

**TOWN OF COLUMBINE VALLEY  
BOARD OF TRUSTEES MEETING**

June 16, 2015

**A G E N D A**

1. ROLL CALL 6:30PM
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF MINUTES  
May 19, 2015 Mayor Christy
4. CITIZENS CONCERNS Mayor Christy  
Columbine Country Club  
HOA Representatives  
Public At-large
5. MAYOR'S COMMENTS Mayor Christy
6. POLICE DEPARTMENT REPORT Chief Cottrell
7. TRUSTEE REPORTS:  
Building Commissioner Trustee May  
Planning & Development Trustee Best  
Public Safety Trustee Menk  
Public Works Trustee Newland  
Special Affairs Trustee Champion  
Finance Trustee Cope  
Town Administrator Mr. McCrumb
8. OLD BUSINESS  
2015 Road Bids
9. NEW BUSINESS  
Trustee Bill #2, Series 2015 Electric Code (1<sup>st</sup> Reading) Jim Thelen  
Trustee Bill #3, Series 2015 Century Link Franchise (1<sup>st</sup> Reading) Trustee Champion  
2014 Town Audit Mr. Tempas  
KB Homes Referral Letter Mr. Sieber
10. ADJOURNMENT

**NEW BUSINESS:**

- **DRCOG Representation:** Mayor Christy presented Trustee Champion for consideration as the Town's alternate DRCOG representative.  
**ACTION: upon a motion by Trustee Best and a second by Trustee May, the Board of Trustees unanimously approved Trustee Champion as the DRCOG alternate**
- **Speed/Cut Through Survey:** Mr. McCrumb presented to the Trustees the estimate for a speed and cut through traffic study for Fairway, Village Drive and Club/Middlefield. After brief discussion, the Board decided to add a cut through study of Brookhaven as well.  
**ACTION: upon a motion by Trustee Best and a second by Trustee Champion, the Board of Trustees unanimously approved \$2,500 to spend on the studies**
- **Wilder Lane Final Plat Administrative Amendment:** Mr. Sieber presented to the board a small amendment to the Final Plat of Wilder Lane. The amendment properly dedicates the street (Wilder Lane) for public use.  
**ACTION: upon a motion by Trustee Champion and a second by Trustee Menk, the Board of Trustees unanimously approved the administrative amendment**
- **Clayton Farm 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 Menk and a second by Trustee Champion, the Board of Trustees unanimously authorized the Mayor to send a letter responding to the Clayton Farm Referral**

**ADJOURNMENT:** There being no further business, the meeting was adjourned at 8:10 p.m.

Submitted by,  
J.D. McCrumb,  
Town Administrator

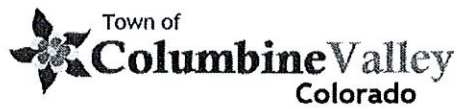
*\* All reports and exhibits listed "as attached" are available on the Columbine Valley web site and by request at Town Hall, 2 Middlefield Road.*

## 2015

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC Total

[illegible]





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

ADDRESS	PERMIT	PL REV	TAX	OS	TOTAL
5 Par Circle	\$370.30	\$0.00	\$267.00	\$22.25	\$659.55
17 Fairway	\$405.40	\$263.51	\$292.50	\$24.38	\$985.79
39 Niblick Lane	\$3,801.40	\$0.00	\$1,257.62	\$104.80	\$5,163.82
15 Fairway Lane	\$177.25	\$0.00	\$91.20	\$7.60	\$176.05
<b>Total</b>	<b>\$4,754.35</b>	<b>\$263.51</b>	<b>\$1,908.32</b>	<b>\$159.03</b>	<b>\$6,985.21</b>

<u>Building Revenue</u>	<u>2014</u>	<u>2014 YTD</u>	<u>2015</u>	<u>2015 YTD</u>
January	\$21,355.02	\$21,355.02	\$14,742.95	\$14,742.95
February	\$11,064.70	\$32,419.72	\$18,825.38	\$33,568.33
March	\$16,061.56	\$48,481.28	\$50,783.31	\$84,351.64
April	\$11,051.71	\$59,532.99	\$74,019.44	\$158,371.08
<b>May</b>	<b>\$5,801.62</b>	<b>\$65,334.61</b>	<b>\$6,985.21</b>	<b>\$165,356.29</b>



TOWN OF COLUMBINE VALLEY  
COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS  
MAY 31, 2015

	Totals	
	May 31, 2015	December 31, 2014
<u>Assets</u>		
Cash and investments	\$ 1,466,788	1,315,856
Other receivables	89,657	80,048
Property taxes receivable	84,189	307,035
Property and equipment, net	2,054,790	2,054,790
	<u>\$ 3,695,424</u>	<u>3,757,729</u>
<u>Liabilities and Equity</u>		
Liabilities:		
Accounts payable	\$ 9,111	17,569
Accrued liabilities	20,679	19,541
Deferred property tax revenue	84,189	307,035
Capital lease payable	-	-
Fund balance:		
Reserved - TABOR emergency	40,681	40,681
Conservation Trust	15,509	19,976
Arapahoe County Open Space	286,313	260,596
Unavailable - Fixed assets net of outstanding long term debt	2,054,790	2,054,790
Unreserved	1,184,152	1,037,541
Total equity	<u>3,581,445</u>	<u>3,413,584</u>
	<u>\$ 3,695,424</u>	<u>3,757,729</u>

TOWN OF COLUMBINE VALLEY  
COMBINED STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE  
ALL GOVERNMENTAL FUND TYPES  
BUDGET AND ACTUAL  
FIVE MONTHS ENDED MAY 31, 2015 AND 2014

