

City Council

Study Session Agenda

January 15, 2013
Louisville Public Library, 1st Floor Meeting Room
951 Spruce Street
7:00 PM

- | | |
|------------------|---|
| 7:00 p.m. | I. Call to Order |
| 7:00 – 7:45 p.m. | II. Overview of Compensation and Benefits |
| 7:45 – 8:30 p.m. | III. Discussion – Program Budget Options |
| 8:30 – 8:45 p.m. | IV. Update – Expiration of Comcast Cable Franchise |
| 8:45 – 8:55 p.m. | VI. City Manager's Report
a. Advanced Agenda |
| 8:55 – 9:00 p.m. | VII. Discussion Items for Next Study Session on
January 29, 2013 and Identification of Future
Agenda Items |
| 9:00 p.m. | VIII. Adjourn |

SUBJECT: OVERVIEW OF COMPENSATION AND BENEFITS

DATE: JANUARY 15, 2013

PRESENTED BY: KATHLEEN HIX, HUMAN RESOURCES MANAGER

SUMMARY:

In the fall of 2012, City Council requested information and an overview on the City's compensation practices along with a summary of the benefits offered to employees as part of the City's total compensation package. The presentation will cover the following topics:

1. Pay Philosophy
2. Labor Market Information
3. Annual Data Analysis
4. Pay Plan
5. Pay Practices
6. Current Benefits Package
 - a. Full time employees
 - b. Part time employees
 - c. Seasonal employees
7. Future focus for compensation and benefits

The attached 2013 Benefits Summary provides a quick overview of the benefits offered to employees while the 2013 Benefits Guide provides complete details including costs by enrollment level (single, employee + children, employee + spouse, or family) and by type of plan (Health, Dental, Vision etc.).

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

ATTACHMENT(S):

1. Presentation
2. 2013 Benefits Summary
3. 2013 Benefits Guide

City
of
Louisville

Overview
of
Compensation
and
Benefits 2013

1

Agenda

Compensation

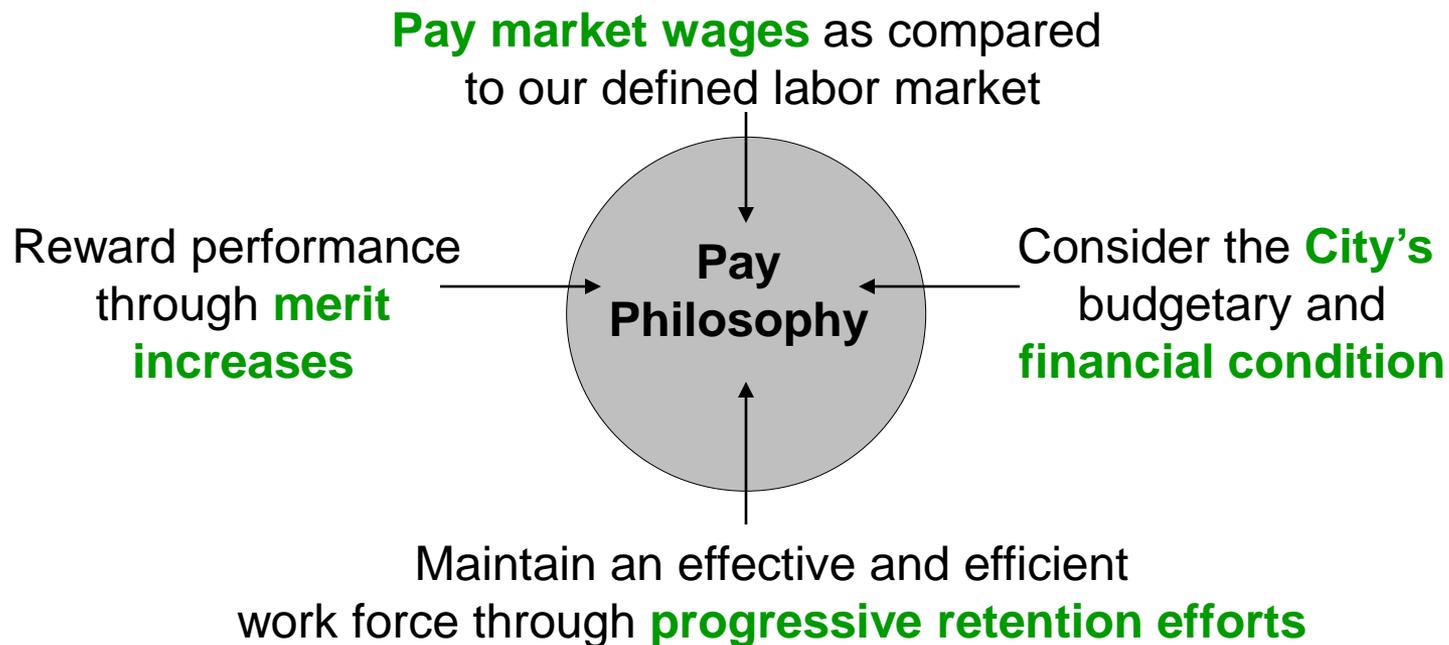
- Pay Philosophy
- Labor Market Information
- Annual Data Analysis
- Pay Plan
- Pay Practices

Benefits

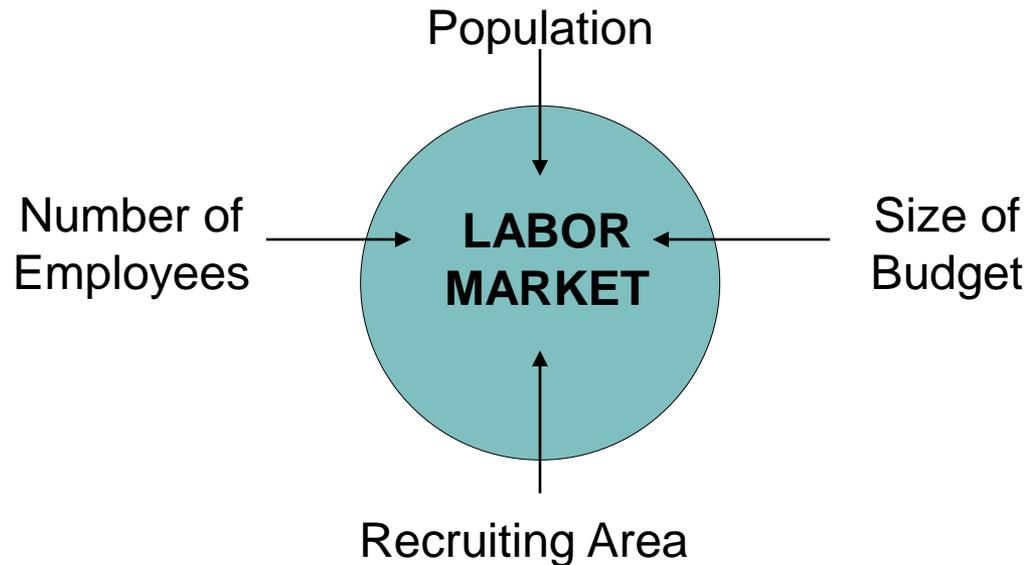
- Full time employees
- Part time employees
- Seasonal employees

- Future focus

City of Louisville's Pay Philosophy



City of Louisville's Labor Market



City of Louisville's Labor Market

	Population*	# of Full Time Equivalents *	Budget*	Recruiting Area*
Brighton	30,000	240	N/A	Yes
Broomfield	57,864	600	\$125,924,181	Yes
Commerce City	46,000	338	\$57,600,674	---
Englewood	30,255	455	\$40,949,793	---
Erie	18,500	147	\$29,815,000	Yes
Golden	18,000	200	\$65,500,000	Yes
Lafayette	25,677	179	\$44,486,275	Yes
Littleton	43,000	394	\$47,533,070	Yes
Longmont	87,850	808	\$226,700,000	Yes
Louisville	18,376	190	\$29,900,000	Yes

*Data as self reported by cities from Colorado Municipal League (CML)

? City of Louisville's Labor Markets ?

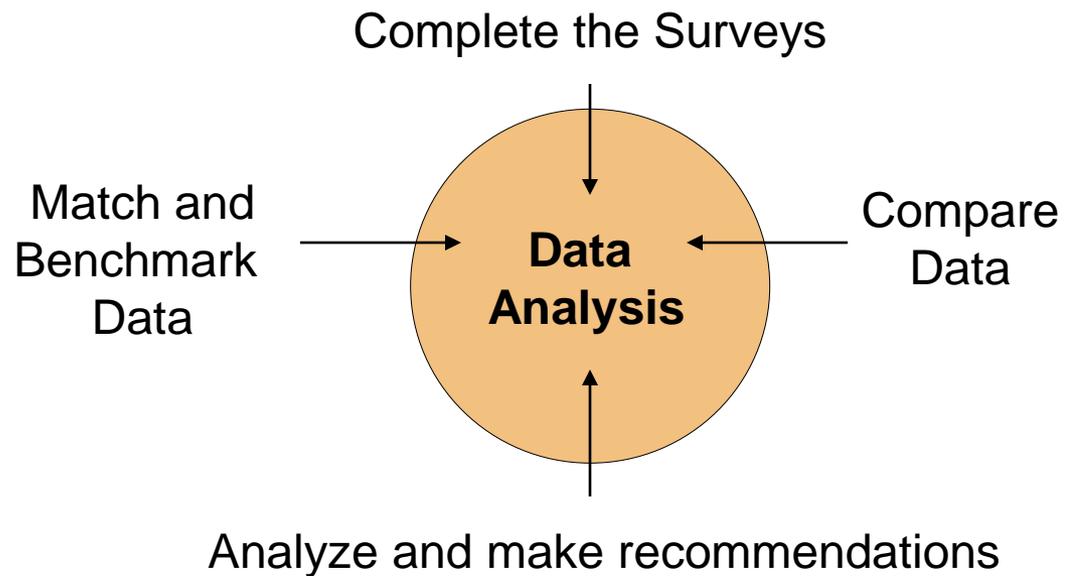
	Population*	# of Full Time Equivalents*	Budget*	Recruiting Area
Boulder	97,763	1,200	\$231,030,000	?
Westminster	109,353	910	\$202,956,178	?
Thornton	120,147	802	\$89,416,137	?
Arvada	103,000	660	N/A	?

* Data as self reported by cities from Colorado Municipal League (CML)

City of Louisville employees by zip code

Zip Code data as of July 2012			
City	Number of Employees	City	Number of Employees
Arvada	7	Johnson Village	1
Aurora	1	Johnstown	2
Berthoud	2	Lafayette	31
Broomfield	28	Longmont	9
Boulder	20	Louisville	149
Brighton	11	Loveland	1
Colorado Springs	1	Littleton	4
Dacono	1	Mead	1
Elizabeth	1	Rodchester/Birmingham, MI	2
Englewood	2	Niwot	4
Erie	16	Northglenn	4
Evans	1	Thornton	16
Ft. Lupton	2	Weld County	1
Firestone/Frederick	3	Westminster	8
Henderson	1	Wheat Ridge	1
Subtotal	97	Subtotal	234
	Grand Total	331	

Data Analysis



Surveys:

- Colorado Municipal League (CML)
 - Tech Net Software
 - October 2012 meeting for 2013 surveys
 - January & February data input for current year salaries and benefits

- Mountain States Employers Council (MSEC)
 - Salary Surveys:
 - Public Libraries
 - Information Technologies
 - Public Employers
 - Benefits
 - Markets/merits/Pay Practices
 - January meeting for 2013 surveys

Chief Building Official

City Classification Title:	Chief Building Official				
CML Title:	Chief Building Official	MSEC Title: Chief Building Official			
CML Job ID:		MSEC Job ID:			
Position Narrative:					
Performs technical administrative duties; supervises, trains, and monitors work of the building inspectors; evaluates performance of the building inspectors. Checks construction plans for compliance with codes. Performs inspections for zone and yard location, footing and foundation, frame, wiring and plumbing to insure compliance with building codes and ordinances. Handles building inspection questions of a technical nature. Develops building inspection budget. Prioritizes and assigns work to the building inspectors. Monitors budget expenditures on a frequent basis. Minimum Qualifications may include graduation from a high school plus two years of specialized training or an associate degree and five to seven (5-7) years of experience in one or more of the construction trades or any equivalent combination of education and experience; must be ICBO certified.					
Jurisdiction	Title	Min	Mid	Max	Comments
Brighton	Chief Building Official	\$65,404	\$77,500	\$89,596	
Broomfield	Bldg Plan Review & Inspection Supervisor	\$57,616	\$68,692	\$79,768	
Commerce City	Building Official	\$75,132	\$93,915	\$112,698	
Englewood	Chief Building Official	\$77,676	\$89,328	\$100,979	
Erie	Chief Building Official	\$68,074	\$81,820	\$95,565	
Golden	Chief Building Official	\$67,200	\$84,000	\$100,800	
Lafayette	Building Official	\$66,469	\$79,762	\$93,056	
Littleton	Director of Codes and Inspections	\$81,469	\$89,616	\$97,763	
Longmont	Chief Building Official	\$73,512	\$88,218	\$102,924	
	Median	\$68,074	\$84,000	\$97,763	
	Average	\$70,284	\$83,650	\$97,017	
Louisville	Chief Building Official	\$72,508	\$83,366	\$95,888	
Pay Increase of our rate at market:		-\$2,224	\$284	\$1,129	
Percentage Increase of our rate at market:		-3.07%	0.34%	1.18%	
Current Pay Grade:	L48				
2013 Recommendation:	NO CHANGE				

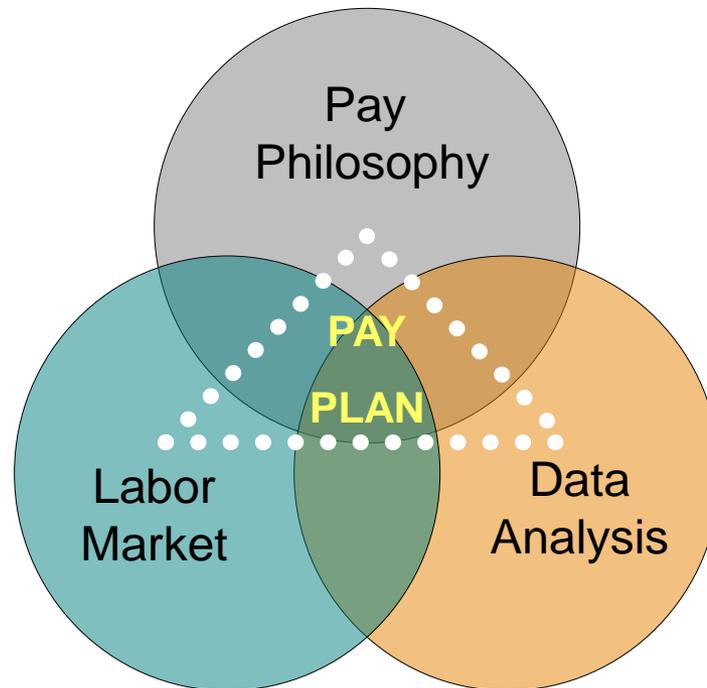
Police Records Technician

City Classification Title:	Records Technician				
CML Title:	Records Clerk	MSEC Title:	Police Records Clerk		
CML Job ID:		MSEC Job ID:			
Position Narrative:					
<p>Performs working level clerical support functions; receives and maintains all reports an records for police office. Receives and processes incoming and outgoing criminal papers. Reviews, types, and files correspondence and a variety of forms for police officers; records, logs and stems incoming warrants and other civil papers. Takes and records complaints of theft, accidents, family disturbances, crimes and other emergency situations. Prepares monthly crime report for submission to State of State. Minimum Qualifications may include graduation from high school and two (2) to three (3) years related experience in office practices and procedures.</p>					
Jurisdiction	Title	Min	Mid	Max	Comments
Brighton	Records Clerk	\$33,758	\$40,008	\$46,259	
Broomfield	Records Specialist	\$35,464	\$41,725	\$47,986	
Commerce City	POLICE SERVICES TECHNICIAN	\$34,434	\$39,892	\$45,349	
Englewood	Records Management Specialist	\$35,443	\$40,758	\$46,072	
Erie	Records Clerk	\$32,109	\$36,928	\$41,748	
Golden	Police Records Clerk	\$28,700	\$34,400	\$40,100	
Lafayette	Sr. Police Records Tech	\$31,826	\$37,395	\$42,965	
Littleton	Records Clerk	\$33,544	\$36,898	\$40,253	
Longmont*	Police Services Technician	\$29,796	\$35,754	\$41,712	
	Median	\$33,544	\$37,395	\$42,965	
	Average	\$32,786	\$38,195	\$43,605	
Louisville	Records Technician	\$31,824	\$36,587	\$42,078	
Pay Increase of our rate at market:		\$962	\$1,608	\$1,527	
Percentage Increase of our rate at market:		3.02%	4.40%	3.63%	
Current Pay Grade:	L27	\$31,824	\$36,587	\$42,078	
2013 Recommendation:	Move 1 grade to L28	\$33,092	\$38,043	\$43,763	

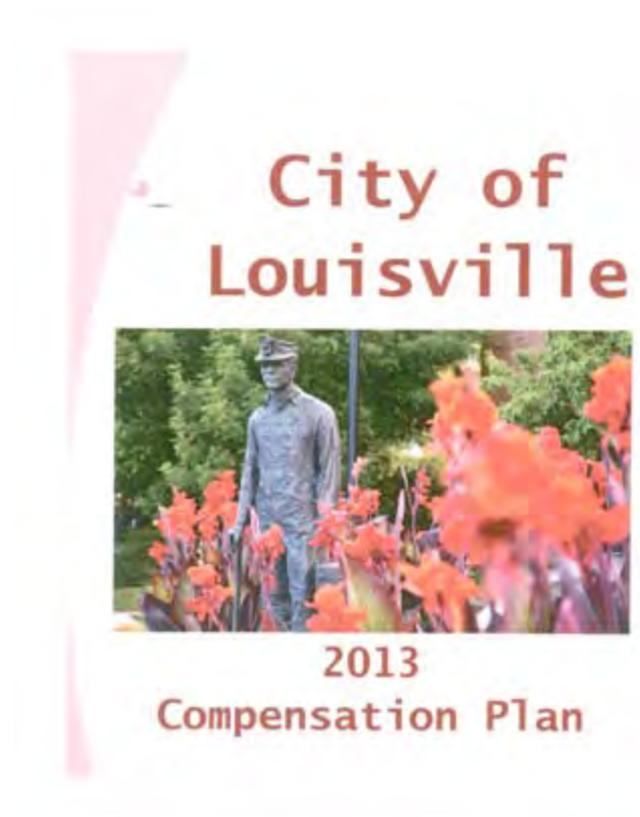
Pay Recommendations to City Manager

- Market Adjustments = \$96,500
 - Merits (1%, 2%, 4%) = \$250,395
 - PLB Day = \$28,665
 - Max of Range = \$31,500
 - Police Department merits (5%) = \$37,703
 - Part-Time 1% increases = \$46,427
- TOTAL recommended for 2013 = \$491,190**

City of Louisville's Pay Plan



2013 City of Louisville Pay Plan



WWW.Louisvilleco.gov

Employment Info
Pay Plan

Pay Practices

- Merit increases given based on performance
 - Meets = 1%
 - Exceeds = 2%
 - Outstanding = 4%
- Part time employees = 1% increase
- **NEW in 2013!** – Max of Range options
- Bonuses available based on recommendations from Department Directors (Range of \$100 - \$500)

Benefits – Full time employees

- Work 30+ hours per week
- Health – Kaiser Permanente
- Dental – Delta Dental – **Increased benefit in 2012**
- Vision –VSP
- Flexible Spending
- Life and Disability Insurance – **Increased life benefit in 2012**
- Retirement Plans
 - Mandatory 401(a)
 - **NEW in 2013!** Added additional .5% to employees' 401(a)retirement plan
 - Voluntary 457
 - Voluntary Roth IRA- **Added payroll deduction option in 2012**
 - Retiree Health Savings for Directors and Police Commanders – **NEW in 2012**

Benefits – Full time employees

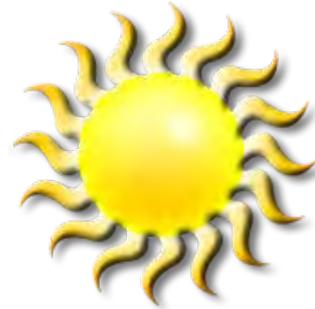
- Work/Life Balance Benefits
 - Computer Loan Assistance
 - Employee Assistance program
 - Extended Illness Bank
 - Family Bereavement Leave
 - Personal Leave Bank
 - **NEW in 2012!** - One additional Holiday: Dec 24
 - Recreation Center Membership
 - Wellness Program – **Increased incentive payout in 2012**
 - Tuition **Reimbursement-Increased benefit for 2013**
- Optional Supplemental Insurance
 - Colonial Life
 - Legal Shield

Benefits – Part Time Employees

- Working 29 hours or less per week
- **NEW for 2013!** Personal Leave Bank (PLB) pro-rated on hours worked and length of time with City.
- Recreation Center Membership fee paid by the City, employees must pay applicable taxes.
- Merit Increases of 1% for all part-time employees

Benefits – Seasonal Employees

- Seasonal/ Summer Staff
 - Parks Maintenance staff
 - Memory Square Lifeguards
 - Summer Day Camp Staff
- **NEW in 2012!** Recreation Center Membership fee paid by the City, employees must pay applicable taxes.



Future Focus

Health Care Reform for 2013:

- Flexible spending reduced to \$2500
- Exchange notices to all employees due by March 1, 2013
- Elimination of Medicare Part D subsidy tax advantage
- Patient-centered outcome research fee on health insurers and sponsor of self-funded plans
- 0.9 percent increase in Medicare tax for employees earning at least \$200,000, affecting withholding and W-2 forms.

