



BLUE RIVER BOARD OF TRUSTEES MEETING

Tuesday, December 16, 2025

5:00 PM

0110 Whispering Pines Circle, Blue River, CO

Agenda

The public is welcome to attend the meeting either in person or via Zoom. Please note, however, that public comments will not be taken virtually, but will only be accepted in-person during public comment periods.

The Zoom link is available on the Town website:

<https://townofblueriver.colorado.gov/board-of-trustees>

Please note that seating at Town Hall is limited.

Call to Order – Roll Call

Work Session

None

Approval of Agenda/Consent Agenda

1. Approval of Minutes
 - a. Regular Meeting of November 18 2025
2. Approval of Financial Report
 - a. Period Ending November 30, 2025

Communications to the Board of Trustees

Citizens are welcome to provide in-person comments on non-Agenda items. Comments are limited to 5-minutes per speaker. Written communications for any non-Agenda items will be distributed separately to the Board of Trustees.

New Business

1. Comcast Franchise
 - a. Public Hearing
 - b. Approval of Ordinance No. 2025-10 – Approving the Renewal of a Non-Exclusive Cable Television Franchise and Franchise Agreement Between the Town of Blue River and Comcast of Colorado XI, LLC to Provide Cable Television Services within the Town and to Make Reasonable and Lawful Use of the Town's Public Rights-of-Way and Public Road Easements for Such Purposes

2. 2025 Budget
 - a. Approval of Resolution No. 2025-19 – Appropriating Additional Sums of Money in the General Fund for the 2025 Budget
 - b. Approval of Resolution No. 2025-20 – Appropriating Additional Sums of Money in the American Rescue Plan fund for the 2025 Budget

3. 2026 Municipal Election
 - a. Approval of Resolution No. 2025-21 – Authorizing a Mail Ballot Election on April 7, 2026 and Setting Forth Other Details Relating Thereto
 - b. Intergovernmental Agreement for Election Services – Re-affirm Approval of Intergovernmental Agreement between the Town of Breckenridge, the Town of Silverthorne, the Town of Dillion, the Town of Keystone and the Town of Blue River
 - c. Agreement for Professional Services – Kathy Neel (Informational)

4. Town Manager Search Process
 - a. Selection of Finalist(s)
 - b. Set Date/Time for Finalist Interviews

Old Business

1. None

Reports

1. Mayor & Trustee Reports
2. Town Attorney Reports
3. Staff Reports
 - a. Interim Town Manager
 - b. Chief of Police

Other Matters to be Brought Before the Board of Trustees

Executive Session

Pursuant to Section 24-6-402(4)(b) of Colorado Revised Statutes, an Executive Session will be called to receive legal advice on questions concerning property transfers and to devise negotiation strategy and instruct negotiators concerning an offer for the sale of real property. No action is anticipated following this Executive Session.

Adjourn



**BLUE RIVER BOARD OF TRUSTEES
REGULAR MEETING**

Tuesday, November 18, 2025

5:00 PM

0110 Whispering Pines Circle, Blue River, CO

Minutes

Call to Order – Roll Call

Mayor Decicco called the Regular Meeting to order at 5:02 PM.

PRESENT: Mayor Nick Decicco
Trustee Noah Hopkins
Trustee Ted Slaughter
Trustee Barrie Stimson
Trustee Ben Stuckey (left at 5:41 PM)
Trustee Jodie Willey

Absent: Trustee Jonathon Heckman

Also present: Interim Town Manager Steve Rabe, Deputy Town Clerk John DeBee, Town Attorney Bob Widner and Police Chief David Close (arrived at 6:00 PM)

Work Session

The Work Session was to discuss:

- None

Approval of Agenda/Consent Agenda

Mayor Decicco moved and Trustee Hopkins seconded to approve the Consent Agenda, as presented. All ayes.

1. Approval of Minutes
 - a. Regular Meeting of October 21, 2025
 - b. Special Meeting of November 11, 2025
2. Approval of Financial Report
 - a. Period Ending October 31, 2025

Communications to the Board of Trustees

None

New Business

1. Short-term Rental Regulations

a. Public Hearing

Mayor Decicco closed the Regular Meeting and opened the Public Hearing at 5:05 PM. Town Attorney Bob Widner made initial comments in support of the proposed amendments to the Short-term Rental Regulations. Mr. Widner went on to highlight the major changes to the Regulations including: ownership, parking, occupancy, limitations on fires and identifying a Responsible Agent. Mayor Decicco opened the Public Hearing up to public comment, both in-person and on Zoom, at 5:12 PM. Mayor Decicco closed the Public Hearing and re-convened the Regular Meeting at 5:39 PM.

b. Approval of Ordinance No. 2025-09 – Repeal and Re-Enacting Article I of Chapter 6, Titled Short-Term Rental Licensing and Operation

Trustee Willey moved and Mayor Decicco seconded to approve Ordinance No. 2025-09 as presented. All ayes.

c. Approval of Resolution No. 2025-15 – Approving a Fee Schedule for the Administration of Article I or Chapter 6 (Short-Term Rental Licensing and Operation) for 2026

Trustee Willey moved and Trustee Slaughter seconded to approve Resolution No. 2025-15 as presented. All ayes.

2. 2026 Budget

a. Public Hearing

Mayor Decicco closed the Regular Meeting and opened the Public Hearing at 5:48 PM. No comments were received. Mayor Decicco closed the Public Hearing and re-convened the Regular Meeting at 5:49 PM.

b. Approval of Resolution No. 2025-16 – Summarizing Expenditures and Revenues for each Fund and Adopting a Budget for the Town of Blue River for Calendar Year 2026

Interim Town Manager Steve Rabe provided a brief update on the changes that had been made since the release of the Preliminary Budget on October 15th. Trustee Hopkins moved and Trustee Slaughter seconded to approved Resolution No. 2025-16 as presented. All ayes.

c. Approval of Resolution No. 2025-17 – Appropriating Sums of Money to Various Funds and Spending Agencies in the Amounts and for the Purposes as Set Forth for the Town of Blue River for the 2026 Budget Year

Interim Town Manager Steve Rabe stated that, in accordance with Budget Law, now that the 2026 Budget has been approved, the Board is required to appropriate sums of money to the various Funds of the Town. Trustee Willey moved and Trustee Slaughter seconded to approve Resolution No. 2025-17 as presented. All aye.

d. Approval of Resolution No. 2025-18 – Levying General Property Taxes for the Year 2025 to Defray the Costs of Government for the Town of Blue River for the 2026 Budget Year

Interim Town Manager Steve Rabe reported that the Resolution contemplates levying a tax of 10.4587 mills, which equates to the voter-approved 12.290 mills less 1.8313 mills because the Town needs to stay under the 5.5% annual mill levy

revenue limit, which is estimated to generate \$930,584. Mr. Rabe went on to say that the Resolution allows for some flexibility because the County Assessor is not required to provide its final certification of evaluation until December 10th, which is just prior to the Town filing its Certification of Tax Levies with the County Commissioner's Office. Trustee Hopkins moved and Trustee Stimson seconded to approved Resolution No. 2025-18 as presented. All ayes.

Old Business

1. None

Reports

1. Mayor & Trustee Reports – Trustee Slaughter reported that the Wildfire Council will be meeting on Thursday (11/20) to review and award grant requests. Mr. Slaughter questioned whether the Blue River Loop could be re-instated, to which Deputy Town Clerk John DeBee suggested that the reason the Loop had been expanded to run all the way to Fairplay and back was because of low ridership.
2. Town Attorney Reports – none
3. Staff Reports
 - a. Town Manager – Interim Town Manager Steve Rabe stated that it had been decided beforehand to participate in utilizing vote counting machines in conjunction with the other municipal governments in Summit County. The decision had been made to contract with Clear Ballot, with the Town of Breckenridge taking the lead, so there is a need for all the participants to commit to the Vendor and enter into an Intergovernmental Agreement to cover the cost of leasing the equipment. Mr. Rabe stated that the cost to the Town of Blue River would be around \$2,000, regardless of whether we have an election in April or not. Mr. Rabe requested permission to sign the IGA on behalf of the Town, since it needs to be done before the Board's next Regular Meeting with the Board re-affirming that authorization at their next meeting. The Board consented to the decision. Mr. Rabe gave an update on the Town Manager hiring process, reporting that, to date, the Town had received sixteen (16) inquiries and four (4) applications.
 - b. Chief of Police – None.

Other Matters to be Brought Before the Board of Trustees

None.

Executive Session

Mayor Decicco moved and Trustee Hopkins seconded to go into Executive Session pursuant to Section 24-6-402(4)(b) of Colorado Revised Statutes to receive legal advice concerning questions on the legal requirements and obligations for awarding and compensating employees for unused vacation time and paid time off. No action anticipated following the Executive Session. All ayes.

Mayor Decicco further moved and Trustee Willey seconded to go into Executive Session pursuant to Section 24-6-402(4)(b) of Colorado Revised Statutes to receive legal advice and answers to specific questions concerning an offer to transfer real property to the Town. No action anticipated following the Executive Session. All ayes.

The Board of Trustees entered into Executive Session at 6:02 PM.

Mayor Decicco re-convened the Regular Meeting at 6:44 PM.

Adjourn

Trustee Hopkins moved and Trustee Stimson seconded to adjourn the meeting. Motion passed.

Meeting adjourned at 6:45 PM.

Submitted by:

Steven G. Rabe
Interim Town Manager

Financial Report

Town of Blue River

For the period ended November 30, 2025



Prepared by

Marchetti & Weaver, LLC

Prepared on

December 10, 2025

No assurance provided; substantially all disclosures required by GAAP omitted.

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TOWN OF BLUE RIVER
Statement of Financial Position

	Preliminary - Subject to Change	
	Combined Funds	Combined Funds
	12/31/2024	11/30/2025
Assets:		
Operating - Alpine Bank	1,017,599	1,325,743
Petty Cash	250	250
American Rescue Plan Funds 3090	185,716	63,587
Credit Card - Alpine	-	-
Reserve1 - Alpine Bank	256,348	266,033
Reserve2 - Alpine Bank	1,222,126	1,267,807
CD's - Citywide Banks	-	-
Alpine Bank CTF 4100 CTF	161,618	174,920
FirstBank - Reserves	-	-
ColoTrust - Capital	3,180,264	2,514,314
ColoTrust Broadband	214,588	325,696
ColoTrust General	-	295,259
CSAFE	133	125
Illiquid Trust Funds	1,187	1,187
Cash with the County Treasurer	-	-
Total Cash in Bank	6,239,829	6,234,921
AR:Sales Tax	102,093	-
AR:Lodging Tax	82,769	-
AR:Use Tax	4,517	-
AR:Specific Ownership Tax	4,029	-
AR:Defensible Space - Prior Years Grant	-	-
Property Taxes Receivable	870,812	979
Prepaid expenses CEBT	-	-
Prepaid Expenses	11,960	-
QuickBooks Tax Holding Account	-	7,706
Total Assets	7,316,010	6,243,605
Liabilities		
Accounts Payable	9,776	65,019
Payroll Liabilities	857	857
Payroll Liabilities:CEBT	-	(10,313)
Payroll Liabilities:CO Income Tax	7,702	3,597
Payroll Liabilities:CRA 457	2,298	363
Payroll Liabilities:Federal Tax	15,322	4,109
Wages Payable	19,574	19,574
Total Liabilities	55,529	83,206
Deferred Inflows		
Deferred Revenue - Property Tax	870,812	979
Deferred Revenue - ARP	40,800	-
Total Deferred Inflows	911,612	979
Equity:		
Fund Balance - Capital	2,363,025	1,901,857
Fund Balance - Amendment 1	-	-
Fund Balance - Conservation Trs	161,619	170,163
General Fund Balance	3,424,021	3,698,606
Reserves-Land Acquisition	-	-
Reserves-Road Improvements	-	-
Reserves-Town Hall Renovations	-	-
Fund Balance Broadband	214,588	325,696
Fund Balance American Rescue	185,616	63,097
Ending Fund Balance	6,348,869	6,159,420
Total Liabilities, Deferred Inflows & Fund Balance	7,316,009	6,243,604
	=	=

No assurance provided on these financial statements; substantially all disclosures required by GAAP omitted.

TOWN OF BLUE RIVER
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
ACTUAL, BUDGET AND FORECAST FOR THE PERIODS INDICATED

	MODIFIED ACCRUAL BASIS										Preliminary - Subject to Change			
	2025 Annual					2025 YTD					Current Month		2026	
	2024 Cal Yr Preliminary	2025 Adopted Budget	Projected Variances Fav(Unfav)	2025 Current Forecast	11 Months Ended 11/30/2025 Actual	11 Months Ended 11/30/2025 Budget	Variance Favorable (Unfavor)	11/30/2025 Actual	11/30/2025 Budget	Variance Favorable (Unfavor)	11/30/2025 Actual	2026 Budget Adopted	2026 Placeholder	
GENERAL FUND														
Assessed Value	91,200,272	91,200,272		91,200,272	869,833	798,244	71,589	5,015	72,568	(67,553)	88,971,290	12,290	(1,831)	
Mill Levy Rate	12.290	12.290		12.290	328	328					10,459			
Temporary mill levy credit	(2,742)	(2,742)		(2,742)	341,330	320,833	20,496	11,575	29,167	(17,592)	350,000	26,000	8,000	
Mill Levy Rate	9.548	9.548		9.548	30,351	23,833	6,518	3,091	2,167	925	26,000	8,000	13,000	
Operations					17,962	20,167	(15,100)	5,672	1,083	4,589	1,000,000	1,050	55,630	
Tax Revenue					879,927	916,667	(36,740)	89,717	83,333	6,384	1,000,000	20,000	20,000	
General Property Tax	853,782	870,812	240	870,812	1,182	1,100	82	88	3,754	(12)	55,630	20,000	20,000	
Delinquent Taxes	(55)				46,335	41,296	5,039	4,720	1,667	(1,667)	2,404,263			
Lodging Tax	486,481	350,000		350,000	27,005	18,333	8,672							
Specific Ownership Tax	33,145	26,000		26,000										
Exempt Personal Property	16,293	22,000		22,000										
Motor Vehicle License Fees	15,616	13,000		13,000										
Sales Tax	1,166,748	1,000,000		1,000,000										
Cigarette Tax	1,329	1,200		1,200										
Highway User's Tax	55,181	45,050	4,003	49,053										
Road & Bridge	15,606	20,000	6,058	26,058										
	2,624,126	2,348,062	10,301	2,358,363	2,219,318	2,152,390	66,928	119,880	195,672	(75,792)	2,404,263			
Building Department														
Building Inspection Dept	109,295	85,000	11,109	96,109	112,843	77,917	34,926	5,651	7,083	(1,432)	85,000			
Architectural Review Fees	-	-	-	-	-	-	-	-	-	-	-			
Development Fees	-	-	-	-	-	-	-	-	-	-	-			
	109,295	85,000	11,109	96,109	112,843	77,917	34,926	5,651	7,083	(1,432)	85,000			
Municipal Court Revenue														
Municipal Court Fines	34,528	35,000	-	35,000	24,835	32,083	(7,248)	905	2,917	(2,012)	35,000			
Code Enforcement Surcharge	1,145	1,300	-	1,300	1,336	1,192	144	225	108	117	1,200			
Marshal Office Revenue	1,721	1,700	(1,600)	100	110	1,558	(1,448)	-	142	(142)	100			
	37,394	38,000	(1,600)	36,400	26,281	34,833	(8,552)	1,130	3,167	(2,037)	36,300			
Tarn Revenue														
Boat Permits	7,903	8,000	-	8,000	4,860	7,333	(2,473)	-	667	(667)	5,000			
	7,903	8,000	-	8,000	4,860	7,333	(2,473)	-	667	(667)	5,000			
Grants														
Defensible Space Grants	45,348	50,000	-	50,000	18,495	45,833	(27,338)	-	4,167	(4,167)	25,000			
CO State Forest Service Grants	-	50,000	-	50,000	-	45,833	(45,833)	-	4,167	(4,167)	-			
Police Department Grants	4,075	5,000	2,819	7,819	9,338	4,583	4,755	700	417	283	10,000			
	49,423	105,000	2,819	107,819	27,833	96,250	(68,417)	700	8,750	(8,050)	35,000			
Other Income														
Interest on Investments	85,934	220,000	(180,929)	39,071	61,143	201,667	(140,524)	5,375	18,333	(12,959)	58,000			
Interest on Taxes	1,393	1,000	(242)	758	2,354	917	1,437	301	83	218	1,000			
Natural Gas Franchise	80,244	85,000	(31,498)	53,502	79,188	77,917	1,271	-	7,083	(7,083)	85,000			
1041 Process Payments	-	50,000	-	-	-	45,833	(45,833)	-	4,167	(4,167)	-			
DOLA Grant - Admin Salary	-	-	-	-	-	-	-	-	-	-	-			
DOLA Town Hall Expansion	-	-	-	-	-	-	-	-	-	-	-			
Credit Card Fees	809	-	-	-	247	-	247	83	-	-	-			
Lodging Tax Registration	70,277	70,000	(14,225)	55,775	56,845	64,167	(7,322)	470	5,833	(5,363)	133,000			
Business Licenses	10,506	12,100	(6,138)	5,962	10,288	11,092	(804)	975	1,008	(33)	10,000			
Admin Miscellaneous Income	172,349	10,000	208	10,208	1,408	9,167	(7,759)	-	833	(833)	10,000			
Lease Proceeds	-	-	-	-	-	-	-	-	-	-	-			
	421,512	448,100	(232,824)	165,276	211,472	410,758	(199,286)	7,203	37,342	(30,138)	297,000			
General Fund Contribution	-	-	-	-	-	-	-	-	-	-	-			
Total Revenues	3,249,654	3,032,162	(210,195)	2,771,967	2,602,608	2,779,482	(176,874)	134,564	252,680	(118,116)	2,862,563			

No assurance provided on these financial statements; substantially all disclosures required by GAAP omitted.

Expenditures	2024		2025 Annual			2025 YTD			Current Month			2026	
	Cal Yr Preliminary	2025 Adopted Budget	Projected Variances Fav(Unfav)	2025 Current Forecast	11 Months Ended		11 Months Ended		11/30/2025 Actual	11/30/2025 Budget	Variance Favorable (Unfavor)	2026 Budget Adopted	2026 Placeholder
					11/30/2025 Actual	11/30/2025 Budget	11/30/2025 Actual	11/30/2025 Budget					
Personnel	14,383	14,400	-	14,400	14,926	13,200	(1,726)	1,300	1,200	(100)	14,400		
Salaries - Elected Officials	142,555	127,196	107,161	234,357	234,357	116,596	(117,761)	-	10,600	10,600	126,071		
Salary - Town Manager	75,029	67,879	15,482	83,361	71,734	62,222	(9,512)	6,463	5,657	(807)	70,606		
Payroll Taxes - All Employees	46,676	45,000	13,640	56,640	50,796	41,250	(9,546)	2,869	3,750	881	45,000		
Payroll Service Fees	3,714	6,500	-	6,500	5,503	5,958	455	361	542	181	6,500		
Workman's Comp Insurance	8,298	7,500	4,262	11,762	8,822	6,875	(1,947)	-	625	625	9,000		
Unemployment Payments	-	-	-	-	-	-	-	-	-	-	-		
Health Insurance	78,827	110,000	-	110,000	111,800	100,833	(10,967)	7,685	9,167	1,482	146,004		
Empower Retirement 457	737	-	-	-	-	-	-	-	-	-	-		
Retirement-Town Match	10,462	12,000	-	12,000	9,591	11,000	1,409	825	1,000	175	12,000		
Town Attorney	41,491	75,000	5,000	80,000	83,713	68,750	(14,963)	11,403	6,250	(5,153)	75,000		
Accountant	19,924	18,000	2,000	20,000	36,674	16,500	(20,174)	17,046	1,500	(15,546)	20,000		
Auditor	10,250	11,000	(350)	10,650	10,650	10,083	(567)	917	917	8	12,000		
Other Business Expenses	-	100	(100)	-	-	92	92	-	-	-	-		
	452,347	494,575	147,095	641,670	638,565	453,360	(185,205)	47,951	41,215	(6,736)	536,581		
Administration	-	50	-	50	-	46	46	-	4	4	50		
Miscellaneous	3,597	4,000	-	4,000	2,950	3,667	717	22	333	312	4,000		
Office Supplies	1,922	5,000	(5,000)	-	-	4,583	4,583	-	417	417	5,000		
Uniforms	5,640	6,000	-	6,000	6,496	5,500	(996)	526	500	(26)	7,500		
Telephone	-	50	-	50	-	46	46	-	4	4	50		
Postage and Delivery	3,174	4,000	(800)	3,200	2,449	3,667	1,218	17	333	316	3,000		
Printing & Publishing	7,542	10,000	(4,063)	10,000	9,107	9,167	60	2,132	833	(1,299)	10,000		
Meetings and Events	1,977	6,000	-	1,937	1,937	5,500	3,563	-	500	500	6,000		
Training & Travel	10,372	5,000	-	5,000	2,460	4,583	2,123	-	417	417	-		
Sales & Lodging Tax Admin	4,970	5,000	26,498	31,498	23,617	4,583	(19,033)	8,926	417	(8,509)	12,000		
Professional Services	5,422	5,500	-	5,500	4,613	5,042	429	439	458	20	5,500		
Equipment Repairs & Lease	92,110	85,000	(500)	85,000	74,840	77,917	3,076	2,795	7,083	4,289	95,000		
Technology	439	500	-	500	-	458	458	-	42	42	500		
Community Engagement/Marketing	23,919	50,000	-	50,000	34,040	45,833	11,794	-	4,167	4,167	50,000		
Community Fund	5,000	5,000	-	5,000	4,500	4,583	83	-	417	417	5,000		
Scholarships	68,262	40,000	-	40,000	8,406	36,667	28,260	-	3,333	3,333	42,080		
Insurance	-	3,000	(1,950)	1,050	1,050	2,750	1,700	-	250	250	3,000		
Codifying	16,190	-	88	88	1,212	-	(1,212)	1,124	-	(1,124)	18,000		
Elections	16,314	20,000	-	20,000	17,577	18,333	756	106	1,667	1,560	20,000		
City Treasurer's Fees	-	1,400	141	1,541	1,541	1,283	(258)	-	117	117	1,541		
NWC of Govt	1,348	1,300	-	1,300	1,415	1,192	(223)	1,415	108	(1,307)	1,388		
CML	1,584	1,584	275	1,859	1,859	1,452	(407)	-	132	132	1,859		
CASST	611	1,000	(500)	500	234	917	682	72	83	11	1,000		
Credit Card Charges	-	-	-	-	-	-	-	-	-	-	-		
Charitable Contributions	-	-	-	-	-	-	-	-	-	-	-		
	270,393	259,384	14,189	273,573	200,304	237,769	37,464	17,575	21,615	4,041	291,968		
Town Hall Expense	12,551	13,000	-	13,000	12,346	11,917	(430)	1,001	1,083	83	14,000		
Utilities	2,995	4,000	300	4,300	3,433	3,667	233	312	333	21	4,000		
Trash	-	500	9	509	585	458	(127)	76	42	(35)	750		
Supplies	-	-	-	-	935	-	(935)	-	-	-	-		
Grounds & Snow Removal	-	-	-	-	-	-	-	-	-	-	-		
Cleaning	3,513	1,000	-	1,000	491	917	425	491	83	(408)	1,000		
Repairs & Maintenance	4,349	4,848	-	4,848	4,594	4,444	(150)	479	404	(75)	4,848		
Employee Housing HOA	4,996	5,500	-	5,500	6,960	5,042	(1,919)	570	458	(112)	6,000		
Employee Housing Utilities	-	100	-	100	39	92	52	39	8	(31)	100		
Employee Housing Supplies	-	-	-	-	-	-	-	-	-	-	-		
Tarn Utilities	-	-	-	-	-	-	-	-	-	-	-		
	28,404	28,948	309	29,257	29,385	26,536	(2,849)	2,969	2,412	(557)	30,698		

No assurance provided on these financial statements; substantially all disclosures required by GAAP omitted.