Revenue	May Totals		Five Months Ended May 31, 2015		
	2015	2014	Budget	Actual	Variance
Taxes:					
Property taxes	\$ 18,463	47,029	199,573	222,846	23,273
Specific ownership taxes	1,875	1,640	8,320	7,910	(410)
Sales and use tax	37,965	27,692	166,665	186,072	19,407
Utility franchise fees	11,785	7,257	20,000	21,989	1,989
Cable television	-	-	6,250	6,568	318
Permits and fines:					
Permits, fees and services	17,382	8,686	45,835	58,028	12,193
Fines	7,582	9,258	37,500	35,866	(1,634)
Intergovernmental:					
Bow Mar IGA	-	62,695	127,898	127,898	-
State highway user's tax	7,559	3,580	18,750	18,286	(464)
County highway tax revenue	-	-	4,200	4,499	299
Motor vehicle registration fees	438	445	2,085	1,784	(301)
State cigarette tax apportionment	53	45	210	260	50
Conservation Trust Fund entitlement	-	-	1,500	1,524	24
Arapahoe County Open Space shareback	25,000	-	27,000	25,633	(1,367)
Interest income	8	127	1,040	266	(774)
Other	-	43	9,415	10,477	1,062
Total revenue	128,110	168,497	676,241	729,906	53,665
Expenditures					
Current:					
Public safety	65,427	58,446	279,157	264,563	14,594
Sanitation	5,613	5,613	29,165	28,064	1,101
Administration	24,505	33,940	183,077	163,952	19,125
Planning and zoning	4,125	3,150	16,665	27,239	(10,574)
Public works	5,692	4,500	161,250	32,945	128,305
Other - rounding	5	(3)	-	(2)	2
Capital lease:					
Principal	-	-	-	-	-
Interest	-	-	-	-	-
Capital outlay					
Capital expenditures	-	10,229	39,000	39,284	(284)
Conservation Trust Fund expenditures	6,000	-	3,000	6,000	(3,000)
Total expenditures	111,367	115,875	711,314	562,045	149,269
Excess of revenue over expenditures	16,743	52,622	(35,073)	167,861	202,934
Major projects	-	-	-	-	-
Excess of revenue over (under) expenditures and major projects	16,743	52,622	(35,073)	167,861	202,934
Fund balance - beginning of period	1,509,912	1,520,454	1,236,462	1,358,794	122,332
Fund balance - end of period	\$ 1,526,655	1,573,076	1,201,389	1,526,655	325,266

TOWN OF COLUMBINE VALLEY  
GENERAL FUND  
SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL  
FIVE MONTHS ENDED MAY 31, 2015 AND 2014

	May 2015	May 2014	Budget	Five Months Ended May 31, 2015 Actual	Variance
Public safety:					
Automotive expenses	1,339	2,374	18,290	12,077	6,213
Salaries and benefits	59,445	50,275	222,792	220,417	2,375
Municipal court	3,538	3,840	17,080	17,596	(516)
Other	1,105	1,957	20,995	14,473	6,522
	<u>65,427</u>	<u>58,446</u>	<u>279,157</u>	<u>264,563</u>	<u>14,594</u>
Sanitation	5,613	5,613	29,165	28,064	1,101
Administration:					
Legal	4,063	2,572	16,665	18,118	(1,453)
Accounting and audit	550	2,550	16,150	10,400	5,750
Inspection	1,485	5,019	27,085	19,212	7,873
Town administration	15,877	18,837	82,151	76,307	5,844
Insurance and bonds	-	718	10,210	12,914	(2,704)
Office supplies and miscellaneous	793	2,218	8,610	7,808	802
County Treasurer's collection fees	784	498	1,996	2,029	(33)
Rent and building occupancy costs	953	1,528	20,210	17,164	3,046
	<u>24,505</u>	<u>33,940</u>	<u>183,077</u>	<u>163,952</u>	<u>19,125</u>
Planning and zoning					
Engineering	4,125	3,150	16,665	27,239	(10,574)
Public works:					
Street repairs and maintenance	517	400	139,585	13,768	125,817
Street lighting	1,045	1,080	6,250	5,892	358
Weed and tree removal	2,065	625	3,125	5,309	(2,184)
Other	2,065	2,395	12,290	7,976	4,314
	<u>5,692</u>	<u>4,500</u>	<u>161,250</u>	<u>32,945</u>	<u>128,305</u>
Other - rounding	5	(3)	-	(2)	2
Capital expenditures:					
Public safety	-	10,229	39,000	39,284	(284)
Administration	-	-	-	-	-
Public works	-	-	-	-	-
	<u>-</u>	<u>10,229</u>	<u>39,000</u>	<u>39,284</u>	<u>(284)</u>
Conservation Trust Fund expenditures	6,000	-	3,000	6,000	(3,000)
Total expenditures	<u>111,367</u>	<u>115,875</u>	<u>711,314</u>	<u>562,045</u>	<u>149,269</u>
Major projects:					
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures and major projects	<u>111,367</u>	<u>115,875</u>	<u>711,314</u>	<u>562,045</u>	<u>149,269</u>

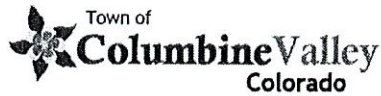


TOWN OF COLUMBINE VALLEY  
SUPPLEMENTAL SCHEDULE OF GENERAL FUND EXPENDITURES - BUDGET AND ACTUAL  
FIVE MONTHS ENDED MAY 31, 2015 AND 2014

	May 2015	May 2014	Five Months Ended May 31, 2015		
			Budget	Actual	Variance
Public Safety:					
Automotive expenses:					
Cruiser gas/oil/maintenance	1,339	2,374	16,665	8,952	7,713
Cruiser insurance	-	-	1,625	3,125	(1,500)
	1,339	2,374	18,290	12,077	6,213
Salaries and benefits:					
Salaries	48,074	41,944	172,615	172,049	566
Pension plan	6,936	4,288	17,262	16,913	349
Health/workman's comp insurance	4,435	4,043	32,915	31,455	1,460
	59,445	50,275	222,792	220,417	2,375
Municipal court:					
Municipal court - judge	750	750	3,750	3,750	-
Municipal court - legal	2,513	2,701	10,415	12,229	(1,814)
Municipal court - other	275	389	2,915	1,617	1,298
	3,538	3,840	17,080	17,596	(516)
Other:					
Uniforms	-	638	3,335	2,052	1,283
Education/training	-	771	3,125	350	2,775
Arapahoe County dispatch fee	-	-	6,450	6,450	-
Supplies/miscellaneous	1,105	548	8,085	5,621	2,464
	1,105	1,957	20,995	14,473	6,522
Administration:					
Town administration:					
Salaries - administration	14,189	15,299	60,500	52,381	8,119
FICA/Medicare - administration	(991)	1,232	4,840	4,571	269
Health insurance - administration	991	930	6,665	6,972	(307)
Pension - administration	709	675	2,951	2,618	333
Telephone/communications	473	411	2,085	2,289	(204)
Computer expense	456	290	2,085	2,821	(736)
Election expense	-	-	1,000	-	1,000
Dues and publications	50	-	2,025	4,655	(2,630)
	15,877	18,837	82,151	76,307	5,844
Office supplies and miscellaneous:					
Advertising/notices	-	-	210	29	181
Miscellaneous	585	616	6,315	6,122	193
Supplies - administration	208	1,602	2,085	1,657	428
	793	2,218	8,610	7,808	802
Legal	4,063	2,572	16,665	18,118	(1,453)
Accounting and audit	550	2,550	16,150	10,400	5,750
Inspection	1,485	5,019	27,085	19,212	7,873
Insurance and bonds	-	718	10,210	12,914	(2,704)
County Treasurer's collection fees	784	498	1,996	2,029	(33)
Building occupancy costs	953	1,528	20,210	17,164	3,046