Health Care Reform for 2014:

- Individual Mandate
- Exchange Coverage
- Employer “pay or play” mandate
- Waiting periods limited to 90 days
- No pre-existing condition exclusions, regardless of age
- Section 6056 IRS Reporting for large employers, of at least 50 full time employees, presumably to verify individual mandate and pay or plan information

Future Focus

Health Care Reform for 2014:

- Increased wellness incentives to 30 percent of the cost of premiums to workers in wellness programs
- Cost sharing limits of \$5950 for individual coverage or \$11,900 for family coverage
- Deductible limits of \$2000 for individual coverage or \$4000 for family coverage

Other:

- Succession Planning
- Leadership Development
- Career Advancement
- Staffing Levels
- Employee Survey



2013 EMPLOYEE BENEFITS SUMMARY

The City of Louisville offers a generous benefit package. Benefits are offered to all Tier 1 (full-time /72-80 hours bi-weekly) and Tier 2 (benefited part-time / 60-70 hours bi-weekly) employees as part of each employee's total compensation package with the City. Tier 2 benefits are pro-rated and employees may share in a portion of the cost of the coverage depending on the specific benefit.

Health Insurance	Employees may choose one of the following two medical plans through Kaiser Permanente: HMO or HDHP – HSA.
Dental Insurance	Dental coverage is provided through Delta Dental.
Vision Care	Vision coverage is provided through Vision Service Plan (VSP).
Flexible Spending Accounts	Employees may set aside a portion of their salary for child/dependent care and non-reimbursed medical, dental, vision expenses, and non-paid insurance premiums, on a tax-free basis.
Disability Coverage	The City provides short-term and long-term income replacement when you cannot work.
Life Insurance	The City provides term life insurance coverage from Lincoln Financial for all eligible employees at 2 ½ times their salary, up to \$300,000.
Retirement Plans	<p><u>401(a)</u> : Employees are required to contribute 5.0% of their base salary, tax deferred, each pay period into a 401a account with ICMA. The City contributes 5.5% of your base salary.</p> <p><u>457</u>: Employees may voluntarily contribute to a 457 account with ICMA. This is an additional way to save money for retirement on a pre-tax basis.</p> <p><u>Roth IRA</u>: Employees may voluntarily contribute to a Roth IRA account with ICMA. This is an additional savings vehicle that allows for the possibility of completely tax free earnings.</p>
Paid Leave Bank	Used for paid time away from work for vacation time, holidays, sick days, or personal business.
Extended Illness Bank	Provides leave time for situations that qualify for FMLA and extends beyond 40 working hours.
Computer Loans	After one year of service, employees may borrow interest free, up to \$2,400 to purchase a personal computer.
Wellness Program	Incentive for participation in the City's structured Wellness Program and a complimentary membership to the Louisville Recreation Center (may be subject to taxes).
Tuition Reimbursement Program	After one year of service, employees may apply for reimbursement for a portion of tuition for college-level courses of study.
Employee Assistance Program	Confidential, short-term counseling and referral system for employees and their families.
Legal Shield	Provides legal service at a reasonable cost for employees.
Direct Deposit	The City requires all employees to deposit his/her pay into the banking institution of his/her choice via Electronic Funds Transfer (EFT).

HEALTH CARE OPTIONS

Health insurance is effective the first day of the month following the employee's date of hire. Employees may choose among two plans from Kaiser Permanente. Coverage under the health programs may include you, your spouse and any unmarried dependent children to age 26.

- **Kaiser HMO:** This is a standard HMO plan, whereby employees use Kaiser-approved hospitals and facilities and Kaiser doctors.
- **Kaiser HDHP with HSA:** This is a high-deductible health plan with a health savings account. You pay only for the care you need, when you need it, at 100% of the cost until the deductible is reached and after that, all care is covered at 100%. The City may contribute to your HSA depending on your level of coverage.

DENTAL INSURANCE

The City of Louisville provides Delta Dental. Dental insurance is effective the first day of the month following the employee's date of hire. To see the list of approved dentists, go to www.deltadentalco.com and click on Dentist Search, then Delta Premier Plan as linked below.

Under the Delta Dental Premier Plan, you will be able to visit any dentist in the Delta Premier Network. There is a \$50 annual deductible for all procedures, except for preventive procedures, and the annual maximum allowed per individual is \$1,500.00. By using a network dentist you will receive advantages that make your benefit dollars go farther.

VISION CARE

Vision coverage is provided through Vision Service Plan (VSP). Vision insurance is effective the first day of the month following the employee's date of hire. Employees must obtain services from a VSP contracted doctor to qualify for the benefit. There is a \$10 exam co-payment and a \$25 material co-payment. A wide selection of frames, lenses, and medically necessary contact lenses are covered in full.

FLEXIBLE SPENDING ACCOUNTS

By putting money into a flexible spending account, you can pay, IRS approved, health and day care expenses with pretax dollars. This means that you do not pay federal or state income taxes on the money that you put aside for these expenses for the year. Employees may set aside \$2500 per plan year for medical expenses and \$5000 for dependent care expenses.

LONG & SHORT TERM DISABILITY INSURANCE (LTD & STD)

The City provides this coverage through Lincoln Financial Group for eligible employees who have completed at least one year of service. The STD benefit provides 67% of pay to a maximum of \$950/week for up to 13 weeks. All accrued PLB and EIB must be used before STD is paid. LTD provides 60% of pay to a maximum to \$7,000 per month.

LIFE INSURANCE

The City provides term life insurance coverage from Lincoln Financial Group for all eligible employees at 2 ½ times their salary, up to \$300,000 immediately upon hire. Eligible immediate dependent family members are covered for \$2,500 for a spouse and \$2,500 for each child. The policy also includes Accidental Death and Dismemberment coverage (AD&D). Supplemental life insurance is available for purchase from Colonial Life & Accident Insurance.

RETIREMENT PLANS

401(a) Plan:

Participation is mandatory and employees are required to contribute 5.0% of their salary, tax deferred, each pay period. The City contributes 5.5% of your base salary. Vesting occurs at the rate of 50% after 1 year of employment and 100% after 2 years of employment. The International City/County Management Association-Retirement Corporation (ICMA-RC) administers this plan.

457 Deferred Compensation Plan:

The 457 plan is voluntary plan administered by ICMA-RC. It is tax-sheltered, supplemental retirement/pension plan that allows employees to defer up to \$17,500 per year or a maximum of 100% of their pre-deferral taxable income, or whichever is less.

Roth IRA Plan:

The Roth IRA plan is a voluntary plan administered by ICMA-RC. It is a savings vehicle with tax advantages to complement your other employer retirement plan(s). The IRA has lower contribution limits, flexible withdrawal rules and the earnings may be tax free if you've held the IRA for more than 5 years and are over age 59 ½.

PERSONAL LEAVE BANK (PLB)

PLB is established to provide for paid time away from scheduled work for vacation time, holiday observances, sick leave, and personal business. Paid Leave Bank time shall accrue as follows:

Years of Service	Tier 1 Bi-weekly Accrual	Tier 1 Annual Accrual		Tier 2 Bi-weekly Accrual	Tier 2 Annual Accrual
1 - 3 years	8.31	216.06		7.27	189.02
4 - 5 years	8.93	232.18		7.81	203.06
6 - 10 years	9.85	256.10		8.62	224.12
11 - 14 years	10.46	271.96		9.15	237.90
15 + years	11.39	296.14		9.97	259.22

Paid Leave Bank time will be used when City operations are closed due to the observance of the following holidays:

- New Years Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Eve
- Christmas Day

EXTENDED ILLNESS BANK (EIB)

EIB provides leave time for situations that qualify for FMLA and extends beyond 40 working hours. Extended Illness Bank accrues at 2.15 hours for Tier 1 employees and 1.89 for Tier 2 employees per pay period beginning at your hire date, however; it may not be used until one year of service is has been completed. Forty hours of Paid Leave Bank time must be used before any EIB time may be used.

COMPUTER LOANS

The purpose of the Computer Loan Program is to assist employees, who have completed at least one year of service, with purchasing a new computer. The City offers employees the opportunity to apply for an interest-free loan of up to \$2,400 for the purchase of new personal computer and related peripheral equipment.

WELLNESS

The City offers an incentive for participation in the wellness program, Wellness Counts, sponsored by Kaiser Permanente.

The City of Louisville offers a complimentary Recreation Center membership for employees (may be subject to taxes). You may also sign up for a spouse or family membership at a discounted rate. Any additional membership may be paid for through payroll deduction.

TUITION REIMBURSEMENT PROGRAM

To provide employees with the skills necessary for advancement and career development, you may apply for reimbursement for a portion of tuition for college-level courses of study after the completion of one year of service with the City of Louisville.

EMPLOYEE ASSISTANCE PROGRAM

This program is a *confidential* counseling service to help employees and their families cope with varied personal or job-related problems. The program allows up to 5 visits per year, per employee and/or household members at no cost to the employee.

LEGAL SHIELD

Legal Shield offers City employees the following: preventive legal services, motor vehicle legal services, trial defense legal services, IRS Audit legal services, and other legal services for a cost of \$15.95 per month. This is a voluntary benefit and is paid for by the employee through payroll deduction.

DIRECT DEPOSIT

The City requires all employees to deposit his/her pay into the banking institution of his/her choice via Electronic Funds Transfer (EFT).



City of Louisville

2013 Benefits Guide





Our employees are our most valuable asset.

That's why at City of Louisville we are committed to a comprehensive employee benefit program that helps our employees stay healthy, feel secure, and maintain a work/life balance.

Stay Healthy

- Medical
- Dental
- Vision
- Flexible Spending Accounts
- Recreation Center Membership
- Wellness Program

Feeling Secure

- Disability Insurance
- Life and Accidental Death & Dismemberment
- Retirement Plans

Work/Life Balance

- Paid Leave Bank (PLB)
- Extended Illness Bank (EIB)
- Family Bereavement Leave
- Holidays
- Employee Assistance Program (EAP)
- Flexible Schedules

Contact Information

Refer to this list when you need to contact one of your benefit vendors. Plan documents and summaries are available on Outlook/Public Folders/Human Resources/Benefits. For more information on benefits or questions regarding this guide, contact Human Resources.

MEDICAL: _____ page 6

Kaiser Permanente
Group #5920
Customer Service: (303) 338-3800
www.kp.org

DENTAL: _____ page 8

Delta Dental – Premier Plan
Group #7562 Employee ID: Last 4 of SSN
1-800-610-0201
www.deltadentalco.com

VISION: _____ page 9

VSP – Signature Plan
Group #12059727
1-800-877-7195
www.vsp.com

FLEXIBLE SPENDING ACCOUNTS (FSA): _____ page 10

Planned Benefit Systems (PBS) a Wage Works Company
Customer Service: 1-800-800-0133 Employee Code: SSN w/ no dashes
Claims Fax Number: 303-221-2785 Employer Code: PBSCOL
www.pbs.us.com

LIFE & ACCIDENTAL DEATH & DISMEMBERMENT: _____ page 11

Lincoln Financial Group
Group #000010008469
Customer Service: 1-800-423-2765

SHORT TERM DISABILITY: _____ page 12

Lincoln Financial Group
Customer Service: 1-800-423-2765

LONG TERM DISABILITY: _____ page 12

Lincoln Financial Group
Group #000010008470
Customer Service: 1-800-423-2765

EMPLOYEE ASSISTANCE PROGRAM (EAP): _____ page 12

Mines & Associates
Customer Service: 1-800-873-7138 or 303-832-1068
www.minesandassociates.com

PRE-PAID LEGAL: _____ page 13

Pre-Paid Legal
Customer Service: 303-452-2673
www.prepaidlegal.com

RETIREMENT PLAN: _____ page 14

ICMA Retirement Corporation
401 Plan #109139 457 Plan #30451 Roth IRA #705912 RHS #800831
Customer Service: 1-800-669-7400
www.icmarc.org

Important Information About this Guide

This guide describes the Employee Benefits Program for eligible employees of the City of Louisville.

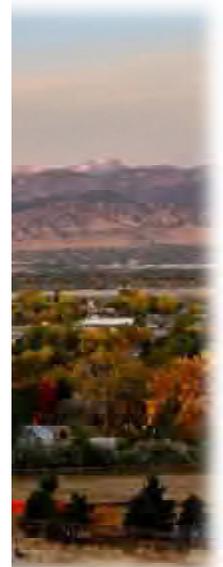
This guide does not constitute the Summary Plan Description as required by the Employee Retirement Income Security Act of 1974 (ERISA). If any conflict should arise between this guide and the pertinent provisions of any insurance policy or master plan document, or if any provision is not explained or only partially explained in this guide, your rights will always be determined under the provisions of the plan documents (and any rules not yet written into the plan documents) and insurance contracts.

While the City of Louisville intends to maintain the Employee Benefits Program, it retains the right to amend or terminate any of the benefit plans at any time, as it deems advisable, as to any or all of the employees covered. In fact, as a matter of prudent business planning, the City routinely evaluates the benefits program it offers to employees and their dependents.

Annual Open Enrollment

The Annual Open Enrollment for the City's 2013 employee benefits program begins October 22, 2012 and ends November 21, 2012. Each year, prior to the plan year, employees are allowed to enroll in plans, change elections, drop coverage, and re-enroll in other plans. To learn more information about the comprehensive benefits offered, you are invited to attend the information session below.

Date	Meeting 1	Meeting 2
Monday, October 22, 2011	2:00 p.m. City Council Chambers	4:00 p.m. Police Department



Eligibility and Enrollment

Who is Eligible

You are eligible to participate in the City of Louisville's benefits program if you are a full-time employee (Tier 1) or benefited part-time employee (Tier 2).

- **Tier 1:** Refers to the level of benefits a Full-Time employee is eligible to receive who is authorized to work 36 – 40 hours per week on a regular basis.
- **Tier 2:** Refers to the level of benefits a Benefited Part-Time employee is eligible to receive who is authorized to work 30 – 35 hours per week on a regular basis.

When Your Family Members are Eligible

You may also choose to cover your eligible family members under the City's plans. Eligible family members include:

- Your spouse, or
- Your Common Law Spouse (Affidavit of Common Law Marriage required.), or
- Your Same Sex Domestic Partner
 - An exclusive committed relationship between two (2) unmarried adult persons, of the same sex, who are unrelated by blood, maintain a mutual residence, and share basic living expenses. (Affidavit of Same-Sex Domestic Partnership required.)
- Your child(ren):
 - Up to 26 years of age

When Your Coverage is Effective

If you enroll during the Annual Open Enrollment period, the coverage you select will be effective January 1, 2013 provided you have met the eligibility requirements. If you are a newly hired employee or are newly eligible for the plans, your effective date is the first day of the month following your date of hire.

If you choose not to enroll during Open Enrollment or your eligibility period, you will be required to wait until the next Annual Open Enrollment unless you have a qualifying change of status as defined by the IRS, listed below. Please note that some coverages are not subject to Annual Open Enrollment.

Change of Status for Which You May Make Changes to Your Elections

You may only enroll, add family members, or cancel your elections during the Annual Enrollment period, or within 31 days of experiencing a qualifying life status change, including:

- Marriage, death of spouse, divorce or legal separation.
- Birth, adoption, placement for adoption or death of a dependent.
- Termination or commencement of employment for you, spouse, or dependent.
- Relocation or increase in hours of employment by you or your spouse.
- Your dependent child satisfies or ceases to satisfy the requirements for coverage because of age.
- A change in the place of residence or work for you, your spouse, or dependent.
- You or your spouse/domestic partner experience an open enrollment event.

Medical Insurance



Kaiser Permanente

City of Louisville currently offers medical insurance to all benefited part-time and full-time employees. Coverage starts on the first day of the month following your date of hire. Coverage is also extended to your spouse and eligible dependents.

An employee who is considered eligible to receive medical insurance benefits may waive City – provided medical insurance benefits if the employee certifies that he/she has existing medical insurance coverage and that such coverage is expected to continue throughout the Plan Year. The employee must provide documented proof that they have coverage through another entity.

Employees who waive health insurance coverage and subsequently experience a qualified change in their status may enroll in a City provided health insurance plan within thirty-one (31) days of the qualifying event. Because plan choices and features may change from year to year, more details are provided in the annual plan summary, insurance plan documents and other enrollment materials. The Summary Plan Description document describes in detail what coverage is provided, and what constitutes an eligible dependent.

The City offers two types of medical plans: an HMO and a High Deductible Health Plan with a Health Savings Account (HSA).

What is a High Deductible Health Plan (HDHP)?

A High Deductible Health Plan is a plan with a minimum annual deductible and a maximum out-of-pocket limit as listed below. These minimums and maximums are determined annually by the Internal Revenue Service (IRS) and are subject to change.

What is a health savings account (HSA)?

Otherwise known as an HSA, a health savings account can be funded with your tax-exempt dollars, by your employer, or both, to help pay for eligible medical expenses not covered by an insurance plan, including the deductible, coinsurance, and even in some cases, health insurance premiums as well as dental or vision expenses.

How much can I contribute to an HSA?

As noted by federal law, the 2013 annual contribution limits are:

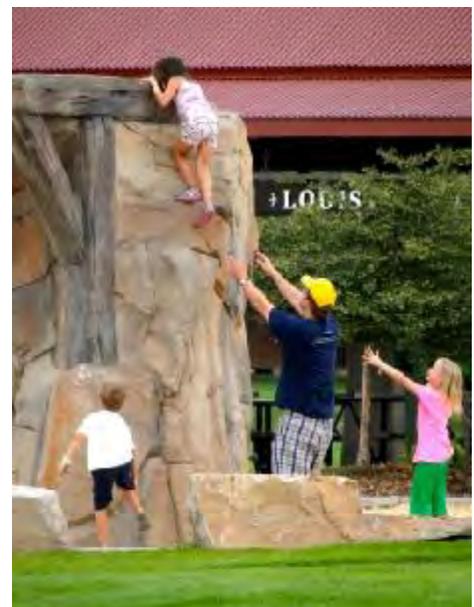
- \$3,250 for individual coverage.
- \$6,450 for family coverage.

Individuals age 55 or older may be eligible to make a catch-up contribution of \$1,000.

****NEW** 2013 Kaiser Enhancements:**

Now available at no cost:

- Women's Preventative Services
- Smoking Cessation Services



**Kaiser Permanente
2013 Monthly Rates:**

TIER 1	HMO			HDHP				
	Employee Share	City Share / Total City Cost	Total Premium	Employee Share	City Share	City HSA Contribution	Total City Cost	Total Premium
Employee	\$75.71	\$429.00	\$504.71	\$0.00	\$371.39	\$57.61	\$429.00	\$371.39
Employee & Spouse	\$224.09	\$896.34	\$1,120.43	\$0.00	\$824.52	\$71.82	\$896.34	\$824.52
Employee & Child(ren)	\$188.76	\$755.03	\$943.79	\$0.00	\$694.50	\$60.53	\$755.03	\$694.50
Family	\$378.55	\$1,135.66	\$1,514.21	\$0.00	\$1,114.21	\$21.45	\$1,135.66	\$1,114.21

TIER 2	HMO			HDHP				
	Employee Share	City Share / Total City Cost	Total Premium	Employee Share	City Share	City HSA Contribution	Total City Cost	Total Premium
Employee	\$129.34	\$375.37	\$504.71	\$46.42	\$324.97	\$50.41	\$375.38	\$371.39
Employee & Spouse	\$336.13	\$784.30	\$1,120.43	\$103.07	\$ 721.46	\$62.84	\$784.30	\$824.52
Employee & Child(ren)	\$283.14	\$660.65	\$943.79	\$86.81	\$607.69	\$52.96	\$660.65	\$694.50
Family	\$520.51	\$993.70	\$1,514.21	\$139.28	\$974.93	\$18.77	\$993.70	\$1,114.21

Plan Benefit Summary	HMO In-Network	HDHP In-Network
Individual Annual Deductible	None	\$2,500
Family Annual Deductible	None	\$5,000
Out-of-Pocket Max (Individual/Family)	\$2,000 / \$4,500 (excludes copays)	\$2,500 / \$5,000
Office Copay	\$0 copay - Preventive \$30 copay - PCP \$50 copay - Specialist	\$0 for Preventive Care 100% after deductible - PCP 100% after deductible - Specialist
Urgent Care	\$50 if after hours	Plan pays 100% after deductible
Emergency Care	\$250 copay	Plan pays 100% after deductible
Inpatient Hospital	\$500 copay	Plan pays 100% after deductible
Outpatient Facility	\$200 copay	Plan pays 100% after deductible
Ambulance Services	20% coinsurance up to a max of \$500/trip	Plan pays 100% after deductible
Physical Therapy	\$30 copay / 20 visits maximum	Plan pays 100% after deductible 20 visits maximum
Chiropractic Services	\$30 copay / 20 visits maximum	Not Covered
Acupuncture	\$30 copay / 20 visits maximum	Not Covered
Prescription Drugs Retail 30 day supply	\$15/\$40 copay	Plan pays 100% after deductible
Prescription Drugs Mail Order 90 day supply	\$30/\$80 copay	Plan pays 100% after deductible
Lifetime Maximum	No Lifetime Maximum	No Lifetime Maximum

Dental Insurance



Delta Dental

Coverage starts on the first day of the month following your date of employment. Coverage is also extended to your spouse and eligible dependents. To be eligible you must be a full-time employee or benefited part-time employee.

Monthly Rates:

Delta Dental	TIER 1			TIER 2		
	Employee Share	City Share	Total Premium	Employee Share	City Share	Total Premium
Employee	\$5.00	\$29.01	\$34.01	\$8.41	\$25.60	\$34.01
Employee & Spouse	\$10.00	\$58.83	\$68.83	\$16.92	\$51.91	\$68.83
Employee & Child(ren)	\$15.00	\$80.08	\$95.08	\$24.41	\$70.67	\$95.08
Family	\$20.00	\$109.90	\$129.90	\$32.91	\$96.99	\$129.90

Summary of Benefits:

Type of Service	Dental Premier Network
Annual Deductible (Individual / Family)	\$50 / \$150
Calendar Year Maximum	\$1,500
Diagnostic & Preventive Benefits	
Diagnostic & Preventive Services	Plan pays 100%
Dental X-Rays	Plan pays 100%
Sealants	Plan pays 100%
Basic Benefits	
Oral Surgery Services	Plan pays 80%
Endodontic Services	Plan pays 80%
Periodontic Services	Plan pays 80%
Basic Restorative Services	Plan pays 80%
Major Benefits	
Relines and Repairs	Plan pays 50%
Special Restorative Services	Plan pays 50%
Prosthetic Services	Plan pays 50%
TMD/TMJ Treatment	Plan pays 50% (\$1,000 Lifetime Maximum)
Orthodontic Benefits	\$1,500 Lifetime Maximum
Orthodontic Services	Plan pays 50%, up to maximum, until age 19

* Important: Non-Participating Dentists are allowed to balance bill. Employees and/or Dependents are responsible for the difference between the non-participating Maximum Plan Allowance and the full fee charged by the Dentist. Out of Network calendar year maximum \$1,500.

