

**TOWN OF COLUMBINE VALLEY**  
**BOARD OF TRUSTEES MEETING**  
July 21, 2015

**A G E N D A**

- |  |  |
|--|--|
| <b>PUBLIC HEARING: 2015 Electric Code</b>  | <b>6:15PM</b>  |
| 1. ROLL CALL   | 6:30PM   |
| 2. PLEDGE OF ALLEGIANCE  |  |
| 3. APPROVAL OF MINUTES<br>June 16, 2015  | Mayor Christy  |
| 4. CITIZENS CONCERNS<br>Columbine Country Club<br>HOA Representatives<br>Public At-large   | Mayor Christy  |
| 5. MAYOR'S COMMENTS<br>Special Recognition, Nick Leibold   | Mayor Christy  |
| 6. POLICE DEPARTMENT REPORT  | Chief Cottrell   |
| 7. TRUSTEE REPORTS:<br>Building Commissioner<br>Planning & Development<br>Public Safety<br>Public Works<br>Special Affairs<br>Finance<br>Town Administrator  | Trustee May<br>Trustee Best<br>Trustee Menk<br>Trustee Newland<br>Trustee Champion<br>Trustee Cope<br>Mr. McCrumb                            |
| 8. OLD BUSINESS<br>Trustee Bill #2, Series 2015 Electric Code<br>Trustee Bill #3, Series 2015 Customer Service Standards   | Trustee May<br>Trustee Champion  |
| 9. NEW BUSINESS<br>Century Link Cable TV Franchise Request<br>Appointment to Planning and Zoning Commission<br>Wild Plum Farm Prelim Arch. Waiver<br>Trustee Bill #4, Series 2015 Solicitations (1 <sup>st</sup> Reading)<br>Trustee Bill #5, Series 2015 Village Park<br>Trustee Bill #6, Series 2015 Villas Park<br>Trustee Bill #7, Series 2015 Doral Park<br>Trustee Bill #8, Series 2015 Fairway Park<br>Trustee Bill #9, Series 2015 Impact Fees | Trustee Champion<br>Trustee Best<br>Mr. Sieber<br>Mr. Schiller<br>Mr. Schiller<br>Mr. Schiller<br>Mr. Schiller<br>Mr. Schiller<br>Mr. Sieber |
| 10. ADJOURNMENT  |  |

## TOWN OF COLUMBINE VALLEY

### BOARD OF TRUSTEES

Minutes

June 16, 2015

Mayor Christy called the Board meeting to order at 6:30 p.m., in the Conference Room at the Town Hall at 2 Middlefield Road, Columbine Valley, Colorado. Roll call found the following present:

Trustees: Gale Christy, Dave Cope, Mark Best, Jeff May, Richard Champion,  
Bruce Menk, Jim Newland  
Also present: Dana Struthers, Lee Schiller, Bret Cottrell, Phil Sieber, and Jeff Tempas

**MINUTES:** The minutes of the May 19, 2015 meeting were approved

**CITIZEN CONCERNS:** Steve Newkirk, 6 Augusta Drive, shared with the Trustees his concerns with the recent rain/flooding of Augusta Drive from the Wilder development. Mayor Christy indicated that the contractor had ten days to resolve the issue.

**MAYOR'S COMMENTS:** Mayor Christy reported that the cut through and speed study approved last month would commence next week.

- The Country Club membership voted 71%/28% to proceed with a new building
- All existing flood control functioned as designed (Wilder constructions site excluded) during the recent rain events
- Kudos to Hobbes for his efforts clearing the storm drain on the Wilder site

#### **POLICE DEPARTMENT:**

- Chief Cottrell presented the attached report for May 2015
- Chief Cottrell reported that the CCC pool beer taps were open all night (not secure). He will discuss with Club manager

#### **TRUSTEE REPORTS:**

**Building Commissioner:** Trustee May presented the attached report

- Taylor Morrison is giving away the remaining Wolf house stone. They will have on site for interested parties until next Friday

**Planning and Development:** Trustee Best asked Mr. Sieber to provide an update on development activities. Mr. Sieber provided general updates but there was nothing of substance to report

- Clayton Farms proposed density was rejected by Littleton planning, who countered with 4.5 dwelling units per acre

**Public Safety:** No report

**Public Works:** No report

**Special Affairs:** Trustee Champion updated the Board on the progress with Century Link regarding a potential franchise agreement with the Town

**Treasurer:** Mr. Tempas presented the attached financials.

**Town Administrator:** Mrs. Struthers presented the attached report.

**OLD BUSINESS:**

- **2015 Road Bids:** Trustee Newland presented the Trustees with the bids for the 2015 road project, including his recommendation of engaging Rocky Mountain Pavement as the contractor.  
**ACTION: upon a motion by Trustee Newland and a second by Trustee Champion, the Board of Trustees unanimously approved Rocky Mountain Pavement as the contractor for the 2015 road project, and the presented map as the scope of work.**

**NEW BUSINESS:**

- **Trustee Bill #2, Series 2015 Electric Code (1<sup>st</sup> Reading):** Trustee May introduced Mr. Thelen, Town Building Inspector, to present for consideration the 2015 updates to the Town Electric Codes.  
**ACTION: upon a motion by Trustee May and a second by Trustee Champion, the Board of Trustees unanimously approved scheduling a Public Hearing on this matter for Tuesday, July 21, 2015 at 6:15 pm.**  
**ACTION: upon a motion by Trustee May and a second by Trustee Champion, the Board of Trustees unanimously approved Trustee Bill #2, Series 2015 on 1<sup>st</sup> Reading.**
- **Trustee Bill #3, Series 2015 Cable TV Customer Service Standards (1<sup>st</sup> Reading):** Trustee Champion introduced Mr. Steve Newkirk, subject matter expert and town resident to present the attached standards.  
**ACTION: upon a motion by Trustee Champion and a second by Trustee Menk, the Board of Trustees unanimously approved Trustee Bill #3, Series 2015 on 1<sup>st</sup> Reading.**
- **2014 Town Audit:** Mr. Tempas and Mr. Mark Elmshausen presented the 2014 Financial Audit of the Town. Both noted the ongoing management comment noting the importance of strict oversight by the Treasurer because of minimal checks and balances due to limited administrative personnel. Including this comment, the auditors have given the Town a clean financial audit. They found no misappropriation, mismanagement or fraud in the handling of any funds by staff or management of the Town. They have filed the audit with the Department of Local Affairs with the State of Colorado.  
**ACTION: upon a motion by Trustee Cope and a second by Trustee Menk, the Board of Trustees unanimously approved the 2014 audit.**
- **KB Homes Referral Letter:** Mr. Sieber presented to the Trustees his staff report on the referral from the City of Littleton as well as a draft of a letter to the City. The Trustees concluded that the points set forth in the letter were appropriate and that the letter should strongly object to the development as submitted while respecting the authority and jurisdiction of the Littleton P&Z and Council  
**ACTION: upon a motion by Trustee Best and a second by Trustee Champion, the Board of Trustees unanimously authorized the Mayor to send a letter responding to the KB Homes Referral**

**ADJOURNMENT:** There being no further business, the meeting was adjourned at 8:26 p.m.

Submitted by,  
Dana Struthers on behalf of  
J.D. McCrumb, Town Administrator

*\* All reports and exhibits listed "as attached" are available on the Columbine Valley web site and by request at Town Hall, 2 Middlefield Road.*

May 29, 2015

Mr. Nick Leibold  
31 Wedge Way  
Columbine Valley, Colo. 80123

Dear Nick:

I've just read about your winning the President's Leadership Award sponsored by the U.S. Golf Association and the American Junior Golf Association. I understand that this award is granted to one male and one female in our country who best demonstrates leadership, character and community service through the Leadership Links program which was created to further develop junior golfers through volunteerism. On behalf of the Columbine Valley Board of Trustees I want to congratulate you and express our appreciation for your terrific record of academic achievement, your contributions to Special Olympics, the First Tee of Denver, your Birdies for Charity Program, and the Heritage High School National Honor Society.

Your 140 hours of volunteerism truly benefits your community and high school. And I'm confident that you are an accomplished golfer and athlete proving yourself as an important leader in any group with which you participate. We as elected officials in your Town are proud of you and your family and thank you for all you do for the youth of Columbine Valley, Littleton, Denver and the State of Colorado. We'd like to meet you and your family and ask if you might be able to attend a Board meeting on July 21 to personally thank you. We meet at 6:30 p.m. in our Town Hall on Middlefield Road. I'll ask our Town Administrator to call you and ask if you could spend a few minutes with us.

Again, Nick, congratulations for your selection as the recipient of the award by the USGA-AJGA for 2015. Columbine Valley is very proud of you.

Sincerely,

Gale D. Christy  
Mayor, Columbine Valley



## **Nick Leibold: 2015 Presidents' Leadership Award**

Nick Leibold, of Littleton, Colo., was named the male recipient of the 2015 USGA-AJGA Presidents' Leadership Award, the United States Golf Association and American Junior Golf Association announced Friday.

The USGA-AJGA Presidents' Leadership Award was created to recognize one male and one female junior golfer who demonstrate leadership, character and community service through their involvement with the Leadership Links program – a joint initiative founded by the USGA and AJGA in 2005 to further develop junior golfers through volunteerism.

"It's an honor to get this award," Leibold said. "The campaign was a lot of effort, but it was so worth it to see the impact of my project."

Leibold, 17, and female recipient Hannah Berman, of Ponte Vedra Beach, Fla., will be honored on June 24 in Sunriver, Ore., during the Rolex Tournament of Champions. Additionally, they will each receive tickets to a future U.S. Open and an automatic entry into the 2015 Rolex Tournament of Champions, one of the world's most prestigious junior golf events.

### **About Nick Leibold**

Growing up just outside of Denver, Leibold has always had a passion for his hometown and the game of golf. Over the years, this passion has translated to extensive volunteer work on and off the course.

In the summer of 2014, Leibold took part in the AJGA's Birdies for Charity program, choosing to donate his earnings to The First Tee of Denver and the AJGA's Achieving Competitive Excellence (ACE) Grant. The First Tee of Denver is a nonprofit organization that aims to educate and develop inner-city youth in the Denver area through golf clinics and after-school programs.

"I knew I wanted to donate to a golf charity," Leibold said. "The First Tee does such a great job teaching the game to kids who might not have the opportunity otherwise. I think it's great that I get to share the sport I love."

Leibold created a fundraising website and received pledges from nearly 70 donors for every birdie he made at tournaments during June and July. He also sent monthly updates on his tournament performances and fundraising progress, along with a handwritten thank-you note to each sponsor.

"The donors are the reason I was able to give to The First Tee of Denver," he said. "They were being so generous, so I needed to thank them and return their generosity."

His efforts paid off. Leibold raised more than \$8,000 for The First Tee of Denver and an additional \$3,000 for the ACE Grant. His Birdies for Charity campaign was one of the top three in the nation, which earned him the opportunity to play golf with Rickie Fowler in November.

"What I learned from Rickie is that no matter how rich, famous or popular you become, we all have a responsibility to give back, especially in golf," Leibold said. "It's a sport of integrity, honor and discipline. It deserves to be shared with everyone."

When he isn't raising money or playing golf, Leibold volunteers as a basketball player partner for the Special Olympics and serves as a mentor to freshman students at Heritage High School. Through his various efforts, he volunteered more than 140 hours in 2014.

"I don't have a lot of free time," Leibold said. "School comes first and I'm always busy, but I have a great life. I certainly have time to help."

Leibold is a member of the National Honor Society, has maintained a 3.98 GPA through his junior year and has been named a Colorado Junior Golf Association Academic All Star every year since 2008.

Looking ahead, Leibold is excited about competing in the Rolex Tournament of Champions. Before graduating in 2016, he plans to volunteer more with The First Tee of Denver over the summer and participate in Leadership Links again.







**BUILDING COMMISSIONER'S MONTHLY REPORT**  
**15-Jun**

ADDRESS	PERMIT	PL REV	TAX	OS	TOTAL
16 Club Lane SFR	\$10,167.80	\$6,609.07	\$25,171.56	\$2,097.63	\$44,046.06
7 Club Lane New boiler	\$300.00	\$0.00	\$210.00	\$17.50	\$527.50
10 Arabian Demo and rebuild deck	\$247.45	\$160.84	\$161.40	\$13.45	\$583.14
62 Spyglass Replace windows	\$300.10	\$0.00	\$207.71	\$17.31	\$525.12
16 Driver Lane Replace AC w/ 3 Ton Lennox	\$142.15	\$0.00	\$61.50	\$5.13	\$208.78
7 Club Lane Remove Fireplace install beam	\$142.15	\$92.40	\$75.00	\$6.25	\$315.80
15 Eigel Dr. New Roof	\$405.00	\$0.00	\$296.93	\$24.74	\$726.67
7 Arabian Replace AC / 2 Furnaces	\$247.45	\$0.00	\$159.00	\$13.25	\$419.70
<b>Total</b>	<b>\$11,952.10</b>	<b>\$6,862.31</b>	<b>\$26,343.10</b>	<b>2,195.26</b>	<b>\$47,352.77</b>
<b><u>Building Revenue</u></b>		<b><u>2014</u></b>	<b><u>2014 YTD</u></b>	<b><u>2015</u></b>	<b><u>2015 YTD</u></b>
	<b>January</b>	\$21,355.02	\$21,355.02	\$14,742.95	\$14,742.95
	<b>February</b>	\$11,064.70	\$32,419.72	\$18,825.38	\$33,568.33
	<b>March</b>	\$16,061.56	\$48,481.28	\$50,783.31	\$84,351.64
	<b>April</b>	\$11,051.71	\$59,532.99	\$74,019.44	\$158,371.08
	<b>May</b>	\$5,801.62	\$65,334.61	\$6,985.21	\$165,356.29
	<b>June</b>	<b>\$28,682.64</b>	<b>\$94,017.25</b>	<b>\$47,356.29</b>	<b>\$212,712.58</b>

TOWN OF COLUMBINE VALLEY  
 COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS  
 JUNE 30, 2015

	Totals	
Assets	June 30, 2015	December 31, 2014
Cash and investments	\$ 1,557,836	1,315,856
Other receivables	161,986	80,048
Property taxes receivable	8,161	307,035
Property and equipment, net	2,054,790	2,054,790
	<b>\$ 3,782,773</b>	<b>3,757,729</b>
<u>Liabilities and Equity</u>		
Liabilities:		
Accounts payable	\$ 35,174	17,569
Accrued liabilities	19,593	19,541
Deferred property tax revenue	8,161	307,035
Capital lease payable	-	-
Fund balance:		
Reserved - TABOR emergency	40,681	40,681
Conservation Trust	17,324	19,976
Arapahoe County Open Space	291,298	260,596
Unavailable - Fixed assets net of outstanding long term debt	2,054,790	2,054,790
Unreserved	1,315,752	1,037,541
Total equity	<b>3,719,845</b>	<b>3,413,584</b>
	<b>\$ 3,782,773</b>	<b>3,757,729</b>

