implementation resources shall be presented to the City no later than thirty (30) days following receipt of a request.

11.4 Emergency Alert Capability

(A) Grantee shall provide an operating Emergency Alert System ("EAS") throughout the term of this Franchise in compliance with FCC standards. Grantee shall test the EAS as required by the FCC. Upon request, the City shall be permitted to participate in and/or witness the EAS testing up to twice a year on a schedule formed in consultation with Grantee. If the test indicates that the EAS is not performing properly, Grantee shall make any necessary adjustment to the EAS, and the EAS shall be retested.

11.5 Technical Performance

The technical performance of the Cable System shall meet or exceed all applicable federal (including, but not limited to, the FCC), State and local technical standards, as they may be amended from time to time, regardless of the transmission technology utilized. The City shall have the full authority permitted by Applicable Law to enforce compliance with these technical standards.

11.6 Cable System Performance Testing

(A) Grantee shall, at Grantee's expense, perform the following tests on its Cable System:

(1) All tests required by the FCC;

(2) All other tests reasonably necessary to determine compliance with technical standards adopted by the FCC at any time during the term of this Franchise; and

(3) All other tests as otherwise specified in this Franchise.

(B) At a minimum, Grantee's tests shall include:

(1) Cumulative leakage index testing of any new construction;

(2) Semi-annual compliance and proof of performance tests in conformance

with generally accepted industry guidelines;

(3) Tests in response to Subscriber complaints;

(4) Periodic monitoring tests, at intervals not to exceed six (6) months, of Subscriber (field) test points, the Headend, and the condition of standby power supplies; and

(5) Cumulative leakage index tests, at least annually, designed to ensure that one hundred percent (100%) of Grantee's Cable System has been ground or air tested for signal leakage in accordance with FCC standards.

(C) Grantee shall maintain written records of all results of its Cable System tests, performed by or for Grantee. Copies of such test results will be provided to the City upon reasonable request.

(D) If the FCC no longer requires proof of performance tests for Grantee's Cable System during the term of this Franchise, Grantee agrees that it shall continue to conduct proof of performance tests on the Cable System in accordance with the standards that were in place on the Effective Date, or any generally applicable standards later adopted, at least once a year, and provide written results of such tests to the City upon request.

(E) The FCC semi-annual testing is conducted in January/February and July/August of each year. If the City contacts Grantee prior to the next test period (*i.e.*, before December 15 and June 15 respectively of each year), Grantee shall provide City with no less than seven (7) days prior written notice of the actual date(s) for FCC compliance testing. If City notifies Grantee by the December 15th and June 15th dates that it wishes to have a representative present during the next test(s), Grantee shall cooperate in scheduling its testing so that the representative can be present. Notwithstanding the above, all technical performance tests may be witnessed by representatives of the City.

(F) Grantee shall be required to promptly take such corrective measures as are necessary to correct any performance deficiencies fully and to prevent their recurrence as far as possible. Grantee's failure to correct deficiencies identified through this testing process shall be a material violation of this Franchise. Sites shall be re-tested following correction.

11.7 Additional Tests

Where there exists other evidence which in the judgment of the City casts doubt upon the reliability or technical quality of Cable Service, the City shall have the right and authority to require Grantee to test, analyze and report on the performance of the Cable System. Grantee shall fully cooperate with the City in performing such testing and shall prepare the results and a report, if requested, within thirty (30) days after testing. Such report shall include the following information:

(A) the nature of the complaint or problem which precipitated the special tests;

(B) the Cable System component tested;

(C) the equipment used and procedures employed in testing;

(D) the method, if any, in which such complaint or problem was resolved; and

(E) any other information pertinent to said tests and analysis which may be required.

SECTION 12. SERVICE AVAILABILITY, INTERCONNECTION AND SERVICE TO SCHOOLS AND PUBLIC BUILDINGS

12.1 Service Availability

(A) In General. Except as otherwise provided in herein, Grantee shall provide Cable Service within seven (7) days of a request by any Person within the City. For purposes of this Section, a request shall be deemed made on the date of signing a service agreement, receipt of funds by Grantee, receipt of a written request by Grantee or receipt by Grantee of a verified verbal request. Except as otherwise provided herein, Grantee shall provide such service:

(1) With no line extension charge except as specifically authorized elsewhere in this Franchise Agreement.

(2) At a non-discriminatory installation charge for a standard installation, consisting of a 125 foot drop connecting to an inside wall for Residential Subscribers, with additional charges for non standard installations computed according to a non discriminatory methodology for such installations, adopted by Grantee and provided in writing to the City;

(3) At non discriminatory monthly rates for Residential Subscribers.

(B) Service to Multiple Dwelling Units. Consistent with this Section 12.1, the Grantee shall offer the individual units of a Multiple Dwelling Unit all Cable Services offered to other Dwelling Units in the City and shall individually wire units upon request of the property owner or renter who has been given written authorization by the owner; provided, however, that any such offering is conditioned upon the Grantee having legal access to said unit. The City acknowledges that the Grantee cannot control the dissemination of particular Cable Services beyond the point of demarcation at a Multiple Dwelling Unit.

(C) Customer Charges for Extensions of Service. Grantee agrees to extend its Cable System to all persons living in areas with a residential density of thirty-five (35) residences per mile of Cable System plant. If the residential density is less than thirty-five (35) residences per 5,280 cable-bearing strand feet of trunk or distribution cable, service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor and easements. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the

Grantee and customers in the area in which service may be expanded, the Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of residences per 5,280 cable-bearing strand feet of its trunk or distribution cable and whose denominator equals thirty-five (35). Customers who request service hereunder will bear the remainder of the construction and other costs on a pro rata basis. The Grantee may require that the payment of the capital contribution in aid of construction borne by such potential customers be paid in advance.

12.2 Connection of Public Facilities

Grantee shall, at no cost to the City, provide one outlet of Basic Service and Digital Starter Service to all City owned and occupied buildings, schools and public libraries located in areas where Grantee provides Cable Service, so long as these facilities are already served or are located within 150 feet of its Cable System. For purposes of this subsection, "school" means all State-accredited K-12 public and private schools. Such obligation to provide free Cable Service shall not extend to areas of City buildings where the Grantee would normally enter into a commercial contract to provide such Cable Service (*e.g.,* golf courses, airport restaurants and concourses, and recreation center work out facilities). Outlets of Basic and Digital Starter Service provided in accordance with this subsection may be used to distribute Cable Services throughout such buildings, provided such distribution can be accomplished without causing Cable System disruption and general technical standards are maintained. Such outlets may only be used for lawful purposes. The Cable Service provided shall not be distributed beyond the originally installed outlets without authorization from Grantee, which shall not be unreasonably withheld.

SECTION 13. FRANCHISE VIOLATIONS

13.1 Procedure for Remedying Franchise Violations

(A) If the City reasonably believes that Grantee has failed to perform any obligation under this Franchise or has failed to perform in a timely manner, the City shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged default. Grantee shall have thirty (30) days from the receipt of such notice to:

(1) respond to the City, contesting the City's assertion that a default has occurred, and requesting a meeting in accordance with subsection (B), below;

(2) cure the default; or,

(3) notify the City that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify the City in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the City may set a meeting in accordance with subsection (B) below to determine whether additional time beyond the thirty (30) days

specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable.

(B) If Grantee does not cure the alleged default within the cure period stated above, or by the projected completion date under subsection (A)(3), or denies the default and requests a meeting in accordance with (A)(1), or the City orders a meeting in accordance with subsection (A)(3), the City shall set a meeting to investigate said issues or the existence of the alleged default. The City shall notify Grantee of the meeting in writing and such meeting shall take place no less than thirty (30) days after Grantee's receipt of notice of the meeting. At the meeting, Grantee shall be provided an opportunity to be heard and to present evidence in its defense.

(C) If, after the meeting, the City determines that a default exists, the City shall order Grantee to correct or remedy the default or breach within fifteen (15) days or within such other reasonable time frame as the City shall determine. In the event Grantee does not cure within such time to the City's reasonable satisfaction, the City may:

(1) Withdraw an amount from the letter of credit as monetary damages;

(2) Recommend the revocation of this Franchise pursuant to the procedures in subsection 13.2; or,

(3) Recommend any other legal or equitable remedy available under this Franchise or any Applicable Law.

(D) The determination as to whether a violation of this Franchise has occurred shall be within the discretion of the City, provided that any such final determination may be subject to appeal to a court of competent jurisdiction under Applicable Law.