TOWN OF COLUMBINE VALLEY  
SUPPLEMENTAL SCHEDULE OF GENERAL FUND EXPENDITURES - BUDGET AND ACTUAL  
FIVE MONTHS ENDED MAY 31, 2015 AND 2014

	May 2015	May 2014	Five Months Ended May 31, 2015		
			Budget	Actual	Variance
Public works:					
Street repairs and maintenance:					
Street/gutter maintenance	500	-	125,000	2,013	122,987
Snow removal	-	-	7,500	11,085	(3,585)
Striping	-	-	1,250	-	1,250
Signs maintenance	-	375	1,250	250	1,000
Vehicle maintenance	17	-	835	420	415
Other drainage	-	-	3,750	-	3,750
Street cleaning	-	25	-	-	-
	517	400	139,585	13,768	125,817
Street lighting	1,045	1,080	6,250	5,892	358
Ground maintenance	2,065	625	3,125	5,309	(2,184)
Other:					
Miscellaneous minor public works	1,929	996	3,125	5,433	(2,308)
Storm water permit process	136	125	2,500	2,543	(43)
Professional fees	-	1,274	6,665	-	6,665
	2,065	2,395	12,290	7,976	4,314
Capital and Conservation Trust Fund:					
Capital expenditures:					
Administration	-	-	-	-	-
Public safety	-	10,229	39,000	39,284	(284)
Public works	-	-	-	-	-
	-	10,229	39,000	39,284	(284)
Conservation Trust Fund expenditures:					
Miscellaneous	6,000	-	3,000	6,000	(3,000)
	6,000	-	3,000	6,000	(3,000)



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

**MUNICIPAL COURT:**

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

Court Revenue	2014	2014YTD	2015	2015YTD
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>

**ANNUAL PARADE INFO:** The annual 4<sup>th</sup> of July Parade will be held on a Saturday this year. Trustees are encouraged to participate in the parade.

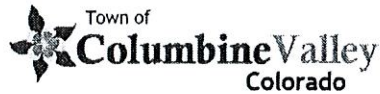
Please let Dana know at the meeting if you will be riding in a "Board of Trustee" convertible and if so if anyone in your family will be joining you. We need to get an accurate count so we have enough cars.

8:00 a.m.	Judging begins for the cart/float decorating contest
8:20 a.m.	Singing of the National Anthem
8:30 a.m.	The Parade kicks off at Driver and Fairway at
9:00 a.m.	Festival/Celebration at Town Hall with food and kids activities

Respectfully Submitted,

J.D. McCrumb  
June 16, 2015





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

**Date:** June 16, 2015

**Title:** Pave 2015

**Presented By:** Jim Newland, Public Works

**Prepared By:** Troy Carmann, Town Engineer

**Background:** Similar to 2014, the Pave 2015 program is set to maintain the level of service for a selected set of roadways within Columbine Valley.

The planned work area for 2015 is shown on the attached exhibit. The work will be similar to the work performed in past years: slurry seal, crack sealing, patching, and concrete pan replacement.

Work will start in late June and may continue on portions of the work into late September. Weather, materials, and labor can have an impact on schedule.

The Town solicited bids from five contractors, two contractors responded: Douglas County Asphalt and A-1 Chip Seal/Rocky Mountain Paving. A-1 Chip Seal/Rocky Mountain Paving was the low bidder and has served the Town's paving needs in past years without significant issues. A-1's bid was \$261,767.00. Douglas County was \$285,135.00.

**Attachments:** Pave 2015 Exhibit

**Fiscal Impacts:** \$300,000 allocated for Pave 2015

**Staff Recommendations:** The Town Staff and Public Works recommend award of the Pave 2015 Contract to A-1 Chip Seal / Rocky Mountain Pavement.

**Recommended Motion:** "I move to approve award of the Pave 2015 Contract to A-1 Chip Seal / Rocky Mountain Pavement".



**A-ONE  
CHIPSEAL**

**ROCKY MOUNTAIN  
PAVEMENT**

www.a-1chipseal.com

www.rockymountainpavement.com

Customer

Town of Columbine Valley

2 Middlefield Road

Columbine Valley, CO 80123-

Attention

Troy Carmann

(720) 641-6973

tcarmann@iconeng.com

Date

06/01/15

Proposal #

19484

Proposal for

Town of Columbine Valley - 2 Middlefield Road - Columbine Valley

Item#	Description	Qty/Unit	Unit Price	Total Price
Option# 1	Base Bid			
01	Mobilization	1 LS	\$5,500.00	\$5,500.00
02	Concrete Washout Area	1 EA	\$1,250.00	\$1,250.00
03	Inlet Protection	6 EA	\$165.00	\$990.00
04	Traffic and Pedestrian Control	1 LS	\$11,500.00	\$11,500.00
05	Removal of Structures and Obstructions	1 LS	\$1,000.00	\$1,000.00
06	Concrete Pan Replacement	8,100 SF	\$9.70	\$78,570.00
07	Asphalt Patching	1,100 SY	\$41.67	\$45,837.00
10	Type II Slurry Seal	36,000 SY	\$2.42	\$87,120.00
11	Crack Seal	5 MILE	\$6,000.00	\$30,000.00
Accepted _____			Total for Option# 1	\$261,767.00

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**Additional Charges If Required :**

\*This Proposal is based on one Mobilization.

\*Additional mobilizations add \$1200.00

\*If existing asphalt is thicker than proposed depth additional cost will apply price per SY inch.

\*Concrete removal is based on existing concrete not having any reinforcement, if reinforcement is encountered additional charges will apply.

**Notes:**

\*Any soft or unstable areas will be corrected on an hourly basis at the direction of the Owner Representative.

\*We cannot guarantee positive drainage on existing or proposed areas less than two percent (2%) fall/slope, consequently no warranty will be provided if these conditions exist.

\*This work can be scheduled only after receipt of signed contract.

\*Pricing for this quotation is applicable for 30 days from date of quote.

\*Final billing will be based on actual field measured quantities installed.

\*Due to current unstable oil markets the price of asphalt may change at time of paving.

\*Any changes will be documented by AC supplier and a direct price increase will apply.

\*Rocky Mountain Pavement must truck over existing asphalt to complete our work and shall not be held liable or responsible for damage to existing lot due to necessary trucking.

\*\*All Asphalt Patching, Concrete, and Subgrade Prep/Scarify work WILL require Utility Locating. Locates can take anywhere from 1-3 days to be completed per Colorado 811 guidelines.

**Exclusions:**

\*All polymer-modified asphalt.

\*Bonds (add 1%), permits, lab and field testing, engineering, fees, surveying, striping, and utility adjustments.