2024 Cal Yr	2025 Annual			2025 YTD		Current Month			2026
	2025 Adopted Budget	Projected Variances Fav(Unfav)	2025 Current Forecast	11 Months Ended Actual	11 Months Ended Budget	Variance Favorable (Unfavor)	11/30/2025 Actual	11/30/2025 Budget	2026 Budget Adopted
	Preliminary			11/30/2025 Actual	11/30/2025 Budget	Variance Favorable (Unfavor)	11/30/2025 Actual	11/30/2025 Budget	Placeholder
8,400	-	-	8,400	6,500	7,700	1,200	600	700	8,400
Planning & Zoning									
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
8,400	-	-	8,400	6,500	7,700	1,200	600	700	8,400
Municipal Court									
6,500	-	6,500	6,500	5,958	5,958	(542)	542	542	6,500
9,600	-	9,600	8,800	8,800	8,800	(800)	800	800	9,600
459	500	1,000	968	458	(510)	31	31	42	1,000
16,559	500	17,100	15,727	15,217	(510)	1,373	1,373	1,383	17,100
Public Safety									
313,614	15,390	336,962	337,470	294,774	(42,696)	25,394	26,798	26,798	388,545
10,405	-	-	7,368	-	(7,368)	690	690	-	(690)
-	-	-	250	-	(250)	100	100	-	(100)
4,907	-	-	-	-	-	-	-	-	-
11,173	6,000	6,000	6,786	5,500	(1,286)	435	500	500	7,000
9,950	(5,000)	10,000	6,271	13,750	7,479	219	1,250	1,250	15,000
2,179	-	61,000	57,125	55,917	(1,209)	2,432	2,432	5,083	61,000
45,607	29,000	87,000	103,284	53,167	(50,117)	-	-	175	2,426
2,407	27	2,527	2,527	2,292	(236)	-	-	208	2,600
1,264	(3,500)	1,500	356	4,583	4,227	-	-	417	100
7,453	180	4,680	4,880	4,125	(755)	200	375	375	5,000
408,959	36,097	511,769	529,198	436,033	(93,166)	32,470	39,639	39,639	572,940
Public Works									
76,204	-	60,000	70,583	55,000	(15,583)	7,730	5,000	5,000	63,750
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
2,362	1,200	1,200	1,814	1,100	(714)	175	100	100	1,500
212,311	252,350	252,350	256,713	231,321	(25,392)	50,707	21,029	21,029	304,242
294,053	360,000	(4,662)	356,604	330,000	(26,604)	1,265	30,000	30,000	365,000
12,291	8,000	(8,000)	7,333	7,333	-	-	667	667	8,000
4,801	5,000	(5,000)	2,588	4,583	1,985	-	417	417	5,000
17,986	8,000	8,000	6,353	7,333	941	-	667	667	8,000
48,716	80,000	80,000	77,215	73,333	(3,882)	-	6,667	6,667	50,000
1,600	-	242	242	-	(242)	-	-	-	500
8,680	(28,506)	33,894	33,894	57,200	23,306	-	5,200	5,200	62,400
-	-	-	-	-	-	-	-	-	-
-	-	-	1,575	-	(1,575)	-	-	-	-
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
379	-	-	-	-	-	-	-	-	-
6,910	4,857	4,857	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
5,263	6,000	6,000	713	5,500	5,500	-	500	500	1,000
-	-	-	-	-	-	-	-	-	-
691,555	(41,069)	801,881	808,344	772,704	(35,639)	59,877	70,246	70,246	864,392

No assurance provided on these financial statements; substantially all disclosures required by GAAP omitted.

	2024 Cal Yr Preliminary	2025 Annual			2025 YTD		Current Month			2026 Budget Adopted Placeholder
		2025 Adopted Budget	Projected Variances Fav(Unfav)	2025 Current Forecast	11 Months Ended	11 Months Ended	11/30/2025 Actual	11/30/2025 Budget	Variance Favorable (Unfavor)	
					11/30/2025 Actual	11/30/2025 Budget				
Capital Improvements - General Expenditures										
Capital Expenses										
Road Projects	-	-	-	-	-	-	-	-	-	
Road Projects:Road Infrastructure Construction	-	-	-	-	-	-	-	-	-	
Road Projects:Road Project Engineering	-	-	-	-	-	-	-	-	-	
Road Projects:Road Project Easements	-	-	-	-	-	-	-	-	-	
Capital Planning:Engineering Capital Planning	-	-	-	-	-	-	-	-	-	
Capital Town Hall:Town Hall Remodel	-	-	-	-	-	-	-	-	-	
Land Acquisition:Land Purchase	-	-	-	-	-	-	-	-	-	
Transfer to Capital/Funding for Engineering/Pro	100,000	-	100,000	100,000	91,667	(8,333)	8,333	8,333	100,000	
Funding for Broadband	100,000	-	100,000	100,000	91,667	(8,333)	8,333	8,333	50,000	
	100,000	200,000	200,000	100,000	91,667	(8,333)	8,333	8,333	150,000	
Payroll Expenses										
Company Contributions	-	-	-	-	-	-	-	-	-	
Company Contributions:Health Insurance	-	-	-	-	-	-	-	-	-	
Company Contributions:Retirement	-	-	-	-	-	-	-	-	-	
Wages	52,891	-	-	-	-	-	-	-	-	
	52,891	-	-	-	-	-	-	-	-	
	2,029,508	157,121	2,483,650	2,328,023	2,040,985	(287,038)	185,544	22,729	2,472,079	
Total Operating Expenditures										
Operating Surplus (deficit)	1,220,146	(53,074)	288,317	274,585	738,497	(463,912)	(28,251)	67,136	(96,387)	
Beginning Fund Balance - General	2,203,875	894,669	3,424,021	3,424,021	2,529,353	894,669	3,726,857	3,200,714	526,144	
Prior Period Adjustment										
Ending Fund Balance - General	3,424,021	3,234,986	841,594	3,712,338	3,698,606	430,757	3,698,606	3,267,850	430,757	
	(35,73)									
Capital Fund										
Revenue and Other Financing Sources										
Contribution from General Fund	100,000	0	100,000	91,667	91,667	(91,667)	8,333	8,333	(8,333)	
Interest Income	179,049	(100,000)		114,420	91,667	22,753	8,428	8,333	94	
Total Revenues	279,049	(100,000)	100,000	114,420	183,333	(68,914)	8,428	16,667	(8,239)	
						0				
Capital and Other projects										
Engineering	76,433	30,000	20,000	18,330	45,833	27,503	-	4,167	4,167	
Road Infrastructure Construction		70,606	529,394	557,257	550,000	(7,257)	27,863	50,000	22,137	
Legal										
Easements		10,000			9,167	9,167		833	833	
Surveys		6,000			5,500	5,500		500	500	
Capital Town Hall:Town Hall Remodel	10,711	-	-	-	-	-	-	-	-	
Land Acquisition										
Land Acquisition	859,408	450,000			412,500	412,500		37,500	37,500	
Legal										
Total Capital and Non-Routine Exp	946,551	1,116,000	566,606	549,394	575,587	1,023,000	27,863	93,000	65,137	
	(667,502.32)	(916,000)	466,606	(449,394)	(461,168)	(839,667)	(19,435)	(76,333)	56,898	
Surplus after other sources / uses										
Fund balance - beginning Capital	3,030,527	2,943,779	(580,755)	2,363,025	2,943,779	(580,755)	1,921,292	2,180,446	(269,154)	
Prior Period Adjustment										
Fund balance - ending Capital	2,363,025	2,027,779	(114,149)	1,913,631	1,901,857	(202,256)	1,901,857	2,104,113	(202,256)	
Actual Per Bank Account	3,180,264			2,514,314						

No assurance provided on these financial statements; substantially all disclosures required by GAAP omitted.

	2024 Cal Yr Preliminary	2025 Annual			2025 YTD		Current Month		2026 Budget Adopted Placeholder
		2025 Adopted Budget	Projected Variances Fav(Unfav)	2025 Current Forecast	11 Months Ended	11 Months Ended	11/30/2025 Actual Budget	11/30/2025 Favorable (Unfavorable)	
					11/30/2025 Actual	11/30/2025 Budget			
Broadband Fund									
Revenue and Other Financing Sources									
Contribution from General Fund Grants	-	100,000	0	100,000	100,000	91,667	8,333	(8,333)	
Interest Income	11,049	5,000	7,000	12,000	11,108	4,583	1,092	417	675
Total Revenues	11,049	105,000	7,000	112,000	111,108	96,250	1,092	8,750	(7,658)
Expenditures									
Engineering Grant		200,000	175,000	25,000	183,333	183,333	-	16,667	32,000
Total Capital and Non-Routine Exp	-	200,000	175,000	25,000	183,333	183,333	-	16,667	32,000
Surplus after other sources / uses	11,048.58	(95,000)	87,000	87,000	111,108	(87,083)	1,092	(7,917)	9,008
Fund balance - beginning Broadband	203,540	307,529	(92,941)	214,588	214,588	307,529	324,604	228,362	301,588
Prior Period Adjustment booked into beginning FB									
Fund balance - ending Broadband	214,588	212,529	(92,941)	301,588	325,696	220,446	325,696	220,446	105,251
Actual Per Bank Account	214,588				325,696				
American Rescue Plan Fund									
Revenue and Other Financing Sources									
Contributions			0						
Grants									
Interest Income	10,000	6,000	0	6,000	5,872	5,500	182	500	(318)
Total Revenues	10,000	6,000	-	6,000	5,872	5,500	182	500	(318)
Expenditures									
Planning Broadband	13,065	179,000	(12,616)	191,616	390	164,083	-	14,917	14,917
Total Capital and Non-Routine Exp	13,065	179,000	(12,616)	191,616	128,391	164,083	-	14,917	14,917
Surplus after other sources / uses	(3,064.37)	(173,000)	(185,616)	(185,616)	(122,519)	(158,583)	182	(14,417)	14,588
Fund balance - beginning Am Rescue Plan	188,680	173,326	12,290	185,616	185,616	173,326	62,916	29,160	33,756
Prior Period Adjustment									(0)
Fund balance - ending Am Rescue Plan	185,616	326	12,290	(0)	63,097	14,743	63,097	14,743	48,354
Actual per Bank Account	185,716				63,587				
Conservation Trust Fund									
Revenue and Other Financing Sources									
Conservation Trust Fund	10,418	8,500	1,500	10,000	7,127	7,792	-	708	(708)
Interest Income	7,863	5,000	0	5,000	6,174	4,583	500	417	83
Total Revenues	18,281.33	13,500	1,500	15,000	13,301	12,375	500	1,125	(625)
Expenditures									
Trail Easements	-	3,000	2,000	5,000	4,757	2,750	-	250	3,000
Trails Legal	-	-	-	-	-	-	-	-	500
Trails Survey	-	5,000	(5,000)	-	-	4,583	-	417	5,000
Signage	-	10,000	10,000	-	-	9,167	-	833	10,000
Town Park	-	2,000	2,000	-	-	1,833	-	167	2,000
Total	-	20,000	9,000	5,000	4,757	18,333	-	1,667	20,500
Surplus after other sources / uses	18,281	(6,500)	10,500	10,000	8,545	(5,958)	500	(542)	1,042
Fund balance - beginning Cons Trust Fund	143,337	131,020	30,599	161,619	161,619	131,020	169,663	125,603	165,034
Fund balance - ending Cons Trust Fund	161,619	124,520	41,099	171,619	170,163	125,062	170,163	125,062	45,102

No assurance provided on these financial statements; substantially all disclosures required by GAAP omitted.

A/P Aging Summary Report

Town of Blue River
As of November 30, 2025

Vendor	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	Total
All Copy Products Inc*	1,765.82					1,765.82
All Copy-Verticomm	167.70					167.70
Charles Abbott Associates	7,730.29					7,730.29
Columbine Hills Construction, Inc	27,862.86					27,862.86
Column Software PBC	17.13					17.13
Force Business Intelligence	1,124.38					1,124.38
Galls, LLC	522.24					522.24
Marchetti & Weaver, LLC	3,766.20	7,115.10		6,164.70		17,046.00
Ridgeline Mechanical LLC	491.21					491.21
Steven G Rabe	4,968.87					4,968.87
The Town of Breckenridge		3,322.66				3,322.66
Town of Blue River					0.00	0.00
TOTAL	48,416.70	10,437.76		6,164.70	0.00	\$65,019.16

TOWN OF BLUE RIVER, COLORADO

NON-CONFIDENTIAL & PUBLIC MEMORANDUM

TO: Mayor & Board of Trustees
THROUGH: Steve Rabe, Interim Town Manager
FROM: Bob Widner, Town Attorney
DATE: December 10, 2025 for December 16, 2025, Board Regular Meeting

SUBJECT: Comcast Franchise Renewal Agreement

The Board of Trustees is asked to review and approve a 10-year renewal of the Town's Cable Franchise Agreement with Comcast. The former franchise agreement expired last year, and consistent with franchise practices, the current agreement continued on a month-to-month basis pending the negotiation and preparation of this new renewal agreement.

The attached renewal agreement is a *significant change and improvement* over the Town's former cable franchise with Comcast. The former agreement was a simple 3-4 page agreement that generally provided Comcast the right to use the Town's streets and roads to provide cable services to the Town's residents. The former agreement did not incorporate the common franchise practices followed by most municipalities and did not require Comcast to provide reporting or updates to the Town on cable services, notice of complaints and resolutions. In discussion with the former Blue River Town Manager, the basic nature of the former agreement reflected the Town's lack of staffing to monitor cable services within the Town.

The new agreement is based almost entirely on standard cable franchise agreements used by smaller municipalities throughout Colorado. More specifically, the new agreement is very similar to the new franchise agreement between the Town of Keystone and Comcast. The fact that Comcast accepted all terms and conditions requested by the Town and added an additional request to use a 10-year term (as opposed to the former 5-year term), evidence Comcast's desire to create a more comprehensive service program and Comcast's willingness to work with the Town in providing a successful cable service system.

Admittedly, the new renewal agreement includes far more benefits and protections for the Town than the former agreement. Not all these benefits and protections will be implemented or be needed today. But over time, the new renewal agreement can provide Blue River with terms and conditions to benefit our residents and expand and improve the delivery of services in the future. By way of one example, the new agreement requires Comcast to reserve channels and to work with the Town in creating a "Public, Education, and Government" cable channel (PEG) to enable the Town to connect with residents over the cable system. The Board may be aware of PEG channels available in other Summit County municipalities, such as the Town of Silverthorne.

Town of Blue River, Colorado
Non-Confidential & Public Memorandum
RE: Comcast Cable Franchise Renewal Agreement
December 10, 2025
Page 2

Today, the Town of Blue River is not equipped to staff a PEG cable channel and to produce the needed content and messaging (which can include televising Board of Trustee meetings), but this option should not be discarded in the new renewal agreement and should be made available, if we need.

As to the Comcast-requested 10-year term for the renewal agreement, this term is reasonable and not uncommon. Consistent cable services are expected by residents and using a shorter term requires that the Town monitor the agreement term more frequently and return to the Board of Trustees for a new renewal. Because there are not often significant changes in cable services, renewal agreements are often identical to the former agreement. There is always the potential that the federal cable laws will change, but such changes are usually mandates and the changes become requirements by law.

Please contact me with any questions you may have prior to the December 16, 2025, Board of Trustee's meeting.

TOWN OF BLUE RIVER, COLORADO

ORDINANCE NO. 2025-10

**AN ORDINANCE APPROVING THE RENEWAL OF A NON-EXCLUSIVE
CABLE TELEVISION FRANCHISE AND FRANCHISE AGREEMENT
BETWEEN THE TOWN OF BLUE RIVER, COLORADO, AND COMCAST OF
COLORADO XI, LLC, TO PROVIDE CABLE TELEVISION SERVICES
WITHIN THE TOWN AND TO MAKE REASONABLE AND LAWFUL USE OF
THE TOWN'S PUBLIC RIGHTS-OF WAY AND PUBLIC ROAD EASEMENTS
FOR SUCH PURPOSES**

WHEREAS, the Town of Blue River, Colorado ("Town") is a statutory town, duly organized and existing under the laws of the state of Colorado; and

WHEREAS, pursuant to C.R.S. § 31-15-702, the Town is authorized to regulate streets and alleys and other public grounds within the Town of Blue River; and

WHEREAS, pursuant to C.R.S. § 31-15-101(c), the Town Board of Trustees may enter into contracts on behalf of the Town of Blue River; and

WHEREAS, Comcast of Colorado XI, LLC, the "Grantee," presently provides cable television service within the Town of Blue River pursuant to an existing cable franchise agreement and now seeks to renew such franchise and agreement within the Town; and

WHEREAS, the Grantee has negotiated with the Town in preparing a Franchise Agreement acceptable to and tendered by the Grantee as an application for renewal of the existing Franchise and Franchise Agreement; and

WHEREAS, copies of Ordinance No. 2025-10 and the Franchise Agreement were made available for public inspection on request at the Town Hall and also on the Town's website: <https://townofblueriver.colorado.gov>; and

WHEREAS, the Board of Trustees held a public hearing during the Board's monthly regular meeting at 5:00 p.m., December 16, 2025, which meeting and public hearing for Ordinance No. 2025-10 was preceded by notice published in the Summit County Journal newspaper and posted on the Town's website, (<https://townofblueriver.colorado.gov>), persons attending the meeting in person were provided an opportunity to be heard, and the Town also accepted written comments submitted prior to 1:00 pm, December 15, 2025; and

WHEREAS, the Board of Trustees finds and determines that it is in the best interest of the citizens of Blue River to enter into a renewal of the franchise agreement with the Grantee for cable television services to ensure the continuation of cable services provided to residents pursuant to the Grantee's franchise with the Town and to ensure that the Town is lawfully compensated by the Grantee for the continued use of its rights-of-ways.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF BLUE RIVER, COLORADO:

Section 1. The foregoing recitals are hereby affirmed and incorporated herein by this reference as findings of the Board of Trustees.

Section 2. Approval of Franchise Agreement. The Franchise Agreement in the form attached hereto (Attachment A) between Comcast of Colorado XI, Inc. and the Town of Blue River is approved subject to revisions made by the Interim Town Manager following consultation with the Town Attorney and the Mayor which revisions do not substantially change the obligations of the Town or are desired to improve the grammar, clarity, or understanding of the terms or conditions.

Section 3. Severability. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, the intention being that the various sections and provisions are severable.

Section 4. Repeal. Provided that the Grantee fully and properly executes the attached Franchise Agreement, all previously approved franchise agreements between the Town and the Grantee (or the Grantee's predecessor(s) for the same purpose) are hereby repealed. Moreover, any and all ordinances or codes or parts thereof in conflict or inconsistent with this Ordinance are, to the extent of such conflict or inconsistency, hereby repealed, provided that the repeal of any such ordinance or code or part thereof shall not revive any other section or part of any ordinance or code provision that was previously repealed or superseded,

Section 5. Effective Date. This Ordinance shall take effect and be enforced thirty (30) days after publication by title only.

PUBLIC HEARING HELD, ORDINANCE READ, AMENDED, PASSED, ADOPTED, MADE EFFECTIVE, AND ORDERED PUBLISHED BY TITLE ONLY at a regular meeting of the Board of Trustees of the Town of Blue River, Colorado, held on the 16th day of December, 2025.