13.2 Revocation

(A) In addition to revocation in accordance with other provisions of this Franchise, the City may revoke this Franchise and rescind all rights and privileges associated with this Franchise in the following circumstances, each of which represents a material breach of this Franchise:

(1) If Grantee fails to perform any material obligation under this Franchise or under any other agreement, ordinance or document regarding the City and Grantee;

(2) If Grantee willfully fails for more than forty-eight (48) hours to provide continuous and uninterrupted Cable Service*;*

(3) If Grantee attempts to evade any material provision of this Franchise or to practice any fraud or deceit upon the City or Subscribers; or

(4) If Grantee becomes insolvent, or if there is an assignment for the benefit of Grantee's creditors;

(5) If Grantee makes a material misrepresentation of fact in the application for or negotiation of this Franchise.

(B) Following the procedures set forth in subsection 13.1 and prior to forfeiture or termination of the Franchise, the City shall give written notice to the Grantee of its intent to revoke the Franchise and set a date for a revocation proceeding. The notice shall set forth the exact nature of the noncompliance.

(C) Any proceeding under the paragraph above shall be conducted by the City Council and open to the public. Grantee shall be afforded at least forty-five (45) days prior written notice of such proceeding.

(1) At such proceeding, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce evidence, and to question witnesses. A complete verbatim record and transcript shall be made of such proceeding and the cost shall be shared equally between the parties. The City Council shall hear any Persons interested in the revocation, and shall allow Grantee, in particular, an opportunity to state its position on the matter.

(2) Within ninety (90) days after the hearing, the City Council shall determine whether to revoke the Franchise and declare that the Franchise is revoked and the letter of credit forfeited; or if the breach at issue is capable of being cured by Grantee, direct Grantee to take appropriate remedial action within the time and in the manner and on the terms and conditions that the City Council determines are reasonable under the circumstances. If the City determines that the Franchise is to be revoked, the City shall set forth the reasons for such a decision and shall transmit a copy of the decision to the Grantee. Grantee shall be bound by the City's decision to revoke the Franchise unless it appeals the decision to a court of competent jurisdiction within fifteen (15) days of the date of the decision.

(3) Grantee shall be entitled to such relief as the Court may deem appropriate.

(4) The City Council may at its sole discretion take any lawful action which it deems appropriate to enforce the City's rights under the Franchise in lieu of revocation of the Franchise.

13.3 Procedures in the Event of Termination or Revocation

(A) If this Franchise expires without renewal after completion of all processes available under this Franchise and federal law or is otherwise lawfully terminated or revoked, the City may, subject to Applicable Law:

(1) Allow Grantee to maintain and operate its Cable System on a month-to-month basis or short-term extension of this Franchise for not less than six (6) months, unless a sale of the Cable System can be closed sooner or Grantee demonstrates to the City's satisfaction that it needs additional time to complete the sale; or

(2) Purchase Grantee's Cable System in accordance with the procedures set forth in subsection 13.4, below.

(B) In the event that a sale has not been completed in accordance with subsections (A)(1) and/or (A)(2) above, the City may order the removal of the above-ground Cable System facilities and such underground facilities from the City at Grantee's sole expense within a reasonable period of time as determined by the City. In removing its plant, structures and equipment, Grantee shall refill, at is own expense, any excavation that is made by it and shall leave all Rights-of-Way, public places and private property in as good condition as that prevailing prior to Grantee's removal of its equipment without affecting the electrical or telephone cable wires or attachments. The indemnification and insurance provisions and the letter of credit shall remain in full force and effect during the period of removal, and Grantee shall not be entitled to, and agrees not to request, compensation of any sort therefore.

(C) If Grantee fails to complete any removal required by subsection 13.3 (B) to the City's satisfaction, after written notice to Grantee, the City may cause the work to be done and Grantee shall reimburse the City for the costs incurred within thirty (30) days after receipt of an itemized list of the costs, or the City may recover the costs through the letter of credit provided by Grantee.

(D) The City may seek legal and equitable relief to enforce the provisions of this Franchise.

13.4 Purchase of Cable System

(A) If at any time this Franchise is revoked, terminated, or not renewed upon expiration in accordance with the provisions of federal law, the City shall have the option to purchase the Cable System.

(B) The City may, at any time thereafter, offer in writing to purchase Grantee's Cable System. Grantee shall have thirty (30) days from receipt of a written offer from the City within which to accept or reject the offer.

(C) In any case where the City elects to purchase the Cable System, the purchase shall be closed within one hundred twenty (120) days of the date of the City's audit of a current profit and loss statement of Grantee. The City shall pay for the Cable System in cash or certified funds, and Grantee shall deliver appropriate bills of sale and other instruments of conveyance.

(D) For the purposes of this subsection, the price for the Cable System shall be determined as follows:

(1) In the case of the expiration of the Franchise without renewal, at fair market value determined on the basis of Grantee's Cable System valued as a going concern, but with no value allocated to the Franchise itself. In order to obtain the fair market value, this valuation shall be reduced by the amount of any lien, encumbrance, or other obligation of Grantee which the City would assume.

(2) In the case of revocation for cause, the equitable price of Grantee's Cable System.

13.5 Receivership and Foreclosure

(A) At the option of the City, subject to Applicable Law, this Franchise may be revoked one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

(1) The receivership or trusteeship is vacated within one hundred twenty (120) days of appointment; or

(2) The receivers or trustees have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Franchise, and have remedied all defaults under the Franchise. Additionally, the receivers or trustees shall have executed an agreement duly approved by the court having jurisdiction, by which the receivers or trustees assume and agree to be bound by each and every term, provision and limitation of this Franchise.

(B) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property and equipment of Grantee, the City may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Franchise shall be revoked thirty (30) days after service of such notice, unless:

(1) The City has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with the City to assume and be bound by all of the terms and conditions of this Franchise.

13.6 No Monetary Recourse Against the City

Grantee shall not have any monetary recourse against the City or its officers, officials, boards, commissions, agents or employees for any loss, costs, expenses or damages arising out of any provision or requirement of this Franchise or the enforcement thereof, in accordance with the provisions of applicable federal, State and local law. The rights of the City under this Franchise are in addition to, and shall not be read to limit, any immunities the City may enjoy under

federal, State or local law.

13.7 Alternative Remedies

No provision of this Franchise shall be deemed to bar the right of the City to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of the City to recover monetary damages for such violations by Grantee, or to seek and obtain judicial enforcement of Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

13.8 Assessment of Monetary Damages

(A) The City may assess against Grantee monetary damages (i) up to five hundred dollars ($500.00) per day for general construction delays, violations of PEG obligations or payment obligations, (ii) up to two hundred fifty dollars ($250.00) per day for any other material breaches, or (iii) up to one hundred dollars ($100.00) per day for defaults, and withdraw the assessment from the letter of credit or collect the assessment as specified in this Franchise. Damages pursuant to this Section shall accrue for a period not to exceed one hundred twenty (120) days per violation proceeding. To assess any amount from the letter of credit, City shall follow the procedures for withdrawals from the letter of credit set forth in the letter of credit and in this Franchise. Such damages shall accrue beginning thirty (30) days following Grantee's receipt of the notice required by subsection 13.1(A), or such later date if approved by the City in its sole discretion, but may not be assessed until after the procedures in subsection 13.1 have been completed.

(B) The assessment does not constitute a waiver by City of any other right or remedy it may have under the Franchise or Applicable Law, including its right to recover from Grantee any additional damages, losses, costs and expenses that are incurred by City by reason of the breach of this Franchise.

13.9 Effect of Abandonment

If the Grantee abandons its Cable System during the Franchise term, or fails to operate its Cable System in accordance with its duty to provide continuous service, the City, at its option, may operate the Cable System; designate another entity to operate the Cable System temporarily until the Grantee restores service under conditions acceptable to the City, or until the Franchise is revoked and a new franchisee is selected by the City; or obtain an injunction requiring the Grantee to continue operations. If the City is required to operate or designate another entity to operate the Cable System, the Grantee shall reimburse the City or its designee for all reasonable costs, expenses and damages incurred.

13.10 What Constitutes Abandonment

The City shall be entitled to exercise its options in subsection 13.9 if:

(A) The Grantee fails to provide Cable Service in accordance with this Franchise over a substantial portion of the Franchise Area for four (4) consecutive days, unless the City authorizes a longer interruption of service; or

(B) The Grantee, for any period, willfully and without cause refuses to provide Cable Service in accordance with this Franchise.

SECTION 14. FRANCHISE RENEWAL AND TRANSFER

14.1 Renewal

(A) The City and Grantee agree that any proceedings undertaken by the City that relate to the renewal of the Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or State law.

(B) In addition to the procedures set forth in said Section 626(a), the City agrees to notify Grantee of the completion of its assessments regarding the identification of future cable-related community needs and interests, as well as the past performance of Grantee under the then current Franchise term. Notwithstanding anything to the contrary set forth herein, Grantee and City agree that at any time during the term of the then current Franchise, while affording the public adequate notice and opportunity for comment, the City and Grantee may agree to undertake and finalize negotiations regarding renewal of the then current Franchise and the City may grant a renewal thereof. Grantee and City consider the terms set forth in this subsection to be consistent with the express provisions of Section 626 of the Cable Act.