**See attached terms and conditions**

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_ Estimator: Trey Olson  
Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Agent(s) Trey Olson  
(303) 472-7352  
treoyo@asphaltrepair.com

**Phone: 303.650.9653      Fax: 303.650.9669**

**2001 West 64th Lane - Denver, CO 80221**

**A-1 Chipseal Co. & Rocky Mountain Pavement, LLC is an Equal Employment Opportunity Employer.**



## Terms and Conditions

1. This contract (hereinafter referred to as the "Agreement") including the terms and conditions that follow, supersedes any prior understanding or written or oral agreement between the parties, and constitutes the entire agreement between the parties and any understanding or representation not contained herein is hereby expressly waived. It is expressly understood that no representative of the contractor has the power to modify the provisions hereof in any respect, that Contractor shall not be bound by, or liable to, Owner for any representation, promise or endorsement made by any agent or person in Contractor's employment to set forth in this Agreement, and no modification or amendment of this instrument shall be binding on the Contractor unless set forth in writing and signed by an authorized officer of the Contractor.
2. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives successors, and assigns, where permitted by this Agreement. Owner expressly agrees that this Agreement is binding upon it and is not subject to cancellation unless expressly agreed upon for any reason, as shown in the body of this Agreement, and that furthermore, notwithstanding the terms hereof, this Agreement shall not be binding upon Contractor until the credit of Owner is approved and accepted by Contractor.
3. Contractor shall not be liable for delays or damages occasioned by causes beyond his control, including but not limited to: the elements, labor strikes and other labor unrest, riots and other public disturbances, acts of God, accidents, material and supply shortages, and delays occasioned by suppliers not meeting shipping schedules.
4. If any provision is modified by statute or declared invalid, the remaining provisions shall nevertheless continue in full force and effect. The Owner and the Contractor agree that the Agreement shall be construed and governed by the laws of Colorado and that venue for any dispute or litigation arising out of this Agreement shall be in Adams County, Colorado.
5. Any alteration or deviation from the specifications, including those directed by the Owner, construction lender and any public body, that involves extra cost (subcontract, labor, materials) will be executed only upon the parties entering into a written change order, which Contractor may or may not execute at its discretion. Owner hereby authorizes Contractor to make any such repairs and agrees to be responsible for the cost of any such repairs and agrees to be responsible for the cost of any such additional work and materials necessary to complete the Job as described herein.
6. Contractor will provide and pay for all labor and materials necessary to complete the Project. Contractor is released from this obligation for expenses incurred when the Owner is in arrears in making progress payments.
7. Contractor will maintain worker's disability compensation insurance for his employees and comprehensive coverage liability insurance policies. Owner to carry insurance against fire, tornado, hail, vandalism and other casualty losses.
8. Contractor may substitute materials without notice to the owner in order to allow work to proceed, provided that the substituted materials are of no lesser quality than those listed in the specifications.
9. Contractor shall not be responsible for underlying materials of the pavement.
10. The parties agree that in the event of breach of any warranty, either expressed or implied, the liability of the Contractor shall be limited to the labor costs of replacing the defective work. The Contractor shall not be liable for any other damages either direct or consequential. Notwithstanding anything else to the contrary, the Contractor shall have no liability or responsibility for any damage to the structure, its contents, floors, carpets and walkways that is caused by the condition of tracking materials (sealcoat, crack filler, tar, etc.), caused by others besides employees, regardless of whether such damage occurs or is worsened during the performance of the job.
11. Any warranty, express or implied, is void if contract is not paid in full.
12. If any payment under this Agreement is not made when due, the Contractor may suspend work on the job until such time as all payments due have been made. Any failure to make payment is subject to a claim enforced against the property in accordance with applicable lien laws.
13. In the event the amount of Contract is not paid within 30 days from completion, the account shall be in default. The acceptor of this Agreement agrees to indemnify and hold harmless the Contractor from any costs of expenses incurred in the collection of the defaulted account, or in any part thereof, including attorney's fees, court cost, etc., and further agrees that the defaulted account, or in part thereof, including attorney's fees, court cost, etc., and further agrees that the defaulted account will bear interest at the rate of 1-1/2% per month, not to exceed 18% per year and not to exceed the maximum rate permitted by law, on the unpaid balance.
14. Owner agrees to indemnify and hold harmless the Contractor and its agents, managers, directors, officers and employees from and against claims, damages, losses and expenses arising out of or resulting from the performance of this Agreement, including claims relating to damages caused by other tradesman and claims related to environmental laws and hazardous materials, except to the extent that such damage, loss or expense is due to the gross negligence or willful misconduct of the party seeking indemnity.
15. This contract shall become binding when signed by all parties and the authorized office of the Contractor. Owner agrees that upon cancellation before work is started, or before material is delivered on the job, to be liable for 15% of gross amount of contract for restocking fees. Owner is liable for the full amount of contract in the event they cancel contract after work has started.
16. If contract is completed except for the installation of the striping, then the Owner shall only have the right to hold 10% of the Contract price until that part of the work is completed.
17. Any notice required or permitted under this Agreement may be given certified or registered mail at the addresses contained in the Agreement.
18. Owner further agrees that the equity in this property is security in this Contract. This Contract shall become binding only upon written acceptance hereof by the Contractor or by an authorized Agent of the contractor, or upon commencement of the work.
19. This Contract constitutes the entire understanding of the parties, and no other understanding, collateral or otherwise, shall be binding unless in writing signed by both parties.
20. The proposal will expire within 90 days from date unless extended in writing by the company. After 90 days, we reserve the right to revise our price in accordance with costs in effect at that time.

Douglas County Asphalt Inc.  
P.O. Box 422  
Sedalia, CO 80135

**BID SCHEDULE**  
Columbine Valley Pavement Program 2015

BID ITEM NO.	DESCRIPTION OF BID ITEM	QUANTITY	PAY UNIT	UNIT PRICE	TOTAL COST OF BID ITEM
1	Mobilization	1	LS	\$ 33,400.00	\$ 33,400.00
2	Concrete Washout Area	1	EA	\$ 1,560.00	\$ 1,560.00
3	Inlet Protection	6	EA	\$ 485.00	\$ 2,910.00
4	Traffic and Pedestrian Control	1	LS	\$ 11,200.00	\$ 11,200.00
5	Removal of Structures and Obstructions	1	LS	\$ 1,250.00	\$ 1,250.00
6	Concrete Pan Replacement	900	SY	\$ 78.35	\$ 70,515.00
7	Asphalt Patching	1100	SY	\$ 35.00	\$ 38,500.00
10	Type II Slurry Seal	36000	SY	\$ 3.05	\$ 109,800.00
11	Crack Seal	5	miles	\$ 3,200.00	\$ 16,000.00
2015 Total:					\$ 285,135.00

