City of Louisville
COLORADO • SINCE 1878

City Council

Agenda

Tuesday, July 22, 2025
Council Chambers
749 Main Street
5:00 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. EXECUTIVE SESSION – PENDING LITIGATION (Louisville Charter, Section 5-2(d) and C.R.S. 24-6-402(4)(b)) – The City Attorney is Requesting the City Council Convene an Executive Session for the Purpose of Consultation with Respect to Pending Litigation.

- **Request for Executive Session**
- **City Clerk Statement**
- **City Attorney Statement of Authority**
- **City Council Action on Motion for Executive Session**

Citizen Information

If you wish to speak at the City Council meeting in person, please fill out a sign-up card and present it to the City Clerk at the meeting; if you are attending remotely, please use the "raise hand" icon to show you wish to speak in public comments.

Persons planning to attend the meeting who need sign language interpretation, translation services, assisted listening systems, Braille, taped material, or special transportation, should contact the City Clerk's Office (303.335.4574) or ClerksOffice@LouisvilleCO.gov. A forty-eight-hour notice is requested.

Si requiere una copia en español de esta publicación o necesita un intérprete durante la reunión del Consejo, por favor llame a la Ciudad al 303.335.4574 o email ClerksOffice@LouisvilleCO.gov.

- **Council Convenes Executive Session**
- **Council Reconvenes in Open Meeting**

4. REPORT – DISCUSSION / DIRECTION / ACTION

THE FOLLOWING MEETING ITEMS WILL START NO EARLIER THAN 6 PM

5. APPROVAL OF AGENDA

6. 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.

7. 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. Resolution No. 48, Series 2025 – A Resolution Approving an Intergovernmental Agreement By and Between the City of Louisville and the Boulder County Clerk and Recorder for the Conduct and Administration of the 2025 Coordinated Election to be Hold November 4, 2025

B. Resolution No. 49, Series 2025 – A Resolution Approving the Agreement with Terpstra Roofing for Police Department / Municipal Court Building Roof Replacement

8. COUNCIL INFORMATIONAL COMMENTS AND COMMITTEE REPORTS

9. CITY MANAGER'S REPORT

10. REGULAR BUSINESS

A. ORDINANCE NO. 1898, SERIES 2025 – AN ORDINANCE APPROVING THE GRANT OF A CABLE FRANCHISE TO COMCAST OF CALIFORNIA / COLORADO / FLORIDA / OREGON, INC., AND APPROVING A CABLE FRANCHISE AGREEMENT BETWEEN COMCAST OF CALIFORNIA / COLORADO / FLORIDA / OREGON, INC. AND THE CITY OF

LOUISVILLE, COLORADO – 2ND READING PUBLIC HEARING (advertised City of Louisville Website 07/14/2025)

- Mayor Opens the Public Hearing
- Staff Presentation
- Applicant Presentation (if applicable)
- Public Comments (Please limit to three minutes each)
- Council Questions
- Public Comments (Please limit to three minutes each)
- Council Discussion
- Mayor Closes the Public Hearing
- Action

B. CONCEPT PLAN REVIEW – 1155 PINE STREET

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

C. ORDINANCE NO. 1900, SERIES 2025 – AN ORDINANCE AMENDING TITLE 13 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING WATER AND SEWER CONNECTIONS AND TAP FEES – 1ST READING, SET PUBLIC HEARING

- Introduction
- Staff Presentation
- Action-Set Public Hearing

D. RESOLUTION NO. 50, SERIES 2025 – A RESOLUTION AUTHORIZING THE PURCHASE OF SODIUM HYPOCHLORITE GENERATOR EMERGENCY REPAIR PARTS

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

11. CITY ATTORNEY'S REPORT

12. IDENTIFICATION OF FUTURE AGENDA ITEMS

13. ADJOURN

ITEMS TENTATIVELY SCHEDULED FOR REGULAR MEETING 08/05/2025

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

- Italian American Month Proclamation
- Parking Minimums – continued from 7/8
- Washington Ave. Speed Cushion Revisions Change Order
- E-Bike Speed Limits on Bikepaths and Trails – 2nd Reading
- Purchase Contract – property
- Generator Replacement
- Right of Way Designation

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 7A

SUBJECT: RESOLUTION NO. 48, SERIES 2025 – A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE AND THE BOULDER COUNTY CLERK AND RECORDER FOR THE CONDUCT AND ADMINISTRATION OF THE 2025 COORDINATED ELECTION TO BE HELD NOVEMBER 4, 2025

DATE: JULY 22, 2025

PREPARED BY: GENNY KLINE, INTERIM CITY CLERK

PRESENTED BY: GENNY KLINE, INTERIM CITY CLERK

SUMMARY:
The City will hold an election on November 4, 2025, for the purpose of electing three (3) councilmembers, one from each ward, as well as two possible ballot measures. The election is part of a coordinated election pursuant to the Uniform Election Code of 1992 (the “Code”) and the Rules and Regulations of the Colorado Secretary of State (the “Rules”). The election held on November 4, 2025, will be conducted as a coordinated mail ballot election.

Attached is an intergovernmental agreement (IGA) with Boulder County for the conduct and administration of the coordinated election and provides for the City’s contribution to the costs of County coordination of such election. The attached resolution authorizes the City Manager and the Interim City Clerk to negotiate and approve final non-substantive revisions to the IGA prior to signing.

BACKGROUND / PRIOR DISCUSSIONS:
Except for two special elections conducted by the City (Redtail Ridge Referendum and Ward II Recall), it has been the practice of the City to coordinate with Boulder County for the November elections.

DEVELOPMENT PROPOSAL:
n/a

ANALYSIS:
Coordinating with Boulder County ensures a predictable process for residents as well as a smaller financial burden for the City. The Interim Clerk has informed Boulder County of the potential for two ballot measures on the November ballot in addition to the three Council seats that are up for election.

2025 COUNCIL WORK PLAN:
Elections are a core service of the City. Coordinating with Boulder County Elections provides an inclusive, responsive, transparent, effective, and fiscally responsible option for conduction of the 2025 November election.

FISCAL IMPACT:
Budgeted?: **Yes**
The City has budgeted $25,000 for the 2025 election. The Boulder County Election Division will not provide an estimate for Louisville's portion of the election until ballot content is provided. In the event the two potential ballot measures are not able to be added to the November ballot, the City Clerk's Office will be requesting a budget amendment of $80,000 in the 2026 budget to conduct a special election.

ALTERNATIVE(S):
Should Council choose not to coordinate the November 2025 election with Boulder County, staff will be required to administer the municipal election. Staff estimates the cost of running an uncoordinated municipal election including ballot printing, postage, rental of voting machines, supplies, election judges and an election coordinator, to be approximately $80,000.

RECOMMENDATION:
Staff recommends approval of Resolution No. 48, Series 2025.

ATTACHMENT(S):
1. Resolution No. 48, Series 2025
2. Intergovernmental Agreement with Boulder County Clerk and Recorder for the Conduct and Administration of the 2025 Coordinated Election

RESOLUTION NO. 48
SERIES 2025

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE AND THE BOULDER COUNTY CLERK AND RECORDER FOR THE CONDUCT AND ADMINISTRATION OF THE 2025 COORDINATED ELECTION TO BE HELD NOVEMBER 4, 2025

WHEREAS, the City will hold a municipal election on November 4, 2025 as a mail ballot election coordinated by the Boulder County Clerk and Recorder pursuant to the Uniform Election Code of 1992, as amended; and

WHEREAS, the attached Intergovernmental Agreement By and Between the City of Louisville and the Boulder County Clerk and Recorder for the Conduct and Administration of the 2025 Coordinated Election to be held November 4, 2025 ("Intergovernmental Agreement") provides for the conduct and financing of such coordinated election;

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

Section 1. The proposed Intergovernmental Agreement, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

Section 2. The City Manager and Interim City Clerk are hereby authorized to execute the attached Intergovernmental Agreement on behalf of the City of Louisville, except that such persons are hereby further authorized to negotiate and approve such revisions to the Intergovernmental Agreement as are determined necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Intergovernmental Agreement are not altered.

Section 3. Pursuant to C.R.S. Section 31-10-102.7, the City will utilize the requirements and procedures of the Uniform Election Code of 1992, articles 1 to 13 of title 1, C.R.S., as amended, in lieu of the Colorado Municipal Election Code of 1965, article 10 of title 31, C.R.S., as amended, with respect to the special election to be held on November 5, 2024, and such election shall be conducted as part of the coordinated mail ballot election.

PASSED AND ADOPTED this 22nd day of July 2025

____
Christopher M. Leh, Mayor

ATTEST:

____
Genny Kline, Interim City Clerk

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE, COLORADO AND THE BOULDER COUNTY CLERK AND RECORDER FOR THE CONDUCT AND ADMINISTRATION OF THE 2025 COORDINATED ELECTION TO BE HELD NOVEMBER 4, 2025

This Intergovernmental Agreement for the Conduct and Administration of the 2025 Coordinated Election ("IGA") is made and entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the Boulder County Clerk and Recorder (the "County Clerk" or "Clerk") and the City of Louisville, CO (the "Jurisdiction") (together "the Parties").

1. RECITALS AND PURPOSES

1.1 The County Clerk and the Jurisdiction are each authorized to conduct elections as provided by law; and

1.2 The election to be held on November 4, 2025 (the "Election") shall be conducted as a mail ballot election as defined in the Uniform Election Code of 1992 ("the Code") and the Rules and Regulations of the Colorado Secretary of State ("the Rules"); and

1.3 Pursuant to § 1-7-116(2), Colorado Revised Statutes ("C.R.S."), the County Clerk and the Jurisdiction are required to enter into an agreement for the administration of their respective duties and sharing of the actual costs related to the Election; and

1.4 Section 20 of Article X of the Colorado Constitution ("TABOR") requires the production of a mailed notice ("TABOR Notice") concerning tax and liability ballot issues that will be submitted to the electors of Boulder County; and

1.5 The County Clerk and the Jurisdiction have determined that it is in the best interests of the Jurisdiction, and its inhabitants and landowners, to cooperate and contract for the Election upon the terms and conditions contained in this IGA; and

1.6 The purpose of this IGA is to allocate responsibilities between the County Clerk and the Jurisdiction for the preparation and conduct of the Election and provide for a reasonable sharing of the actual costs of the Election among the County Clerk and participating jurisdictions.

For and in consideration of the mutual covenants and promises in this IGA, the sufficiency of which is acknowledged, the Parties agree as follows:

2. GENERAL MATTERS

2.1 The County Clerk shall act as the chief designated election official in accordance with C.R.S. §1-1-110 and will be responsible for the administration of the Election as detailed in the Code and the Rules.

2.2 Boulder County Clerk and Recorder Molly Fitzpatrick will be the primary liaison and contact for the County Clerk. The Jurisdiction designates Genny Kline, Interim City Clerk, as its "Election Officer" who shall act as the primary liaison between the Jurisdiction and the County Clerk and who shall have primary responsibility for the management and performance of the Jurisdiction's obligations under this IGA. If the Code requires a "designated election official" within the Jurisdiction to perform tasks, the Election Officer shall act as such designated election official. Nothing in this IGA relieves the County Clerk or the Jurisdiction's Governing Board from their official responsibilities for the conduct of the Election.

2.3 ***Term.*** The term of this IGA shall be from the date of signing through December 31, 2025.

3. RESPONSIBILITIES OF THE COUNTY CLERK

3.1 ***Initial ballot layout.*** Upon receipt of the certified ballot text provided by the Jurisdiction pursuant to Section 4.2 below, the County Clerk will create the layout of the text of the ballot in a format that complies with the Code. The County Clerk will provide the Jurisdiction with a copy of the draft ballot for the Jurisdiction's review along with any instructions for modifications to the ballot layout and the time period within which the Jurisdiction must return the modified ballot to the County Clerk. If modifications are made by the Jurisdiction, the Clerk will review the changes upon receipt from the Jurisdiction of the modified ballot and notify the Jurisdiction that the ballot is approved or return the ballot for further modifications and time requirements.

3.1.5 ***Ballot text translation.*** Boulder County must provide a Spanish language ballot option to voters pursuant to C.R.S. § 1-5-901, et seq. Upon receipt of the certified ballot text provided by the Jurisdiction pursuant to Section 4.2 below, the County Clerk will have the ballot text translated into Spanish using a qualified translator as defined in C.R.S. § 1-5-903(4). Unless the Jurisdiction elects to translate its ballot content into Spanish as provided for in Section 4.2.5 below, the County Clerk will use the translated ballot text to prepare a sample ballot and provide an in-person Spanish language ballot option to voters pursuant to C.R.S. § 1-5-906 and § 1-5-907. The County Clerk will provide the Spanish translation of the ballot content to the Jurisdiction for its review, and the Jurisdiction must provide any changes to the translated ballot content to the County Clerk within 48 hours of receipt of the translated content and ensure proper translation of its ballot content.

3.2 ***Final ballot layout.*** Once the Jurisdiction has made all changes to the ballot layout as required by the County Clerk and the ballot is in final draft form, the Clerk will lay out the ballot text and submit it to the Jurisdiction for final review, proofreading, and approval. The Clerk is not responsible for ensuring that the final ballot text complies with the requirements of TABOR or any other constitutional or statutory requirement related to the text of ballot language.

3.3 ***Ballot printing and mailing.*** The County Clerk will contract with a vendor to prepare and print the ballots; prepare a mail ballot packet for each registered elector within the

Jurisdiction; address a mail ballot packet to each elector within the Jurisdiction; and mail the ballots between 22 days and 18 days before Election Day, or between October 10, 2025, and October 17, 2025.

3.4 ***Voter Service and Polling Centers.*** The County Clerk shall provide Voter Service and Polling Centers from October 27, 2025, through Election Day. The County Clerk will hire and train staff to operate Voter Service and Polling Centers in up to five locations across Boulder County (Boulder, Lafayette, Longmont, Front Range Community College – Longmont, and University of Colorado - Boulder).

3.5 ***Additional ballots.*** In addition to the mail ballots printed and mailed by the vendor as specified in subsection 3.3, the County Clerk will provide regular and provisional ballots to electors in the manner and method required by the Code.

3.6 ***Mail ballots.*** In cooperation with the vendor, the County Clerk will ensure that the mail ballot packets contain the materials required by the Code, including voter instructions; an inner verification/privacy return envelope; and the outer/mail envelope containing the appropriate postage, Official Election logo, and indicia for Return Service Requested.

3.7 ***Ballot security.*** The County Clerk will track inventory and provide security for all ballots as required by the Code.

3.8 ***Election Judges.*** The County Clerk will appoint, train, provide written materials to and pay a sufficient number of qualified election judges to receive and process the voted ballots.

3.9 ***TABOR Notice.*** If applicable, the County Clerk, through a vendor, will distribute to all Boulder County registered electors' households the printed TABOR Notice submitted by the Jurisdiction along with those of other participating jurisdictions. The County Clerk may determine the order of the TABOR Notice submitted by the Jurisdiction and those of other participating jurisdictions to be included in the TABOR Notice Package provided. However, the materials supplied by the Jurisdiction shall be kept together as a group and in the order supplied by the Jurisdiction. The cost for the printing and mailing of the TABOR Notice Package shall be shared on a prorated basis as further described in section 6 below. The Clerk is not responsible for ensuring that the TABOR Notice complies with the requirements of TABOR or any other constitutional or statutory requirement relating to notice.

3.10 ***Testing.*** The County Clerk will perform Logic and Accuracy Testing of the electronic vote counting equipment as required by the Code.

3.11 ***Election Support***. The County Clerk will provide support to the Election Officer via telephone, email or in person throughout the Election process and during all ballot-counting procedures for the Election.

3.12 ***Tally.*** The County Clerk will provide for the counting and tallying of ballots, including any recounts required by law. The Clerk will release initial election returns after 7:00

p.m. on the date of the Election. With the exception of Provisional Ballots, all ballots received by 7:00 p.m. on November 4, 2025, shall start to be counted the night of the Election and may extend past Election Day due to volume. The unofficial results will be published to the County website following the completion of the Election Day counting. The Clerk will count and tally valid cured and provisional ballots on or before 5:00 pm on November 14, 2025.

3.13 ***Certification of results.*** Jurisdictions shall be issued a certified statement of results by November 26, 2025.

4. RESPONSIBILITIES OF JURISDICTION

4.1 ***Boundaries of Jurisdiction.*** If any annexations to the Jurisdiction have occurred between January 1, 2025, and the date of the signing of this IGA, the Jurisdiction is responsible for informing the County Clerk in writing by the date of the signing of this IGA.

4.2 ***Ballot content and layout.*** No later than September 5, 2025, the Election Officer shall certify the ballot order and content for the Jurisdiction and deliver the certified ballot layout to the County Clerk. No content changes will be allowed after this date without the written approval of the Clerk or the Clerk's designee. The ballot layout shall be in a form acceptable to the Clerk. Ballot content layout shall not include any graphs, tables, charts, or diagrams. The ballot order and content shall include the names and office of each candidate for whom a petition has been filed with the Election Officer and any ballot issues or ballot questions the Jurisdiction has certified. The Jurisdiction shall be solely responsible for the accuracy of the information contained in the certificate and ballot content. The Jurisdiction shall make any modifications to the ballot layout requested by the County Clerk. The County Clerk will correct errors as specified in C.R.S. § 1-5-412 at the Jurisdiction's expense.

4.2.5. ***Translation of ballot content***. If the Jurisdiction prefers to translate its ballot content into Spanish rather than having the County Clerk translate the content, the Jurisdiction will use a qualified translator as defined in C.R.S. 1-5-903(4) to translate the ballot content into Spanish and will provide both the English and Spanish ballot content to the County Clerk no later than September 5, 2025. The Jurisdiction shall be solely responsible for the accuracy of the translated ballot content.

4.3 ***Audio for visually impaired.*** No later than the Jurisdiction's submission of the ballot layout to the County Clerk, the Jurisdiction shall confirm that each candidate has provided a clearly spoken recording of their name. This requirement aids the County Clerk in programming the audio component of the electromechanical voting equipment for the Election. The Jurisdiction shall timely make any modifications to the audio recording requested by the County Clerk.

4.4 ***TABOR Notice***. The Jurisdiction shall provide to the County Clerk all required TABOR Notices concerning ballot issue(s) in the manner required by Article X, Section 20 of the Colorado State Constitution on or before 4:00 pm on September 22, 2025. The submission will include the ballot title, text, and fiscal history or any other required wording for the TABOR Notice. The submission date will expedite print layout and review of the TABOR Notice.

4.5 ***Final layout***. The Jurisdiction shall timely make any modification to the ballot layout requested by the County Clerk. The Jurisdiction shall review and proofread and approve the layout, format, and text of the final draft form of the Jurisdiction's official ballot and, if applicable, TABOR Notice within 24 hours of the County Clerk providing the Jurisdiction with the copy to be proofed. The Jurisdiction shall return the final draft form ballot proofs on or before September 12, 2025.

4. ***Cancellation of Election by the Jurisdiction***. If the Jurisdiction resolves not to hold the election or to withdraw a ballot issue, the Jurisdiction shall immediately provide notice of such action to the County Clerk. Initial notice to the County Clerk may be informal. The Jurisdiction shall provide proof of the Jurisdiction's formal action canceling the election or withdrawing a ballot issue(s) as soon as practicable after the Jurisdiction's formal action. The Jurisdiction shall promptly pay the County Clerk the full actual costs relating to the Jurisdictions election, both before and after the County Clerk's receipt of such notice. The Jurisdiction shall provide notice by publication of such cancellation or withdrawal of ballot or question(s). The County Clerk shall post notice of the cancellation or withdrawal of ballot issue(s) or question(s) in the office of the County Clerk, and the Election Officer shall post notice of the cancellation at buildings of the Jurisdiction. The Jurisdiction shall not cancel the election after the 25th day prior to the Election as provided in C.R.S. § 1-5-208.

5. PROVISIONS UNIQUE TO SPECIAL DISTRICTS AND OTHER COORDINATING DISTRICTS

5.1 ***Boundaries of Jurisdiction.*** No later than the date this IGA is signed by the Jurisdiction, the Jurisdiction shall either confirm that the map of its boundaries provided to the County Clerk and County Assessor in January of 2025 is current and accurate or provide an accurate map. The Jurisdiction is responsible for ensuring that its boundaries are accurately defined in the Assessor's database because the County Clerk uses this database to identify eligible voters.

5.2 ***Multi-county special district jurisdictions.*** If the Jurisdiction's boundaries include areas outside of Boulder County, the County Clerk will communicate with the corresponding counties to create a master list of all property owner ballots issued in this jurisdiction.

5.3 ***Non-resident property owners entitled to vote.*** Where non-resident property owners may be entitled to vote in the Jurisdiction's election, the County will review a list of such property owners and identify those owners who may be entitled to vote in the Jurisdiction's election. The County will complete the review and create a list of potentially eligible non-resident property owners by September 17, 2025, or 48 days prior to Election Day. The County will send this list to the Jurisdiction for review and approval. Once this list has been approved by the Jurisdiction, the Clerk will send non-resident property owners on the final list a letter and self-affirmation to establish eligibility. See **Attachment A** – Non-Resident Property Owner

Letter (attached only if applicable). The Clerk will send mail ballots to the non-resident property owners who return to the Clerk the signed affirmation establishing their eligibility.