14.2 Transfer of Ownership or Control

(A) The Cable System and this Franchise shall not be sold, assigned, transferred, leased or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger or consolidation; nor shall title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any Person or entity without the prior written consent of the City, which consent shall be by the City Council/Commission, acting by ordinance/resolution.

(B) The Grantee shall promptly notify the City of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Grantee. The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. Every change, transfer or acquisition of control of the Grantee shall make this Franchise subject to cancellation unless and until the City shall have consented in writing thereto.

(C) The parties to the sale or transfer shall make a written request to the City for its

approval of a sale or transfer and furnish all information required by law and the City.

(D) In seeking the City's consent to any change in ownership or control, the proposed transferee shall indicate whether it:

(1) Has ever been convicted or held liable for acts involving deceit including any violation of federal, State or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts;

(2) Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction;

(3) Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a cable system or a broadband system;

(4) Is financially solvent, by submitting financial data including financial statements that are audited by a certified public accountant who may also be an officer of the transferee, along with any other data that the City may reasonably require; and

(5) Has the financial, legal and technical capability to enable it to maintain and operate the Cable System for the remaining term of the Franchise.

(E) The City shall act by ordinance on the request within one hundred twenty (120) days of the request, provided it has received all information required by this Franchise and/or by Applicable Law. The City and the Grantee may by mutual agreement, at any time, extend the 120 day period. Subject to the foregoing, if the City fails to render a final decision on the request within one hundred twenty (120) days, such request shall be deemed granted unless the requesting party and the City agree to an extension of time.

(F) Within thirty (30) days of any transfer or sale, if approved or deemed granted by the City, Grantee shall file with the City a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee, and the transferee shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to Applicable Law. In the event of a change in control, in which the Grantee is not replaced by another entity, the Grantee will continue to be bound by all of the provisions of the Franchise, subject to Applicable Law, and will not be required to file an additional written acceptance.

(G) In reviewing a request for sale or transfer, the City may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist City in so inquiring. The City may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate, in accordance with Applicable Law.

(H) Notwithstanding anything to the contrary in this subsection, the prior approval of the City shall not be required for any sale, assignment or transfer of the Franchise or Cable

System to an entity controlling, controlled by or under the same common control as Grantee, provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by the City and must agree in writing to comply with all of the provisions of the Franchise. Further, Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of the City; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise.

SECTION 15. SEVERABILITY

If any Section, subsection, paragraph, term or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph, term or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

SECTION 16. MISCELLANEOUS PROVISIONS

16.1 Preferential or Discriminatory Practices Prohibited

NO DISCRIMINATION IN EMPLOYMENT. In connection with the performance of work under this Franchise, the Grantee agrees not to refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any Person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Grantee further agrees to insert the foregoing provision in all subcontracts hereunder. Throughout the term of this Franchise, Grantee shall fully comply with all equal employment or non-discrimination provisions and requirements of federal, State and local laws, and in particular, FCC rules and regulations relating thereto.

16.2 Notices

Throughout the term of the Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent overnight delivery postage prepaid to such respective address and such notices shall be effective upon the date of mailing. These addresses may be changed by the City or the Grantee by written notice at any time. At the Effective Date of this Franchise:

Grantee's address shall be:

Comcast of Colorado I, LLC
1899 Wynkoop St., Suite 550
Denver, CO 80202
Attn: Government Affairs

The City's address shall be:

City of Louisville
749 Main Street
Louisville, CO 80027
Attn: City Manager

16.3 Descriptive Headings

The headings and titles of the Sections and subsections of this Franchise are for reference purposes only, and shall not affect the meaning or interpretation of the text herein.

16.4 Publication Costs to be Borne by Grantee

Grantee shall reimburse the City for all costs incurred in publishing this Franchise, if such publication is required.

16.5 Binding Effect

This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

16.6 No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner which would indicate any such relationship with the other.

16.7 Waiver

The failure of the City at any time to require performance by the Grantee of any provision hereof shall in no way affect the right of the City hereafter to enforce the same. Nor shall the waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

16.8 Reasonableness of Consent or Approval

Whenever under this Franchise "reasonableness" is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards as well as business and economic considerations.

16.9 Entire Agreement

This Franchise and all Exhibits represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral

negotiations between the parties.

16.10 Jurisdiction

Venue for any judicial dispute between the City and Grantee arising under or out of this Franchise shall be in Boulder County District Court, Colorado, or in the United States District Court in Denver.

IN WITNESS WHEREOF, this Franchise is signed in the name of the City of Louisville, Colorado, this 5th day of June, 2015.

ATTEST:

Carol Hanson

Carol Hanson, Deputy City Clerk

CITY OF LOUISVILLE, COLORADO:

Robert P. Muckle

Mayor

CITY OF LOUISVILLE SEAL COLORADO

APPROVED AS TO FORM:

City Attorney

Accepted and approved this 22nd day of June, 2015.

ATTEST:

Laura Huffman

Public Notary

LAURA HUFFMAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144010926
COMMISSION EXPIRES MAR. 10, 2018

COMCAST OF COLORADO I, LLC

Name/Title: Timothy T. Nester
SVP - Finance and Accounting

EXHIBIT A:
CUSTOMER SERVICE STANDARDS

ORDINANCE NO. 1686
SERIES 2015

AN ORDINANCE ESTABLISHING CITY OF LOUISVILLE CABLE TELEVISION CUSTOMER SERVICE STANDARDS

WHEREAS, the City has recently completed negotiations for granting a franchise to a cable television operator and has adopted Ordinance No. 1685, Series 2015, approving a new cable franchise agreement; and

WHEREAS, in order to ensure the provision of quality customer service under such franchise agreement, as well as under other potential franchises, the City desires to adopt cable television customer service standards, as permitted by law; and

WHEREAS, the City Council continues to see the need for a comprehensive set of customer service standards to address such matters as the period of time within which cable service must be installed, the handling of customer complaints, the availability of customer service representatives, customer privacy, and other matters; and

WHEREAS, the customer service standards adopted herein are based upon existing standards which have been in use by the City since original adoption in 2006; and

WHEREAS, the City Council finds and determines that establishment of cable television customer service standards will aid in the handling of citizen complaints regarding the provision of cable television services in the City and desires to amend the Louisville Municipal Code to adopt the updated set of customer service standards set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. Chapter 5.22 of the Louisville Municipal Code is hereby repealed and reenacted to read as follows:

Chapter 5.22

CABLE TELEVISION CUSTOMER SERVICE STANDARDS

Sec. 5.22.010 Short title.
Sec. 5.22.020 Purpose.
Sec. 5.22.030 Policy for customer service standards.
Sec. 5.22.040 Definitions.
Sec. 5.22.050 Customer service.
Sec. 5.22.060 Complaint procedure.
Sec. 5.22.070 Miscellaneous.

Sec. 5.22.010. Short title.

The ordinance codified in this chapter shall be known as the Louisville cable television customer service standards ordinance.

Sec. 5.22.020 Purpose.

A. The purpose of the customer service standards (the "Standards") set forth in this chapter is to establish uniform requirements for the quality of service cable operators are expected to offer their customers in the metropolitan area. The Standards are subject to change from time to time.

B. The Franchising Authority encourages the Cable Operator to exceed these Standards in their day-to-day operations and as such, understands that the Cable Operator may modify their operations in exceeding these Standards.

C. The Standards incorporate the Customer Service Obligations published by the Federal Communications Commission (Section 76.309), April, 1993 and customer service standards of cable television service providers operating in the metro area.

D. The Standards require the cable operator to post a security fund or letter of credit ensuring Customer Service. The security fund is to be used when the cable company fails to respond to a citizen complaint that the franchising authority determines is valid, and to provide a mechanism by which to impose remedies for noncompliance. It is the sincere hope and intention of the Franchising Authority that the security fund will never need to be drawn upon; however, the Franchising Authority believes that some enforcement measures are necessary.

Sec. 5.22.030. Policy for customer service standards.

A. The Cable Operator should resolve citizen complaints without delay and interference from the Franchising Authority.

B. Where a given complaint is not addressed by the Cable Operator to the citizen's satisfaction, the Franchising Authority should intervene. In addition, where a pattern of unremedied complaints or noncompliance with the Standards is identified, the Franchising Authority should prescribe a cure and establish a reasonable deadline for implementation of the cure. If the noncompliance is not cured within established deadlines, monetary sanctions should be imposed to encourage compliance and deter future non-compliance.

C. These Standards are intended to be of general application, and are expected to be met under normal operating conditions; however, the Cable Operator shall be relieved of any obligations hereunder if it is unable to perform due to a region-wide natural emergency or in the event of force majeure affecting a significant portion of the franchise area. The Cable Operator is free to exceed these Standards to the benefit of its Customers and such shall be considered performance for the purposes of these Standards.