Nick Decicco, Mayor

ATTEST: _____
Deputy Town Clerk

Published by title only in the Summit County Journal on _____, 2025.

**COMCAST OF COLORADO IX, LLC, AND
THE TOWN OF BLUE RIVER, COLORADO**

CABLE FRANCHISE AGREEMENT

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**COMCAST OF COLORADO IX, LLC, AND
TOWN OF BLUE RIVER, COLORADO**

CABLE FRANCHISE AGREEMENT

SECTION 1. DEFINITIONS AND EXHIBITS

(A) DEFINITIONS

For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

1.1 "Activated" means the status of any capacity or part of the Cable System in which any Cable Service requiring the use of that capacity or part is available without further installation of system equipment, whether hardware or software.

1.2 "Affiliate," when used in connection with Grantee, means any Person who owns or controls, is owned or controlled by, or is under common ownership or control with, Grantee.

1.3 "Applicable Law" means any statute, ordinance, judicial decision, executive order or regulation having the force and effect of law, that determines the legal standing of a case or issue.

1.4 "Bad Debt" means amounts lawfully billed to a Subscriber and owed by the Subscriber for Cable Service and accrued as revenues on the books of Grantee, but not collected after reasonable efforts have been made by Grantee to collect the charges.

1.5 "Basic Service" is the level of programming service which includes, at a minimum, all Broadcast Channels and any additional Programming added by the Grantee and is made available to all Cable Services Subscribers in the Franchise Area.

1.6 "Broadcast Channel" means local commercial television stations, qualified low power stations and qualified local noncommercial educational television stations, as referenced under 47 USC § 534 and 535.

1.7 "Broadcast Signal" means a television or radio signal transmitted over the air to a wide geographic audience, and received by a Cable System by antenna, microwave, satellite dishes or any other means.

1.8 "Cable Act" means Title VI of the Communications Act of 1934, as amended.

1.9 "Cable Operator" means any Person or groups of Persons, including Grantee, who provide(s) Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System or who otherwise control(s) or is (are) responsible for,

through any arrangement, the management and operation of such a Cable System.

1.10 "Cable Service" means the one-way transmission to Subscribers of video programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.11 "Cable System" means any facility, including Grantee's, consisting of a set of closed transmissions paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any Right-of-Way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. 201 et seq.), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) (47 U.S.C. 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with federal statutes; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

1.12 "Channel" means a portion of the electromagnetic frequency spectrum which is used in the Cable System and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).

1.13 "Commercial Subscribers" means any Subscribers other than Residential Subscribers.

1.14 "Digital Starter Service" means the Tier of optional video programming services, which is the level of Cable Service received by most Subscribers above Basic Service and does not include Premium Services.

1.15 "Downstream" means carrying a transmission from the Headend to remote points on the Cable System or to Interconnection points on the Cable System.

1.16 "Dwelling Unit" means any building, or portion thereof, that has independent living facilities, including provisions for cooking, sanitation and sleeping, and that is designed for residential occupancy. Buildings with more than one set of facilities for cooking shall be considered Multiple Dwelling Units unless the additional facilities are clearly accessory.

1.17 "Effective Date" means the date on which all persons necessary to sign this Agreement in order for it to be binding on both parties have executed this Agreement as indicated on the signature page(s), unless a specific date is otherwise provided in the "Term" section herein.

1.18 "FCC" means the Federal Communications Commission.

1.19 "Fiber Optic" means a transmission medium of optical fiber cable, along with all associated electronics and equipment, capable of carrying Cable Service by means of electric lightwave impulses.

1.20 "Franchise" means the document in which this definition appears, *i.e.*, the contractual agreement, executed between the Town and Grantee, containing the specific provisions of the authorization granted, including references, specifications, requirements, and other related matters.

1.21 "Franchise Area" means the area within the jurisdictional boundaries of the Town, including any areas annexed by the Town during the term of this Franchise.

1.22 "Franchise Fee" means that fee payable to the Town described in subsection 3.1.

1.23 "Grantee" means Comcast of Colorado IX, LLC, or its lawful successor, transferee or assignee.

1.24 "Grantor" or "Town" or "Town of Blue River" is the Town of Blue River, Colorado, a body politic and corporate under the laws of the State of Colorado.

1.25 "Gross Revenues" means and shall be construed broadly to include all revenues derived directly or indirectly by Grantee and/or an Affiliated Entity that is the cable operator of the Cable System, from the operation of Grantee's Cable System to provide Cable Services within the Town. Gross revenues include, by way of illustration and not limitation:

- monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event and video-on-demand Cable Services);
- installation, reconnection, downgrade, upgrade or similar charges associated with changes in subscriber Cable Service levels;
- fees paid to Grantee for channels designated for commercial/leased access use and shall be allocated on a pro rata basis using total Cable Service subscribers within the Town;
- converter, remote control, and other Cable Service equipment rentals, leases, or sales;
- Advertising Revenues as defined herein;
- late fees, convenience fees and administrative fees which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total subscriber revenues within the Town;
- revenues from program guides;
- FCC Regulatory Fees; and,
- commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a pro rata basis using total Cable Service subscribers within the Town.

(A) "Advertising Revenues" shall mean revenues derived from sales of advertising that are made available to Grantee's Cable System subscribers within the Town and shall be allocated on a pro rata basis using total Cable Service subscribers reached by the advertising. Additionally, Grantee agrees that Gross Revenues subject to franchise fees shall include all commissions, rep fees, Affiliated Entity fees, or rebates paid to National Cable Communications ("NCC") and Comcast Spotlight ("Spotlight") or their successors associated with sales of advertising on the Cable System within the Town allocated according to this paragraph using total Cable Service subscribers reached by the advertising.

(B) "Gross Revenues" shall not include:

- actual bad debt write-offs, except any portion which is subsequently collected which shall be allocated on a *pro rata* basis using Cable Services revenue as a percentage of total subscriber revenues within the Town;
- any taxes and/or fees on services furnished by Grantee imposed by any municipality, state or other governmental unit, provided that Franchise Fees and the FCC regulatory fee shall not be regarded as such a tax or fee;
- fees imposed by any municipality, state or other governmental unit on Grantee including without limitation to Public, Educational and Governmental (PEG) Fees;
- launch fees and marketing co-op fees;
- Franchise Fees; and,
- unaffiliated third-party advertising sales agency fees which are reflected as a deduction from revenues.

(C) To the extent revenues are received by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a *pro rata* basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, state or local law, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee derives revenues in the Town. The Town reserves its right to review and to challenge Grantee's calculations.

(D) Grantee reserves the right to change the allocation methodologies set forth in this Section 1.25 in order to meet the standards required by governing accounting principles as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Grantee shall explain and document the required changes to the Town within three (3) months of making such changes, and as part of any audit or review of franchise fee payments, and any such changes shall be subject to 1.27(E) below.

(E) Resolution of any disputes over the classification of revenue should first be

attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that reference shall be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Notwithstanding the forgoing, the Town reserves its right to challenge Grantee's calculation of Gross Revenues, including the interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.

1.26 "Headend" means any facility for signal reception and dissemination on a Cable System, including cables, antennas, wires, satellite dishes, monitors, switchers, modulators, processors for Broadcast Signals, equipment for the Interconnection of the Cable System with adjacent Cable Systems and Interconnection of any networks which are part of the Cable System, and all other related equipment and facilities.

1.27 "Leased Access Channel" means any Channel or portion of a Channel commercially available for video programming by Persons other than Grantee, for a fee or charge.

1.28 "Manager" means the Town Manager of the Town or another administrative position of the Town designated by the Town Board.

1.29 "Person" means any individual, sole proprietorship, partnership, association, or corporation, or any other form of entity or organization.

1.30 "Premium Service" means programming choices (such as movie Channels, pay-per-view programs, or video on demand) offered to Subscribers on a per-Channel, per-program or per-event basis.

1.31 "Residential Subscriber" means any Person who receives Cable Service delivered to Dwelling Units or Multiple Dwelling Units, excluding such Multiple Dwelling Units billed on a bulk-billing basis.

1.32 "Right-of-Way" means each of the following which have been dedicated to the public or are hereafter dedicated to the public, or are held by the Town due to a prescriptive easement, and maintained under public authority or by others and located within the Town: streets, roadways, highways, avenues, lanes, alleys, bridges, sidewalks, easements, right-of-way and similar public property and areas. Parks, trails, and open space are not considered Right-of-Way.

1.33 "State" means the State of Colorado.

1.34 "Subscriber" means any Person who or which elects to subscribe to, for any purpose, Cable Service provided by Grantee by means of or in connection with the Cable System and whose premises are physically wired and lawfully Activated to receive Cable Service from Grantee's Cable System, and who is in compliance with Grantee's regular and nondiscriminatory terms and conditions for receipt of service.

1.35 "Subscriber Network" means that portion of the Cable System used primarily by Grantee in the transmission of Cable Services to Residential Subscribers.

1.37 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received (as provided in 47 U.S.C. Section 153(43)).

1.38 "Telecommunications Service" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used (as provided in 47 U.S.C. Section 153(46)).

1.39 "Tier" means a group of Channels for which a single periodic subscription fee is charged.

1.40 "Town Board" means the Blue River Board of Trustees, or its successor, the governing body of the Town of Blue River, Colorado.

1.41 "Town Staff" means Town employees and contractors overseen by the Town Manager or the Town's chief administrative officer. For purposes of this Agreement, the Town Attorney is included in the phrase "Town Staff."

1.42 "Two-Way" means that the Cable System is capable of providing both Upstream and Downstream transmissions.

1.43 "Upstream" means carrying a transmission to the Headend from remote points on the Cable System or from Interconnection points on the Cable System.

(B) EXHIBITS

The following documents, which are occasionally referred to in this Franchise, are formally incorporated and made a part of this Franchise by this reference:

- 1) *Exhibit A*, Customer Service Standards.
- 2) *Exhibit B*, Report Form.

SECTION 2. GRANT OF FRANCHISE

2.1 Grant

(A) The Town hereby grants to Grantee a nonexclusive and revocable authorization to make reasonable and lawful use of the Right-of-Way within the Town to construct, operate, maintain, reconstruct and rebuild a Cable System for the purpose of providing Cable Service subject to the terms and conditions set forth in this Franchise and in any prior utility or use agreements entered into by Grantee with regard to any individual property. This Franchise shall constitute both a right and an obligation to provide the Cable Services required by, and to fulfill the obligations set forth in, the provisions of this Franchise.

(B) Nothing in this Franchise shall be deemed to waive (i) the lawful requirements of any generally applicable Town ordinance existing as of the Effective Date, as defined in subsection 1.17 or (ii) the right of the Grantee to offer such other services as may be permitted by and in accordance with Applicable Law.

(C) Each and every term, provision or condition herein is subject to the provisions of State law, federal law, and the ordinances, resolutions, and regulations of the Town. The ordinances, resolutions, and regulations of the Town, as the same may be amended from time to time, are hereby expressly incorporated into this Franchise as if fully set out herein by this reference. In the event that the Town reorganizes as a home rule municipality, the Home Rule Charter of the Town, as the same may be amended from time to time, is also expressly incorporated into this Franchise as if fully set out herein by this reference. Notwithstanding the foregoing, the Town may not unilaterally alter the material rights and obligations of Grantee under this Franchise.

(D) This Franchise shall not be interpreted to prevent the Town from imposing additional lawful conditions for use of the Right-of-Way.

(E) Grantee promises and guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of the Grantee directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the obligations of this Franchise.

(F) No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

(1) Any other permit or authorization required for the privilege of transacting and carrying on a business within the Town that may be required by the Town's ordinances and laws;

(2) Any permit, agreement, or authorization required by the Town for Right-of-Way users in connection with operations on or in Right-of-Way or public property including, by way of example and not limitation, street cut permits; or

(3) Any permits or agreements for occupying any other property of the Town or private entities to which access is not specifically granted by this Franchise including,

without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

(G) This Franchise is intended to convey limited rights and interests only as to those Right-of-Way in which the Town has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide the Grantee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

(H) This Franchise does not authorize Grantee to provide Telecommunications Service, or to construct, operate or maintain Telecommunications facilities. This Franchise is not a bar to the provision of non-Cable Services, or to the imposition of any lawful conditions on Grantee with respect to Telecommunications, whether similar, different or the same as the conditions specified herein. This Franchise does not relieve Grantee of any obligation it may have to obtain from the Town an authorization to provide Telecommunications Services, or to construct, operate or maintain Telecommunications facilities, or relieve Grantee of its obligation to comply with any such authorizations that may be lawfully required.

(I) In addition to the rights and limitations granted above with respect to cable system facilities in the Rights of Way, the Town may, in its sole and exclusive discretion, permit Grantee, upon request, to construct, operate, maintain, reconstruct, and rebuild Cable System Facilities within any Town-owned or controlled park, parkland, or open space property, upon such terms and conditions approved by the Town.

2.2 Use of Rights-of-Way

(A) Subject to the Town's supervision and control, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Right-of-Way within the Town such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Cable System within the Town. Grantee, through this Franchise, is granted extensive and valuable rights to operate its Cable System for profit using the Town's Right-of-Way in compliance with all applicable Town construction codes and procedures. As trustee for the public, the Town is entitled to fair compensation as provided for in Section 3 of this Franchise to be paid for these valuable rights throughout the term of the Franchise.

(B) Grantee must follow Town established nondiscriminatory requirements for placement of Cable System facilities in Rights-of-Way, including the specific location of facilities in the Right-of-Way, and must in any event install Cable System facilities in a manner that minimizes interference with the use of the Rights-of-Way by others, including others that may be installing communications facilities. Within limits reasonably related to the Town's role in protecting public health, safety and welfare, the Town may require that Cable System facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to a particular Right-of-Way; may deny access if Grantee is not willing to comply with Town's requirements; and may remove, or require removal of, any facility that is not installed by Grantee in compliance with the requirements established by the Town, or which is installed without prior Town approval of the time, place or manner of installation, and charge Grantee for all the costs

associated with removal; and may require Grantee to cooperate with others to minimize adverse impacts on the Rights-of-Way through joint trenching and other arrangements.

2.3 Effective Date and Term of Franchise

The term of the Franchise granted hereunder shall be **ten (10) years**, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and the Cable Act, or is extended by mutual agreement of the Town and Grantee.

2.4 Franchise Nonexclusive

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements, or licenses granted by the Town to any Person to use any property, Right-of-Way, right, interest or license for any purpose whatsoever, including the right of the Town to use same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. The Town may at any time grant authorization to use the Right-of-Way for any purpose not incompatible with Grantee's authority under this Franchise and for such additional franchises for Cable Systems as the Grantor deems appropriate.

2.5 Police Powers

Grantee's rights hereunder are subject to the police powers of the Town to adopt and enforce ordinances necessary to the safety, health, and welfare of the public, and Grantee agrees to comply with all laws and ordinances of general applicability enacted, or hereafter enacted, by the Town or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The Town shall have the right to adopt, from time to time, such ordinances as may be deemed necessary in the exercise of its police power; provided that such hereinafter enacted ordinances shall be reasonable and not materially modify the terms of this Franchise. Any conflict between the provisions of this Franchise and any other present or future lawful exercise of the Town's police powers shall be resolved in favor of the latter.

2.6 Competitive Equity

(A) The Grantee acknowledges and agrees that the Town has granted in the past, and reserves the right to grant in the future, one (1) or more additional franchises or other similar lawful authorization to provide Cable Services within the Franchising Area; provided, the Town agrees that, within ninety (90) days of the Grantee's request, it shall amend this Franchise to include any material terms, conditions, and obligations that it makes available to or imposes on any new entrant, or provide relief from existing material terms or conditions, so as to enhance the likelihood that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include but are not limited to: franchise fees; insurance; System build-out requirements; security instruments; Public, Education and Government Access Channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are materially equivalent. Video Programming services delivered over wireless broadband networks are specifically exempted from the requirements of this Section.

Nothing in this section 2.6(A) shall allow the Grantee to seek amendment of this Franchise based on (a) any term of any existing Franchise granted by the Grantor to a third party or (b) the absence of any term or terms from an existing Franchise granted by the Grantor to a third party.

(B) The modification process of this Franchise as provided for in Section 2.6 (A) shall only be initiated by written notice by the Grantee to the Grantor regarding specified franchise obligations. Grantee's notice shall address the following: (1) identifying the specific terms or conditions in the competitive cable services franchise which are materially different from Grantee's obligations under this Franchise; (2) identifying the Franchise terms and conditions for which Grantee is seeking amendments; (3) providing text for any proposed Franchise amendments to the Town, with a written explanation of why the proposed amendments are necessary and consistent.

(C) Upon receipt of Grantee's written notice as provided in Section 2.6 (B), the Town and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications, and that such negotiation will proceed and conclude within a ninety (90) daytime period, unless that time period is reduced or extended by mutual agreement of the parties. If the Town and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the Town shall amend this Franchise to include the modifications.

(D) In the alternative to Franchise modification negotiations as provided for in Section 2.6 (C), or if the Town and Grantee fail to reach agreement in such negotiations, Grantee may, at its option, elect to replace this Franchise by opting into the franchise or other similar lawful authorization that the Town grants to another provider of Cable Services, with the understanding that Grantee will use its current system design and technology infrastructure to meet any requirements of the new franchise so as to insure that the regulatory and financial burdens on each entity are equivalent. If Grantee so elects, the Town shall immediately commence proceedings to replace this Franchise with the franchise issued to the other Cable Services provider.

(E) Notwithstanding anything contained in this Section 2.6(A) through (D) to the contrary, the Town shall not be obligated to amend or replace this Franchise unless the new entrant makes Cable Services available for purchase by Subscribers or customers under its franchise agreement with the Town.

(F) Notwithstanding any provision to the contrary, at any time that a wireline facilities-based entity, legally authorized by state or federal law, makes available for purchase by Subscribers or customers, Cable Services or multiple Channels of video programming within the Franchise Area without a franchise or other similar lawful authorization granted by the Town, then:

(1) Grantee may negotiate with the Town to seek Franchise modifications as per Section 2.6(C) above; or

(a) the term of Grantee's Franchise shall, upon ninety (90) days written notice from Grantee, be shortened so that the Franchise shall be deemed to expire on a date eighteen (18) months from the first day of the month following the date of Grantee's notice; or,

(b) Grantee may assert, at Grantee's option, that this Franchise is

rendered "commercially impracticable," and invoke the modification procedures set forth in Section 625 of the Cable Act.

2.7 Familiarity with Franchise

The Grantee acknowledges and warrants by acceptance of the rights, privileges and agreements granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all lawful and reasonable risks of the meaning of the provisions, terms, and conditions herein. The Grantee further acknowledges and states that it has fully studied and considered the requirements and provisions of this Franchise and finds that the same are commercially practicable at this time, and consistent with all local, State and federal laws and regulations currently in effect, including the Cable Act.

2.8 Effect of Acceptance

By accepting the Franchise, the Grantee: (1) acknowledges and accepts the Grantor's legal right to issue and enforce the Franchise; (2) accepts and agrees to comply with each and every provision of this Franchise subject to Applicable Law; and (3) agrees that the Franchise was granted pursuant to processes and procedures consistent with Applicable Law, and that it will not raise any claim to the contrary.

SECTION 3. FRANCHISE FEE PAYMENT AND FINANCIAL CONTROLS

3.1 Franchise Fee

As compensation for the benefits and privileges granted under this Franchise and in consideration of permission to use the Town's Rights-of-Way, Grantee shall pay as a Franchise Fee to the Town, throughout the duration of and consistent with this Franchise, an amount equal to five percent (5%) of Grantee's Gross Revenues.

Notwithstanding the foregoing, the Grantee's obligation to pay the Franchise Fee authorized by this section shall not commence until the Town provides written notice to the Grantee that the Town Board directed by ordinance or resolution that the Franchise Fee, or a portion of the authorized five percent (5%) Franchise Fee, be paid by the Grantee. Such notice shall state the amount of the Franchise Fee to be paid by total percentage of Grantee's Gross Revenue (not to exceed 5%) and shall state a date on which the Grantee shall commence collection which date is: (i) the first day of a calendar quarter (i.e., January 1, April 1, July 1, or October 1); and (ii) not earlier than sixty (60) days from the date of the Town's notice. If the Town Board directs that a percentage less than the authorized five percent (5%) Franchise Fee be paid by the Grantee, then the Town Board may, at a later date and in accordance with this paragraph, direct that an additional percentage of Franchise Fee be paid by the Grantee. In no event shall the Town Board direct that the total Franchise Fee to be paid by the Grantee exceed five percent (5%) of Gross Revenues unless a higher percentage of Franchise Fee is authorized as permitted by section 3.10, *Maximum Legal Compensation*.

3.2 Payments

Grantee's Franchise Fee payments to the Town shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than forty-five (45) days after said dates.

3.3 Acceptance of Payment and Recomputation

No acceptance of any payment shall be construed as an accord by the Town that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the Town may have for further or additional sums payable or for the performance of any other obligation of Grantee.

3.4 Quarterly Franchise Fee Reports

Each payment shall be accompanied by a written report to the Town, or concurrently sent under separate cover, verified by an authorized representative of Grantee, containing an accurate statement in summarized form, as well as in detail, of Grantee's Gross Revenues and the computation of the payment amount. Such reports shall detail all Gross Revenues of the Cable System.

3.5 Annual Franchise Fee Reports

Grantee shall, within sixty (60) days after the end of each year, furnish to the Grantor a statement stating the total amount of Gross Revenues for the year and all payments, deductions and computations for the period.