6. PAYMENT

6.1 ***Intent.*** This section addresses the reasonable sharing of the actual cost of the Election among the County Clerk and the political subdivisions participating in the Election.

6.2 ***Responsibility for costs.*** The Jurisdiction shall be responsible for its share of the costs of administration of the Election. The Jurisdiction shall not be responsible for sharing any portion of the usual costs of maintaining the office of the County Clerk, including but not limited to overhead costs and personal service costs of permanent employees, except for such costs that are shown to be directly attributable to conducting the Election on behalf of the Jurisdiction.

6.3 ***State Election Costs.*** The State of Colorado's share of the costs of conducting the Election shall be reimbursed as established by the Code, and the Jurisdiction shall not be responsible for any portion of the election costs attributable to the State.

6.4 ***Invoice.*** The Jurisdiction shall pay the County Clerk the Jurisdiction's share of the Clerk's costs and expenses in administering the Election within 30 days of receiving an invoice from the Clerk. If the invoice is not timely paid by the Jurisdiction, the Clerk may charge a late fee not to exceed 1% of the total invoice per month.

6.5 ***Cost Allocation.*** The County Clerk will determine the Jurisdiction's invoice amount by allocating to all participants in the ballot a share of the costs specific to the administration of the Election as provided by law. If the Jurisdiction is placing a ballot question that qualifies as a TABOR election, a portion of the TABOR Notice publication and mailing costs will also be billed for in the invoice.

6.6 ***Disputes.*** The Parties shall attempt to resolve disputes about the invoice or payment of the invoice informally. If the Parties cannot reach an informal resolution, disputes regarding the invoice or the payment of the invoice shall be filed in Boulder County or District Court, depending on the amount.

7. MISCELLANEOUS

7.1 ***Notices to Parties.*** Notices required to be given by this IGA are deemed to have been received and to be effective: (1) three days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a fax or email was received to the fax numbers or email addresses of the Parties as set forth below or to such party or addresses as may hereafter be designated in writing.

To County Clerk:	To Election Officer:
Molly Fitzpatrick	Genny Kline
1750 33rd St., Suite 200	749 Main Street
Boulder, CO 80301-2546	Louisville, CO 80027
303-413-7700	303-335-4574
Fax: 303-413-7728	Fax:
E-mail: mfitzpatrick@bouldercounty.gov	E-mail: GKline@LouisvilleCO.gov

7.2 ***Amendment.*** This IGA may be amended only in writing and following the same formality as the execution of the initial IGA.

7.3 ***Integration***. The Parties acknowledge that this IGA constitutes the sole agreement between them relating to the subject matter of this IGA and that no party is relying upon any oral representation made by another party or employee, agent or officer of that party.

7.4 ***Waiver of claims.*** The Jurisdiction has familiarized itself with the election process used by the County Clerk and waives any claims against the Clerk related to the Clerk's processing or administration of the Election except as specified in paragraph 7.5 below and claims arising out of willful and wanton acts of the Clerk.

7.5 ***Limitation of damages***. If a lawsuit is filed challenging the validity of the Jurisdiction's election, the Jurisdiction shall provide prompt notice to the County Clerk of such a lawsuit. If the Clerk chooses to intervene and defend its position, the Jurisdiction will support such intervention and cooperate in the defense of any such claims. If, as a result of a lawsuit against the Jurisdiction or against the Jurisdiction and other defendants by a third party, a court of competent jurisdiction finds that the Jurisdiction's election was void or otherwise fatally flawed due solely to a cause arising from the negligence of the County Clerk, then the Clerk shall refund all amounts paid to the Clerk under section 6 above. The Clerk shall not be responsible for any other judgment, damages, costs, or fees.

7.6 ***Conflicts of this IGA with the Law***. If any provision in this IGA conflicts with the law, this IGA shall be modified to conform to such law or resolution.

7.7 ***Time of the essence***. Time is of the essence in the performance of the work under this IGA. The statutory time requirements of the Code shall apply to completion of the tasks required by this IGA, unless earlier deadlines are required by this IGA.

7.8 ***Good faith***. The Parties shall implement this IGA in good faith, including acting in good faith in all matters that require joint or coordinated action.

7.9 ***Third party beneficiary***. The enforcement of the terms and conditions of this IGA and all rights of action relating to such enforcement shall be strictly reserved to the County Clerk and the Jurisdiction, and nothing contained in this IGA shall give or allow any claim or right of action by any other or third person. It is the express intent of the Parties that any person receiving services or benefits under this IGA shall be deemed an incidental beneficiary.

IN WITNESS WHEREOF, the Parties have signed this IGA.

Boulder County	Jurisdiction
Molly Fitzpatrick Date Boulder County Clerk and Recorder	Christopher M. Leh Date
	Genny Kline, Interim City Clerk Date

City of Louisville
COLORADO ▪ SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 7B

SUBJECT: RESOLUTION NO. 49, SERIES 2025 – A RESOLUTION APPROVING A CONSTRUCTION CONTRACT FOR THE POLICE DEPARTMENT / MUNICIPAL COURT BUILDING ROOF REPLACEMENT

DATE: JULY 22, 2025

PREPARED BY: KEVIN FREY, FACILITIES SUPERINTENDENT

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

SUMMARY:
Staff recommends approval of the Police/Municipal Roof Replacement contract with Terpstra Roofing Inc. for the base bid, plus alternate # 2 in the amount of $216,623, plus a 15% contingency in the amount of $32,494, for a total amount of $249,117

BACKGROUND / PRIOR DISCUSSIONS:
The Police and Municipal building roof is over 20 years old and has areas of damage that cause water leaks during rain and snow events. This Roof Replacement Project will eliminate the need for continued maintenance and repairs to the existing roof. The new Roof will come with a 20-year warranty. A Capital Improvement Project (CIP) request was approved for the 2025 calendar year to have this roof replaced.

ANALYSIS:
Staff advertised the Roof Replacement Project on May 12th and May 16th through a public bid process. Bids were received on June 2, 2025. Bids received are as follows:

Contractor	Base Bid	Alternate 1	Alternate 2
Terpstra Roofing	$210,623	$0.00	$6,000
Northwest Roofing	$259,840	$0.00	$0.00
B & M Roofing	$261,655	$0.00	$1,250
Monument Roofing	$266,131	$0.00	$0.00
Stonebrook Exterior	$329,244	$0.00	$0.00

Staff recommends Terpstra Roofing Inc. as the lowest responsive bidder based upon staff review of bid line items, adherence to bid requirements, and contractor reference checks.

2025 COUNCIL WORK PLAN:
The Police and Municipal Court building is a 24/7 facility. This roof replacement project supports Core Services and Safety, as it will eliminate the need for constant maintenance and repairs to both the interior and exterior of this building. The recommended contract supports the goal of providing a new roof replacement that will shed water and keep the interior dry and comfortable to work in, eliminating disruption to staff.

FISCAL IMPACT:
Budgeted?: **Yes**
The budget for the project was approved through the CIP submittal process. The recommended award for this project is under the approved budget.

Projected Funding

Description	Account	Budget Amount
Police/Court Roof Replacement	301191-620161	$315,100

Projected Expenses (301191-620161)

Description		Amount
Roof Replacement Base Bid		($210,623)
Alternate #2		($6,000)
15% Contingency		($32,494)
	Total Expenses:	($249,117)
	Remaining Funds	$65,883

ALTERNATIVE(S):
There is no alternative approach other than continued maintenance and repairs to the existing roof.

RECOMMENDATION:
Staff recommends approval and award of the Police/Municipal Roof Replacement Project contract with Terpstra Roofing for $216,623 plus a 15% contingency in the amount of $32,494 for a total authorized amount of $249,117 and authorize the Mayor, City Manager, Public Works Director, and City Clerk to sign and execute contract documents on behalf of the City.

ATTACHMENT(S):
1. Resolution No. 49, Series 2025
2. Roof Replacement Contract with Terpstra Roofing

RESOLUTION NO. 49
SERIES 2025

A RESOLUTION APPROVING A CONSTRUCTION CONTRACT FOR THE POLICE DEPARTMENT/MUNICIPAL COURT BUILDING ROOF REPLACEMENT

WHEREAS, a Construction Contract has been proposed between the City and Terpstra Roofing LLC for the Police Department/Municipal Court Building Roof Replacement (the “Project”); and

WHEREAS, by this resolution the City Council desires to approve the Construction Contract and to authorize additional contingency for the Project.

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

Section 1. The City Council hereby approves the Construction Contract by and between the City of Louisville and Terpstra Roofing for the Project (the “Contract”) in substantially the same form as the copy of such Contract accompanying this Resolution.

Section 2. The City Council hereby approves an additional fifteen percent (15%) contingency in the amount of $32,494 for the Project for a total not-to-exceed amount of $249,117. The City Manager and/or Public Works Director are authorized to execute change orders to the Contract in a total amount not to exceed $32,494 if deemed necessary for the Project.

Section 3. The Mayor and City Clerk are hereby authorized to execute the Contract on behalf of the City, and the Mayor is hereby further authorized to negotiate and approve such revisions to the Contract as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Contract are not altered.

PASSED AND ADOPTED this 22nd day of July 2025.

____
Christopher M. Leh, Mayor

ATTEST:

____
Genny Kline, Interim City Clerk

CONSTRUCTION CONTRACT

This Agreement, is made and entered this ______ day of ____________________, 2025 (the "**Effective Date**") by and between the City of Louisville ("**City**"), a Colorado home rule municipal corporation, and Terpstra Roofing LLC, a Colorado limited liability company (the "**Contractor**").

THE PARTIES AGREE AS FOLLOWS:

1. Scope of Work – Price. The Contractor agrees to perform for the City all of the work set forth in **Exhibit A** attached hereto and incorporated herein by reference (the "**Work**"). The City agrees to pay, in full payment for the performance of the Work in compliance with this Agreement, an amount not to exceed $216,623.00. Unit prices and unit costs for the Work shall not exceed those shown in **Exhibit A**. Contractor shall furnish, except as may otherwise be provided in writing, all labor, services, materials, tools, and equipment for the completion of the Work. Contractor will construct and complete the Work in a thorough and workmanlike manner in every respect to the satisfaction and approval of the City, within the time specified herein.

2. Contract Documents. The Work shall be done in strict accordance with all scope of Work documents attached hereto as **Exhibit A** and with the following additional documents: Bidding Documents for Police/Municipal Building Roof Replacement, Project Number 301191-620161 and May 2025 Addendum. All of such documents are hereby made a part of this Agreement and form the contract documents as fully as if the same were set forth at length herein.

3. Compliance and Licensing. a. Contractor shall be responsible for providing any measures necessary for insuring the safety of the public during the performance of the work, such as barricading and traffic control, in accordance with the requirements of the City.

b. Contractor shall be responsible for obtaining and complying with all necessary permits, ordinances, and laws, including but not limited to grading permits and laws concerning the control of fugitive dust. The Contractor shall not be required to pay any grading permit fees, cut fees, water tap fees, or use taxes required by the City of Louisville.

c. Contractor and all subcontractors performing the Work provided for in this Agreement shall be licensed contractors in the City of Louisville in accordance with the Louisville Municipal Code and shall pay the required fees for such license.

4. Relationship of Contractor to City. Contractor covenants to furnish its best skill and judgment and to cooperate with the City's Project Manager and Field Manager, as identified herein, and all other persons and entities in furthering the interests of the City. Contractor agrees to furnish efficient superintendence and to use its best efforts to furnish at all times an adequate supply of workers and materials, and to perform the Work in the best way and in the most expeditious and economical manner consistent with the interests of the City.

5. **Project and Field Manager.** The City's Project Manager for the purposes of the Work is the following or such other person as the City may designate in writing: Kevin Frey, Facilities Superintendent. The City's Field Manager for the purposes of communicating with Contractor in the field and coordinating City efforts in the field is Kevin Frey. Change orders may only be authorized by the persons listed in Section 17.

6. **Time of Commencement and Completion.** a. No Work shall be commenced until after a pre-construction meeting of the Contractor and City representatives as appropriate, and until the City has in writing instructed the Contractor to commence work.

b. The Contractor shall finally complete all Work in a manner acceptable to the City, and in compliance with this Agreement, on or before August 31, 2025. Prompt completion of the Work is essential to the City, and time is of the essence in all respects regarding this Agreement and the Work. Payment for the Work shall only be made after the Work has been finally completed and accepted by the City.

7. **Price of Work - Payment.** a. Payments of the entire contract price shall be made to Contractor in a single, lump sum payment within 30 days after final completion of the Work and acceptance thereof by the City. Except as provided in Section 7.b, the contract price set forth in Section 1, shall be inclusive of all costs of whatsoever nature associated with the Contractor's Work efforts, including but not limited to salaries, benefits, expenses, overhead, administration, profits, and outside fees. The scope of Work and payment therefor shall only be changed by a properly authorized amendment to this Agreement.

b. The contract price does not include the following costs: (1) water service, electric service, and associated utilities; and (2) the cost of the performance, payment and warranty bonds that may be required for the Work pursuant to Section 13, the cost of which bonds shall not exceed 2.5 percent of the amount set forth in Section 1.

8. **Scope of Payment.** The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, equipment, labor, tools, services, and incidentals necessary to complete the Work and for performing all Work. The City's payment for the Work shall not relieve the Contractor of any obligations to correct any defective Work or materials. No funds payable under this Agreement shall become due and payable, if the City so elects, until the Contractor shall satisfy the City that it has fully settled or paid for all materials and equipment used in or upon the Work and labor done in connection therewith. The City may pay any or all such claims or bills, wholly or in part, and deduct the amount or amounts so paid from any funds due Contractor. In the event the surety on any contract, performance bond, payment bond, or warranty bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in the state revoked, the City may withhold payment of funds due Contractor until the Contractor has provided a bond or other security to the satisfaction of the City in lieu of the bond so executed by such surety.

9. Observation of All Laws. It is assumed that Contractor is familiar with all laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Work or the material or equipment used in or upon the site, or in any way affect the Work. No pleas or claims of misunderstanding or ignorance by Contractor shall in any way serve to modify the provisions of the Agreement. Contractor shall at all times observe and comply with all federal, state, county, local, and municipal laws, codes, ordinances, and regulations in any manner affecting the conduct of the Work.

10. Contractor's Responsibility for Work. Until the final acceptance of the Work by the City in writing, Contractor shall have the charge and care thereof, and shall take every necessary precaution against injury or damage to any part thereof by the effects of the elements or from any other cause. Contractor, at its own expense, shall rebuild, repair, restore, and correct all injuries or damages to any portion of the Work occasioned by any causes before its completion and acceptance. In case of suspension of Work from any cause whatsoever, Contractor shall be responsible for all materials and shall properly store same, if necessary, and shall provide suitable drainage, barricades, and warning signs where necessary. Contractor shall correct or replace, at its own expense and as required by City, any material which may be destroyed, lost, damaged, or in any way made useless for the purpose and use intended prior to final acceptance of the Work, or portions thereof. Contractor shall be relieved of the responsibilities provided in this Section upon final acceptance of the Work by City, except no such relief shall apply to damages or injuries caused by or related to actions of Contractor or its subcontractors.

11. Termination of Contractor's Responsibility. The Work will be considered complete when all Work has been finished, the final inspection made, and the Work accepted by City in writing, and all claims for payment of labor, materials, or services of any kind used in connection with the Work thereof have been paid or settled by Contractor or its surety. Contractor will then be released from further obligation except as set forth in any surety bond, and except as required in this Agreement regarding the Contractor’s guaranty of work.

12. Indemnification. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, and its 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 work, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the 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, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section. 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.

13. Insurance and Bonds. a. The Contractor shall not begin the Work until it has obtained all insurance required by this Section and such insurance has been approved by City. The Contractor shall not allow any subcontractor to begin any efforts on the Work until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must maintain the insurance coverage required in this Section.

b. The Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. 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. Contractor shall procure and maintain, and shall cause each Subcontractor of the Contractor to procure and maintain (or shall insure the activity of Contractor's Subcontractors in Contractor's own policy with respect to), the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

(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.

(2) Comprehensive General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

(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 Work. 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.

c. The policies required above, except for the Workers' Compensation and Employers Liability insurance, shall be endorsed to include the City, and its officers and employees, as additional insureds. 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 Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

d. Certificates of insurance shall be completed by the Contractor's insurance agent 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. Each certificate shall identify the Work and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The City reserves the right to request and receive a certified copy of any policy.

e. 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 the contract, 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 monies due to Contractor.

f. The parties hereto 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.

g. If the contract price set forth in Section 1 exceeds $50,000, the Contractor shall furnish a performance bond, payment bond, and warranty bond in an amount determined by the Project Manager, but in any event at least equal to the contract price, as security for the faithful performance and payment of all Contractor's obligations hereunder, including but not limited to the guaranty period provided in Section 16. These bonds shall remain in effect at least until one year after the date of final payment. All bonds shall be in forms acceptable to the City and executed by such sureties licensed to conduct business in Colorado that are acceptable to the City.

14. Evidence of Satisfaction of Liens. Contractor shall provide City with written evidence that all persons who have done and portion of the Work or have furnished material under this Agreement and are entitled to liens therefor under any laws of the State of Colorado have been fully paid or are not entitled to such liens. Final payment shall not be made to Contractor until the City is reasonably satisfied that all claims or liens have been satisfied by Contractor or have been secured against as provided in C.R.S.§ 38-26-101, et seq.

15. Acceptance of Work. No act of the City, or of any representative thereof, either in superintending or directing the Work, or any extension of time for the completion of the Work, shall be regarded as an acceptance of such Work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by the final certificate of City. Before any final certificate shall be issued, Contractor shall execute an affidavit on the certificate that it accepts the same in full payment and settlement of all claims on account of Work done and materials furnished under this contract, and that all claims for materials provided or labor performed have been paid or set aside in full. No waiver of any breach of this contract by City or anyone acting on their behalf shall be held as a waiver of any other subsequent breach thereof. Any remedies provided herein shall be cumulative.

16. Guaranty of Work. Contractor agrees to guarantee all Work under this Agreement for a period of one (1) year from the date of final acceptance by the City. In addition, the roof shall be subject to a 20-year warranty and the wind and hail warranties described in **Exhibit A.** If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are defective, inferior, or not in accordance with the Agreement, as reasonably determined by City, then the Contractor shall, when notified by City, immediately place such guaranteed Work in a condition satisfactory to City. The City shall have all available remedies to enforce such guaranty, except that City shall not have any work performed independently to fulfill such guaranty and require Contractor to pay City such sums as were expended by the City for such work, unless the City has first given notice to the Contractor of the deficiency and given the Contractor a reasonable opportunity to cure the same.

17. Timing of Change Orders. The City shall use reasonable efforts to grant or deny change orders requested by the Contractor in as timely a manner. The Project Manager is authorized to approve any change order which does not increase the the price of the Work. All other change orders which increase the price of the Work shall be approved or denied in writing by the City Manager or Public Works Director. Contractor shall provide all supporting documentation for any requested change order prior to City action thereon.

18. 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.

19. 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.

20. 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 Work 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.

21. No Assignment. This Agreement and any rights and obligations hereunder, including but not limited to rights to moneys due or that may become due, shall not be assigned by the Contractor without the prior written approval of the City.

22. Enforcement; Governing Law. a. Except as provided in Section 12, 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.

b. This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by the laws of the State of Colorado. The parties agree to the exclusive jurisdiction and venue of the courts of Boulder County in connection with any dispute arising out of or in any matter connected with this Agreement.

23. Integration. 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.

24. 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: Facilities Superintendent
749 Main Street
Louisville, CO 80027
E-mail: KFrey@louisvilleco.gov

If to the Contractor:
Terpstra Roofing LLC
Attn: Erik Terpstra
220 S Wilcox St. #271
Castle Rock, CO 80104
Email: erik@terpstraroofing.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.

25. Equal Opportunity Employer. a. The 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. The 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. The Contractor shall be in compliance with the appropriate provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of any purchase order or contract and with any new purchase order or contract issued by the City.

26. Independent Contractor.

a. Contractor and any persons employed by Contractor for the performance of Work hereunder shall be independent contractors and not employees or agents of the City. Nothing herein shall be construed as establishing a quality standard for any individual, or as establishing any right on the part of the City to oversee the actual work of the Contractor or to instruct any individual as to how the Work will be performed.

b. Contractor shall have the right to employ such assistance as may be required for the performance of Work under this Agreement. Said Contractor shall be responsible for the compensation, insurance, and all clerical detail pertaining to such assistants, and shall be solely responsible for providing any training, tools, benefits, materials, and equipment.

c. **THE PARTIES HERETO UNDERSTAND THAT THE CONTRACTOR AND THE CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS ARE NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS UNDER ANY WORKERS' COMPENSATION INSURANCE POLICY OF THE CITY, AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX AND OTHER APPLICABLE TAXES AND OTHER AMOUNTS DUE ON ANY MONEYS PURSUANT TO THIS AGREEMENT.**

27. 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 Work or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

28. 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.

29. Execution. The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been duly authorized to execute this Agreement on Contractor's behalf and has the power to bind Contractor to the terms and conditions hereof.