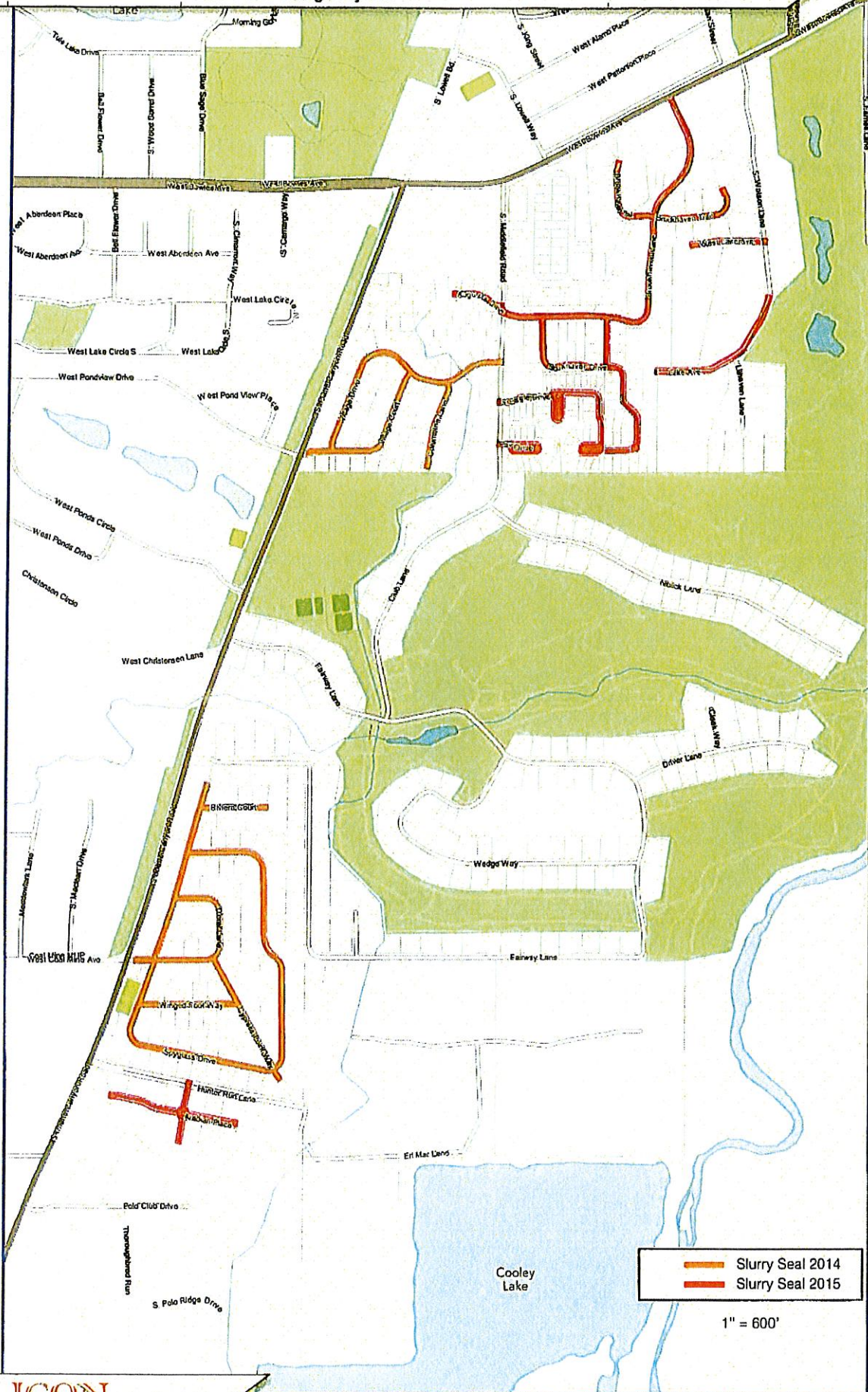
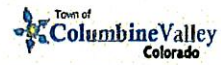
Notes: Brookhaven, Villa Avignon, Country Club Villas, The Villas, Polo Meadows, Polo Meadows

Crack seal and asphalt patching town-wide per Town's direction

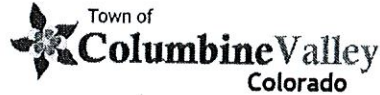
Removal of structures and obstructions is not anticipated, but provided for excavation related to pans and patching



### 2014-15 Paving Projects







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

**Date:** June 16, 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:** With the adoption of all building codes the question of increasing building permit fees is a discussion for the Trustees. If you decide a fee increase is appropriate, a resolution will be prepared for the July meeting.

**Staff Recommendations:** Staff recommendation is to adopt the 2014 National Electrical code as presented and to increase electrical permit fees by 5%.

**Recommended Motion:** "I move to approve Trustee Bill #2, Series 2015 on 1<sup>st</sup> reading and set a public hearing for July 21, 2015 at 6:00 PM".

## TOWN OF COLUMBINE VALLEY

TRUSTEE BILL NO. 2  
Series of 2015

INTRODUCED BY  
TRUSTEE: JEFF MAY

### A BILL CONCERNING

#### THE ADOPTION OF THE 2015 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.

1. Reserved
2. Where the National Electric Code, 2014 addition, conflicts with Chapter 13 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 \_\_\_\_\_ for and \_\_\_\_\_ against, on first reading; then following a Public Hearing held at 6:00pm 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:** June 16, 2015

**Title:** Trustee Bill #3, Series 2015 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:** Trustee Bill #3, 2015, proposed Century Link franchise agreement

**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 on 1<sup>st</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 CUSTOMERS

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 \_\_\_\_ for and \_\_\_\_ 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.

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Gale Christy, Mayor

TRUSTEE BILL NO. 3  
SERIES OF 2015

ATTEST:

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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 CCUA and the Franchising Authority, which shall include at a minimum, the URL address of a website containing these Standards in their entirety; provided however, that if the CCUA or Franchising Authority does not maintain a website with a complete copy of these Standards, a Cable Operator shall be under no obligation to do so;

If acceptable to a customer, Cable Operator may fulfill customer requests for any of the information listed in this Section by making the requested information available electronically, such as on a website or by electronic mail.

3. Upon written request, a Cable Operator shall meet annually with the Franchising Authority to review the format of the Cable Operator's bills to customers. Whenever the Cable Operator makes substantial changes to its billing format, it will contact the Franchising Authority at least thirty (30) days prior to the time such changes are to be effective, in order to inform the Franchising Authority of such changes.

4. Copies of notices provided to the customer in accordance with subsection 5 below shall be filed (by fax or email acceptable) concurrently with the Franchising Authority and the CCUA.