Vision



VSP

The City offers all benefited part-time and full-time employees a group vision care plan. Eligible family members are also covered under this plan.

Monthly Rates:

Vision	TIER 1			TIER 2		
	Employee Share	City Share	Total Premium	Employee Share	City Share	Total Premium
Employee	\$0.00	\$10.08	\$10.08	\$1.26	\$8.82	\$10.08
Family	\$5.00	\$16.67	\$21.67	\$7.08	\$14.59	\$21.67

Summary of Benefits:

Type of Service	In-Network
Exam	\$10 copay
Lenses/Frames	\$25 combined copay
Contact Lenses	No copay for elective contact lenses
Coverage	
Exams	Every 12 months
Lenses	Every 12 months
Frames	Up to \$130 every 24 months Or
Contact Lenses	Up to \$130 every 12 months

Out-of-Network

- Benefits are significantly less
- Refer to the Plan Document for details



Flexible Spending Accounts (FSA)



Flexible Spending Account – Wage Works (formerly Planned Benefit Systems)

An Internal Revenue Service Section 125 (Flexible Benefits) Plan is available for you to set aside a portion of your salary to pay for non-reimbursed medical expenses, childcare expenses and non-paid insurance premium expenses. Your contributions are free of Social Security, Medicare, federal and state taxes.

A Section 125 cafeteria plan offers you two ways to save on the amount of taxes you pay each year:

1. Medical Care Spending Account
 - a. Allows you to pay for medical expenses not covered by your medical plan
 - b. City of Louisville allowable maximum is \$2500.00 ****NEW****
2. Dependent Care Spending Account
 - a. Allows for pre-tax deductions to pay for dependent care expenses
 - b. City of Louisville allowable maximum is \$5000.00

Contributions to the spending accounts are deducted before FICA, federal income tax and most state and local tax deductions are taken. This means you pay less tax because your taxable income has been reduced. Another advantage to using a spending account is that you don't pay taxes on the reimbursable amounts either.

Note: A spouse of a Domestic Partner relationship is not eligible to claim health care or dependent care expenses on a pre-tax basis.

Over The Counter Drugs

As a reminder, effective January 1, 2011, there was new legislation which impacts health care FSAs. Certain over-the-counter (OTC) items will require a prescription to be considered an eligible FSA expense. Because OTC drugs and medicines will require a prescription, you might want to consider this when deciding on your healthcare FSA contribution. Please visit the Planned Benefit Systems website for a detailed list of OTC drugs and medicines requiring a prescription.

How the Spending Accounts Work

You decide how much money you'll contribute to your account during the plan year at the time you enroll. Your contribution is spread over the number of pay periods and a portion is deducted from your check each payday. As you incur expenses for yourself or eligible dependents, you simply submit a claim to reimburse yourself tax-free. This includes the below items that are not reimbursed by insurance:

- Medical
- Hospital
- Lab
- Prescription
- Over-the-counter drugs (with a prescription)
- Dental
- Vision
- Hearing expenses

Dependent Care FSA

The Dependent Care FSA is a benefit that allows you to set aside money on a tax-free basis to pay for childcare or disabled dependent care while you are at work.

- Day care and day camp costs
- Caregivers for disabled dependents (over age 13)
- Caregiver expenses for any dependent you claim on your income tax return who is under age 13 or who is physically or mentally disabled.

Employees are eligible to participate in the plans, administered by Planned Benefit Systems, if they are full-time employees or benefited part-time employees. There is no cost for employees to participate in the plans as the City of Louisville pays all administrative fees.

All FSA providers may require documentation from you before releasing funds in order to comply with IRS requirements. However, any amount left in your healthcare and/or dependent day care FSA at the end of the plan year will be forfeited.

Life and Disability Insurance



Lincoln Financial Group

Basic Life & AD&D Insurance

The City provides group term life insurance to benefited part-time and full-time employees. The policy covers the employee at two and one-half times your gross annual salary up to a maximum of \$300,000. The policy also provides additional coverage for Accidental Death and Dismemberment (AD&D). If you elect family coverage, your spouse (including common law spouse and same sex Domestic Partner) and any dependent children are covered at \$2,500 each. The City pays the full monthly premium for eligible full-time (Tier 1) employees. Benefited part-time (Tier 2) employees share a portion of the cost for the coverage.

Type of Service	
Life Benefit Amount	Two and one-half times basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$300,000.
Accidental Death & Dismemberment (AD&D)	Two and one-half times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$300,000.
Reduction of Benefits	Age 65, will reduce by 35% of original amount
	Age 70, will reduce an additional 25% of original amount
	Age 75, will reduce an additional 15% of original amount
	Benefits will terminate when you retire

If you first enroll for Personal Life and AD&D Insurance at age 65 or older, the above age reductions will apply to:

- Any Guarantee Issue Amount available without evidence of insurability; and
- The maximum amount of insurance for which you are eligible

Short Term Disability:

The City offers a short-term disability plan to all benefited part-time and full-time employees. Employees are eligible to apply for short-term disability coverage after one year of service. The benefit amount for a short-term disability claim is 67% of your weekly earnings, up to a maximum of \$950 per week. Short-term disability coverage is designed to provide a safety net for those employees who have not been employed long enough to earn the full Extended Illness Bank (EIB) accrual.

Long Term Disability:

The City offers all benefited part-time and full-time employees a Long Term Disability Plan. If you become totally disabled while actively employed and covered by the plan, you may be eligible for benefits after 90 calendar days of disability, or the end of any accrued Paid Leave Bank or Extended Illness Bank time, whichever is later. The benefit amount for a long-term disability claim is 60% of your monthly earnings, up to a maximum of \$7,000 per month. This amount may change depending upon coordination with other insurance plans and Social Security benefits. The City pays the full monthly premium for eligible full-time (Tier 1) employees. Benefited part-time (Tier 2) employees share a portion of the cost for the coverage.

Work/Life Balance Benefits



Computer Loan Program

The purpose of the Computer Loan Program is to assist employees, who have completed at least one year of service, with purchasing a new computer. The City offers employees the opportunity to apply for an interest-free loan of up to \$2,400 for the purchase of new personal computer and related peripheral equipment to be paid back through payroll deduction. More information and forms can be found on Outlook Public Folders.

Employee Assistance Program

The Employee Assistance Program (EAP) is available to all benefitted employees and their families who desire help in dealing with all types of problems. Issues may be personal or job-related, such as marital, financial, emotional and substance abuse. The service is fully confidential, voluntary and available 24 hours a day, seven days a week for up 5 visits per year, per person, per household at no cost to the employee.

Extended Illness Bank

All full-time and benefited part-time employees will have an Extended Illness Bank (EIB) established to provide for FMLA qualified events that extend beyond 40 working hours. Absences for FMLA qualified events up to 40 scheduled working hours are charged to your Paid Leave Bank (PLB).

Employees begin accruing EIB upon hire but may not use the accrued time before one year of service has been completed. Absences due to illness during the first year of employment must be charged to PLB. (PLB accrues at a rate that includes the equivalent of 40 hours annually of sick time.)

Extended Illness Bank hours accrue as follows:

Benefits Level	Tier 1	Tier 2
Weekly Hours Worked	36 - 40	30 -35
Time Accrued per Pay Period	2.15	1.89

Family Bereavement Leave

If there is a death in your family, you will be granted up to 24 hours of bereavement leave. Should out-of-state travel be required, an additional 16 hours is permitted. For purposes of this policy, “family” includes by blood, marriage or domestic partnership in any of the following degrees: parents, spouse, children, brothers, sisters, parents-in-law, nephews, nieces, aunts, uncles, first cousins, grandparents and grandchildren.

Holidays

The following days are currently designated as City official holidays for employees:

- New Year’s Day
- Martin Luther King, Jr.’s Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve ****NEW****
- Christmas Day

Paid Leave Bank (PLB)

A Paid Leave Bank (PLB) is established to provide for paid time away from scheduled work for vacation time, sick days, holiday observances, personal business, and for the first forty hours (40) hours of scheduled working hours of FMLA. Excluded from the requirements of using the PLB are time away from work due to the use of Civil Leave, Military Leave, Bereavement Leave, Voting Time and Injury Leave. Separate policies cover absences for those reasons.

Paid Leave Bank hours accrue as follows:

****NEW**** 2013 – 8 hrs added for Tier 1 & 7 hrs added for Tier 2 to accommodate for added holiday.

Years of Service	TIER 1			TIER 2		
	Accrual per Pay Period	Annual Accrual	Maximum Accrual	Accrual per Pay Period	Annual Accrual	Maximum Accrual
1 – 3 years	8.31	216.06	324.09	7.27	189.02	283.53
3 – 5 years	8.93	232.18	348.27	7.81	203.06	304.59
5 – 10 years	9.85	256.10	384.15	8.62	224.12	336.18
10 – 15 years	10.46	271.96	407.94	9.15	237.90	356.85
15 + years	11.39	296.14	444.21	9.97	259.22	388.83

Legal Shield (formerly Pre-Paid Legal)

Legal Shield offers valuable legal services for you and your family with access to a wide variety of legal services through a top quality law firm. Membership in this plan also includes unlimited document review, a will and annual will updates. Membership is \$15.95 per month paid through the convenience of payroll deduction. You may obtain information and enrollment forms from the Human Resources staff.

Recreation Center Membership

The City of Louisville offers a complimentary Recreation Center membership for employees (may be subject to taxes). You may also sign up for a spouse or family membership at a discounted rate. Any additional membership may be paid for through payroll deduction.

Retirement Plans

- **401(a)**

The City provides a retirement plan for all benefited part-time and full-time employees. The International City Management Association's Retirement Corporation (ICMA-RC) administers the plan. The plan, known as a Section 401(a) Money Purchase Plan, is mandatory and requires that you contribute ****NEW** 5%** of your salary toward your retirement each pay period. The City of Louisville contributes ****NEW** 5.5%** of your salary. Under current law, your contributions are free of federal and state taxes.

- **Section 457 Deferred Compensation Plan**

The 457 plan is a voluntary plan administered by ICMA-RC. It is tax-sheltered, supplemental retirement/pension plan that allows employees to defer up to the annual maximum as defined by the IRS (IRS sets maximum annually) per year or a maximum of 100% of their pre-deferral taxable income, or whichever is less.

- **Roth IRA Plan**

The Roth IRA plan is a voluntary plan administered by ICMA-RC. It is a savings vehicle with tax advantages to complement your other employer retirement plan(s). The IRA has lower contribution limits, flexible withdrawal rules and the earnings may be tax free if you've held the IRA for more than 5 years and are over age 59 ½.

To participate, you must be at least eighteen years old and be a benefited part-time or full-time employee. You may obtain information and enrollment forms from the Human Resources staff.

Wellness Program

The City of Louisville encourages employees to maintain good health and wellness. As a means of supporting employees in this venture, the City provides a wellness program. Detailed information about the City's Wellness Program can be obtained from the Human Resources staff.

Tuition Reimbursement Program

To provide employees with the skills necessary for advancement and career development, you may apply for reimbursement for a portion of tuition for college-level courses of study after the completion of one year of service with the City of Louisville.



Legal Notices



PRIVACY POLICY – HIPAA NOTICE OF PRIVACY PRACTICES

A Federal law, known as the HIPAA Privacy Rule, requires that the Healthcare Plans provide you with a notice of its privacy practices. The Notice describes how your medical information may be used or disclosed by the Plans, as well as your rights and the Plan’s legal duties with respect to your medical information. Every plan participant receives a copy of their HIPAA Privacy rights from the insurance provider after enrollment.

COBRA CONTINUATION

The right to COBRA continuation coverage was created by a Federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”). The COBRA continuation notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it. In the event you become eligible for COBRA, you will receive all applicable notifications from Planned Benefit Systems, the City of Louisville’s COBRA administrator.

FAMILY AND MEDICAL LEAVE ACT

The Family and Medical Leave Act of 1993 (“FMLA”), as amended, provides certain employees of covered employers with a specified period of unpaid job protected leave per year. The FMLA is intended to help employees balance their work and family life by taking reasonable unpaid leave for certain family and medical reasons. The FMLA seeks to accomplish these purposes in a manner that accommodates the legitimate interests of employers, and minimizes the potential for employment discrimination on the basis of gender, while promoting equal employment opportunity for men and women. The notice of “Employee Rights and Responsibilities under the Family and Medical Leave Act” generally explains the FMLA rights and responsibilities, when it may become available to you and what you need to do to protect the right to receive it. You may request a paper copy of this notice by contacting the Human Resources Department.

WOMEN’S HEALTH AND CANCER RIGHT ACT

In October 1998, Congress enacted the Women’s Health and Cancer Rights Act. This notice (provided by the insurance company) explains the important provisions of the Act. As specified in the Women’s Health and Cancer Rights Act, a plan participant or beneficiary who elects breast reconstruction in connection with a mastectomy is also entitled to the following benefits:

- Reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance; and
- Prosthesis and treatment of physical complications at all stages of the mastectomy, including lymphedemas.

Health plans must determine the manner of coverage in consultation with the attending physician and the patient. Coverage for breast reconstruction and related services may be subject to deductible and coinsurance amounts that are consistent with those that apply to other benefits under this plan.

Important Notice from City of Louisville About Your Prescription Drug Coverage and Medicare: Creditable Status For Kaiser Permanente HMO & Two-Tier POS Plans

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with City of Louisville and prescription drug coverage available for people with Medicare. It also explains the options you have under Medicare prescription drug coverage and can help you decide whether or not you want to enroll. At the end of this notice is information about where you can get help to make decisions about your prescription drug coverage.

There are two important things you need to know about your current coverage and Medicare's prescription drug coverage:

1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare through Medicare prescription drug plans and Medicare Advantage Plans that offer prescription drug coverage. All Medicare prescription drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.
2. City of Louisville has determined that the prescription drug coverage offered by the Kaiser Permanente HMO & Two-Tier Plans are, on average for all plan participants, expected to pay out as much as the standard Medicare prescription drug coverage will pay and is considered Creditable Coverage.

Because your existing coverage is on average at least as good as standard Medicare prescription drug coverage (Creditable), you can keep this coverage and not pay extra if you later decide to enroll in Medicare prescription drug coverage. Individuals who involuntarily lose creditable coverage will have a sixty (60) day Special Enrollment Period to enroll in a Part D plan.

Individuals can enroll in a Medicare prescription drug plan when they first become eligible for Medicare and each year from October 15th to December 7th. Individuals leaving employer/union coverage may be eligible for a Special Enrollment Period to sign up for a Medicare prescription drug plan. You should compare your current coverage, including which drugs are covered, with the coverage and cost of the plans offering Medicare prescription drug coverage in your area.

Your current coverage pays for other health expenses in addition to prescription drug. If you drop your City of Louisville prescription drug coverage and enroll in a Medicare prescription drug plan, you and your eligible dependents will not be eligible to receive all of your current health and prescription drug benefits. You may enroll back into the City of Louisville benefit plan during an open enrollment period under City of Louisville benefit plan.

You should also know that if you drop or lose your coverage with City of Louisville and don't enroll in Medicare prescription drug coverage after your current coverage ends, you may pay more (a penalty) to enroll in Medicare prescription drug coverage later.

If you go 63 days or longer without prescription drug coverage that's at least as good as Medicare's prescription drug coverage, your monthly premium will go up at least 1% per month for every month that you did not have that coverage. For example, if you go nineteen months without coverage, your premium will always be at least 19% higher than what many other people pay. You'll have to pay this higher premium as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following November to enroll.

For more information about this notice or your current prescription drug coverage: Contact Human Resources. NOTE: You will continue to receive this notice on an annual basis and at other times in the future such as before the next period you can enroll in Medicare prescription drug coverage, and if this coverage through the City of Louisville changes. You may also request a personalized copy of this notice from your Human Resources Department.

For more information about your options under Medicare prescription drug coverage: More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You'll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare prescription drug plans. For more information about Medicare prescription drug plans:

- Visit www.medicare.gov
- Call your State Health Insurance Assistance Program (see your copy of the Medicare & You handbook for their telephone number) for personalized help,
- Call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048.

For people with limited income and resources, extra help paying for Medicare prescription drug coverage is available. Information about this extra help is available from the Social Security Administration (SSA) online at www.socialsecurity.gov, or you call them at 1-800-772-1213 (TTY 1-800-325-0778).

Remember: Keep this notice. If you enroll in one of the new plans approved by Medicare which offer prescription drug coverage, you may be required to provide a copy of this notice when you join to show that you are not required to pay a higher premium amount.

Date:
October 22, 2012

Name/Address/Phone # of Entity/Sender:
City of Louisville | Robin Brookhart | Human Resources Analyst | 749 Main Street, Louisville, CO 80027 | 303/335-4723

Important Notice from City of Louisville About Your Prescription Drug Coverage and Medicare: Non-Creditable Status For Kaiser Permanente HDHP Plan

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with City of Louisville and prescription drug coverage available for people with Medicare. It also explains the options you have under Medicare prescription drug coverage, and can help you decide whether or not you want to enroll. At the end of this notice is information about where you can get help to make decisions about your prescription drug coverage.

There are important things you need to know about your current coverage and Medicare's prescription drug coverage:

1. Medicare prescription drug coverage became available to everyone with Medicare through Medicare prescription drug plans and Medicare Advantage Plans that offer prescription drug coverage in 2006. All Medicare prescription drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.
2. The City of Louisville has determined that the prescription drug coverage offered in the Kaiser Permanente HDHP plan is, on average for all plan participants, NOT expected to pay out as much as the standard Medicare prescription drug coverage will pay and is considered Non-Creditable Coverage. This is important, because for most people enrolled in Kaiser Permanente HDHP plan, enrolling in Medicare prescription drug coverage means you will get more assistance with drug costs than if you had prescription drug coverage exclusively through Kaiser Permanente HDHP plan. You can retain your existing coverage and choose not to enroll in a Medicare plan; or you can enroll in a Medicare plan as a supplement to; or in lieu of, the other coverage.

You have decisions to make about Medicare prescription drug coverage that may affect how much you pay for that coverage, depending on if and when you enroll. Read this notice carefully - it explains your options.

Consider enrolling in Medicare prescription drug coverage.

Because the coverage you have with Kaiser Permanente HDHP plan is on average for all plan participants, NOT expected to pay out as much as the standard Medicare prescription drug coverage will pay, consider enrolling in a Medicare prescription drug plan. Individual's can enroll in a Medicare prescription drug plan when they first become eligible for Medicare and each year from October 15th to December 7th. Individual's leaving employer/union coverage may be eligible for a Special Enrollment Period to sign up for a Medicare prescription drug plan.

This may mean that you will have to wait to enroll in Medicare prescription drug coverage and that you may pay a higher premium (a penalty) if you join later and you will pay that higher premium as long as you have Medicare prescription drug coverage.

If you go 63 days or longer without prescription drug coverage that is at least as good as Medicare's prescription drug coverage, your premium will go up at least 1% per month for every month after May 15, 2006, that you did not have that coverage. You will have to pay this higher premium as long as you have Medicare prescription drug coverage. For example, if you go nineteen months without coverage, your premium will always be at least 19% higher than what many other people pay.

Your current coverage pays for other health expenses in addition to prescription drug. If you drop your City of Louisville prescription drug coverage and enroll in a Medicare prescription drug plan, you and your eligible dependents will not be eligible to receive all of your current health and prescription drug benefits. You may enroll back into the City of Louisville benefit plan during an open enrollment period under City of Louisville benefit plan.

You need to make a decision. When you make your decision, you should also compare your current coverage, including which drugs are covered, with the coverage and cost of the plans offering Medicare prescription drug coverage in your area.

For more information about this notice or your current prescription drug coverage: Contact Human Resources. NOTE: You will continue to receive this notice on an annual basis and at other times in the future such as before the next period you can enroll in Medicare prescription drug coverage, and if this coverage through the City of Louisville changes. You may also request a personalized copy of this notice from your Human Resources Department.

For more information about your options under Medicare prescription drug coverage: More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook from Medicare. You'll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare-approved prescription drug plans. For more information about Medicare prescription drug plans:

- Visit www.medicare.gov
- Call your State Health Insurance Assistance Program (see your copy of the Medicare & You handbook for phone number) for personalized help,
- Call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048.

For people with limited income and resources, extra help paying for Medicare prescription drug coverage is available. Information about this extra help is available from the Social Security Administration (SSA) online at www.socialsecurity.gov, or you call them at 1-800-772-1213 (TTY 1-800-325-0778).

Date:
October 22, 2012

Name/Address/Phone # of Entity/Sender:

City of Louisville | Robin Brookhart | Human Resources Analyst | 749 Main Street, Louisville, CO 80027 | 303/335-4723

The information in this Benefits Summary is presented for illustrative purposes and is based on information provided by the employer. The text contained in this Summary was taken from various summary plan descriptions and benefit information. While every effort was taken to accurately report your benefits, discrepancies, or errors are always possible. In case of discrepancy between the Benefits Summary and the actual plan documents the actual plan documents will prevail. All information is confidential, pursuant to the Health Insurance Portability and Accountability Act of 1996.

Plan documents and summaries are available on Outlook/Public Folders/Human Resources/Benefits. For more information on benefits or questions regarding this guide, contact Human Resources.

City of Louisville pictures courtesy of the 2012 Life in Louisville Photo Contest.

SUBJECT: DISCUSSION – PROGRAM BUDGET OPTIONS

DATE: JANUARY 15, 2013

PRESENTED BY: MALCOLM FLEMING, CITY MANAGER

SUMMARY:

During the discussions of the 2013 Budget Council Members expressed interest in exploring a “Program Budget” and other aspects of the City’s annual budget process. Staff’s intent during this meeting is to, among other things, review the City’s current budget and budget process, get a better sense of what Council Members like or don’t like about the current budget and process, identify what Council Members may think is missing, what they want more or less detail on, and why they want changes. Based on this discussion, we will explore in more detail what other cities do and how they approach it and then come back to Council at a later day with some options to consider.