TOWN OF COLUMBINE VALLEY  
 COMBINED STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE  
 ALL GOVERNMENTAL FUND TYPES  
 BUDGET AND ACTUAL  
 SIX MONTHS ENDED JUNE 30, 2015 AND 2014

Revenue	June Totals		Six Months Ended June 30, 2015		
	2015	2014	Budget	Actual	Variance
<b>Taxes:</b>					
Property taxes	\$ 76,028	63,896	290,276	298,874	8,598
Specific ownership taxes	3,894	1,813	9,984	11,805	1,821
Sales and use tax	65,467	33,406	199,998	251,539	51,541
Utility franchise fees	2,083	-	24,000	24,073	73
Cable television	6,000	6,000	12,500	12,568	68
<b>Permits and fines:</b>					
Permits, fees and services	30,090	13,137	55,002	88,118	33,116
Fines	6,990	6,468	45,000	42,856	(2,144)
<b>Intergovernmental:</b>					
Bow Mar IGA	63,949	-	127,898	191,846	63,948
State highway user's tax	3,798	3,500	22,500	22,084	(416)
County highway tax revenue	7,069	6,959	4,200	11,568	7,368
Motor vehicle registration fees	760	475	2,502	2,544	42
State cigarette tax apportionment	54	49	252	314	62
Conservation Trust Fund entitlement	1,808	1,532	3,000	3,332	332
Arapahoe County Open Space shareback	4,923	27,293	27,000	30,555	3,555
Interest income	157	140	1,248	423	(825)
Other	1,138	11,000	11,298	11,616	318
<b>Total revenue</b>	<b>274,208</b>	<b>175,668</b>	<b>836,658</b>	<b>1,004,115</b>	<b>167,457</b>
<b>Expenditures</b>					
<b>Current:</b>					
Public safety	54,839	56,866	337,996	319,403	18,593
Sanitation	5,613	5,613	34,998	33,677	1,321
Administration	47,732	38,024	215,479	211,682	3,797
Planning and zoning	13,370	11,963	19,998	40,609	(20,611)
Public works	14,255	46,214	193,000	47,199	145,801
Other - rounding	(1)	(2)	-	-	-
<b>Capital lease:</b>					
Principal	-	-	-	-	-
Interest	-	-	-	-	-
Capital outlay	-	-	-	-	-
Capital expenditures	-	-	39,000	39,284	(284)
Conservation Trust Fund expenditures	-	6,000	6,000	6,000	-
<b>Total expenditures</b>	<b>135,808</b>	<b>164,678</b>	<b>846,471</b>	<b>697,854</b>	<b>148,617</b>
<b>Excess of revenue over expenditures</b>	<b>138,400</b>	<b>10,990</b>	<b>(9,813)</b>	<b>306,261</b>	<b>316,074</b>
<b>Major projects</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Excess of revenue over (under) expenditures and major projects</b>	<b>138,400</b>	<b>10,990</b>	<b>(9,813)</b>	<b>306,261</b>	<b>316,074</b>
<b>Fund balance - beginning of period</b>	<b>1,526,655</b>	<b>1,573,076</b>	<b>1,236,462</b>	<b>1,358,794</b>	<b>122,332</b>
<b>Fund balance - end of period</b>	<b>\$ 1,665,055</b>	<b>1,584,066</b>	<b>1,226,649</b>	<b>1,665,055</b>	<b>438,406</b>

TOWN OF COLUMBINE VALLEY  
GENERAL FUND  
SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL  
SIX MONTHS ENDED JUNE 30, 2015 AND 2014

	Six Months Ended				
	June 2015	June 2014	Budget	Actual	Variance
Public safety:					
Automotive expenses	3,235	3,876	23,248	15,312	7,936
Salaries and benefits	39,335	41,737	263,898	259,753	4,145
Municipal court	3,937	4,002	20,496	21,533	(1,037)
Other	8,332	7,251	30,354	22,805	7,549
	<u>54,839</u>	<u>56,866</u>	<u>337,996</u>	<u>319,403</u>	<u>18,593</u>
Sanitation	5,613	5,613	34,998	33,677	1,321
Administration:					
Legal	5,581	4,361	19,998	23,699	(3,701)
Accounting and audit	6,100	550	16,700	16,500	200
Inspection	9,220	11,844	32,502	28,431	4,071
Town administration	12,797	13,732	97,140	89,105	8,035
Insurance and bonds	4,207	4,832	12,252	17,121	(4,869)
Office supplies and miscellaneous	5,120	290	10,332	12,928	(2,596)
County Treasurer's collection fees	961	639	2,303	2,989	(686)
Rent and building occupancy costs	3,746	1,776	24,252	20,909	3,343
	<u>47,732</u>	<u>38,024</u>	<u>215,479</u>	<u>211,682</u>	<u>3,797</u>
Planning and zoning					
Engineering	13,370	11,963	19,998	40,609	(20,611)
Public works:					
Street repairs and maintenance	1,477	40,860	167,002	15,244	151,758
Street lighting	1,044	1,080	7,500	6,936	564
Weed and tree removal	7,016	1,620	3,750	12,325	(8,575)
Other	4,718	2,654	14,748	12,694	2,054
	<u>14,255</u>	<u>46,214</u>	<u>193,000</u>	<u>47,199</u>	<u>145,801</u>
Other - rounding	(1)	(2)	-	-	-
Capital expenditures:					
Public safety	-	-	39,000	39,284	(284)
Administration	-	-	-	-	-
Public works	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>39,000</u>	<u>39,284</u>	<u>(284)</u>
Conservation Trust Fund expenditures	-	6,000	6,000	6,000	-
	<u>-</u>	<u>6,000</u>	<u>6,000</u>	<u>6,000</u>	<u>-</u>
Total expenditures	<u>135,808</u>	<u>164,678</u>	<u>846,471</u>	<u>697,854</u>	<u>148,617</u>
Major projects:					
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures and major projects	<u>135,808</u>	<u>164,678</u>	<u>846,471</u>	<u>697,854</u>	<u>148,617</u>

TOWN OF COLUMBINE VALLEY  
 SUPPLEMENTAL SCHEDULE OF GENERAL FUND EXPENDITURES - BUDGET AND ACTUAL  
 SIX MONTHS ENDED JUNE 30, 2015 AND 2014

	June 2015	June 2014	Six Months Ended June 30, 2015		
			Budget	Actual	Variance
<b>Public Safety:</b>					
Automotive expenses:					
Cruiser gas/oil/maintenance	1,672	2,326	19,998	10,624	9,374
Cruiser insurance	1,563	1,550	3,250	4,688	(1,438)
	<u>3,235</u>	<u>3,876</u>	<u>23,248</u>	<u>15,312</u>	<u>7,936</u>
Salaries and benefits:					
Salaries	29,279	31,410	204,000	201,328	2,672
Pension plan	3,095	2,338	20,400	20,009	391
Health/workman's comp insurance	6,961	7,989	39,498	38,416	1,082
	<u>39,335</u>	<u>41,737</u>	<u>263,898</u>	<u>259,753</u>	<u>4,145</u>
Municipal court:					
Municipal court - judge	750	1,125	4,500	4,500	-
Municipal court - legal	2,876	2,563	12,498	15,105	(2,607)
Municipal court - other	311	314	3,498	1,928	1,570
	<u>3,937</u>	<u>4,002</u>	<u>20,496</u>	<u>21,533</u>	<u>(1,037)</u>
Other:					
Uniforms	-	-	4,002	2,052	1,950
Education/training	-	675	3,750	350	3,400
Arapahoe County dispatch fee	6,450	6,450	12,900	12,900	-
Supplies/miscellaneous	1,882	126	9,702	7,503	2,199
	<u>8,332</u>	<u>7,251</u>	<u>30,354</u>	<u>22,805</u>	<u>7,549</u>
Administration:					
Town administration:					
Salaries - administration	9,548	9,900	71,500	61,929	9,571
FICA/Medicare - administration	882	1,382	5,720	5,453	267
Health insurance - administration	998	930	7,998	7,970	28
Pension - administration	477	443	3,488	3,096	392
Telephone/communications	473	413	2,502	2,762	(260)
Computer expense	419	664	2,502	3,240	(738)
Election expense	-	-	1,000	-	1,000
Dues and publications	-	-	2,430	4,655	(2,225)
	<u>12,797</u>	<u>13,732</u>	<u>97,140</u>	<u>89,105</u>	<u>8,035</u>
Office supplies and miscellaneous:					
Advertising/notices	-	-	252	29	223
Miscellaneous	4,032	162	7,578	10,154	(2,576)
Supplies - administration	1,088	128	2,502	2,745	(243)
	<u>5,120</u>	<u>290</u>	<u>10,332</u>	<u>12,928</u>	<u>(2,596)</u>
Legal	5,581	4,361	19,998	23,699	(3,701)
Accounting and audit	6,100	550	16,700	16,500	200
Inspection	9,220	11,844	32,502	28,431	4,071
Insurance and bonds	4,207	4,832	12,252	17,121	(4,869)
County Treasurer's collection fees	961	639	2,303	2,989	(686)
Building occupancy costs	3,746	1,776	24,252	20,909	3,343

TOWN OF COLUMBINE VALLEY  
 SUPPLEMENTAL SCHEDULE OF GENERAL FUND EXPENDITURES - BUDGET AND ACTUAL  
 SIX MONTHS ENDED JUNE 30, 2015 AND 2014

	June 2015	June 2014	Six Months Ended June 30, 2015		
			Budget	Actual	Variance
<b>Public works:</b>					
<b>Street repairs and maintenance:</b>					
Street/gutter maintenance	338	40,790	150,000	2,350	147,650
Snow removal	-	-	7,500	11,085	(3,585)
Striping	-	-	1,500	-	1,500
Signs maintenance	-	-	1,500	250	1,250
Vehicle maintenance	1,139	70	1,002	1,559	(557)
Other drainage	-	-	4,500	-	4,500
Street cleaning	-	-	1,000	-	1,000
	<u>1,477</u>	<u>40,860</u>	<u>167,002</u>	<u>15,244</u>	<u>151,758</u>
Street lighting	1,044	1,080	7,500	6,936	564
Ground maintenance	7,016	1,620	3,750	12,325	(8,575)
<b>Other:</b>					
Miscellaneous minor public works	(915)	1,891	3,750	4,518	(768)
Storm water permit process	231	-	3,000	2,774	226
Professional fees	5,402	763	7,998	5,402	2,596
	<u>4,718</u>	<u>2,654</u>	<u>14,748</u>	<u>12,694</u>	<u>2,054</u>
<b>Capital and Conservation Trust Fund:</b>					
<b>Capital expenditures:</b>					
Administration	-	-	-	-	-
Public safety	-	-	39,000	39,284	(284)
Public works	-	-	-	-	-
	-	-	<u>39,000</u>	<u>39,284</u>	<u>(284)</u>
<b>Conservation Trust Fund expenditures:</b>					
Miscellaneous	-	6,000	6,000	6,000	-
	-	<u>6,000</u>	<u>6,000</u>	<u>6,000</u>	<u>-</u>



**TOWN OF COLUMBINE VALLEY  
TOWN ADMINISTRATOR'S REPORT  
JULY 2015**

**MUNICIPAL COURT:**

Court Revenue Total: 2013           \$84,804.73  
                                  2014           \$75,466.79

<u>Court Revenue</u>	<u>2014</u>	<u>2014YTD</u>	<u>2015</u>	<u>2015YTD</u>
January	\$5,670.50	\$5,670.50	<b>\$4,120.95</b>	<b>\$4,120.95</b>
February	\$4,160.00	\$9,830.50	<b>\$8,377.50</b>	<b>\$12,498.45</b>
March	\$7,279.50	\$17,110.00	<b>\$8,315.52</b>	<b>\$20,813.97</b>
April	\$6,999.00	\$24,109.00	<b>\$7,540.50</b>	<b>\$28,354.47</b>
May	\$9,258.25	\$33,367.25	<b>\$7,122.00</b>	<b>\$35,476.47</b>
June	\$6,468.25	\$39,835.50	<b>\$6,914.66</b>	<b>\$42,391.13</b>

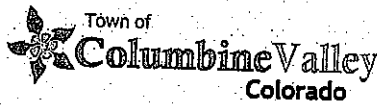
**4<sup>TH</sup> OF JULY PARADE:** The annual 4<sup>th</sup> of July Parade was a huge success, we had an estimated 300 people participate in the parade, watch the parade, or join us at Town Hall for the festivities. Everybody on Town staff had a hand in making the event a hit, and my very special thanks to everyone who contributed and participated, including the following volunteers:

Gale Christy	Ellen Redding
Dave Cope	Keri-Jill Scott
Sandy Graham	Stephanie Chappell
Andy Larsen	Kelly Spicer
Anne Larsen	Ann Margaret
Kristin Schweitzer	Anthony Wood
Jim McShane	Kayla Cottrell

And the gentleman from American Legion Post 103

Respectfully Submitted,

J.D. McCrumb  
July 21, 2015



### Request for Board of Trustee Action

**Date:** July 21, 2015

**Title:** Trustee Bill #2, Series 2015 2014 National Electric Code

**Presented By:** Jim Thelen, Building Official

**Prepared By:** Jim Thelen, Building Official

**Background:** The ordinance before you tonight adopts the 2014 National Electrical Code (NEC). The NEC is published every three years and presented to the Trustees for adoption. The code provides requirements to ensure occupants of a structure are safe from fire and protected from electric shock.

The National Electric Code is a State mandated code which all jurisdictions are required to adopt. We can amend the code provide such amendments are more stringent than those contained in the state code.

There are many technical changes in the 2014 electric code pertaining to industrial, commercial, and residential electrical installations. For the Town on Columbine Valley that has mostly residential occupancies, the changes analyzed will pertain only to residential changes.

- The code has been clear about dedicated space for equipment for indoor installations, but silent for outdoor installations. Outside at the electrical panel there could be gas lines, refrigeration piping and water piping for lawn sprinkler systems. With this new code change these non-electrical piping would be prohibited where electrical equipment is located outdoors and will take more planning by the architect to keep this dedicated space free for electrical equipment only.
- A list of approved wiring methods for underground service conductors was added to the code. This will provide clarity for installers.



- When underground conductors are used at the panel a warning label must be installed to identify the voltage between conductors. This will alert the electrician of the voltage and provide for a safe installation.
- Manufactures of ground fault circuit interrupters (GFCI) suggests these devices be tested yearly to verify they function properly. For ease of testing a new code change requires GFCI's to be located in a "readily accessible" location. Readily accessible is defined as capable or being reached quickly for operation or inspection without having to climb over or remove obstacles, or resort to portable ladders. This will be a challenge for installers because appliances such as dishwashers and garbage disposals have GFCI receptacles located in the back wall of cabinets which are not considered "readily accessible".