D. These Standards supercede any contradictory or inconsistent provision in federal, state or local law (Source: 47 U.S.C. § 552(a)(1) and (d)), provided, however, that any provision in federal, state or local law, or in any original franchise agreement or renewal agreement, that imposes a higher obligation or requirement than is imposed by these Standards, shall not be considered contradictory or inconsistent with these Standards. In the event of a conflict between these Standards and a Franchise Agreement, the Franchise Agreement shall control.

E. These Standards apply to the provision of any Cable Service, provided by a Cable Operator over a Cable System, within the City of Louisville.

Sec. 5.22.040. Definitions.

When used in these Customer Service Standards (the "Standards"), the following words, phrases, and terms shall have the meanings given below.

"Adoption" shall mean the process necessary to formally enact the Standards within the Franchising Authority's jurisdiction under applicable ordinances and laws.

"Affiliate" shall mean any person or entity that is owned or controlled by, or under common ownership or control with, a Cable Operator, and provides any Cable Service or Other Service.

"Applicable Law" means, with respect to these Standards and any Cable Operator's privacy policies, any statute, ordinance, judicial decision, executive order or regulation having the force and effect of law, that determines the legal standing of a case or issue.

"Cable Operator" shall mean any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such cable system, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System. Source: 47 U.S.C. § 522(5).

"Cable Service" shall mean (A) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. Source: 47 U.S.C. § 522(6). For purposes of this definition, "video programming" is programming provided by, or generally considered comparable to programming provided by a television broadcast station. Source: 47 U.S.C. § 522(20). "Other programming service" is information that a Cable Operator makes available to all subscribers generally. Source: 47 U.S.C. § 522(14).

"Cable System" shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the televisions signals of one or more television broadcast stations, or (B) a facility that serves subscribers without using any public right of way. Source: 47 U.S.C. § 522(7).

"City" shall mean the City of Louisville, Colorado.

"Colorado Communications and Utilities Alliance" or "CCUA" shall mean an association comprised primarily of local governmental subdivisions of the State of Colorado, or any successor entity. The CCUA may, on behalf of its members, be delegated the authority to review, investigate or otherwise take some related role in the administration and/or enforcement of any functions under these Standards.

"Contractor" shall mean a person or entity that agrees by contract to furnish materials or perform services for another at a specified consideration.

"Customer" shall mean any person who receives any Cable Service from a Cable Operator.

"Customer Service Representative" (or "CSR") shall mean any person employed with or under contract or subcontract to a Cable Operator to assist, or provide service to, customers, whether by telephone, writing service or installation orders, answering customers' questions in person, receiving and processing payments, or performing any other customer service-related tasks.

"Escalated complaint" shall mean a complaint that is referred to a Cable Operator by the Franchising Authority.

"Franchising Authority" shall mean the City.

"Necessary" shall mean required or indispensable.

"Non-cable-related purpose" shall mean any purpose that is not necessary to render or conduct a legitimate business activity related to a Cable Service or Other Service provided by a Cable Operator to a Customer. Market research, telemarketing, and other marketing of services or products that are not related to a Cable Service or Other Service provided by a Cable Operator to a Customer shall be considered Non-cable-related purposes.

"Normal business hours" shall mean those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include at least some evening hours one night per week, and include some weekend hours. Source: 47 C.F.R. § 76.309.

"Normal operating conditions" shall mean those service conditions which are within the control of a Cable Operator. Conditions which are not within the control of a Cable Operator include, but are not necessarily limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Conditions which are ordinarily within the control of a Cable Operator include, but are not necessarily limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods and maintenance or upgrade to the Cable System.

"Other Service(s)" shall mean any wire or radio communications service provided using any of the facilities of a Cable Operator that are used in the provision of Cable Service.

"Personally Identifiable Information" shall mean specific information about an identified Customer, including, but not be limited to, a Customer's (a) login information for the use of Cable Service and management of a Customer's Cable Service account, (b) extent of viewing of video programming or Other Services, (c) shopping choices, (d) interests and opinions, (e) energy uses, (f) medical information, (g) banking data or information, or (h) any other personal or private information. "Personally Identifiable Information" shall not mean any aggregate information about Customers which does not identify particular persons, or information gathered by a Cable Operator necessary to install, repair or service equipment or Cable System facilities at a Customer's premises.

"Service interruption" or "interruption" shall mean (i) the loss or substantial impairment of picture and/or sound on one or more cable television channels.

"Service outage" or "outage" shall mean a loss or substantial impairment in reception on all channels.

"Subcontractor" shall mean a person or entity that enters into a contract to perform part or all of the obligations of another's contract.

"Writing" or "written" as the term applies to notification shall include electronic communications.

Any terms not specifically defined in these Standards shall be given their ordinary meaning, or where otherwise defined in applicable federal law, such terms shall be interpreted consistent with those definitions.

Sec. 5.22.050. Customer Service.

A. Courtesy

Cable Operator employees, contractors and subcontractors shall be courteous, knowledgeable and helpful and shall provide effective and satisfactory service in all contacts with customers.

B. Accessibility

1. A Cable Operator shall provide customer service centers/business offices ("Service Centers") which are conveniently located, and which are open during Normal Business Hours. Service Centers shall be fully staffed with Customer Service Representatives offering the following services to Customers who come to the Service Center: bill payment, equipment exchange, processing of change of service requests, and response to Customer inquiries and request. During Normal Business Hours, a Cable Operator shall retain sufficient customer service representatives at the Service Center to ensure that customers' inquiries are answered by a customer service representative within a reasonable amount of time from the time a customer arrives at the Service Center.

Unless otherwise requested by the City, a Cable Operator shall post a sign at each Service Center, visible from the outside of the Service Center, advising Customers of its hours of operation and of the telephone number at which to contact the Cable Operator if the Service Center is not open at the times posted.

The Cable Operator shall use commercially reasonable efforts to implement and promote "self-help" tools and technology, in order to respond to the growing demand of Customers who wish to interact with the Cable Operator on the Customer's own terms and timeline and at their own convenience, without having to travel to a Service Center. Without limitation, examples of self-help tools or technology may include self-installation kits to Customers upon request; pre-paid mailers for the return of equipment upon Customer request; an automated phone option for Customer bill payments; and equipment exchanges at a Customer's residence in the event of damaged equipment. A Cable Operator shall provide free exchanges of faulty equipment at the customer's address if the equipment has not been damaged in any manner due to the fault or negligence of the customer.

2. A Cable Operator shall maintain local telephone access lines that shall be available twenty-four (24) hours a day, seven (7) days a week for service/repair requests and billing/service inquiries.

3. A Cable Operator shall have dispatchers and technicians on call twenty-four (24) hours a day, seven (7) days a week, including legal holidays.

4. If a customer service telephone call is answered with a recorded message providing the customer with various menu options to address the customer's concern, the recorded message must provide the customer the option to connect to and speak with a CSR within sixty (60) seconds of the commencement of the recording. During Normal Business Hours, a Cable Operator shall retain sufficient customer service representatives and telephone line capacity to ensure that telephone calls to technical service/repair and billing/service inquiry lines are answered by a customer service representative within thirty (30) seconds or less from the time a customer chooses a menu option to speak directly with a CSR or chooses a menu option that pursuant to the automated voice message, leads to a direct connection with a CSR. Under normal operating conditions, this thirty (30) second telephone answer time requirement standard shall be met no less than ninety (90) percent of the time measured quarterly.

5. Under normal operating conditions, a customer shall not receive a busy signal more than three percent (3%) of the time. This standard shall be met ninety (90) percent or more of the time, measured quarterly.

C. Responsiveness

1. Guaranteed Seven-Day Residential Installation

a. A Cable Operator shall complete all standard residential installations or modifications to service requested by customers within seven (7) business days after the order is placed, unless a later date for installation is requested. "Standard" residential installations are those located up

to one hundred twenty five (125) feet from the existing distribution system. If the customer requests a nonstandard residential installation, or the Cable Operator determines that a nonstandard residential installation is required, the Cable Operator shall provide the customer in advance with a total installation cost estimate and an estimated date of completion.

b. All underground cable drops to the home shall be buried at a depth of no less than twelve inches (12"), or such other depth as may be required by the Franchise Agreement or local code provisions, or if there are no applicable Franchise or code requirements, at such other depths as may be agreed to by the parties if other construction concerns preclude the twelve inch requirement , and within no more than one calendar week from the initial installation, or at a time mutually agreed upon between the Cable Operator and the customer.