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 M. Leh, Mayor

ATTEST:

____
Genny Kline, Interim City Clerk

CONTRACTOR:
TERPSTRA ROOFING LLC

By:____________________________
Erik Terpstra, President

EXHIBIT A
{Attach Scope of Work and Pricing}

BID DOCUMENTS

TERPSTRA ROOFING BID FORM

PROJECT: POLICE/MUNICIPAL BUILDING ROOF REPLACEMENT
PROJECT NUMBER: 301191-620161
OWNER: CITY OF LOUISVILLE, COLORADO

THIS BID IS SUBMITTED TO: THE CITY OF LOUISVILLE, COLORADO

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

   (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date):

Date	Number
May, 2025	301191-620161

   (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

   (c) BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

   (d) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.

4. BIDDER will complete the Work in accordance with Contract Documents for the following price(s):

EXHIBIT E - PRICING SCHEDULE

PROJECT: POLICE/MUNICIPAL BUILDING ROOF REPLACEMENT
PROJECT NUMBER: 301191-620161
OWNER: CITY OF LOUISVILLE, COLORADO

Police/Municipal Building **Roof Replacement** (Including all items specified in the Invitation To Bid and its attached specifications, except for items listed as "alternate")

BASE - TOTAL LUMP SUM BID PRICE: $ 196,120 (price for spec'd roof)

The Lump Sum Price plus selected Alternates (as budget allows) shall be the basis of the award.

Alternates and Additional Items

1. Additional amount per lineal foot to install walkways not included in base specification — $10 per lineal foot

2. Additional repairs/maintenance to Standing Seam Metal roof, not included in the base price. — $ 6,000

3. Pricing for 60mm TPO product — $ 182,879 (roof as specified)

Estimated time from signed contract to completion of work — 28 Calendar Days

Price for RhinoBond/Induction welded roof. This roof comes with a 20-year warranty, 120 mph wind warranty @ 3 second gusts & a 1" hail rating: $204,119 for TPO, $217,360 for PVC

Price for adding cover board and fully adhering the membrane. This roof also comes with a 20-year warranty, 120 mph wind warranty @ 3 second gusts & a 1" hail rating: $210,623 for TPO, $223,864 for PVC

Approved Scope for 60mm TPO

BID DOCUMENTS

PROJECT: POLICE/MUNICIPAL BUILDING ROOF REPLACEMENT
PROJECT NUMBER: 301191-620161
OWNER: CITY OF LOUISVILLE, COLORADO

THIS BID IS SUBMITTED TO: THE CITY OF LOUISVILLE, COLORADO

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

   (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date):

   Date ____________ Number ____________

   ____________ ____________

   SEE ATTACHED UPDATED BID FORM

   (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

   (c) BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

   (d) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.

4. BIDDER will complete the Work in accordance with Contract Documents for the following price(s):

EXHIBIT E - PRICING SCHEDULE

PROJECT: POLICE/MUNICIPAL BUILDING ROOF REPLACEMENT
PROJECT NUMBER: 301191-620161
OWNER: CITY OF LOUISVILLE, COLORADO

Police/Municipal Building **Roof Replacement** (Including all items specified in the Invitation To Bid and its attached specifications, except for items listed as "alternate")

BASE - TOTAL LUMP SUM BID PRICE: $___________

The Lump Sum Price plus selected Alternates (as budget allows) shall be the basis of the award.

SEE ATTACHED UPDATED BID FORM

Alternates and Additional Items

1. Additional amount per lineal foot to install walkways not included in base specification $____________

2. Additional repairs/maintenance to Standing Seam Metal roof, not included in the base price. $____________

Estimated time from signed contract to completion of work __________ Calendar Days

BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

5. BIDDER agrees that the Work;

   will be substantially complete and completed and ready for final payment in accordance with the Agreement.

   BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

6. The following documents are attached to and made a condition of this Bid:

   (a) Required Bid Security (bid bond not required for this project)

   (b) A list of Subcontractors and other persons and organizations proposed to perform the Work are required to be identified on the Schedule of Subcontractors and submitted in this Bid;

   (c) Anti-Collusion Affidavit; and

   (d) If BIDDER is a partnership, a list of all partners, their addresses, and their interest and role in the partnership business.

7. Communications concerning this Bid shall be addressed to:
   The address of BIDDER indicated below.

   Terpstra Roofing - erik@terpstraroofing.com

   Erik Terpstra - 303.921.1800

   220 S Wilcox St #271, Castle Rock, CO 80104

8. Terms used in this Bid, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

SUBMITTED on June 2, 2025.

If BIDDER is:

An Individual

By ____

(Individual's Name)

(SEAL)

doing business as ____

Business address: ____

____

____

Phone No.: ____

A Partnership

By ____

(Firm Name)

(SEAL)

____

(General Partner)

Business address: ____

____

____

Phone No.: ____

A Corporation

By ____

(Corporation Name)

____

(State of incorporation)

By ____

(Name of person authorized to sign)

____

(Title)

(CORPORATE SEAL)

Attest ____

(Secretary)

Business address: ____

____

____

Phone No.:____

Date of Qualification to do business: ____________________________________

A Joint Venture

By ____

(Name)

____

(Address)

By ____

(Name)

____

(Address)

Phone Number and Address for receipt of official communications

____

____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

SCHEDULE OF SUBCONTRACTORS

PROJECT: POLICE/MUNICIPAL BUILDING ROOF REPLACEMENT
PROJECT NUMBER: 301191-620161
OWNER: CITY OF LOUISVILLE, COLORADO

This Bid is based on subcontracting certain portions of the work to subcontractors as listed below.

Name: ______________________ Telephone No. ______________________
Address: ______________________ __________ ______________________
City: ______________________ State: ______ Zip Code: ______________
Services/equipment to be provided: ______________________________________
____
____

Name: ______________________ Telephone No. ______________________
Address: ______________________ __________ ______________________
City: ______________________ State: ______ Zip Code: ______________
Services/equipment to be provided: ______________________________________
____
____

Name: ______________________ Telephone No. ______________________
Address: ______________________ __________ ______________________
City: ______________________ State: ______ Zip Code: ______________
Services/equipment to be provided: ______________________________________
____
____

Name: ______________________ Telephone No. ______________________
Address: ______________________ __________ ______________________
City: ______________________ State: ______ Zip Code: ______________
Services/equipment to be provided: ______________________________________
____
____

Name: ______________________ Telephone No. ______________________
Address: ______________________ __________ ______________________
City: ______________________ State: ______ Zip Code: ______________
Services/equipment to be provided: ______________________________________
____
____

Name: ______________________ Telephone No. ______________________
Address: ______________________ __________ ______________________
City: ______________________ State: ______ Zip Code: ______________
Services/equipment to be provided: ______________________________________
____

ANTI-COLLUSION AFFIDAVIT

PROJECT: POLICE/MUNICIPAL BUILDING ROOF REPLACEMENT
PROJECT NUMBER: 301191-620161
OWNER: CITY OF LOUISVILLE, COLORADO

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a BIDDER or potential prime BIDDER.

2A. Neither the price(s) nor the amount of this Bid have been disclosed to any other firm or person who is a BIDDER or potential prime BIDDER on this project, and will not be so disclosed prior to bid opening.

2B. Neither the prices nor the amount of the Bid of any other firm or person who is a BIDDER or potential prime BIDDER on this project have been disclosed to me or my firm.

3A. No attempt has been made to solicit, cause or induce any firm or person who is BIDDER or potential prime BIDDER to refrain from bidding on this project, or to submit a Bid higher than the Bid of this firm, or any intentionally high or noncompetitive Bid or other form of complementary Bid.

3B. No agreement has been promised or solicited for any other firm or person who is a BIDDER or potential prime BIDDER on this project to submit an intentionally high, noncompetitive or other form of complementary bid on this project.

4. The Bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive or other form of complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.

8. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the OWNER of the true facts relating to submission of bids for this contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

CONTRACTOR'S FIRM OR COMPANY NAME		SECOND CONTRACTOR'S FIRM OR COMPANY NAME (IF JOINT VENTURE)	
BY:	Erik Terpstra, Terpstra Roofing	BY:	
TITLE:	Owner	TITLE:	
DATE:	6/2/25	DATE:	

SWORN BEFORE ME THIS ____________________________ DAY OF, ____, 20____

NOTARY PUBLIC: _______________________________ MY COMMISSION EXPIRES: ________________________________

PROJECT: POLICE/MUNICIPAL BUILDING ROOF REPLACEMENT
PROJECT NUMBER: 301191-620161
OWNER: CITY OF LOUISVILLE, COLORADO

Instructions: BIDDER's and Subcontractors must complete and ***submit this form with the Bid Form.*** This is required by the Equal Employment Opportunity Regulations 41 CFR 1.7 (b) (1).

1. _X_ Yes ___ No — I have developed and have on file at each establishment an affirmative action program as required by 41 CFR Chapter 60, Part 60-2.

2. _X_ Yes ___ No — I have participated in a previous contract/subcontract subject to the equal opportunity clause.

3. _X_ Yes ___ No — I have filed with the Joint Reporting Committee, the Director, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

I declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are true and complete to the best of my knowledge.

CONTRACTOR
_X_ **BIDDER** ___ **PROPOSED SUBCONTRACTOR**

BY: Erik Terpstra, Terpstra Roofing

TITLE: Owner

DATE: 6/2/25

Prohibition Against Employing Illegal Aliens

PROJECT: POLICE/MUNICIPAL BUILDING ROOF REPLACEMENT
PROJECT NUMBER: 301191-620161
OWNER: CITY OF LOUISVILLE, COLORADO

Consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract. Consultant shall not enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contract has verified or attempted to verify through participating in the basic pilot program as defined in C.R.S. Section 8-17.5-101(1) ("Program") that Consultant does not employ any illegal aliens and, if Consultant is not accepted into the Program prior to entering into this contract, that Consultant shall apply to participate in the Program every three months until Consultant is accepted or the contract has been completed, whichever is earlier. This provision shall not be required or effective if the Program is discontinued. Consultant is prohibited from using the Program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Consultant obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Consultant shall:

a. Notify the subcontractor and the City within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Section 8-17.5-102(5).

If Consultant violates a provision of this Contract required pursuant to C.R.S. Section 8-17.5-102, the City may terminate the contract for breach of contract. If the contract is so terminated, the Consultant shall be liable for actual and consequential damages to the City.

Contractor's Pre-Contract Certification
Regarding Employing Illegal Aliens

PROJECT: POLICE/MUNICIPAL BUILDING ROOF REPLACEMENT
PROJECT NUMBER: 301191-620161
OWNER: CITY OF LOUISVILLE, COLORADO

The proposer of public services to the City of Louisville identified below (hereafter "the Proposer"), hereby certifies as follows:

That at the time of providing this certification, Proposer does not knowingly employ or contract with an illegal alien; and that Proposer has participated in or attempted to participate in the Basic Pilot Program administered by the United States Department of Homeland Security in order to verify that it does not employ any illegal aliens.

Dated this 2nd day of June, 20 25 .

Proposer: Terpstra Roofing

By: Erik Terpstra

Title: Owner

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/20/2025

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

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

PRODUCER
U.S. National Insurance, LLC
8201 N Hayden Rd.
Scottsdale AZ 85258

CONTACT NAME: Parker Cagle
PHONE (A/C, No, Ext): 602-362-3130 | FAX (A/C, No): 602-362-3195
E-MAIL ADDRESS: pcagle@usnational.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Accredited Specialty Insurance Company	16835
INSURER B :	Lexington Insurance Company	19437
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Terpstra Roofing, LLC
P.O. Box 271
Castle Rock CO 80104

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY; [ ] CLAIMS-MADE [X] OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC; OTHER:	Y	Y	2ACPCO17S011473802	4/19/2025	4/19/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY; [ ] ANY AUTO; [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS; [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR; [ ] EXCESS LIAB [ ] CLAIMS-MADE; DED RETENTION $	Y	Y	0717325449-00	4/7/2025	4/19/2026	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
							Prod-Comp Opps Agg	$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N; ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [ ]; If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

The City of Louisville, its elected and appointed officers and its employees, are included as Additional Insured for General Liability (for ongoing and completed operations) and Umbrella Liability when required by written contract or agreement but only as respects to liability arising out of work performed by or on behalf of the named insured. The above referenced liability policies are primary & non-contributory where required by written contract. A Waiver of Subrogation is provided in favor of the Additional Insured on the General Liability and Umbrella Liability when required by written contract or agreement and with respect to work performed by or on behalf of the named insured. A 30-day written notice (10-day for non payment) of cancellation applies.

CERTIFICATE HOLDER

City of Louisville
749 Main Street
Louisville CO 80027

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Parker Cagle

PINNACOL ASSURANCE

Policy # 4236605
Policy Name Terpstra Roofing LLC
NCCI # WC000313

06/13/2025

Insurer Pinnacol Assurance
7501 E. Lowry Blvd
Denver, CO 80230
303.361.4000 / 800.873.7242
pinnacol.com

Endorsement: Waiver Of Subrogation

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

City of Louisville
749 Main Street
Louisville, CO 80027

Effective Date: 06/13/2025
Pinnacol Assurance has issued this endorsement on 06/13/2025

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/13/2025

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

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

PRODUCER Pinnacol Assurance 7501 E. Lowry Blvd Denver, CO 80230	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: support@pinnacol.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Pinnacol Assurance		41190
INSURED Terpstra Roofing LLC 220 S Wilcox St. #271 Castle Rock, Colorado 80104	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH): Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	4236605	04/19/2025	04/19/2026	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1000000
							E.L. DISEASE - EA EMPLOYEE	$ 1000000
							E.L. DISEASE - POLICY LIMIT	$ 1000000

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

Unless otherwise stated in the policy provisions, coverage in Colorado only.
Excluded from coverage: Erik Terpstra;

CERTIFICATE HOLDER	CANCELLATION
City of Louisville 749 Main Street Louisville, CO 80027	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** AUTHORIZED REPRESENTATIVE Pinnacol Assurance

AGENCY CUSTOMER ID: N/A

LOC #: N/A

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
		Terpstra Roofing LLC 220 S Wilcox St. #271 Castle Rock, Colorado 80104
POLICY NUMBER 4236605		
CARRIER Pinnacol Assurance	NAIC CODE 41190	EFFECTIVE DATE: 06/13/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: Acord 25 (2016/03) FORM TITLE: Certificate of Liability Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO PROVIDE 30 DAYS WRITTEN NOTICE TO THE NAMED CERTIFICATE HOLDER, BUT FAILURE TO PROVIDE SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
THE CITY OF LOUIVILLE, IT'S ELECTED AND APPOINTED OFFICERS AND IT'S EMPLOYEES 749 MAIN STREET LOUIVILLE, CO 80027	992 W VIA APPIA WAY LOUIVILLE, CO 80027
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

CITY COUNCIL COMMUNICATION
AGENDA ITEM 10A

SUBJECT: ORDINANCE NO. 1898, SERIES 2025 – AN ORDINANCE APPROVING THE GRANT OF A CABLE FRANCHISE TO COMCAST OF CALIFORNIA / COLORADO / FLORIDA / OREGON, INC., AND APPROVING A CABLE FRANCHISE AGREEMENT BETWEEN COMCAST OF CALIFORNIA / COLORADO / FLORIDA / OREGON, INC. AND THE CITY OF LOUISVILLE, COLORADO – 2ND READING PUBLIC HEARING (Advertised City of Louisville Website 7/14/2025)

DATE: JULY 22 2025

PREPARED BY: SAMMA FOX, DEPUTY CITY MANAGER
WILSON SCARBEARY, ATTORNEY, WILSON WILLIAMS FELLMAN DITTMAN LLP

PRESENTED BY: WILSON SCARBEARY, ATTORNEY, WILSON WILLIAMS FELLMAN DITTMAN LLP

SUMMARY:
Comcast Cable is currently the only source of cable television services in Louisville and operates 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.

The City of Louisville has support for this type of work through the Colorado Communications and Utility Alliance (CCUA) and has hired legal counsel, Wilson Scarbeary of Wilson Williams Fellman Dittman, who specialize in this work, to support the renewal. Mr. Scarbeary and a representative from Comcast will be in attendance for second reading, currently proposed July 22, 2025 to provide a presentation and answer questions.

BACKGROUND/PRIOR DISCUSSIONS:
City Council held first reading on July 8, 2025 and a discussion/direction on the Comcast Franchise Renewal March 18, 2025. The Comcast Franchise agreement was last renewed in 2015.

ANALYSIS:
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.

The proposed franchise agreement is based on the model franchise currently in use in the metro area.

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 two Public, Education, and Government (PEG) channels which include Channel 8. The franchise provides for Comcast to pay the City 0.48 of one percent (0.0048%) of gross revenues to help pay for capital costs related to broadcasting. As with the franchise fee, Comcast generally passes this charge on to the customers. This is a change from the prior agreement, which had 0.50 cent per customer charge, and inline with the approach being taken regionally.
- 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 attached franchise agreement proposes a term of ten years, 2025 through 2035, consistent with prior and regional agreements. 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.

2025 COUNCIL WORK PLAN:
The Comcast Franchise Fee is called out as an item under the Core Services priority of the City Council's 2025 council work plan.

FISCAL IMPACT:
Budgeted?: Yes
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.

The proposed 0.48 of one percent (0.0048%) is anticipated to yield a comparable amount and was calculated based on the City's last five years of PEG fees.

ALTERNATIVE(S):
Council may direct staff to work with legal counsel and comcast to renegotiate items such as PEG fees and the term. If directed, this may be a costly endeavor as the City would need to pay for the additional time and negotiations. This may also have

unintended impacts as the current proposed agreement mirrors agreements within the region.

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.

RECOMMENDATION:
Staff recommends council support the proposed franchise agreement on second reading.

ATTACHMENT(S):
1. Ordinance No. 1898, Series 2025
2. Proposed 2025 Franchise Agreement

ORDINANCE NO. 1898
SERIES 2025

AN ORDINANCE APPROVING THE GRANT OF A CABLE FRANCHISE TO COMCAST OF CALIFORNIA/COLORADO/FLORIDA/OREGON, INC., AND APPROVING A CABLE FRANCHISE AGREEMENT BETWEEN COMCAST OF CALIFORNIA/COLORADO/FLORIDA/OREGON, INC. AND THE CITY OF LOUISVILLE, COLORADO

WHEREAS, pursuant to the Charter of the City of Louisville, Colorado (the "Charter"), the Louisville Municipal Code (the "Code"), and the authority granted to home-rule municipalities under the Colorado Constitution, the City of Louisville (the "City") may adopt and amend ordinances; and

WHEREAS, pursuant to Article 14 of the Code, the City may grant nonexclusive franchises to cable television providers; and

WHEREAS, City is authorized generally pursuant to Article XX of the Colorado Constitution, as well as C.R.S § 31-15-702, to regulate and manage the use, maintenance, and repair of public streets, roads, sidewalks, and public places under its jurisdiction; and

WHEREAS, the City previously granted a non-exclusive franchise for the construction, maintenance, and operation of a cable television system within the City to Comcast of Colorado I, LLC, locally known as Comcast ("Comcast"); and

WHEREAS, Comcast of California/Colorado/Florida/Oregon, Inc., is the successor in interest to Comcast of Colorado I, referred to herein as Comcast, is agreeable to continue providing cable television service in the City; and

WHEREAS, Comcast seeks a new cable television franchise, and a proposed new Cable Franchise Agreement acceptable to both the City and Comcast has been prepared (the "Agreement"), a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference; and

WHEREAS, the City has reviewed Comcast's performance under the prior franchise and the quality of service during the prior franchise term, has identified the future cable-related needs and interests of the City and its citizens, has considered the financial, technical, and legal qualifications of Comcast, and has determined that Comcast's plans for operating and maintaining its Cable Systems are adequate, in a full public proceeding affording due process to all parties; and

WHEREAS, the public has had adequate notice and opportunity to comment on Comcast's proposal to provide cable television service within the City; and

WHEREAS, the City has a legitimate and necessary regulatory role in ensuring the availability of cable communications service, and reliability of cable systems in its jurisdiction, the availability of local programming and quality customer service; and

WHEREAS, diversity in cable service programming is an important policy goal and Comcast's cable system should offer a wide range of programming services; and

WHEREAS, the City Council for the City of Louisville (the "Council") has considered this Ordinance authorizing the cable television system franchise and the Agreement; and

WHEREAS, the Council hereby finds that the public has had adequate notice and opportunity to comment upon the proposed cable television system franchise and the Agreement; and

WHEREAS, the Council hereby finds that it serves the public interest of the citizens of the City to grant a cable television franchise to Comcast pursuant to the terms of the Agreement; and

WHEREAS, the Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare.

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

Section 1. Grant of Franchise. The City of Louisville hereby grants to Comcast of California/Colorado/Florida/Oregon, Inc., effective July 22, 2025, a nonexclusive Cable Franchise subject to the terms and conditions set forth in the attached Cable Franchise Agreement between Comcast of California/Colorado/Florida/Oregon, Inc., and the City of Louisville, Colorado.