**Attachments:** Trustee Bill #2, Series 2015

**Fiscal Impacts:** None.

**Staff Recommendations:** Staff recommendation is to adopt the 2014 National Electrical code as presented.

**Recommended Motion:** "I move to approve Trustee Bill #2, Series 2015 on 2<sup>nd</sup> reading".

## TOWN OF COLUMBINE VALLEY

TRUSTEE BILL NO. 2  
Series of 2015

INTRODUCED BY  
TRUSTEE: JEFF MAY

A BILL  
CONCERNING

THE ADOPTION OF THE 2014  
NATIONAL ELECTRIC CODE

AN ORDINANCE OF THE TOWN OF COLUMBINE VALLEY, COLORADO FOR THE PURPOSE OF PROVIDING REGULATIONS FOR THE BUILDING OF RESIDENCES AND OTHER STRUCTURES CONSISTENT WITH CURRENT CODES USED THROUGHOUT THE STATE OF COLORADO AND THE NATION; ADOPTING BY REFERENCE THE 2014 EDITION OF THE NATIONAL ELECTRICAL CODE, PUBLISHED BY THE NATIONAL FIRE PROTECTION ASSOCIATION, ONE BATTERYMARCH PARK, QUINCY MASSACHUSETTS, 02169-7471

NOW THEREFORE, BE IT ORDAINED BY THE TOWN TRUSTEES OF THE TOWN OF COLUMBINE VALLEY, COLORADO, THAT:

**Section 1:** Section 15.12.010 of the Columbine Valley Municipal Code is hereby repealed and reenacted to read:

15.12.010 Adoption of Code The National Electric Code, 2014 edition, published by the National Fire Protection Association, One Batterymarch Park, Quincy Massachusetts, 02169-7471 is hereby adopted by reference with the same force and effect as though fully set forth as the Electric Code of the Town of Columbine Valley for regulating the installation, enlargement, repair and maintenance of electrical systems of all kinds. Two (2) copies of said Code are on file in the office of the Town Clerk and may be inspected during regular business hours.

15.12.020 Amendments, Modifications and Changes: The following amendments, modifications and changes are hereby made in the provisions of the National Electric Code, 2014 edition herein adopted.

Where the National Electric Code, 2014 addition, conflicts with Title 15 of the Municipal Code of the Town of Columbine Valley, the most restrictive provisions apply.

**Section 2:** Penalties The following penalties, herewith as forth in full, shall apply to this ordinance.

It is unlawful for any person to violate any provisions stated or adopted in this ordinance, or in the codes adopted herein.

Every person convicted of any violation of any provision stated or adopted in this ordinance or by the Codes adopted herein shall be punished by a fine not exceeding \$2,650.00, or by imprisonment not exceeding ninety (90) days or by both fine and imprisonment.

**Section 3: Application** This ordinance and the Codes adopted therein shall apply to every dwelling or structure under construction or to be constructed in the future and, will be appropriate to existing buildings or structures contained within the corporate boundaries of the Town of Columbine Valley; the construction or use of which this municipality has jurisdiction and authority to regulate.

**Section 4: Severability** If any part or parts of this ordinance are for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part or parts thereof irrespective of the fact that any one or parts be declared invalid.

**Section 5: Repealer** Existing ordinance, or parts of ordinances, covering the same matters as embraced in this ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed, and provided that this repealer shall not repeal the repealer clauses of such ordinances nor revise any ordinances thereby, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the taking of effect of this ordinance.

**Section 6: Interpretation** This ordinance shall be so interpreted and construed as to effectuate its general purpose to make uniform the regulation of building and construction within the Town of Columbine Valley, and by virtue of the Codes adopted herein. Article and Section headings of the Ordinance and adopted Codes shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or extent of the provisions of any article or section thereof.

**Section 7: Certification** The Town Clerk shall certify that passage of this ordinance and make not less than two copies of the adopted Code available for inspection by the public during regular business hours.

**Section 8: Publication** This Ordinance shall be in full force and effect upon the expiration of thirty (30) days after the publication of this Ordinance in the Littleton Independent, said newspaper being a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

Introduced as Trustee Bill No. \_\_\_\_\_ Series of 2015 at the regular meeting of the Board of Trustees of the Town of Columbine Valley, Colorado, on the 16<sup>th</sup>, day of June, 2015, passed by a vote of 6 for and 0 against, on first reading; then following a Public Hearing held at 6:15pm on 21<sup>st</sup> day of July, 2015, passed on second reading by the Board of Trustees at their regular meeting held at the Columbine Valley Town Hall, 2 Middlefield Road, Columbine Valley, Arapahoe County, Colorado, by a vote of \_\_\_\_\_ for and \_\_\_\_\_ against on the

\_\_\_\_\_ day of \_\_\_\_\_, 2015 at \_\_\_\_pm and ordered published in the  
Littleton Independent on the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Gale Christie, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



**Request for Board of Trustee Action**

**Date:** July 21, 2015

**Title:** Trustee Bill #3, Series 2015: Customer Service Standards (2<sup>nd</sup> Reading)

**Presented By:** Richard Champion, Town Trustee

**Prepared By:** Lee Schiller, Town Attorney

**Background:** The Colorado Communications and Utility Alliance customer service standards were established to ensure the quality of service cable operators are expected to offer their customers. These standards will apply to current and future providers operating within Columbine Valley.

**Attachments:** Trustee Bill #3, 2015  
CCUA Customer Service Standards

**Fiscal Impacts:** None.

**Staff Recommendations:** Approve as presented

**Recommended Motion:** "I move to approve Trustee Bill #3, Series 2015 on 2<sup>nd</sup> Reading"

TOWN OF COLUMBINE VALLEY

TRUSTEE BILL NO.3  
SERIES OF 2015

INTRODUCED BY  
TRUSTEE: RICHARD  
CHAMPION

A BILL FOR  
AN ORDINANCE

CONCERNING CUSTOMER SERVICE STANDARDS FOR CABLE OPERATORS

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF COLUMBINE VALLEY, COLORADO AS FOLLOWS:

Section 1. Chapter 5.06, concerning Customer Service Standards for cable operators is hereby added to Chapter 5 of Title 5 of the Municipal Code of the Town of Columbine Valley as follows:

The Colorado Communications and Utility Alliance customer service standards, revised April 18, 2013 ("The Standards") are hereby adopted. The purpose of the Standards is to establish uniform requirements for the quality of service cable operators are expected to offer their customers. A copy of said Standards is attached hereto and incorporated by reference herein.

Section 2. A cable operator granted a franchise within the Town shall comply with the customer service standards of the Town as may be amended from time to time. Adoption of new customer service standards by the Colorado Communications and Utility Alliance ("CCUA") or its successor organization will serve as adoption by the Town. If the Town withdraws from or the CCUA dissolves, adoption of new customer service standards shall be enacted by ordinance or resolution of the Town.

Section 3. Should any section clause, sentence, part or portion of this Ordinance be adjudged by any court to be unconstitutional or invalid, the same shall not affect, impair, or invalidate the Ordinance as a whole or any part thereof other than the part or portion declared by such court to be unconstitutional or invalid.

Section 4. The Town Clerk shall certify the passage of this Ordinance and cause notice of its contents and passage to be published.

Section 5. This Ordinance shall be in full force and effect upon the expiration of thirty (30) days after the publication of this Ordinance in the Littleton Independent, Littleton, Colorado, said newspaper being a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

Introduced as Trustee Bill No. 3, series of 2015, at a regular meeting of the Board of Trustees of the Town of Columbine Valley, Colorado, on the 16<sup>th</sup> day of June, 2015, passed by a vote of 6 for and 0 against, on first reading; passed on second reading, as Trustee Bill No. 3, 2015, at a regular meeting of the Board of Trustees by a vote of \_\_\_\_\_ for and \_\_\_\_\_ against on the 21<sup>st</sup> day of July, 2015, and ordered published in the Littleton Independent on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Gale Christy, Mayor

TRUSTEE BILL NO. 3  
SERIES OF 2015

ATTEST:

\_\_\_\_\_  
JD McCrumb,  
Clerk of the Town of Columbine Valley

**Colorado Communications and Utility Alliance  
Customer Service Standards  
(revised April 18, 2013)**

**Introduction**

The Colorado Communications and Utilities Alliance ("CCUA") has created the following Customer Service Standards (the "Standards") for distribution and adoption by Members. 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 metropolitan 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 CCUA's assessment of the needs of citizens in its members' jurisdictions, the CCUA adopted, modified and created standards specially tailored to members of the CCUA communities.

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 CCUA that the security fund will never need to be drawn upon; however, the CCUA believes that some enforcement measures are necessary.

**COLORADO COMMUNICATIONS AND UTILITIES ALLIANCE  
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 supercede any contradictory or inconsistent provision in federal, state or local law (Source: 47 U.S.C. § 552(a)(1) and (d)), provided, however, that any provision in federal, state or local law, or in any original franchise agreement or renewal agreement, that imposes a higher obligation or requirement than is imposed by these Standards, shall not be considered contradictory or inconsistent with these Standards. In the event of a conflict between these Standards and a Franchise Agreement, the Franchise Agreement shall control.

These Standards apply to the provision of any Cable Service, provided by a Cable Operator over a Cable System, within the Town of Columbine Valley.

## 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).

"City" shall mean the Town of Columbine Valley, Colorado.

"Colorado Communications and Utilities Alliance" or "CCUA" shall mean an association comprised primarily of local governmental subdivisions of the State of Colorado, or any successor entity. The CCUA may, on behalf of its members, be delegated the authority to review, investigate or otherwise take some related role in the administration and/or enforcement of any functions under these Standards.

"Contractor" shall mean a person or entity that agrees by contract to furnish materials or perform services for another at a specified consideration.

"Customer" shall mean any person who receives any Cable Service from a Cable Operator.

"Customer Service Representative" (or "CSR") shall mean any person employed with or under contract or subcontract to a Cable Operator to assist, or provide service to, customers, whether by telephone, writing service or installation orders, answering customers' questions in person, receiving and processing payments, or performing any other customer service-related tasks.

"Escalated complaint" shall mean a complaint that is referred to a Cable Operator by the Franchising Authority.

"Franchising Authority" shall mean the City (Town).

"Necessary" shall mean required or indispensable.

"Non-cable-related purpose" shall mean any purpose that is not necessary to render or conduct a legitimate business activity related to a Cable Service or Other Service provided by a Cable Operator to a Customer. Market research, telemarketing, and other marketing of services or products that are not related to a Cable Service or Other Service provided by a Cable Operator to a Customer shall be considered Non-cable-related purposes.

"Normal business hours" shall mean those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include at least some evening hours one night per week, and include some weekend hours. Source: 47 C.F.R. § 76.309.

"Normal operating conditions" shall mean those service conditions which are within the control of a Cable Operator. Conditions which are not within the control of a Cable Operator include, but are not necessarily limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Conditions which are ordinarily within the control of a Cable Operator include, but are not necessarily limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods and maintenance or upgrade to the Cable System.

"Other Service(s)" shall mean any wire or radio communications service provided using any of the facilities of a Cable Operator that are used in the provision of Cable Service.

"Personally Identifiable Information" shall mean specific information about an identified Customer, including, but not be limited to, a Customer's (a) login information for the use of Cable Service and management of a Customer's Cable Service account, (b) extent of viewing of video programming or Other Services, (c) shopping choices, (d) interests and opinions, (e) energy uses, (f) medical information, (g) banking data or information, or (h) any other personal or private information. "Personally Identifiable Information" shall not mean any aggregate information about Customers which

does not identify particular persons, or information gathered by a Cable Operator necessary to install, repair or service equipment or Cable System facilities at a Customer's premises.

"Service interruption" or "interruption" shall mean (i) the loss or substantial impairment of picture and/or sound on one or more cable television channels.

"Service outage" or "outage" shall mean a loss or substantial impairment in reception on all channels.

"Subcontractor" shall mean a person or entity that enters into a contract to perform part or all of the obligations of another's contract.

"Town" shall mean the Town of Columbine Valley, 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/County/Town, a Cable Operator shall post a sign at each Service Center, visible from the outside of the Service Center, advising Customers of its hours of operation and of the telephone number at which to contact the Cable Operator if the Service Center is not open at the times posted.

The Cable Operator shall use commercially reasonable efforts to implement and promote "self-help" tools and technology, in order to respond to the growing demand of Customers who wish to interact with the Cable Operator on the Customer's own terms and timeline and at their own convenience, without having to travel to a Service Center. Without limitation, examples of self-help tools or technology may include self-installation kits to Customers upon request; pre-paid mailers for the return of equipment upon Customer request; an automated phone option for Customer bill payments; and equipment exchanges at a Customer's residence in the event of damaged equipment. A Cable Operator shall provide free exchanges of faulty equipment at the customer's address if the equipment has not been damaged in any manner due to the fault or negligence of the customer.

2. A Cable Operator shall maintain local telephone access lines that shall be available twenty-four (24) hours a day, seven (7) days a week for service/repair requests and billing/service inquiries.
3. A Cable Operator shall have dispatchers and technicians on call twenty-four (24) hours a day, seven (7) days a week, including legal holidays.
4. If a customer service telephone call is answered with a recorded message providing the customer with various menu options to address the customer's concern, the recorded message must provide the customer the option to connect to and speak with a CSR within sixty (60) seconds of the commencement of the recording. During Normal Business Hours, a Cable Operator shall retain sufficient customer service representatives and telephone line capacity to ensure that telephone calls to technical service/repair and billing/service inquiry lines are answered by a customer service representative within thirty (30) seconds or less from the time a customer chooses a menu option to speak directly with a CSR or chooses a menu option that pursuant to the automated voice message, leads to a direct connection with a CSR. Under normal operating conditions, this thirty (30) second telephone answer time requirement standard shall be met no less than ninety (90) percent of the time measured quarterly.
5. Under normal operating conditions, a customer shall not receive a busy signal more than three percent (3%) of the time. This standard shall be met ninety (90) percent or more of the time, measured quarterly.

### **C. Responsiveness**

#### **1. Guaranteed Seven-Day Residential Installation**

a. A Cable Operator shall complete all standard residential installations or modifications to service requested by customers within seven (7) business days after the order is placed, unless a later date for installation is requested. "Standard" residential installations are those located up to one hundred twenty five (125) feet from the existing distribution system. If the customer requests a nonstandard residential installation, or the Cable Operator determines that a nonstandard residential installation is required, the Cable Operator shall provide the customer in advance with a total installation cost estimate and an estimated date of completion.

b. All underground cable drops to the home shall be buried at a depth of no less than twelve inches (12"), or such other depth as may be required by the Franchise Agreement or local code provisions, or if there are no applicable Franchise or code requirements, at such other depths as may be agreed to by the parties if other construction concerns preclude the twelve inch requirement, and within no more than one calendar week from the initial installation, or at a time mutually agreed upon between the Cable Operator and the customer.

#### **2. Residential Installation and Service Appointments**

a. The "appointment window" alternatives for specific installations, service calls, and/or other installation activities will be either a specific time, or at a maximum, a four (4) hour time block between the hours of 8:00 a.m. and 6:00 p.m., six (6) days per week. A Cable Operator may schedule service calls and other installation activities outside of the above days and hours for the express convenience of

customers. For purposes of this subsection "appointment window" means the period of time in which the representative of the Cable Operator must arrive at the customer's location.

b. A Cable Operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment, unless the customer's issue has otherwise been resolved.

c. If a Cable Operator is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the Cable Operator shall take reasonable efforts to contact the customer promptly, but in no event later than the end of the appointment window. The appointment will be rescheduled, as necessary at a time that is convenient to the customer, within Normal Business Hours or as may be otherwise agreed to between the customer and Cable Operator.

d. A Cable Operator shall be deemed to have responded to a request for service under the provisions of this section when a technician arrives within the agreed upon time, and, if the customer is absent when the technician arrives, the technician leaves written notification of arrival and return time, and a copy of that notification is kept by the Cable Operator. In such circumstances, the Cable Operator shall contact the customer within forty-eight (48) hours.