2. Residential Installation and Service Appointments

a. The "appointment window" alternatives for specific installations, service calls, and/or other installation activities will be either a specific time, or at a maximum, a four (4) hour time block between the hours of 8:00 a.m. and 6:00 p.m., six (6) days per week. A Cable Operator may schedule service calls and other installation activities outside of the above days and hours for the express convenience of customers. For purposes of this subsection "appointment window" means the period of time in which the representative of the Cable Operator must arrive at the customer's location.

b. A Cable Operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment, unless the customer's issue has otherwise been resolved.

c. If a Cable Operator is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the Cable Operator shall take reasonable efforts to contact the customer promptly, but in no event later than the end of the appointment window. The appointment will be rescheduled, as necessary at a time that is convenient to the customer, within Normal Business Hours or as may be otherwise agreed to between the customer and Cable Operator.

d. A Cable Operator shall be deemed to have responded to a request for service under the provisions of this section when a technician arrives within the agreed upon time, and, if the customer is absent when the technician arrives, the technician leaves written notification of arrival and return time, and a copy of that notification is kept by the Cable Operator. In such circumstances, the Cable Operator shall contact the customer within forty-eight (48) hours.

e. If a Cable Operator did not respond to a request for service in accordance with this provision, then the Cable Operator shall provide, upon verification of the missed service appointment, a refund, credit (for example, as of the date of approval of these Standards, Comcast provides a $20 credit or a free premium channel for three (3) months for missed or out-of-time service responses) or rebate (the "Remedy") for the customer. The Cable Operator shall notify customers of the offered Remedy, in clear, concise written form provided to the customer either in a customer billing statement, in introductory materials, or in a separate mail, and shall

provide the information on Cable Operator's website in an easily accessible place. Customers shall be notified of any changes to the Remedy within 30 days of such change in the same manner. This provision does not limit any other remedy the City or a customer may have with regard to a Cable Operator's failure to respond to a request for service under this provision.

3. Residential Service Interruptions

a. In the event of system outages resulting from Cable Operator equipment failure, the Cable Operator shall correct such failure within 2 hours after the 3rd customer call is received.

b. All other service interruptions resulting from Cable Operator equipment failure shall be corrected by the Cable Operator by the end of the next calendar day.

c. Records of Service Interruptions and Outages. A Cable Operator shall maintain records of all outages and reported service interruptions. Such records shall indicate the type of cable service interrupted, including the reasons for the interruptions. A log of all service interruptions shall be maintained and provided to the Franchising Authority quarterly, upon written request, within fifteen (15) days after the end of each quarter. Such records shall be submitted to the Franchising Authority with the records identified in subsection 5.22.050.C.4.b if so requested in writing, and shall be retained by the Cable Operator for a period of three (3) years.

d. All service outages and interruptions for any cause beyond the control of the Cable Operator shall be corrected within thirty-six (36) hours, after the conditions beyond its control have been corrected.

4. Records of Complaints.

a. A Cable Operator shall keep an accurate and comprehensive file of any complaints regarding the cable system or its operation of the cable system, in a manner consistent with the privacy rights of customers, and the Cable Operator's actions in response to those complaints. These files shall remain available for viewing by the Franchising Authority during normal business hours at the Cable Operator's business office, and shall be retained by the Cable Operator for a period of at least three (3) years.

b. The Cable Operator shall provide the Franchising Authority an executive summary quarterly, which shall include information concerning customer complaints referred by the Franchising Authority to the Grantee and any other requirements of a Franchise Agreement but no personally identifiable information. These summaries shall be provided within fifteen (15) days after the end of each quarter. Once a request is made, it need not be repeated and quarterly executive summaries shall be provided by the Cable Operator until notified in writing by the Franchising Authority that such summaries are no longer required.

c. A summary of service requests, identifying the number and nature of the requests and their disposition, shall also be completed by the Cable Operator for each quarter and submitted to the Franchising Authority by the fifteenth (15th) day of the month after each

calendar quarter. Complaints shall be broken out by the nature of the complaint and the type of Cable service subject to the complaint.

5. TV Reception

a. A Cable Operator shall provide clear television reception that meets or exceeds technical standards established by the United States Federal Communications Commission (the "FCC"). A Cable Operator shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Scheduled interruptions shall be preceded by notice and shall occur during periods of minimum use of the system, preferably between midnight and six a.m. (6:00 a.m.).

b. If a customer experiences poor video or audio reception attributable to a Cable Operator's equipment, the Cable Operator shall:

i. Assess the problem within one (1) day of notification;

ii. Communicate with the customer regarding the nature of the problem and the expected time for repair;

iii. Complete the repair within two (2) days of assessing the problem unless circumstances exist that reasonably require additional time.

c. If an appointment is necessary to address any video or audio reception problem, the customer may choose a block of time described in subsection 5.22.050. At the customer's request, the Cable Operator shall repair the problem at a later time convenient to the customer, during Normal Business Hours or at such other time as may be agreed to by the customer and Cable Operator. A Cable Operator shall maintain periodic communications with a customer during the time period in which problem ascertainment and repair are ongoing, so that the customer is advised of the status of the Cable Operator's efforts to address the problem.

6. Problem Resolution

A Cable Operator's customer service representatives shall have the authority to provide credit for interrupted service, to waive fees, to schedule service appointments and to change billing cycles, where appropriate. Any difficulties that cannot be resolved by the customer service representative shall be referred to the appropriate supervisor who shall contact the customer within four (4) hours and resolve the problem within forty eight (48) hours or within such other time frame as is acceptable to the customer and the Cable Operator.

7. Billing, Credits, and Refunds

a. In addition to other options for payment of a customer's service bill, a Cable Operator shall make available a telephone payment option where a customer without account irregularities can enter payment information through an automated system, without the necessity of speaking to a CSR.

b. A Cable Operator shall allow at least thirty (30) days from the beginning date of the applicable service period for payment of a customer's service bill for that period. If a customer's service bill is not paid within that period of time the Cable Operator may apply an administrative fee to the customer's account. The administrative fee must reflect the average costs incurred by the Cable Operator in attempting to collect the past due payment in accordance with applicable law. If the customer's service bill is not paid within forty-five (45) days of the beginning date of the applicable service period, the Cable Operator may perform a "soft" disconnect of the customer's service. If a customer's service bill is not paid within fifty-two (52) days of the beginning date of the applicable service period, the Cable Operator may disconnect the customer's service, provided it has provided two (2) weeks notice to the customer that such disconnection may result.

c. The Cable Operator shall issue a credit or refund to a customer within 30 days after determining the customer's entitlement to a credit or refund.

d. Whenever the Cable Operator offers any promotional or specially priced service(s) its promotional materials shall clearly identify and explain the specific terms of the promotion, including but not limited to manner in which any payment credit will be applied.

e. Bills shall be clear, concise and understandable.

8. Treatment of Property

To the extent that a Franchise Agreement does not contain the following procedures for treatment of property, Operator shall comply with the procedures set forth in this Section.

a. A Cable Operator shall keep tree trimming to a minimum; trees and shrubs or other landscaping that are damaged by a Cable Operator, any employee or agent of a Cable Operator during installation or construction shall be restored to their prior condition or replaced within seven (7) days, unless seasonal conditions require a longer time, in which case such restoration or replacement shall be made within seven (7) days after conditions permit. Trees and shrubs on private property shall not be removed without the prior permission of the owner or legal tenant of the property on which they are located. This provision shall be in addition to, and shall not supersede, any requirement in any franchise agreement.

b. A Cable Operator shall, at its own cost and expense, and in a manner approved by the property owner and the Franchising Authority, restore any private property to as good condition as before the work causing such disturbance was initiated. A Cable Operator shall repair, replace or compensate a property owner for any damage resulting from the Cable Operator's installation, construction, service or repair activities. If compensation is requested by the customer for damage caused by any Cable Operator activity, the Cable Operator shall reimburse the property owner one hundred (100) percent of the actual cost of the damage.

c. Except in the case of an emergency involving public safety or service interruption to a large number of customers, a Cable Operator shall give reasonable notice to property owners or

legal tenants prior to entering upon private premises, and the notice shall specify the work to be performed; provided that in the case of construction operations such notice shall be delivered or provided at least twenty-four (24) hours prior to entry, unless such notice is waived by the customer. For purposes of this subsection, "reasonable notice" shall be considered:

i. For pedestal installation or similar major construction, seven (7) days.

ii. For routine maintenance, such as adding or dropping service, tree trimming and the like, reasonable notice given the circumstances. Unless a Franchise Agreement has a different requirement, reasonable notice shall require, at a minimum, prior notice to a property owner or tenant, before entry is made onto that person's property.

iii. For emergency work a Cable Operator shall attempt to contact the property owner or legal tenant in person, and shall leave a door hanger notice in the event personal contact is not made. Door hangars must describe the issue and provide contact information where the property owner or tenant can receive more information about the emergency work.

Nothing herein shall be construed as authorizing access or entry to private property, or any other property, where such right to access or entry is not otherwise provided by law.

d. Cable Operator personnel shall clean all areas surrounding any work site and ensure that all cable materials have been disposed of properly.