3.6 Audits

On an annual basis, upon thirty (30) days prior written notice to the Grantee, the Town, including the Town's Auditor or the Auditor's authorized representative, shall have the right to conduct an independent audit/review of Grantee's records reasonably related to the administration or enforcement of this Franchise. Pursuant to subsection 1.25, as part of the Franchise Fee audit/review the Town shall specifically have the right to review relevant data related to the allocation of revenue to Cable Services in the event Grantee offers Cable Services bundled with non-Cable Services. For purposes of this section, "relevant data" shall include, at a minimum, Grantee's records, produced and maintained in the ordinary course of business, showing the subscriber counts per package and the revenue allocation per package for each package that was available for Town subscribers during the audit period. To the extent that the Town does not believe that the relevant data supplied is sufficient for the Town to complete its audit/review, the Town may require other relevant data. For purposes of this Section 3.6, the "other relevant data" shall generally mean all: (1) billing reports, (2) financial reports (such as General Ledgers) and (3) sample customer bills used by Grantee to determine Gross Revenues for the Franchise Area that would allow the Town to recompute the Gross Revenue determination. If the audit/review shows that Franchise Fee payments have been underpaid by five percent (5%) or more (or such other contract underpayment threshold as set forth in a generally applicable and enforceable regulation or policy of the Town related to audits), Grantee shall pay the total cost of the audit/review, such cost not to exceed five thousand dollars (\$5,000) for each year of the audit period. The Town's

right to audit/review and the Grantee's obligation to retain records related to this subsection shall expire three (3) years after each Franchise Fee payment has been made to the Town.

3.7 Late Payments

In the event any payment due quarterly is not received within forty-five (45) days from the end of the calendar quarter, Grantee shall pay interest on the amount due (at the prime rate as listed in the Wall Street Journal on the date the payment was due), compounded daily, calculated from the date the payment was originally due until the date the Town receives the payment.

3.8 Underpayments

If a net Franchise Fee underpayment is discovered as the result of an audit, Grantee shall pay interest at the rate of the eight percent (8%) per annum, compounded quarterly, calculated from the date each portion of the underpayment was originally due until the date Grantee remits the underpayment to the Town.

3.9 Alternative Compensation

In the event the obligation of Grantee to compensate the Town through Franchise Fee payments is lawfully suspended or eliminated, in whole or part, then Grantee shall comply with any other Applicable Law related to the right to occupy the Grantor's Rights-of-Way and compensation therefor.

3.10 Maximum Legal Compensation

The parties acknowledge that, at present, applicable federal law limits the Town to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that at any time during the duration of this Franchise, the Town is authorized to collect an amount in excess of five percent (5%) of Gross Revenues, then this Franchise may be amended unilaterally by the Town through the same process that the Franchise was adopted to provide that such excess amount shall be added to the Franchise Fee payments to be paid by Grantee to the Grantor hereunder, provided that Grantee has received at least ninety (90) days prior written notice from the Town of such amendment, so long as all cable operators in the Town who are subject to a Town-granted franchise are paying the same Franchise Fee amount.

3.11 Additional Commitments Not Franchise Fee Payments

(A) Any charges incidental to the awarding or enforcing of this Franchise (including, without limitation, payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damage) and Grantee's costs of compliance with Franchise obligations (including, without limitation, compliance with customer service standards and build out obligations) shall not be offset against Franchise Fees. Furthermore, the Town and Grantee agree that any local tax of general applicability shall be in addition to any Franchise Fees required herein, and there shall be no offset against Franchise Fees. Notwithstanding the foregoing, Grantee reserves all rights to offset cash or non-cash consideration or obligations from Franchise Fees, consistent with Applicable Law. The Town likewise reserves all rights it has under Applicable Law. Should Grantee elect to offset the items set forth herein, or other Franchise commitments

such as complimentary Cable Service, against Franchise Fees in accordance with Applicable Law, including any Orders resulting from the FCC's 621 proceeding, MB Docket No. 05-311, Grantee shall provide the Town with advance written notice. Such notice shall document the proposed offset or service charges so that the Town can make an informed decision as to its course of action. Upon receipt of such notice, the Town shall have up to one hundred twenty (120) days to either (1) maintain the commitment with the understanding that the value shall be offset from Franchise Fees; (2) relieve Grantee from the commitment obligation under the Franchise; or (3) pay for the services rendered pursuant to the commitment in accordance with Grantee's regular and nondiscriminatory term and conditions.

(B) Grantee's notice pursuant to Section 3.11(A) shall, at a minimum, address the following: (1) identify the specific cash or non-cash consideration or obligations that must be offset from Grantee's Franchise Fee obligations; (2) identify the Franchise terms and conditions for which Grantee is seeking amendments; (3) provide text for any proposed Franchise amendments to the Town, with a written explanation of why the proposed amendments are necessary and consistent with Applicable Law; (4) provide all information and documentation reasonably necessary to address how and why specific offsets are to be calculated and (5) if applicable, provide all information and documentation reasonably necessary to document how Franchise Fee offsets may be passed through to Subscribers in accordance with 47 U.S.C. 542(e). Nothing in this Section 3.11(B) shall be construed to extend the one hundred twenty (120) day time period for the Town to make its election under Section 3.11(A); provided however, that any disagreements or disputes over whether sufficient information has been provided pursuant to this Paragraph (B) may be addressed under Sections 13.1 or 13.2 of this Franchise.

(C) Upon receipt of Grantee's written notice as provided in Section 3.11 (B), the Town and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications and agree to what offsets, if any, are to be made to the Franchise Fee obligations. Such negotiation will proceed and conclude within a one hundred twenty (120) day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the Town and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the Town shall amend this Franchise to include those modifications.

(D) If the parties are unable to reach agreement on any Franchise Fee offset issue within one hundred twenty (120) days or such other time as the parties may mutually agree, each party reserves all rights it may have under Applicable Law to address such offset issues.

(E) The Town acknowledges that Grantee may currently provide outlets of Basic Service and Digital Starter Service and associated equipment to certain Town owned and occupied or leased and occupied buildings, schools, fire stations and public libraries located in areas where Grantee provides Cable Service. For purposes of this Franchise, "school" means all State-accredited K-12 public and private schools. Outlets of Basic and Digital Starter Service provided in accordance with this subsection may be used to distribute Cable Services throughout such buildings, provided such distribution can be accomplished without causing Cable System disruption and general technical standards are maintained. Grantee's commitment to provide this service is voluntary, and may be terminated by Grantee, at its sole discretion.

(1) Grantee's termination of complimentary services provided shall be pursuant to the

provisions of Section 3.11(A)-(E) above. Town may make a separate election for each account or line of service identified in the notice (for example, Town may choose to accept certain services or accounts as offsets to Franchise Fees, and discontinue other services or accounts), so long as all elections are made within one hundred twenty (120) days. Grantee shall also provide written notice to each entity that is currently receiving complimentary services with copies of those notice(s) sent to the Town.

(2) Notwithstanding the foregoing, Grantee reserves all rights to offset cash or non-cash consideration or obligations from Franchise Fees, consistent with Applicable Law. The Town likewise reserves all rights it has under Applicable Law.

(F) The parties understand and agree that offsets may be required and agreed to as a result of the FCC's Order in what is commonly known as the 621 Proceeding, MB Docket No. 05-311. Should there be a change in Applicable Law as a result of the 621 Proceeding, which would permit any cash or non-cash consideration or obligations to be required by this Franchise without being offset from Franchise Fees, or would change the scope of the Town's regulatory authority over the use of the rights-of-way by the Grantee, the parties shall, within one hundred twenty (120) days of written notice from the Town, amend this Franchise to reinstate such consideration or obligations without offset from Franchise Fees, and to address the full scope of the Town's regulatory authority.

3.12 Tax Liability

The Franchise Fees shall be in addition to any and all taxes or other levies or assessments which are now or hereafter required to be paid by businesses in general by any law of the Town, the State or the United States including, without limitation, sales, use and other taxes, business license fees or other payments. Payment of the Franchise Fees under this Franchise shall not exempt Grantee from the payment of any other license fee, permit fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by the Town. Any other license fees, taxes or charges shall be of general applicability in nature and shall not be levied against Grantee solely because of its status as a Cable Operator, or against Subscribers, solely because of their status as such.

3.13 Financial Records

Grantee agrees to meet with a representative of the Town upon request to review Grantee's methodology of record-keeping, financial reporting, the computing of Franchise Fee obligations and other procedures, the understanding of which the Town deems necessary for reviewing reports and records.

3.14 Payment on Termination

If this Franchise terminates for any reason, the Grantee shall file with the Town within ninety (90) calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year. The Town reserves the right to satisfy any remaining financial obligations of the Grantee to the Town by utilizing the funds available in the letter of credit or other security provided by the Grantee.

SECTION 4. ADMINISTRATION AND REGULATION

4.1 Authority

(A) The Town shall be vested with the power and right to reasonably regulate the exercise of the privileges permitted by this Franchise in the public interest, or to delegate that power and right, or any part thereof, to the extent permitted under Federal, state, and local law, to any agent in the Town's sole discretion.

(B) Nothing in this Franchise shall limit or expand the Town's right of eminent domain under State law.

4.2 Rates and Charges

All of Grantee's rates and charges related to or regarding Cable Services shall be subject to regulation by the Town to the full extent authorized by applicable federal, state, and local laws.

4.3 Rate Discrimination

All of Grantee's rates and charges shall be published (in the form of a publicly available rate card) and be non-discriminatory as to all Persons and organizations of similar classes, under similar circumstances and conditions. Grantee shall apply its rates in accordance with Applicable Law, with identical rates and charges for all Subscribers receiving identical Cable Services, without regard to race, color, ethnic or national origin, religion, age, sex, sexual orientation, marital, military or economic status, or physical or mental disability or geographic location within the Town of Blue River. Grantee shall offer the same Cable Services to all Residential Subscribers at identical rates to the extent required by Applicable Law and to Multiple Dwelling Unit Subscribers to the extent authorized by FCC rules or applicable Federal law. Grantee shall permit Subscribers to make any lawful in-residence connections the Subscriber chooses without additional charge nor penalizing the Subscriber therefor. However, if any in-home connection requires service from Grantee due to signal quality, signal leakage or other factors, caused by improper installation of such in-home wiring or faulty materials of such in-home wiring, the Subscriber may be charged reasonable service charges by Grantee. Nothing herein shall be construed to prohibit:

(A) The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns; or,

(B) The offering of reasonable discounts to senior citizens or economically disadvantaged citizens; or,

(C) The offering of rate discounts for Cable Service; or,

(D) The Grantee from establishing different and nondiscriminatory rates and charges and classes of service for Commercial Subscribers, as allowable by federal law and regulations.

4.4 Filing of Rates and Charges

(A) Throughout the term of this Franchise, Grantee shall maintain on file with the Town a complete schedule of applicable rates and charges for Cable Services provided under this Franchise. Nothing in this subsection shall be construed to require Grantee to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns.

(B) Upon request of the Town, Grantee shall provide a complete schedule of current rates and charges for any and all Leased Access Channels, or portions of such Channels, provided by Grantee. The schedule shall include a description of the price, terms, and conditions established by Grantee for Leased Access Channels.

4.5 Cross Subsidization

Grantee shall comply with all Applicable Laws regarding rates for Cable Services and all Applicable Laws covering issues of cross-subsidization.

4.6 Reserved Authority

Both Grantee and the Town reserve all rights they may have under the Cable Act and any other relevant provisions of federal, State, or local law.

4.7 Time Limits Strictly Construed

Whenever this Franchise sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of Grantee to perform within the allotted time may be considered a breach of this Franchise, and sufficient grounds for the Town to invoke any relevant remedy, in accordance with Section 13.1 of this Franchise.

4.8 Franchise Amendment Procedure

Either party may at any time seek an amendment of this Franchise by so notifying the other party in writing. Within thirty (30) days of receipt of notice, the Town and Grantee shall meet to discuss the proposed amendment(s). If the parties reach a mutual agreement upon the suggested amendment(s), such amendment(s) shall be submitted to the Town Board for its approval. If so approved by the Town Board and the Grantee, then such amendment(s) shall be deemed part of this Franchise. If mutual agreement is not reached, there shall be no amendment.

4.9 Performance Evaluations

(A) The Grantor may hold performance evaluation sessions upon ninety (90) days written notice, provided that such evaluation sessions shall be held no more frequently than once every two (2) years. All such evaluation sessions shall be conducted by the Town.

(B) Special evaluation sessions may be held at any time by the Town during the term of this Franchise, upon ninety (90) days written notice to Grantee.

(C) All regular evaluation sessions shall be open to the public and announced at least two (2) weeks in advance in any manner within the discretion of the Town. Grantee shall also include with or on the Subscriber billing statements for the billing period immediately preceding the commencement of the session, written notification of the date, time, and place of the regular performance evaluation session, and any special evaluation session as required by the Town, provided Grantee receives appropriate advance notice.

(D) Topics which may be discussed at any evaluation session may include, but are not limited to, Cable Service rate structures; Franchise Fee payments; liquidated damages; free or discounted Cable Services; application of new technologies; Cable System performance; Cable Services provided; programming offered; Subscriber complaints; privacy; amendments to this Franchise; judicial and FCC rulings; line extension policies; and the Town's or Grantee's rules; provided that nothing in this subsection shall be construed as requiring the renegotiation of this Franchise.

(E) During evaluations under this subsection, Grantee shall fully cooperate with the Town and shall provide such information and documents as the Town may reasonably require to perform the evaluation.

4.10 Late Fees

(A) For purposes of this subsection, any assessment, charge, cost, fee or sum, however characterized, that the Grantee imposes upon a Subscriber solely for late payment of a bill is a late fee and shall be applied in accordance with the Town's Customer Service Standards, as the same may be amended from time to time by the Town Board acting by ordinance or resolution, or as the same may be superseded by Applicable Law.

(B) Nothing in this subsection shall be deemed to create, limit, or otherwise affect the ability of the Grantee, if any, to impose other assessments, charges, fees or sums other than those permitted by this subsection, for the Grantee's other services or activities it performs in compliance with Applicable Law, including FCC law, rule or regulation.

(C) The Grantee's late fee and disconnection policies and practices shall be consistent with Applicable Law.

4.11 Force Majeure

In the event Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by reason beyond the control of Grantee, Grantee shall have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise or to procure a substitute for such obligation which is satisfactory to the Town. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, work stoppages or labor disputes, pandemics, power outages, telephone network outages, and severe or unusual weather conditions which have a direct and substantial impact on the Grantee's ability to provide Cable Services in the Town and which was not caused and could not have been avoided by the Grantee which used its best efforts in its operations to avoid such results.

If Grantee believes that a reason beyond its control has prevented or delayed its compliance

with the terms of this Franchise, Grantee shall provide documentation as reasonably required by the Town to substantiate the Grantee's claim. If Grantee has not yet cured the deficiency, Grantee shall also provide the Town with its proposed plan for remediation, including the timing for such cure.

SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

5.1 Indemnification

(A) General Indemnification. Grantee shall indemnify, defend and hold the Town, its officers, officials, boards, commissions, agents and Town Staff, harmless from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses, arising from any casualty or accident to Person or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, reconstruction, or any other act done under this Franchise, by or for Grantee, its agents, or its employees, or by reason of any neglect or omission of Grantee. Grantee shall consult and cooperate with the Town while conducting its defense of the Town. Grantee shall not be obligated to indemnify the Town to the extent of the Town's negligence or willful misconduct.

(B) Indemnification for Relocation. Grantee shall indemnify the Town for any damages, claims, additional costs, or reasonable expenses assessed against, or payable by, the Town arising out of, or resulting from, directly or indirectly, Grantee's failure to remove, adjust or relocate any of its facilities in the Rights-of-Way in a timely manner in accordance with any relocation required by the Town.

(C) Additional Circumstances. Grantee shall also indemnify, defend and hold the Town harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses in any way arising out of:

(1) The lawful actions of the Town in granting this Franchise to the extent such actions are consistent with this Franchise and Applicable Law.

(2) Damages arising out of any failure by Grantee to secure consents from the owners, authorized distributors, or licensees/licensors of programs to be delivered by the Cable System, whether or not any act or omission complained of is authorized, allowed or prohibited by this Franchise.

(3) Any claims, costs, and expenses, of any kind, whether direct or indirect, incurred by the Town arising out of a release of hazardous substances caused by the Cable System.

(D) Procedures and Defense. If a claim or action arises, the Town or any other indemnified party shall promptly tender the defense of the claim to Grantee, which defense shall be at Grantee's expense. The Town may participate in the defense of a claim, but if Grantee provides a defense at Grantee's expense then Grantee shall not be liable for any attorneys' fees,

expenses or other costs that Town may incur if it chooses to participate in the defense of a claim, unless and until separate representation as described below in Paragraph 5.1(F) is required. In that event the provisions of Paragraph 5.1(F) shall govern Grantee's responsibility for Town's attorney's fees, expenses or other costs. In any event, Grantee may not agree to any settlement of claims affecting the Town without the Town's approval.

(E) Non-waiver. The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this subsection.

(F) Expenses. If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest between the Town and the counsel selected by Grantee to represent the Town, Grantee shall pay, from the date such separate representation is required forward, all reasonable expenses incurred by the Town in defending itself with regard to any action, suit or proceeding indemnified by Grantee. Provided, however, that in the event that such separate representation is or becomes necessary, and Town desires to hire counsel or any other outside experts or consultants and desires Grantee to pay those expenses, then Town shall be required to obtain Grantee's consent to the engagement of such counsel, experts or consultants, such consent not to be unreasonably withheld. The Town's expenses shall include all reasonable out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by the Town Attorney or his/her assistants or any employees of the Town or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the Town by Grantee.

5.2 Insurance

(A) Grantee shall maintain in full force and effect at its own cost and expense each of the following policies of insurance, but in no event shall occurrence basis minimum limits be less than provided for by C.R.S. § 24-10-114(1)(b):

(1) Commercial General Liability insurance with limits of no less than one million dollars (\$1,000,000.00) per occurrence for bodily injury and property damage and three million dollars (\$1,000,000.00) annual aggregate. Such insurance shall cover liability for premises, operations, independent contractors, products/completed operations, personal and advertising injury, and the tort liability of another assumed in a business contract. Such policy shall provide completed operations coverage for additional insured and shall have cross liability coverage either by way of a separation of insureds clause or otherwise. There shall be a waiver of subrogation and rights of recovery against the Town, its officers, officials and employees. Coverage shall apply as to claims between insureds on the policy, if applicable.

(2) Commercial Automobile Liability insurance with minimum single limits for bodily injury and property damage of one million dollars (\$1,000,000.00) each accident with respect to each of Grantee's owned, hired, and non-owned vehicles assigned to or used in the operation of the Cable System in the Town. These requirements can be satisfied by providing either excess liability or umbrella liability coverage consistent with the requirements described in subsection (1) above. The policy shall contain a severability of

interests provision.

(B) The insurance shall not be canceled or materially changed so as to be out of compliance with these requirements without thirty (30) days' written notice first provided to the Town, via certified mail, and ten (10) days' notice for nonpayment of premium. If the insurance is canceled or materially altered so as to be out of compliance with the requirements of this subsection within the term of this Franchise, Grantee shall provide a replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required, for the duration of this Franchise and, in the case of the Commercial General Liability, for at least one (1) year after expiration of this Franchise.

5.3 Deductibles / Certificate of Insurance

Any deductible of the policies shall not in any way limit Grantee's liability to the Town.

(A) Endorsements.

(1) All policies shall contain, or shall be endorsed so that:

(a) The Town, its officers, officials, boards, commissions, employees and agents are to be covered as, and have the rights of, additional insureds with respect to liability arising out of activities performed by, or on behalf of, Grantee under this Franchise or Applicable Law, or in the construction, operation or repair, or ownership of the Cable System;

(b) Grantee's insurance coverage shall be primary insurance with respect to the Town, its officers, officials, boards, commissions, employees, and agents. Any insurance or self-insurance maintained by the Town, its officers, officials, boards, commissions, employees, and agents shall be in excess of the Grantee's insurance and shall not contribute to it; and

(c) Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

(B) Acceptability of Insurers. The insurance obtained by Grantee shall be placed with insurers with a Best's rating of no less than "A VII."

(C) Verification of Coverage. The Grantee shall furnish the Town with certificates of insurance and endorsements or a copy of the page of the policy reflecting blanket additional insured status. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices.

5.4 Letter of Credit

(A) If there is a claim by the Town of an uncured breach by Grantee of a material

provision of this Franchise or pattern of repeated violations of any provision(s) of this Franchise, then the Town may require and Grantee shall establish and provide within thirty (30) days from receiving notice from the Town, to the Town as security for the faithful performance by Grantee of all of the provisions of this Franchise, a letter of credit from a financial institution satisfactory to the Town in the amount of ten thousand dollars (\$10,000).

(B) In the event that Grantee establishes a letter of credit pursuant to the procedures of this Section, then the letter of credit shall be maintained at ten thousand dollars (\$10,000) until the allegations of the uncured breach have been resolved.

(C) After completion of the procedures set forth in Section 13.1 or other applicable provisions of this Franchise, the letter of credit may be drawn upon by the Town for purposes including, but not limited to, the following:

(1) Failure of Grantee to pay the Town sums due under the terms of this Franchise;

(2) Reimbursement of costs borne by the Town to correct Franchise violations not corrected by Grantee;

(3) Monetary remedies or damages assessed against Grantee due to default or breach of Franchise requirements; and,

(4) Failure to comply with the Customer Service Standards of the Town, as the same may be amended from time to time by the Town Board acting by ordinance or resolution.

(D) The Town shall give Grantee written notice of any withdrawal under this subsection upon such withdrawal. Within seven (7) days following receipt of such notice, Grantee shall restore the letter of credit to the amount required under this Franchise.