### 3. Residential Service Interruptions

a. In the event of system outages resulting from Cable Operator equipment failure, the Cable Operator shall correct such failure within 2 hours after the 3rd customer call is received.

b. All other service interruptions resulting from Cable Operator equipment failure shall be corrected by the Cable Operator by the end of the next calendar day.

#### c. Records of Complaints.

i. A Cable Operator shall keep an accurate and comprehensive file of any complaints regarding the cable system or its operation of the cable system, in a manner consistent with the privacy rights of customers, and the Cable Operator's actions in response to those complaints. These files shall remain available for viewing by the Franchising Authority during normal business hours at the Cable Operator's business office, and shall be retained by the Cable Operator for a period of at least three (3) years.

ii. Upon written request a Cable Operator shall provide the Franchising Authority an executive summary monthly, 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 month. Once a request is made, it need not be repeated and monthly executive summaries shall be provided by the Cable Operator until notified in writing by the Franchising Authority that such summaries are no longer required.

iii. Upon written request a summary of service requests, identifying the number and nature of the requests and their disposition, shall also be completed by the Cable Operator for each quarter and submitted to the Franchising Authority by the fifteenth (15th) day of the month after each calendar quarter. Once a request is made, it need not be repeated and quarterly

summary of service requests shall be provided by the Cable Operator until notified in writing by the Franchising Authority that such summaries are no longer required. Complaints shall be broken out by the nature of the complaint and the type of Cable service subject to the complaint.

d. Records of Service Interruptions and Outages. A Cable Operator shall maintain records of all outages and reported service interruptions. Such records shall indicate the type of cable service interrupted, including the reasons for the interruptions. A log of all service interruptions shall be maintained and provided to the Franchising Authority quarterly, upon written request, within fifteen (15) days after the end of each quarter. Such records shall be submitted to the Franchising Authority with the records identified in Section 3.c.ii above if so requested in writing, and shall be retained by the Cable Operator for a period of three (3) years.

e. All service outages and interruptions for any cause beyond the control of the Cable Operator shall be corrected within thirty-six (36) hours, after the conditions beyond its control have been corrected.

#### 4. TV Reception

a. A Cable Operator shall provide clear television reception that meets or exceeds technical standards established by the United States Federal Communications Commission (the "FCC"). A Cable Operator shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Scheduled interruptions shall be preceded by notice and shall occur during periods of minimum use of the system, preferably between midnight and six a.m. (6:00 a.m.).

b. If a customer experiences poor video or audio reception attributable to a Cable Operator's equipment, the Cable Operator shall

- i. Assess the problem within one (1) day of notification;
- ii. Communicate with the customer regarding the nature of the problem and the expected time for repair;
- iii. Complete the repair within two (2) days of assessing the problem unless circumstances exist that reasonably require additional time.

c. If an appointment is necessary to address any video or audio reception problem, the customer may choose a block of time described in Section III.C.2.a. At the customer's request, the Cable Operator shall repair the problem at a later time convenient to the customer, during Normal Business Hours or at such other time as may be agreed to by the customer and Cable Operator. A Cable Operator shall maintain periodic communications with a customer during the time period in which problem ascertainment and repair are ongoing, so that the customer is advised of the status of the Cable Operator's efforts to address the problem.

#### 5. Problem Resolution

A Cable Operator's customer service representatives shall have the authority to provide credit for interrupted service, to waive fees, to schedule service appointments and to change billing cycles, where appropriate. Any difficulties that cannot be resolved by the customer service representative shall be

referred to the appropriate supervisor who shall contact the customer within four (4) hours and resolve the problem within forty eight (48) hours or within such other time frame as is acceptable to the customer and the Cable Operator.

## 6. Billing, Credits, and Refunds

a. In addition to other options for payment of a customer's service bill, a Cable Operator shall make available a telephone payment option where a customer without account irregularities can enter payment information through an automated system, without the necessity of speaking to a CSR.

b. A Cable Operator shall allow at least thirty (30) days from the beginning date of the applicable service period for payment of a customer's service bill for that period. If a customer's service bill is not paid within that period of time the Cable Operator may apply an administrative fee to the customer's account. The administrative fee must reflect the average costs incurred by the Cable Operator in attempting to collect the past due payment in accordance with applicable law. If the customer's service bill is not paid within forty-five (45) days of the beginning date of the applicable service period, the Cable Operator may perform a "soft" disconnect of the customer's service. If a customer's service bill is not paid within fifty-two (52) days of the beginning date of the applicable service period, the Cable Operator may disconnect the customer's service, provided it has provided two (2) weeks notice to the customer that such disconnection may result.

c. The Cable Operator shall issue a credit or refund to a customer within 30 days after determining the customer's entitlement to a credit or refund.

d. Whenever the Cable Operator offers any promotional or specially priced service(s) its promotional materials shall clearly identify and explain the specific terms of the promotion, including but not limited to manner in which any payment credit will be applied.

## 7. Treatment of Property

To the extent that a Franchise Agreement does not contain the following procedures for treatment of property, Operator shall comply with the procedures set forth in this Section.

a. A Cable Operator shall keep tree trimming to a minimum; trees and shrubs or other landscaping that are damaged by a Cable Operator, any employee or agent of a Cable Operator during installation or construction shall be restored to their prior condition or replaced within seven (7) days, unless seasonal conditions require a longer time, in which case such restoration or replacement shall be made within seven (7) days after conditions permit. Trees and shrubs on private property shall not be removed without the prior permission of the owner or legal tenant of the property on which they are located. This provision shall be in addition to, and shall not supersede, any requirement in any franchise agreement.

b. A Cable Operator shall, at its own cost and expense, and in a manner approved by the property owner and the Franchising Authority, restore any private property to as good condition as before the work causing such disturbance was initiated. A Cable Operator shall repair, replace or compensate a property owner for any damage resulting from the Cable Operator's installation, construction, service or repair activities. If compensation is requested by the customer for damage caused by any Cable Operator

activity, the Cable Operator shall reimburse the property owner one hundred (100) percent of the actual cost of the damage.

c. Except in the case of an emergency involving public safety or service interruption to a large number of customers, a Cable Operator shall give reasonable notice to property owners or legal tenants prior to entering upon private premises, and the notice shall specify the work to be performed; provided that in the case of construction operations such notice shall be delivered or provided at least twenty-four (24) hours prior to entry, unless such notice is waived by the customer. For purposes of this subsection, "reasonable notice" shall be considered:

- i. For pedestal installation or similar major construction, seven (7) days.
- ii. For routine maintenance, such as adding or dropping service, tree trimming and the like, reasonable notice given the circumstances. Unless a Franchise Agreement has a different requirement, reasonable notice shall require, at a minimum, prior notice to a property owner or tenant, before entry is made onto that person's property.
- iii. For emergency work a Cable Operator shall attempt to contact the property owner or legal tenant in person, and shall leave a door hanger notice in the event personal contact is not made. Door hangars must describe the issue and provide contact information where the property owner or tenant can receive more information about the emergency work.

Nothing herein shall be construed as authorizing access or entry to private property, or any other property, where such right to access or entry is not otherwise provided by law.

d. Cable Operator personnel shall clean all areas surrounding any work site and ensure that all cable materials have been disposed of properly.

#### **D. Services for Customers with Disabilities**

1. For any customer with a disability, a Cable Operator shall deliver and pick up equipment at customers' homes at no charge unless the malfunction was caused by the actions of the customer. In the case of malfunctioning equipment, the technician shall provide replacement equipment, hook it up and ensure that it is working properly, and shall return the defective equipment to the Cable Operator.
2. A Cable Operator shall provide either TTY, TDD, TYY, VRS service or other similar service that are in compliance with the Americans With Disabilities Act and other applicable law, with trained operators who can provide every type of assistance rendered by the Cable Operator's customer service representatives for any hearing-impaired customer at no charge.
3. A Cable Operator shall provide free use of a remote control unit to mobility-impaired (if disabled, in accordance with Section III.D.4) customers.
4. Any customer with a disability may request the special services described above by providing a Cable Operator with a letter from the customer's physician stating the need, or by making the request to the Cable Operator's installer or service technician, where the need for the special services can be visually confirmed.



## **E. Cable Services Information**

1. At any time a customer or prospective customer may request, a Cable Operator shall provide the following information, in clear, concise written form, easily accessible and located on Cable Operator's website (and in Spanish, when requested by the customer):

- a. Products and services offered by the Cable Operator, including its channel lineup;
- b. The Cable Operator's complete range of service options and the prices for these services;
- c. The Cable Operator's billing, collection and disconnection policies;
- d. Privacy rights of customers;
- e. All applicable complaint procedures, including complaint forms and the telephone numbers and mailing addresses of the Cable Operator, and the FCC;
- f. Use and availability of parental control/lock out device;
- g. Special services for customers with disabilities;
- h. Days, times of operation, and locations of the service centers;

2. At a Customer's request, a Cable Operator shall make available either a complete copy of these Standards and any other applicable customer service standards, or a summary of these Standards, in a format to be approved by CCA 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 CCA 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 CCA.

5. A Cable Operator shall provide customers with written notification of any change in rates for nondiscretionary cable services, and for service tier changes that result in a deletion of programming from a customer's service tier, at least thirty (30) days before the effective date of change. For purposes of this section, "nondiscretionary" means the subscribed tier and any other Cable Services that a customer has subscribed to, at the time the change in rates are announced by the Cable Operator.

6. All officers, agents, and employees of the Cable Operator or its contractors or subcontractors who are in personal contact with customers and/or when working on public property, shall wear on their outer clothing identification cards bearing their name and photograph and identifying them as representatives of the Cable Operator. The Cable Operator shall account for all identification cards at all times. Every vehicle of the Cable Operator shall be clearly visually identified to the public as working for the Cable Operator. Whenever a Cable Operator work crew is in personal contact with customers or public employees, a supervisor must be able to communicate clearly with the customer or public employee. Every vehicle of a subcontractor or contractor shall be labeled with the name of the contractor and further identified as contracting or subcontracting for the Cable Operator.

7. Each CSR, technician or employee of the Cable Operator in each contact with a customer shall state the estimated cost of the service, repair, or installation orally prior to delivery of the service or before any work is performed, and shall provide the customer with an oral statement of the total charges before terminating the telephone call or before leaving the location at which the work was performed. A written estimate of the charges shall be provided to the customer before the actual work is performed.

#### **F. Customer Privacy**

1. Cable Customer Privacy. In addition to complying with the requirements in this subsection, a Cable Operator shall fully comply with all obligations under 47 U.S.C. Section 551.

2. Collection and Use of Personally Identifiable Information.

a. A Cable Operator shall not use the Cable System to collect, monitor or observe Personally Identifiable Information without the prior affirmative written or electronic consent of the Customer unless, and only to the extent that such information is: (i) used to detect unauthorized reception of cable communications, or (ii) necessary to render a Cable Service or Other Service provided by the Cable Operator to the Customer and as otherwise authorized by applicable law.

b. A Cable Operator shall take such actions as are necessary using then-current industry standard practices to prevent any Affiliate from using the facilities of the Cable Operator in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit an Affiliate unauthorized access to Personally Identifiable Information on equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by a Cable Operator) or on any of the facilities of the Cable Operator that are used in the provision of Cable Service. This subsection 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 himself or herself at the local offices of the Cable Operator or other convenient place within the City/County/City and County/Town 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 and/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 Remediating Violations**

1. If the Franchising Authority has reason to believe that a Cable Operator has failed to comply with any of these Standards, or has failed to perform in a timely manner, the Franchising Authority may pursue the procedures in its Franchise Agreement to address violations of these Standards in a like manner as other franchise violations are considered.

2. Following the procedures set forth in any Franchise Agreement governing the manner to address alleged Franchise violations, if the Franchising Authority determines in its sole discretion that the noncompliance has been substantiated, in addition to any remedies that may be provided in the Franchise Agreement, the Franchising Authority may:

a. Impose assessments of up to one thousand dollars (\$1,000.00) per day, to be withdrawn from the Security Fund in addition to any franchise fee until the non-compliance is remedied; and/or

b. Order such rebates and credits to affected customers as in its sole discretion it deems reasonable and appropriate for degraded or unsatisfactory services that constituted noncompliance with these Standards; and/or

c. Reverse any decision of the Cable Operator in the matter and/or

d. Grant a specific solution as determined by the Franchising Authority; and/or

e. Except for in emergency situations, withhold licenses and permits for work by the Cable Operator or its subcontractors in accordance with applicable law.

#### **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. Revised. 4/18/13.





## **Request for Board of Trustee Action**

**Date:** July 21, 2015

**Title:** Century Link Franchise Agreement

**Presented By:** Richard Champion, Trustee

**Prepared By:** Lee Schiller, Town Attorney

**Background:** The Town received a letter on July 30, 2014 from Century Link requesting negotiation of a competitive cable television franchise. In 2012 Century Link negotiated a model franchise agreement with the Colorado Communications and Utility Alliance to use as the basis for negotiations with member cities and counties to obtain a cable franchise. Since that time, staff has met with Century Link to discuss very minor modifications to the franchise specific to the Town of Columbine Valley.

Since late last year, Town representatives have discussed specific information about the franchise provisions and comparisons between the existing Comcast franchise and the proposed Century Link franchise. As the second entrant in the market, Century Link will not have the same build out requirements in its franchise as Comcast.

**Attachments:** Agreement table of contents. Due to length, the proposed Century Link franchise agreement was submitted to all Trustees via email on Friday, July 17, 2015 and is available in paper form by request.

**Fiscal Impacts:** Competition could affect television prices; some data suggests that prices go down when there is a second cable operator in a community. The Town collects franchise fees from Comcast and would do the same with Century Link. Satellite and online service providers, such as Netflix, Dish Network and Direct TV do not provide any revenue to the Town.

**Staff Recommendations:** Approval of the franchise agreement with Century Link

**Recommended Motion:** "I move to approve the television franchise agreement with Century Link".

**QWEST BROADBAND SERVICES, INC., d/b/a CENTURLINK AND  
THE TOWN OF COLUMBINE VALLEY, COLORADO**

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***CABLE FRANCHISE AGREEMENT***

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***EXHIBIT A: Customer Service Standards***

***EXHIBIT B: Report Form***

***EXHIBIT C, Definition of Gross Revenues***



**Request for Board of Trustee Action**

**Date:** July 21, 2015

**Title:** Planning and Zoning Commission Appointment

**Presented By:** Mark Best, Trustee

**Prepared By:** J.D. McCrumb

**Background:** Per section 2.44.020 of the Columbine Valley Municipal Code, the Board of Trustees may appoint up to seven qualified individuals to serve in the capacity of Planning and Zoning Commissioner and up to three qualified individuals to serve in the capacity of Alternate Commissioner. Each Commissioner is appointed to a term of four years.