D. Services for Customers with Disabilities

1. For any customer with a disability, a Cable Operator shall deliver and pick up equipment at customers' homes at no charge unless the malfunction was caused by the actions of the customer. In the case of malfunctioning equipment, the technician shall provide replacement equipment, hook it up and ensure that it is working properly, and shall return the defective equipment to the Cable Operator.

2. A Cable Operator shall provide either TTY, TDD, TYY, VRS service or other similar service that are in compliance with the Americans With Disabilities Act and other applicable law, with trained operators who can provide every type of assistance rendered by the Cable Operator's customer service representatives for any hearing-impaired customer at no charge.

3. A Cable Operator shall provide free use of a remote control unit to mobility-impaired (if disabled, in accordance with subsection 5.22.050.D.4) customers.

4. Any customer with a disability may request the special services described above by providing a Cable Operator with a letter from the customer's physician stating the need, or by making the request to the Cable Operator's installer or service technician, where the need for the special services can be visually confirmed.

E. Cable Services Information

1. At any time a customer or prospective customer may request, a Cable Operator shall provide the following information, in clear, concise written form, easily accessible and located on Cable Operator's website (and in Spanish, when requested by the customer):

a. Products and services offered by the Cable Operator, including its channel lineup;

b. The Cable Operator's complete range of service options and the prices for these services;

c. The Cable Operator's billing, collection and disconnection policies;

d. Privacy rights of customers;

e. All applicable complaint procedures, including complaint forms and the telephone numbers and mailing addresses of the Cable Operator, and the FCC;

f. Use and availability of parental control/lock out device;

g. Special services for customers with disabilities;

h. Days, times of operation, and locations of the service centers;

2. At a Customer's request, a Cable Operator shall make available either a complete copy of these Standards and any other applicable customer service standards, or a summary of these Standards, in a format to be approved by CCUA and the Franchising Authority, which shall include at a minimum, the URL address of a website containing these Standards in their entirety; provided however, that if the CCUA or Franchising Authority does not maintain a website with a complete copy of these Standards, a Cable Operator shall be under no obligation to do so;

If acceptable to a customer, Cable Operator may fulfill customer requests for any of the information listed in this Section by making the requested information available electronically, such as on a website or by electronic mail.

3. Upon written request, a Cable Operator shall meet annually with the Franchising Authority to review the format of the Cable Operator's bills to customers. Whenever the Cable Operator makes substantial changes to its billing format, it will contact the Franchising Authority at least thirty (30) days prior to the time such changes are to be effective, in order to inform the Franchising Authority of such changes.

4. Copies of notices provided to the customer in accordance with subsection 5.22.050.E.5 shall be filed (by fax or email acceptable) concurrently with the Franchising Authority and the CCUA.

5. A Cable Operator shall provide customers with written notification of any change in rates for nondiscretionary cable services, and for service tier changes that result in a deletion of

programming from a customer's service tier, at least thirty (30) days before the effective date of change. For purposes of this section, "nondiscretionary" means the subscribed tier and any other Cable Services that a customer has subscribed to, at the time the change in rates are announced by the Cable Operator.

6. All officers, agents, and employees of the Cable Operator or its contractors or subcontractors who are in personal contact with customers and/or when working on public property, shall wear on their outer clothing identification cards bearing their name and photograph and identifying them as representatives of the Cable Operator. The Cable Operator shall account for all identification cards at all times. Every vehicle of the Cable Operator shall be clearly visually identified to the public as working for the Cable Operator. Whenever a Cable Operator work crew is in personal contact with customers or public employees, a supervisor must be able to communicate clearly with the customer or public employee. Every vehicle of a subcontractor or contractor shall be labeled with the name of the contractor and further identified as contracting or subcontracting for the Cable Operator.

7. Each CSR, technician or employee of the Cable Operator in each contact with a customer shall state the estimated cost of the service, repair, or installation orally prior to delivery of the service or before any work is performed, and shall provide the customer with an oral statement of the total charges before terminating the telephone call or before leaving the location at which the work was performed. A written estimate of the charges shall be provided to the customer before the actual work is performed.

F. Customer Privacy

1. Cable Customer Privacy. In addition to complying with the requirements in this subsection, a Cable Operator shall fully comply with all obligations under 47 U.S.C. Section 551.

2. Collection and Use of Personally Identifiable Information.

a. A Cable Operator shall not use the Cable System to collect, monitor or observe Personally Identifiable Information without the prior affirmative written or electronic consent of the Customer unless, and only to the extent that such information is: (i) used to detect unauthorized reception of cable communications, or (ii) necessary to render a Cable Service or Other Service provided by the Cable Operator to the Customer and as otherwise authorized by applicable law.

b. A Cable Operator shall take such actions as are necessary using then-current industry standard practices to prevent any Affiliate from using the facilities of the Cable Operator in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit an Affiliate unauthorized access to Personally Identifiable Information on equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by a Cable Operator) or on any of the facilities of the Cable Operator that are used in the provision of Cable Service. This subsection 5.22.050.F.2 shall not be interpreted to prohibit an Affiliate from obtaining access to Personally Identifiable Information to the extent otherwise permitted by this subsection.

c. A Cable Operator shall take such actions as are necessary using then-current industry standard practices to prevent a person or entity (other than an Affiliate) from using the facilities of the Cable Operator in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit such person or entity unauthorized access to Personally Identifiable Information on equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by a Cable Operator) or on any of the facilities of the Cable Operator that are used in the provision of Cable Service.

3. Disclosure of Personally Identifiable Information. A Cable Operator shall not disclose Personally Identifiable Information without the prior affirmative written or electronic consent of the Customer, unless otherwise authorized by applicable law.

a. A minimum of thirty (30) days prior to making any disclosure of Personally Identifiable Information of any Customer for any Non-Cable related purpose as provided in this subsection 5.22.050.F.3.a, where such Customer has not previously been provided the notice and choice provided for in subsection 5.22.050.F.9, the Cable Operator shall notify each Customer (that the Cable Operator intends to disclose information about) of the Customer's right to prohibit the disclosure of such information for Non-cable related purposes. The notice to Customers may reference the Customer to his or her options to state a preference for disclosure or non-disclosure of certain information, as provided in subsection 5.22.050.F.9.

b. A Cable Operator may disclose Personally Identifiable Information only to the extent that it is necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by the Cable Operator to the Customer.

c. To the extent authorized by applicable law, a Cable Operator may disclose Personally Identifiable Information pursuant to a subpoena, court order, warrant or other valid legal process authorizing such disclosure.

4. Access to Information. Any Personally Identifiable Information collected and maintained by a Cable Operator shall be made available for Customer examination within thirty (30) days of receiving a request by a Customer to examine such information about himself or herself at the local offices of the Cable Operator or other convenient place within the City designated by the Cable Operator, or electronically, such as over a website. Upon a reasonable showing by the Customer that such Personally Identifiable Information is inaccurate, a Cable Operator shall correct such information.

5. Privacy Notice to Customers

a. A Cable Operator shall annually mail or provide a separate, written or electronic copy of the privacy statement to Customers consistent with 47 U.S.C. Section 551(a)(1), and shall provide a Customer a copy of such statement at the time the Cable Operator enters into an agreement with the Customer to provide Cable Service. The written notice shall be in a clear and conspicuous format, which at a minimum, shall be in a comparable font size to other general

information provided to Customers about their account as it appears on either paper or electronic Customer communications.

b. In or accompanying the statement required by subsection 5.22.050.F.5.a, a Cable Operator shall state substantially the following message regarding the disclosure of Customer information: "Unless a Customer affirmatively consents electronically or in writing to the disclosure of personally identifiable information, any disclosure of personally identifiable information for purposes other than to the extent necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service, is limited to:

i. Disclosure pursuant to valid legal process authorized by applicable law.

ii. Disclosure of the name and address of a Customer subscribing to any general programming tiers of service and other categories of Cable Services provided by the Cable Operator that do not directly or indirectly disclose: (A) A Customer's extent of viewing of a Cable Service or Other Service provided by the Cable Operator; (B) The extent of any other use by a Customer of a Cable Service; (C) The nature of any transactions made by a Customer over the Cable System; or (D) The nature of programming or websites that a Customer subscribes to or views (i.e., a Cable Operator may only disclose the fact that a person subscribes to a general tier of service, or a package of channels with the same type of programming), provided that with respect to the nature of websites subscribed to or viewed, these are limited to websites accessed by a Customer in connection with programming available from their account for Cable Services."

The notice shall also inform the Customers of their right to prohibit the disclosure of their names and addresses in accordance with subsection 5.22.050.F.3.a. If a Customer exercises his or her right to prohibit the disclosure of name and address as provided in subsection 5.22.050.F.3.a or this subsection, such prohibition against disclosure shall remain in effect, unless and until the Customer subsequently changes their disclosure preferences as described in subsection 5.22.050.F.9.