(E) Grantee shall have the right to appeal to the Town Board for reimbursement in the event Grantee believes that the letter of credit was drawn upon improperly. Grantee shall also have the right of judicial appeal if Grantee believes the letter of credit has not been properly drawn upon in accordance with this Franchise. Any funds the Town erroneously or wrongfully withdraws from the letter of credit shall be returned to Grantee with interest, from the date of withdrawal at a rate equal to the prime rate of interest as quoted in the Wall Street Journal.

SECTION 6. CUSTOMER SERVICE

6.1 Customer Service Standards

Grantee shall comply with Customer Service Standards of the Town, as the same may be amended from time to time by the Town Board. Any requirement in Customer Service Standards for a "local" telephone number may be met by the provision of a toll-free number. The Customer Services Standards in effect as of the Effective Date of this Franchise are attached as Exhibit A.

Grantee reserves the right to challenge any customer service ordinance which it believes is inconsistent with its contractual rights under this Franchise.

6.2 Subscriber Privacy

Grantee shall fully comply with any provisions regarding the privacy rights of Subscribers contained in federal, State, or local law.

6.3 Subscriber Contracts

Grantee shall not enter into a contract with any Subscriber which is in any way inconsistent with the terms of this Franchise, or any Exhibit hereto, or the requirements of any applicable Customer Service Standard. Upon request, Grantee will provide to the Town a sample of the Subscriber contract or service agreement then in use.

6.4 Advance Notice to the Town

The Grantee shall use reasonable efforts to furnish information provided to Subscribers or the media in the normal course of business to the Town in advance.

6.5 Identification of Local Franchise Authority on Subscriber Bills

Within sixty (60) days after written request from the Town, Grantee shall place the Town's phone number on its Subscriber bills, to identify where a Subscriber may call to address escalated complaints.

SECTION 7. REPORTS AND RECORDS

7.1 Open Records

Grantee shall manage all of its operations in accordance with a policy of keeping its documents and records open and accessible to the Town. The Town, including the Town's Auditor or his/her authorized representative, shall have access to, and the right to inspect, any books and records of Grantee, its parent corporations and Affiliates which are reasonably related to the administration or enforcement of the terms of this Franchise. Grantee shall not deny the Town access to any of Grantee's records on the basis that Grantee's records are under the control of any parent corporation, Affiliate or a third party. The Town may, in writing, request copies of any such records or books and Grantee shall provide such copies within thirty (30) days of the transmittal of such request. One (1) copy of all reports and records required under this or any other subsection shall be furnished to the Town, at the sole expense of Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may request, in writing within ten (10) days, that the Town inspect them at Grantee's local offices. If any books or records of Grantee are not kept in a local office and not made available in copies to the Town upon written request as set forth above, and if the Town determines that an examination of such records is necessary or appropriate for the performance of any of the Town's duties, administration or enforcement of this Franchise, then all reasonable travel and related

expenses incurred in making such examination shall be paid by Grantee.

7.2 Confidentiality

The Town agrees to treat as confidential any books or records that constitute proprietary or confidential information under federal or State law, to the extent Grantee makes the Town aware of such confidentiality. Grantee shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information and shall provide a brief written explanation as to why such information is confidential under State or federal law. If the Town believes it must release any such confidential books and records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. If the Town receives a demand from any Person for disclosure of any information designated by Grantee as confidential, the Town shall, so far as consistent with Applicable Law, advise Grantee and provide Grantee with a copy of any written request by the party demanding access to such information within a reasonable time. Until otherwise ordered by a court or agency of competent jurisdiction, the Town agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential as set forth above to any Person. Grantee shall reimburse the Town for all reasonable costs and attorney's fees incurred in any legal proceedings pursued under this Section.

7.3 Records Required

(A) Grantee shall at all times maintain, and shall furnish to the Town upon 30 days written request and subject to Applicable Law:

(1) A complete set of maps showing the exact location of all Cable System equipment and facilities in the Right-of-Way but excluding detail on proprietary electronics contained therein and Subscriber drops. As-built maps including proprietary electronics shall be available at Grantee's offices for inspection by the Town's authorized representative(s) or agent(s) and made available to such during the course of technical inspections as reasonably conducted by the Town. These maps shall be certified as accurate by an appropriate representative of the Grantee;

(2) A copy of all FCC filings on behalf of Grantee, its parent corporations or Affiliates which relate to the operation of the Cable System in the Town;

(3) Current Subscriber Records and information;

(4) A log of Cable Services added or dropped, Channel changes, number of Subscribers added or terminated, all construction activity, and total homes passed for the previous twelve (12) months; and

(5) A list of Cable Services, rates and Channel line-ups.

(B) Subject to subsection 7.2, all information furnished to the Town is public information, and shall be treated as such, except for information involving the privacy rights of individual Subscribers.

7.4 Annual Reports

Within sixty (60) days of the Town's written request, Grantee shall submit to the Town a written report, in a form acceptable to the Town, which shall include, but not necessarily be limited to, the following information for the Town:

- (A) A Gross Revenue statement, as required by subsection 3.5 of this Franchise;
- (B) A summary of the previous year's activities in the development of the Cable System, including, but not limited to, Cable Services begun or discontinued during the reporting year, and the number of Subscribers for each class of Cable Service (*i.e.*, Basic, Digital Starter, and Premium);
- (C) The number of homes passed, beginning and ending plant miles, any services added or dropped, and any technological changes occurring in the Cable System;
- (D) A statement of planned construction, if any, for the next year; and,
- (E) A copy or hyperlink of the most recent annual report Grantee filed with the SEC or other governing body.

The parties agree that the Town's request for these annual reports shall remain effective and need only be made once. Such a request shall require the Grantee to continue to provide the reports annually, until further written notice from the Town to the contrary.

7.5 Copies of Federal and State Reports

Within thirty (30) days of a written request, Grantee shall submit to the Town copies of all pleadings, applications, notifications, communications and documents of any kind, submitted by Grantee or its parent corporation(s), to any federal, State or local courts, regulatory agencies and other government bodies if such documents directly relate to the operations of Grantee's Cable System within the Town. Grantee shall not claim confidential, privileged or proprietary rights to such documents unless under federal, State, or local law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency.

7.6 Complaint File and Reports

(A) Grantee shall keep an accurate and comprehensive file of any complaints regarding the Cable System, in a manner consistent with the privacy rights of Subscribers, and Grantee's actions in response to those complaints. These files shall remain available for viewing to the Town during normal business hours at Grantee's local business office.

(B) Within thirty (30) days of a written request, Grantee shall provide the Town a quarterly executive summary in the form attached hereto as Exhibit A, which shall include the following information from the preceding quarter:

- (1) A summary of service calls, identifying the number and nature of the requests and their disposition;

- (2) A log of all service interruptions;
- (3) A summary of customer complaints referred by the Town to Grantee; and,
- (4) Such other information as reasonably requested by the Town.

The parties agree that the Town's request for these summary reports shall remain effective and need only be made once. Such a request shall require the Grantee to continue to provide the reports quarterly, until further written notice from the Town to the contrary.

7.7 Failure to Report

The failure or neglect of Grantee to file any of the reports or filings required under this Franchise or such other reports as the Town may reasonably request (not including clerical errors or errors made in good faith), may, at the Town's option, be deemed a breach of this Franchise.

7.8 False Statements

Any false or misleading statement or representation in any report required by this Franchise (not including clerical errors or errors made in good faith) may be deemed a material breach of this Franchise and may subject Grantee to all remedies, legal or equitable, which are available to the Town under this Franchise or otherwise.

SECTION 8. PROGRAMMING

8.1 Broad Programming Categories

Grantee shall provide or enable the provision of at least the following initial broad categories of programming to the extent such categories are reasonably available:

- (A) Educational programming;
- (B) Colorado news, weather & information;
- (C) Sports;
- (D) General entertainment (including movies);
- (E) Children/family-oriented;
- (F) Arts, culture and performing arts;
- (G) Foreign language;
- (H) Science/documentary; and
- (I) National news, weather and information.

(J) Public, Educational and Government Access, to the extent required by this Franchise.

8.2 Deletion or Reduction of Broad Programming Categories

(A) Grantee shall not delete or so limit as to effectively delete any broad category of programming within its control without the prior written consent of the Grantor.

(B) In the event of a modification proceeding under federal law, the mix and quality of Cable Services provided by Grantee on the Effective Date of this Franchise shall be deemed the mix and quality of Cable Services required under this Franchise throughout its term.

8.3 Obscenity

Grantee shall not transmit or permit to be transmitted over any Channel subject to its editorial control, any programming which is obscene under, or violates any provision of, Applicable Law relating to obscenity, and is not protected by the Constitution of the United States. Grantee shall be deemed to have transmitted or permitted a transmission of obscene programming only if a court of competent jurisdiction has found that any of Grantee's officers or employees or agents have permitted programming which is obscene under, or violative of, any provision of Applicable Law relating to obscenity, and is otherwise not protected by the Constitution of the United States, to be transmitted over any Channel subject to Grantee's editorial control. Grantee shall comply with all relevant provisions of federal law relating to obscenity.

8.4 Parental Control Device

Upon request by any Subscriber, Grantee shall make available a parental control or lockout device, traps, or filters to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter. Any device offered shall be at a rate, if any, in compliance with Applicable Law.

8.5 Continuity of Service Mandatory

(A) It shall be the right of all Subscribers to continue to receive Cable Service from Grantee insofar as their financial and other obligations to Grantee are honored. The Grantee shall act so as to ensure that all Subscribers receive continuous, uninterrupted Cable Service regardless of the circumstances. For the purposes of this subsection, "uninterrupted" does not include short-term outages of the Cable System for maintenance or testing.

(B) In the event of a change of grantee, or in the event a new Cable Operator acquires the Cable System in accordance with this Franchise, Grantee shall cooperate with the Town, new franchisee or Cable Operator in maintaining continuity of Cable Service to all Subscribers. During any transition period, Grantee shall be entitled to the revenues for any period during which it operates the Cable System and shall be entitled to reasonable costs for its services when it no longer operates the Cable System.

(C) In the event Grantee fails to operate the Cable System for four (4) consecutive days

without prior approval of the Manager, or without just cause, the Town may, at its option, operate the Cable System itself or designate another Cable Operator until such time as Grantee restores service under conditions acceptable to the Town or a permanent Cable Operator is selected. If the Town is required to fulfill this obligation for Grantee, Grantee shall reimburse the Town for all reasonable costs or damages that are the result of Grantee's failure to perform.

8.6 Services for the Disabled

Grantee shall comply with the Americans with Disabilities Act and any amendments thereto.

SECTION 9. ACCESS

9.1 Web-Based Video On Demand and Streaming

As of the Effective Date, the Town is not able to provide web-based video on demand and streaming on its website. In the event the Town provides written notice to Grantee that it wishes to commence such service, the parties agree the following section shall be added to this Franchise, and the parties will mutually agree upon the locations and cost for the same.

(A) Within ninety (90) days after written request of the Town, Grantee shall provide a one-time grant of funding, in an amount not to exceed two thousand dollars (\$2,000) which the Town shall use to acquire a video on demand server for facilitating the web-based Access programming described in this Section 9.1.

(B) The Town's Designated Access Provider(s) may provide web-based video on demand programming online; provided however, that such Designated Access Provider(s) shall be responsible for its own costs related to a video on demand server, broadband connection and service and any other associated equipment.

(C) Any costs incurred by Grantee in facilitating the web-based on demand Access programming described in this Section 9.1 may be recovered from Subscribers by Grantee in accordance with Applicable Law.

SECTION 10. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

10.1 Right to Construct

Subject to Applicable Law, regulations, rules, resolutions, and ordinances of the Town and the provisions of this Franchise, Grantee may perform all construction in the Rights-of-Way for any facility needed for the maintenance or extension of Grantee's Cable System.

10.2 Right-of-Way Meetings

Grantee will regularly attend and participate in meetings of the Town, of which the Grantee is made aware, regarding Right-of-Way issues that may impact the Cable System.

10.3 Joint Trenching/Boring Meetings

Grantee will regularly attend and participate in planning meetings of the Town, of which the Grantee is made aware, to anticipate joint trenching and boring. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, licensees, permittees, and franchisees so as to reduce so far as possible the number of Right-of-Way cuts within the Town.

10.4 General Standard

All work authorized and required hereunder shall be done in a safe, thorough, and workmanlike manner. All installations of equipment shall be permanent in nature, durable and installed in accordance with good engineering practices.

10.5 Permits Required for Construction

Prior to doing any work in the Right-of Way or other public property, Grantee shall apply for, and obtain, all Town-required and appropriate permits from the Town. As part of the permitting process, the Town may impose such conditions and regulations as are necessary for the purpose of protecting any structures in such Rights-of-Way, proper restoration of such Rights-of-Way and structures, the protection of the public, and the continuity of pedestrian or vehicular traffic. Such conditions may also include the provision of a construction schedule and maps showing the location of the facilities to be installed in the Right-of-Way. Grantee shall pay all applicable fees for the requisite Town permits received by Grantee.

10.6 Emergency Permits

In the event that emergency repairs are necessary, Grantee shall immediately notify the Town of the need for such repairs. Grantee may initiate such emergency repairs and shall apply for appropriate permits within forty-eight (48) hours after discovery of the emergency.

10.7 Compliance with Applicable Codes

(A) Town Construction Codes. Grantee shall comply with all applicable Grantor-adopted building, maintenance, and construction codes, including, without limitation, the Uniform or International Building Code and other building codes, fire code, mechanical code, the Electronic Industries Association Standard for Physical Location and Protection of Below-Ground Fiber Optic Cable Plant, and zoning codes and regulations.

(B) Tower Specifications. Antenna supporting structures (towers) shall be designed for the proper loading as specified by the Electronics Industries Association (EIA), as those specifications may be amended from time to time. Antenna supporting structures (towers) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable federal, State, and local codes or regulations.

(C) Safety Codes. Grantee shall comply with all federal, state, and the Town safety requirements, rules, regulations, laws, and practices, and employ all necessary devices as required

by Applicable Law during construction, operation, and repair of its Cable System. By way of illustration and not limitation, Grantee shall comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.

10.8 GIS Mapping

Grantee shall comply with any generally applicable ordinances, rules, and regulations of the Town regarding geographic information mapping systems for users of the Rights-of-Way.

10.9 Minimal Interference

Work in the Right-of-Way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the Town, or with any other pipes, wires, conduits, pedestals, structures, or other facilities that may have been laid in the Rights-of-Way by, or under, the Town's authority. The Grantee's Cable System shall be located, erected and maintained so as not to endanger or interfere with the lives of Persons, or to interfere with new improvements the Town may deem proper to make or to unnecessarily hinder or obstruct the free use of the Rights-of-Way or other public property, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation or removal thereof, and shall not obstruct or impede traffic. In the event of such interference, the Town may require the removal or relocation of Grantee's lines, cables, equipment, and other appurtenances from the property in question at Grantee's expense.

10.10 Prevent Injury/Safety

Grantee shall provide and use any equipment and facilities necessary to control and carry Grantee's signals so as to prevent injury to the Town's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change, and improve its facilities to keep them in good repair, and safe and presentable condition. All excavations made by Grantee in the Rights-of-Way shall be properly safeguarded for the prevention of accidents by the placement of adequate barriers, fences or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights.

10.11 Hazardous Substances

(A) Grantee shall comply with any and all Applicable Laws, statutes, regulations and orders concerning hazardous substances relating to Grantee's Cable System in the Rights-of-Way.

(B) Upon reasonable notice to Grantee, the Town may inspect Grantee's facilities in the Rights-of-Way to determine if any release of hazardous substances has occurred, or may occur, from or related to Grantee's Cable System. In removing or modifying Grantee's facilities as provided in this Franchise, Grantee shall also remove all residue of hazardous substances related thereto.

(C) Grantee agrees to indemnify the Town against any claims, costs, and expenses, of any kind, whether direct or indirect, incurred by the Town arising out of a release of hazardous

substances caused by Grantee's Cable System.

10.12 Locates

Prior to doing any work in the Right-of-Way, Grantee shall give appropriate notices to the Town and to the notification association established in C.R.S. Section 9-1.5-105, as such may be amended from time to time.

Within forty-eight (48) hours after any Town bureau or franchisee, licensee or permittee notifies Grantee of a proposed Right-of-Way excavation, Grantee shall, at Grantee's expense:

(A) Mark on the surface all of its located underground facilities within the area of the proposed excavation;

(B) Notify the excavator of any unlocated underground facilities in the area of the proposed excavation; or

(C) Notify the excavator that Grantee does not have any underground facilities in the vicinity of the proposed excavation.

10.13 Notice to Private Property Owners

Grantee shall give notice to private property owners of work on or adjacent to private property in accordance with the Town's Customer Service Standards, as the same may be amended from time to time by the Town Board acting by Ordinance or resolution.

10.14 Underground Construction and Use of Poles

(A) When required by general ordinances, resolutions, regulations, or rules of the Town or applicable State or federal law, Grantee's Cable System shall be placed underground at Grantee's expense unless funding is generally available for such relocation to all users of the Rights-of-Way. Placing facilities underground does not preclude the use of ground-mounted appurtenances.

(B) Where electric, telephone, and other above-ground utilities are installed underground at the time of Cable System construction, or when all such wiring is subsequently placed underground, all Cable System lines shall also be placed underground with other wireline service at no expense to the Town or Subscribers unless funding is generally available for such relocation to all users of the Rights-of-Way. Related Cable System equipment, such as pedestals, must be placed in accordance with the Town's applicable code requirements and rules. In areas where either electric or telephone utility wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.

(C) The Grantee shall utilize existing poles and conduit wherever possible.

(D) In the event Grantee cannot obtain the necessary poles and related facilities pursuant to a pole attachment agreement, and only in such event, then it shall be lawful for Grantee to make all needed excavations in the Rights-of-Way for the purpose of placing, erecting, laying,

maintaining, repairing, and removing poles, supports for wires and conductors, and any other facility needed for the maintenance or extension of Grantee's Cable System. All poles of Grantee shall be located as designated by the proper Town authorities.

(E) This Franchise does not grant, give, or convey to the Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the Town or any other Person. Copies of agreements for the use of poles, conduits or other utility facilities must be provided upon request by the Town.

(F) The parties recognize that the Town may desire to place its own cable or conduit for Fiber Optic cable in trenches opened by the Grantee. Therefore, if Grantee upgrades its Cable System, Grantee shall submit these plans to the Town in accordance with the Town's permitting process so that such opportunities may be explored. However, nothing set forth herein shall obligate the Grantee to slow the progress of any future upgrade of the Cable System to accommodate the Town. In addition, the Grantee agrees to cooperate with the Town in any other construction by the Grantee that involves trenching or boring. If sufficient space is reasonably available, the Grantee may allow the Town to lay its cable, conduit, and Fiber Optic cable in the Grantee's trenches and bores, provided the Town shares in the total cost of the trenching, boring, and network installation on the same terms and conditions as the Grantee. The Town will bear the cost of the Town cable, conduit, pullboxes, and all other materials and infrastructure to be installed. Unless otherwise agreed between the Town and Grantee, the Town will also contribute to the total cost of installation on a pro rata basis. The total cost of installation shall include all direct and indirect costs associated with installing conduit, materials or infrastructure, including, but not limited to, labor and equipment costs. The Town may extend the same courtesies above to the Grantee when it undertakes trenching, boring, and network installation construction work, and if the Grantee chooses to collocate, it, too, will contribute to the total costs of the project as outlined above. The Town shall be responsible for maintaining its respective cable, conduit, and Fiber Optic cable buried in the Grantee's trenches and bores under this paragraph. Additionally, any Town conduit or infrastructure installed by Grantee shall not be used to provide services in competition with Grantee's services. All provisions in this subsection are purely discretionary and intended to promote collaboration between the Parties. Co-location as provided herein shall only occur upon each party's express written consent, and such consent shall remain in the sole discretion of the party undertaking the primary project.

10.15 Undergrounding of Multiple Dwelling Unit Drops

In cases of single site Multiple Dwelling Units, Grantee shall minimize the number of individual aerial drop cables by installing multiple drop cables underground between the pole and Multiple Dwelling Unit where it is determined to be technologically feasible in agreement with the owners and/or owner's association of the Multiple Dwelling Units.

10.16 Burial Standards

(A) Depths. Unless otherwise required by law, Grantee, and its contractors, shall comply with the following burial depth standards. In no event shall Grantee be required to bury its cable deeper than electric or gas facilities, or existing telephone facilities in the same portion of the Right-of-Way, so long as those facilities have been buried in accordance with Applicable Law:

- (1) Underground cable drops from the curb shall be buried at a minimum depth of twelve (12) inches, unless a sprinkler system or other construction concerns preclude it, in which case, underground cable drops shall be buried at a depth of at least six (6) inches.
- (2) Feeder lines shall be buried at a minimum depth of eighteen (18) inches.
- (3) Trunk lines shall be buried at a minimum depth of thirty-six (24) inches.
- (4) Fiber Optic cable shall be buried at a minimum depth of thirty-six (36) inches.

In the event of a conflict between this subsection and the provisions of any customer service standard, this subsection shall control.

(B) Timeliness. Cable drops installed by Grantee to residences shall be buried according to these standards within one calendar week of initial installation, or at a time mutually-agreed upon between the Grantee and the Subscriber. When freezing surface conditions prevent Grantee from achieving such timetable, Grantee shall apprise the Subscriber of the circumstances and the revised schedule for burial and shall provide the Subscriber with Grantee's telephone number and instructions as to how and when to call Grantee to request burial of the line if the revised schedule is not met.

10.17 Cable Drop Bonding

Grantee shall ensure that all cable drops are properly bonded at the home, consistent with applicable code requirements.