In March, 2014, the Board of Trustees appointed Anne Larsen to a four year term as an Alternate commissioner. In April, 2015, Mrs. Larsen resigned from the Commission as she is moving out of Columbine Valley and is therefore no longer eligible to serve in that capacity.

Following a public call for applicants, Sandy Graham, Chairwomen of the P & Z, along with Mayor Christy, Trustee Best and Town Planner, Phil Sieber recommend to the Board Marilyn Meister to fill the remainder of Mrs. Larsen's term, set to expire in April of 2018.

Mrs. Meister has lived in the Columbine Valley Estates since 2006.

**Attachments:** None

**Fiscal Impacts:** None

**Staff Recommendations:** Approve as presented

**Recommended Motion:** "I move to approve the appointment of Marilyn Meister as Alternate member to the Planning and Zoning Commission until April, 2018.



**Request for Board of Trustee Action**

**Date:** July 21, 2015

**Title:** Wild Plum Farm Preliminary Architectural Waiver

**Presented By:** Phil Sieber, Town Planner

**Prepared By:** Phil Sieber, Town Planner

**Background:** The Hines Company, proposed developer of the Wild Plum Farm (Tuck) property will probably be submitting their formal application for development approval sometime in August. This will be for approval of their preliminary development plan and preliminary plat. The Land Use Regulations require that preliminary architectural illustrations be submitted as part of the application.

While Hines proposed to develop the site, they will not be the builders. The builders will probably be selected after the site plan and number of units have received preliminary approval. The staff is requesting that the Trustees grant an exemption to the requirement to include preliminary architectural illustrations with their initial submittal.

The staff and the Hines people understand that the final plan approval will require approval of the architectural exhibits which have to be submitted with the final plan application.

**Attachments:** None

**Fiscal Impacts:** None anticipated

**Staff Recommendations:** Approve as presented

**Recommended Motion:** "I move to approve an Exception to Article VII, Section 2A5p to allow the staff to accept an application for preliminary Plan approval for the Wild Plum Farm (Tuck) property that does not include architectural illustrations with the understanding that architectural exhibits will be required with the Final Plan application."





## **Request for Board of Trustee Action**

**Date:** July 21, 2015

**Title:** Trustee Bill #4, Series 2015: Solicitors

**Presented By:** Lee Schiller, Town Attorney

**Prepared By:** Lee Schiller, Town Attorney

**Background:** The Town currently has an ordinance which regulates solicitors, peddlers, and canvassers who wish to make personal contact with residents of the Town of Columbine Valley at his or her residence without prior invitation or appointment with the resident. In 2005, the Town adopted an ordinance regulating such persons. Included within the ordinance is a section titled o Visit List. Pursuant to this particular section, the Town maintains a list of persons within the Town who do not wish to be contacted by solicitors, peddlers, canvassers and the like which is known as the No Visit List. All residents of the Town are included in the No Visit List unless the resident requests in writing that his or her name be removed. In late June of 2015, the Town received a letter from a local law firm on behalf of Vivant, Inc., which engages in door-to-door solicitation. This law firm asserts that the No Visit List portion of the Town's ordinance unconstitutionally prohibits Vivant's commercial speech. Without getting into the merits of this assertion, the proposed ordinance amends the No Visit List to provide that such a list will be maintained for commercial solicitations and shall be made available on the Town's website. The new section also provides that it is the responsibility of the solicitor to access the website in order to determine which residents are on the No Visit List and which are not. Town residents will now have to request to be on the No Visit List. It is anticipated that the Town will contact the residents of Columbine Valley and invite them to be on the No Visit List.

**Attachments:** Trustee Bill #4, 2015

**Fiscal Impacts:** The implementation and maintenance of changes will consume minimum staff time, and a one-time mailing alerting homeowners of the changes will cost several hundred dollars. The fees generated by solicitor licenses will not offset the cost of administering the program.

**Staff Recommendations:** Approve as presented

**Recommended Motion:** "I move to approve Trustee Bill #4, Series 2015 on 1<sup>st</sup> Reading"

TOWN OF COLUMBINE VALLEY

TRUSTEE BILL NO. 4  
SERIES OF 2015

INTRODUCED BY  
TRUSTEE: BRUCE MENK

A BILL  
FOR  
AN ORDINANCE AMENDING CHAPTER 5.08 OF THE MUNICIPAL CODE CONCERNING  
SOLICITORS, PEDDLERS, AND ITINERANTE MERCHANTS

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE  
TOWN OF THE TOWN OF COLUMBINE VALLEY, COLORADO AS FOLLOWS:

Section 1. Section 5.08.050 of the Municipal Code of the Town of Columbine Valley is amended to read as follows:

5.08.050 No Visit List. The Town Clerk shall maintain a list of persons within the Town who restrict visits to their residential property (including their leasehold, in the place of a tenant), for commercial solicitations, which shall be known as the "No Visit List". The Town Clerk shall make available on the Town website a copy of said No Visit List. It is the responsibility of any person required to register pursuant to Section 5.08.020 of the Municipal Code to verify the addresses contained on the No Visit List prior to engaging in solicitation within the Town. Such verification may be made by reviewing the No Visit List maintained on the Town's website.

Section 2. Should any section, clause, sentence, part or portion of this Ordinance be adjudged by any court to be unconstitutional or invalid, the same shall not affect, impair, or invalidate the Ordinance as a whole or any part thereof other than the part or portion declared by such court to be unconstitutional or invalid.

Section 3. The Town Clerk shall certify the passage of this Ordinance and cause notice of its contents and passage to be published.

Section 4. This Ordinance shall be in full force and effect upon the expiration of thirty (30) days after the publication of this Ordinance in the Littleton Independent, Littleton, Colorado, said newspaper being a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

Introduced as Trustee Bill No. 4, Series of 2015, at a regular meeting of the Board of Trustees for the Town of Columbine Valley, held at the Columbine Valley Town Hall, located at 2 Middlefield Road, Columbine Valley, Arapahoe County, Colorado, on the 21<sup>st</sup> day of July 2015, passed by a vote of \_\_\_\_\_ for and \_\_\_\_\_ against on first reading; passed on second reading at a regular meeting of the Board of Trustees held at the Columbine Valley Town Hall, Arapahoe County, Colorado by a vote of \_\_\_\_\_ for and \_\_\_\_\_ against on the \_\_\_\_\_ day of August

2015, at 6:30 p.m. and order published in the Littleton Independent on the \_\_\_\_\_ day of \_\_\_\_\_  
2015.

---

Gale Christy, Mayor

ATTEST:

---

JD McCrumb,  
Clerk of the Town of Columbine Valley



## Request for Board of Trustee Action

**Date:** July 21, 2015

**Title:** Trustee Bill #5-8, Series 2015: Town Parks

**Presented By:** Lee Schiller, Town Attorney

**Prepared By:** Lee Schiller, Town Attorney, Troy Carmann, Town Engineer

**Background:** There are four ordinances concerning parks on the Agenda.

Village Park was purportedly created pursuant to Trustee Bill No. 9, Series of 1995, on January 16, 1996. Unfortunately, there is no such ordinance signed by the Mayor and attested to by the Town Clerk maintained in the Town files. Nor is there a record of the proof of publication of the ordinance. Interestingly enough, the Minutes of the Board of Trustees, at that time, do provide that said ordinance creating Village Park was enacted. This proposed ordinance acknowledges these issues and creates Village Park retroactive to the approval of Trustee Bill No. 9, Series of 1995.

The Board of Trustees purportedly created Villas Park pursuant to Trustee Bill No. 2, Series of 1997, on May 20, 1997, however, the original ordinance signed by the Mayor and attested to by the Town Clerk cannot be located in the Town files and there is no proof of publication. The Minutes of the Board of Trustees, at that time, reflect that the ordinance creating Villas Park was enacted. This proposed Villas Park ordinance acknowledges the foregoing issues and establishes and creates Villas Park retroactive to the date of approval of Trustee Bill No. 2, Series of 1997.

The Town purportedly created Doral Park pursuant to Trustee Bill No. 8, Series of 1995, on January 16, 1996. Unfortunately the original ordinance signed by the Mayor and attested to by the Town Clerk cannot be located in the Town files nor is there proof of publication of this ordinance. The Minutes of the Board of Trustees, at that time, reflect that the ordinance creating Doral Park was enacted. This ordinance, as proposed creates Doral Park, retroactive to the date of Trustee Bill No. 8, Series of 1995.

With regard to the Fairway Park ordinance, the Town has always treated that area as a public park and although it is in the public right-of-way, has never been designated as a park.

The foregoing ordinances are recommended for passage in order to avoid the potential of losing park fund monies the Town receives from the State of Colorado.

**Attachments:** Trustee Bill #5-8, Series 2015  
Park Exhibits

**Fiscal Impacts:** There is no anticipated change in current funding directly related to these Bills. The impact of inaction is not completely apparent at this time.

**Staff Recommendations:** Approve as presented

**Recommended Motion:** "I move to approve Trustee Bill #5, Series 2015 as presented"

"I move to approve Trustee Bill #6, Series 2015 as presented"

"I move to approve Trustee Bill #7, Series 2015 as presented"

"I move to approve Trustee Bill #8, Series 2015 as presented"

TOWN OF COLUMBINE VALLEY

TRUSTEE BILL NO. 5  
SERIES OF 2015

INTRODUCED BY  
TRUSTEE: DAVE COPE

A BILL  
FOR  
AN ORDINANCE CREATING VILLAGE PARK

WHEREAS, the Board of Trustees of the Town of Columbine Valley purportedly created Village Park pursuant to Trustee Bill No. 9, Series of 1995, on January 16, 1996; and

WHEREAS, the original ordinance signed by the Mayor and attested to by the Town Clerk cannot be located nor is there a record of the proof of publication of said ordinance in the files of the Town of Columbine Valley; and

WHEREAS, the minutes of the Board of Trustees of the Town of Columbine Valley reflect that said ordinance creating Village Park was in fact enacted; and

WHEREAS, the Board of Trustees deems it in the best interests of the Town that a new ordinance be enacted retroactive to the date of the approval of Trustee Bill No. 9 Series of 1995, as reflected in the minutes of the Board of Trustees, establishing Village Park.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF COLUMBINE VALLEY, COLORADO AS FOLLOWS:

Section 1. The following parcel of property located in the Town of Columbine Valley, Colorado having the legal description described on Exhibit A which is attached hereto and incorporated by reference herein, is hereby established as a park in the Town of Columbine Valley, to be known as Village Park, retroactive to January 16, 1996.

Section 2. Should any section, clause, sentence, part or portion of this Ordinance be adjudged by any court to be unconstitutional or invalid, the same shall not affect, impair, or invalidate the Ordinance as a whole or any part thereof other than the part or portion declared by such court to be unconstitutional or invalid.

Section 3. The Town Clerk shall certify the passage of this Ordinance and cause notice of its contents and passage to be published.

Section 4. In the opinion of the Board of Trustees, this ordinance is necessary to the immediate preservation of the public health or safety and is enacted for that purpose and shall be in full force and effect immediately upon publication of this ordinance in the Littleton Independent, Littleton, Colorado, said newspaper being a weekly newspaper of general circulation in the Town of Columbine Valley and being duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

Introduced as Trustee Bill No. 5, Series of 2015, at a regular meeting of the Board of Trustees for the Town of Columbine Valley, held at the Columbine Valley Town Hall, located at 2 Middlefield Road, Columbine Valley, Arapahoe County, Colorado, on the 21<sup>st</sup> day of July 2015, at 6:30 p.m. and approved on an emergency basis by a vote of \_\_\_\_\_ for and \_\_\_\_\_ against.

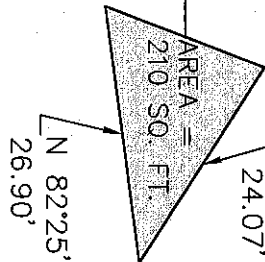
\_\_\_\_\_  
Gale Christy, Mayor

ATTEST: .

\_\_\_\_\_  
JD McCrumb,  
Clerk of the Town of Columbine Valley

PLATTE CANYON

S 21°13'36" W  
17.82'



VILLAGE COURT

THE INFORMATION PRESENTED ON THIS EXHIBIT IS BASED ON RECORDED DOCUMENTS FROM ARAPAHOE COUNTY. NO FIELD VERIFICATION HAS BEEN PERFORMED TO CONFIRM ACTUAL LOCATION OF MONUMENTS, PROPERTY CORNERS OR OTHER FEATURES DEPICTED ON THIS EXHIBIT.



SURVEYED BY:

DRAWN BY:

MPK

CHECKED BY:

TWC

DATE: 06-18-2015

### PARKS EXHIBIT

**ICON**  
ENGINEERING INC  
800 South Nixon Street, Suite 200, Englewood, CO 80150  
Phone: (303) 528-0002 / Fax: (303) 528-0009

CLIENT: ARAPAHOE COUNTY

LOCATION: TOWN OF COLUMBINE VALLEY

SECTION: 30 TOWNSHIP: 55 RANGE: 68W

SIXTH PRINCIPAL MERIDIAN

ARAPAHOE COUNTY, COLORADO

JOB NUMBER: 13-002-013-415

FILE NUMBER:

SCALE: 1" = 20'

SHEET: 1 of 1



TOWN OF COLUMBINE VALLEY

TRUSTEE BILL NO. 6  
SERIES OF 2015

INTRODUCED BY  
TRUSTEE: DAVE COPE

A BILL  
FOR  
AN ORDINANCE CREATING VILLAS PARK

WHEREAS, the Board of Trustees of the Town of Columbine Valley purportedly created Villas Park pursuant to Trustee Bill No. 2, Series of 1997, on May 20, 1997; and

WHEREAS, the original ordinance signed by the Mayor and attested to by the Town Clerk cannot be located nor is there a record of the proof of publication of said ordinance in the files of the Town of Columbine Valley; and

WHEREAS, the minutes of the Board of Trustees of the Town of Columbine Valley reflect that said ordinance creating Villas Park was in fact enacted; and

WHEREAS, the Board of Trustees deems it in the best interests of the Town that a new ordinance be enacted retroactive to the date of the approval of Trustee Bill No. 2 Series of 1997, as reflected in the minutes of the Board of Trustees, establishing Villas Park.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF COLUMBINE VALLEY, COLORADO AS FOLLOWS:

Section 1. The following parcels of property located in the Town of Columbine Valley, Colorado having the legal description described on Exhibit A and on Exhibit B which are attached hereto and incorporated by reference herein, are hereby established as a park in the Town of Columbine Valley, to be known as Villas Park, retroactive to May 20, 1997.

Section 2. Should any section, clause, sentence, part or portion of this Ordinance be adjudged by any court to be unconstitutional or invalid, the same shall not affect, impair, or invalidate the Ordinance as a whole or any part thereof other than the part or portion declared by such court to be unconstitutional or invalid.