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



6. All officers, agents, and employees of the Cable Operator or its contractors or subcontractors who are in personal contact with customers 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 Remedying Violations**

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

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

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

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

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

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

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

#### **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:** June 16, 2015

**Title:** 2014 Annual Audit

**Presented By:** Jeff Tempas, Town Treasurer

**Prepared By:** Mark Elmshauser, CliftonLarsonAllen

**Background:** Each year the Town contracts an independent audit firm to audit the Town's financial statements and associated government activities.

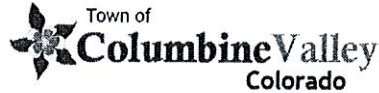
**Attachments:** Copy of the Independent Auditors' Report

**Fiscal Impacts:** None

**Staff Recommendations:** Approve as presented

**Recommended Motion:** "I move to approve the 2014 annual audit".





**Request for Board of Trustee Action**

**Date:** June 16, 2015

**Title:** KB Homes Referral Letter

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

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

**Background:** The City of Littleton has received an application for rezoning and plan approval and the case has been referred to the Town of Columbine Valley for their comments. The Town staff has prepared this report to assist the Town Planning and Zoning Commission and the Board of Trustee's in their review.

**Attachments:** Staff Report

**Fiscal Impacts:** None

**Staff Recommendations:** Approve letter from Mayor to City of Littleton

**Recommended Motion:** "I move to authorize the Mayor to send a letter stating the Town's concerns as discussed tonight"

### **Referral from Littleton: Littleton Valley Villas**

K. B. Home has submitted an application for annexation, rezoning and development plan approval for 29 duplex structures containing 58 residential units a 5.6 acre site located in the southwest quadrant of Bowles Avenue and Platte Canyon Road. The City has referred the application to the Town for their comments.

#### **I. Site Description/Adjacent Land Uses**

The site is presently vacant. The adjacent and land uses are:

To the north across Bowles Avenue is a Denver Water Board Facility and to the northeast is the Bowles shopping center.

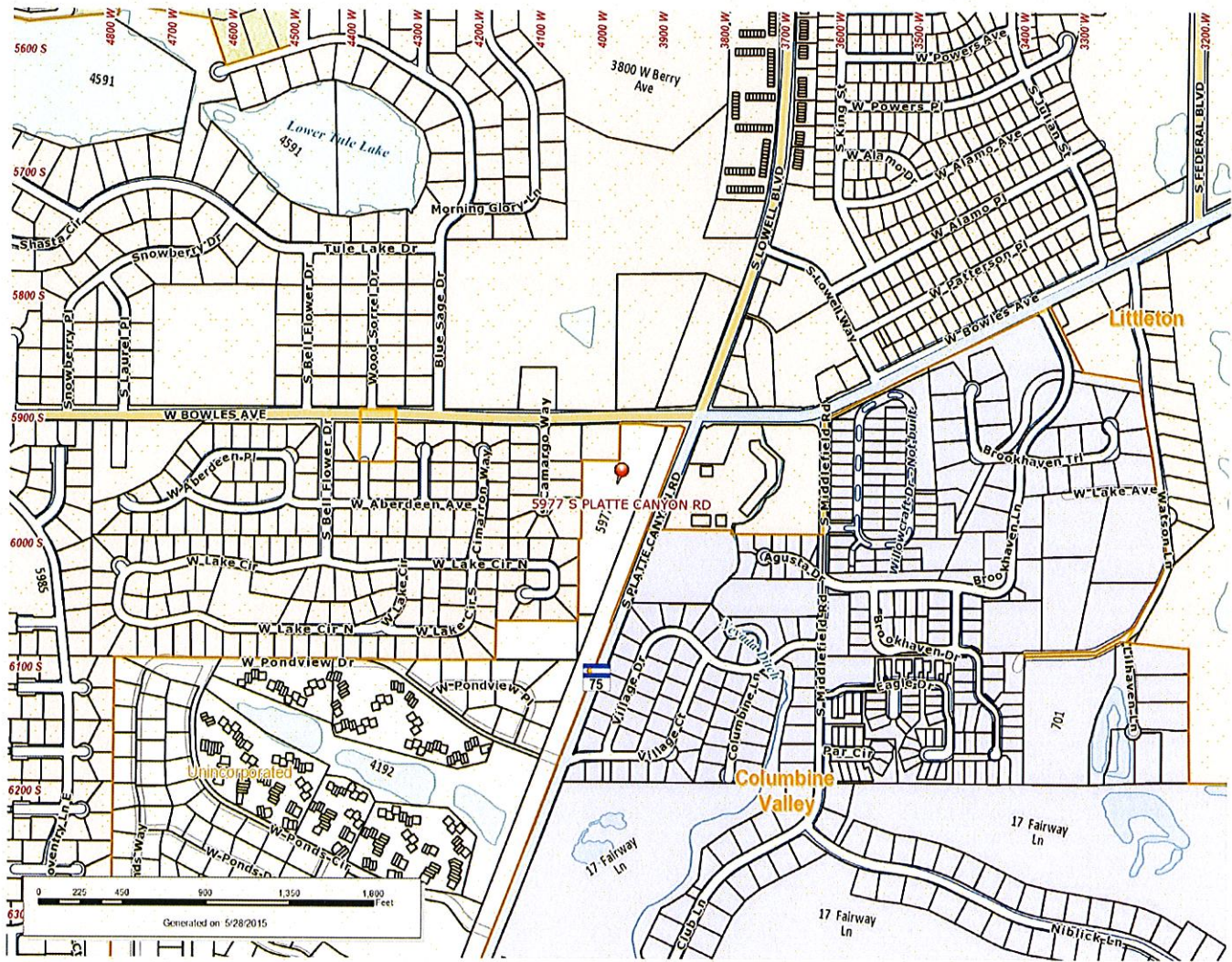
Immediately to the east (between the site and Platte Canyon Road) is a South Suburban Trail. To the east across Platte Canyon Road is the Shops at Columbine Valley shopping center, and in Columbine Valley, Wilder Lane (under development) and the Village, both single family residential.

To the south and west in unincorporated Arapahoe County the property is a mix of vacant land and low density single family residential.

Following are the site plan and a map showing the site and adjacent property.









## II. Description of the proposed Development

The development standards as proposed are shown in the following chart.