10.18 Prewiring

Any ordinance or resolution of the Town which requires pre-wiring of subdivisions or other developments for electrical and telephone service shall be construed to include wiring for Cable Systems.

10.19 Repair and Restoration of Property

(A) The Grantee shall protect public and private property from damage. If damage occurs, including damage to any underground facility as such is defined in C.R.S. § 9-1.5-102, the Grantee shall promptly notify the property owner within twenty-four (24) hours in writing.

(B) Whenever Grantee disturbs or damages any Right-of-Way, other public property or any private property, Grantee shall promptly restore the Right-of-Way or property to at least its prior condition, normal wear and tear excepted, at its own expense.

(C) Rights-of-Way and Other Public Property. Grantee shall warrant any restoration work performed by or for Grantee in the Right-of-Way or on other public property in accordance with Applicable Law. If restoration is not satisfactorily performed by the Grantee within a reasonable time, the Town may, after prior notice to the Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made

and recover the cost of those repairs from the Grantee. Within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, the Grantee shall pay the Town.

(D) Private Property. Upon completion of the work which caused any disturbance or damage, Grantee shall promptly commence restoration of private property, and will use best efforts to complete the restoration within seventy-two (72) hours, considering the nature of the work that must be performed. Grantee shall also perform such restoration in accordance with the Grantor's Customer Service Standards, as the same may be amended from time to time by the Town Board acting by ordinance or resolution.

10.20 Acquisition of Facilities

Upon Grantee's acquisition of Cable System-related facilities in any Town Right-of-Way, or upon the addition to the Town of any area in which Grantee owns or operates any such facility, Grantee shall, at the Town's request, submit to the Town a statement describing all such facilities involved, whether authorized by franchise, permit, license or other prior right, and specifying the location of all such facilities to the extent Grantee has possession of such information. Such Cable System-related facilities shall immediately be subject to the terms of this Franchise.

10.21 Discontinuing Use/Abandonment of Cable System Facilities

Whenever Grantee intends to discontinue using any facility within the Rights-of-Way, Grantee shall submit for the Town's approval a complete description of the facility and the date on which Grantee intends to discontinue using the facility. Grantee may remove the facility or request that the Town's permit it to remain in place. Notwithstanding Grantee's request that any such facility remain in place, the Town may require Grantee to remove the facility from the Right-of-Way or modify the facility to protect the public health, welfare, safety, and convenience, or otherwise serve the public interest. The Town may require Grantee to perform a combination of modification and removal of the facility. Grantee shall complete such removal or modification in accordance with a schedule set by the Town. Until such time as Grantee removes or modifies the facility as directed by the Town, or until the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Grantee shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Right-of-Way, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility. If Grantee abandons its facilities, the Town may choose to use such facilities for any purpose whatsoever including, but not limited to, Access purposes.

10.22 Movement of Cable System Facilities for Town Purposes

The Town shall have the right to require Grantee to relocate, remove, replace, modify or disconnect Grantee's facilities and equipment located in the Rights-of-Way or on any other property of the Town for public purposes, in the event of an emergency, or when the public health, safety or welfare requires such change (for example, without limitation, by reason of traffic conditions, public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the Town for public purposes). Such work shall be

performed at the Grantee's expense. Except during an emergency, the Town shall provide reasonable notice to Grantee, not to be less than forty-five (45) business days and allow Grantee with the opportunity to perform such action. In the event of any capital improvement project exceeding \$500,000 in expenditures by the Town which requires the removal, replacement, modification or disconnection of Grantee's facilities or equipment, the Town shall provide at least sixty (60) days' written notice to Grantee. Following notice by the Town, Grantee shall relocate, remove, replace, modify or disconnect any of its facilities or equipment within any Right-of-Way, or on any other property of the Town. The Town's notice shall provide a reasonable period of time for the Grantee to complete the relocation. If the Town requires Grantee to relocate its facilities located within the Rights-of-Way, the Town shall make a reasonable effort to provide Grantee with an alternate location within the Rights-of-Way. If funds are generally made available to users of the Rights-of-Way for such relocation, Grantee shall be entitled to its pro-rata share of such funds.

If the Grantee fails to complete this work within the time prescribed and to the Town's satisfaction, the Town may cause such work to be done and bill the cost of the work to the Grantee, including all costs and expenses incurred by the Town due to Grantee's delay. In such event, the Town shall not be liable for any damage to any portion of Grantee's Cable System. Within thirty (30) days of receipt of an itemized list of those costs, the Grantee shall pay the Town.

10.23 Movement of Cable System Facilities for Other Franchise Holders

If any removal, replacement, modification or disconnection of the Cable System is required to accommodate the construction, operation or repair of the facilities or equipment of another Town franchise holder, Grantee shall, after at least thirty (30) days' advance written notice, take action to effect the necessary changes requested by the responsible entity. Grantee shall require that the costs associated with the removal or relocation be paid by the benefited party.

10.24 Temporary Changes for Other Permittees

At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall temporarily raise, lower, or remove its wires as necessary to permit the moving of a building, vehicle, equipment, or other item. The expense of such temporary changes must be paid by the permit holder, and Grantee may require a reasonable deposit of the estimated payment in advance.

10.25 Reservation of Town's Use of Right-of-Way

Nothing in this Franchise shall prevent the Town or public utilities owned, maintained, or operated by public entities other than the Town from constructing sewers; grading, paving, repairing, or altering any Right-of-Way; laying down, repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of Grantee's Cable System.

10.26 Tree Trimming

Grantee may prune or cause to be pruned, using proper pruning practices, any tree in the

Town's Rights-of-Way which interferes with Grantee's Cable System. Grantee shall comply with any general ordinance or regulations of the Town regarding tree trimming. Except in emergencies, Grantee may not prune trees at a point below thirty (30) feet above grade until one (1) week written notice has been given to the owner or occupant of the premises abutting the Right-of-Way in or over which the tree is growing. The owner or occupant of the abutting premises may prune such tree at his or her own expense during this one (1) week period. If the owner or occupant fails to do so, Grantee may prune such tree at its own expense. For purposes of this subsection, emergencies exist when it is necessary to prune to protect the public or Grantee's facilities from imminent danger only.

10.27 Inspection of Construction and Facilities

The Town may inspect any of Grantee's facilities, equipment or construction at any time upon at least twenty-four (24) hours' notice, or, in case of emergency, upon demand without prior notice. The Town shall have the right to charge generally applicable inspection fees therefore. If an unsafe condition is found to exist, the Town, in addition to taking any other action permitted under Applicable Law, may order Grantee, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the Town establishes. The Town has the right to correct, inspect, administer and repair the unsafe condition if Grantee fails to do so, and to charge Grantee therefore.

10.28 Stop Work

(A) On notice from the Town that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the Town, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the Town.

(B) The stop work order shall:

- (1) Be in writing;
- (2) Be given to the Person doing the work, or posted on the work site;
- (3) Be sent to Grantee by overnight delivery at the address given herein;
- (4) Indicate the nature of the alleged violation or unsafe condition; and
- (5) Establish conditions under which work may be resumed.

10.29 Work of Contractors and Subcontractors

Grantee's contractors and subcontractors shall be licensed and bonded in accordance with the Town's ordinances, regulations, and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations, and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it and shall ensure that all such work is performed in compliance with this Franchise and other Applicable Law and shall

be jointly and severally liable for all damages and correcting all damage caused by them. It is Grantee's responsibility to ensure that contractors, subcontractors, or other Persons performing work on Grantee's behalf are familiar with the requirements of this Franchise and other Applicable Law governing the work performed by them.

SECTION 11. CABLE SYSTEM, TECHNICAL STANDARDS AND TESTING

11.1 Subscriber Network

(A) Grantee's Cable System shall be equivalent to or exceed technical characteristics of a traditional HFC 750 MHz Cable System and provide Activated Two-Way capability. The Cable System shall be capable of supporting video and audio. The Cable System shall deliver no less than one hundred ten (110) Channels of digital video programming services to Subscribers, provided that the Grantee reserves the right to use the bandwidth in the future for other uses based on market factors.

(B) Equipment must be installed so that all closed captioning programming received by the Cable System shall include the closed caption signal so long as the closed caption signal is provided consistent with FCC standards. Equipment must be installed so that all local signals received in stereo or with secondary audio tracks (broadcast and Access) are retransmitted in those same formats.

(C) All construction shall be subject to the Town's permitting process.

(D) Grantee will take prompt corrective action if it finds that any facilities or equipment on the Cable System are not operating as expected, or if it finds that facilities and equipment do not comply with the requirements of this Franchise or Applicable Law.

(E) Grantee's construction decisions shall be based solely upon legitimate engineering decisions and shall not take into consideration the income level of any particular community within the Franchise Area.

(F) Grantee shall not be required to obtain permits for construction work related to the connection and disconnection of Subscribers between the distribution plant in the public rights of way and the Subscriber's residence to the extent such work does not require cuts to the street, curb, or sidewalk and disturbs no more than 20 feet of the public right of way.

11.2 Technology Assessment

(A) The Town may notify Grantee on or after five (5) years after the Effective Date, that the Town will conduct a technology assessment of Grantee's Cable System. The technology assessment may include without limitation, determining whether Grantee's Cable System technology and performance are consistent with current technical practices and range and level of services existing in the fifteen (15) largest U.S. cable systems owned and operated by Grantee's Parent Corporation and/or Affiliates pursuant to franchises that have been renewed or extended since the Effective Date.

(B) Grantee shall cooperate with the Town to provide necessary non-confidential and proprietary information upon the Town's reasonable request as part of the technology assessment.

(C) At the discretion of the Town, findings from the technology assessment may be included in any proceeding commenced for the purpose of identifying future cable-related community needs and interests undertaken by the Town pursuant to 47 U.S.C. §546.

11.3 Standby Power

Grantee's Cable System Headend shall be capable of providing at least twelve (12) hours of emergency operation. In addition, throughout the term of this Franchise, Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than four (4) hours. This outage plan and evidence of requisite implementation resources shall be presented to the Town no later than thirty (30) days following receipt of a request.

11.4 Emergency Alert Capability

Grantee shall provide an operating Emergency Alert System ("EAS") throughout the term of this Franchise in compliance with FCC standards. Grantee shall test the EAS as required by the FCC. Upon request, the Town shall be permitted to participate in and/or witness the EAS testing up to twice a year on a schedule formed in consultation with Grantee. If the test indicates that the EAS is not performing properly, Grantee shall make any necessary adjustment to the EAS, and the EAS shall be retested.

11.5 Technical Performance

The technical performance of the Cable System shall meet or exceed all applicable federal (including, but not limited to, the FCC), State and local technical standards, as they may be amended from time to time, regardless of the transmission technology utilized. The Town shall have the full authority permitted by Applicable Law to enforce compliance with these technical standards.

11.6 Cable System Performance Testing

(A) Grantee shall provide to the Grantor a copy of its current written process for resolving complaints about the quality of the video programming services signals delivered to Subscriber and shall provide the Grantor with any amendments or modifications to the process at such time as they are made.

(B) Grantee shall, at Grantee's expense, maintain all aggregate data of Subscriber complaints related to the quality of the video programming service signals delivered by Grantee in the Grantor for a period of at least one (1) year, and individual Subscriber complaints from the Grantor for a period of at least three (3) years, and make such information available to the Grantor upon reasonable request.

(C) Grantee shall maintain written records of all results of its Cable System tests, performed by or for Grantee. Copies of such test results will be provided to the Grantor upon

reasonable request.

- (D) Grantee shall perform any tests required by the FCC.

11.7 Additional Tests

Where there exists other evidence which in the judgment of the Town casts doubt upon the reliability or technical quality of Cable Service, the Town shall have the right and authority to require Grantee to test, analyze and report on the performance of the Cable System. Grantee shall fully cooperate with the Town in performing such testing and shall prepare the results and a report, if requested, within thirty (30) days after testing. Such report shall include the following information:

- (A) the nature of the complaint or problem which precipitated the special tests;
- (B) the Cable System component tested;
- (C) the equipment used and procedures employed in testing;
- (D) the method, if any, in which such complaint or problem was resolved; and
- (E) any other information pertinent to said tests and analysis which may be required.

SECTION 12. SERVICE AVAILABILITY

12.1 Service Availability

(A) In General. Except as otherwise provided in herein, Grantee shall provide Cable Service within seven (7) days of a request by any Person within the Town. For purposes of this Section, a request shall be deemed made on the date of signing a service agreement, receipt of funds by Grantee, receipt of a written request by Grantee or receipt by Grantee of a verified verbal request. Except as otherwise provided herein, Grantee shall provide such service:

(1) With no line extension charge except as specifically authorized elsewhere in this Franchise Agreement.

(2) At a non-discriminatory installation charge for a standard installation, consisting of a 125-foot drop connecting to an inside wall for Residential Subscribers, with additional charges for non-standard installations computed according to a non-discriminatory methodology for such installations, adopted by Grantee and provided in writing to the Town;

(3) At non-discriminatory monthly rates for Residential Subscribers.

(B) Service to Multiple Dwelling Units. Consistent with this Section 12.1, the Grantee shall offer the individual units of a Multiple Dwelling Unit all Cable Services offered to other

Dwelling Units in the Town and shall individually wire units upon request of the property owner or renter who has been given written authorization by the owner; provided, however, that any such offering is conditioned upon the Grantee having legal access to said unit in the form of an access and wiring agreement that is mutually satisfactory to the Grantee and the property owner. The Town acknowledges that the Grantee cannot control the dissemination of particular Cable Services beyond the point of demarcation at a Multiple Dwelling Unit.

(C) Subscriber Charges for Extensions of Service. Grantee agrees to extend its Cable System to all persons living in areas with a residential density of forty-five (45) residences per mile of Cable System plant and if the area is within 1,320 cable-bearing strand feet of Grantee's existing distribution plant. If the residential density is less than forty-five (45) residences per 5,280 cable-bearing strand feet of trunk or distribution cable, service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor and easements. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the Grantee and Subscribers in the area in which service may be expanded, the Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of residences per 5,280 cable-bearing strand feet of its trunk or distribution cable and whose denominator equals forty-five (45). Subscribers who request service hereunder will bear the remainder of the construction and other costs on a pro rata basis. The Grantee may require that the payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance.

SECTION 13. FRANCHISE VIOLATIONS

13.1 Procedure for Remediating Franchise Violations

(A) If the Town reasonably believes that Grantee has failed to perform any obligation under this Franchise or has failed to perform in a timely manner, the Town shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged default. Grantee shall have thirty (30) days from the receipt of such notice to:

(1) respond to the Town, contesting the Town's assertion that a default has occurred, and requesting a meeting in accordance with subsection (B), below;

(2) cure the default; or,

(3) notify the Town that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify the Town in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the Town may set a meeting in accordance with subsection (B) below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable.

(B) If Grantee does not cure the alleged default within the cure period stated above, or

by the projected completion date under subsection (A)(3), or denies the default and requests a meeting in accordance with (A)(1), or the Town orders a meeting in accordance with subsection (A)(3), the Town shall set a meeting to investigate said issues or the existence of the alleged default. The Town shall notify Grantee of the meeting in writing and such meeting shall take place no less than thirty (30) days after Grantee's receipt of notice of the meeting. At the meeting, Grantee shall be provided an opportunity to be heard and to present evidence in its defense.

(C) If, after the meeting, the Town determines that a default exists, the Town shall order Grantee to correct or remedy the default or breach within fifteen (15) days or within such other reasonable time frame as the Town shall determine. In the event Grantee does not cure within such time to the Town's reasonable satisfaction, the Town may:

- (1) Withdraw an amount from the letter of credit as monetary damages;
- (2) Recommend the revocation of this Franchise pursuant to the procedures in subsection 13.2; or,
- (3) Recommend any other legal or equitable remedy available under this Franchise or any Applicable Law.

(D) The determination as to whether a violation of this Franchise has occurred shall be within the discretion of the Town, provided that any such final determination may be subject to appeal to a court of competent jurisdiction under Applicable Law.

(E) It shall not be a violation of this Franchise if Grantee decides, on a company-wide basis, to cease providing Cable Services. Grantee shall provide a minimum of one year's written notice to Town of the termination date, and upon that date all rights, duties and obligations of this Franchise shall terminate except for those that by their nature, should survive termination.

13.2 Revocation

(A) In addition to revocation in accordance with other provisions of this Franchise, the Town may revoke this Franchise and rescind all rights and privileges associated with this Franchise in the following circumstances, each of which represents a material breach of this Franchise:

- (1) If Grantee fails to perform any material obligation under this Franchise or under any other agreement, ordinance or document regarding the Town and Grantee;
- (2) If Grantee willfully fails for more than forty-eight (48) hours to provide continuous and uninterrupted Cable Service;
- (3) If Grantee attempts to evade any material provision of this Franchise or to practice any fraud or deceit upon the Town or Subscribers; or
- (4) If Grantee becomes insolvent, or if there is an assignment for the benefit of Grantee's creditors;
- (5) If Grantee makes a material misrepresentation of fact in the application for

or negotiation of this Franchise.

(B) Following the procedures set forth in subsection 13.1 and prior to forfeiture or termination of the Franchise, the Town shall give written notice to the Grantee of the Town's intent to revoke the Franchise and set a date for a revocation proceeding. The notice shall set forth the exact nature of the noncompliance.

(C) Any proceeding under the paragraph above shall be conducted by the Town Board and be open to the public. Grantee shall be afforded at least forty-five (45) days prior written notice of such proceeding.

(1) At such proceeding, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce evidence, and to question witnesses. An electronic audio recording shall be made of such proceeding by the Town, which at the request and cost of any party may be converted into a written transcript. The Town Board shall hear any Persons interested in the revocation, and shall allow Grantee, in particular, an opportunity to state its position on the matter.

(2) Within ninety (90) days after the hearing, the Town Board shall determine whether to revoke the Franchise and declare that the Franchise is revoked and the letter of credit forfeited; or if the breach at issue is capable of being cured by Grantee, direct Grantee to take appropriate remedial action within the time and in the manner and on the terms and conditions that the Town Board determines are reasonable under the circumstances. If the Town determines that the Franchise is to be revoked, the Town shall set forth the reasons for such a decision and shall transmit a copy of the decision to the Grantee. Grantee shall be bound by the Town's decision to revoke the Franchise unless it appeals the decision to a court of competent jurisdiction within fifteen (15) days of the date of the decision. Upon a successful appeal, Grantee shall be entitled to such relief as the Court may deem appropriate.

(3) The Town Board may at its sole discretion take any lawful action which it deems appropriate to enforce the Town's rights under the Franchise in lieu of revocation of the Franchise.

13.3 Procedures in the Event of Termination or Revocation

(A) If this Franchise expires without renewal after completion of all processes available under this Franchise and federal law or is otherwise lawfully terminated or revoked, the Town may, subject to Applicable Law:

(1) Allow Grantee to maintain and operate its Cable System on a month-to-month basis or short-term extension of this Franchise for not less than six (6) months, unless a sale of the Cable System can be closed sooner or Grantee demonstrates to the Town's satisfaction that it needs additional time to complete the sale; or

(2) Purchase Grantee's Cable System in accordance with the procedures set forth in subsection 13.4, below.

(B) In the event that a sale has not been completed in accordance with subsections (A)(1) and (A)(2) above, the Town may order the removal of the above-ground Cable System facilities and such underground facilities from the Town at Grantee's sole expense within a reasonable period of time as determined by the Town. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all Rights-of-Way, public places, and private property in as good condition as that prevailing prior to Grantee's removal of its equipment without affecting the electrical or telephone cable wires or attachments. The indemnification and insurance provisions and the letter of credit shall remain in full force and effect during the period of removal, and Grantee shall not be entitled to, and agrees not to request, compensation of any sort therefore.

(C) If Grantee fails to complete any removal required by subsection 13.3 (B) to the Town's satisfaction, after written notice to Grantee, the Town may cause the work to be done and Grantee shall reimburse the Town for the costs incurred within thirty (30) days after receipt of an itemized list of the costs, or the Town may recover the costs through the letter of credit provided by Grantee.

(D) The Town may seek legal and equitable relief to enforce the provisions of this Franchise.

13.4 Purchase of Cable System

(A) If at any time this Franchise is revoked, terminated, or not renewed upon expiration in accordance with the provisions of federal law, the Town shall have the option to purchase the Cable System.

(B) The Town may, at any time thereafter, offer in writing to purchase Grantee's Cable System. Grantee shall have thirty (30) days from receipt of a written offer from the Town within which to accept or reject the offer.

(C) In any case where the Town elects to purchase the Cable System, the purchase shall be closed within one hundred twenty (120) days of the date of the Town's audit of a current profit and loss statement of Grantee. The Town shall pay for the Cable System in cash or certified funds, and Grantee shall deliver appropriate bills of sale and other instruments of conveyance.

(D) For the purposes of this subsection, the price for the Cable System shall be determined as follows:

(1) In the case of the expiration of the Franchise without renewal, at fair market value determined on the basis of Grantee's Cable System valued as a going concern, but with no value allocated to the Franchise itself. In order to obtain the fair market value, this valuation shall be reduced by the amount of any lien, encumbrance, or other obligation of Grantee which the Town would assume.

(2) In the case of revocation for cause, the equitable price of Grantee's Cable System.

13.5 Receivership and Foreclosure

(A) At the option of the Town, subject to Applicable Law, this Franchise may be revoked one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

(1) The receivership or trusteeship is vacated within one hundred twenty (120) days of appointment; or

(2) The receivers or trustees have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Franchise and have remedied all defaults under the Franchise. Additionally, the receivers or trustees shall have executed an agreement duly approved by the court having jurisdiction, by which the receivers or trustees assume and agree to be bound by each and every term, provision and limitation of this Franchise.