Section 3. The Town Clerk shall certify the passage of this Ordinance and cause notice of its contents and passage to be published.

Section 4. In the opinion of the Board of Trustees, this ordinance is necessary to the immediate preservation of the public health or safety and is enacted for that purpose and shall be in full force and effect immediately upon publication of this ordinance in the Littleton Independent, Littleton, Colorado, said newspaper being a weekly newspaper of general circulation in the Town of Columbine Valley and being duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

Introduced as Trustee Bill No. 6, Series of 2015, at a regular meeting of the Board of Trustees for the Town of Columbine Valley, held at the Columbine Valley Town Hall, located at 2 Middlefield Road, Columbine Valley, Arapahoe County, Colorado, on the 21<sup>st</sup> day of July 2015, at 6:30 p.m. and approved on an emergency basis by a vote of \_\_\_\_\_ for and \_\_\_\_\_ against.

\_\_\_\_\_  
Gale Christy, Mayor

ATTEST:

\_\_\_\_\_  
JD McCrumb,  
Clerk of the Town of Columbine Valley

EXHIBIT "D-1"  
PARKS EXHIBIT  
"VILLAS PARK"

SOUTH EAGLE DRIVE

$\Delta=50^{\circ}58'06''$   
 $R=13.73'$   
 $L=12.21'$   
ChB=S65°03'14"W  
ChL=11.81'

N 89°27'43" W  
9.27'

AREA =  
2651 SQ. FT.

FIELD ROAD

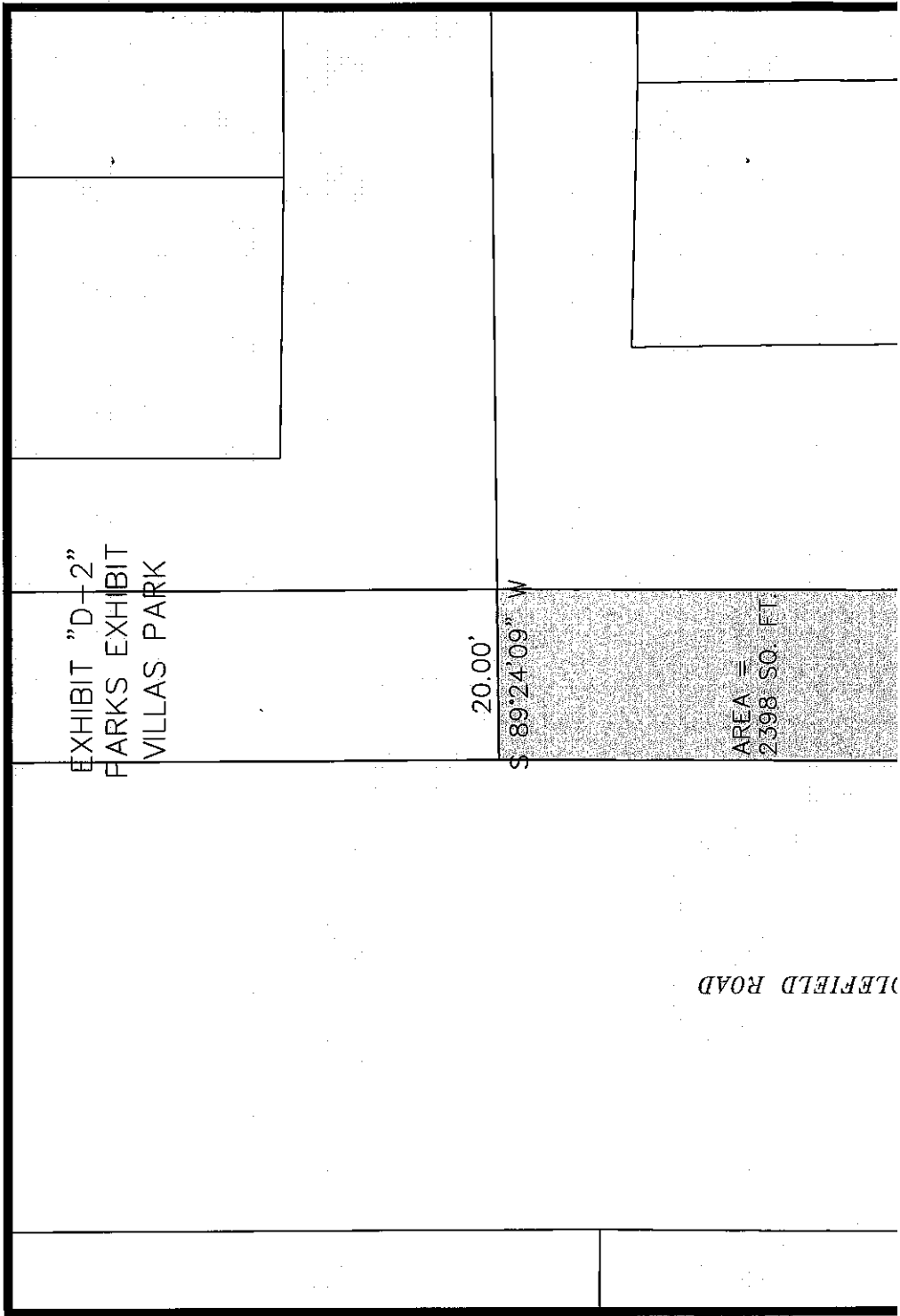


EXHIBIT "D-2"  
PARKS EXHIBIT  
VILLAS PARK

20.00'

S 89°24'09" W

AREA =  
2398 SQ. FT.

DLEFFIELD ROAD

EXHIBIT "D-3"  
PARKS EXHIBIT  
VILLAS PARK  
PAR CIRCLE

20.01'

S 87°49'45" W

AREA =  
3348 SQ. FT.

LEFFIELD ROAD

TOWN OF COLUMBINE VALLEY

TRUSTEE BILL NO. 7  
SERIES OF 2015

INTRODUCED BY  
TRUSTEE: DAVE COPE

A BILL  
FOR  
AN ORDINANCE CREATING DORAL PARK

WHEREAS, the Board of Trustees of the Town of Columbine Valley purportedly created Doral Park pursuant to Trustee Bill No. 8, Series of 1995, on January 16, 1996; and

WHEREAS, the original ordinance signed by the Mayor and attested to by the Town Clerk cannot be located nor is there a record of the proof of publication of said ordinance in the files of the Town of Columbine Valley; and

WHEREAS, the minutes of the Board of Trustees of the Town of Columbine Valley reflect that said ordinance creating Doral Park was in fact enacted; and

WHEREAS, the Board of Trustees deems it in the best interests of the Town that a new ordinance be enacted retroactive to the date of the approval of Trustee Bill No. 8 Series of 1995, as reflected in the minutes of the Board of Trustees, establishing Doral Park.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF COLUMBINE VALLEY, COLORADO AS FOLLOWS:

Section 1. The following parcel of property located in the Town of Columbine Valley, Colorado having the legal description described on Exhibit A which is attached hereto and incorporated by reference herein, is hereby established as a park in the Town of Columbine Valley, to be known as Doral Park, retroactive to January 16, 1996.

Section 2. Should any section, clause, sentence, part or portion of this Ordinance be adjudged by any court to be unconstitutional or invalid, the same shall not affect, impair, or invalidate the Ordinance as a whole or any part thereof other than the part or portion declared by such court to be unconstitutional or invalid.

Section 3. The Town Clerk shall certify the passage of this Ordinance and cause notice of its contents and passage to be published.

Section 4. In the opinion of the Board of Trustees, this ordinance is necessary to the immediate preservation of the public health or safety and is enacted for that purpose and shall be in full force and effect immediately upon publication of this ordinance in the Littleton Independent, Littleton, Colorado, said newspaper being a weekly newspaper of general circulation in the Town of Columbine Valley and being duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

Introduced as Trustee Bill No. 7, Series of 2015, at a regular meeting of the Board of Trustees for the Town of Columbine Valley, held at the Columbine Valley Town Hall, located at 2 Middlefield Road, Columbine Valley, Arapahoe County, Colorado, on the 21<sup>st</sup> day of July 2015, at 6:30 p.m. and approved on an emergency basis by a vote of \_\_\_\_\_ for and \_\_\_\_\_ against.

\_\_\_\_\_  
Gale Christy, Mayor

ATTEST:

\_\_\_\_\_  
JD McCrumb,  
Clerk of the Town of Columbine Valley

THE INFORMATION PRESENTED ON THIS EXHIBIT IS BASED ON RECORDED DOCUMENTS FROM ARAPAHOE COUNTY. NO FIELD VERIFICATION HAS BEEN PERFORMED TO CONFIRM ACTUAL LOCATION OF MONUMENTS, PROPERTY CORNERS OR OTHER FEATURES DEPICTED ON THIS EXHIBIT.

SURVEYED BY:

DRAWN BY:

DD8

CHECKED BY:

RAV

DATE: 03-17-2015

**PARKS EXHIBIT**

**ICON**  
ENGINEERING INC.  
8100 South Platte Street, Suite 300, Englewood, CO 80151  
Phone: (303) 220-0022 / Fax: (303) 220-1079

CLIENT: ARAPAHOE COUNTY

LOCATION: TOWN OF COLUMBINE VALLEY

SECTION: 30 TOWNSHIP: 5S RANGE: 68W

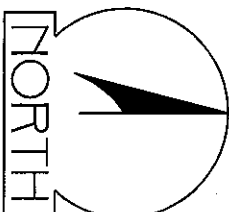
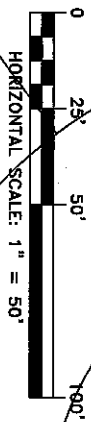
SIXTH PRINCIPAL MERIDIAN  
ARAPAHOE COUNTY, COLORADO

JOB NUMBER: 13-002-013-415

FILE NUMBER:

SCALE: 1" = 50'

SHEET: 1 of 2



L=48.38'  
ChB=S20°50'02"W  
ChL=48.38'

Δ=1°01'43"  
R=2694.71'

AREA =  
12462 SQ. FT.

N 81°18'25" E  
87.04'

N 08°35'29" E  
153.92'

PID#2077-30-1-08-026  
S 20°19'10" W  
258.46'

N 67°53'24" W  
29.69'

N 21°28'09" E  
112.97'

PID#2077-30-1-08-027

PLATTE CANYON

SPYGLASS DRIVE



$R=2.54$   
 $L=3.49'$   
 $CHB=S00^{\circ}18'16"E$   
 $CHL=3.22'$

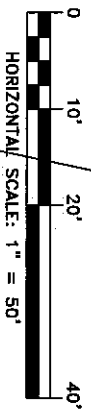
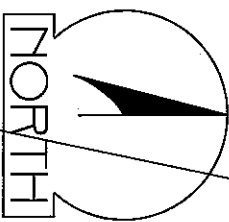
**AREA = 242 SQ. FT.**

$R=2.27$   
 $L=3.84'$   
 $CHB=N00^{\circ}40'31"W$   
 $CHL=3.40'$

$\Delta=53^{\circ}22'46"$   
 $R=14.73'$   
 $L=13.72'$   
 $CHB=S66^{\circ}19'43"E$   
 $CHL=13.23'$

$\Delta=39^{\circ}09'00"$   
 $R=18.62'$   
 $L=12.72'$   
 $CHB=N67^{\circ}24'24"E$   
 $CHL=12.48'$

THE INFORMATION PRESENTED ON THIS EXHIBIT IS BASED ON RECORDED DOCUMENTS FROM ARAPAHOE COUNTY. NO FIELD VERIFICATION HAS BEEN PERFORMED TO CONFIRM ACTUAL LOCATION OF MONUMENTS, PROPERTY CORNERS OR OTHER FEATURES DEPICTED ON THIS EXHIBIT.



SURVEYED BY:

DRAWN BY: *MPK*

CHECKED BY: *TWC*

DATE: *06-18-2015*

# PARKS EXHIBIT

**ICON ENGINEERING INC**  
 800 South Byron Street, Suite 300, Englewood, CO 80110  
 Phone: (303) 281-0002 / Fax: (303) 281-9009

CLIENT: ARAPAHOE COUNTY

LOCATION: TOWN OF COLUMBINE VALLEY

SECTION 30 TOWNSHIP 55S RANGE 69W

SIXTH PRINCIPAL MERIDIAN ARAPAHOE COUNTY, COLORADO

JOB NUMBER: 13-002-013-415

FILE NUMBER:

SCALE: 1" = 20'

SHEET: 1 of 2

TOWN OF COLUMBINE VALLEY

TRUSTEE BILL NO. 8  
SERIES OF 2015

INTRODUCED BY  
TRUSTEE: DAVE COPE

A BILL  
FOR  
AN ORDINANCE CREATING FAIRWAY PARK

WHEREAS, the parcel of land located along Fairway Lane, near where it intersects Platte Canyon Boulevard, as more particularly described on Exhibit A, which is attached hereto, and incorporated by reference herein, although not dedicated as a public park, has been treated by the Town as a public park; and

WHEREAS, the Board of Trustees deems it in the best interests of the Town that said parcel of land be established as a park.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF COLUMBINE VALLEY, COLORADO AS FOLLOWS:

Section 1. The following parcel of property located in the Town of Columbine Valley, Colorado having the legal description described on Exhibit A which is attached hereto and incorporated by reference herein, is hereby established as a park in the Town of Columbine Valley, to be known as Fairway Park.

Section 2. Should any section, clause, sentence, part or portion of this Ordinance be adjudged by any court to be unconstitutional or invalid, the same shall not affect, impair, or invalidate the Ordinance as a whole or any part thereof other than the part or portion declared by such court to be unconstitutional or invalid.

Section 3. The Town Clerk shall certify the passage of this Ordinance and cause notice of its contents and passage to be published.

Section 4. In the opinion of the Board of Trustees, this ordinance is necessary to the immediate preservation of the public health or safety and is enacted for that purpose and shall be in full force and effect immediately upon publication of this ordinance in the Littleton Independent, Littleton, Colorado, said newspaper being a weekly newspaper of general circulation in the Town of Columbine Valley and being duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

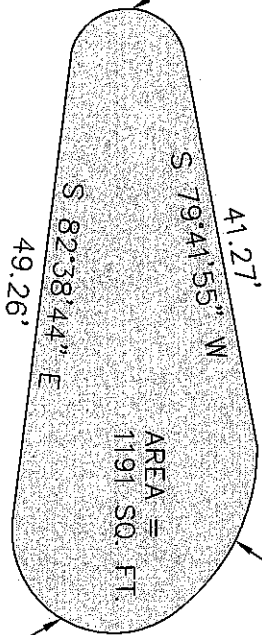
Introduced as Trustee Bill No. 8, Series of 2015, at a regular meeting of the Board of Trustees for the Town of Columbine Valley, held at the Columbine Valley Town Hall, located at 2 Middlefield Road, Columbine Valley, Arapahoe County, Colorado, on the 21<sup>st</sup> day of July 2015, at 6:30 p.m. and approved on an emergency basis by a vote of \_\_\_\_\_ for and \_\_\_\_\_ against.