6. Privacy Reporting Requirements. The Cable Operator shall include in its regular periodic reports to the Franchising Authority required by its Franchise Agreement information summarizing:

a. The type of Personally Identifiable Information that was actually collected or disclosed by Cable Operator during the reporting period;

b. For each type of Personally Identifiable Information collected or disclosed, a statement from an authorized representative of the Cable Operator certifying that the Personally Identifiable Information collected or disclosed was: (A) collected or disclosed to the extent Necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by the Cable Operator; (B) used to the extent Necessary to detect unauthorized reception of cable communications: (C) disclosed pursuant to valid legal process authorized by applicable law; or (D) a disclosure of Personally Identifiable Information of particular

subscribers, but only to the extent affirmatively consented to by such subscribers in writing or electronically, or as otherwise authorized by applicable law.

c. The standard industrial classification (SIC) codes or comparable identifiers pertaining to any entities to whom such Personally Identifiable Information was disclosed, except that a Cable Operator need not provide the name of any court or governmental entity to which such disclosure was made pursuant to valid legal process authorized by applicable law;

d. The general measures that have been taken to prevent the unauthorized access to Personally Identifiable Information by a person other than the Customer or the Cable Operator. A Cable Operator shall meet with Franchising Authority if requested to discuss technology used to prohibit unauthorized access to Personally Identifiable Information by any means.

7. Nothing in this subsection 5.22.050..F shall be construed to prevent the Franchising Authority from obtaining Personally Identifiable Information to the extent not prohibited by Section 631 of the Communications Act, 47 U.S.C. Section 551 and applicable laws.

8. Destruction of Personally Identifiable Information. A Cable Operator shall destroy any Personally Identifiable Information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information under subsection 5.22.050.F.4 of this chpater, pursuant to a court order or other valid legal process, or pursuant to applicable law.

9. Notice and Choice for Customers. The Cable Operator shall at all times make available to Customers one or more methods for Customers to use to prohibit or limit disclosures, or permit or release disclosures, as provided for in this subsection 5.22.050.F. These methods may include, for example, online website "preference center" features, automated toll-free telephone systems, live toll-free telephone interactions with customer service agents, in-person interactions with customer service personnel, regular mail methods such as a postage paid, self-addressed post card, an insert included with the Customer's monthly bill for Cable Service, the privacy notice specified in subsection 5.22.050.F.5, or such other comparable methods as may be provided by the Cable Operator. Website "preference center" features shall be easily identifiable and navigable by Customers, and shall be in a comparable size font as other billing information provided to Customers on a Cable Operator's website. A Customer who provides the Cable Operator with permission to disclose Personally Identifiable Information through any of the methods offered by a Cable Operator shall be provided follow-up notice, no less than annually, of the Customer's right to prohibit these disclosures and the options for the Customer to express his or her preference regarding disclosures. Such notice shall, at a minimum, be provided by an insert in the Cable Operator's bill (or other direct mail piece) to the Customer or a notice or message printed on the Cable Operator's bill to the Customer, and on the Cable Operator's website when a Customer logs in to view his or her Cable Service account options. The form of such notice shall also be provided on an annual basis to the Franchising Authority. These methods of notification to Customers may also include other comparable methods as submitted by the Cable Operator and approved by the Franchising Authority in its reasonable discretion.

G. Safety

A Cable Operator shall install and locate its facilities, cable system, and equipment in compliance with all federal, state, local, and company safety standards, and in such manner as shall not unduly interfere with or endanger persons or property. Whenever a Cable Operator receives notice that an unsafe condition exists with respect to its equipment, the Cable Operator shall investigate such condition immediately, and shall take such measures as are necessary to remove or eliminate any unsafe condition.

H. Cancellation of New Services

In the event that a new customer requests installation of Cable Service and is unsatisfied with their initial Cable Service, and provided that the customer so notifies the Cable Operator of their dissatisfaction within 30 days of initial installation, then such customer can request disconnection of Cable Service within 30 days of initial installation, and the Cable Operator shall provide a credit to the customer's account consistent with this Section. The customer will be required to return all equipment in good working order; provided such equipment is returned in such order, then the Cable Operator shall refund the monthly recurring fee for the new customer's first 30 days of Cable Service and any charges paid for installation. This provision does not apply to existing customers who request upgrades to their Cable Service, to discretionary Cable Service such as PPV or movies purchased and viewed On Demand, or to customer moves and/or transfers of Cable Service. The service credit shall be provided in the next billing cycle.

Sec. 5.22.060. Complaint Procedure.

A. Complaints to a Cable Operator

1. A Cable Operator shall establish written procedures for receiving, acting upon, and resolving customer complaints, and crediting customer accounts and shall have such procedures printed and disseminated at the Cable Operator's sole expense, consistent with subsection 5.22.050.E.1.e of these Standards.

2. Said written procedures shall prescribe a simple manner in which any customer may submit a complaint by telephone, in writing, or online, to a Cable Operator that it has violated any provision of these Customer Service Standards, any terms or conditions of the customer's contract with the Cable Operator, or reasonable business practices. If a representative of the Franchising Authority notifies the Cable Operator of a customer complaint that has not previously been made by the customer to the Cable Operator, the complaint shall be deemed to have been made by the customer as of the date of the Franchising Authority's notice to the Cable Operator.

3. At the conclusion of the Cable Operator's investigation of a customer complaint, but in no more than ten (10) calendar days after receiving the complaint, the Cable Operator shall notify the customer of the results of its investigation and its proposed action or credit.

4. A Cable Operator shall also notify the customer of the customer's right to file a complaint with the Franchising Authority in the event the customer is dissatisfied with the Cable Operator's decision, and shall thoroughly explain the necessary procedures for filing such complaint with the Franchising Authority.

5. A Cable Operator shall immediately report all customer Escalated complaints that it does not find valid to the Franchising Authority.

6. A Cable Operator's complaint procedures shall be filed with the Franchising Authority prior to implementation.

B. Complaints to the Franchising Authority

1. Any customer who is dissatisfied with any proposed decision of the Cable Operator or who has not received a decision within the time period set forth below shall be entitled to have the complaint reviewed by the Franchising Authority.

2. The customer may initiate the review either by calling the Franchising Authority or by filing a written complaint together with the Cable Operator's written decision, if any, with the Franchising Authority.

3. The customer shall make such filing and notification within twenty (20) days of receipt of the Cable Operator's decision or, if no decision has been provided, within thirty (30) days after filing the original complaint with the Cable Operator.

4. If the Franchising Authority decides that further evidence is warranted, the Franchising Authority shall require the Cable Operator and the customer to submit, within ten (10) days of notice thereof, a written statement of the facts and arguments in support of their respective positions.

5. The Cable Operator and the customer shall produce any additional evidence, including any reports from the Cable Operator, which the Franchising Authority may deem necessary to an understanding and determination of the complaint.

6. The Franchising Authority shall issue a determination within fifteen (15) days of receiving the customer complaint, or after examining the materials submitted, setting forth its basis for the determination.

7. The Franchising Authority may extend these time limits for reasonable cause and may intercede and attempt to negotiate an informal resolution.

C. Security Fund or Letter of Credit

A Cable operator shall comply with any Franchise Agreement regarding Letters of Credit. If a Franchise Agreement is silent on Letter of Credit the following shall apply:

1. Within thirty (30) days of the written notification to a Cable Operator by the Franchising Authority that an alleged Franchise violation exists, a Cable Operator shall deposit with an escrow agent approved by the Franchising Authority fifty thousand dollars ($50,000) or, in the sole discretion of the Franchising Authority, such lesser amount as the Franchising Authority deems reasonable to protect subscribers within its jurisdiction. Alternatively, at the Cable Operator's discretion, it may provide to the Franchising Authority an irrevocable letter of credit in the same amount.

The escrowed funds or letter of credit shall constitute the "Security Fund" for ensuring compliance with these Standards for the benefit of the Franchising Authority. The escrowed funds or letter of credit shall be maintained by a Cable Operator at the amount initially required, even if amounts are withdrawn pursuant to any provision of these Standards, until any claims related to the alleged Franchise violation(s) are paid in full.

2. The Franchising Authority may require the Cable Operator to increase the amount of the Security Fund, if it finds that new risk factors exist which necessitate such an increase.

3. The Security Fund shall serve as security for the payment of any penalties, fees, charges or credits as provided for herein and for the performance by a Cable Operator of all its obligations under these Customer Service Standards.

4. The rights reserved to the Franchising Authority with respect to the Security Fund are in addition to all other rights of the Franchising Authority, whether reserved by any applicable franchise agreement or authorized by law, and no action, proceeding or exercise of a right with respect to same shall in any way affect, or diminish, any other right the Franchising Authority may otherwise have.

D. Verification of Compliance

A Cable Operator shall establish its compliance with any or all of the standards required through annual reports that demonstrate said compliance, or as requested by the Franchising Authority.