FISCAL IMPACT:

N/A - Discussion Only.

RECOMMENDATION:

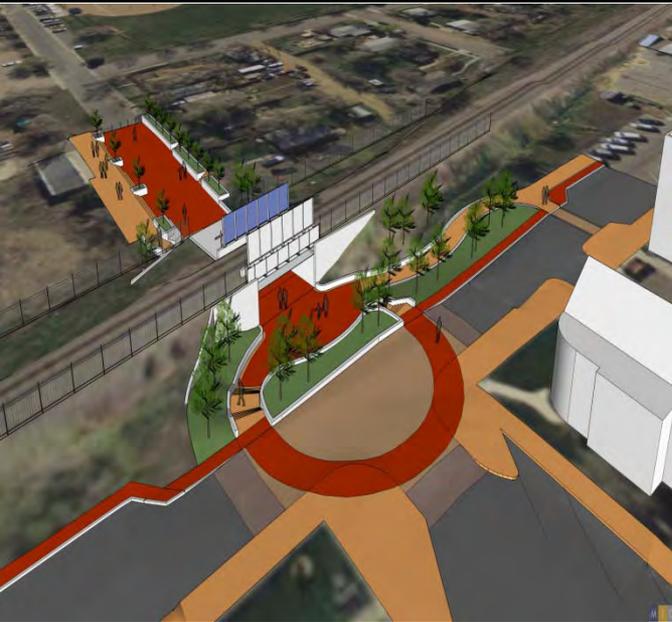
Discuss the City’s current budget and budget process.

ATTACHMENTS:

1. PowerPoint
2. 2013 Program Categories
3. Detailed Budget Calendar
4. City of Louisville 2012 Benchmark Report
5. Colorado Performance Measurement Consortium Data Report
6. Actions Approved by City Council on March 2, 2010 to Reduce the Gap Between Revenues and Expenditures

The City Budget

Clarifying vision and providing resources to achieve that vision



City Council Study Session

January 15, 2013

- **What is a budget?**
- **Elements of Louisville's Budget & Process**
- **Louisville's budget process**
- **Approaches to budgeting**
- **What changes would you like to see?**

What is budgeting?

“The budget process mediates between groups and individuals who want different things from government and determines who gets what.”

Irene Rubin, The Politics of Public Budgeting

What is a budget?

- A Financial plan
- An expression of priorities (See attached file for percentage allocation of funding to each program area)
- A tool for accountability
- A communication device
- Authorization for spending

Elements of Louisville's Budget & Process

- 2013 Annual Budget:
<http://www.louisvilleco.gov/Portals/0/Finance/2013budget.pdf>
- See Table of Contents for a complete listing information in the budget, including...

Elements of Louisville's Budget & Process

- Transmittal letter
 - Goals
 - Financial overview
 - Fund summaries
 - Forecasts
 - Revenue summary
 - Expenditure summary
 - Significant Issues
 - TABOR information

Revenue Assumptions

City of Louisville, Colorado
Long-Term Financial Model
Summary of Revenue Assumptions

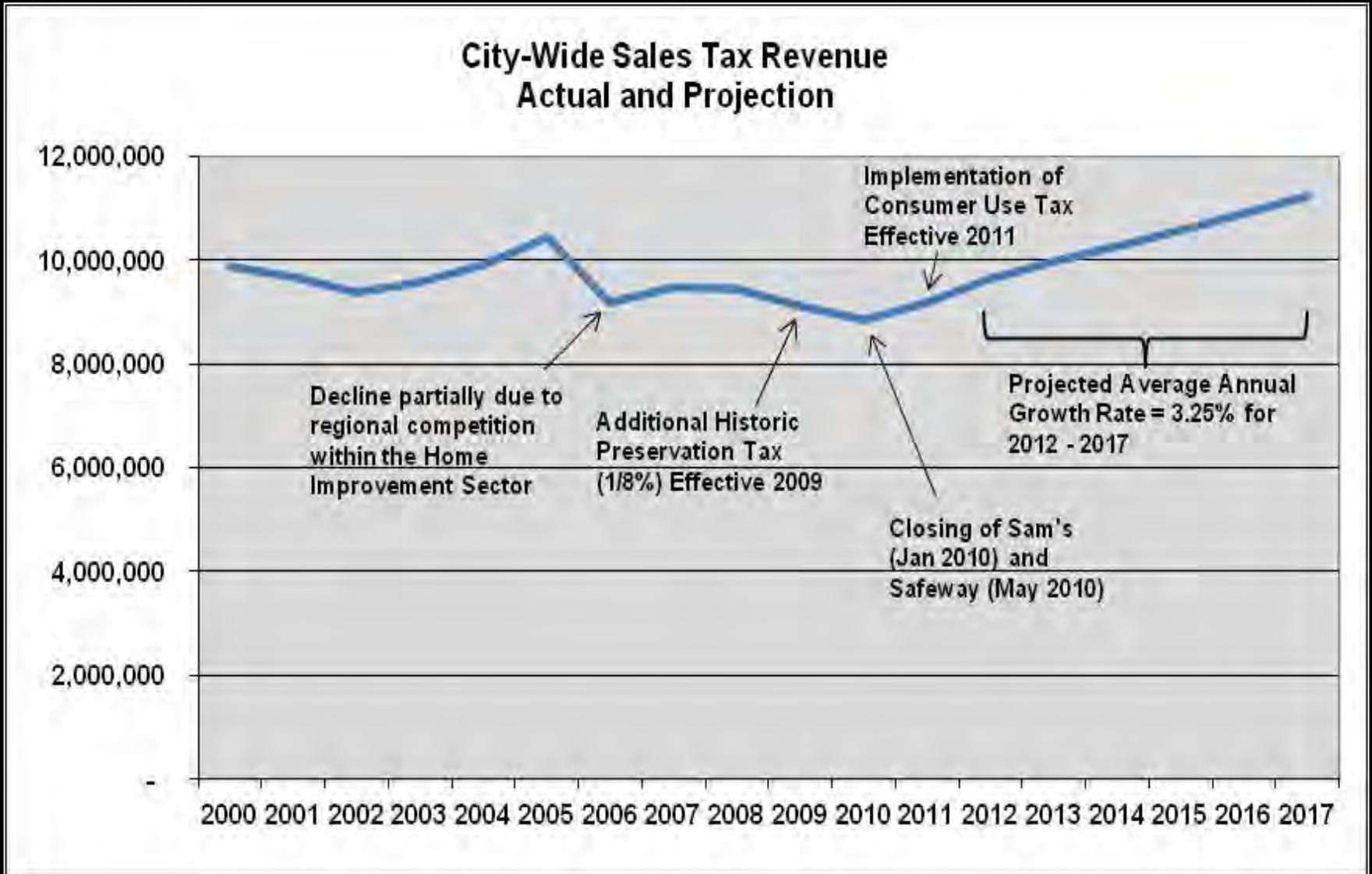
Revenue Category	Estimate for 2012	Percent of Increase or Decrease Over Prior Year				
		2013	2014	2015	2016	2017
Taxes:						
Property Tax	2,894,300	1.1%	5.0%	2.5%	5.0%	1.0%
Sales Tax	9,627,290	3.5%	3.0%	3.0%	3.0%	3.0%
Use Tax - Consumer	834,140	3.0%	2.0%	1.0%	1.0%	1.0%
Use Tax - Auto	921,530	1.0%	1.0%	1.0%	1.0%	1.0%
Use Tax - Building Materials	1,227,630	-47.0%	-17.0%	-17.0%	10.0%	-24.0%
Franchise Taxes	967,330	-0.9%	0.4%	1.1%	1.8%	1.8%
Specific Ownership Tax	136,910	0.0%	0.0%	0.0%	0.0%	0.0%
Lodging Tax	379,180	2.5%	2.5%	2.0%	1.5%	1.0%
Licenses & Permits:						
Construction Permits	637,980	-35.8%	-11.0%	-14.0%	6.0%	-26.0%
Minor Building-Related Permits	183,500	-15.5%	-30.0%	-6.0%	7.0%	7.0%
Intergovernmental Revenue:						
Highway Users Tax	607,930	-2.8%	2.0%	2.0%	2.0%	2.0%
State Lottery	180,200	3.0%	2.0%	1.0%	1.0%	1.0%
Charges for Services:						
Recreation Center Fees	1,747,360	-1.6%	1.7%	1.6%	1.6%	1.6%
Impact Fees	809,230	94.3%	-85.0%	-45.0%	540.0%	-95.0%
Water User Fees	5,358,720	-9.9%	0.0%	5.9%	5.9%	6.0%
Water Tap Fees	4,299,570	-27.6%	-60.0%	-50.0%	25.0%	-85.0%
Wastewater User Fees	1,856,060	1.0%	3.2%	4.0%	4.0%	4.0%
Wastewater Tap Fees	841,250	-50.2%	-60.0%	-50.0%	25.0%	-85.0%
Storm Water User Fees	516,280	0.0%	0.0%	0.0%	0.0%	0.0%
Solid Waste User Fees	1,172,000	2.1%	2.1%	2.1%	2.1%	2.1%
Fines & Forfeitures						
Court Fines	160,010	-7.5%	-2.5%	0.0%	2.5%	2.5%

Expenditure Assumptions

City of Louisville, Colorado
Long-Term Financial Model
Summary of Expenditure Targets

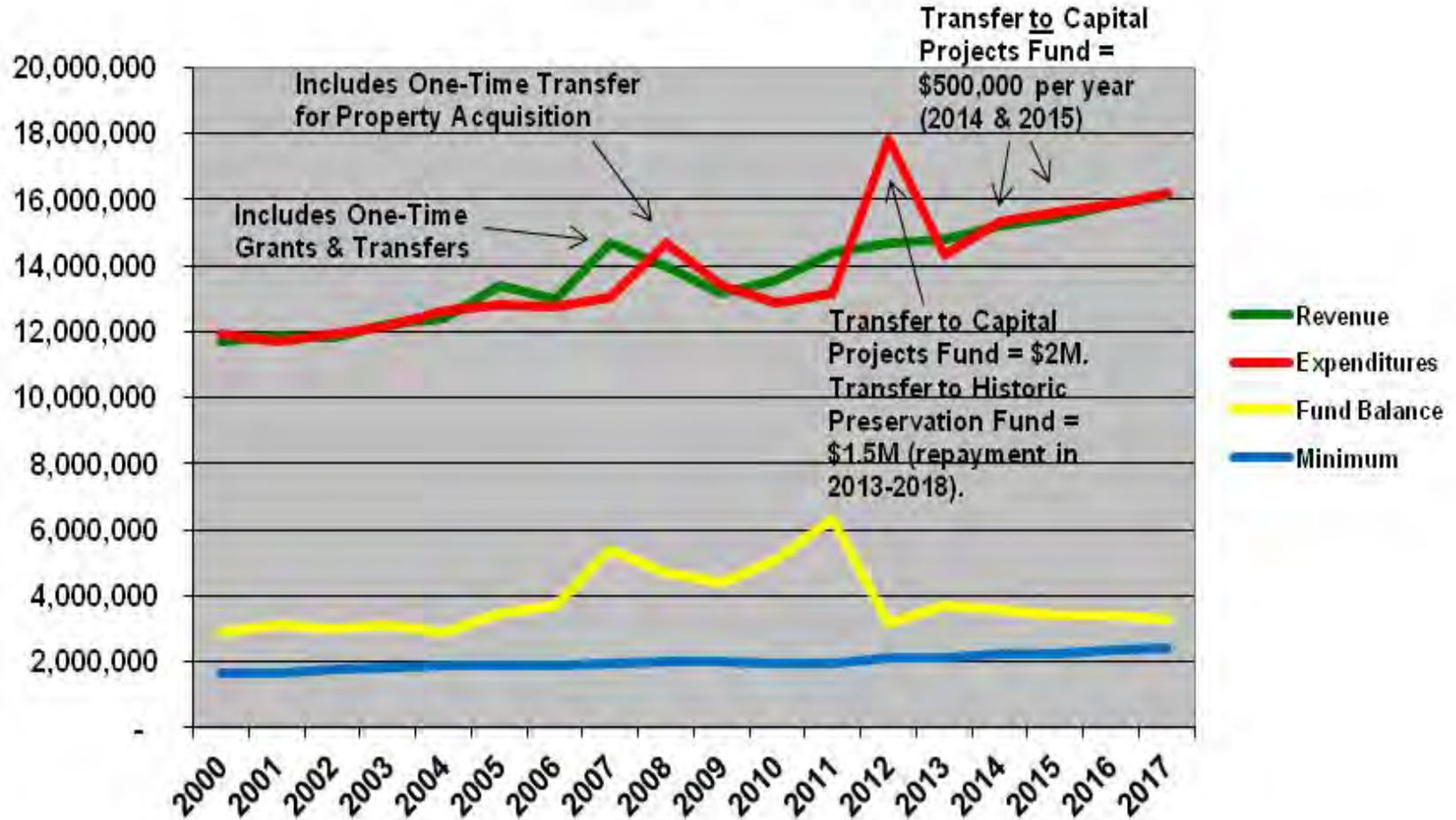
Revenue Category	Estimate for 2012	Percent of Increase or Decrease Over Prior Year				
		2013	2014	2015	2016	2017
Salaries & Wages:						
Regular Wages	9,540,680	5.8%	3.0%	3.3%	3.3%	3.5%
Temporary Wages	939,890	3.0%	3.0%	3.3%	3.3%	3.5%
Overtime	189,010	-2.4%	3.0%	3.3%	3.3%	3.5%
Employee Benefits:						
FICA Expense	816,230	5.5%	2.6%	3.2%	3.2%	3.5%
Retirement Contribution	497,250	14.1%	3.8%	3.2%	3.2%	3.5%
Employee Health Insurance	1,497,990	7.9%	9.0%	8.0%	8.0%	8.0%
Workers Compensation	124,890	0.0%	2.0%	2.0%	2.0%	2.0%
Supplies:						
Chemicals	322,460	-7.9%	3.0%	3.0%	3.0%	3.0%
Street Supplies	106,530	3.7%	2.5%	2.5%	2.5%	2.5%
Vehicle Maintenance Supplies	267,320	3.7%	2.5%	2.5%	2.5%	2.5%
Uniforms & Clothing	76,190	3.0%	1.5%	1.5%	1.5%	1.5%
Library Books	75,680	-3.1%	1.5%	1.5%	1.5%	1.5%
Other Operating Supplies	436,380	-4.5%	2.5%	2.5%	2.5%	2.5%
Purchased Services:						
Professional Services	1,496,250	0.6%	2.0%	2.0%	2.0%	2.0%
Legal Services	216,050	0.2%	2.5%	2.5%	2.5%	2.5%
Utilities	1,081,760	4.2%	4.0%	4.0%	4.0%	4.0%
Communications	109,820	4.3%	1.0%	1.0%	1.0%	1.0%
Repairs & Maintenance	647,520	3.7%	3.0%	3.0%	3.0%	3.0%
Boulder Dispatch Service	285,310	-10.1%	3.0%	3.0%	3.0%	3.0%
Insurance Premiums	336,800	10.0%	4.0%	4.0%	4.0%	4.0%
Solid Waste Hauling	1,173,000	2.0%	2.1%	2.1%	2.1%	2.1%
Other Purchased Services	1,230,630	1.0%	2.5%	2.5%	2.5%	2.5%

Projections



Forecasts

General Fund Forecast



Elements of Louisville's Budget & Process

- Summary of Revenue, Expenditures, and Changes to Fund Balances (p. 22)
- General Background Info (p. 23)
- Organization Charts and FTE Counts (p. 27-35)
- Fiscal Policies (p. 36-39)
- Financial Performance Indicators (p. 41)
- Budget by Fund (p. 59), Department (p. 62) and Line Item/Account Number (p. 65)
- 5-Year CIP Summary (p. 163) and individual projects (p. 172).

Additional Information We Use...

- Citizen Survey and Benchmark Report
- Performance Measures Analysis
- Management Analysis of Ways to Reduce (see example of 2010 actions)
- Expectation of continuous innovation

Key Budget Process Steps

- Policy
 - Goal Setting (including maintaining day to day services)
 - Checking Assumptions
 - Validating Projections and Forecasts
- Management
 - Making requests
 - Compiling all requests
 - Prioritizing and balancing
 - Presenting proposal

Key Budget Process Steps

- Policy
 - Considering public input
 - Refining proposal
 - Adopting budget
- Management
 - Executing within the adopted budget
 - Adapting to unanticipated events
 - Anticipating the future

Key Budget Process Dates

(See attached file for detailed steps)

- March: Preliminary Goal Setting
- July: Refine Goals and Consider CIP
- October: Consider proposals
- November: Adopt budget for next year

- **Always: Adapt to unanticipated changes**

Approaches to budgeting...

- Open Ended Budgeting
- Incremental Budgeting
- Priority Based Budgeting
 - <http://webapps.icma.org/pm/9005/public/cover.cfm?title=Getting%20Your%20Priorities%20Straight&subtitle=&author=Chris%20Fabian%2C%20Scott%20Collins%2C%20and%20Jon%20Johnson>
 - <http://webapps.icma.org/pm/9408/public/cover.cfm?title=Seeing%20Things%20Differently&subtitle=&author=Jon%20Johnson%20and%20Chris%20Fabian>
- Program/Performance Budgeting
- Budgeting for Outcomes
 - http://www.gfoaconsulting.org/index.php?option=com_content&view=article&id=77&Itemid=86
- Zero Based Budgeting

Regardless of the approach...

- Important Considerations:
 - Council direction
 - Public involvement
 - Time spent on decisions reflects the magnitude of the issue

What changes would you like to see?

- Goals and Objectives?
- Different Performance Measures?
- Different Process?
- Different Format?
- Tweaks?
- Fundamental Change?

Questions?



The City of Louisville Provides...

	All Funds Combined	
	2013 Final	% Of Total
Governance and Civic Involvement		
City Council (Elected Leadership, Policy Making, and Oversight)	201,170	
	201,170	0.4%
Public Safety and Judicial Process		
Administration & Youth Services	334,580	
Community Patrols & Investigations	3,743,520	
Code Enforcement	169,030	
Facility Maintenance - Police Department	143,980	
Municipal Court	187,890	
	4,579,000	9.4%
Public Works, Transportation, and Public Utilities		
Administration	633,270	
Transportation Planning, Infrastructure Maintenance, and Services	1,747,680	
Infrastructure Improvements	18,024,800	
Facility Maintenance - Police Department	214,210	
Water Utility Services and Maintenance	3,238,840	
Wastewater Utility Services and Maintenance	1,606,680	
Stormwater Utility Services and Maintenance	181,620	
Solid Waste & Recycling Utility Services and Maintenance	1,267,630	
	26,914,730	55.1%
Parks and Open Space		
Parkland Acquisition, Development, and Maintenance	659,110	
Open Space Acquisition, Protection, and Maintenance	4,615,680	
	5,274,790	10.8%
Recreation and Cultural Services		
Recreation Programs and Services	1,884,350	
Facility Maintenance - Recreation Center	422,820	
Infrastructure Improvements	959,650	
Library Services	1,300,910	
Museum Services	51,300	
Facility Maintenance - Library	221,320	
Golf Course Services and Maintenance	50	
	4,840,400	9.9%
Community Development		
Community Planning	560,540	
Building Safety	526,010	
Business Retention and Economic Development	215,800	
Historical Preservation	1,053,910	
	2,356,260	4.8%
Coordination, Administrative and Technical Support		
City Manager's Office (Management Coordination and Oversight)	344,010	
Legal Services	150,000	
Public Information and Communications	183,250	
Finance and Accounting	413,020	
Human Resources	318,010	
Information Technology	294,200	
City Clerk and Records	201,440	
City-Wide General Support Services	301,150	
	2,205,080	4.5%
Debt Service		
	2,509,150	5.1%
Total for All Programs		
	48,880,580	100.0%
<i>(Excludes Interfund Transfers and Internal Services Funds)</i>		

**City of Louisville, Colorado
Budget Calendar
Budget Development Year - 2014**

Dates	Description
March 4, 2013 - March 15, 2013	Finance Prepares Preliminary 2013 Budget Amendment for Rollovers, New Items, Revenue Adjustments, Etc.
March 19, 2013	Finance Presents to Departments the Preliminary 2013 Budget Amendment for Rollovers, New Items, Etc.
March 19, 2013	City Council Sets Preliminary Goals for 2014
March 20, 2013 - April 5, 2013	Departments Review Preliminary 2013 Budget Amendment and Prepare Narratives as Needed
March 29, 2013	Finance Issues Instructions and Forms to Departments for Five-Year Capital Improvement Program (C-I-P) Requests
April 1, 2013 - April 26, 2013	Departments Prepare Requests for Five-Year Capital Improvement Program
April 5, 2013	Departments Submit Final Changes and Narratives for 2013 Budget Amendment to Finance
April 8, 2013 - April 26, 2013	Finance Prepares Final 2013 Budget Amendment for Rollovers, New Items, Revenue Adjustments, Etc.
April 26, 2013	Departments Submit Requests for Five-Year Capital Improvement Program
April 29, 2013 - May 10, 2013	Finance Consolidates and Summarizes All Requests for the Five-Year Capital Improvements Program
May 7, 2013	Council Considers 2013 Budget Amendment for Rollovers, New Items, Revenue Adjustments, Etc.
May 13, 2013 - July 26, 2013	Human Resources Conducts Annual Salary Survey and Other Key Benefits Survey
May 17, 2013	Finance Submits Individual C-I-P Requests Along with Consolidated and Summary Schedules to City Manager
May 20, 2013 - June 7, 2013	City Manager Meets with Departments and Reviews Requests for Five-Year Capital Improvements Program
June 7, 2013	City Manager Issues Final Recommendations on the Five-Year Capital Improvements Program
June 10, 2013 - June 21, 2013	Finance Consolidates and Summarizes City Manager's Recommendations on the C-I-P
June 24, 2013	Finance Submits Preliminary Recommended C-I-P Document to City Manager and Departments
July 1, 2013	Finance Prepares and Issues Instructions and Forms to Departments for Requesting Operations Budgets
July 1, 2013 - July 26, 2013	Departments Prepare 2014 Operational Budget Requests and Departmental Revenue Estimates for 2013 & 2014
July 9, 2013	Council Budget Retreat to Refine & Prioritize 2014 Goals, Discuss Recommended C-I-P, and Revenue Update
July 12, 2013	Finance Department Prepares and Issues Letters and Application Forms to Non-Profit Agencies
July 19, 2013	Departments Submit 2013 and 2014 Revenue Estimates to Finance for all Revenue Assessed or Collected by Dept
July 26, 2013	Human Resources Makes Final Recommendations to City Manager on Merits, Market Adjustments, and Audits
July 26, 2013	Departments Submit 2014 Operational Budget Requests to Finance
July 29, 2013 - August 9, 2013	City Manager Meets with HR and Departments on Merits, Market Adjustments, and Audits
July 29, 2013- August 16, 2013	Finance Consolidates and Summarizes Departments' Operational Requests
August 12, 2013	City Manager Issues Final Decisions on Merits, Market Adjustments, and Audits
August 19, 2013	Finance Submits Departmental Requests Plus Consolidated Requested Budget to City Manager & Depts
August 20, 2013 - September 6, 2013	City Manager Reviews Operational Budget Requests and Meets with Departments
September 6, 2013	Non-Profit Agencies Submit Grant Request Applications to Finance Department