(B) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property and equipment of Grantee, the Town may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Franchise shall be revoked thirty (30) days after service of such notice, unless:

(1) The Town has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with the Town to assume and be bound by all of the terms and conditions of this Franchise.

13.6 No Monetary Recourse Against the Town

Grantee shall not have any monetary recourse against the Town or its officers, officials, boards, commissions, agents or employees for any loss, costs, expenses or damages arising out of any provision or requirement of this Franchise or the enforcement thereof, in accordance with the provisions of applicable federal, State and local law. The rights of the Town under this Franchise are in addition to, and shall not be read to limit, any immunities the Town may enjoy under federal, State or local law.

13.7 Alternative Remedies

No provision of this Franchise shall be deemed to bar the right of the Town to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of the Town to recover monetary damages for such violations by Grantee, or to seek and obtain judicial enforcement of Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

13.8 Assessment of Monetary Damages

(A) The Town may assess against Grantee monetary damages (i) up to five hundred dollars (\$500.00) per day for general construction delays, violations of payment obligations, (ii) up to two hundred fifty dollars (\$250.00) per day for any other material breaches, or (iii) up to one hundred dollars (\$100.00) per day for defaults, and withdraw the assessment from the letter of credit or collect the assessment as specified in this Franchise. Damages pursuant to this Section shall accrue for a period not to exceed one hundred twenty (120) days per violation proceeding. To assess any amount from the letter of credit, Town shall follow the procedures for withdrawals from the letter of credit set forth in the letter of credit and in this Franchise. Such damages shall accrue beginning thirty (30) days following Grantee's receipt of the notice required by subsection 13.1(A), or such later date if approved by the Town in its sole discretion, but may not be assessed until after the procedures in subsection 13.1 have been completed.

(B) The assessment does not constitute a waiver by the Town of any other right or remedy it may have under the Franchise or Applicable Law, including its right to recover from Grantee any additional damages, losses, costs and expenses that are incurred by the Town by reason of the breach of this Franchise.

13.9 Effect of Abandonment

If the Grantee abandons its Cable System during the Franchise term, or fails to operate its Cable System in accordance with its duty to provide continuous service, the Town, at its option, may operate the Cable System; designate another entity to operate the Cable System temporarily until the Grantee restores service under conditions acceptable to the Town, or until the Franchise is revoked and a new franchisee is selected by the Town; or obtain an injunction requiring the Grantee to continue operations. If the Town is required to operate or designate another entity to operate the Cable System, the Grantee shall reimburse the Town or its designee for all reasonable costs, expenses and damages incurred.

13.10 What Constitutes Abandonment

The Town shall be entitled to exercise its options in subsection 13.9 if:

(A) The Grantee fails to provide Cable Service in accordance with this Franchise over a substantial portion of the Franchise Area for four (4) consecutive days, unless the Town authorizes a longer interruption of service; or

(B) The Grantee, for any period, willfully and without cause refuses to provide Cable Service in accordance with this Franchise.

For purposes of this section, a "substantial portion of the Franchise Area" means twenty percent (20%) or more of the Subscribers.

SECTION 14. FRANCHISE RENEWAL AND TRANSFER

14.1 Renewal

(A) The Town and Grantee agree that any proceedings undertaken by the Town that relate to the renewal of the Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or State law.

(B) In addition to the procedures set forth in said Section 626(a), the Town agrees to notify Grantee of the completion of its assessments regarding the identification of future cable-related community needs and interests, as well as the past performance of Grantee under the then current Franchise term. Notwithstanding anything to the contrary set forth herein, Grantee and the Town agree that at any time during the term of the then current Franchise, while affording the public adequate notice and opportunity for comment, the Town and Grantee may agree to undertake and finalize negotiations regarding renewal of the then current Franchise and the Town may grant a renewal thereof. Grantee and the Town consider the terms set forth in this subsection to be consistent with the express provisions of Section 626 of the Cable Act.

(C) Should the Franchise expire without a mutually agreed upon renewed Franchise Agreement and Grantee and the Town are engaged in an informal or formal renewal process, the Franchise shall continue on a month-to-month basis, with the same terms and conditions as provided in the Franchise, and the Grantee and the Town shall continue to comply with all obligations and duties under the Franchise.

14.2 Transfer of Ownership or Control

(A) The Cable System and this Franchise shall not be sold, assigned, transferred, leased or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger or consolidation; nor shall title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any Person or entity without the prior written consent of the Town, which consent shall be by the Town Board, acting by ordinance or resolution.

(B) The Grantee shall promptly notify the Town of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Grantee. The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. Every change, transfer or acquisition of control of the Grantee shall make this Franchise subject to cancellation unless and until the Town shall have consented in writing thereto.

(C) The parties to the sale or transfer shall make a written request to the Town for its approval of a sale or transfer and furnish all information required by law and the Town.

(D) In seeking the Town's consent to any change in ownership or control, the proposed transferee shall indicate whether it:

- (1) Has ever been convicted or held liable for acts involving deceit including

any violation of federal, State or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts;

(2) Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction;

(3) Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a cable system or a broadband system;

(4) Is financially solvent, by submitting financial data including financial statements that are audited by a certified public accountant who may also be an officer of the transferee, along with any other data that the Town may reasonably require; and

(5) Has the financial, legal and technical capability to enable it to maintain and operate the Cable System for the remaining term of the Franchise.

(E) The Town shall act by ordinance on the request within one hundred twenty (120) days of the request, provided it has received all information required by this Franchise or by Applicable Law. The Town and the Grantee may by mutual agreement, at any time, extend the 120-day period. Subject to the foregoing, if the Town fails to render a final decision on the request within one hundred twenty (120) days, such request shall be deemed granted unless the requesting party and the Town agree to an extension of time.

(F) Within thirty (30) days of any transfer or sale, if approved or deemed granted by the Town, Grantee shall file with the Town a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee, and the transferee shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to Applicable Law. In the event of a change in control, in which the Grantee is not replaced by another entity, the Grantee will continue to be bound by all of the provisions of the Franchise, subject to Applicable Law, and will not be required to file an additional written acceptance.

(G) In reviewing a request for sale or transfer, the Town may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the Town in so inquiring. The Town may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate, in accordance with Applicable Law.

(H) Notwithstanding anything to the contrary in this subsection, the prior approval of the Town shall not be required for any sale, assignment or transfer of the Franchise or Cable System to an entity controlling, controlled by or under the same common control as Grantee, provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by the Town and must agree in writing to comply with all of the provisions of the Franchise. Further, Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of the Town; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise.

SECTION 15. SEVERABILITY

If any Section, subsection, paragraph, term or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph, term or provision of this Franchise, all of which shall remain in full force and effect for the term of the Franchise.

SECTION 16. MISCELLANEOUS PROVISIONS

16.1 Preferential or Discriminatory Practices Prohibited

NO DISCRIMINATION IN EMPLOYMENT. In connection with the performance of work under this Franchise, the Grantee agrees not to refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any Person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Grantee further agrees to insert the foregoing provision in all subcontracts hereunder. Throughout the term of this Franchise, Grantee shall fully comply with all equal employment or non-discrimination provisions and requirements of federal, State and local laws, and in particular, FCC rules and regulations relating thereto.

16.2 Notices

Throughout the term of the Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent overnight delivery postage prepaid to such respective address and such notices shall be effective upon the date of mailing. These addresses may be changed by the Town or the Grantee by written notice at any time. At the Effective Date of this Franchise:

Grantee's address shall be:

Comcast of Colorado IX, LLC
8000 E. Iliff Ave.
Denver, CO 80231
Attn: Government Affairs

The Town's address shall be:

Town of Blue River
P.O. Box 1784
Breckenridge, CO 80424

16.3 Descriptive Headings

The headings and titles of the Sections and subsections of this Franchise are for reference purposes only and shall not affect the meaning or interpretation of the text herein.

16.4 Publication Costs to be Borne by Grantee

Grantee shall reimburse the Town for all costs incurred in publishing this Franchise, if such publication is required.

16.5 Binding Effect

This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

16.6 No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner which would indicate any such relationship with the other.

16.7 Waiver

The failure of the Town at any time to require performance by the Grantee of any provision hereof shall in no way affect the right of the Town hereafter to enforce the same. Nor shall the waiver by the Town of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

16.8 Reasonableness of Consent or Approval

Whenever under this Franchise "reasonableness" is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards as well as business and economic considerations.

16.9 Entire Agreement

This Franchise and all Exhibits represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral negotiations between the parties.

16.10 Jurisdiction

Jurisdiction and venue for any judicial dispute between the Town and Grantee arising under or out of this Franchise shall be proper and exclusive in Summit County District Court, Colorado, or in the United States District Court in Denver.

IN WITNESS WHEREOF, this Franchise is signed in the name of the Town of Blue River Colorado this 16th day of December, 2025.

TOWN OF BLUE RIVER, COLORADO:

Nick Decissio, Mayor

ATTEST:

Town Clerk

Accepted and approved this ____ day of _____, 202__.

COMCAST OF COLORADO IX, LLC

State of Colorado)
) ss.
County of _____)

The foregoing was acknowledged before me this ___ day of _____, 2025 by _____, as _____, for Comcast of Colorado, IX, LLC.

My commission expires: _____

(SEAL)

Notary Public

EXHIBIT A:

Cable Television Customer Service Standards For the Town of Blue River

I. POLICY

The Cable Operator should resolve citizen complaints without delay and interference from the Franchising Authority.

Where a given complaint is not addressed by the Cable Operator to the citizen's satisfaction, the Franchising Authority should intervene. In addition, where a pattern of unremedied complaints or noncompliance with the Standards is identified, the Franchising Authority should prescribe a cure and establish a reasonable deadline for implementation of the cure. If the noncompliance is not cured within established deadlines, monetary sanctions should be imposed to encourage compliance and deter future non-compliance.

These Standards are intended to be of general application and are expected to be met under normal operating conditions; however, the Cable Operator shall be relieved of any obligations hereunder if it is unable to perform due to a region-wide natural emergency or in the event of force majeure affecting a significant portion of the franchise area. The Cable Operator is free to exceed these Standards to the benefit of its Customers and such shall be considered performance for the purposes of these Standards.

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

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

II. DEFINITIONS

When used in these Customer Service Standards (the "Standards"), the following words, phrases, and terms shall have the meanings given below.

"Adoption" shall mean the process necessary to formally enact the Standards within the Franchising Authority's jurisdiction under applicable ordinances and laws.

"Affiliate" shall mean any person or entity that is owned or controlled by, or under common ownership or control with, a Cable Operator, and provides any Cable Service or Other Service.

"Applicable Law" means, with respect to these standards and any Cable Operator's privacy policies, any statute, ordinance, judicial decision, executive order or regulation having the force and effect of law that determines the legal standing of a case or issue.

"Cable Operator" shall mean any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such cable system, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System. Source: 47 U.S.C. § 522(5).

"Cable Service" shall mean (A) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. Source: 47 U.S.C. § 522(6). For purposes of this definition, "video programming" is programming provided by, or generally considered comparable to programming provided by a television broadcast station. Source: 47 U.S.C. § 522(20). "Other programming service" is information that a Cable Operator makes available to all subscribers generally. Source: 47 U.S.C. § 522(14).

"Cable System" shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the televisions signals of one or more television broadcast stations, or (B) a facility that serves subscribers without using any public right of way. Source: 47 U.S.C. § 522(7).

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

"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 Blue River, 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 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 quarterly, which shall include information concerning customer complaints referred by the Franchising Authority to the Grantee and any other requirements of a Franchise Agreement but no personally identifiable information. These summaries shall be provided within fifteen (15) days after the end of each quarter. Once a request is made, it need not be repeated and quarterly executive summaries shall be provided by the Cable Operator until notified in writing by the Franchising Authority that such summaries are no longer required.

iii. Upon written request a summary of service requests, identifying the number and nature of the requests and their disposition, shall also be completed by the Cable Operator for each quarter and submitted to the Franchising Authority by the fifteenth (15th) day of the month after each calendar quarter. Once a request is made, it need not be repeated and quarterly summary of service requests shall be provided by the Cable Operator until notified in writing by the Franchising Authority that such summaries are no longer required. Complaints shall be broken out by the nature of the complaint and the type of Cable service subject to the complaint.

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

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

4. TV Reception

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

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

i. Assess the problem within one (1) day of notification;

ii. Communicate with the customer regarding the nature of the problem and the expected time for repair;

iii. Complete the repair within two (2) days of assessing the problem unless circumstances exist that reasonably require additional time.

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

5. Problem Resolution

A Cable Operator's customer service representatives shall have the authority to provide credit for interrupted service, to waive fees, to schedule service appointments and to change billing cycles, where appropriate. Any difficulties that cannot be resolved by the customer service representative shall be referred to the appropriate supervisor who shall contact the customer within four (4) hours and resolve the problem within forty-eight (48) hours or within such other time frame as is acceptable to the customer and the Cable Operator.

6. Billing, Credits, and Refunds

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

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

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

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

7. Treatment of Property

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

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

b. A Cable Operator shall, at its own cost and expense, and in a manner approved by the property owner and the Franchising Authority, restore any private property to as good condition as before the work causing such disturbance was initiated. A Cable Operator shall repair, replace or compensate a property owner for any damage resulting from the Cable Operator's installation, construction, service or repair activities. If compensation is requested by the customer for damage caused by any Cable Operator activity, the Cable Operator shall reimburse the property owner one hundred (100) percent of the actual cost of the damage.

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

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

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

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

D. Services for Customers with Disabilities

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

E. Cable Services Information

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

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

2. At a Customer's request, a Cable Operator shall make available either a complete copy of these Standards and any other applicable customer service standards, or a summary of these Standards, in a format to be approved by CCUA and the Franchising Authority, which shall include at a minimum, the URL address of a website containing these Standards in their entirety; provided however, that if the CCUA or Franchising Authority does not maintain a website with a complete copy of these Standards, a Cable Operator shall be under no obligation to do so;

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

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

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

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

a. 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.

b. 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.

6. 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.

7. 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 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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. 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 (\$25,000) or, in the sole discretion of the Franchising Authority, such lesser amount as the Franchising Authority deems

reasonable to protect subscribers within its jurisdiction. Alternatively, at the Cable Operator's discretion, it may provide to the Franchising Authority an irrevocable letter of credit in the same amount. A letter of credit or cash deposit, with the approval of the Franchising Authority, may be posted jointly for more than one member of the CCUA, and may be administered, and drawn upon, jointly by the CCUA or drawn upon individually by each member; provided however that if such letter of credit or cash deposit is provided to CCUA on behalf of more than one of its members, the letter of credit or cash deposit may, in the sole discretion of CCUA and its effected members, be required in an amount not to exceed one hundred thousand dollars (\$100,000).

The escrowed funds or letter of credit shall constitute the "Security Fund" for ensuring compliance with these Standards for the benefit of the Franchising Authority. The escrowed funds or letter of credit shall be maintained by a Cable Operator at the amount initially required, even if amounts are withdrawn pursuant to any provision of these Standards, until any claims related to the alleged Franchise violation(s) are paid in full.

2. The Franchising Authority may require the Cable Operator to increase the amount of the Security Fund, if it finds that new risk factors exist which necessitate such an increase.
3. The Security Fund shall serve as security for the payment of any penalties, fees, charges or credits as provided for herein and for the performance by a Cable Operator of all its obligations under these Customer Service Standards.
4. The rights reserved to the Franchising Authority with respect to the Security Fund are in addition to all other rights of the Franchising Authority, whether reserved by any applicable franchise agreement or authorized by law, and no action, proceeding or exercise of a right with respect to same shall in any way affect, or diminish, any other right the Franchising Authority may otherwise have.

D. Verification of Compliance

A Cable Operator shall establish its compliance with any or all of the standards required through annual reports that demonstrate said compliance, or as requested by the Franchising Authority.

E. Procedure for Remedying Violations

1. If the Franchising Authority has reason to believe that a Cable Operator has failed to comply with any of these Standards, or has failed to perform in a timely manner, the Franchising Authority may pursue the procedures in its Franchise Agreement to address violations of these Standards in a like manner as other franchise violations are considered.
2. Following the procedures set forth in any Franchise Agreement governing the manner to address alleged Franchise violations, if the Franchising Authority determines in its sole discretion that the noncompliance has been substantiated, in addition to any remedies that may be provided in the Franchise Agreement, the Franchising Authority may:

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

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

c. Reverse any decision of the Cable Operator in the matter;

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

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

V. MISCELLANEOUS

A. Severability

Should any section, subsection, paragraph, term, or provision of these Standards be determined to be illegal, invalid, or unconstitutional by any court or agency of competent jurisdiction with regard thereto, such determination shall have no effect on the validity of any other section, subsection, paragraph, term, or provision of these Standards, each of the latter of which shall remain in full force and effect.

B. Non-Waiver

Failure to enforce any provision of these Standards shall not operate as a waiver of the obligations or responsibilities of a Cable Operator under said provision, or any other provision of these Standards.

EXHIBIT B

Report Form to Town of Blue River, Colorado

Comcast
Quarterly Executive Summary - Escalated Complaints
Section 7.6 (B) of our Franchise Agreement
Quarter Ending _____, Year
Town of Blue River

<u>Type of Complaint</u>	<u>Number of Calls</u>
Accessibility	0
Billing, Credit and Refunds	0
Courtesy	0
Drop Bury	0
Installation	0
Notices/Easement Issues (Non-Rebuild)	0
Pedestal	0
Problem Resolution	0
Programming	0
Property Damage (Non-Rebuild)	0
Rates	0
Rebuild/Upgrade Damage	0
Rebuild/Upgrade Notices/Easement Issues	0
Reception/Signal Quality	0
Safety	0
Service and Install Appointments	0
Service Interruptions	0
Serviceability	0
TOTAL	0

Compliments

**TOWN OF BLUE RIVER
RESOLUTION No. 2025-19**

**A RESOLUTION APPROPRIATING ADDITIONAL SUMS OF MONEY IN THE
GENERAL FUND FOR THE 2025 BUDGET**

WHEREAS, the Town of Blue River adopted the annual budget in accordance with the Local Government Budget Law on November 19, 2024; and

WHEREAS, the Board of Trustees needs to provide funding for expenditures relating to the payment of severance payments for the former Town Manager and costs associated with hiring a consultant to fulfill the role as Interim Town Manager, the cost of which was not made known during the course of the preparation of the 2025 Budget; and

WHEREAS, the expenditure cost attributed the Town Manager in the 2025 Budget was \$127,196 at the time of the adoption of the budget and expenditures to date are now anticipated to be \$234,357; and

WHEREAS, the expenditure cost attributed to Professional Services in the 2025 Budget was \$5,000 at the time of the adoption of the budget and expenditures to date are no anticipated to be \$31,498; and

WHEREAS, it is the intent of the City Council to comply with the “Local Government Law”. (C.R.S. 29-1-101 et.seq.); and

WHEREAS, funds to finance this supplemental appropriation will be available from the Unassigned Fund Balance in the General Fund

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BLUE RIVER, COLORADO AS FOLLOWS:

Section 1. That the total appropriation for the 2025 budget in the General Fund expenditures be increased from \$2,326,529 to \$2,500,000.

Section 2. That the following within the General Fund are to be increased as follows:

Account Title	Description	Budgeted	Adjusted
Town Manager	Town Manager Salary	\$127,196	\$250,000
Professional Services	Consultant Fees	\$5,000	\$55,667

ADOPTED AND APPROVED this 16th day of December, 2025.

By _____
Nicholas Decicco, Mayor

ATTEST:

Steven G. Rabe, Interim Town Manager

**TOWN OF BLUE RIVER
RESOLUTION No. 2025-20**

**A RESOLUTION APPROPRIATING ADDITIONAL SUMS OF MONEY IN THE
AMERICAN RESCUE PLAN FUND FOR THE 2025 BUDGET**

WHEREAS, the Town of Blue River adopted the annual budget in accordance with the Local Government Budget Law on November 19, 2024; and

WHEREAS, the Board of Trustees needs to provide funding for expenditures relating to the Broadband Study Services, the entire cost of which was not made known during the course of the preparation of the 2025 Budget; and

WHEREAS, the expenditure cost attributed to the Broadband Study Services in the 2025 Budget was \$179,000 at the time of the adoption of the budget and expenditures to date are now anticipated to be 191,616; and

WHEREAS, it is the intent of the Board of Trustees to comply with the “Local Government Law”. (C.R.S. 29-1-101 et.seq.); and

WHEREAS, funds to finance this supplemental appropriation will be available in the form of the remaining funds in the American Rescue Plan Fund.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BLUE RIVER, COLORADO AS FOLLOWS:

Section 1. That the total appropriation for the 2025 budget in the American Rescue Plan Fund expenditures be increased from \$179,000 to \$191,616.

Section 2. That the following within the General Fund are to be increased as follows:

Account Title	Description	Budgeted	Adjusted
Planning	NEO Contract	\$179,000	191,616

ADOPTED AND APPROVED this 16th day of December, 2025.

By _____
Nicholas Decicco, Mayor

ATTEST:

Steven G. Rabe, Interim Town Manager

RESOLUTION No. 2025-21

A RESOLUTION OF THE TOWN OF BLUE RIVER BOARD OF TRUSTEES AUTHORIZING A MAIL BALLOT ELECTION ON APRIL 7, 2026 AND SETTING FORTH OTHER DETAILS RELATING THERETO.

WHEREAS, The Town of Blue River's 2026 Regular Municipal Election will be held on April 7, 2026; and

WHEREAS, the Board of Trustees of the Town of Blue River, Colorado, has determined it is in the best interest of the Town to promote voter participation and cost efficiency in the regular municipal election by conducting such election as a mail ballot election; and

WHEREAS, C.R.S 1-7.5-104 and 31-10-908 permit the Town to hold a mail ballot election; and

WHEREAS, the Board of Trustees of the Town of Blue River, Colorado, seeks to appoint a Designated Election Official for the regular mail ballot election to be held on April 7, 2026, and to comply with all applicable election procedures, including but not limited to compliance with the Blue River Municipal Code, the Colorado Municipal Election Code of 1965 (the "Municipal Election Code"), and the Colorado Mail Ballot Election Act.