Section 2. Franchise Agreement. The City of Louisville hereby approves and adopts the attached Cable Franchise Agreement Comcast of California/Colorado/Florida/Oregon, Inc., and the City of Louisville, Colorado. The Cable Franchise Agreement shall be available for public inspection during normal business hours from the City Clerk at the offices of the City of Louisville, Colorado.

Section 3. Severability. If any part or provision of this Ordinance, or its application to any person or circumstance, is adjudged to be invalid or unenforceable, the invalidity or unenforceability of such part, provision, or application shall not affect any of the remaining parts, provisions or applications of this Ordinance that can be given effect without the invalid provision, part or application, and to this end the provisions and parts of this Ordinance are declared to be severable.

Section 4. To the extent only that they conflict with this ordinance, the Council repeals any conflicting ordinances or parts of ordinances. The provisions of this ordinance are severable, and invalidity of any part shall not affect the validity or effectiveness of the rest of this ordinance.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this 8th day of July, 2025.

Christopher M. Leh
____
Christopher M. Leh, Mayor

ATTEST:

CITY OF LOUISVILLE SEAL COLORADO

G. Kline
____
Genny Kline, Interim City Clerk

APPROVED AS TO FORM:
Kelly PC

____
Kathleen Kelly, City Attorney

PUBLIC HEARING AND SECOND READING WILL BE THE 22nd DAY OF JULY, 2025, AT 6:00 P.M. AT LOUISVILLE CITY HALL, 749 MAIN STREET, LOUISVILLE, CO 80027.

PASSED AND ADOPTED ON SECOND AND FINAL READING this ____ day of ___________, 2025.

CITY OF LOUISVILLE, COLORADO

____
Christopher M. Leh, Mayor

ATTEST:

____
Genny Kline, Interim City Clerk

COMCAST OF CALIFORNIA/COLORADO/FLORIDA/OREGON INC. AND THE CITY OF LOUISVILLE, COLORADO

CABLE FRANCHISE AGREEMENT

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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 Town 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 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 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 California/Colorado/Florida/Oregon Inc. 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 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.

1.30 "<u>Headend</u>" 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,*** 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 July 22nd, 2025 (the "Effective Date"), and shall terminate on July 22, 2035, 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 the City and Grantee may enter into negotiations to amend this Franchise pursuant to Section 4.7.

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 five hundred thousand ($500,000) 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) <u>Endorsements</u>.

(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 $25,000.

(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 Applicable 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 Provider

(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 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 two (2) 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 continue provide one (1) Activated Downstream Channel 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) The SD 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 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) Grantee shall continue to provide one (1) activated 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) 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 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, 3 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).

(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, within one hundred twenty (120) days of a written request from the City, Grantee shall provide to the City up to 0.48 of one percent (0.0048%) 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 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. 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 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 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. § 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 the greater of one hundred (100) Channels or the maximum number of Channels of digital video programming services to Subscribers that Grantee provides to any other jurisdiction in Colorado, provided that the Grantee reserves the right to seek modification of this obligation based on changes in consumer behavior, programming availability, or response to competition, which modification shall not be unreasonably denied upon Grantee showing it continues to provide broad categories of video programming and other services.

(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) <u>In General</u>. 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.

(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 IX, LLC
8000 E. Iliff Ave.
Denver, CO 80231
Attn: Government Affairs

With a copy to:

Comcast Cable
Attn: Government Affairs Department
1701 JFK Blvd, 49th Floor
Philadelphia, PA 19103

The City's address shall be:

City of Louisville
749 Main Street
Louisville, CO 80027
Attn: City Manager
Cc: City Attorney

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 22nd day of July, 2025.

ATTEST:	CITY OF LOUISVILLE, COLORADO:
______________________________	______________________________
City Clerk	Mayor

Accepted and approved this __ day of _________, 2025.

COMCAST OF CALIFORNIA/COLORADO/FLORIDA/OREGON INC.

____

Name/Title: ______________________________

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. <u>Guaranteed Seven-Day Residential Installation</u>

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. <u>Residential Installation and Service Appointments</u>

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. <u>Residential Service Interruptions</u>

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. <u>TV Reception</u>

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.

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 10B

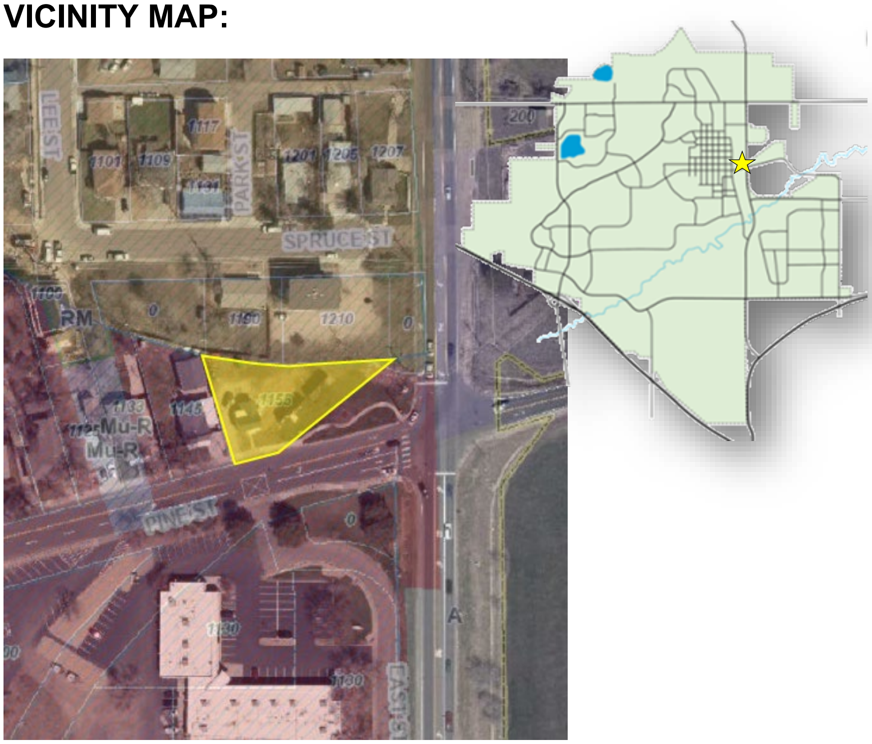
SUBJECT: CONCEPT PLAN REVIEW – 1155 PINE STREET
REMOVAL FROM MIXED-USE ZONE DISTRICT OVERLAY

DATE: JULY 22, 2025

PREPARED BY: MATT POST, AICP, SENIOR PLANNER
ROB ZUCCARO, AICP, COMMUNITY DEVELOPMENT DIRECTOR

PRESENTED BY: ROB ZUCCARO, AICP, COMMUNITY DEVELOPMENT DIRECTOR

VICINITY MAP:



SUMMARY:
The applicant is proposing to remove the property at 1155 Pine Street from the Mixed-Use Zone District Overlay. This overlay requires mandatory rezoning of 1155 Pine Street to the Mixed Use-Residential District (MU-R) when there is an expansion or alteration of the existing non-conforming use. 1155 Pine Street is currently developed with a single-family detached home. The City established the Mixed-Use Zone District Overlay requirements in order to implement the Highway 42 Revitalization Area plan and to facilitate the creation of a transit-supportive mixed-use district in proximity to the future Northwest Rail commuter rail station in Downtown and Downtown East Louisville (DELO).

There are renewed efforts and new funding sources that have been recently approved to expand Northwest Rail and establish a rail station in Louisville, with current plans for service to start as early as 2029. A summary of recent planning efforts, state legislation, and agreements related to the future rail station are discussed in detail in this report and should be considered in Council's review of this Concept Plan. Staff is emphasizing the Northwest Rail plans for Council, as changes to zoning and land use policy at this location could have relevance to the City's plans to support a rail station for Louisville.

Removal from the Mixed-Use Zone District Overlay would result in the property being zoned Community Commercial (CC) and subject to the zoning standards in the Design Handbook for Downtown Louisville. This change in zoning designation is intended to support the applicant's development plans for the property as a single-story, Live-Work development. Live-Work is a single residentially based structure that combines residential and commercial uses, with the commercial part of the property street-facing (see LMC Sec. 17.16.620).

Live-Work is allowed as a principal use in both the CC and MU-R districts; however, the MU-R district requires such developments to be part of mixed-use, three-story development intended to provide transit-supportive densities and with more pedestrian and multi-modal supportive urban form. The MU-R design standards do not support the proposed development, thus, the desire by the applicant to remove the parcel from the Mixed-Use Zone District Overlay.

BACKGROUND / PRIOR DISCUSSIONS:

<u>Concept Plan</u>

The Concept Plan Review process provides applicants with an opportunity to receive early, non-binding feedback from the City Council and the general public prior to preparing a formal land use application. This application will not involve a vote or consensus, and the Council is not required to provide specific feedback. No other boards or commissions have reviewed this proposal, and staff will not provide a formal recommendation. Instead, staff will identify and analyze applicable policies, code provisions, and key issues to inform future review. Should the applicant proceed, a formal application will be subject to additional public input, staff analysis, and hearings before the Planning Commission and City Council.

<u>Site Overview</u>

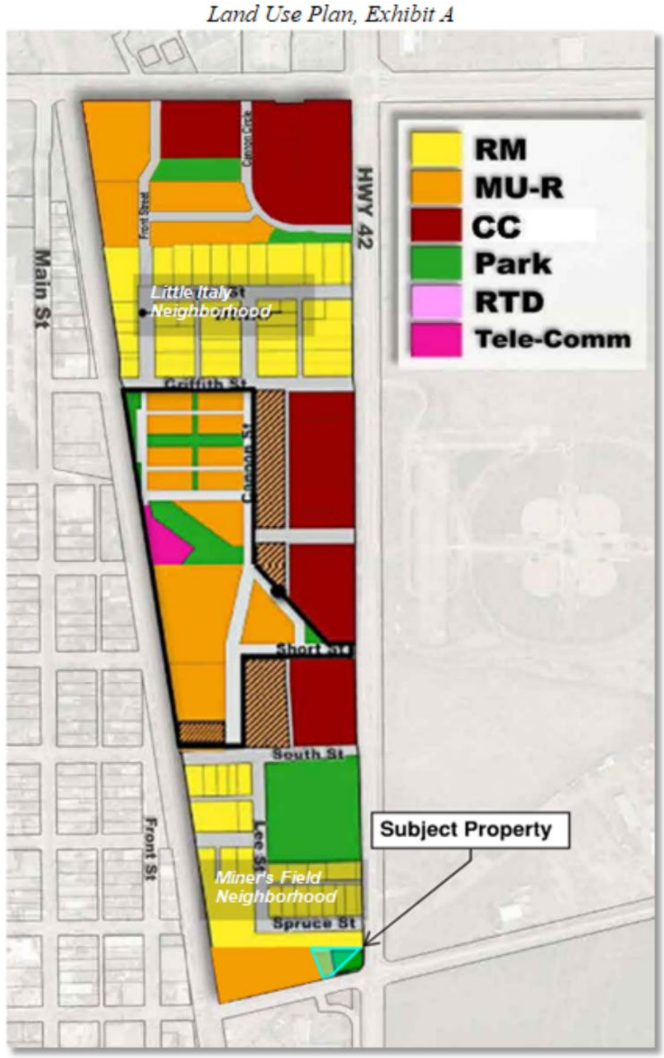
The property at 1155 Pine Street is developed with a single-family home and includes a caboose and railcar as accessory structures to the primary residential use. The property is at a prominent location at the corner of Pine Street and Hwy 42, which is a primary gateway into Downtown. The lot is approximately 10,220 square feet in size and is unplatted. It is located within the Commercial Community (CC) Zoning District and within the area recognized as eastern-most portion of Downtown Louisville. The property is also adjacent to a small parcel identified as a City park.

This portion of downtown was not formally subdivided into standard lots and blocks, a pattern that is historically associated with the presence of coal mining activity and the configuration of three intersecting railroad tracks that once formed a “wye” used for turning trains in the area. Although the rail spurs have since been removed, the area between the existing BNSF rail line and Highway 42 continues to reflect the historic, non-standard development pattern shaped by these early industrial uses.

Historical records indicate that five of the six existing houses on the north side of Pine Street east of the railroad tracks, including 1155 Pine Street, were likely constructed in the mid-1920s, with 1155 Pine Street estimated to have been constructed circa 1920–1925.

The subject property is located within the Highway 42 Revitalization Area, established through the 2003 Highway 42 Revitalization Area Framework Plan and the Highway 42 Revitalization Area Comprehensive Plan Amendment. To implement these plans, the City established the Mixed-Use Zone District Overlay (Louisville Municipal Code (LMC) Chapter 17.14) and adopted the Mixed Use Development Design Standards and Guidelines (MUDDSG), which apply to properties within the district.

Land Use Plan, Exhibit A



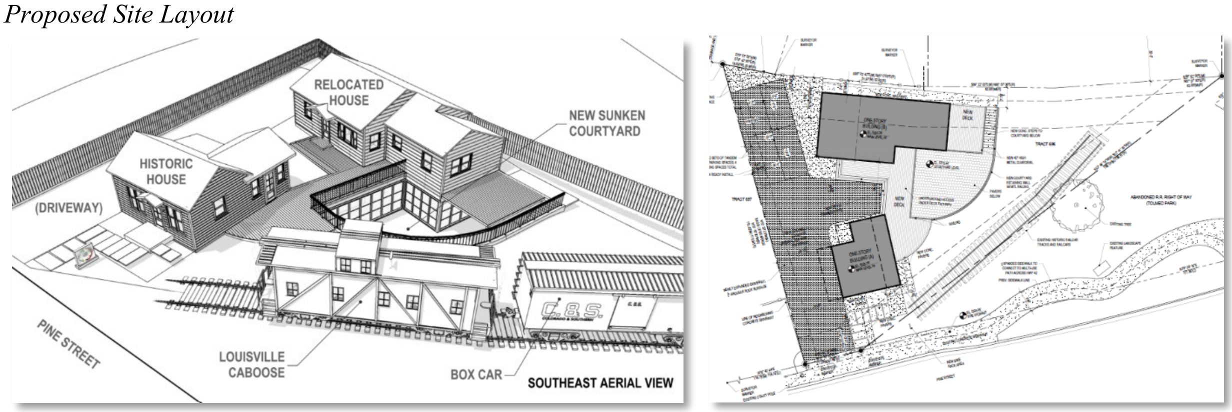
The property is also located within the Highway 42 Urban Renewal Area, governed by an adopted Urban Renewal Plan intended to reduce or eliminate blight, stimulate growth and reinvestment, and promote appropriate land uses consistent with local objectives (Urban Renewal Plan Sec. 1.3).

Pursuant to LMC Section 17.14.020, any property within the Revitalization Area that undergoes new development or redevelopment must be rezoned to a zoning district consistent with the Land Use Plan, Exhibit A (Attachment 3) adopted with the Highway 42 Revitalization Area Plan (referred to in this report as the Mixed-Use Zone District Overlay). The Land Use Plan and associated policy documents, including the Highway 42 Revitalization Area Plan, were adopted to promote coordinated mixed-use redevelopment in support of a future transit rail corridor.

When the Mixed-Use Zone District Overlay was adopted, both the “Little Italy” and “Minor’s Field” neighborhoods were excluded from the mandatory rezoning requirement in LMC Section 17.14.020 due to a desire to maintain the historic nature of these neighborhoods (see yellow areas of Land Use Plan, Exhibit A). The string of residential lots between the railroad tracks and Highway 42 north of Pine Street were not included in the historic neighborhood areas excluded from the mandatory rezoning requirements. The purpose was to promote redevelopment along this string of properties to create a gateway into Downtown that matches the desired Mixed-Use Zone District Overlay goals in support of the future Louisville rail station.

DEVELOPMENT PROPOSAL:
The proposed development includes relocating a historic house to the property. The applicant proposes connecting the existing and relocated homes via an underground corridor. The house fronting Pine Street would constitute the commercial component of the unit to meet the requirements of a Live-Work unit fronting the adjoining street. The two train cars would also be retained on the property.

Proposed Site Layout



With the requested CC zoning, the zoning code requires approval of a Planned Unit Development (PUD) application for the development. The current PUD plan documents are included as Attachment No. 2. Because the property is unplatted, the applicant would also need to apply for a subdivision plat approval. The subdivision plat would address issues such as the establishment of any needed easements for utilities and drainage and confirm the lot boundaries.

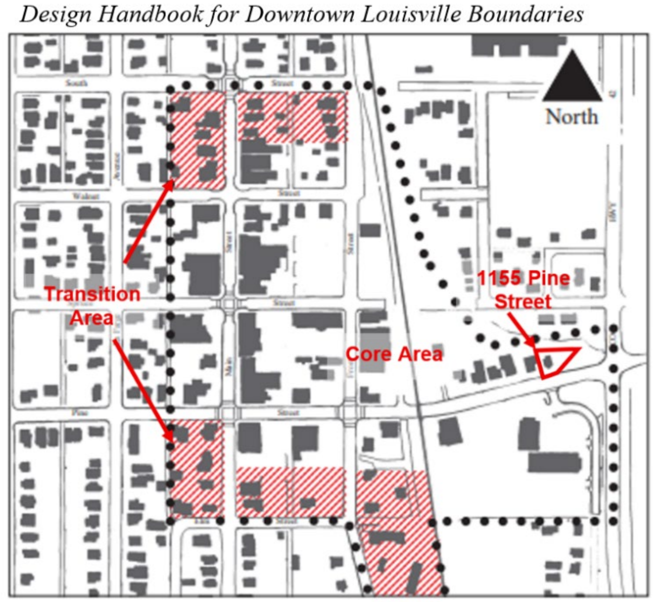
In addition, the applicant intends to pursue a historic landmark designation on the property and Historic Preservation Fund grants for rehabilitation and restoration of the historic structures, which would prohibit any future redevelopment of the property inconsistent with historic preservation design standards.

ANALYSIS:

Zoning and Policy Alignment

The applicant is proposing the removal of the property from the Mixed-Use Zone District Overlay and a CC zoning designation because the development does not meet the intent of the Mixed-Use Zone District Overlay or MUDDSG requirements. With the requested change in zoning designation, the property would be subject to the Design Handbook for Downtown Louisville (Design Handbook). The area that is subject to the Design Handbook is divided into a Transition Area and Core Area, with the Transition Area intended to be less intensive and dense considering the adjacency to historic residential areas. The Subject Property is within the Core Area, which is intended for more intensive and dense mixed commercial development.

Design Handbook for Downtown Louisville Boundaries



Relevant Design Handbook standards are outlined under the General Standards (pp. 15-31) and Core Area Standards (pp 33-40). There are no prescribed minimum setbacks for the Core Area, and the Core Area policies are meant to compliment the traditional building forms seen on Main Street and Front Street by creating ground floor commercial storefronts with two-story and tall one-story facades and to encourage pedestrian activity. Staff notes that the existing residential buildings on this stretch of Pine Street between the railroad tracks and Hwy 42 do not currently match the traditional building form seen in the Core Area covering Main and Front Streets. However, the Design Handbook is meant to address both new developments within its boundaries and redevelopments that complement the historic form of Downtown.

Isolating the CC zoning designation for this property could be considered a "spot-zoning" condition. A spot-zoning involves isolating zoning for a single small property among a larger group of properties with uniform zoning standards. This type of zoning is generally undesirable if it is inconsistent with the city's land use plans and policies. If this property were to be removed from the Mixed-Use Zone District Overlay, the remaining properties on the north side of Pine Street between the railroad and Hwy 42 would still be required to rezone to the MU-R district. The parcel three lots to the west at 1125 Pine Street has already rezoned to the MU-R district under the Mixed-Use Zone District Overlay rezoning requirement, although it has not been redeveloped yet. Because of a concern for spot-zoning and having an inconsistent redevelopment policy in this area, if Council is supportive of removal of 1155 Pine Street from the Mixed-Use

Zone District Overlay, staff would likely recommend consideration of changing the designation for all six properties on the north side of Pine Street between the railroad and Hwy 42.

In addition, if a rezoning were approved concurrent with PUD development plans, it is possible that the PUD would never be implemented but the rezoning would stay in effect and influence future development on the property regardless of the current applicant's intentions for the property. PUDs expire after three years if not implemented but rezonings cannot be conditional on PUD implementation.

Landmark Designation

Were landmark designation to be granted, any proposed changes, such as additions, façade updates, or demolition, must be reviewed and approved by the Historic Preservation Commission to ensure consistency with the property's historic character. The limitations on redevelopment imposed by landmark status would constrain the site's ability to implement plan-supported reinvestment and long-range redevelopment goals envisioned in the Highway 42 Revitalization Area Plan. The development restrictions would also limit the ability for a uniform development for the Pine Street properties between the railroad and Hwy 42 consistent with the Mixed-Use Zone District Overlay.

Future Transit

The City established the Highway 42 Revitalization Plan and Framework Plan to guide reinvestment and redevelopment in the Highway 42 corridor, with the intent of supporting a future commuter rail station in Louisville. In recent months, regional momentum has increased toward expanding passenger rail service along the Front Range. RTD continues long-range planning for the extension of the B Line from Westminster to Longmont, which would include potential stations in Broomfield, Louisville, Boulder, and Longmont. At the same time, the Front Range Passenger Rail District is actively advancing an inter-city rail service from Pueblo to Fort Collins, with opportunity to work jointly with RTD to implement a first phase implementing the B Line. Both initiatives include alignments through Louisville, reaffirming the City's policies to develop a mixed-use transit supportive development around Louisville's transit station.