\_\_\_\_\_  
Gale Christy, Mayor

ATTEST:

\_\_\_\_\_  
JD McCrumb,  
Clerk of the Town of Columbine Valley

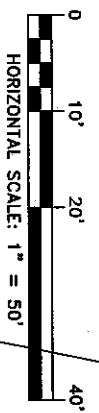
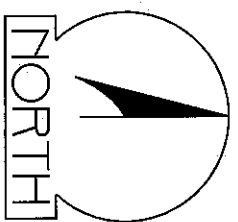
$\Delta=151'07'03''$   
 $R=6.16'$   
 $L=16.24'$   
 $CHB=S04'08'24''W$   
 $CHL=11.92'$



$L=20.38'$   
 $CHB=N62'48'22''W$   
 $CHL=19.60'$

$\Delta=132'25'57''$   
 $R=10.61'$   
 $L=24.53'$   
 $CHB=N31'08'17''E$   
 $CHL=19.42'$

THE INFORMATION PRESENTED ON THIS EXHIBIT IS BASED ON RECORDED DOCUMENTS FROM ARAPAHOE COUNTY. NO FIELD VERIFICATION HAS BEEN PERFORMED TO CONFIRM ACTUAL LOCATION OF MONUMENTS, PROPERTY CORNERS OR OTHER FEATURES DEPICTED ON THIS EXHIBIT.



SURVEYED BY:

DRAWN BY:

MPK

CHECKED BY:

TWC

DATE: 06-18-2015

# PARKS EXHIBIT

**ICCON**  
**ENGINEERING INC**  
 8005 South Arroyo Street, Suite 300, Englewood, Colorado  
 Phone: (303) 283-0202 / Fax: (303) 283-4109

CLIENT:	ARAPAHOE COUNTY	JOB NUMBER:	13-002-013-415
LOCATION:	TOWN OF COLUMBINE VALLEY	FILE NUMBER:	
SECTION:	30	TOWNSHIP:	55
RANGE:	68W	SCALE:	1" = 20'
SIXTH PRINCIPAL MERIDIAN		SHEET:	1 of 2
ARAPAHOE COUNTY, COLORADO			



**Request for Board of Trustee Action**

**Date:** July 21, 2015

**Title:** Trustee Bill #9, Series 2015: Impact Fees

**Presented By:** Lee Schiller, Town Attorney

**Prepared By:** Lee Schiller, Town Attorney

**Background:** Under Colorado law, a local government may impose an impact fee or other similar development charge to fund expenditures by the local government on capital facilities needed to serve the new development or to defray the projected impacts on capital facilities caused by the proposed development. A capital facility means any improvement or facility that is directly related to any service that a local government is authorized to provide, and has an estimated useful life of 5 years or longer. No impact fee or other similar development charge may be imposed on a new development unless a local government has adopted a schedule of impact fees or other similar development charges. The proposed ordinance provides for the imposition of an impact fee on new developments and includes a schedule of fees. This ordinance must be adopted and have full legal force and effect prior to the time a complete development application has been submitted.

**Attachments:** Trustee Bill #9, 2015  
2015 Impact Fee Analysis

**Fiscal Impacts:** As presented, the impact fee is proposed at just under \$13,000 per dwelling unit. With an estimated 120-150 homes projected in the next decade, this could reach up to \$1.92 million in collected impact fees.

**Staff Recommendations:** Approve as presented

**Recommended Motion:** "I move to approve Trustee Bill #9, Series 2015 as presented"

or

"I move to approve Trustee Bill #9, Series 2015 with the following changes...."

TOWN OF COLUMBINE VALLEY

TRUSTEE BILL NO. 9  
SERIES OF 2015

INTRODUCED BY  
TRUSTEE: MARK BEST

A BILL  
FOR  
AN ORDINANCE CONCERNING IMPACT FEES

WHEREAS, the Board of Trustees of the Town of Columbine Valley, Colorado (hereinafter "The Board") wish to adopt a fair and equitable system that permits the imposition of an impact fee to fund expenditures by the Town on capital facilities needed to serve new developments in the Town; and

WHEREAS, such an impact fee is a one-time payment levied on a new development; and

WHEREAS, impact fees may only be used to fund capital facilities needed to serve new developments, to defray the projected impacts on capital facilities caused by the proposed development and shall not be imposed to remedy any deficiency in capital facilities that exist without regard to the proposed development; and

WHEREAS, impact fees must be imposed on all forms of development and cannot be limited to one type of land use; and

WHEREAS, the impact fee revenues must be segregated from other general revenues and used for the purposes for which they were collected; and

WHEREAS, there must be rough proportionality between the impact fee exaction and the impacts of the new development; and

WHEREAS, the Town engaged Town Staff and Town Consultants to prepare an "Impact Fee Study," which was completed and presented to the Board on July 21, 2015; and

WHEREAS, after careful study and consideration, the Board wishes to adopt a system of assessing and collecting impact fees on new development in accordance with the forgoing principles.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF COLUMBINE VALLEY, COLORADO AS FOLLOWS:

Section 1. Title 15 of the Municipal Code of the Town of Columbine Valley is hereby amended to add a new Chapter 15.60, Impact Fee, as follows:

## IMPACT FEE

Section 15.60.010. Purpose and Legislative Intent

Section 15.60.020. Definitions

Section 15.60.030. General Regulatory Requirements

Section 15.60.040. Impact Fee Credit

Section 15.60.050. Impact Fees to be Earmarked

Section 15.60.060. Town Administrator Rules

Section 15.60.070. Powers and Duties

### Section 15.60.010. PURPOSE AND LEGISLATIVE INTENT

#### A. Purpose

The purpose of this Chapter is to charge an impact fee to applicants for nonresidential and residential development in the Town to fund capital improvements needed to address demand attributable to new development for, municipal facilities, police facilities and public works facilities.

#### B. Legislative Intent

The Board recites the following legislative findings and statements of intent that were taken into consideration in the adoption of this Chapter:

1. The impact fees collected pursuant to this chapter are not intended to fund operation, maintenance or replacement costs or otherwise fund the general costs of government.
2. The impact fee applies regardless of the value of the property developed. The impact fee shall be imposed in addition to other fees, taxes or charges of the Town.
3. The impact fee established in this Chapter is based in part on the methodology in the "Impact Fee Study" prepared by Icon Engineering.
4. The Board finds that the Impact Fee study and this Chapter establish impact fees and are generally applicable to broad classes of property; quantifies the reasonable impacts of proposed development on capital facilities; and establishes charges at a level no greater than necessary to defray such impacts directly related to proposed development.

5. The Board intends that the impact fees collected pursuant to this Chapter are to be used to fund expenditures for capital facilities attributable to new development.

Section 15.60.020 DEFINITIONS

For purposes of this chapter the following words have the following meanings, unless the context clearly indicates otherwise:

- A. Accessory use shall have the same meaning as stated in Article XIII of The Land Use Regulations of the Town of Columbine Valley.
- B. Capital facility classification means each separate municipal capital facility area for which the capital facility impact fee is charged, including, municipal facilities, police facilities and public works facilities.
- C. Impact Fee means the fee charged in accordance with Section 15.60.030 B.
- D. Development and developed property mean the construction, existence or the intensification of any structure attached to real property.
- E. Dwelling unit shall have the same meaning as stated in Article XIII of The Land Use Regulations of the Town of Columbine Valley.
- F. Floor area means the area covered, in square feet, by the exterior walls of the structure times the number of floors or stories.
- G. Mixed-use development means development that combines residential development and non-residential development on the same real property.
- H. Nonresidential development means the principle use of developed property as other than single family residential or multifamily residential development and includes, without limitation, retail and wholesale establishments, financial institutions, country clubs, equestrian facilities, bed and breakfasts and other uses similar in character.
- I. Residential development means multifamily residential development or single-family residential development.
- J. Single family residential development means the principle use of developed property as a single-family dwelling, as that term is defined in Article XIII of the Land Use Regulations.
- K. Uninhabitable area means a room that a six foot or less floor to ceiling height, or a room housing mechanical or electrical equipment that serves the building, with less than three feet of clearance in any dimension between the equipment (except supply and return air ducts and wiring) and the adjacent wall.



Section 15.60.030 GENERAL REGULATORY REQUIREMENTS

A. **Impact Fee Payment:** Any person engaged in non-residential or residential development in the Town shall pay the impact fee described in Section 15.60.030 B.

B. **Impact Fee Rate:** Impact fees shall be assessed and collected according to the standards of this Chapter and the following rates:

Use	Police	Public Works	Municipal	Total
Residential (per dwelling unit)	\$400	\$10,000	\$2,300	\$12,700
Non-residential (per 1,000 square feet of floor area)	\$400	\$10,000	\$2,300	\$12,700

C. **Impact Fee Timing:** the impact fee prescribed by this Section is in addition to any other fee, tax, or charge required by this code ordinance or any other ordinance of the Town. The impact fee shall be paid at the time of the issuance of a building permit.

D. **Impact Fee on Development:** the impact fee shall be charged on the following types of development:

1. Nonresidential development.

- a. **New nonresidential development:** any person who proposes to construct a structure in a nonresidential development shall pay the impact fee in Section 15.60.030 B.
- b. **Replacing an Existing Nonresidential Structure:** any person who proposes to replace a structure in a nonresidential development shall pay the impact fee in Section 15.60.030 B for the net increase in floor area.

(1) In calculating the capital facility impact fee, the Town Administrator, or his designee shall credit the nonresidential development with an amount equal to the fee that would have been charged to the existing use at the time of redevelopment.

If the credit is less than the amount of capital facility impact fee for each capital facility classification, the applicant shall pay the difference.

If the credit is greater than the amount of the facility impact fee for each capital facility classification, the applicant will not be required to pay for each such capital facility classification.

- (2) The credit prescribed by this subsection applies only to the property served and only to the impact fees owed to the Town and not to other fees, taxes or charges.
    - (3) No refund for any credit prescribed by this subsection shall be paid to any other fees, taxes or charges.
  - c. Additional Floor areas: Any person who proposes to add floor area to any non-residential development shall pay the impact fee in Section 15.60.030 B for the net increase in floor areas for nonresidential development.
  - d. Decreased floor area: Any person who proposed to decrease the floor area of any non-residential development shall be exempt from paying the impact fee in Section 15.60.030 B and shall not receive any refund or credit for the decrease in floor area for nonresidential development.
- 2. Residential Development.
  - a. New residential Development : Any person who proposes to construct a dwelling unit in a residential development shall pay the impact fee in Section 15.60.030 B
  - b. Increased number of dwelling units: Any person who proposes to increase the number of dwelling units of any residential development shall pay the impact fee in Section 15.60.030 B.
  - c. Decreased number of units: Any person who proposes to decrease the number of units in any residential development shall be exempt from paying the impact fee in Section 15.60.030 B and shall not receive a refund or credit for the decrease in dwelling units for the residential development.
  - d. Additions to Structures in Residential Development: An accessory building of a residential use or an addition to an existing dwelling unit, provided no additional dwelling units are created, shall be exempt from paying the impact fee
- 3. Change in Use: For existing non-residential development, whenever there is a change of use classification the applicant shall pay the impact fee for the new use as described below.
  - a. Determination of impact fee rate for a change of use: For conversions of existing floor area to different uses, the impact fee will be the difference in rate between each of the capital facility classifications for the existing use and for the proposed use as follows:
    - (1) In calculating the impact fee, the Town Administrator, or his designee, shall credit each developed property with an amount equal to the fee that would have been charged to the existing use at the time of the change in use.
      - (a) If the credit is less than the amount of the capital impact fee for each capital facility classification, the applicant shall pay the difference.

- (b) If the credit is greater than the amount of impact fee for each capital facility classification, the applicant shall not pay for each such capital facility classification.
  - (2) The credit prescribed by this subsection applies only to property served and only to the capital facility impact fees owed to the Town and not to other fees, taxes or charges.
  - (3) No refund for any credit prescribed by this subsection shall be paid to any person.
4. **Mixed use development:** For mixed-use development, the applicant shall pay the residential rate of the impact fee for the residential development portion of the project and shall pay the nonresidential rate of the impact fee for the nonresidential development portion of the project. The provisions of this Chapter applicable to residential development portion of the mixed-use development as if such portion of the mixed-use development were solely residential development, and the provisions of this Chapter applicable to nonresidential development shall be applicable to nonresidential development portion of mixed use development as if such portion of the mixed-use development were solely non-residential development.
- E. **Interpretation Of Use Classifications:** The Town Administrator, or his designee, may decide questions of interpretation of the use classification in Section 15.60.030 B. This decision shall be based on precedents, similar situations, relative impacts, trip generation rates, employees per demand unit other methodology used to create such classifications in the “Impact Fee Study,” of July 21, 2015.
- F. **Appeal:** Any fee payer aggrieved by a decision of the Town Administrator, or his designee, under this chapter may request a hearing under the procedures prescribed in Article IX of the Land Use Regulations of the Town of Columbine Valley.
- G. **Measurement of Floor Area:** No person applying for a building permit shall fail to provide the Town with a floor area measurement for non-residential development. The floor area measurement shall be signed by a professional engineer or architect licensed by the State of Colorado, or in another form acceptable to the Town Administrator, or his designee, at the time of such application. The fee imposed by this chapter shall be apportioned according to such a measurement. The rate of fee for each accessory use shall be the same as that for the principle use to which the accessory use is related.
- H. **Rate At Time of Application:** The fee shall be imposed, calculated and charged at the rates in effect at time of acceptance of a complete application for a building permit and shall be due and payable upon building permit issuance.

Section 15.60.040 IMPACT FEE CREDIT

- A. The Town Administrator or designee may recommend to Board an impact fee credit on any of the fees imposed by this Chapter if secured by a development agreement, subdivision improvement agreement or other legally binding instrument in which the owner and/or developer has agreed to make and dedicate to the Town any capital improvements beyond those required by any provision of this code that would benefit the public at large to the same degree as collection of the impact fee, and that granting the credit will not result in substantial increase in the Town's costs of providing capital improvements in the future.

The amount of credit shall be equal to the cost of such improvements to the person, as determined by the Town Administrator, or his designee, and in no event shall the credit be greater than the amount of capital facility impact fee that would be due on the property. No certificate of occupancy, temporary or otherwise, shall be issued for the property until such improvements have been completed to the satisfaction of Town Administrator or his designee, and dedicated to the Town, or a financial guarantee in any form allowed under Article VIII of the Land Use Regulations of the Town of Columbine Valley or as provided in any development agreement, subdivision improvement agreement and other legally binding instrument and in an amount sufficient to secure the full costs as determined by the Town Administrator, or his designee, of constructing or installing the improvements, has been provided by the owner and/ or developer.

- B. Upon written request of the owner and/or developer, the Town Administrator, or his designee, may grant a credit to such owner and/or developer who have paid the previous Impact Fee but have not applied for a building permit. The amount of credit shall be equal to the amount expended for those fees and in no event shall the credit be greater than the amount of those fees paid previously for the property.

#### Section 15.60.050 IMPACT FEES TO BE EARMARKED

The Town shall establish and maintain an impact fee account for each category of capital facility for which an impact fee is imposed. Each such account must be clearly identified as to the category the impact fees has been imposed.