NOW, THEREFORE, be it resolved by the Board of Trustees of the Town of Blue River, Colorado as follows:

1. At the regular municipal election to be held on the 7th day of April, 2026, three (3) persons shall be elected to the office of Trustee of the Town of Blue River, each for four-year terms;
2. Kathy Neel, former Town Clerk and former County Clerk, in the absence of the Town Clerk, is hereby authorized and directed, as the Designated Election Official for the regular mail ballot election, to conduct such election under the supervision of the Colorado Secretary of State, and subject to rules promulgated by the Colorado Secretary of State, pursuant to C.R.S.31-10-901 et seq. (hereinafter "Mail Ballot Election Act");
3. The Designated Election Official for the regular mail ballot election, is further authorized and directed to take all actions necessary to conduct the regular mail ballot election pursuant to State Statutes, and the Blue River Municipal Code;
4. There shall be one (1) precinct for this mail ballot election. The mail ballot drop-off location for said precinct shall be the Blue River Town Hall, 0110 Whispering Pines Circle, Blue River, Colorado 80424;
5. To be eligible to vote in this regular mail ballot election, a person must be at least eighteen (18) years of age, a resident of the town and has resided in the State of Colorado for twenty-two (22) days immediately preceding the election pursuant to C.R.S. 31-10-201(b);

6. Pursuant to C.R.S 31-10-401, the Designated Election Official is hereby delegated the authority and responsibility to appoint up to three (3) judges and one (1) alternate of the election at least fifteen (15) days before the election day. The appointed judges will receive \$125.00 for their services;
7. The Designated Election Official shall establish the form of the regular mail election ballot;
8. All resolutions or parts of resolutions inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repeal shall not be construed to revive any resolution or part of any resolution heretofore repealed; and
9. The effective date of this resolution shall be immediately upon adoption.

ADOPTED at a regular meeting of the Board of Trustees the 16th day of December, 2025.

Mayor

ATTEST:

Interim Town Manager

**INTERGOVERNMENTAL AGREEMENT
FOR ELECTION SERVICES**

This Intergovernmental Agreement is entered into as of the ____ day of _____, 2025, between the Town of Breckenridge, Colorado ("Breckenridge"), the Town of Silverthorne, the Town of Dillon, the Town of Keystone, and the Town of Blue River (collectively, the "Towns").

WHEREAS, the Towns have determined it to be in the best financial interest of their citizens for the Towns to contract for the use of shared election-related equipment and services for the municipal elections set to take place April 7, 2026; and

WHEREAS, the Towns have identified a vendor, Clear-Ballot, to provide election-related equipment ("Equipment") and services ("Services") as set forth in Exhibit A; and

WHEREAS, Breckenridge is willing to enter into the master contract with Clear-Ballot and thereby be the conduit for the provision of Clear-Ballot's Equipment and Services to the Towns for their use in the conduct of their regular municipal elections in accordance with the terms of this agreement; and

WHEREAS, the Towns have agreed to split the cost of the Equipment and Services pursuant to an equitable fee schedule determined by the number of registered electors as set forth in Exhibit B; and

WHEREAS, by entering into this Agreement the Towns are not committing to any future election-related services beyond the 2026 municipal election cycle.

NOW, THEREFORE, in consideration of the above and in consideration of the benefits and obligations contained herein, and subject to the terms and conditions as are hereinafter set forth, the parties agree as follows:

A. RESPONSIBILITIES OF THE TOWN OF BRECKENRIDGE

The Town of Breckenridge ("Breckenridge") will do the following related to the conduct of the Towns' Municipal Elections to be held on Tuesday, April 7, 2026.

- 1. Enter into a master contract with Clear-Ballot** for the Equipment and Services.
- 2. House the vendor-provided Equipment** in a controlled, secured environment ("host site") and follow Colorado statutory protocols for secure storage of election equipment.
- 3. Make payment in full for the vendor contract** to be reimbursed by the Towns at the rates according to Exhibits A and B.
- 4. Coordinate the programming and testing of ballot tabulation equipment** with vendor support for accuracy by each Town tabulating "TEST" ballots on agreed upon dates between each Town and the vendor.

5. **Provide for the use of election equipment and software** by the Towns. Breckenridge will make available the Equipment and coordinate use of such Equipment amongst the Towns. Breckenridge staff will not assist other Towns in using or testing the Equipment provided by the vendor.
6. **Supplies:** Breckenridge will track supply usage and charge the Towns accordingly after the election cycle for any election-related supplies procured by Breckenridge either for the individual use of the Towns or as required for Breckenridge's compliance with its responsibilities under this IGA.

B. RESPONSIBILITIES OF THE TOWNS

The Towns are responsible for ensuring that their Municipal Elections are conducted in compliance with all applicable laws, regulations, and rules, including but not limited to the Colorado Municipal Election Code (C.R.S. §31-10-101, et seq.) and for the following election-related duties associated with such Municipal Election to be held on Tuesday, April 7, 2026.

1. **Sign the individual Town Participation Agreement with Clear Ballot**
2. **The Town Clerk serves as Designated Election Official ("DEO")** of their respective Municipal Election. The Town Clerk must give advance notice to Breckenridge and the vendor if the Town Clerk as DEO will be absent during the election cycle and must provide the name and contact information of the person appointed to make decisions in the Town Clerk's absence.
3. **DEO, election judges and other designated staff** of each Town will work with the vendor to become trained in Equipment and system use.
4. **Certify ballots pursuant to state law.**
5. **Establish and conduct all administrative functions** necessary to conduct a compliant election, including, but not limited to, utilizing secure ballot handling protocols and chain of custody logs when transporting ballots to the host site for tabulation. All Towns' staff will be trained in Equipment use by the vendor and will be expected to use the Equipment for their own election ballot processing and tabulation.
6. **Prepare All Ballots:** Each Town is responsible for printing, preparing, proofing, tallying and ordering of "OFFICIAL" ballots; "TEST" ballots and "SAMPLE" ballots.
 - a. **Test Ballot Preparation:** Prior to election night, each Town must utilize the Equipment to vote "TEST" ballots, hand count and record a tally of votes cast. "TEST" ballots, along with the hand tally record shall be brought to the Equipment at the host site for testing by each Town as scheduled.
7. **Provide staff and election judges to tabulate ballots** on Election night and to remain present for the duration of their Town's ballot tabulation. Each Town is responsible for tabulating its own ballots.
8. **Delivery of ballots to the election Equipment and remaining present with ballots** on Election night during tabulation.

9. **Immediate and secure removal of ballots** from the host site for individual Town retention after tabulation is complete.
10. **Appoint Canvass Board** and prepare the "OFFICIAL" Abstract of Votes.
11. **Reimburse Breckenridge** for costs of services and supplies provided by Breckenridge in the maximum amounts set forth in Exhibit B. Such payment(s) shall be made to the Town of Breckenridge. Payment(s) for the Services shall be made within thirty days from receipt by the Towns of invoices from Breckenridge. An outline of the fees for the Equipment and Services and additional supplies is attached as Exhibit A.
12. **Preserve individual election records** for a period mandated by statute, including election results and who voted reports.

C. GENERAL PROVISIONS

1. The parties understand and agree that:
 - a. The Towns are solely responsible for conducting the subject election and ensuring that the election is conducted in accordance with all applicable laws, regulations and rules.
 - b. Breckenridge's role to assist the Towns in the conduct of their elections is limited to storing and securing the election Equipment at the host site for ballot tabulation, as well as entering into the contract for the vendor and paying the vendor's fee.
 - c. The Towns will not and shall not request that Breckenridge perform any services on the Towns' behalf regarding the subject election that are of a discretionary nature.
 - d. The parties have not intended to make or made any delegation to Breckenridge of the Town's responsibilities regarding the conduct of the subject election in accordance with all applicable laws, rules and regulations.
 - e. To the extent permitted by law and subject to the limits of liability established from time to time by the Colorado Governmental Immunity Act (Section 24-10-101, et seq., C.R.S.), the Towns shall indemnify and hold Breckenridge, its elected officials, employees, agents and volunteers, harmless for all claims, demands, judgments and causes of action arising out of this Agreement, including without limitation Breckenridge's reasonable performance of its responsibilities under this agreement; provided, however, Towns shall have no obligation under this subparagraph E to the extent any such claim, demand, judgment or cause of action arises through: (i) the reckless or intentional wrongful act of Breckenridge, its elected officials, employees, agents, or volunteers, or (ii) Breckenridge's breach of its obligations under this agreement.
2. The parties expressly rely upon and do not waive the protections and limitations of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as it may be amended from time to time.
3. The parties represent that each has the authority to enter into this agreement according to applicable Colorado law, Home Rule Charters and Ordinances, and each represents that the terms and conditions hereof are not in violation of any agreement into which it has previously entered.
4. The agreements and covenants as set forth herein shall be binding upon the Parties, their heirs, successors, and assigns.

5. This agreement and any exhibits hereto represent the entire understanding between the Parties regarding the subject matter herein, and no other agreement, oral or written, made prior to the date of this agreement, which conflicts with the terms of this agreement shall be valid as between the parties.
6. This agreement shall not be modified except in writing executed by all Parties hereto.
7. The failure of either Party to exercise any of its rights under this agreement shall not be a waiver of those rights. A Party waives only those rights specified in writing and signed by the Party waiving such rights.
8. This agreement shall be interpreted in all respects in accordance with the laws of the State of Colorado. For the resolution of any dispute arising from this agreement, venue shall be in the courts of Summit County, Colorado.
9. In case one or more of the provisions contained in this agreement shall be declared invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions of this agreement shall not in any way be affected or impaired thereby.
10. It is the intent of the parties to this agreement that they be and remain the sole beneficiaries of this agreement and no other person or party shall be entitled to claim benefits or damages or bring suite or other proceeding against the Towns or Breckenridge because on any term contained in this agreement.
11. In the event that, after execution of this IGA, a Town cancels its election for any reason, the Town shall be responsible for reimbursing Breckenridge for the Town's share of the costs of the Equipment and Services as set forth in Exhibit B.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement to be effective the day and year first set forth above.

TOWN OF BRECKENRIDGE

TOWN OF SILVERTHORNE

By: _____
 Kelly Owens, Mayor

By: _____
 Ann-Marie Sandquist, Mayor

ATTEST:

ATTEST:

By: _____
 Mae Watson, Town Clerk

By: _____
 Joy Rosales, Town Clerk

TOWN OF DILLON

By: _____
Carolyn Skowyra, Mayor

ATTEST:

By: _____
Adrienne Stuckey, Town Clerk

TOWN OF KEYSTONE

By: _____
Ken Riley, Mayor

ATTEST:

By: _____
Maddy Sielu, Town Clerk

TOWN OF BLUE RIVER

By: _____
Steven G. Rabe, Interim Town Manager

ATTEST:

By: _____
John DeBee, Deputy Town Clerk

Exhibit A – SERVICES

Clear Ballot has provided a quote in the total amount of \$32,500 for the provision of “Election as a Service.” This service package includes ballot programming and design; use of a Ricoh high-speed central ballot scanner; use of Clear Vote peripherals and software; two (2) days of onsite election support; coordination with the ballot printing vendor; and project management and implementation services. The Town of Breckenridge will enter into the contract with Clear Ballot and will remit the full \$32,500 payment. The participating Towns agree to reimburse the Town of Breckenridge for their respective cost shares, as set forth in the fee schedule in Exhibit B, within thirty (30) days of receipt of invoices from the Town of Breckenridge. The fee schedule does not include any additional costs incurred by the Town of Breckenridge in connection with this election that may be subject to reimbursement by the participating Towns.

Exhibit B - FEES

Town	Percent of Total Cost	Cost
Breckenridge	40%	\$13,000
Silverthorne	32%	\$10,400
Keystone	11%	\$3,575
Dillon	10%	\$3,250
Blue River	7%	\$2,275
Totals	100%	\$32,500

In addition to the above fees, the towns will reimburse Town of Breckenridge any additional costs incurred by the Town of Breckenridge in connection with its performance under this IGA for items not included in the scope of Equipment or Services provided by the vendor, such as but not limited for equipment seals, boxes, etc. up to a not-to-exceed amount of \$200 per town.

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES is made this 18th day of November, 2025 between the TOWN OF BLUE RIVER, a Colorado municipal corporation ("Town"), and Kathy Neel ("Contractor").

WHEREAS, the Town desires that Contractor perform municipal election services as an independent contractor, in accordance with the provisions of this Agreement; and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties desire to set forth certain understandings regarding the services in writing.

In consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. Scope of Agreement. Contractor agrees to act as the Designated Election Official for the Town of Blue River under the terms of this Agreement. Contractor warrants and represents that she has the requisite capacity, experience, and expertise to perform the services in compliance with the provisions of this Agreement and all applicable laws.

2. Consideration. In consideration of the services to be rendered by Consultant, the Town shall pay Consultant \$60.00 per hour for time spent engaged in Town business. Consultant shall also be entitled to reimbursement of expenses while engaged with the Town for business purposes related to this Agreement, including reimbursement for mileage at the current Federal mileage rate (\$.70 as of 1/1/2025). Consultant shall submit an invoice in accordance with the deadline established by the Town for time spent which details the services performed and other expenses. These statements will be due and payable by the Town within thirty (30) days after submission.

3. Scope of Services. As the Designated Election Official, Consultant shall perform, but not be limited to, the following for the upcoming regular municipal election: 1) oversees candidate nominations; 2) selection and appointment of election judges; 3) ballot certification; 4) the ordering of equipment and supplies; 5) public notification and education; 6) ballot tabulation; and 7) election certification.

4. Term. This Agreement shall commence on or before December 1st, 2025 and extend month-to-month for a period of up to six (6) months.

5. Status. It is expressly agreed and understood by and between the parties that Consultant is an independent contractor, and as such, Consultant is not a Town employee and is not entitled to payment or compensation from the Town or to any fringe benefits to which other Town employees are entitled other than as set forth herein. As an independent contractor, Consultant further acknowledges that she is solely responsible for the payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, Consultant will not make any claim, demand of application to or for any right or privilege applicable to any officer or employee of the Town, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement.

6. Professional Responsibility. Consultant is obligated to comply with applicable standards of professional care in the performance of all Services. Consultant shall also comply with the rules, policies and laws of the Town of Blue River and, when not in conflict, with the laws of the State of Colorado.

7. Indemnity. For the purposes of protecting the Town, the Town will be responsible to provide and pay for all appropriate bonding and liability coverage, if any, for actions taken by Consultant when performed within the scope of his services as Consultant. Further, the Town agrees to pay all reasonable litigation expenses of Consultant throughout the pendency of any litigation to which Consultant is a witness for or advisor to the Town or a party in any matter in which Consultant is sued based upon his performing duties to the Town pursuant to this Agreement. Such expense payments shall continue beyond the Consultant's service to the Town as long as litigation is pending. Further, the Town agrees to pay Consultant reasonable consulting fees and travel expenses when Consultant serves as a witness, advisor or consultant to the Town regarding pending litigation.

8. Entire Agreement. The text of this Agreement constitutes the entire agreement between the parties. Any representations, statements, promises or understanding not contained herein shall be of no continued force, effect or validity. All prior agreements between the parties hereto, whether written or oral, shall be superseded by this agreement, which shall not be modified except by written agreement, signed by the parties to be bound thereby.

9. Severability. The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provisions hereof and this Agreement shall remain in full force and effect except as to such invalid provision.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this ____ day of December, 2025.

TOWN OF BLUE RIVER, COLORADO

By: _____
Steven G. Rabe, Interim Town Manager

CONTRACTOR

By: _____
Kathy Neel

TOWN OF BLUE RIVER

TASK LIST

TOWN MANAGER

December 11, 2025

TASK NUMBER	TASK	PRIORITY	BACKGROUND	WHO WILL HANDLE	LAST DATE ADDRESSED	STATUS	TO DO	ESTIMATED COMPLETION
1	2026 Budget	High	Prepare a Preliminary 2026 Budget for BOT review and facilitate the preparation and filing of the official Budget in accordance with Local Government Finance Laws	Interim BOT	12/11/2025	2026 Budget was approved by the BOT at their 11/18/2025 meeting	File certification of tax levies. File Budget w/DOLA	12/31/2025
2	Town Manager Search Process	High	Facilitate the Board's selection process for a full-time replacement of the Town Manager position	Interim BOT	12/8/2025	Conducted semi-finalist interviews. Conducting reference checks.	BOT to name finalists at their 12/16/2025 meeting	2/10/2026
3	Beetle Kill Grant	Medium	Administer 2025 Summit County Wildfire Grant Program	Interim Staff Contractors Property Owners	10/14/2025	Process payments	Possibly close out project and request reimbursement based on Grant guidelines	12/31/2025
4	Town Clerk/Treasurer Position	Medium	Create Clerk/Treasurer position, in accordance with Municipal Code and determine qualified individual for the position	Interim BOT	9/4/2025	Review Municipal Code for description of duties	Prepare job description for BOT approval	On-Hold
5	Code Enforcement Issue	High	Work with BOT and staff to create processes to handle violations of the Municipal Code	Interim BOT Staff Attorney	12/1/2025	Considering two (2) individuals for the position	Refining job description	1/1/2026
6	Short-Term Rental Regulations	High	Implement Short-Term Rental Regulations, once approved	Interim BOT Staff Attorney	12/11/2025	Implementing Regulations	Staff to issue renewals/new licenses	12/31/2025

TOWN OF BLUE RIVER

TASK LIST

TOWN MANAGER

December 11, 2025

TASK NUMBER	TASK	PRIORITY	BACKGROUND	WHO WILL HANDLE	LAST DATE ADDRESSED	STATUS	TO DO	ESTIMATED COMPLETION
7	Transition Items	Medium	Assure that all accounts, websites, etc., have removed the former Managers credentials and re-establish Usernames/Passwords as necessary	Interim	10/14/2025	Going through password list provided by former Manager		Done
8	Replat - Siddons	Medium	Process application and facilitate the approval of the replat for the applicant	Interim Attorney P&Z BOT?	9/25/2025	Awaiting completed application from applicant		On-hold
9	BOT Compensation	Low	Provide compensation review of salaries for BOT	Interim BOT Attorney	10/8/2025	Received login credentials from CML		3/17/2026
10	Personnel Policy	Medium	Review current Personnel Policy for areas that may need correction/amendment based on conversations with Town Attorney	Interim BOT Attorney	11/18/2025	Reviewing Vacation Policy	Propose changes to vacation policy at the 1/20/2026 BOT meeting	1/20/2026
11	Broadband Project	Medium	Town has contracted with NEO Connect to conduct a feasibility study and preliminary design for improved broadband services within the Town	Interim Breckenridge County San. Dist. Contractor	11/12/2025	Instructed NEO to proceed with final phase		4/1/2026
12	Municipal Code	Medium	Chief Close is reviewing the Code to determine, enforcement-wise, whether revisions or amendments are necessary for enforcement	Interim Staff BOT Attorney	11/2/2025	Chief Close has submitted a list of suggestions		
13	Comcast Franchise	Low	Assist in getting expired franchise agreement with Comcast renewed	BOT Attorney	12/11/2025	Comcast has agreed to the proposed franchise agreement	BOT to consider franchise agreement at their 12/16/2025 meeting	12/31/2025

TOWN OF BLUE RIVER

TASK LIST

TOWN MANAGER

December 11, 2025

TASK NUMBER	TASK	PRIORITY	BACKGROUND	WHO WILL HANDLE	LAST DATE ADDRESSED	STATUS	TO DO	ESTIMATED COMPLETION
14	BOT Spring Election	High	Coordinate the conduct of the Town's election in April 2026	Interim Deputy Kathy Neel	12/10/2025	Entered into an Agreement with Kathy Neel for election services. Updating Voter Magic. Coordinating election with other towns in Summit County	BOT to consider Resolution approving mail ballot and appointing DEO at their 12/16/2025 meeting	4/30/2026
15	Body Cam Switchout	High	Assist BRPD in the changeout of their current system to a new Vendor	Interim Chief BOT	11/26/2025	New equipment has been delivered and BRPD is currently testing	BRPD to receive training and then implement new system	1/1/2026
16	Building Code Updates	Medium	The Board and P&Z has previously discussed the requirement to update the current ICC Codes	Interim Attorney P&Z BOT Bldg Off	12/9/2025	Building Official has presented proposed changes for review	Present as discussion item at the January P&Z meeting	4/1/2026



BLUE RIVER POLICE DEPARTMENT

0110 Whispering Pines Circle

Blue River, CO 80424

(P) 970-547-0545 | info@townofblueriver.org



End of Month Report: November 2025

Calls for Service

Total number of a calls: 82

Top 10 calls as follows:

Traffic Stop	43
Parking Violations	5
Information Requests	5
Reckless Driver	5
Verbal Disagreement	3
Trespass	3
Medical	2
Gas Odor	2
Motorist Assists	2
Domestic	1

Summary: No motor vehicle accidents in November likely contributed to reduced speed limit and better driving conditions seasonally. As holidays and ski season approach the type of calls shifts.

Arrests: 2 = 2 – misdemeanor

Motor Vehicle Crash: 0

DUI: 1

Citations Issued

Municipal = 10

County = 2

Current Administrative Focus

- Axon – Body worn camera hardware arrived, and initial set up began. The department plans on implementing new system as early in January 2026 as possible.

Report prepared by:
Chief, David Close