The following summarizes recent plan and policy changes that support advancing commuter rail service with a station in Louisville:

- RTD completion of the Northwest Rail Peak Service Feasibility Study in 2024. The City participated in study along with other Northwest are jurisdictions, including significant station area planning that considered locating its rail station in the vicinity of South Street in DELO.

- In March of 2025, RTD/CDOT/Front Range Passenger Rail District (FRPRD) completed the first steps of an implementation plan submitted to the State

House and Governor for implementation of shared rail service for the Northwest corridor. The Northwest Fixed Guideway Corridor Report concludes that plans for shared service in this corridor are feasible and funding is available through Senate Bill 24-184, Senate Bill 24-230, and a federal CRISI (Consolidated Rail Infrastructure and Safety Improvement) grant already approved for Front Range Rail.

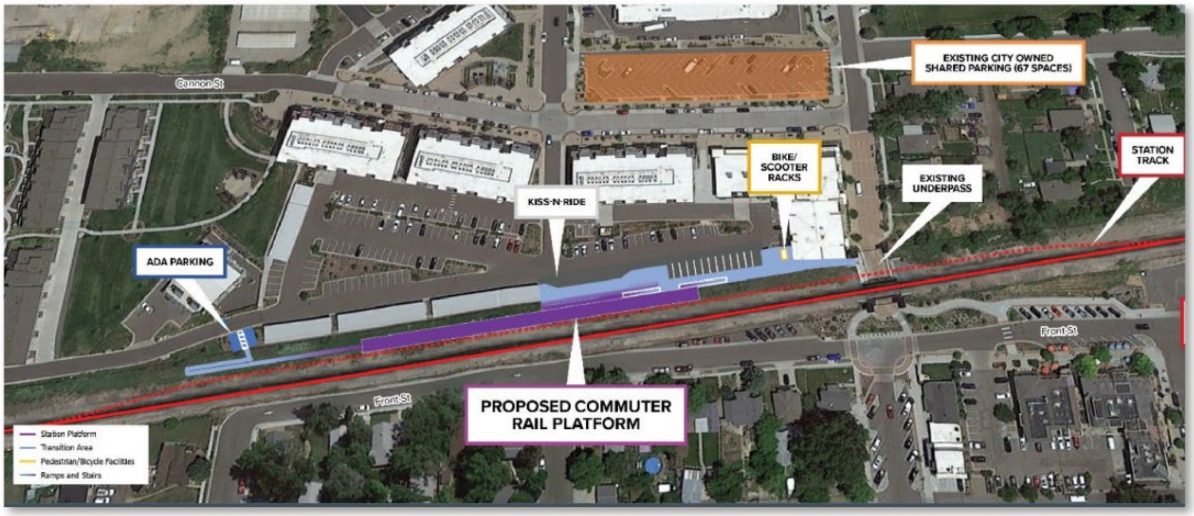
- In June of 2025, RTD, CDOT, FRPRD, the Colorado Transportation Investment Office (CTIO), the Clean Transit Enterprise (CTE), and the Governor entered into an inter-agency agreement to jointly negotiate an access agreement with Burlington Northern Santa Fe (BNSF) in order to implement passenger rail service on the Northwest Rail corridor.

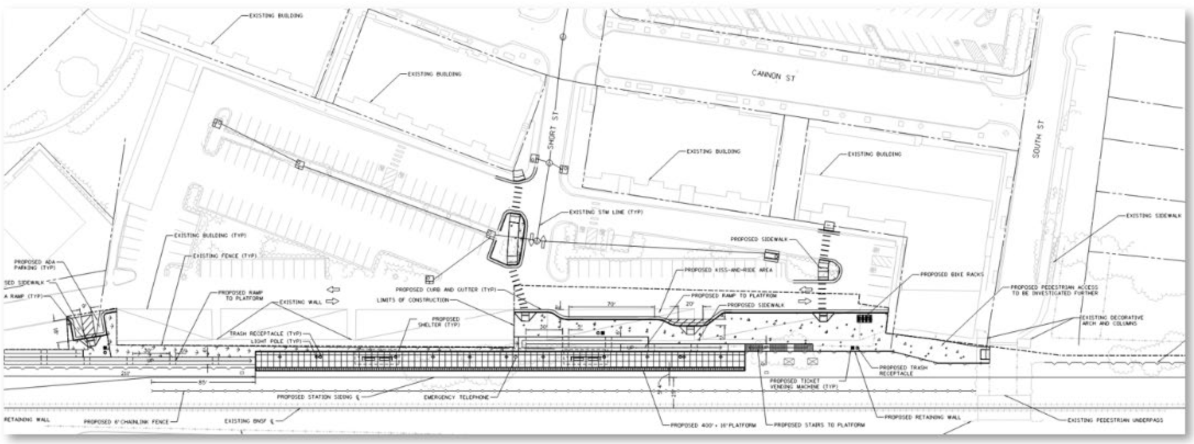
- Senate Bill 24-184 specifically address Northwest Rail implementation and assesses a fee on rental vehicles to fund improvements.

- Senate Bill 24-230 established a new fee on Oil and Gas Production with a portion of these funds designed for funding passenger rail service.

As part of the 2024 Northwest Rail Peak Service Feasibility Study, staff coordinated with RTD to create a conceptual rail station design. The planning effort focused on a station located in the vicinity of the South Street underpass where the original station was planned prior to 2015. In 2015, the DELO apartment development was approved, but did not reserve adequate room for a station area with ideal infrastructure, such as areas for passenger drop-off and bus circulation areas. Keeping the station at this location with the 2024 Northwest Rail Peak Service Feasibility Study was mostly driven by the the South Street Underpass location, which was constructed largely to support the rail station. The type of heavy commuter rail planned for this corridor does not allow pedestrian crossing of the tracks, as does light rail. Thus, having an underpass or established pedestrian surface crossing at an existing street crossing, for example, is necessary for rail patrons to access both sides of the track.

Conceptual South Street Commuter Rail Station Layout





In exploring the station area design as part of the 2024 Northwest Rail Peak Service Feasibility Study, other feasibility issues arose. Namely, BNSF has expressed a desire to reserve space for double tracks for freight service. This results in the need for an additional siding track that may not be able to be accommodated by the existing South Street underpass abutments.

If the Northwest Rail plans continue to progress, it is possible the City would want to reevaluate its preferred station area locations. One alternative could be moving the station closer to the vicinity of Pine Street. If this does occur, the location of the Mixed-Use Zone District Overlay in the vicinity of Pine Street could be even more critical in establishing transit-supportive development near the station.

While the exact location of a future station or platform has not yet been determined, the City may wish to preserve viable siting options as planning efforts advance. By upholding the adopted land use policies and design standards of the Highway 42 Revitalization Plan, including the administration of the Mixed-Use Zone District Overlay, the City ensures that key sites within the corridor remain functionally and physically capable of supporting future rail infrastructure.

2025 COUNCIL WORK PLAN:
This item is not part of the 2025 Council Work Plan.

FISCAL IMPACT:
Budgeted?: **Not Applicable**

ALTERNATIVE(S):
Alternatives are not provided with Concept Plan applications.

RECOMMENDATION:
Staff does not provide specific recommendations for Concept Plan applications.

PUBLIC COMMENTS:
No public comments have been received as of the date of this report.

ATTACHMENTS:
1. Application
2. PUD Plans
3. Land Use Plan, Exhibit A
4. Presentation

City of Louisville
COLORADO • SINCE 1878

Community Development Department

749 Main Street • Louisville CO 80027 • 303.335.4592 • www.louisvilleco.gov

Development Review Application Form

Please complete this form and include it with the submittal documents for your development review application. Applications will not be processed until all required information is provided to the satisfaction of the City of Louisville Planning Department.

Property Information

Common Address(es): 1155 PINE ST

Legal Description:

Lot ________ Block ________ Subdivision SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

Lot Area: 10,150.94 Sq. Ft. or ________ Acres

LAND USE PROCESS (check all that apply)

- ☐ Annexation
- ☒ Concept Plan
- ☐ Easement Vacation
- ☐ Oil and Gas
- ☐ General Development Plan (GDP)
  - ☐ Amendment
  - ☐ New GDP
- ☐ Planned Unit Development (PUD)
  - ☐ Amendment
  - ☐ Preliminary
  - ☐ New PUD
- ☐ Rezoning
- ☐ Special Review Use (SRU)
  - ☐ Amendment
  - ☐ New SRU
- ☐ Subdivision
  - ☐ Final or Replat
  - ☐ Preliminary Plat
- ☐ Temporary Use Permit
- ☐ Variance
- ☐ Vested Property Right
- ☐ Wireless Facility
- ☐ Other: ________________

PROJECT DESCRIPTION:

A concept plan hearing is being requested to discuss a discretionary zoning/map amendment to remain in the CC zoning district despite an automatic rezoning to MU-R. The automatic rezoning to MU-R is being triggered by the proposed development outlined in the current PUD application.

The concept plan meeting is requested to discuss the discretionary zoning/map amendment request, the current PUD application, and subdivision plat.

Property Owner Information

Name: TRAVIS RAMOS Entity (if applicable) ________________

Address: 731 PINE NEEDLE LN, LOUISVILLE, CO 80027

Phone: 720-382-8727 Email: RAMOSFAMILY@THELOUISVILLECABOOSE.COM

Application Representative Information

Name: ANDY JOHNSON Entity (if applicable) ________________

Address: 922A MAIN ST, LOUISVILLE, CO 80027

Phone: 303-527-1100 Email: ANDY@DAJDESIGN.COM

Certification/Signature

I certify that the information I have submitted is true and correct to the best of my knowledge and in filing the application and submittal documents, I am acting as and/or with the knowledge and consent of those persons who are owners of the subject property or are parties to this application.

Signature*	Print Name	Date
	Andy Johnson	June 2, 20025

***If acting as a representative/agent of the owner, include written authorization from the owner that certifies the agent's right to submit this application**

922A MAIN STREET
LOUISVILLE, CO 80027
T (303) 527-1100
INFO@DAJDESIGN.COM
WWW.DAJDESIGN.COM

October 30, 2024

Matt Post
City of Louisville
Planning Department
749 Main Street
Louisville, CO 80027

RE: 1155 PINE PUD (THE LOUISVILLE RAILYARDS)

Dear Mr. Post,

We are pleased to present the planned development of the 0.236-acre property located at 1155 Pine St. The property is located at the northwest corner of the intersection of Pine Street and Courtesy Road (CO HWY 42). The property falls within the boundaries of the Highway 42 Revitalization Area Framework Plan and the boundaries established in the Design Handbook for Downtown Louisville. The property is currently zoned Commercial Community Zone District (CC). However, the building improvements to the property meets the threshold requirements for an automatic rezoning to the Residential Mixed Use Zone District (MU-R) per the Highway 42 Revitalization Area Comprehensive Plan Amendment. The Mixed Use Development Design Standards and Guidelines (MUDDSG) will be used to determine compliance with the MU-R zoning district.

1155 Pine St is located adjacent to the City of Louisville's Tolmeo Park, which was previously where railcars servicing the local mines would run on a section of curving railroad tracks. The Louisville Sanitation District used the land for a sanitary sewer main, and after the District was dissolved the City later beautified the property and dedicated it as a City park and the primary entry into downtown Louisville.

Currently, the 1155 Pine property consists of a single lot with one residential structure and two antique railcars placed on relocated railroad tracks. The residential structure reportedly dates back to 1900 for its original construction date, and a Historic Structure Assessment was completed in 2024 to determine its eligibility for a landmark status under Louisville's local historic preservation program. The two antique rail cars were placed on the property in 2023 after being saved from demolition on a nearby Louisville site. Existing access to the property is from a driveway on the southwest corner of the lot off of Pine Street.

The scope of work described in the proposed PUD includes:

- Relocation of the original historic 524 sf residential structure to the east by 5'-5".
- New 1,015 sf addition to the north of the original historic structure. The addition will be accomplished by moving a second historic structure to the property and connecting both structures with a subterranean corridor that opens on one side to a below grade courtyard. A walkable deck will be installed over the new subterranean space now under the main level of the expanded structure.
- New basement space will be included under the original structure and the new addition.

- Maintenance of the historic rail cars located on the east side of the property.
- Widening the drive access from 12'-4" to 20'-0". The location of the drive access on the property will remain relatively unchanged, and will continue to access Pine St.
- A separate application with Historic Preservation will include a landmark request, alteration certificate, and grant request for both the original structure and the new building addition.

922A MAIN STREET
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The intended use for building is to be Live-Work. The original historic structure fronting Pine St will act as the "work" component with separate business entry through the front door along Pine St. The new addition and new basement extending below and between both buildings will act as the "live" component, and will be one dwelling unit.

The site's use will aim to be functionally low-impact on the surrounding area and neighborhood, yet provide a historic, quaint, warm visual 'welcome' to people coming into downtown at the East Gateway to Louisville. No phasing is planned with the project, and it is anticipated to be completed within 6-8 months after the approval of the required building permits.

Upon review of the MUDDSG, several sections stood out to be items of clarification and/or items not able to be met by the proposed development. Below is a list of those section identified for discussion:

1. Street and Block Design Standards.

- We are requesting relief from the entire Section 1 of the MUDDSG as it does not apply to this property or its development.

4.1. Off-Street Parking
3-or-more-bedroom unit Minimum: 2.0 spaces per unit. Professional and Business Office Minimum: 1 space per 500 square feet of GLA Maximum: 125% of minimum required spaces.

- 2 spaces are being provided for the residential component of the Live-Work use, and 2 spaces are being provided for the commercial component based on the requirements of the code. The spaces are arranged in tandem with two spaces per row.

5.1. General Connectivity Standards.

- An expansion of the existing sidewalk is being proposed from a 4' sidewalk to an 8' wide multi-use path that is intended to connect to the signalized crosswalk being proposed by the development to the east at 1303 Empire Road. The new path will be constructed across the City park property to the right-of-way at Hwy 42 / Courtesy Road.

5.5. Bicycle Parking Standards
Provide one (1) bicycle parking space for every ten (10) required off-street automobile parking spaces up to a total of twenty (20) bicycle parking spaces.

- A minimum of one bike parking space will be provided.

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6.3. Provision of On-Site Amenities
B. In addition, development on sites smaller than one (1) acre shall incorporate at least one (1) of the following on-site amenities or features, and developments on sites one (1) acre or larger shall incorporate at least two (2) of the following on-site amenities or features, as highly-visible, easily-accessible, focal points or gathering places for residents, employees, or other visitors to the development site.
The property will have a number of amenities and features for the residents and guests to enjoy, including: antique railcars which will be open at select times for tours available to the public, outdoor deck spaces, and a subterranean open courtyard. All amenities are highly visible, easy to access, and strong focal points and gathering places.

6.4. Buildings Adjacent to Outdoor Amenities. *Providing good public visibility of outdoor amenities is intended to encourage pedestrian use of on-site outdoor amenities, while at the same time enhancing the security of such places.*

- Same as above

7. Landscaping and Buffers
B. Applicability of Parking Lot Buffer Provisions. *In the MU-R and CC Districts, the perimeter of all surface parking lots adjacent to a public plaza, park, or public or private street (including alleys) shall be screened from view.*

- The perimeter of the parking will be screened on two sides by a privacy fence and one side by the building. The side open to the drive access will be impossible to screen, however it is set back toward the rear of the property as far as possible and tucked into the northwest corner. It is the least visible portion of the property. No waiver is being requested, and we are asking that the circumstances of the parking area qualify to comply with the intent of the code.

7.3. Parking Lot Landscaping.
B. Interior and Perimeter Parking Lot Landscaping.
1. Perimeter Landscaping. Except for the parking lot buffer required by subsection 7.1.B. above, perimeter parking lot landscaping is not required in the MU-R District.
2. Interior Parking Lot Landscaping. a. Applicability. The parking lot interior landscaping requirements shall apply to all new off-street surface parking lots with more than five (5) parking spaces and to existing lots that are expanded by more than twenty-five percent (25%) of existing spaces.
E. Spacing of Required Trees. One (1) tree shall be provided for every 300 square feet of internal landscaped area. (S)

- 1 tree will be provided per 300sf of landscaped area. __ number of trees are being provided.

7.4. Building Site Landscaping.
1. Minimum Landscape Area
a. The minimum landscape area required within each building site shall be ten (10) percent in the MU-R District.

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- 3,450 sf of landscaping is provided, which is 34% of the overall property area.

8.3. Building Setback and Height Transitions Required
B. Development Abutting Residential Zone District or Separated by Alley (Rear or Side Transition).
1. Required Building Setbacks. All buildings and structures on the MU-R or CC zoned property shall be setback a minimum of fifteen (15) feet from the rear property line of the R-L or R-M residential use. If the MU-R or CC zoned property abuts the residential use's side yard or property line (rather than its rear yard), the minimum setback for a building or structure on the MU-R zoned property shall be five (5) feet. The maximum building setback applicable in the zone district, as stated in Section 17.14.060 of the Zoning Ordinance, shall apply.

- We are requesting relief from the required 15' rear setback, and requesting a waiver to allow a 5' rear setback. The property directly to the north is located in the R-M zoning district, however a 20' wide drainage and irrigation easement runs along their south property line (1155 Pine's north property line). That easement will presumably remain in perpetuity and therefore is a permanent buffer to any adjacent development to the north by more than the required setbacks if both properties were to be rezoned as MU-R.

9. Architectural and Building Design.
9.3. Building Massing, Forms, Prominent Entries, and Pedestrian Scale. The policy, standards, and guidelines for building massing, forms, and pedestrian scale shall apply in the MU-R and CC Zone Districts.
B. Ground Floor Façade Design—Doors and Windows. The following standards shall apply to the facades of all buildings in the MU-R District.
1. Amount of Openings Required—Ground Floor Facades. In the MU-R Zone District, a minimum of thirty-five (35) percent of the total wall area of each street-facing ground floor building façade shall consist of pedestrian entrances (doors), windows, and/or vehicle entry drives. The thirty-five (35) percent shall be measured using elevation views of the building plan, and "ground floor" shall be measured from floor plate to floor plate.

- The original historic structure faces Pine St and is the front face of the development. Due to the building's historic nature and the owner's desire to obtain a landmark designation for this building, the front elevation of the building will remain the same insofar as the building is historically preserved. We are requesting a waiver to allow the total wall area with windows and door for the street facing facade to be 20% instead of the required 35%.

In review of Sec. 17.14.060 Table 3 of the Municipal code, there are three items where we are requesting relief through the waiver process:

Minimum Lot Width - 40ft

- The property is irregularly shaped and cannot accommodate the required minimum 40ft width, therefore we are requesting a waiver to allow the existing property footprint to satisfy the code requirements.

Minimum Building Coverage - 40%

- The historic building and its addition by way of additional historic structure being moved to the site does not meet the minimum requirement. The original structure plus the addition and decks total 23.5% of building coverage on the site. We are requesting a waiver to allow 23.5% to satisfy the code requirements.

Building Height (Principal Buildings) - Minimum: 2 Stories and 35 feet

The historic building and its addition are both one-story structures. A historic landmark designation would not allow either structure to be altered to a 2-story structure, nor would that be compatible with the project's goals. We are requesting a waiver to not require a minimum two-story, 35 feet to satisfy the code requirements.

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Please contact me if you have any questions. Thanks!

Regards,

Andy Johnson, AIA

THE RAILYARD AT LOUISVILLE PUD
SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

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OWNERSHIP SIGNATURE BLOCK:

THE UNDERSIGNED AS THE OWNER OF THE LANDS DESCRIBED HEREIN, HEREBY AGREES ON BEHALF OF ITSELF, AND ITS HEIRS, SUCCESSORS AND ASSIGNS TO DEVELOP AND MAINTAIN THE PROPERTY DESCRIBED HEREON IN ACCORDANCE AND COMPLIANCE WITH THIS APPROVED PLAN AND THE LOUISVILLE MUNICIPAL CODE.

____
TRAVIS RYAN RAMOS AND LAURA LEIGH

SIGNED BEFORE ME ON ________ DAY OF ________ , 20 ______

BY: ____________________

____________________ SEAL:
NOTARY SIGNATURE

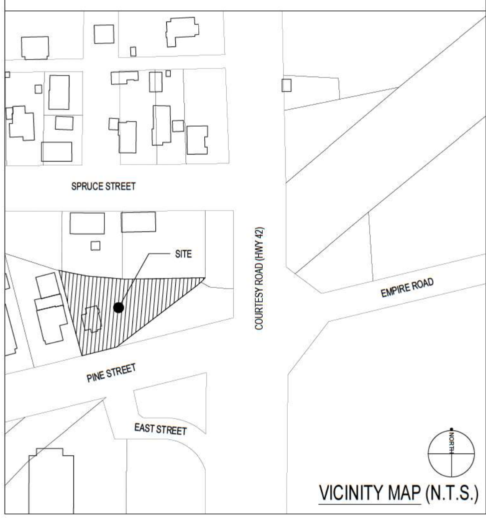
____
TITLE OF OFFICE

MY COMMISSION EXPIRES ____________________

DIRECTOR OF COMMUNITY DEVELOPMENT CERTIFICATE

APPROVED THIS ________ DAY OF ________, 20__ BY THE DIRECTOR OF COMMUNITY DEVELOPMENT OF THE CITY OF LOUISVILLE, COLORADO.