**DEVELOPMENT STIPULATIONS CHART**

Standard	Residential	Commercial
Acreage	5.6	
Number of Structures	29	
Number of Units	58	
Density (DU's Acre)	10.4	
Floor Area Ratio		
Open Space Public or Common	35.9 %	
Building Height (Maximum)	35'	
Setbacks		
From Adjacent Property	To Lot Line	
North	15'	
South	18'	
West	12'	
Internal Set backs		
Front	18'	
Side	18	
Rear	7'6"	
Minimum Distance Between Buildings	15'	
Parking (Off-Street)	2 Spaces per Unit Visitor-.35 Spaces per Unit	
With On-Street Parking	Not stated	
Without On-Street Parking	Not stated	
Project Identification Sign	2 signs max Max height 10' Max S.F. (not stated)	
Directional Informational	Not stated	
Temporary	Not stated	
Walls, Fences, Hedges (Materials and Dimensions)		
Perimeter Property Lines	Solid, open or combination. Max height 8'	
Internal lot lines	Solid, open or combination. Max height 6'	



### III. Traffic Impact

A Traffic Impact Report was prepared for the applicant by SM ROCHA, LLC. They did the traffic counts on Bowles Ave and on Platte Canyon Road on February 5<sup>th</sup>, 2015. Those counts and the projections for the development and for the 20 year horizon (Year 2035) are summarized in the Table below.

**Traffic Impact Summary**

<b>Street</b>	<b>ADT (Average Daily Trips)</b>	<b>AM/PM Peak Hour</b>
<b><u>Existing</u> Bowles Ave. at Platte Canyon</b>	<b>28358</b>	<b>1922/1996</b>
<b>Platte Canyon at Trail Access</b>	<b>18099</b>	<b>1552/1608</b>
<b><u>Projected K.B. Homes</u> Bowles Ave. Platte Canyon Rd.</b>	<b>166 386</b>	<b>13/17 31/41</b>
<b><u>Projected Year 2017</u> <u>With K.B. Homes</u> <u>Traffic</u> Bowles Ave.  Platte Canyon</b>	<b>28800  18800</b>	<b>1948/2020  1583/1649</b>
<b><u>Total Year 2035</u> <u>With K.B. Homes</u> Bowles Ave at Platte Canyon. Platte Canyon at Trail Access</b>	<b>31400  20200</b>	<b>2122/2200  1707/1769</b>

The analysis is based on two access points: A full movement intersection (unsignalized) on Platte Canyon Road and a Right in-Right Out on Bowles Avenue. The projection is that approximately 70 % of the development traffic will use Platte Canyon Road in the AM peak hour and 30% will utilize Bowles Ave.

#### IV. Drainage

A Phase I Drainage Study was submitted with the application. The study has been reviewed by our Engineers and their comments are included in the findings of this report.

#### V. HOA Comments

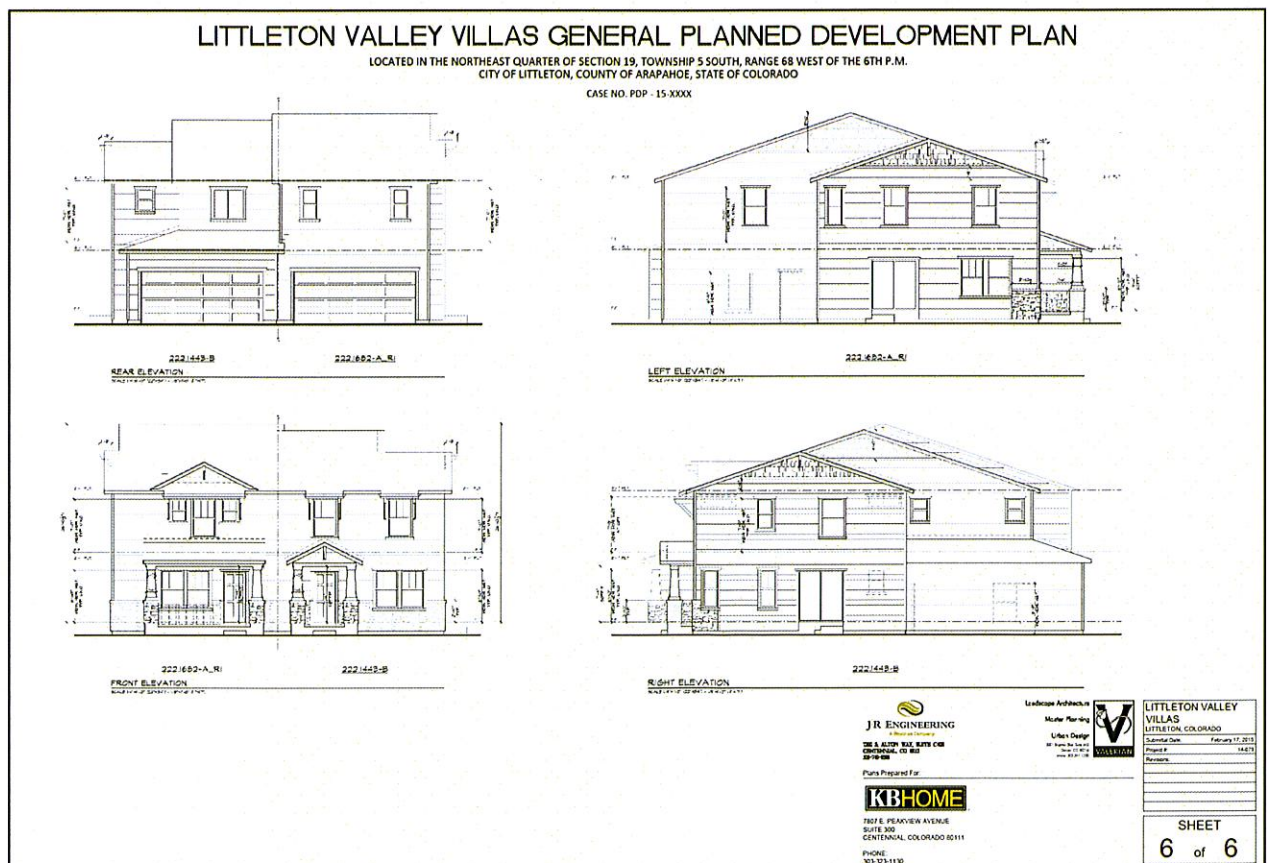
A copy of the site plan was sent to The Village HOA and the Wilder Lane developers. We have not received a response from the Village HOA. On 4/21, Jay Neese (Platte Canyon Partners) emailed the following:

The only concerns to Platte Canyon Partners are:

- 1) Storm Drain Tie In. They will need to tie into the existing 24" culvert that crosses S. Platte Canyon. Therefore, they will need a detention/water quality pond on their site and will only be able to release historic flows. However, if they would replace the existing 24 inch culvert with the ultimate 42 inch culvert under Platte Canyon Road then the development may only need to have a water quality pond.
- 2) I assume that the Town will have Troy review the plans and make sure he doesn't have any issues with the storm water connections.

#### VI. Structural Design

The following illustration shows the front, rear and side elevations of a typical unit.