**City of Louisville, Colorado
Budget Calendar
Budget Development Year - 2014**

Dates	Description
September 6, 2013	City Manager Issues Final Decisions to Finance and Departments on <i>Recommended Budget</i>
September 9, 2013 - September 23, 2013	Finance Consolidates and Summarizes City Manager's <i>Recommended Budget</i> - Prepares for Distribution
September 16, 2013	Human Resources Submits to City Manager and Finance Director the Preliminary Estimates on 2014 Benefit Costs
October 1, 2013	City Manager's Recommended Budget Presented to City Council at a Regular Meeting. <i>Public Hearing Set</i>
October 8, 2013	City Council Reviews and Discusses 2014 Goals and Recommended Budget at Study Session
October 9, 2012	Finance Prepares and Issues Public Notice for Public Hearing (Published October 13)
October 9, 2013	City Manager Informs Finance of Any Changes to Recommended Budget Based on Council Input
October 9, 2013 - October 11, 2013	Finance Consolidates and Summarizes a <i>Revised Recommended Budget</i> - Prepares for Distribution
October 15, 2013	City Council Conducts Public Hearing on 2014 Goals and Revised Recommended Budget
October 16, 2013	City Manager Informs Finance of Any Changes to Revised Recommended Budget Based on Council Input
October 16, 2013 - October 28, 2013	Finance Prepares Final Budget and Resolutions to Adopt the Budget, Appropriate Funds, and Levy Taxes
November 4, 2013	City Council Considers Resolutions to Adopt the Budget, Appropriate Funds, and Levy Taxes
November 5, 2013	Finance Prepares Mill Levy Certification Letter and Submits to City Clerk for Signature and to Boulder County
November 5, 2013 - December 31, 2013	Finance Prepares Formal Budget Document and Application to GFOA for Budget Presentation Award
November 18, 2013 & December 16, 2013	Finance Committee Reviews Grant Requests from Non-Profit Agencies and Makes Recommendations
January 3, 2014	Finance Publishes Formal Budget Document and Submits Application to GFOA for Budget Award
January 21, 2014	City Council is Presented with Finance Committee Recommendations on Non-Profit Agency Grants
January 22, 2014	Finance Issues Letters to Non-Profit Agencies Notifying Them of Council Decision on Grants

City Manager & Council
City Manager
Human Resources
All Departments
Finance
Non-Profit Agencies



City of Louisville, CO

2012 Benchmark Report



Contents

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Understanding the Benchmark Comparisons

COMPARISON DATA

NRC’s database of comparative resident opinion is comprised of resident perspectives gathered in citizen surveys from approximately 500 jurisdictions whose residents evaluated local government services and gave their opinion about the quality of community life. The City of Louisville chose to have comparisons made to the entire database as well as a subset of jurisdictions in the Front Range. A benchmark comparison (the average rating from all the comparison jurisdictions where a similar question was asked) has been provided when a similar question on the City of Louisville survey was included in NRC’s database and there were at least five jurisdictions in which the question was asked.

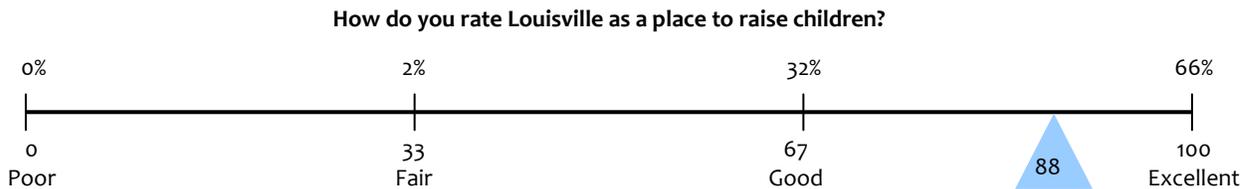
PUTTING EVALUATIONS ONTO THE 100-POINT SCALE

Although responses to many of the evaluative questions were made on a 4 point scale with 1 representing the best rating and 4 the worst, the benchmarks are reported on a common scale where 0 is the worst possible rating and 100 is the best possible rating. The 95 percent confidence interval around an average score on the 100-point scale is no greater than plus or minus two points based on all respondents.

The 100-point scale is not a percent. It is a conversion of responses to an average rating. Each response option is assigned a value that is used in calculating the average score. For example, “excellent”=100, “good”=67, “fair”=33 and “poor”=0. If everyone reported “excellent,” then the average rating would be 100 on the 100-point scale. Likewise, if all respondents gave a “poor,” the result would be 0 on the 100-point scale. If half the respondents gave a score of “excellent” and half gave a score of “poor,” the average would be in the middle of the scale (like the center post of a teeter totter) between “fair” and “good.” An example of how to convert survey frequencies into an average rating appears below.

Example of Converting Responses to the 100-point Scale

How do you rate Louisville as a place to raise children?						
Response option	Total with “don’t know”	Step1: Remove the percent of “don’t know” responses	Total without “don’t know”	Step 2: Assign scale values	Step 3: Multiply the percent by the scale value	Step 4: Sum to calculate the average rating
Excellent	57%	$=57 \div (100-14) =$	66%	100	$=66\% \times 100 =$	66
Good	26%	$=26 \div (100-14) =$	30%	67	$=30\% \times 67 =$	21
Fair	2%	$=2 \div (100-14) =$	2%	33	$=2\% \times 33 =$	1
Poor	0%	$=0 \div (100-14) =$	0%	0	$=0\% \times 0 =$	0
Don’t know	14%		--			
Total	100%		100%			88



INTERPRETING THE RESULTS

Where comparisons are available, three numbers are provided in the table. The first column is Louisville’s rating on the 100-point scale. The second column is the rank assigned to Louisville’s rating among jurisdictions where a similar question was asked. The third column is the number of jurisdictions that asked a similar question. The fourth column shows the comparison of Louisville’s average rating (column one) to the benchmark.

Where comparisons for quality ratings were available, the City of Louisville’s results were generally noted as being “above” the benchmark, “below” the benchmark or “similar” to the benchmark. For some questions – those related to resident behavior, circumstance or to a local problem – the comparison to the benchmark is designated as “more,” “similar” or “less” (for example, residents contacting the City in the last 12 months). In instances where ratings are considerably higher or lower than the benchmark, these ratings have been further demarcated by the attribute of “much,” (for example, “much less” or “much above”). These labels come from a statistical comparison of Louisville’s rating to the benchmark where a rating is considered “similar” if it is within the margin of error (less than two points on the 100-point scale); “above,” “below,” “more” or “less” if the difference between Louisville’s rating and the benchmark is greater the margin of error (between two and four points on the 100-point scale); and “much above,” “much below,” “much more” or “much less” if the difference between Louisville’s rating and the benchmark is more than twice the margin of error (greater than four points on the 100-point scale).

National Benchmark Comparisons

Aspects of Quality of Life Benchmarks				
	Louisville average rating	Rank	Number of Jurisdictions for Comparison	Comparison to National benchmark
How do you rate Louisville as a place to live?	92	3	364	Much above
How do you rate your neighborhood as a place to live?	86	4	293	Much above
How do you rate Louisville as a place to raise children?	92	2	361	Much above
How do you rate Louisville as a place to retire?	78	13	346	Much above
How do you rate Louisville as a place to work?	68	44	322	Much above
How do you rate the overall quality of life in Louisville?	88	3	432	Much above

Community Characteristics Benchmarks				
	Louisville average rating	Rank	Number of Jurisdictions for Comparison	Comparison to National benchmark
Sense of community	78	6	300	Much above
Openness and acceptance of the community towards people of diverse backgrounds	68	23	270	Much above
Overall appearance of Louisville	74	37	337	Much above
Opportunities to attend cultural activities	62	57	300	Much above
Shopping opportunities	52	138	285	Above
Opportunities to participate in special events and community activities	74	10	190	Much above
Opportunities to volunteer	69	49	191	Much above
Opportunities to participate in community matters	69	13	193	Much above
Recreational opportunities	79	14	296	Much above
Employment opportunities	43	90	299	Much above
Air quality	75	22	235	Much above
Variety of housing options	60	45	191	Much above
Availability of affordable quality housing	45	120	302	Above
Availability of affordable quality child care	58	13	234	Much above
Availability of affordable quality food	69	11	182	Much above
Availability of preventive health services	69	5	155	Much above
Ease of car travel in Louisville	78	2	289	Much above
Ease of bus travel in Louisville	62	11	206	Much above
Ease of bicycle travel in Louisville	79	5	281	Much above
Ease of walking in Louisville	82	4	283	Much above
Traffic flow on major streets	68	2	266	Much above
Overall lighting in the City	71	4	322	Much above
Quality of overall natural environment in Louisville	78	16	203	Much above
Overall image or reputation of Louisville	88	2	311	Much above

Safety From Crime and Environmental Hazards Benchmarks				
	Louisville average rating	Rank	Number of Jurisdictions for Comparison	Comparison to National benchmark
Violent crime (e.g., rape, assault, robbery)	94	1	286	Much above
Property crimes (e.g., burglary, theft)	86	1	286	Much above
Environmental hazards, including toxic waste	89	5	198	Much above

Safety in Various Public Areas Benchmarks				
	Louisville average rating	Rank	Number of Jurisdictions for Comparison	Comparison to National benchmark
In your neighborhood during the day	98	3	334	Much above
In your neighborhood after dark	90	3	326	Much above
In Louisville's downtown area during the day	98	2	284	Much above
In Louisville's downtown area after dark	91	1	294	Much above
In Louisville's parks during the day	97	1	78	Much above
In Louisville's parks after dark	82	1	78	Much above

Quality of City Services Benchmarks				
	Louisville average rating	Rank	Number of Jurisdictions for Comparison	Comparison to National benchmark
Fire services	90	2	335	Much above
Ambulance/emergency medical services	87	9	331	Much above
Amount of public parking downtown	54	46	223	Much above
Bus/transit services	62	36	215	Much above
Health services	73	4	197	Much above
Services to seniors	76	6	296	Much above
Services to youth	72	9	273	Much above
Services to low-income people	58	15	240	Much above
Public schools	81	15	248	Much above
Economic development	59	25	283	Much above
Land use, planning and zoning	62	10	295	Much above
Building inspection	65	1	32	Much above
Louisville public information sources	68	33	280	Much above

Quality of City Administration Benchmarks				
	Louisville average rating	Rank	Number of Jurisdictions for Comparison	Comparison to National benchmark
City response to citizen complaints or concerns	63	1	10	Much above
Programming on Louisville cable TV, municipal channel 8	60	8	29	Much above
Louisville Web site (www.louisvilleco.gov)	65	14	77	Much above
Overall performance of Louisville City government	67	5	22	Much above

Quality of Louisville Public Safety Benchmarks				
	Louisville average rating	Rank	Number of Jurisdictions for Comparison	Comparison to National benchmark
Safety of your neighborhood	89	4	40	Much above
Visibility of patrol cars	78	1	52	Much above
Enforcement of traffic regulations	72	2	358	Much above
Municipal code enforcement issues (dogs, noise, weeds, etc.)	62	16	360	Much above
Overall performance of the Louisville Police Department	78	34	412	Much above

Quality of the Louisville Planning and Building Benchmarks				
	Louisville average rating	Rank	Number of Jurisdictions for Comparison	Comparison to National benchmark
Overall performance of the Louisville Planning Department	64	1	29	Much above

Quality of the Louisville Parks and Recreation Department Benchmarks				
	Louisville average rating	Rank	Number of Jurisdictions for Comparison	Comparison to National benchmark
Current recreation programs for youth	75	3	41	Much above
Current programs and services for seniors	79	Not available	Not available	Not available
Overall performance of the Louisville Recreation Center	75	19	265	Much above
Overall performance of the Louisville Senior Center	78	3	13	Much above
Overall performance of the Coal Creek Golf Course	65	10	26	Similar
Programming at the Louisville Arts Center	70	1	19	Much above
Maintenance and cleanliness of the Louisville Recreation Center	77	3	58	Much above
Maintenance of open space	76	1	9	Much above
Maintenance of the trail system	78	4	36	Much above
Maintenance of the cemetery	77	1	8	Much above
Overall performance of the Louisville Parks and Recreation Department	75	2	9	Much above

Quality of the Louisville Public Library Benchmarks				
	Louisville average rating	Rank	Number of Jurisdictions for Comparison	Comparison to National benchmark
Services at the Louisville Public Library (e.g., reference desk, check out, etc.)	84	2	19	Much above
Internet and computer services at the Louisville Public Library	79	1	6	Much above
Louisville Public Library materials and collections	72	11	64	Much above
Louisville Public Library facility	86	Not available	Not available	Not available
Overall performance of the Louisville Public Library	83	19	318	Much above

Quality of Louisville Public Works Benchmarks				
	Louisville average rating	Rank	Number of Jurisdictions for Comparison	Comparison to National benchmark
Street maintenance in Louisville	65	15	417	Much above
Street sweeping	65	48	295	Much above
Snow removal/street sanding	55	138	265	Similar
Street lighting, signage and street markings	70	3	26	Much above
Waste water (sewage system)	73	2	25	Much above
Storm drainage (flooding management)	72	3	347	Much above
Quality of Louisville water	77	4	46	Much above
Overall performance of Louisville Public Works Department	71	1	10	Much above

Overall Quality of City Services Benchmark				
	Louisville average rating	Rank	Number of Jurisdictions for Comparison	Comparison to National benchmark
Overall, how do you rate the quality of services provided by the City of Louisville?	77	12	413	Much above

Contact with City Employees Benchmark				
	Louisville average rating	Rank	Number of Jurisdictions for Comparison	Comparison to National benchmark
Have you had any email, in-person or phone contact with an employee of the City of Louisville within the last 12 months	69	27	286	Much more

Quality of City Employees Benchmarks				
	Louisville average rating	Rank	Number of Jurisdictions for Comparison	Comparison to National benchmark
Knowledge	83	6	324	Much above
Responsiveness	83	4	318	Much above
Courtesy	86	3	78	Much above
Overall impression	84	1	369	Much above

Ratings of Western Disposal Services Benchmark (trash and recycling)				
	Louisville average rating	Rank	Number of Jurisdictions for Comparison	Comparison to National benchmark
How do you rate the quality of trash and recycling services provided by Western Disposal?	80	4	28	Much above

Participation in Activities in Louisville Benchmarks				
	Louisville average rating	Rank	Number of Jurisdictions for Comparison	Comparison to National benchmark
Used the Louisville Public Library or its services	80	41	212	Much more
Used the Louisville Recreation Center	79	4	203	Much more
Participated in a City recreation program or activity	60	20	236	Much more
Visited a neighborhood park or City park	95	10	244	Much more

Frequency of Use of Information Sources				
	Louisville average rating	Rank	Number of Jurisdictions for Comparison	Comparison to National benchmark
Community Update (City Newsletter)	70	8	41	Much above

JURISDICTIONS INCLUDED IN THE NATIONAL BENCHMARK COMPARISONS

List below are the jurisdictions included in the national benchmark comparisons provided for the City of Louisville followed by its 2010 population according to the U.S. Census.

Abilene, KS	6,844	Botetourt County, VA.....	33,148	Collier County, FL.....	321,520
Airway Heights, WA.....	6,114	Boulder County, CO.....	294,567	Collinsville, IL	25,579
Alamogordo, NM	30,403	Boulder, CO	97,385	Colorado Springs, CO	416,427
Albany, GA.....	77,434	Bowling Green, KY	58,067	Columbus, WI.....	4,991
Albany, OR.....	50,158	Bozeman, MT	37,280	Commerce City, CO.....	45,913
Albemarle County, VA.....	98,970	Branson, MO.....	10,520	Concord, CA	122,067
Alpharetta, GA	57,551	Brea, CA	39,282	Concord, MA.....	17,668
Ames, IA	58,965	Breckenridge, CO	4,540	Concord, NC.....	79,066
Andover, MA	8,762	Brevard County, FL.....	543,376	Conyers, GA	15,195
Ankeny, IA	45,582	Brisbane, CA	4,282	Cookeville, TN	30,435
Ann Arbor, MI	113,934	Broken Arrow, OK.....	98,850	Cooper City, FL.....	28,547
Annapolis, MD.....	38,394	Brookline, NH	4,991	Coral Springs, FL.....	121,096
Apple Valley, CA	69,135	Broomfield, CO.....	55,889	Coronado, CA.....	18,912
Arapahoe County, CO	572,003	Brownsburg, IN	21,285	Corpus Christi, TX	305,215
Archuleta County, CO	12,084	Bryan, TX.....	76,201	Corvallis, OR.....	54,462
Arkansas City, KS.....	12,415	Burlingame, CA.....	28,806	Coventry, CT	2,990
Arlington County, VA	207,627	Burlington, MA	24,498	Craig, CO	9,464
Arvada, CO	106,433	Cabarrus County, NC.....	178,011	Cranberry Township, PA.....	28,098
Asheville, NC	83,393	Calgary, Canada	1,096,833	Crested Butte, CO	1,487
Ashland, OR.....	20,078	Cambridge, MA	105,162	Crystal Lake, IL.....	40,743
Ashland, VA	7,225	Canandaigua, NY	10,545	Cumberland County, PA.....	235,406
Aspen, CO.....	6,658	Cape Coral, FL.....	154,305	Cupertino, CA.....	58,302
Auburn, AL	53,380	Carlsbad, CA	105,328	Dakota County, MN	398,552
Auburn, WA.....	70,180	Carson City, NV	55,274	Dallas, TX.....	1,197,816
Aurora, CO.....	325,078	Cartersville, GA.....	19,731	Dania Beach, FL	29,639
Austin, TX	790,390	Carver County, MN.....	91,042	Davenport, IA	99,685
Avondale, AZ.....	76,238	Cary, NC	135,234	Davidson, NC	10,944
Baltimore County, MD	805,029	Casa Grande, AZ	48,571	Daviess County, KY.....	96,656
Baltimore, MD.....	620,961	Casper, WY	55,316	Davis, CA	65,622
Barnstable, MA	45,193	Cedar Creek, NE.....	390	Daytona Beach, FL.....	61,005
Batavia, IL.....	26,045	Cedar Falls, IA.....	39,260	De Pere, WI	23,800
Battle Creek, MI	52,347	Cedar Rapids, IA.....	126,326	Decatur, GA.....	19,335
Bedford, MA.....	13,320	Centennial, CO.....	100,377	DeKalb, IL.....	43,862
Beekman, NY.....	14,621	Centralia, IL.....	13,032	Del Mar, CA	4,161
Belleair Beach, FL.....	1,560	Chambersburg, PA	20,268	Delaware, OH.....	34,753
Bellevue, WA.....	122,363	Chandler, AZ	236,123	Delray Beach, FL	60,522
Bellingham, WA.....	80,885	Chanhassen, MN	22,952	Denton, TX	113,383
Beltrami County, MN	44,442	Charlotte County, FL	159,978	Denver, CO.....	600,158
Benbrook, TX	21,234	Charlotte, NC.....	731,424	Des Moines, IA.....	203,433
Bend, OR	76,639	Chesapeake, VA.....	222,209	Destin, FL	12,305
Benicia, CA.....	26,997	Chesterfield County, VA.....	316,236	Dewey-Humboldt, AZ.....	3,894
Bettendorf, IA.....	33,217	Cheyenne, WY	59,466	District of Saanich, Victoria,	
Billings, MT	104,170	Chittenden County, VT	156,545	Canada	109,661
Blacksburg, VA	42,620	Chula Vista, CA.....	243,916	Dorchester County, MD.....	32,618
Bloomfield, NM	8,112	Clark County, WA	425,363	Dover, DE	36,047
Bloomington, IL	76,610	Clay County, MO.....	221,939	Dover, NH	29,987
Blue Ash, OH	12,114	Clayton, MO.....	15,939	Dublin, CA	46,036
Blue Earth, MN.....	3,353	Clear Creek County, CO.....	9,088	Dublin, OH.....	41,751
Blue Springs, MO	52,575	Clearwater, FL	107,685	Duluth, MN	86,265
Boise, ID	205,671	Cococino County, AZ.....	134,421	Duncanville, TX	38,524
Borough of Ebensburg, PA.....	3,351	Colleyville, TX.....	22,807	Durango, CO	16,887