BY ____________________
DIRECTOR OF COMMUNITY DEVELOPMENT



VICINITY MAP (N.T.S.)

PROJECT DESCRIPTION:

RELOCATION AND ADDITION TO ORIGINAL HISTORIC RESIDENTIAL STRUCTURE TO ALLOW FOR LIVE-WORK USE.

WAIVER REQUESTS:

1. MUDDSG SECTION 1 STREET AND BLOCK DESIGN: DOES NOT APPLY TO THIS PROPERTY OR DEVELOPMENT.
2. MUDDSG SECTION 8.3 BUILDING SETBACK: REQUEST TO ALLOW 5'-0" REAR SETBACK. A 20'-0" DRAINAGE EASEMENT EXISTS BETWEEN SITE AND R-M ZONED LOT TO THE NORTH PROVIDING A PERMANENT BUFFER BETWEEN LOTS.
3. MUDDSG 9.3 GROUND FLOOR FACADES: DESIRE FOR A LANDMARK DESIGNATION AIMS TO PRESERVE FRONT STREET-FACING ELEVATION OF BUILDING RESULTING IN WINDOW AND DOOR AREA OF 20% OF FACADE INSTEAD OF 35%.
4. MUNICIPAL CODE 17.14 BUILDING HEIGHT: BOTH BUILDINGS ARE HISTORIC ONE-STORY STRUCTURES. A HISTORIC LANDMARK DESIGNATION WOULD NOT ALLOW EITHER STRUCTURE TO BE ALTERED TO TWO-STORY STRUCTURES.
5. MUNICIPAL CODE 17.14 MINIMUM BUILDING COVERAGE OF 40%: REQUEST TO APPROVE BUILDING COVERAGE OF THE HISTORIC STRUCTURES AND NEW DECK ADDITIONS AMOUNTING TO 23.5%.
6. MUNICIPAL CODE 17.14 MINIMUM LOT WIDTH OF 40FT: PROPERTY BOUNDARY IS IRREGULARLY SHAPED.

PROJECT HISTORY LIST

PUD APPLICATION	10.30.2024

GENERAL NOTES:

1. THE CITY OF LOUISVILLE IS NOT RESPONSIBLE FOR DAMAGE TO OR REPAIR OF MONUMENT SIGNS, PAVEMENT SURFACES, OR LANDSCAPING CAUSED DURING REPAIR OR MAINTENANCE OF UTILITIES LOCATED WITHIN PUBLIC UTILITY EASEMENTS.
2. PROPERTY OWNER SHALL REPLACE EXISTING CURB AND GUTTER THAT HAS SETTLED OR IS OTHERWISE DAMAGED ADJACENT THE SITE.

PROJECT DATA

OWNER INFO:	TRAVIS RYAN RAMOS AND LAURA LEIGH
OWNER CONTACT:	TRAVIS RAMOS T.720.382.8727 RAMOSFAMILY@THELOUISVILLECABOOSE.COM
ZONING:	CURRENT:COMMERCIAL COMMUNITY (CC) ZONE DISTRICT PROPOSED: MU-R
APPROVED CODES:	LOUISVILLE MUNICIPAL CODE; MIXED USE DEVELOPMENT DESIGN STANDARDS AND GUIDELINES

PROJECT TEAM

ARCHITECT:	DAJ DESIGN 922A MAIN STREET LOUISVILLE, CO 80027 T.303.527.1100
CIVIL ENGINEER:	
MEP ENGINEER:	

SHEET INDEX

SITE DATA TABLE

TOTAL SITE AREA:		10,150.94 SF
	REQUIRED	PROPOSED
BUILDING COVERAGE		
BUILDING/DECK:	4,060 SF (40% MAX.)	2,382 SF (23.5%)
PARKING/DRIVE:		2,428 SF (24%)
HARDSCAPE:		1,187 SF (11.7%)
LANDSCAPE:	1,015 SF (10% MIN.)	3,459 SF (34.1%)
HISTORIC RAIL CARS:		668 SF (6.6%)
BUILDING HEIGHT	MAXIMUM	PROPOSED
HIGHEST GRADE ELEV.:	NA	5325.26'
LOWEST GRADE ELEV.:	NA	5323.0'
MAX. BUILDING HT.:	35'-0"	17'-6"
BUILDING AREAS	MAXIMUM	PROPOSED
BASEMENT:	NA	1,974 SF
MAIN LEVEL:		
GROSS AREA (A)	NA	524 SF
GROSS AREA (B)	NA	1,015 SF
TOTAL MAIN GROSS AREA (A+B):	NA	1,539 SF
BASEMENT + TOTAL MAIN GROSS AREA		3,513 SF
BUILDING SETBACKS	MINIMUM	PROPOSED
FRONT:	10'-0"	20'-7 1/2"
SIDE:	5'-0"	20'-0"
REAR:	15'-0"	5'-0"
PARKING STANDARDS	REQUIRED	PROPOSED
STANDARD SPACES:	2	3
EV PARKING INSTALL:	1	1
TOTAL PARKING:	3	4
BICYCLE PARKING	REQUIRED	PROPOSED
1 PER 10 AUTO SPACES	1	1

SHEET NAME:	SHEET 1 OF 5
COVER SHEET	OCTOBER 30, 2024

THE RAILYARD AT LOUISVILLE PUD
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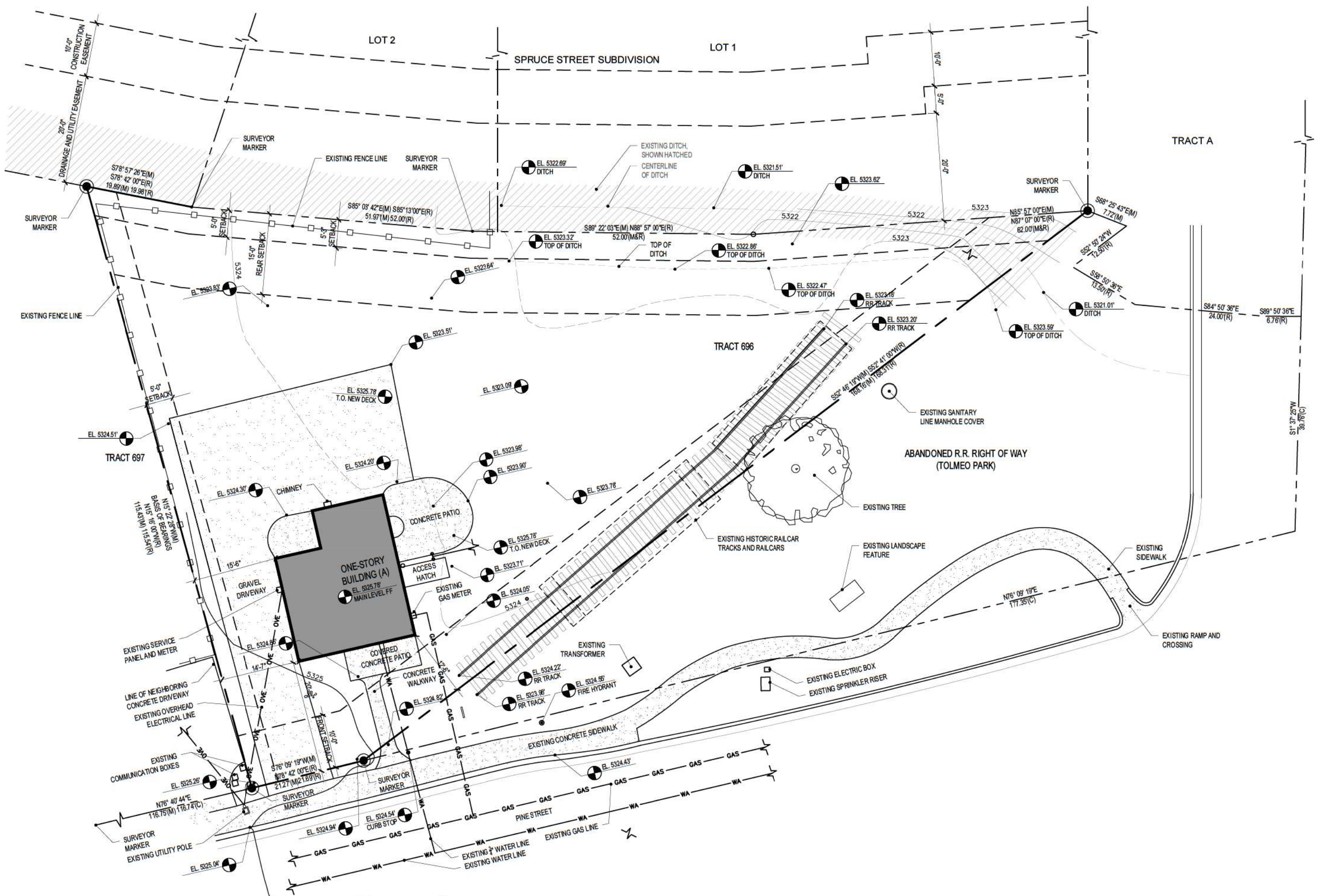
BUILDING ENVELOPE
OVERHEAD BUILDING ENVELOPE
PROPERTY LINE
PROPERTY CORNER
SETBACK
MAJOR CONTOUR
MINOR CONTOUR
PREV. MAJOR CONTOUR
PREV. MINOR CONTOUR
SANITARY LINE — SA —
OVERHEAD ELECTRIC — OVE — OVE —
UNDERGROUND ELECTRIC — UGE —
GAS LINE — GAS — GAS —
WATER LINE — WA —
FENCE
BELOW GRADE PERFORATED PIPE
HOSE BIB - NON-FREEZE, BACKFLOW PREVENTER



1
A1.0
EXISTING PLAN
SCALE: 1" = 10'-0"

SHEET NAME:	SHEET 1 OF 5
EXISTING PLAN	OCTOBER 30, 2024

THE RAILYARD AT LOUISVILLE PUD
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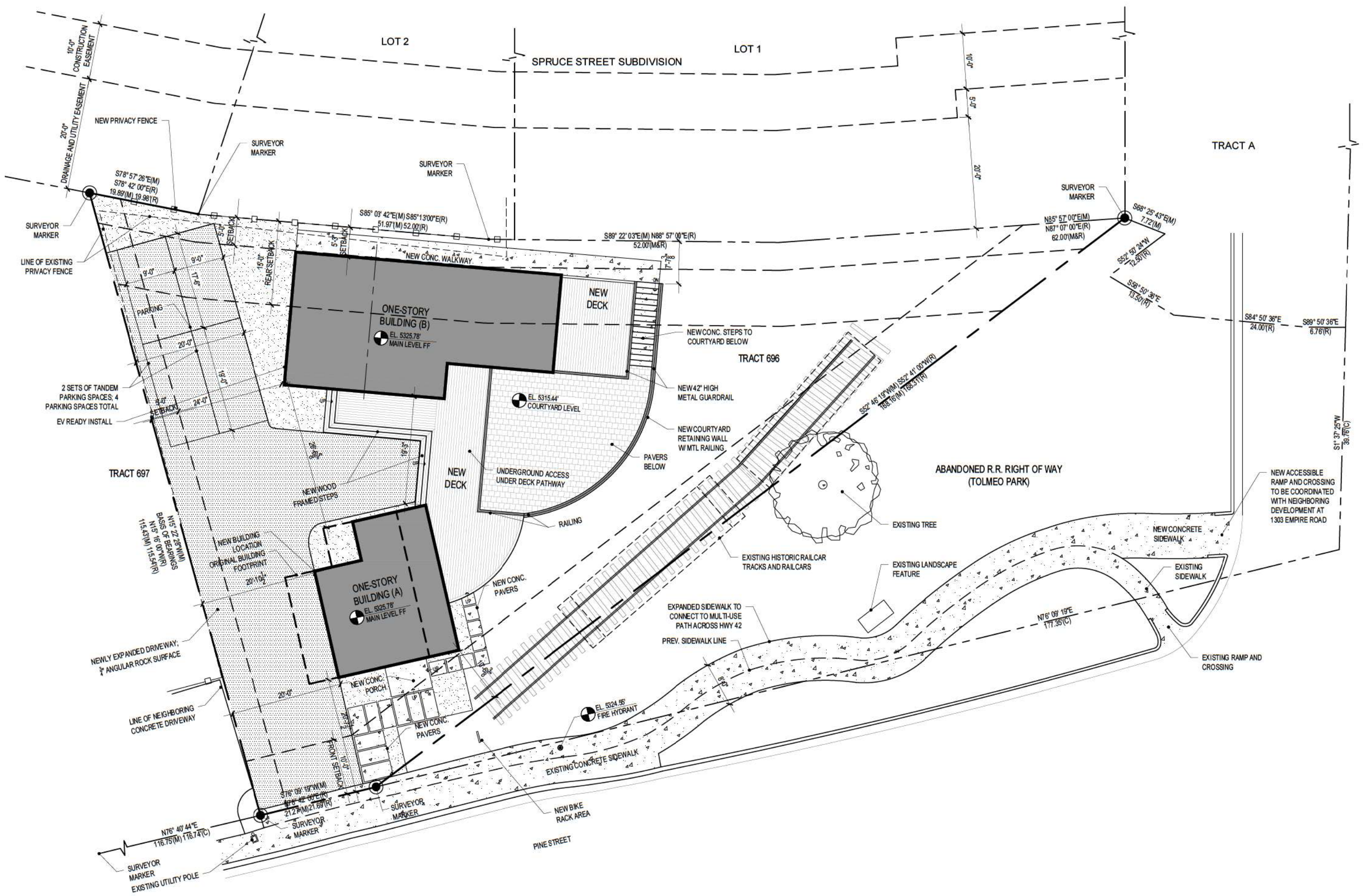

1
A1.1
SITE DEVELOPMENT PLAN
SCALE: 1" = 10'-0"

SHEET NAME: PUD DEVELOPMENT PLAN
SHEET 1 OF 5
OCTOBER 30, 2024

THE RAILYARD AT LOUISVILLE PUD
SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
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- BUILDING ENVELOPE
- OVERHEAD BUILDING ENVELOPE
- PROPERTY LINE
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- MAJOR CONTOUR
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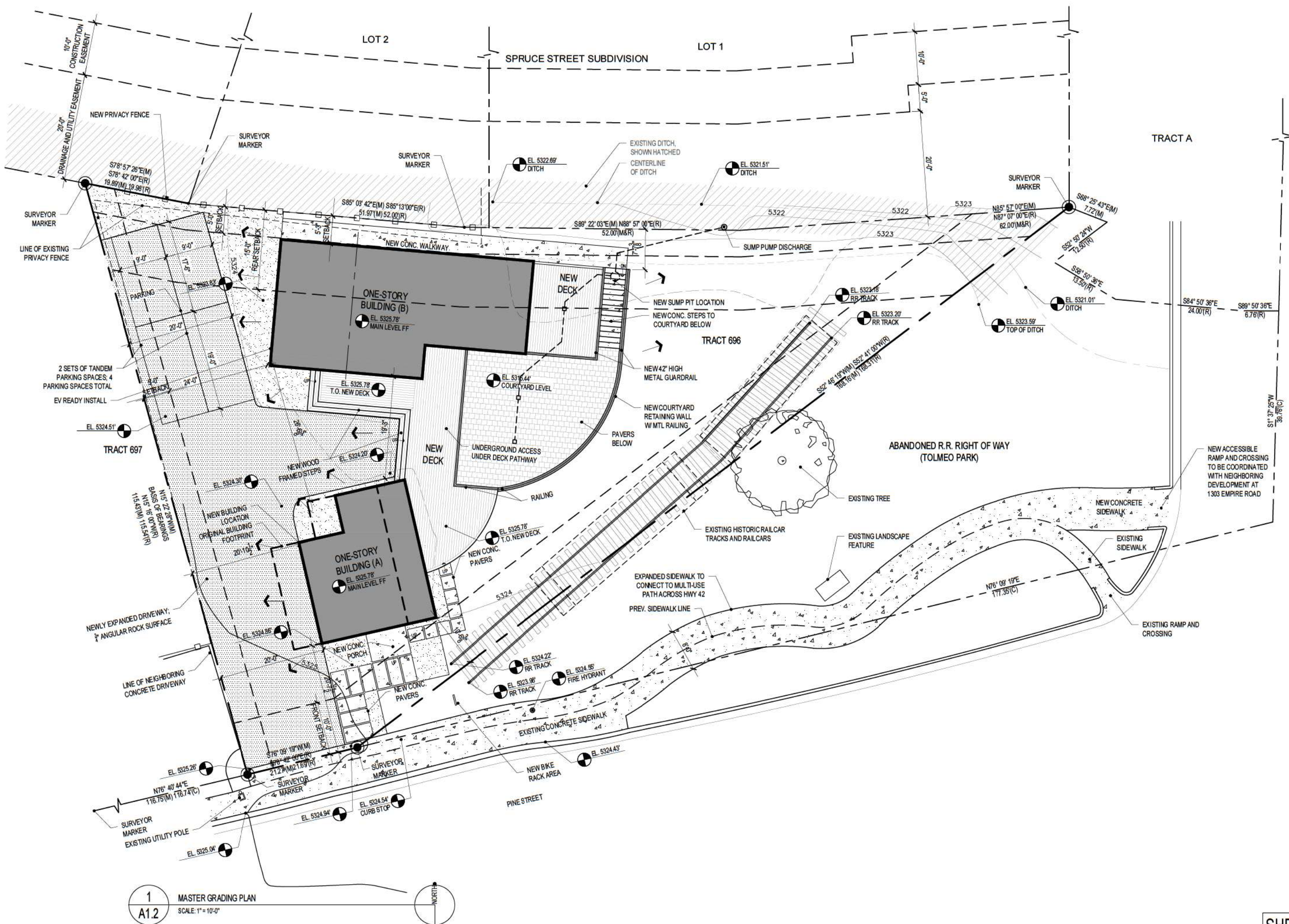

1
A1.2
MASTER GRADING PLAN
SCALE: 1" = 10'-0"

SHEET NAME:	SHEET 1 OF 5
MASTER GRADING PLAN	OCTOBER 30, 2024

THE RAILYARD AT LOUISVILLE PUD
SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
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BUILDING ENVELOPE
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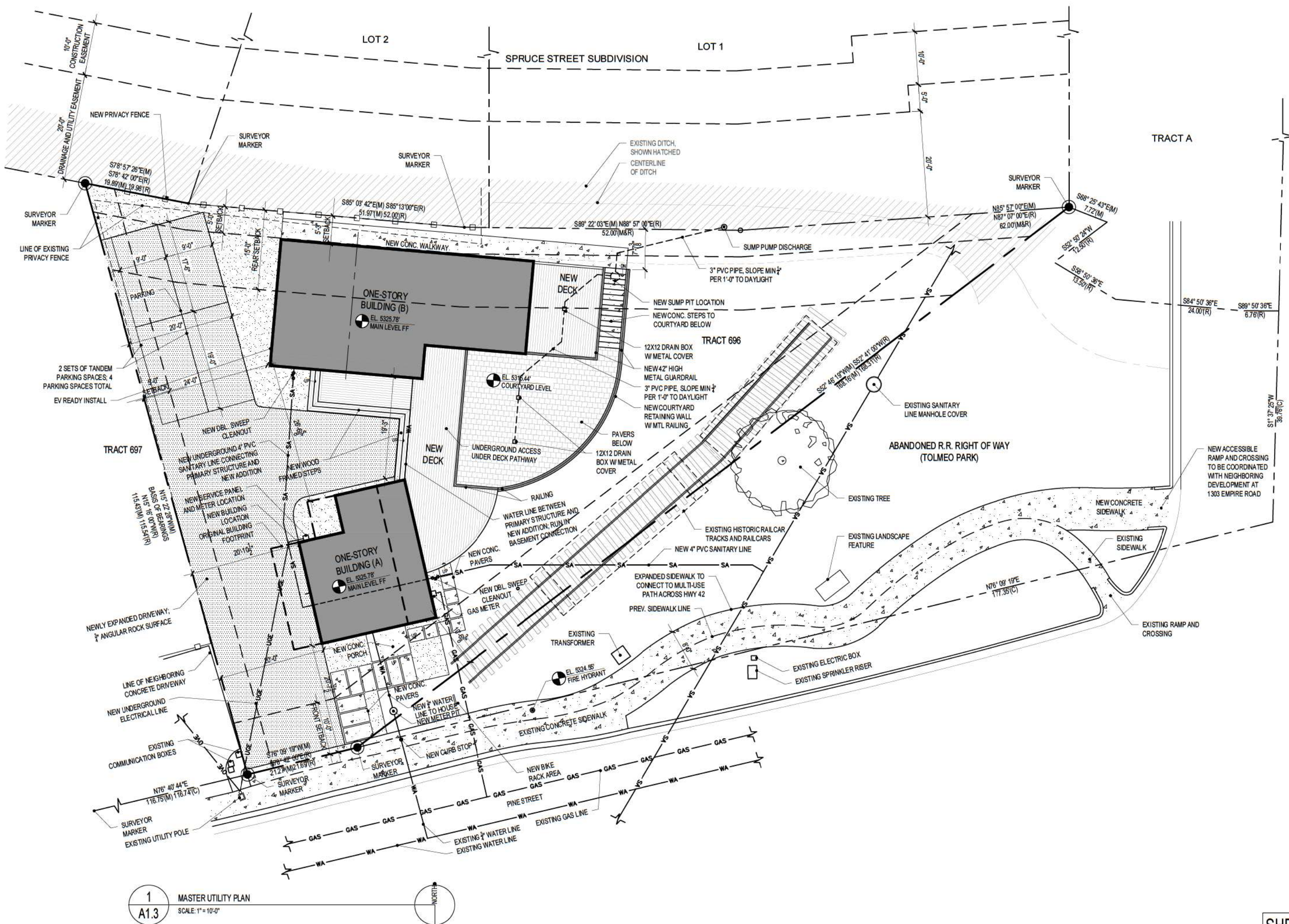