The Town shall reflect the historical allocation of the impact fee in each annual budget. The funds collected will be allocated according to the following capital facility categories: police, transportation and flood control/drainage shall be used exclusively for the purpose of capital improvements related to each particular category.

#### Section 15.60.060 TOWN ADMINISTRATOR RULES

The Town Administrator or his designee, is authorized to adopt rules and regulations necessary in order to interpret, further define or implement the provisions of this chapter.

#### Section 15.60.070 POWERS AND DUTIES

- A. The Board of Trustees shall have the power to: hear and decide appeals relating to:

1. To hear and decide, grant or deny requests for variances and exceptions from, or waivers of, the provisions of this Chapter.
2. To hear and decide appeals from the ruling or interpretations of the Town Administrator.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF COLUMBINE VALLEY, COLORADO AS FOLLOWS:

Section 2. Should any section, clause, sentence, part or portion of this Ordinance be adjudged by any court to be unconstitutional or invalid, the same shall not affect, impair, or invalidate the Ordinance as a whole or any part thereof other than the part or portion declared by such court to be unconstitutional or invalid.

Section 3. The Town Clerk shall certify the passage of this Ordinance and cause notice of its contents and passage to be published.

Section 4. In the opinion of the Board of Trustees, this ordinance is necessary to the immediate preservation of the public health or safety and is enacted for that purpose and shall be in full force and effect immediately upon publication of this ordinance in the Littleton Independent, Littleton, Colorado, said newspaper being a weekly newspaper of general circulation in the Town of Columbine Valley and being duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

Introduced as Trustee Bill No. 9, Series of 2015, at a regular meeting of the Board of Trustees for the Town of Columbine Valley, held at the Columbine Valley Town Hall, located at 2 Middlefield Road, Columbine Valley, Arapahoe County, Colorado, on the 21<sup>st</sup> day of July 2015, at 6:30 p.m. and approved on an emergency basis by a vote of \_\_\_\_\_ for and \_\_\_\_\_ against.

\_\_\_\_\_  
Gale Christy, Mayor

ATTEST:

\_\_\_\_\_  
JD McCrumb,  
Clerk of the Town of Columbine Valley

# **Town of Columbine Valley**

## ***Impact Fee Analysis***

*July 2015*

*Version 1.0*

### **PURPOSE**

The Town of Columbine Valley (Town) as a municipal agency is responsible for delivery of government services to the citizens of the Town. Since the development of Town Hall in 2004 and particularly in the last two years of new residential development, the Town has observed additional demands on public services due to new development. This report intends to provide a baseline estimate of the financial impact related to new development in the Town.

### **AUTHORIZATION**

Impact Fees and associated processes are described and authorized by Colorado Statutes, Title 29, Article 20, Local Government Regulation of Land Use.

### **BACKGROUND**

The Town initiated study of impact fees at the staff level in the summer of 2013. Subsequent study of adjacent municipal impact fees, impact fee studies, example impact fee ordinances, municipal associations reference materials on impact fees, engineering and legal consultant opinions were used to prepare this analysis.

The Town's impact fee analysis is reflective of the Town's size relative to the other municipal references (i.e. Littleton, Castle Rock), the Town's development potential, and the Town's unique character. The Town is much smaller than several of the municipalities that have enacted similar impact fees in their community. Therefore, Town staff and consultants generally abbreviated many of the broader categories of municipal services and capital expenditures noted in the larger city studies. For example, parks and recreation impacts are not quantified by the Town because those services are not offered at the municipal level. The Town's development potential is currently, and for the foreseeable future, limited to single family residential development. Therefore, other referenced impact fees may address commercial and industrial land uses, the Town can remain silent on those land uses and related impacts. Lastly, the Town's unique character affects the breadth and depth of the impact fee analysis. As a geographically small and compact community, there are few mid or large city capital improvements required. A wastewater treatment plant is not a part of the Town's mid or long term capital improvement plans, where larger cities

would likely have to account for a plant or connection to a plant. The nature of the Town as a singular community with significantly few unincorporated in-holdings also limits other common impacts from peninsula annexations and complicated interwoven municipal boundaries.

The impact fee analysis report is subject to change and revision.

## **ANALYSIS**

The Town staff and consultants have determined the impacts most relevant to the Town. Those impacts are categorized into Public Works, Public Safety, and Municipal Services.

### **Public Works**

New development impacts to public works is a function of roadway and stormwater infrastructure. There are other public utility aspects of infrastructure such as water and sewer. However, within Columbine Valley, the Town's residents are served by special districts for water and sewer services. Both roadways and stormwater infrastructure meet the terms of the Colorado Statutes:

- Roadways and stormwater infrastructure is directly related to government services provided by the town. Namely, public roadways for free, multi-modal transportation in and around town and capture, conveyance, storage, and treatment of stormwater flows in and around town.
- The useful life of both roadways and stormwater infrastructure is significantly more than 5 years.
- The provision of roads and stormwater infrastructure is required by the general policy of the Town. The town, since inception over 60 years ago, has had a general policy of providing roadways and storm drainage infrastructure to its residents.

Furthermore, roadways and stormwater infrastructure are inherently necessitated by land development activities in the town. (29-1-802, Capital Expenditure).

Specifically, the Public Works impact fee can be computed through analogous unit cost itemization. Where exact information on future

development is impossible to quantify at this time, unit prices of analogous elements of infrastructure can be extrapolated to a residential unit basis. Unit costs from 2015 bids for the Town of Columbine Valley Pavement Management program were used for this analysis.

For roadways, assuming a residential frontage of 100 linear feet and a roadway width of 32 feet, it can be assumed half of the roadway is attributed to a single residential unit:  $100 \times 16 = 1600$  SF or 178 SY of asphalt pavement. Assuming \$40.00 / SY for asphalt replacement, the single residential unit has an impact of approximately \$7,111.11 on the Town's roadway system.

The new roadway required by the residential unit can be considered to add approximately \$7,100 of roadway infrastructure to the Town. The roadway has a useful life of approximately 40 to 50 years with standard operation and maintenance. Therefore, at the time the roadway section's useful life is compromised the impact fee can be used to offset the reconstruction of the roadway.

**Road Fee**

Residential		
frontage	100	ft
road width	32	ft
half width	16	ft
road frontage area	1600	sf
road frontage area	178	sy
asphalt replacement	\$40.00	sy
road fee	\$7,111.11	residential unit

For stormwater, the impact fee can be computed in a similar manner to the roadway impact fee. Assuming a residential frontage of 100 feet is adjacent to a gutter pan of 100 linear feet and 3 feet wide; then the concrete gutter pan area related to that lot is 300 SF. A gutter pan replacement cost is approximately \$9.70 / LF, or \$2,910.00 per residential unit.

The new stormwater infrastructure servicing the proposed residential unit can be analogous to the direct fee related to the gutter pan in front of the home. Obviously other stormwater infrastructure may be required in specific situations – inlets, pipes, pond, outlets, etc. But for the purposes of estimating an impact for each residential unit, the gutter pan can be considered a prudent average of the impact across a neighborhood development. For the Town, approximately \$2,900 per residential unit can be used to offset the reconstruction, replacement or rehabilitation of stormwater infrastructure.



### Stormwater Fee

Residential		
frontage	100	ft
gutter pan	100	lf
gutter width	3	ft
gutter area	300	sf
gutter cost	\$9.70	sf
stormwater fee	\$2,910.00	residential unit

In both cases, the assumed 100 LF frontage of the lot can be considered a factor on density of the proposed construction. For roadways, smaller lots, less frontage would in fact increase the traffic counts on the roadways. For stormwater infrastructure, the increased residential unit density will increase impervious area and increase stormwater infrastructure capture, conveyance and particularly storage needs. If the average lot frontage is less than 100 LF, an increase in the impact fee should be considered. If the average lot frontage is more than 100 LF, a decrease of the impact fee may be warranted. By comparison, frontages in Old Town exceed 100 LF, often measuring between 125 and 150 LF. Frontages in Burning Tree are slightly above and below 100, usually 90 to 110 LF. Frontages in the Villages are usually just under 100 LF. And Frontages in Brookhaven exceed 100 LF, often in excess of 150 LF.

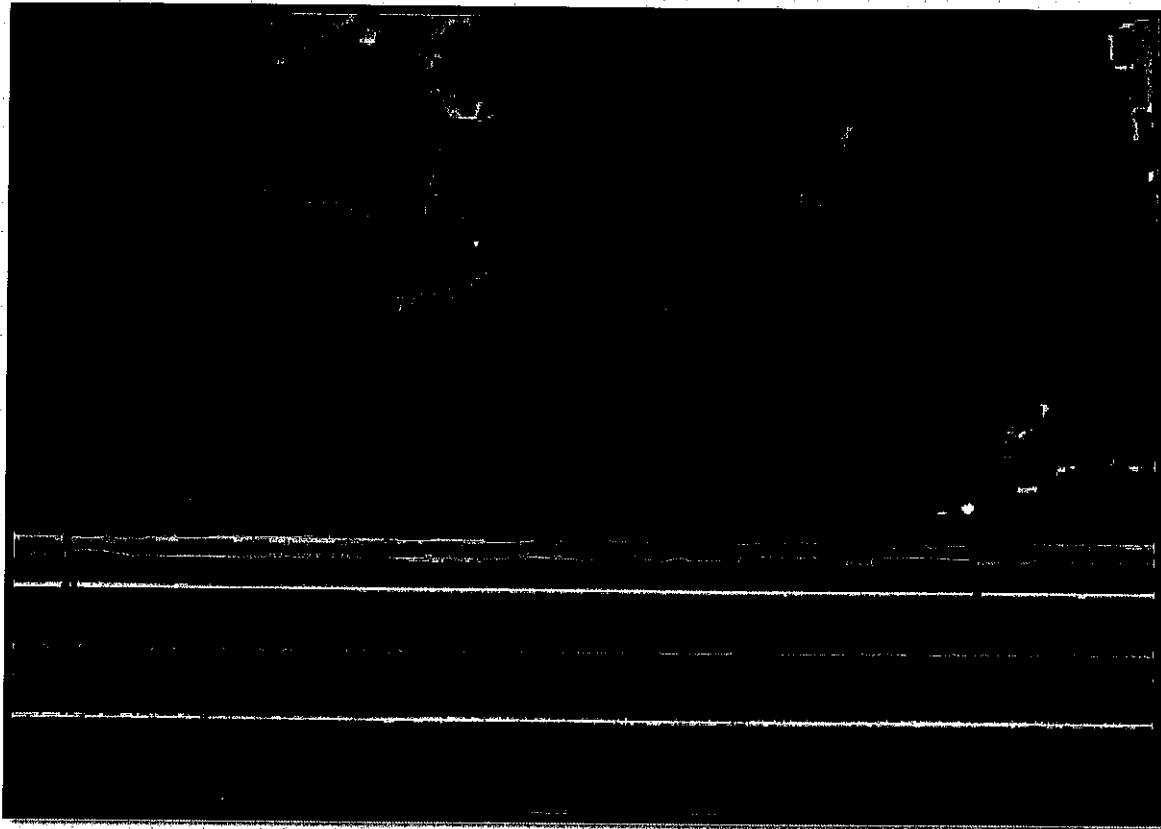


Figure PW-1: Red box indicates half of roadway width adjacent to residential structure. Blue box indicates portion of gutter pan related to residential structure.

Of note

In summary, the Public Works impact fee for a single, 100 LF frontage residential unit can be estimated at \$10,000 for the Town of Columbine Valley.

### **Public Safety**

New development impacts to public safety are a function of police department operations. There are other public safety aspects such as fire protection, however, within Columbine Valley, the Town's residents are served by special districts for such services.

The purpose of the public safety impact fee is to fund the public safety facilities needed to serve new development. A proposed fee is presented based on existing facility standard in the Town of Columbine Valley. This fee will allow the Town to maintain its current level of facilities per capita as growth occurs.

Where exact information on future development is impossible to quantify at this time, unit prices of analogous elements can be extrapolated to a residential unit basis. Costs from the Town's 2015 operating budget were used for this analysis

The total cost of police operations for 2015, less salaries, benefits and other expenses that do not meet the requirements of being directly related to government services provided by the town, having a useful life of more than 5 years, and is required by the general policy of the Town is budgeted at \$222,750. The current police department fleet is sufficient to serve the current population of Columbine Valley, however, with a five year growth estimate of up to 125% of the current population and housing stock, additional capital expenses are anticipated to be \$39,000.

<b>Public Safety Fee</b>	
Residential	
2015 operating costs	\$197,800
Additional capital expenses	\$39,000
Existing housing stock	592
Cost per household	\$400

### **Municipal Services**

New development impacts to municipal services are a function of general Town and administrative operations, used to provide civic and administrative services to the residents of Columbine Valley. Administration and maintenance facilities are included in the municipal services category.

The purpose of the municipal impact fee is to fund the administrative operations facilities needed to serve new development. A proposed fee is presented based on existing facility standard in the Town of Columbine Valley. This fee will allow the Town to maintain its current level of facilities per capita as growth occurs.

The total cost of municipal services includes the Town's current inventory of general government land and buildings, based on the current assumed local price of 350,000 per acre and an estimated cost of \$200 per square foot for Town Hall. The cost estimate also includes estimates for administrative equipment and non-police fleet vehicles. Vehicle values are based on Kelley Blue Book values for each vehicle model and year.

**Municipal Service Fee**

Inventory	Count	Units	Cost/Unit	Total Value
Town Hall Land	1	acres	\$350,000.00	\$350,000.00
Town Hall	4774	sq. ft.	\$200.00	\$954,800.00
1999 Chevy Tahoe	1	each	\$3,465.00	\$3,465.00
1993 Ford F350	1	each	\$5,475.00	\$5,475.00
Desk Stations	12	each	\$973.00	\$11,676.00
Computer	11	each	\$699.00	\$7,689.00
Printers	4	each	\$1,249.00	\$4,996.00
Photo Copy Machine	2	each	\$800.00	\$1,600.00
AV Wall System	1	each	\$8,785.00	\$8,785.00
Telephones	12	each	\$180.00	\$2,160.00
Tables	12	each	\$298.00	\$3,576.00
Chairs	14	each	\$265.00	\$3,710.00
Chairs (stacking)	42	each	\$99.00	\$4,158.00
Closed Circuit Monitor System	1	each	\$6,711.00	\$6,711.00
File Cabinets	36	each	\$239.00	\$8,604
Total Value of Existing Facilities				\$1,377,405.00
Existing housing stock	592			
Cost per household				\$2,326.70

In summary, the Municipal Services impact fee for a single residential unit can be estimated at \$2,300 for the Town of Columbine Valley.

**Summary**

The following table summarizes impact fee calculations for the town of Columbine Valley.

Category	Fee Amount
Residential (per dwelling unit)	
PW - Roads	\$7,100.00
PW - Stormwater	\$2,900.00
Public Safety	\$400.00
Municipal	\$2,300.00
Total	\$12,700.00

Full cost-recovery impact fees for the Town of Columbine Valley total \$12,700 per residential dwelling unit. The Town can choose to charge less than this amount.