East Providence, RI	47,037	Gunnison County, CO	15,324	Lebanon, NH	13,151
Eau Claire, WI	65,883	Gurnee, IL	31,295	Lebanon, OH	20,033
Edmond, OK	81,405	Hamilton, OH	62,477	Lee County, FL	618,754
Edmonton, Canada	1,159,869	Hampton, VA	137,436	Lee's Summit, MO	91,364
El Cerrito, CA	23,549	Hanover County, VA	99,863	Lexington, VA	7,042
El Paso, TX	649,121	Harrisonville, MO	10,019	Liberty, MO	29,149
Elk Grove, CA	153,015	Hartford, CT	124,775	Lincolnwood, IL	12,590
Ellisville, MO	9,133	Henderson, NV	257,729	Little Rock, AR	193,524
Elmhurst, IL	44,121	Hermiston, OR	16,745	Livermore, CA	80,968
Englewood, CO	30,255	Herndon, VA	23,292	Lodi, CA	62,134
Ephrata Borough, PA	13,394	High Point, NC	104,371	Lone Tree, CO	10,218
Escambia County, FL	297,619	Highland Park, IL	29,763	Long Beach, CA	462,257
Escanaba, MI	12,616	Highlands Ranch, CO	96,713	Longmont, CO	86,270
Estes Park, CO	5,858	Hillsborough County, FL	1,229,226	Los Alamos County, NM	17,950
Eugene, OR	156,185	Hillsborough, NC	6,087	Louisville, CO	18,376
Eustis, FL	18,558	Honolulu, HI	953,207	Loveland, CO	66,859
Evanston, IL	74,486	Hopewell, VA	22,591	Lower Providence Township, PA	25,436
Fairway, KS	3,882	Hoquiam, WA	8,726	Lyme, NH	11,260
Farmington Hills, MI	79,740	Hot Sulphur Springs, CO	663	Lynchburg, VA	75,568
Farmington, NM	45,877	Houston, TX	2,099,451	Lynnwood, WA	35,836
Farmington, UT	18,275	Howell, MI	9,489	Lynwood, CA	69,772
Fayetteville, AR	73,580	Hudson, CO	2,356	Lyons, IL	10,729
Federal Way, WA	89,306	Hurst, TX	37,337	Madison, WI	233,209
Fishers, IN	76,794	Hutchinson, MN	14,178	Maple Grove, MN	61,567
Flagstaff, AZ	65,870	Hutto, TX	14,698	Maple Valley, WA	22,684
Florence, AZ	25,536	Indian Trail, NC	33,518	Marana, AZ	34,961
Flower Mound, TX	64,669	Indianola, IA	14,782	Maricopa County, AZ	3,817,117
Flushing, MI	8,389	Irving, TX	216,290	Marion, IA	33,309
Forest Grove, OR	21,083	Jackson County, MI	160,248	Maryland Heights, MO	27,472
Fort Collins, CO	143,986	Jackson County, OR	203,206	Maryville, MO	11,972
Fort Worth, TX	741,206	James City County, VA	67,009	Mayer, MN	1,749
Fredericksburg, VA	24,286	Jefferson City, MO	43,079	McAllen, TX	129,877
Freeport, IL	25,638	Jefferson County, CO	534,543	McDonough, GA	22,084
Fridley, MN	27,208	Jerome, ID	10,890	McKinney, TX	131,117
Fruita, CO	12,646	Johnson County, KS	544,179	McMinnville, OR	32,187
Gainesville, FL	124,354	Joplin, MO	50,150	Mecklenburg County, NC	919,628
Gaithersburg, MD	59,933	Jupiter, FL	55,156	Medford, OR	74,907
Galt, CA	23,647	Kalamazoo, MI	74,262	Medina, MN	4,892
Garden City, KS	26,658	Kamloops, Canada	86,376	Menlo Park, CA	32,026
Gardner, KS	19,123	Kannapolis, NC	42,625	Meridian Charter Township, MI	39,688
Geneva, NY	13,261	Keizer, OR	36,478	Meridian, ID	75,092
Georgetown, CO	1,034	Kelowna, Canada	96,288	Merriam, KS	11,003
Georgetown, TX	47,400	Kettering, OH	56,163	Merrill, WI	9,661
Gig Harbor, WA	7,126	Kirkland, WA	48,787	Mesa County, CO	146,723
Gilbert, AZ	208,453	Kissimmee, FL	59,682	Mesa, AZ	439,041
Gillette, WY	29,087	Kitsap County, WA	251,133	Miami Beach, FL	87,779
Gladstone, MI	4,973	Kutztown Borough, PA	5,012	Midland, MI	41,863
Golden, CO	18,867	La Mesa, CA	57,065	Milton, GA	32,661
Goodyear, AZ	65,275	La Plata, MD	8,753	Minneapolis, MN	382,578
Grand County, CO	14,843	La Porte, TX	33,800	Mission Viejo, CA	93,305
Grand Island, NE	48,520	La Vista, NE	15,758	Mission, KS	9,323
Grand Prairie, TX	175,396	Laguna Beach, CA	22,723	Missoula, MT	66,788
Greeley, CO	92,889	Lakewood, CO	142,980	Montgomery County, MD	971,777
Green Valley, AZ	21,391	Lane County, OR	351,715	Montgomery County, VA	94,392
Greenwood Village, CO	13,925	Laramie, WY	30,816	Montpelier, VT	7,855
Greer, SC	25,515	Larimer County, CO	299,630	Montrose, CO	19,132
Guelph, Ontario, Canada	121,668	Lawrence, KS	87,643		
Gulf Shores, AL	9,741	League City, TX	83,560		

Mooresville, NC.....	32,711	Pasco County, FL.....	464,697	San Francisco, CA.....	805,235
Morgantown, WV.....	29,660	Pasco, WA.....	59,781	San Jose, CA.....	945,942
Morristown, TN.....	29,137	Peachtree City, GA.....	34,364	San Juan County, NM.....	130,044
Moscow, ID.....	23,800	Peoria County, IL.....	186,494	San Luis Obispo County, CA.....	269,637
Mountain View, CA.....	74,066	Peoria, AZ.....	154,065	San Marcos, TX.....	44,894
Mountlake Terrace, WA.....	19,909	Peters Township, PA.....	21,213	San Rafael, CA.....	57,713
Multnomah County, OR.....	735,334	Petoskey, MI.....	5,670	Sandusky, OH.....	25,793
Munster, IN.....	23,603	Philadelphia, PA.....	1,526,006	Sandy Springs, GA.....	93,853
Muscatine, IA.....	22,886	Phoenix, AZ.....	1,445,632	Sandy, UT.....	87,461
Naperville, IL.....	141,853	Pinal County, AZ.....	375,770	Sanford, FL.....	53,570
Nashville, TN.....	601,222	Pinellas County, FL.....	916,542	Santa Barbara County, CA.....	423,895
Needham, MA.....	28,886	Pinellas Park, FL.....	49,079	Santa Monica, CA.....	89,736
New Orleans, LA.....	343,829	Piqua, OH.....	25,172	Sarasota, FL.....	51,917
New York City, NY.....	8,175,133	Pitkin County, CO.....	17,148	Sault Sainte Marie, MI.....	14,144
Newport Beach, CA.....	85,186	Plano, TX.....	259,841	Savannah, GA.....	136,286
Newport News, VA.....	180,719	Platte City, MO.....	4,691	Scarborough, ME.....	4,403
Newport, RI.....	24,672	Pocatello, ID.....	54,255	Scott County, MN.....	129,928
Noblesville, IN.....	51,969	Port Huron, MI.....	30,184	Scottsdale, AZ.....	217,385
Normal, IL.....	52,497	Port Orange, FL.....	56,048	Seaside, CA.....	33,025
Norman, OK.....	110,925	Port St. Lucie, FL.....	164,603	Sedona, AZ.....	10,031
North Branch, MN.....	10,125	Portland, OR.....	583,776	Seminole, FL.....	17,233
North Las Vegas, NV.....	216,961	Post Falls, ID.....	27,574	Shenandoah, TX.....	2,134
North Palm Beach, FL.....	12,015	Poway, CA.....	47,811	Sherman, IL.....	4,148
Northglenn, CO.....	35,789	Prescott Valley, AZ.....	38,822	Shorewood, IL.....	15,615
Novi, MI.....	55,224	Prince William County, VA.....	402,002	Shorewood, MN.....	7,307
O'Fallon, IL.....	28,281	Provo, UT.....	112,488	Shrewsbury, MA.....	35,608
O'Fallon, MO.....	79,329	Pueblo, CO.....	106,595	Sioux Falls, SD.....	153,888
Oak Park, IL.....	51,878	Purcellville, VA.....	7,727	Skokie, IL.....	64,784
Oak Ridge, TN.....	29,330	Queen Creek, AZ.....	26,361	Smyrna, GA.....	51,271
Oakland Park, FL.....	41,363	Radford, VA.....	16,408	Snellville, GA.....	18,242
Oakland Township, MI.....	41,070	Rancho Cordova, CA.....	64,776	Snoqualmie, WA.....	10,670
Oakville, Canada.....	182,520	Rapid City, SD.....	67,956	South Daytona, FL.....	12,252
Ocala, FL.....	56,315	Raymore, MO.....	19,206	South Haven, MI.....	4,403
Ocean City, MD.....	7,102	Redmond, WA.....	54,144	South Lake Tahoe, CA.....	21,403
Ogdensburg, NY.....	11,128	Rehoboth Beach, DE.....	1,327	South Portland, ME.....	25,002
Oklahoma City, OK.....	579,999	Reno, NV.....	225,221	Southlake, TX.....	26,575
Olathe, KS.....	125,872	Renton, WA.....	90,927	Sparks, NV.....	90,264
Oldsmar, FL.....	13,591	Richmond Heights, MO.....	8,603	Spokane Valley, WA.....	89,755
Olmsted County, MN.....	144,248	Richmond, CA.....	103,701	Spotsylvania County, VA.....	122,397
Olympia, WA.....	46,478	Rio Rancho, NM.....	87,521	Springboro, OH.....	17,409
Orange Village, OH.....	3,323	Riverdale, UT.....	8,426	Springfield, OR.....	59,403
Orland Park, IL.....	56,767	Riverside, IL.....	8,875	Springville, UT.....	29,466
Oshkosh, WI.....	66,083	Riverside, MO.....	2,937	St. Cloud, FL.....	35,183
Ottawa County, MI.....	263,801	Roanoke, VA.....	97,032	St. Louis County, MN.....	200,226
Overland Park, KS.....	173,372	Rochester, MI.....	12,711	Stafford County, VA.....	128,961
Oviedo, FL.....	33,342	Rock Hill, SC.....	66,154	Starkville, MS.....	23,888
Palatine, IL.....	68,557	Rockford Park District, IL.....	NA	State College, PA.....	42,034
Palm Bay, FL.....	103,190	Rockville, MD.....	61,209	Steamboat Springs, CO.....	12,088
Palm Beach County, FL.....	1,320,134	Roeland Park, KS.....	6,731	Sterling, CO.....	14,777
Palm Beach Gardens, FL.....	48,452	Rolla, MO.....	19,559	Stillwater, OK.....	45,688
Palm Coast, FL.....	75,180	Roswell, GA.....	88,346	Stockton, CA.....	291,707
Palm Springs, CA.....	44,552	Round Rock, TX.....	99,887	Suamico, WI.....	4,095
Palo Alto, CA.....	64,403	Rowlett, TX.....	56,199	Sugar Grove, IL.....	8,997
Panama City, FL.....	36,484	Saco, ME.....	18,482	Sugar Land, TX.....	78,817
Park City, UT.....	7,558	Salida, CO.....	5,236	Summit County, CO.....	27,994
Park Ridge, IL.....	37,480	Salina, KS.....	47,707	Summit, NJ.....	21,457
Parker, CO.....	45,297	Salt Lake City, UT.....	186,440	Sunnyvale, CA.....	140,081
Pasadena, TX.....	149,043	San Diego, CA.....	1,307,402	Surprise, AZ.....	117,517

Suwanee, GA.....	15,355	Victoria, Canada	78,659	Williamsburg, VA	14,068
Tacoma, WA	198,397	Village of Howard City, MI	1,808	Wilmington, IL	5,724
Takoma Park, MD.....	16,715	Virginia Beach, VA	437,994	Wilmington, NC.....	106,476
Tallahassee, FL	181,376	Visalia, CA	124,442	Wind Point, WI.....	1,723
Temecula, CA	100,097	Volusia County, FL.....	494,593	Windsor, CO.....	18,644
Tempe, AZ	161,719	Wahpeton, ND.....	7,766	Windsor, CT.....	29,044
Temple, TX	66,102	Wake Forest, NC.....	30,117	Winnipeg, Canada.....	663,617
Teton County, WY.....	21,294	Walnut Creek, CA	64,173	Winston-Salem, NC.....	229,617
The Colony, TX	36,328	Walton County, FL.....	55,043	Winter Garden, FL.....	34,568
Thornton, CO.....	118,772	Washington City, UT	18,761	Winter Park, FL	27,852
Thousand Oaks, CA.....	126,683	Washington County, MN....	238,136	Woodbury, MN	61,961
Thunder Bay, Canada.....	108,359	Washoe County, NV	421,407	Woodland, WA.....	5,509
Titusville, FL.....	43,761	Watauga, TX	23,497	Woodridge, IL.....	32,971
Tomball, TX	10,753	Wausau, WI.....	39,106	Worcester, MA.....	181,045
Tualatin, OR.....	26,054	Wentzville, MO.....	29,070	Yellowknife, Canada	18,700
Tulsa, OK	391,906	West Des Moines, IA	56,609	York County, VA.....	65,464
Tuskegee, AL.....	9,865	West Richland, WA.....	11,811	Yuma County, AZ	195,751
Twin Falls, ID	44,125	Westlake, TX.....	992	Yuma, AZ.....	93,064
Upper Arlington, OH.....	33,771	Westminster, CO	106,114		
Upper Merion Township, PA	28,395	Wheat Ridge, CO	30,166		
Urbandale, IA	39,463	White House, TN	10,255		
Valdez, AK	3,976	Whitehorse, Canada.....	26,418		
Vancouver, WA	161,791	Whitewater Township, MI	198		
Vestavia Hills, AL	34,033	Wichita, KS.....	382,368		

Front Range Jurisdictions Benchmark Comparisons

Aspects of Quality of Life Benchmarks				
	Louisville average rating	Rank	Number of Jurisdictions for Comparison	Comparison to Front Range benchmark
How do you rate Louisville as a place to live?	92	1	22	Much above
How do you rate your neighborhood as a place to live?	86	1	20	Much above
How do you rate Louisville as a place to raise children?	92	1	20	Much above
How do you rate Louisville as a place to retire?	78	1	20	Much above
How do you rate Louisville as a place to work?	68	3	21	Much above
How do you rate the overall quality of life in Louisville?	88	1	24	Much above

Community Characteristics Benchmarks				
	Louisville average rating	Rank	Number of Jurisdictions for Comparison	Comparison to Front Range benchmark
Sense of community	78	1	16	Much above
Openness and acceptance of the community towards people of diverse backgrounds	68	2	15	Much above
Overall appearance of Louisville	74	4	15	Much above
Opportunities to attend cultural activities	62	6	16	Much above
Shopping opportunities	52	8	15	Below
Opportunities to participate in special events and community activities	74	1	10	Much above
Opportunities to volunteer	69	3	12	Much above
Opportunities to participate in community matters	69	1	11	Much above
Recreational opportunities	79	2	16	Much above
Employment opportunities	43	8	17	Much above
Air quality	75	3	16	Much above
Variety of housing options	60	4	12	Much above
Availability of affordable quality housing	45	9	16	Similar
Availability of affordable quality child care	58	1	10	Much above
Availability of affordable quality food	69	1	6	Much above
Availability of preventive health services	69	1	7	Much above
Ease of car travel in Louisville	78	1	19	Much above
Ease of bus travel in Louisville	62	2	15	Much above
Ease of bicycle travel in Louisville	79	2	16	Much above
Ease of walking in Louisville	82	1	16	Much above
Traffic flow on major streets	68	1	12	Much above
Overall lighting in the City	71	1	12	Much above
Quality of overall natural environment in Louisville	78	3	13	Much above
Overall image or reputation of Louisville	88	1	14	Much above

Safety From Crime and Environmental Hazards Benchmarks				
	Louisville average rating	Rank	Number of Jurisdictions for Comparison	Comparison to Front Range benchmark
Violent crime (e.g., rape, assault, robbery)	94	1	16	Much above
Property crimes (e.g., burglary, theft)	86	1	16	Much above
Environmental hazards, including toxic waste	89	2	12	Much above

Safety in Various Public Areas Benchmarks				
	Louisville average rating	Rank	Number of Jurisdictions for Comparison	Comparison to Front Range benchmark
In your neighborhood during the day	98	1	16	Much above
In your neighborhood after dark	90	1	15	Much above
In Louisville's downtown area during the day	98	1	14	Much above
In Louisville's downtown area after dark	91	1	14	Much above
In Louisville's parks during the day	97	Not available	Not available	Not available
In Louisville's parks after dark	82	Not available	Not available	Not available

Quality of City Services Benchmarks				
	Louisville average rating	Rank	Number of Jurisdictions for Comparison	Comparison to Front Range benchmark
Fire services	90	1	11	Much above
Ambulance/emergency medical services	87	1	11	Much above
Amount of public parking downtown	54	3	7	Much above
Bus/transit services	62	3	11	Much above
Health services	73	1	10	Much above
Services to seniors	76	1	15	Much above
Services to youth	72	1	12	Much above
Services to low-income people	58	1	12	Much above
Public schools	81	1	10	Much above
Economic development	59	2	13	Much above
Land use, planning and zoning	62	2	17	Much above
Building inspection	65	1	9	Much above
Louisville public information sources	68	2	9	Much above

Quality of City Administration Benchmarks				
	Louisville average rating	Rank	Number of Jurisdictions for Comparison	Comparison to Front Range benchmark
City response to citizen complaints or concerns	63	Not available	Not available	Not available
Programming on Louisville cable TV, municipal channel 8	60	Not available	Not available	Not available
Louisville Web site (www.louisvilleco.gov)	65	2	5	Much above
Overall performance of Louisville City government	67	Not available	Not available	Not available

Quality of Louisville Public Safety Benchmarks				
	Louisville average rating	Rank	Number of Jurisdictions for Comparison	Comparison to Front Range benchmark
Safety of your neighborhood	89	Not available	Not available	Not available
Visibility of patrol cars	78	Not available	Not available	Not available
Enforcement of traffic regulations	72	1	21	Much above
Municipal code enforcement issues (dogs, noise, weeds, etc.)	62	2	23	Much above
Overall performance of the Louisville Police Department	78	2	21	Much above

Quality of the Louisville Planning and Building Benchmarks				
	Louisville average rating	Rank	Number of Jurisdictions for Comparison	Comparison to Front Range benchmark
Overall performance of the Louisville Planning Department	64	Not available	Not available	Not available

Quality of the Louisville Parks and Recreation Department Benchmarks

	Louisville average rating	Rank	Number of Jurisdictions for Comparison	Comparison to Front Range benchmark
Current recreation programs for youth	75	Not available	Not available	Not available
Current programs and services for seniors	79	Not available	Not available	Not available
Overall performance of the Louisville Recreation Center	75	2	15	Much above
Overall performance of the Louisville Senior Center	78	Not available	Not available	Not available
Overall performance of the Coal Creek Golf Course	65	Not available	Not available	Not available
Programming at the Louisville Arts Center	70	Not available	Not available	Not available
Maintenance and cleanliness of the Louisville Recreation Center	77	Not available	Not available	Not available
Maintenance of open space	76	Not available	Not available	Not available
Maintenance of the trail system	78	3	5	Similar
Maintenance of the cemetery	77	Not available	Not available	Not available
Overall performance of the Louisville Parks and Recreation Department	75	Not available	Not available	Not available

Quality of the Louisville Public Library Benchmarks

	Louisville average rating	Rank	Number of Jurisdictions for Comparison	Comparison to Front Range benchmark
Services at the Louisville Public Library (e.g., reference desk, check out, etc.)	84	Not available	Not available	Not available
Internet and computer services at the Louisville Public Library	79	Not available	Not available	Not available
Louisville Public Library materials and collections	72	Not available	Not available	Not available
Louisville Public Library facility	86	Not available	Not available	Not available
Overall performance of the Louisville Public Library	83	1	12	Much above

Quality of Louisville Public Works Benchmarks				
	Louisville average rating	Rank	Number of Jurisdictions for Comparison	Comparison to Front Range benchmark
Street maintenance in Louisville	65	2	22	Much above
Street sweeping	65	3	17	Much above
Snow removal/street sanding	55	9	22	Similar
Street lighting, signage and street markings	70	Not available	Not available	Not available
Waste water (sewage system)	73	Not available	Not available	Not available
Storm drainage (flooding management)	72	2	15	Much above
Quality of Louisville water	77	2	6	Above
Overall performance of Louisville Public Works Department	71	Not available	Not available	Not available

Overall Quality of City Services Benchmark				
	Louisville average rating	Rank	Number of Jurisdictions for Comparison	Comparison to Front Range benchmark
Overall, how do you rate the quality of services provided by the City of Louisville?	77	2	21	Much above

Contact with City Employees Benchmark				
	Louisville average rating	Rank	Number of Jurisdictions for Comparison	Comparison to Front Range benchmark
Have you had any email, in-person or phone contact with an employee of the City of Louisville within the last 12 months	69	1	14	Much more

Quality of City Employees Benchmarks				
	Louisville average rating	Rank	Number of Jurisdictions for Comparison	Comparison to Front Range benchmark
Knowledge	83	3	22	Much above
Responsiveness	83	2	18	Much above
Courtesy	86	2	8	Much above
Overall impression	84	1	22	Much above

Ratings of Western Disposal Services Benchmark (trash and recycling)				
	Louisville average rating	Rank	Number of Jurisdictions for Comparison	Comparison to Front Range benchmark
How do you rate the quality of trash and recycling services provided by Western Disposal?	80	Not available	Not available	Not available

Participation in Activities in Louisville Benchmarks				
	Louisville average rating	Rank	Number of Jurisdictions for Comparison	Comparison to Front Range benchmark
Used the Louisville Public Library or its services	80	2	6	Much more
Used the Louisville Recreation Center	79	2	7	Much more
Participated in a City recreation program or activity	60	4	9	More
Visited a neighborhood park or City park	95	2	8	More

Frequency of Use of Information Sources				
	Louisville average rating	Rank	Number of Jurisdictions for Comparison	Comparison to Front Range benchmark
Community Update (City Newsletter)	70	Not available	Not available	Not available

JURISDICTIONS INCLUDED IN THE FRONT RANGE BENCHMARK COMPARISONS

List below are the jurisdictions included in the Front Range benchmark comparisons provided for the City of Louisville followed by its 2010 population according to the U.S. Census.