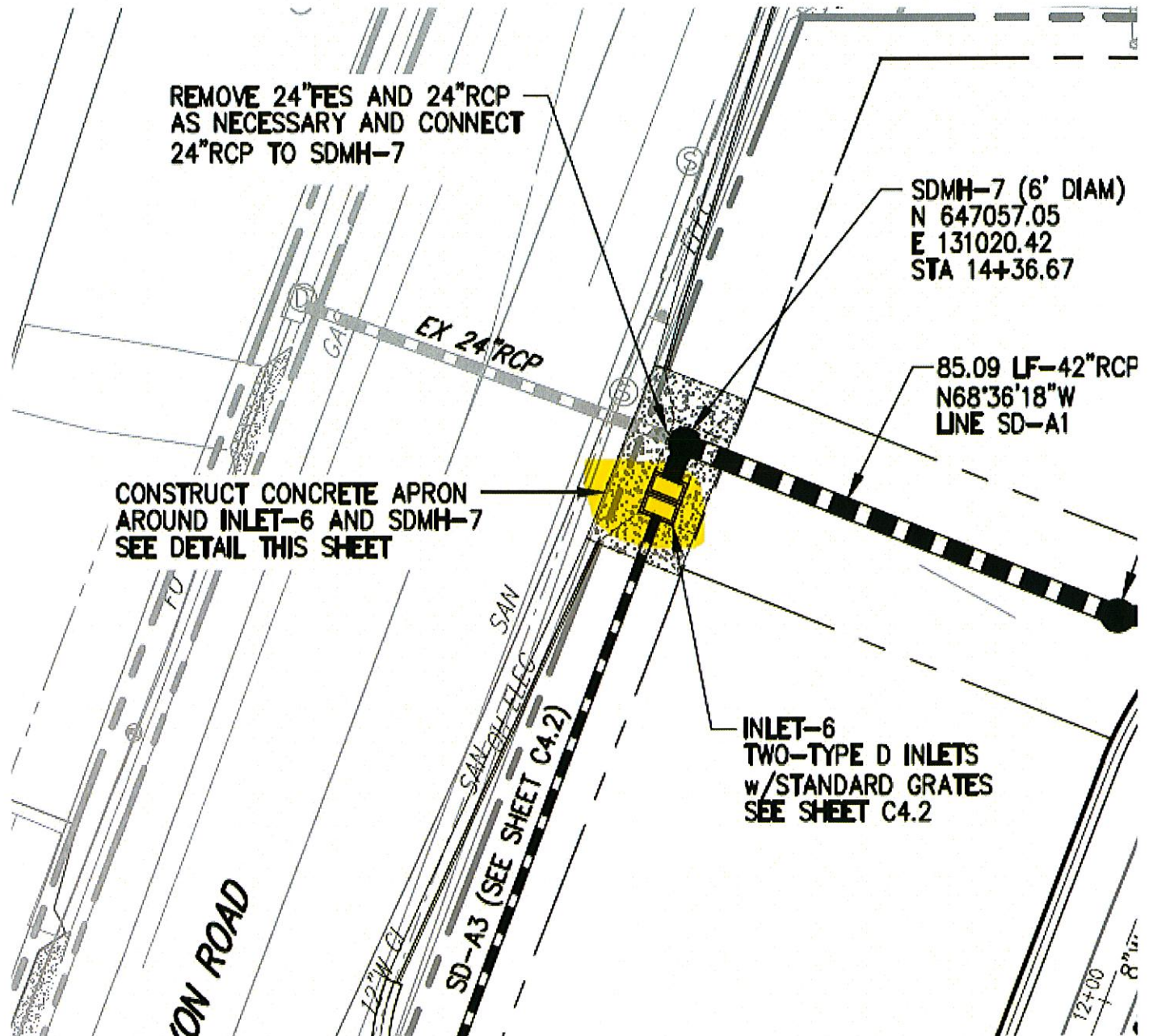




## **VII. Findings**

The staff has reviewed the application and have noted the following:

- A. The density (10.4 DU's per acre) is significantly higher than the existing development to the south and west and considerably higher than the two affected developments in the Town, The Village and Wilder Lane.
- B. The most obvious impact on the Town residents will be the visual appearance of the units facing Platte Canyon Road. It is difficult to assess the visual impact because the architectural elevations do not show colors or clearly indicate the mix of structural materials to be used. It appears that the primary purpose of the architectural elevations is to show building dimensions.
- C. The primary traffic impact will be on Platte Canyon Road. While there will be some difficult movements at the unsignalized access onto Platte Canyon Road, i.e., left turn out in the AM peak hour, it is primarily a problem for the residents of the development and is unlikely to impact the residents of the Town to a significant degree.
- D. We have concerns relating to drainage. The applicant's proposed connection to Drainageway D needs to be revised. Columbine Valley has approved a double Type D inlet and 42" outfall under construction now (June 2015). As proposed by KB Homes, the connection to drainageway D daylights north of the inlet structure. The revision should consider a tie-in just south of the existing 24" RCP to take advantage of the inlet structure (see illustration below). Or, they should consider replacing the existing 24" RCP with a single larger RCP to handle both discharges from the KB Homes site.



In summary, the proposed development is out of character with the existing residential area to the south and west of the site and with the neighborhoods in Columbine Valley to the east. However, the impact is primary visual and could be modified with more intensive screening along the eastern side of the property. The staff assumes there will be vigorous concern from the existing residents to the south and west. The traffic impact will not affect the



residents of the Town to a significant degree. There could be a serious drainage impact on the area of the Town immediately east of the site.

#### VIII. Recommendations

The Planning Commission discussed this referral at their meeting on June 9<sup>th</sup>, 2015. The staff and the Planning Commission recommends that a letter be sent by the Mayor that expresses the Town's concerns about:

1. The density and type of units proposed are out of character with the surrounding residential areas including those in the Town of Columbine Valley.
2. The information provided to assess the visual impact on the Town residents is insufficient. The applicant should provide more detailed and informative architectural illustrations.
3. It appears that there could be a serious safety issue for the residents of the proposed development with an unsignalized full movement intersection onto Platte Canyon Road. Restricting the access to a right in-right-out should be considered.
4. The applicant should confer with the Columbine Valley Engineer concerning the drainage.



**Request for Board of Trustee Action**

**Date:** June 16, 2015

**Title:** KB Homes Referral Letter

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

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

**Background:** The City of Littleton has received an application for rezoning and plan approval and the case has been referred to the Town of Columbine Valley for their comments. The Town staff has prepared this report to assist the Town Planning and Zoning Commission and the Board of Trustee's in their review.

**Attachments:** Staff Report

**Fiscal Impacts:** None

**Staff Recommendations:** Approve letter from Mayor to City of Littleton

**Recommended Motion:** "I move to authorize the Mayor to send a letter stating the Town's concerns as discussed tonight"