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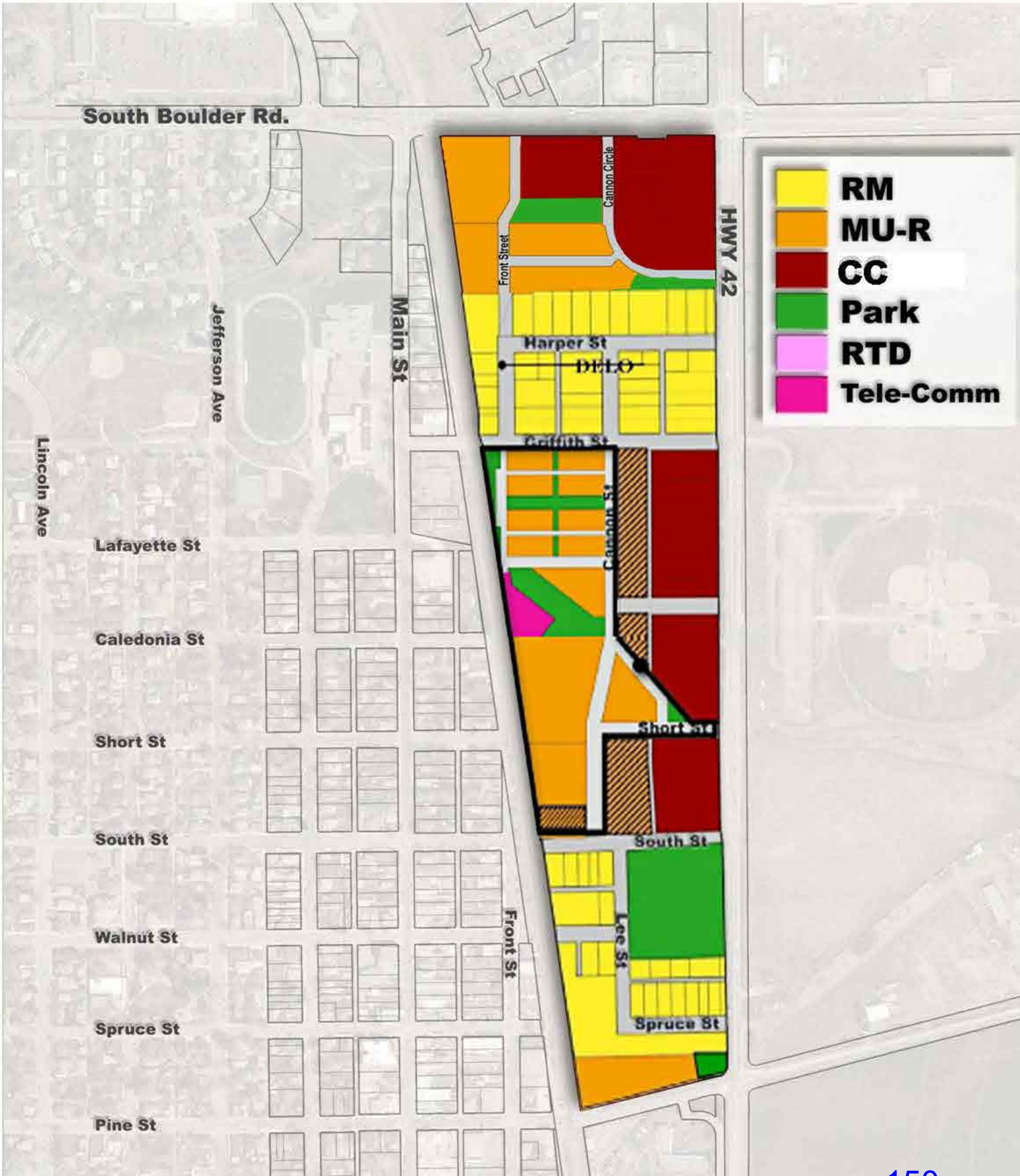
A1.3
MASTER UTILITY PLAN
SCALE: 1" = 10'-0"

SHEET NAME:	SHEET 1 OF 5
MASTER UTILITY PLAN	OCTOBER 30, 2024

Land Use Plan
Exhibit A



City Council Public Hearing

July 22, 2025

1155 Pine Street Concept Plan

Presented by: Rob Zuccaro, Community Development Director

City of Louisville

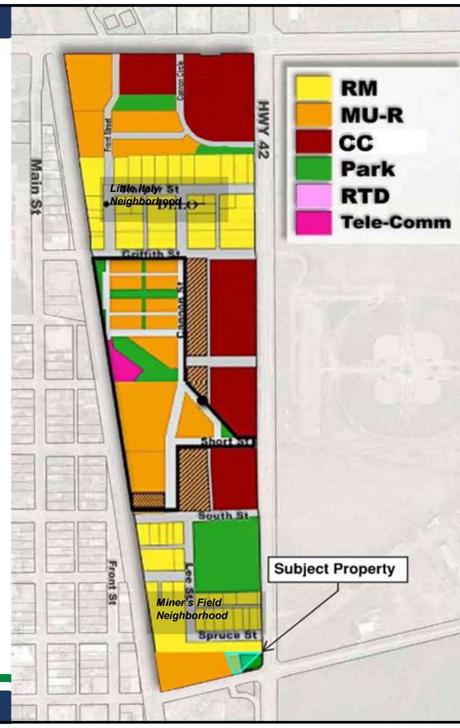
1155 Pine Street Concept Plan

- The Concept Plan Review provides an opportunity for an applicant to solicit comments from the City Council in the early stages of the development process.
  - The City Council is not required to provide specific feedback on a Concept Plan application and a consensus or majority vote will not be taken
  - All comments provided by the City Council are advisory in nature and are not binding on the City Council.
  - No other boards or commissions have commented on or reviewed this proposal.

City of Louisville

1155 Pine Street Concept Plan

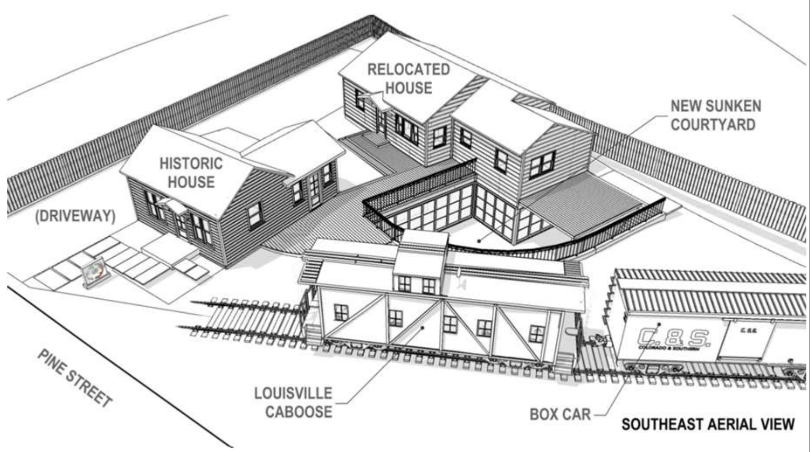
- Located in Mixed-Use Zone Overlay and HWY 42 Revitalization Area
- Overlay requires rezoning to MU-R with development or redevelopment
- Implements the HWY 42 Revitalization Plan
- Support future Northwest Rail station with mixed-use development
- Mixed-Use Overlay has excluded Minor’s Field and Little Italy neighborhoods from Overlay, but excluded Pine St. properties



City of Louisville

1155 Pine Street Concept Plan

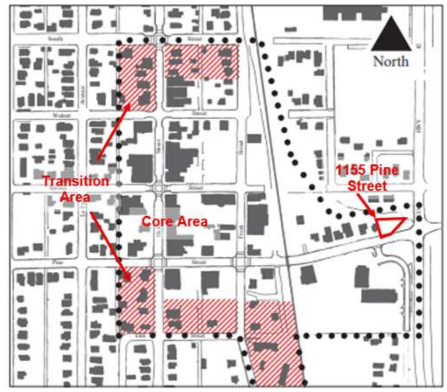
- Retain and restore existing single-family home
- Relocate second historic house to the property
- Connect existing and relocated homes via underground corridor and establish a live-work use
- Retain two existing train cars on site



City of Louisville

1155 Pine Street
Concept Plan

- Applicant requests removal from Mixed-Use Overlay, which would require rezoning to MU-R and higher density transit-oriented development.
- Would retain CC zoning, subject to Design Handbook for Downtown Louisville
- Rezoning a single lot to CC raises concern of spot-zoning resulting in in inconsistent redevelopment policy for Pine Street
- 1125 Pine has already rezoned to MU-R under the Overlay
- If Council supports removal, staff may recommend rezoning all six lots on north Pine St. to ensure policy consistency



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1155 Pine Street
Concept Plan

Landmark Designation Implications:

- Would require Historic Preservation Commission approval for exterior changes
- May limit redevelopment potential and uniform site planning
- Could constrain realization of Highway 42 Revitalization goals

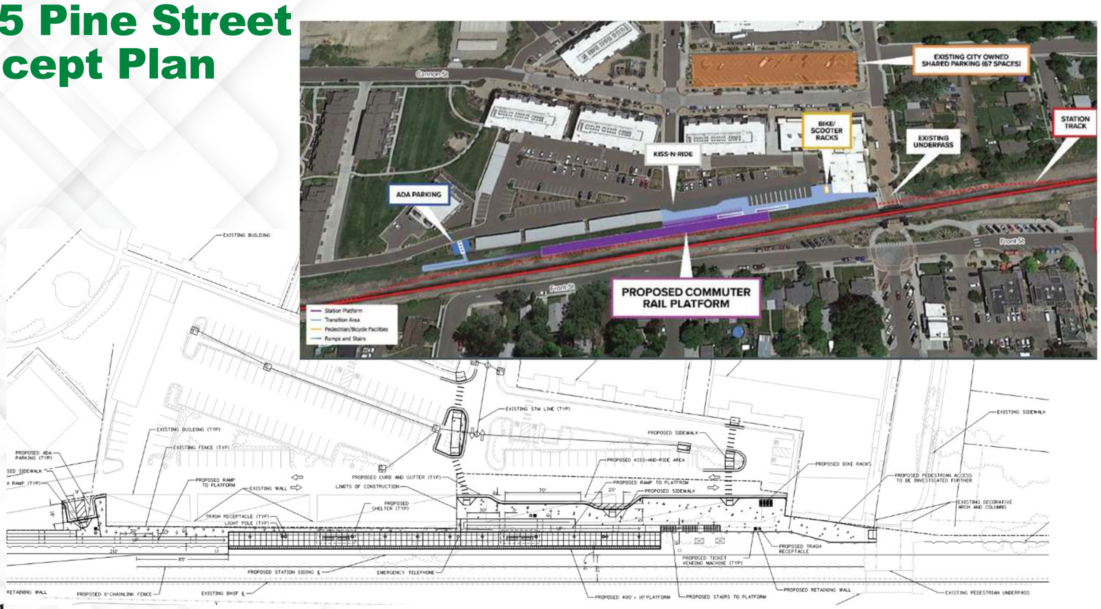
City of Louisville

1155 Pine Street Concept Plan

- RTD & Front Range Passenger Rail District advancing plans; service could begin by **2029**
- 2024–2025 milestones:
  - 2024, RTD completes Northwest Rail Peak Service Study
  - SB24-184 – Rental vehicle tax, with funds dedicated to rail implementation and requirements to advance planning
  - SB24-230 – Oil and Gas tax with portion of funds to support rail implementation
  - March 2025 – RTD/CDOT/FRPRD complete Northwest Fixed Guideway Corridor Report
  - June 2025 – RTD/CDOT/FRPRD/CTIO/CTE and Governor's office enter agreement to jointly negotiate lease from BNSF

City of Louisville

1155 Pine Street Concept Plan



City of Louisville

1155 Pine Street Concept Plan

Summary of Critical Policy Considerations for City Council:

- Preservation of homes along this section of Pine Street could be seen as supporting historic neighborhood character and building forms
- Rezoning itself does not ensure development or redevelopment of the lot
- City may want to reevaluate alternate station locations, including in vicinity of Pine Street where crossing exists
- Removal from Mixed-Use Overlay could limit City's ability to implement Highway 42 Revitalization Area plans to support transit-oriented development and higher density housing in vicinity of future train station
- Removal of 1155 Pine St from Mixed-Use Overlay and landmark status could impact ability to redevelop other properties north of Pine St between Railroad and Hwy 42 from Overlay

City of Louisville

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CITY COUNCIL COMMUNICATION
AGENDA ITEM 10C

SUBJECT: ORDINANCE NO. 1900, SERIES 2025 – AN ORDINANCE AMENDING TITLE 13 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING WATER AND SEWER CONNECTIONS AND TAP FEES – 1ST READING, SET PUBLIC HEARING

DATE: JULY 22, 2025

PREPARED BY: CORY PETERSON, P.E., DEPUTY DIRECTOR OF UTILITIES

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

SUMMARY:
Staff recommends the City Council approve Ordinance No. 1900, Series 2025 on first reading and set a public hearing for August 5, 2025. This ordinance amends Title 13 of the municipal code to establish a single-family residential water tap fee structure that allows for a primary residence and an Accessory Dwelling Unit (ADU) to be served on a single parcel, and introduces a new sewer tap fee for ADU's.

BACKGROUND / PRIOR DISCUSSIONS:

- May 20, 2025: City Council adopted Ordinance No. 1892, Series 2025, approving ADUs within city limits. Tap fee policy was discussed as part of this approval.

ANALYSIS:
This ordinance establishes a single-family residential water tap fee structure that allows for both a primary residence and an Accessory Dwelling Unit (ADU) to be served on a single parcel, as outlined in prior Council discussions and supported by the provided detailed analysis.

In addition, the ordinance introduces a new sewer tap fee for ADUs, set at 80% of the standard single-family residential sewer fee. Unlike water use where additional indoor demand from an ADU may be partially offset by a reduction in outdoor irrigation, sewer flows increase directly with occupancy.

The proposed 80% sewer tap fee, represents a balanced strategy to ensure adequate cost recovery to support the long-term wastewater utility infrastructure investments while considering a fee structure that does not pose an undue barrier to ADU development. This approach supports the broader goals around housing diversity, affordability, and infrastructure equity.

- To ensure these rates remain both fair and effective, the ordinance includes a five-year trial period. During this time, staff will monitor actual usage data and operational impacts associated with ADUs. Findings from this evaluation will inform whether any future adjustments to tap fee structures are warranted in subsequent code updates.

2025 COUNCIL WORK PLAN:
These actions align the municipal code to support implementation of the ADU ordinance. As previously discussed, ADUs are part of the Housing priority in the 2025 Council Work Plan, which applies an intentional focus on Equity, Diversity, and Inclusion (EDI) and Environmental Sustainability.

FISCAL IMPACT:
Budgeted?: **Yes**

- The Urban Tap Fee for ADUs poses minimal financial risk while supporting housing flexibility and broader community benefits.
- No other significant fiscal impacts are expected.

ALTERNATIVE(S):
Take no action, and leave Title 13 unchanged:

- ADUs would be treated as multifamily units and assessed at 0.45 Single-Family Equivalent (SFE) for water.
- Detached ADUs may require separate service lines or case-by-case approval for shared service lines.

RECOMMENDATION:
Approve Ordinance No. 1900, Series 2025 on first reading and set public hearing.

ATTACHMENT(S):
1. Ordinance No. 1900, Series 2025

ORDINANCE NO. 1900
SERIES 2025

AN ORDINANCE AMENDING TITLE 13 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING WATER AND SEWER CONNECTIONS AND TAP FEES

WHEREAS, the City Council is authorized by the Louisville Home Rule Charter and state law, including Charter Section 13-2, C.R.S. §§ 31-15-708 and 709, and C.R.S. Title 31, Article 35, to regulate the use of the City's water and sewer system; to establish the requirements for use of such system; and to fix, establish, maintain, and provide for the collection of rates, fees, and charges for water and sewer services furnished by the City; and

WHEREAS, the City Council finds it necessary to amend Title 13 of the Louisville Municipal Code concerning accessory dwelling units, water meters, tap fees, and other matters.

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

Section 1. Section 13.08.030 of the Louisville Municipal Code is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken~~):

Sec. 13.08.030. Separate connection required.

A. Except as provided in subsection B, two ~~Two~~ or more premises may not be supplied from one and the same connection unless the structures on the premises are served in such a manner on the effective date of the ordinance codified in this chapter. In the addition of a building or structure which adds a complete living unit in the case of a multifamily residence, or which adds a pad or pads to a mobile home court, or which adds rooms or apartments to an apartment house in the event such rooms are served by plumbing fixtures, or any addition not listed in this section which adds more than five plumbing fixture points ~~as computed by Table A under section 13.12.030~~, such addition shall require the payment of an extension charge to be computed according to the method of computing tap fees as outlined in chapter 13.12. This section shall apply to extensions to all existing water services as well as to future services.

B. A detached accessory dwelling unit authorized pursuant to Section 17.16.035 of this Code shall be connected to the water utilities serving the principal dwelling unit. Connections shall be made in accordance with the City's municipal utility requirements as determined by the public works director or designee.

Section 2. Section 13.08.040 of the Louisville Municipal Code is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken~~):

Sec. 13.08.040. Service pipe <u>and meter</u> regulations.

A. No consumer shall be permitted to conduct water pipes across lot or buildings to adjoining premises without the permission of the water superintendent.

B. Water service to a portion of developed property shall not be permitted. Service must include all improvements on the property, and have no cross connections with any other water supply.

C. Service pipes must be laid at least four feet below the surface of the ground.

D. The city shall be responsible for all maintenance and repairs to service pipes and fixtures installed between the city main and the meter pit or curb box, whichever is closer to the city water main. All owners, at their own expense, shall be responsible for the maintenance and repair of any other section of service line. No claim shall be made against the city on account of breaking of service pipes or apparatus or for failure in the supply of water, and no reduction in the rates will be made for any time that service pipes or fixtures are frozen or are not in proper working order.

<u>E. Water meters shall be installed in pits or vaults outside of the building or structure and as close to the street as practical. Meters currently located on the inside of a customer's premises shall be moved to the outside when the customer replaces, upsizes, or changes the service connection.</u>

<u>Section 3</u>. Section 13.12.020 of the Louisville Municipal Code is hereby amended to read as follows (words added are <u>underlined</u>; words deleted are ~~stricken~~):

Sec. 13.12.020. Tap fee generally.

A. No water service shall be furnished to property unless a water tap permit has been issued for that property. The city shall furnish and install the water meter. The owner shall be responsible for furnishing and installing a tapping saddle, a corporation valve, a curb stop valve and box, a meter pit, a yoke, service line piping, and for all earthwork and surface restoration from the water main to the structure served. Items furnished by the owner shall comply with city specifications.

B. For each unattached dwelling unit<u>,</u> ~~and~~ attached townhouse, <u>multifamily dwelling unit, guest house, or any other unattached dwelling unit which adds more than five plumbing fixture points</u>, a separate water tap must be purchased from the city and all required tap fees paid to the city. ~~Apartment units~~ <u>An accessory dwelling unit</u> shall not be treated as an unattached dwelling.

C. The amount of the tap fee for residential units shall be determined by the city and shall be based upon the unit type ~~the size of the tap, as calculated pursuant to the provisions of the Plumbing Code adopted by the city and set forth in Title 15, as then in effect,~~ and by reference to the table of fees established by the city manager in accordance with section 13.12.040 subject to the following:

1. The minimum tap fee for each dwelling unit in a duplex shall be 100 percent of the existing charge for a residential ~~three-quarter-inch~~ tap.

2. The minimum tap fee for each townhouse in a group of attached "townhouses," as defined in Code section 17.08.560, shall be 80 percent of the existing charge for a residential ~~three-quarter-inch~~ tap.

3. The minimum tap fee paid for each multifamily dwelling unit other than a townhouse shall be 60 percent of the existing charge for a residential ~~three-quarter-inch~~ tap.

4. The minimum tap fee paid for each senior independent living unit, as defined in subsection E, below, shall be 30 percent of the existing charge for a residential ~~three-quarter-inch~~ tap.