Arapahoe County, CO	572,003
Arvada, CO	106,433
Aspen, CO.....	6,658
Aurora, CO.....	325,078
Boulder County, CO	294,567
Boulder, CO	97,385
Centennial, CO	100,377
Colorado Springs, CO.....	416,427
Denver, CO	600,158
Englewood, CO	30,255
Estes Park, CO	5,858
Fort Collins, CO.....	143,986
Greeley, CO.....	92,889
Greenwood Village, CO.....	13,925
Highlands Ranch, CO	96,713
Jefferson County, CO.....	534,543
Lakewood, CO.....	142,980
Larimer County, CO.....	299,630
Lone Tree, CO.....	10,218
Longmont, CO.....	86,270
Louisville, CO.....	18,376
Northglenn, CO	35,789
Parker, CO	45,297
Thornton, CO.....	118,772
Westminster, CO.....	106,114
Wheat Ridge, CO.....	30,166
Windsor, CO	18,644

ICMA Center for Performance Measurement

Colorado Performance Measurement Consortium: FY 2009 Data Report Revision No. 1

As of: December 23, 2010

Revision No. 1: February 16, 2011

[See Revision History](#)

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Executive Summary

The graphs in this document are based on data submitted by the cities and towns in the Colorado Performance Measurement Consortium. The graphs represent a small subset of the data that was submitted to the ICMA Center for Performance Measurement (CPM). The complete data set was delivered electronically to the designated Primary Coordinator in each consortium jurisdiction. Additional copies may be obtained by contacting may be CPM at cpmmail@icma.org.

The FY 2009 data collected from the consortium cities and towns represents a new set of consortium-specific data collection templates. CPM wishes to acknowledge the hard work of all of the local government staff who developed the templates and who collected and submitted their performance information. CPM is a participant-driven organization; their hard work is invaluable.

In FY 2009, there were 11 participants in the Colorado Performance Measurement Consortium: the cities of Aurora, Boulder, Colorado Springs, Ft. Collins, Longmont, Louisville, Loveland, Thornton and Westminster; the City and County of Denver; and the Town of Windsor. Ten of the participants submitted FY 2009 data in at least one service area.

While this document represents the FY 2009 Data Report for the consortium, it is not a “final” report. Indeed, local government staff are encouraged to review the report and to contact CPM if there are any data points that seem unusual or require additional explanation. This is true of all CPM data, but it is particularly applicable with this report since the FY 2009 data is the first year collected using the new Colorado templates.

Also, any consortium participants who would like CPM to prepare additional or alternative graphs should contact CPM to discuss their needs.

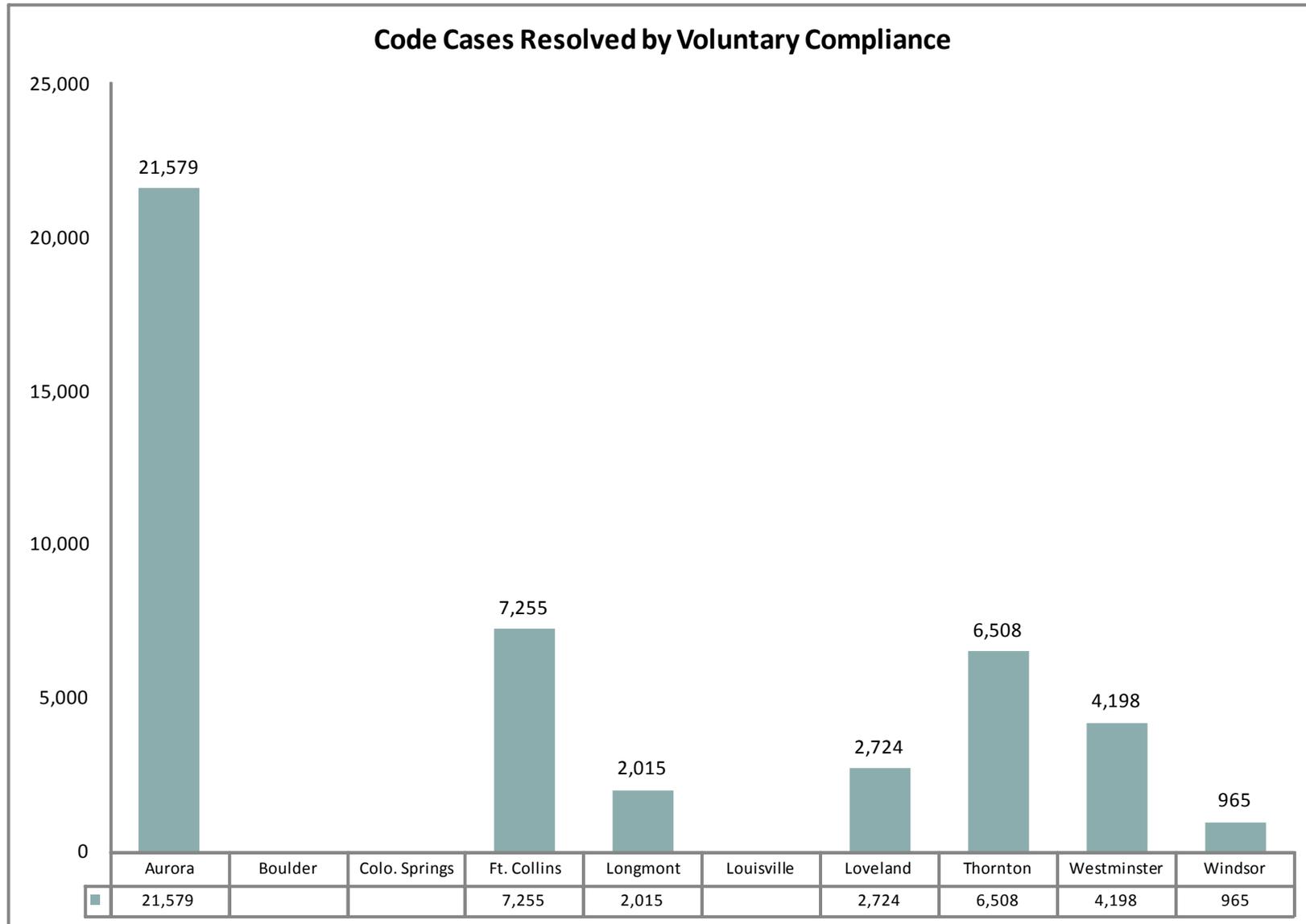
For More Information

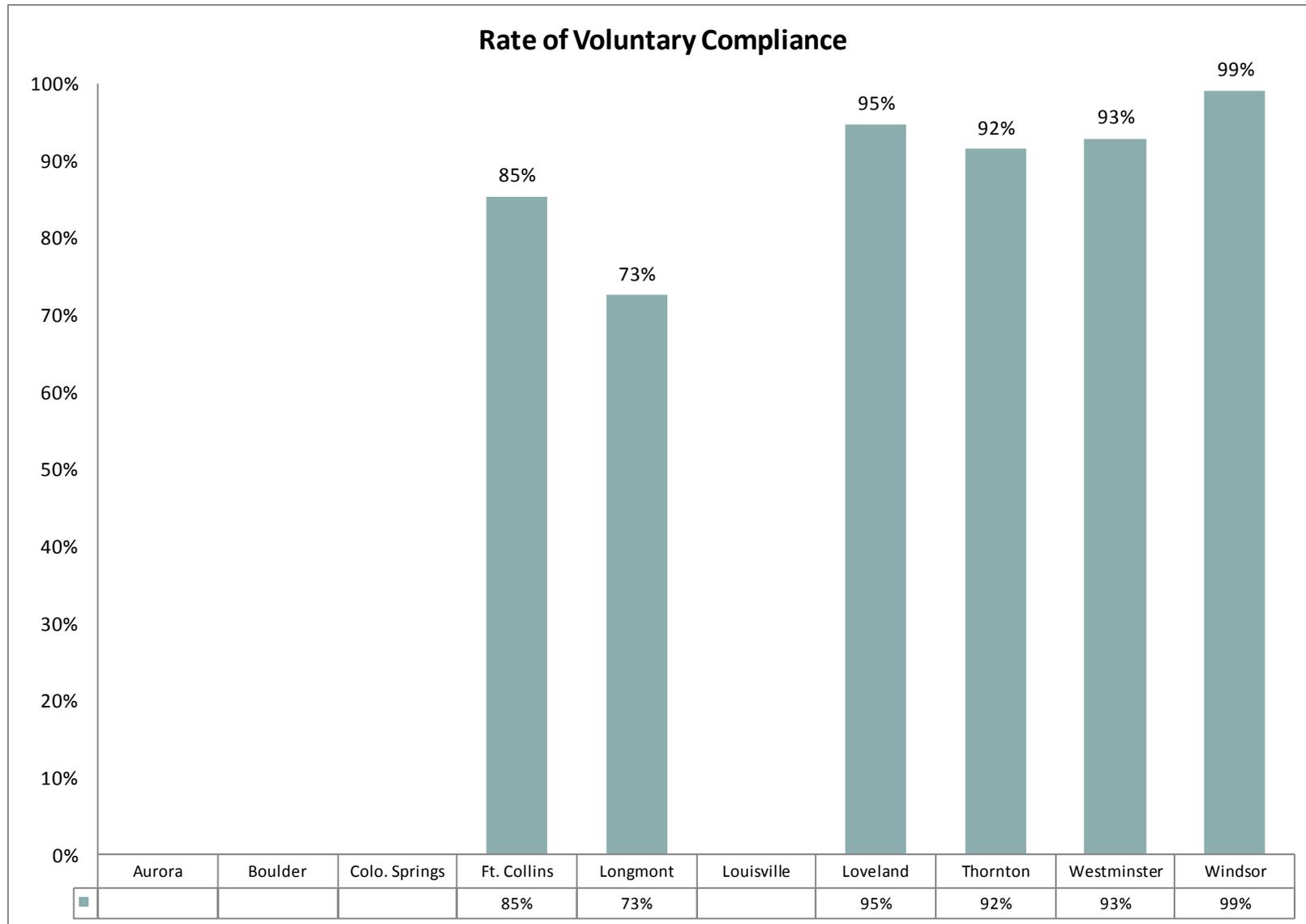
For more information on this report, the Colorado Performance Measurement Consortium, or the ICMA Center for Performance Measurement, please contact Don Gloo, Sr. Management Associate, ICMA Center for Performance Measurement, at dgloo@icma.org or 202.536.4418.

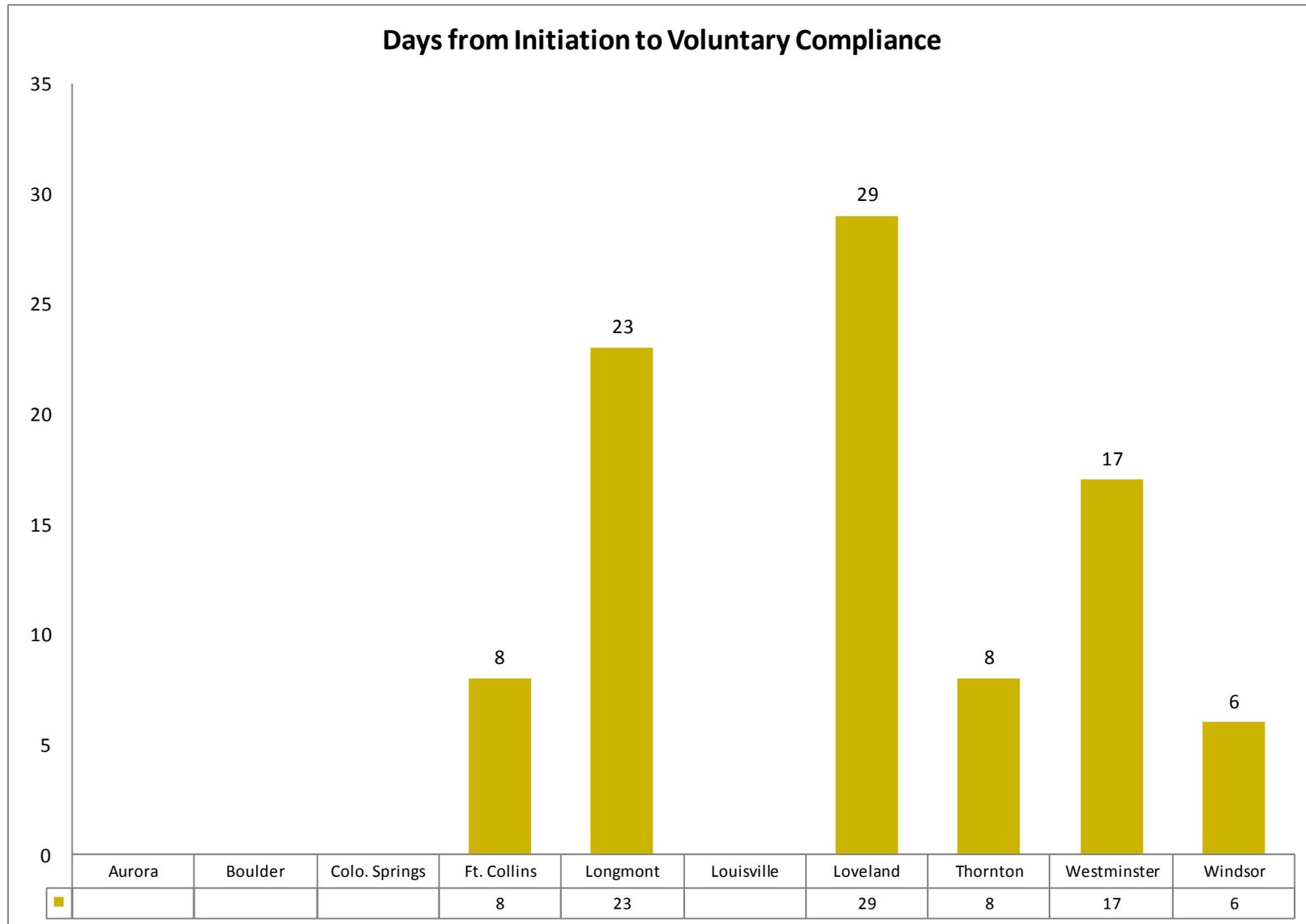
Service Areas Reports

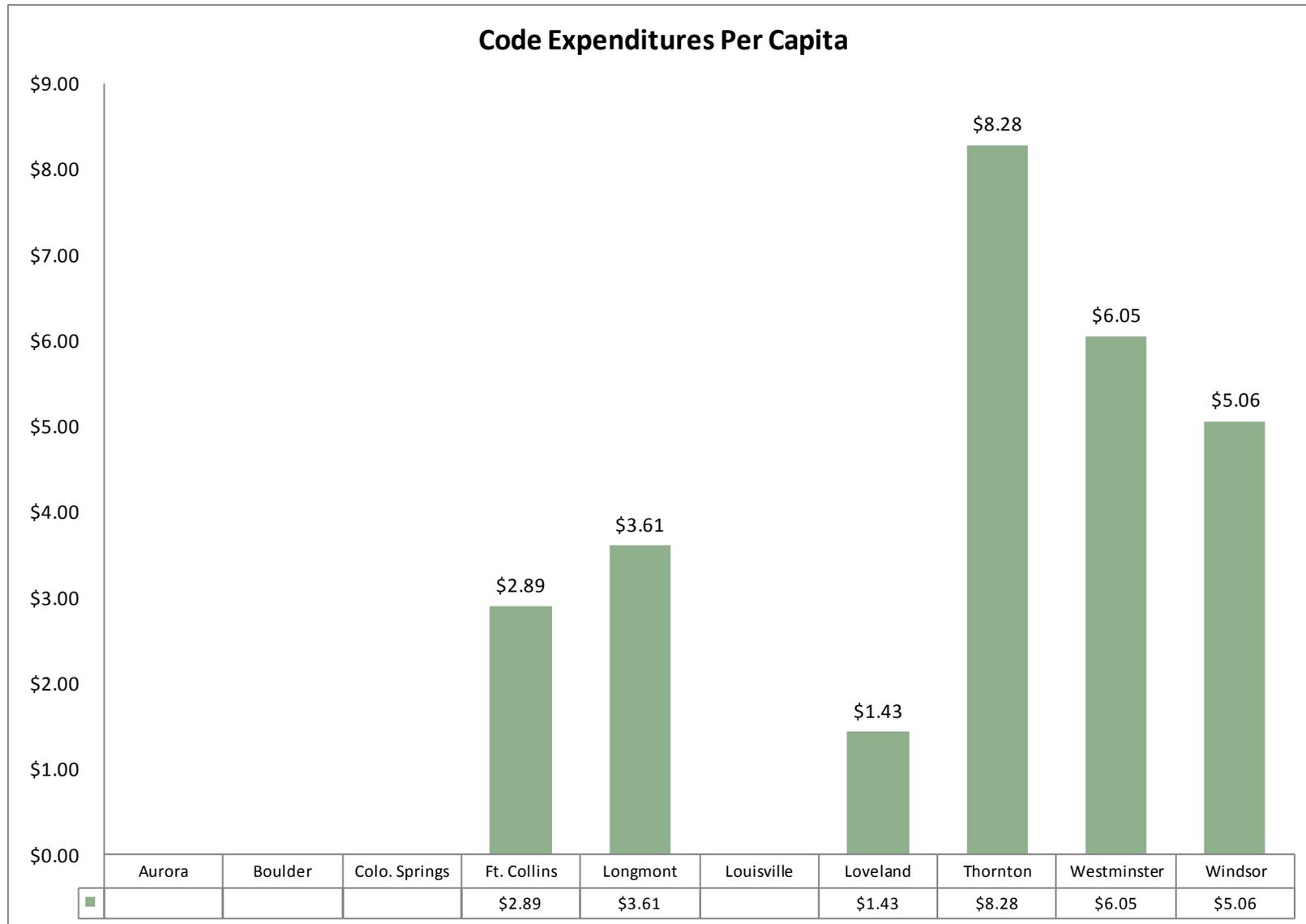
The graphs begin on the following page, and are divided into the 13 service areas for which there are Colorado-specific templates.