E. Procedure for Remedying Violations

1. If the Franchising Authority has reason to believe that a Cable Operator has failed to comply with any of these Standards, or has failed to perform in a timely manner, the Franchising Authority may pursue the procedures in its Franchise Agreement to address violations of these Standards in a like manner as other franchise violations are considered.

2. Following the procedures set forth in any Franchise Agreement governing the manner to address alleged Franchise violations, if the Franchising Authority determines in its sole discretion that the noncompliance has been substantiated, in addition to any remedies that may be provided in the Franchise Agreement, the Franchising Authority may:

a. Impose assessments of up to one thousand dollars ($1,000.00) per day, to be withdrawn from the Security Fund in addition to any franchise fee until the non-compliance is remedied; and/or

b. Order such rebates and credits to affected customers as in its sole discretion it deems reasonable and appropriate for degraded or unsatisfactory services that constituted noncompliance with these Standards; and/or

c. Reverse any decision of the Cable Operator in the matter and/or

d. Grant a specific solution as determined by the Franchising Authority; and/or

e. Except for in emergency situations, withhold licenses and permits for work by the Cable Operator or its subcontractors in accordance with applicable law.

Sec. 5.22.070 Miscellaneous.

A. Severability

Should any section, subsection, paragraph, term, or provision of these Standards be determined to be illegal, invalid, or unconstitutional by any court or agency of competent jurisdiction with regard thereto, such determination shall have no effect on the validity of any other section, subsection, paragraph, term, or provision of these Standards, each of the latter of which shall remain in full force and effect.

B. Non-Waiver

Failure to enforce any provision of these Standards shall not operate as a waiver of the obligations or responsibilities of a Cable Operator under said provision, or any other provision of these Standards.

Section 2. If any portion of this ordinance is held to be invalid for any reason, such decisions shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 3. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this 7th day of April, 2015.

Robert P. Muckle, Mayor

ATTEST:

Nancy Varra, City Clerk

APPROVED AS TO FORM:

Light Kelly, P.C.
City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this 5th day of May, 2015.

Robert P. Muckle, Mayor

ATTEST:

Nancy Varra, City Clerk

EXHIBIT B-1

Report Form

Comcast
Quarterly Executive Summary – Escalated Complaints
Section 7.6 (B) of our Franchise Agreement
Quarter Ending _____, Year
CITY OF LOUISVILLE

Type of Complaint	Number of Escalated Complaints
Accessibility	0
Billing, Credit and Refunds	0
Courtesy	0
Drop Bury	0
Installation	0
Notices/Easement Issues (Non-Rebuild)	0
Pedestal	0
Problem Resolution	0
Programming	0
Property Damage (Non-Rebuild)	0
Rates	0
Rebuild/Upgrade Damage	0
Rebuild/Upgrade Notices/Easement Issues	0
Reception/Signal Quality	0
Safety	0
Service and Install Appointments	0
Service Interruptions	0
Serviceability	0
TOTAL	**0**

Compliments	

Exhibit B-2
Service Call Request Report Template

SERVICE CALL REQUESTS	Quarter Ending

Service Problem by Category:

Headend

Includes:

- Program Supplier (Fault of Programmer)
- Equipment (All Non-Digital Headend Equipment From Antenna To Headend Output, Excluding Any Fiber Equipment)
- Electrical Service Failure
- Headend In The Sky Related
- Digital Headend
- Comcast Internet Related (Headend Equipment Only, Plant Excluded)
- High Speed Data Headend (Plant Excluded)
- Comcast Local Network Services Provisioned Switch
- Host Digital Terminal Problem
- Navigator (Programming Not Matching Guide on Digital Cable Terminal)

Cut or Malfunctioning Fiber Plant

Includes:

- Optical Transmitter, Optical Receiver And Optical Connector
- Fiber Cable

Cut or Malfunctioning Coaxial Plant

Includes:

- Power Supply And Power Pack
- Trunk Amplifiers And Distribution Amplifiers
- Node
- Underground And Aerial Coaxial Cable
- Distribution Connectors And Distribution DC/Splitters
- Fuse
- Commercial Power
- Taps
- Power Inserter
- Amplifier Levels
- Hardware (Strand, Lashing Wire, 3-Bolt Clamp, Pedestal, Etc.)
- Cut, Damaged Or Vandalized Coaxial Cable

Bad or Cut House Drop

Includes:

- Vandalized Drop
- Repair Or Replace Underground Cable
- Repair Or Replace Aerial Cable
- Connector-Drop Out
- Bonding (Includes bonding block, bond wire and bond connector)
- DC/Splitter-Drop Out

Hardware-Drop (P-Hook, Q-Clamp, Etc.)

Converter, Addressable

Includes:

Addressable Converter And Addressable Remote

Addressable Converter Needs To Be Re-Authorized

Converter, Non-Addressable

Includes:

Non-Addressable Converter And Non-Addressable Remote

Inside Wiring

Includes:

Cable Drop Inside House

Connector-Drop In (Inside Drop)

Passives (Includes A/B Switches, Splitters, DC's, etc. Found Inside Home)

Wireless Phone Jack

Repair or Replace Digital Cable Terminal Telephone Line Return Path

Customer Equipment

Includes:

Includes Customer Owned TV, VCR, Telephone, Computer, House Amplifier, Converter, DMX, Remotes, Ingenious Modem, SEGA, Stereo, Etc.

Total Service Call Requests: **0**

Frequently Asked Questions about Cable Franchising

What is a Cable Franchise?
In order to provide their services, cable companies have to use the public rights-of-way (ROW) to install their cable equipment and facilities throughout the city. A cable franchise is the formal agreement between the City and a cable provider outlining the terms and conditions under which it can use the public ROW. The franchise imposes various obligations on the cable company including compensating the City for use of the ROW, protecting the rights and interests of Louisville residents and cable subscribers, and providing certain public benefits.

Comcast's Franchise with City of Louisville:
Comcast, the nation's largest cable television provider, is currently the primary source of cable television services in Louisville. They currently operate in Louisville under a non-exclusive franchise agreement effective since June 2015. The agreement allows Comcast to use the City's ROW in return for the payment of certain rental fees - known as franchise fees - and other benefits for Louisville and its residents.

What is a Non-Exclusive Franchise Agreement
Should another cable provider want to offer cable service in Louisville the City would offer that company the same franchise opportunity that Comcast now has. To date, no other service providers have asked for a franchise.

Length of Cable Franchise Agreements
Comcast's current franchise is for a term of ten years, and expires in June 2025. The next franchise is proposed to be for a term of 10 years.

How Renewal Works:
The franchise renewal process is governed by federal law (Section 626 of Cable Act, 47 CFR 546). It occurs over the six months to one year before a franchise expires. This period is designed to provide the City with sufficient time to:

- Evaluate the extent to which Comcast has complied with its legal and franchise obligations during the term of the franchise;
- Determine the future cable-related needs and interests its residents (called “ascertainment”); and
- Negotiate with Comcast on the conditions of any renewed franchise agreement, including cable-related benefits to help meet the needs identified during the ascertainment process.

What City Negotiators CAN and CAN’T do:
The City can negotiate specific issues in the franchise. Those issues include Programming Categories; Public Access, Education, and Government Channels; Customer Service; and Franchise Fees and other issues.

There are limitations on the City’s ability to negotiate certain franchise terms as a result of federal and state laws. Unfortunately, these limitations prevent the City from

addressing rates, broadband and phone service, channel placement, and a la carte options.

Limitations and restrictions in local governments' ability to regulate cable/video services, including rates regulation, arise from the Cable Communications Act of 1984, 47 U.S.C. §§ 521 – 573, specifically 47 U.S.C. §§ 541- 549. The Cable Act was amended by the Cable Television Consumer Protection and Competition Act of 1992 and Telecommunications Act of 1996, which represented the first major overhaul of US telecommunication policy since the Communications Act of 1934. The Federal Communications Commission (FCC) has the authority to set rules for local cable franchising. Those regulations implementing the Cable Act can be found in Part 76 of Title 47 Code of Federal Regulations.

Limitations and restrictions on local governments' ability to regulate broadband and other communication services offered over systems laid in the public rights of way are a result of state law. In 2005, the Colorado General Assembly passed Senate Bill 152, codified at C.R.S. § 29-27-101, et seq. ("SB 152"). SB 152 placed certain limitations on a local government's ability to deploy and operate advanced communications networks. Essentially, local governments are prohibited from investing in these networks, even in the case of public private partnerships where the service and all of the customer interaction is through a private sector partner, unless the municipality first obtains approval of the local electorate.

Local and national government organizations have been working to challenge these limitations and to preserve local authority to regulate facilities on the public rights-of-way. Concerned citizens who would like to see a change in these laws should contact their state and federal elected officials to discuss these important issues.