5. No water tap fee will be charged for an accessory dwelling unit.

D. The tap fee for nonresidential units shall be determined by the city and shall be based upon the size of the tap, as calculated pursuant to the provisions of the Plumbing Code adopted by the city and set forth in Title 15, as then in effect, by the estimated annual water demand (gallons/year), and by reference to the table of fees established by the city manager in accordance with section 13.12.040.

E. For the purposes of this section only:

1. "residential unit" means a single-family dwelling unit or multifamily dwelling units, including townhouses and apartments, but not including senior independent living units and accessory dwelling units;

2. "nonresidential unit" means any other unit other than a residential unit, ~~or~~ a senior independent living unit, or an accessory dwelling unit; ~~and~~

3. "senior independent living unit" means an attached dwelling unit with a full kitchen located within a residential housing facility and not on a separate lot, which facility: (i) is restricted to residency by persons 60 years of age or over; (ii) provides congregate care for its residents; (iii) contains three or more such units; (iv) is deed restricted such that each unit is limited solely to use as such a senior independent living unit. For the purposes of this section only, "congregate care" means and includes the provision by on-site personnel of shared food preparation and dining service, and the provision of common recreation, social, transportation and cleaning for the exclusive use of residents 60 years of age or over; and~~.~~

4. "accessory dwelling unit" shall have the meaning set forth in Section 17.08.011 of this Code.

Section 4. Section 13.12.030 of the Louisville Municipal Code (Tap fees for residential units; fire sprinklers) is hereby deleted in its entirety.

Section 5. Section 13.12.040.A of the Louisville Municipal Code is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken~~):

Sec. 13.12.040. Tap fee.

A. Except as set forth in subsection E. below, the tap fee shall be computed by reference to the provisions of this chapter and set forth in a table of fees established by the City Manager. The City Manager shall by order ~~enacted and effective on the effective date of Ordinance No. 1633, Series 2013, and thereafter on January 1 of each year,~~ establish a table of city water tap fees no later than January 1 of each year.

1. The tap fees shall be classified according to the unit type, size of the tap, and meter requested, for services up to four inches.

2. Water taps, water service lines and meters for the same service shall normally be the same size; however, if approved or required by the city, the tap and meter may be of different sizes in which case the tap fee for the meter size shall be paid. If a larger meter is thereafter requested or required, there shall be paid to the city the difference between the tap fee previously paid and the tap fee for the larger meter size in effect at the time the larger meter is purchased. No tap fees are refundable for any reduction in the size of an installed meter or tap.

Section 6. Section 13.12.050 of the Louisville Municipal Code is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken~~):

Sec. 13.12.050. - Tap fee—Outside city limits.

For any tap applied for where the service requested is out of the city limits, the fee will be <u>a minimum of</u> two times the fee <u>for service inside city limits unless otherwise provided in the table of fees</u> ~~as~~ established <u>by the City Manager</u> pursuant to section 13.12.040.

<u>Section 7</u>. Section 13.12.070 of the Louisville Municipal Code (Bond retirement and interest payment) is hereby deleted in its entirety.

<u>Section 8</u>. Section 13.12.080 of the Louisville Municipal Code (Bond retirement and interest payment) is hereby deleted in its entirety.

Sec. 13.12.080. Bulk water charges.

Water service not supplied to a specific property location by a standard tap shall be sold at rates and charges ~~as established by resolution of the city council.~~ <u>set forth in a table of bulk water fees established by the City Manager. The City Manager shall by order establish a table of bulk water fees no later than January 1 of each year</u>.

<u>Section 9</u>. Section 13.24.030 of the Louisville Municipal Code is hereby amended to read as follows (words added are <u>underlined</u>; words deleted are ~~stricken~~):

Sec. 13.24.030. Tap fee.

A. The sewer tap fee <u>shall be computed by reference to the provisions of this chapter and shall be set forth in a table of fees established by the City Manager. The City Manager shall by order establish a table of sewer tap fees no later than January 1 of each year</u>. ~~for single-family dwellings, including mobile homes, and each dwelling unit in a duplex shall be as set forth in a city council resolution establishing such fees.~~

B. The sewer tap fee for each senior independent living unit, as defined in section 13.12.020 of this Code, shall be 60 percent of the existing charge for a single-family dwelling sewer tap. The tap fee for each multifamily dwelling<u>,</u> ~~and~~ each townhouse in a group of attached "townhouses," as defined in section 17.08.560 of this Code<u>, and each accessory dwelling unit authorized pursuant to Section 17.16.035 of this Code</u> shall be 80 percent of the existing charge for a single-family dwelling sewer tap.

~~C. The sewer tap fee for all other uses not described in subsections A and B of this section shall be as set forth in a city council resolution establishing such fees.~~

~~D. Each sewer tap for single-family dwellings, including mobile homes, and multifamily dwellings shall be subject to an inspection fee payable at the time of payment of the applicable sewer tap fee. Such inspection fee shall be established by the City Manager resolution of the city council.~~

<u>Section 10.</u> Section 13.32.030 of the Louisville Municipal Code is hereby amended to read as follows (words added are <u>underlined</u>):

Sec. 13.32.030. Sewer use.

A. *Connection required.* The owner of every house, building or structure used for human occupancy, employment, or recreation, situated within the city is required, at his expense to install suitable sanitary facilities in accordance with the Uniform Plumbing Code and to connect such facilities with the POTW or a treatment plant with a valid NPDES permit in accordance with the notice to do so. Any septic tank, cesspool, privy, or similar private disposal facilities shall, upon such notice, be immediately emptied and removed from service as determined by the city. No person shall discharge, or allow to be discharged, any wastewater except as follows:

1. By a direct service connection to a city sewer main, if the connection has been authorized by the city;

2. By transporting in a safe and sanitary manner to a landfill or other disposal site approved by public health officials and capable of accepting the type of wastes involved;

3. By a service connection to a treatment plant with a valid NPDES permit where such connection is approved by the city manager or his designated agent.

<u>4. A detached accessory dwelling unit authorized pursuant to Section 17.16.035 of this Code shall be connected to the wastewater utilities serving the principal dwelling unit. Connections shall be made in accordance with the City's municipal utility requirements as determined by the Public Works Director or designee.</u>

B. *Service connection permit required.* No person other than city personnel or other persons authorized by the city shall undertake maintenance and repair work on, uncover, open into, make service connections with, use, alter or disturb any portion of the city's POTW or manhole covers without first obtaining a city service connection permit. All service connections shall be at the permittee's expense, shall comply with all applicable provisions of this chapter and all applicable city standards and specifications and provisions of the municipal code as may be adopted from time to time, and shall be subject to all applicable fees and charges as may be established by the city.

C. *Service line repair and replacement.* All owners, at their own expense, shall be responsible for the repair and replacement of the service line between the City sewer main and the building or improvement being served. No claim shall be made against the City on account of breaking of service lines or apparatus, and no reduction in the rates will be made for any time that service lines are not in proper working order. The City reserves the right, upon reasonable notice, to install venting, backwater valves, and other City-owned devices on any part of the service line.

[subsections C – G to be re-lettered and remain the same]

Section 11. 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 12. 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 13. 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 22nd DAY OF JULY 2025.

____
Christopher M. Leh, Mayor

ATTEST:

____
Genny Kline, Interim City Clerk

APPROVED AS TO FORM:

KELLY PC

By: ______________________________
Melinda Culley, Deputy City Attorney

PUBLIC HEARING AND SECOND READING WILL BE THE _____ DAY OF _________, 2025, AT 6:00 P.M. AT LOUISVILLE CITY HALL, 749 MAIN STREET, LOUISVILLE, CO 80027.

PASSED AND ADOPTED ON SECOND AND FINAL READING, THIS ___ DAY OF ___, 2025.

____
Christopher M. Leh, Mayor

ATTEST:

____
Genny Kline, Interim City Clerk

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 10D

SUBJECT: RESOLUTION NO. 50, SERIES 2025 – A RESOLUTION AUTHORIZING THE PURCHASE OF SODIUM HYPOCHLORITE GENERATOR EMERGENCY REPAIR PARTS

DATE: JULY 22, 2025

PREPARED BY: GREG VENETTE, UTILITIES SUPERINTENDENT

PRESENTED BY: KURT KOWAR, DIRECTOR OF PUBLIC WORKS

SUMMARY:
Staff recommends approval of Resolution No. 50, Series 2025 for the sole source purchase of emergency repair parts from De Nora Water Technologies LLC (DeNora) in the amount of $124,545 plus a 10% contingency in the amount of $12,455 for a total authorized amount of $137,000.

BACKGROUND / PRIOR DISCUSSIONS:
This purchase will supply four reaction cells and assorted parts needed to bring the Sid Copeland (SCWTP) and Howard Berry (HBWTP) Water Treatment Plants DeNora sodium hypochlorite generators up to full capacity and is vital to preserving the safety, reliability, and regulatory compliance of the drinking water system.

The generators combine water, salt, and electricity to produce sodium hypochlorite for the disinfection of treated water. This chemical is a critical component in ensuring safe, clean water throughout the distribution system, and is essential to maintaining compliance with Colorado Department of Public Health and Environment (CDPHE) regulations.

To sustain reliable sodium hypochlorite production and disinfection, staff have performed routine maintenance and timely replacement of components as detailed in the operation and maintenance manuals. The reaction cell of the HBWTP unit (installed in 2017) has premature signs of corrosion and leakage and is no longer functioning. This unit is two years short of the projected 10-year service life and now requires replacement. Shortly after this discovery, two reaction cells installed in 2020 at SCWTP are showing similar signs of advance corrosion.

To maintain treatment chemical availability and produce safe drinking water reliably, two reaction cells have already been ordered. Approval of this request will fund these two replacements and secure the remaining two units to allow for an eventual full change out of all units. The last two units are being held in reserve to maximize the use of the existing units to full failure. Switch out of these units can be accomplished by staff with minimal interruption of the treatment process.

Each unit has surpassed their 5-year limited warranty and are not covered. However, given the shortened unit performance, staff successfully negotiated a $35,000 discount on the replacement cells.

DeNora is the sole manufacturer and supplier of these proprietary components.

ANALYSIS:
Staff have been working with DeNora, their partners and other resources to find the root cause of these premature failures. This includes an emergency site visit by a DeNora technician on May 15, 2025. Investigations are still underway, and no specific root cause has been identified.

Additionally, staff have prepared and implemented several contingency plans to provide disinfection of the treatment process and ensure a safe drinking water supply for the City.

Staff will adjust the replacement schedule from 10 years to 7 years as part of the asset management system. These units will continue to be evaluated closely for any signs of early cell degradation.

2025 COUNCIL WORK PLAN:
The recommended purchase supports the City's goal of providing reliable core services through well maintained water infrastructure.

FISCAL IMPACT:
Budgeted?: **No**

Projected Funding

Description	Account	Budget Amount
Operating Fund – Parts/Repair	501461-550020	$400,000

Projected Expenses

Description	Amount
Two Generation Cells (awaiting delivery)	($56,812)
Two Generation Cells (to be ordered)	($56,812)
Related and Assorted Replacement Parts	($10,921)
Contingency (10%)	($12,455)

Budget Amendment

Funding needs for these repairs exceed the current operating budget and will be included in a future budget amendment that has been coordinated with finance. Water fund reserves are sufficient to support this expense.

ALTERNATIVE(S):
Staff have explored several alternatives with the focus of switching to bulk sodium hypochlorite deliveries or replacing the entire generator from a different vendor. Bulk deliveries are more labor intensive and lower the reliability with dependency on an outside vendor for this critical chemical. A replacement generator is projected to be between 8 and 10 times the cost of the reaction cell and will take significant time to secure and install.

RECOMMENDATION:
Staff recommends City Council approve the resolution to purchase emergency replacements parts from DeNora for $124,545 plus a 10% contingency in the amount of $12,455 for a total amount of $137,000, authorize staff to execute change orders for project contingency, and authorize the Mayor, City Manager, Public Works Director, and City Clerk to sign and execute purchase documents on behalf of the City.

ATTACHMENT(S):
1. Resolution No. 50, Series 2025
2. Parts and equipment quotes

RESOLUTION NO. 50
SERIES 2025

A RESOLUTION AUTHORIZING THE PURCHASE OF SODIUM HYPOCHLORITE GENERATOR EMERGENCY REPAIR PARTS

WHEREAS, the City finds it necessary to purchase emergency repair parts for the sodium hypochlorite generators at the City's water treatment plants (the "Project"); and

WHEREAS, the City received quotations from De Nora Technologies for the Project; and

WHEREAS, by this Resolution the City Council desires to approve the quotations and to authorize additional contingency for the Project.

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

Section 1. The City Council hereby approves the quotations from De Nora Technologies, LLC for the Project in substantially the same form as the copies of such quotations accompanying this Resolution.

Section 2. The City Council hereby approves an additional ten percent (10%) contingency in the amount of $12,455 for the Project for a total not-to-exceed amount of $137,000. The City Manager and/or Public Works Director are authorized to execute change orders in a total amount not to exceed $12,455 if deemed necessary for the Project.

Section 3. The Mayor, City Manager, Public Works Director, and/or the City Clerk are hereby authorized to execute purchase orders and other documents on behalf of the City for the Project, and the Mayor is hereby further authorized to negotiate and approve such revisions to the quotations as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the proposal are not altered.

PASSED AND ADOPTED this 22nd day of July 2025.

____
Christopher M. Leh, Mayor

ATTEST:

____
Genny Kline, Interim City Clerk

QUOTATION	NUMBER 20045490	DATE 05/22/2025	Page 1 of 1
CUSTOMER REFERENCE			**CURRENCY** USD

DE NORA

SHIPPING METHOD	**END OF VALIDITY** 06/22/2025	
PAYMENT TERMS Credit card **INCOTERMS** EXW - Ex Works	**SHIPPING POINT ADDRESS** DE NORA WATER TECHNOLOGIES, LLC. 3000 Advance Lane COLMAR, PA 18915 USA	**PACKAGING** Included

DE NORA CONTACT
Mildred Orduno
ph:
mail: Mildred.Orduno@denora.com

SHIP TO PARTY **30006141**

SOLD TO PARTY **30006141**

LOUISVILLE, CITY OF

749 MAIN STREET
LOUISVILLE, CO 80027
USA

ITEM / CODE / DESCRIPTION	U.M	QTY	PRICE	CURRENCY	AMOUNT
10 47000658 Cell Assy, H100SC Legacy Part Number: 201-01314-01	PC	2	28,246.00	USD	**56,492.00**
20 40000533 Crate, AE Series Legacy Part Number: 5700-788	PC	2	160.00	USD	**320.00**

De Nora and Customer agree that the General Terms and Conditions of Sale set forth at https://www.denora.com/info/Sales-Terms---Conditions.html (the "Terms") shall exclusively govern the transactions described or contemplated in this Purchase Order or Proposal, as applicable, and any other sales or related transaction between the parties herein, and such Terms are expressly incorporated by reference herein and to any related agreements between the parties. Any additional or different terms or conditions which may appear in any communication from Customer, including, without limitation, in any printed form provided, are hereby expressly objected to and rejected in full and shall not be effective or binding in any capacity unless expressly accepted in an authorized writing by De Nora, regardless of, and fully notwithstanding, De Nora's supply of any goods and services or the execution of any document or acceptance by any person other than an officer or authorized agent of De Nora.

TAX BASE	SALES TAX AMOUNT	TOTAL PRODUCT	TOTAL SALES TAX	TOTAL
56,812.00 USD	0.00 USD	**56,812.00 USD**	**0.00 USD**	**56,812.00 USD**

QUOTATION	NUMBER 20045427	DATE 05/19/2025	Page 1 of 1
CUSTOMER REFERENCE		**CURRENCY** USD	

DE NORA

SHIPPING METHOD	**END OF VALIDITY** 06/19/2025
PAYMENT TERMS Net 30 days	**SHIPPING POINT ADDRESS** DE NORA WATER TECHNOLOGIES, LLC. 3000 Advance Lane COLMAR, PA 18915 USA
INCOTERMS EXW - Ex Works	**PACKAGING**

DE NORA CONTACT
Mildred Orduno
ph:
mail: Mildred.Orduno@denora.com

SOLD TO PARTY **30012028**

CITY OF LOUISVILLE

PO BOX 527
LOUISVILLE, GA 30434-0527
USA

SHIP TO PARTY **30012028**

ITEM / CODE / DESCRIPTION	U.M	QTY	PRICE	CURRENCY	AMOUNT
10 47000658 Cell Assy, H100SC Legacy Part Number: 201-01314-01	PC	2	28,246.00	USD	**56,492.00**
20 40000533 Crate, AE Series Legacy Part Number: 5700-788	PC	2	160.00	USD	**320.00**

De Nora and Customer agree that the General Terms and Conditions of Sale set forth at https://www.denora.com/info/Sales-Terms---Conditions.html (the "Terms") shall exclusively govern the transactions described or contemplated in this Purchase Order or Proposal, as applicable, and any other sales or related transaction between the parties herein, and such Terms are expressly incorporated by reference herein and to any related agreements between the parties. Any additional or different terms or conditions which may appear in any communication from Customer, including, without limitation, in any printed form provided, are hereby expressly objected to and rejected in full and shall not be effective or binding in any capacity unless expressly accepted in an authorized writing by De Nora, regardless of, and fully notwithstanding, De Nora's supply of any goods and services or the execution of any document or acceptance by any person other than an officer or authorized agent of De Nora.

TAX BASE	SALES TAX AMOUNT	TOTAL PRODUCT	TOTAL SALES TAX	TOTAL
56,812.00 USD	0.00 USD	**56,812.00 USD**	**0.00 USD**	**56,812.00 USD**

QUOTATION	NUMBER 20045096	DATE 04/24/2025

CUSTOMER REFERENCE

CURRENCY USD

SHIPPING METHOD

END OF VALIDITY 05/24/2025

PAYMENT TERMS
Net 30 days

INCOTERMS
EXW - Ex Works

SHIPPING POINT ADDRESS
DE NORA WATER TECHNOLOGIES, LLC.
3000 Advance Lane
COLMAR, PA 18915 USA

PACKAGING

DE NORA CONTACT
Mildred Orduno
ph:
mail: Mildred.Orduno@denora.com

SOLD TO PARTY 30012028
CITY OF LOUISVILLE

PO BOX 527
LOUISVILLE, GA 30434-0527
USA

SHIP TO PARTY 30012028

ITEM / CODE / DESCRIPTION	U.M	QTY	PRICE	CURRENCY	AMOUNT
10 45026975 DISK, 1"OD x .001 THICK, PFA Legacy Part Number: 300-01645-A	PC	10	1.23	USD	**12.30**
20 47000500 HIGH FLOW SENSOR KIT Legacy Part Number: 500-00507-A	PC	1	1,530.77	USD	**1,530.77**
30 47000496 BRINE SOLENOID KIT Legacy Part Number: 500-00508-A	PC	1	2,500.00	USD	**2,500.00**
50 45025327 Fuse, 0.5A, 5x20MM, FA IEC (20 recommend Legacy Part Number: 400-01197	PC	20	4.46	USD	**89.20**
60 45025328 Fuse 1A 5x20MM Legacy Part Number: 400-01198	PC	10	1.33	USD	**13.30**
70 45033055 FUSE, 5A, 5X20MM, FA, IEC Legacy Part Number: 400-00915	PC	5	4.21	USD	**21.05**

TAX BASE	SALES TAX AMOUNT	TOTAL PRODUCT	TOTAL SALES TAX	TOTAL
10,920.79 USD	0.00 USD	**10,920.79 USD**	**0.00 USD**	**10,920.79 USD**

DE NORA

80	45025425 KIT, H20 TEMP SENSOR Legacy Part Number: 500-00503-A	PC	2	915.38	USD	**1,830.76**
90	45026417 Sensor Flow Hi Viton Legacy Part Number: 300-02548	PC	2	932.30	USD	**1,864.60**
100	45029889 GASKET, MANIFOLD, 1-PORT Legacy Part Number: 200-01557-03	PC	5	1.71	USD	**8.55**
110	45025912 VALVE CONTROL FLOW BRASS/FKM Legacy Part Number: 300-02798	PC	1	904.11	USD	**904.11**
120	47000501 KIT, WATER SOLENOID VAULT SERIES Legacy Part Number: 500-00509-A	PC	1	2,146.15	USD	**2,146.15**

De Nora and Customer agree that the General Terms and Conditions of Sale set forth at https://www.denora.com/info/Sales-Terms---Conditions.html (the "Terms") shall exclusively govern the transactions described or contemplated in this Purchase Order or Proposal, as applicable, and any other sales or related transaction between the parties herein, and such Terms are expressly incorporated by reference herein and to any related agreements between the parties. Any additional or different terms or conditions which may appear in any communication from Customer, including, without limitation, in any printed form provided, are hereby expressly objected to and rejected in full and shall not be effective or binding in any capacity unless expressly accepted in an authorized writing by De Nora, regardless of, and fully notwithstanding, De Nora's supply of any goods and services or the execution of any document or acceptance by any person other than an officer or authorized agent of De Nora.

TAX BASE	SALES TAX AMOUNT	TOTAL PRODUCT	TOTAL SALES TAX	TOTAL
10,920.79 USD	0.00 USD	**10,920.79 USD**	**0.00 USD**	**10,920.79 USD**