Code Enforcement

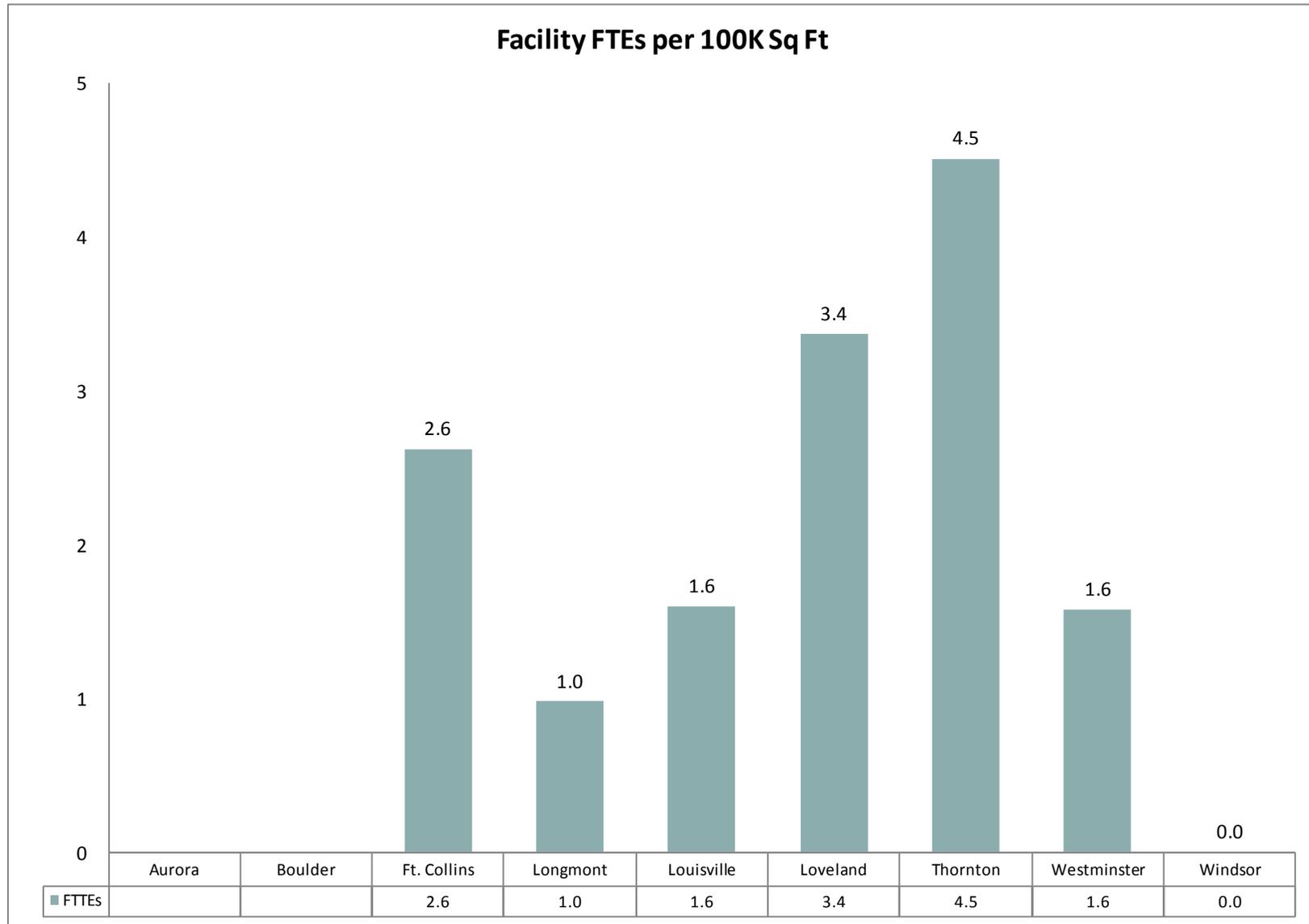


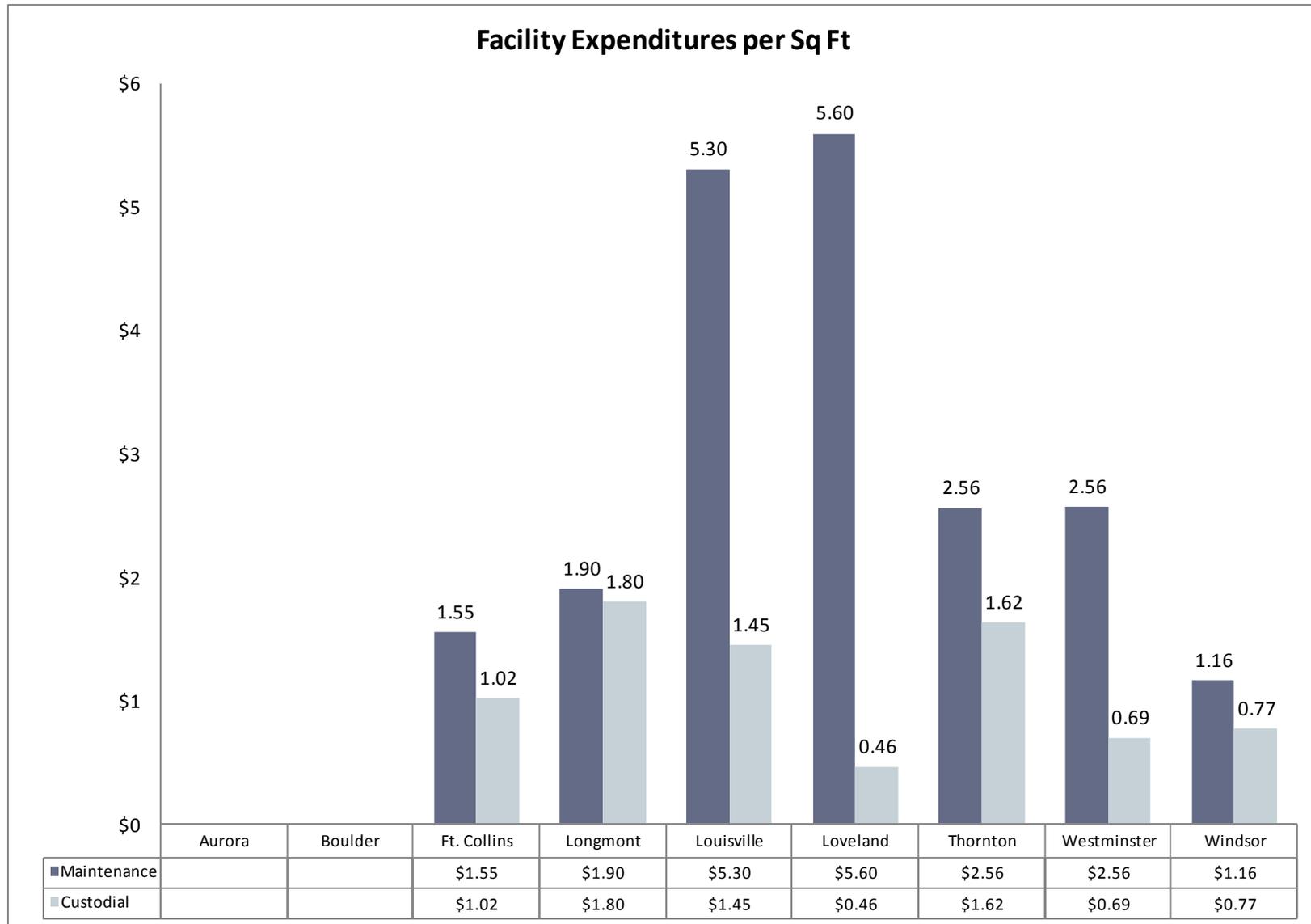


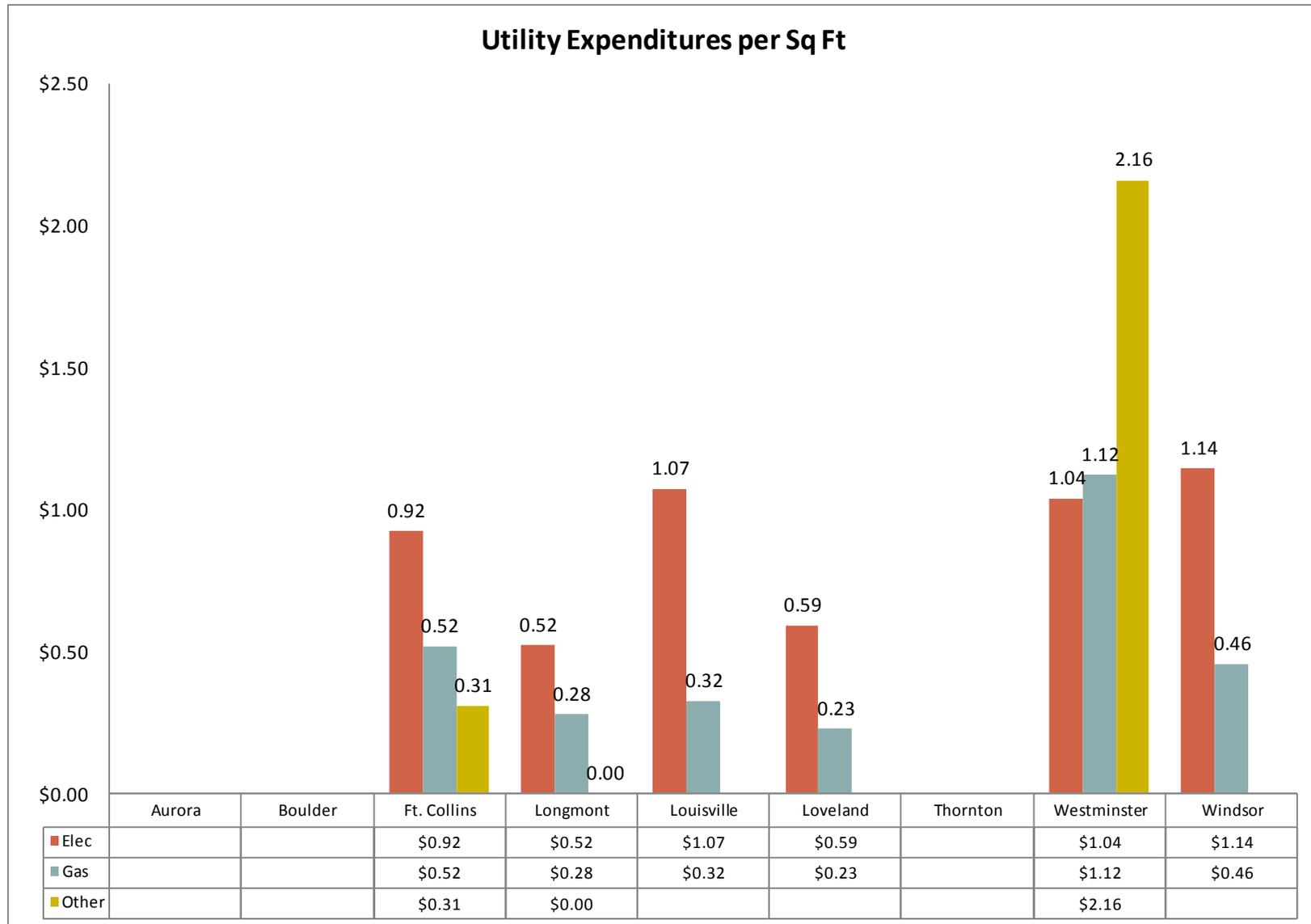




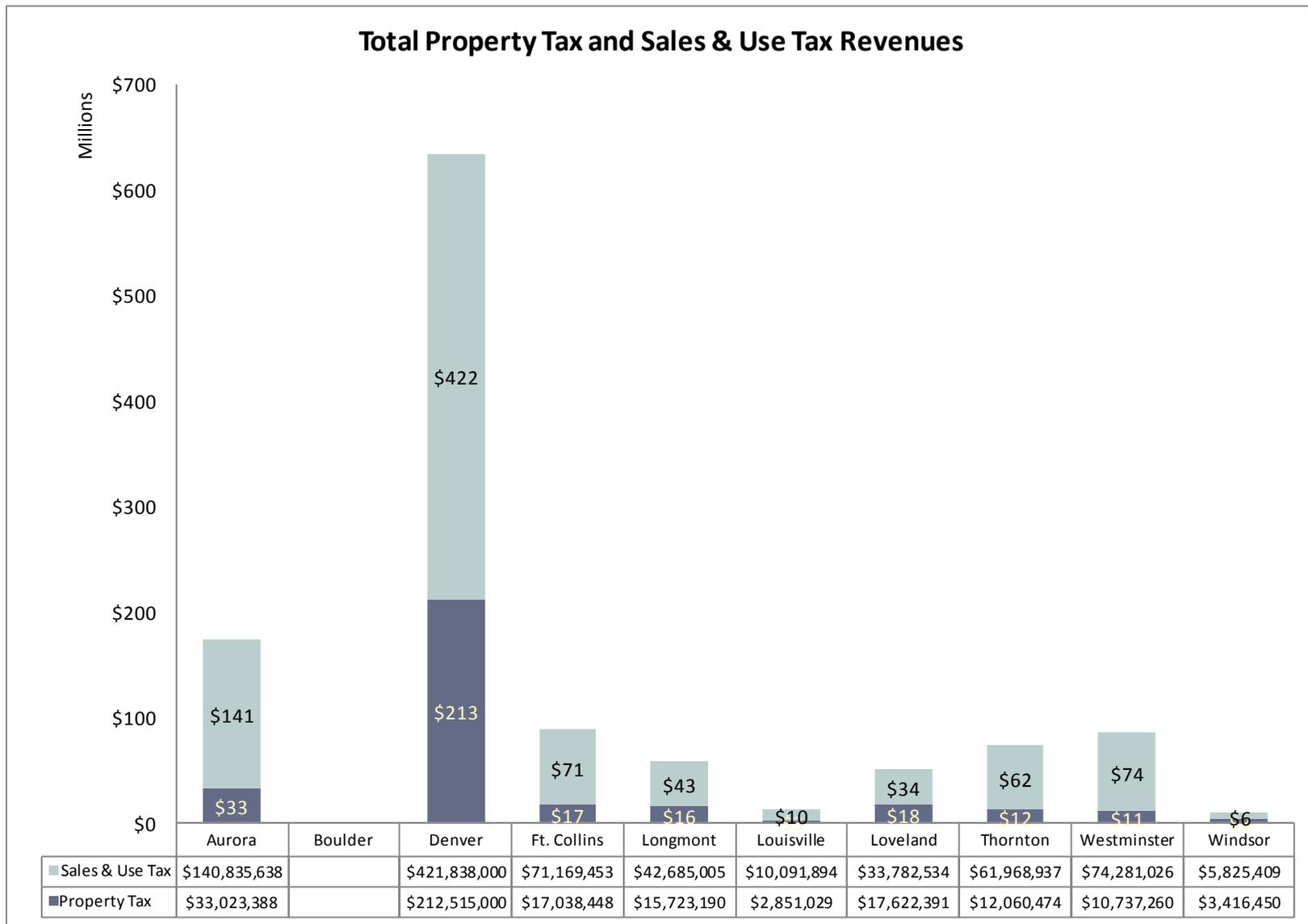
Facilities Management

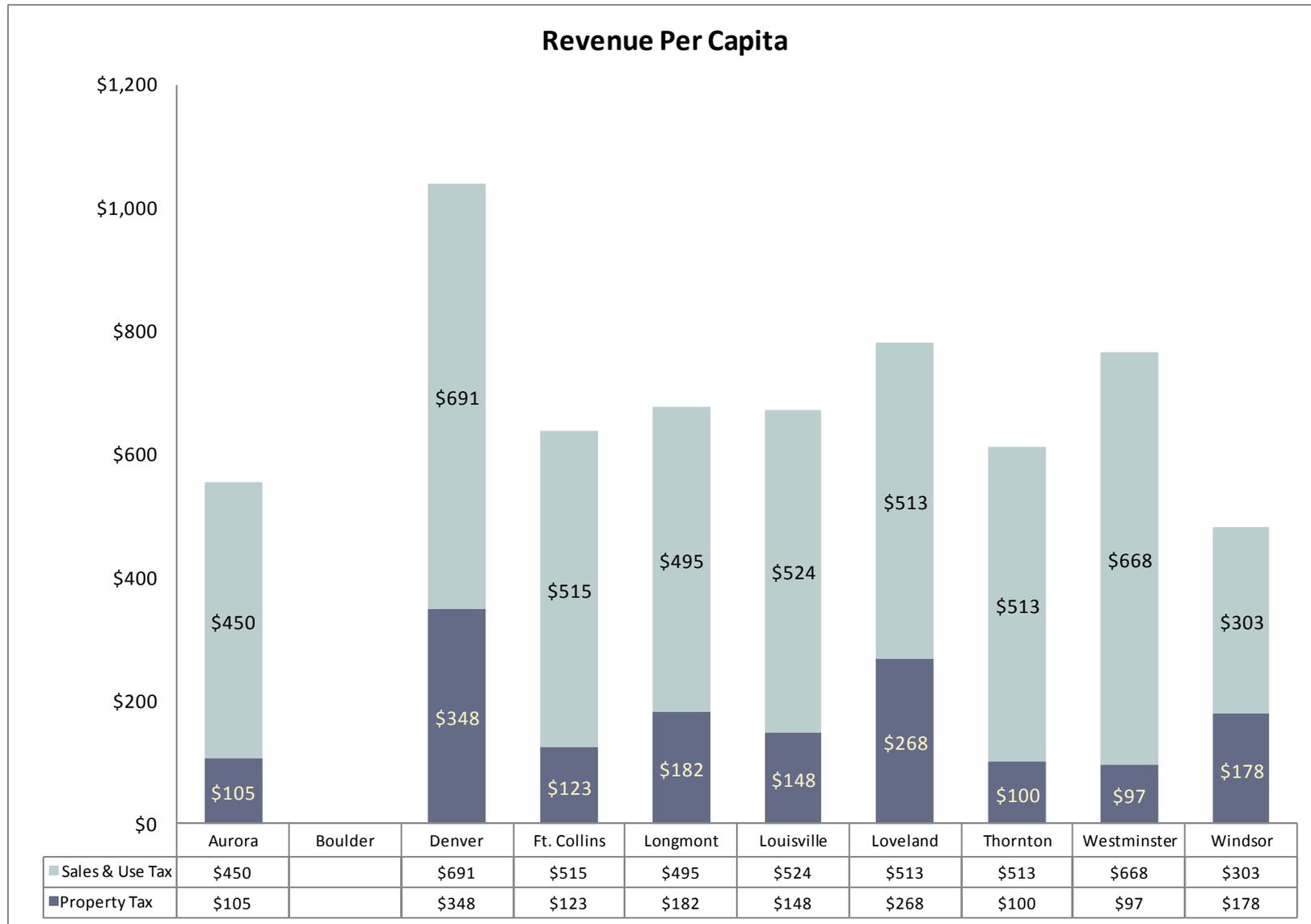


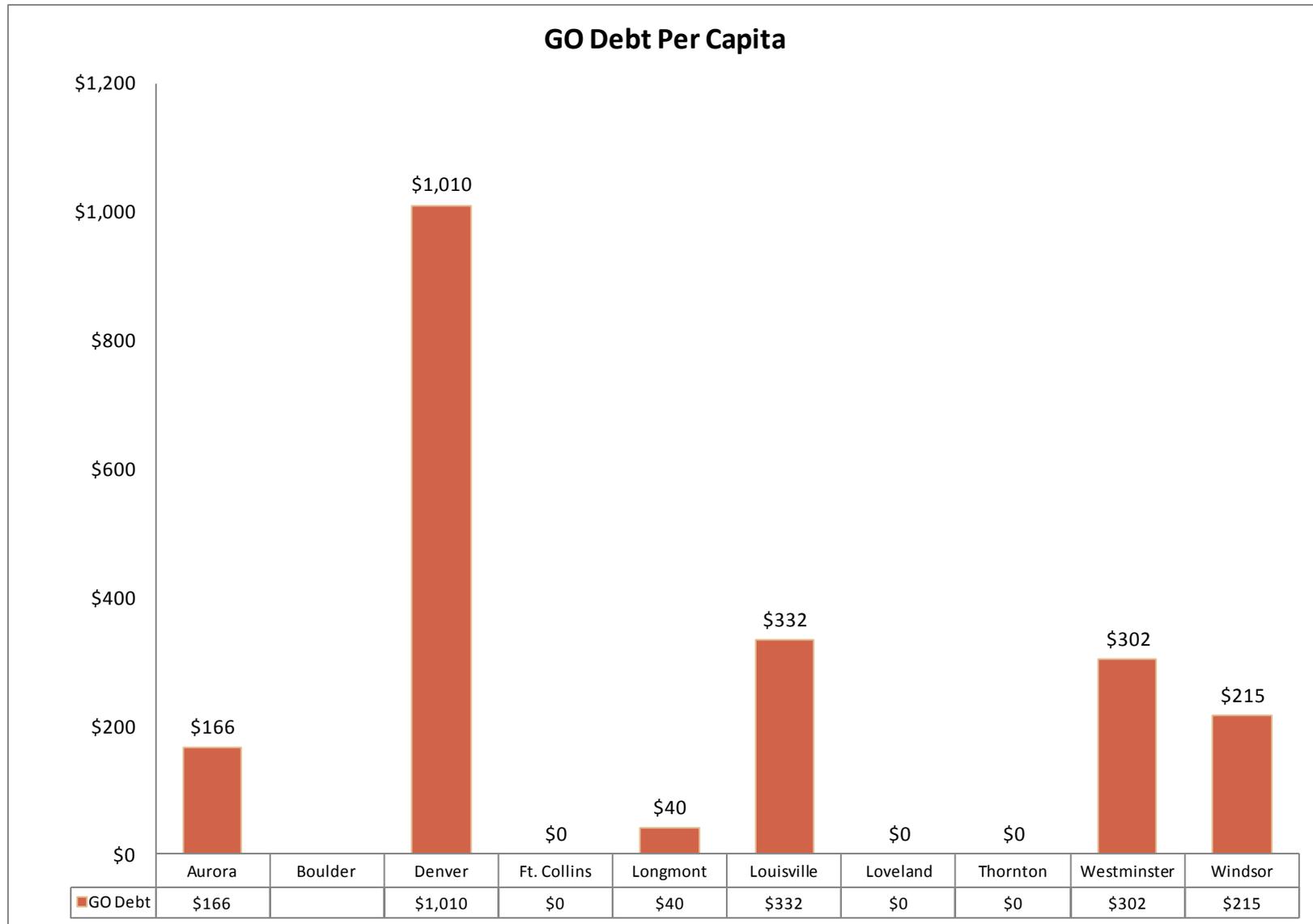


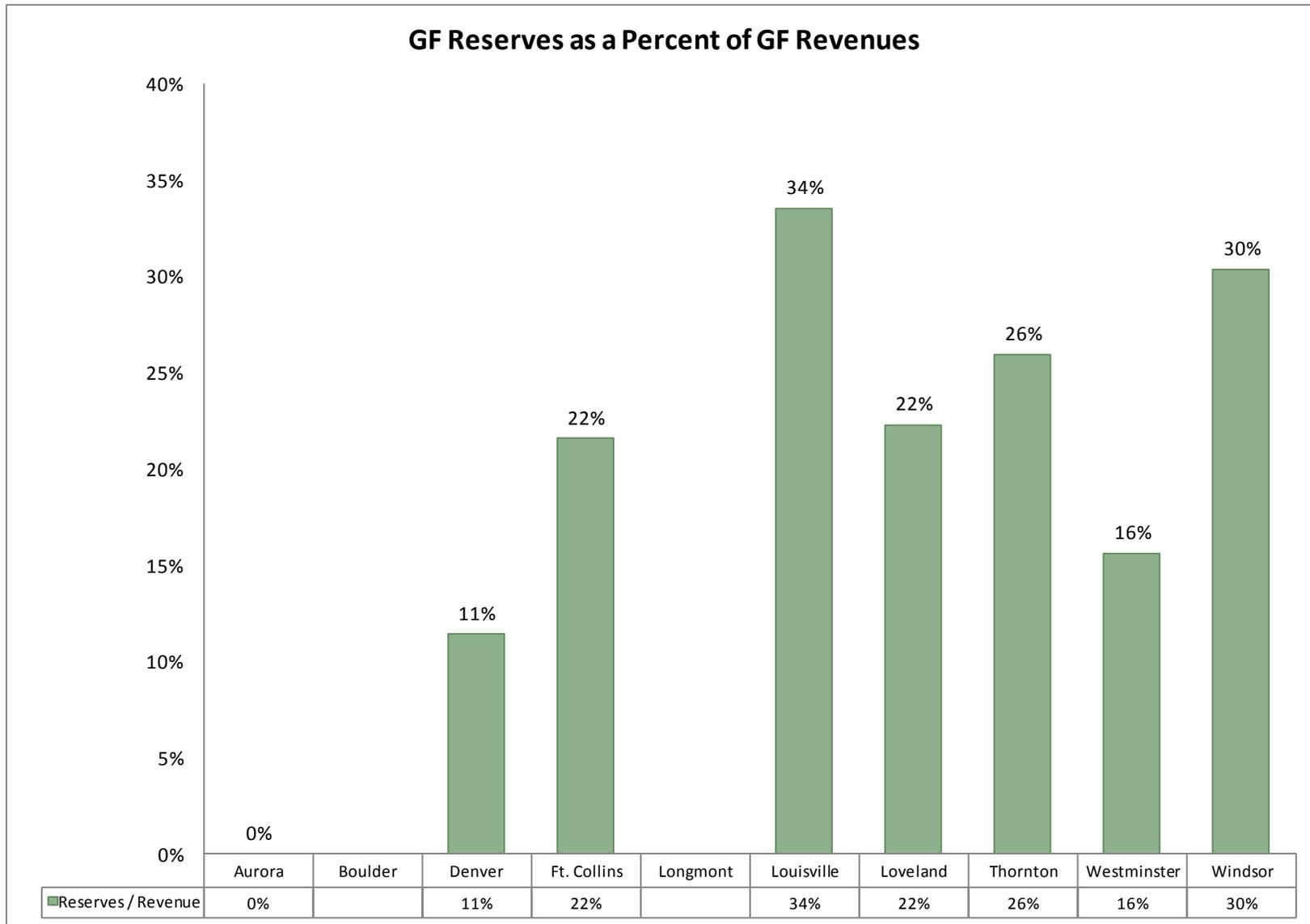


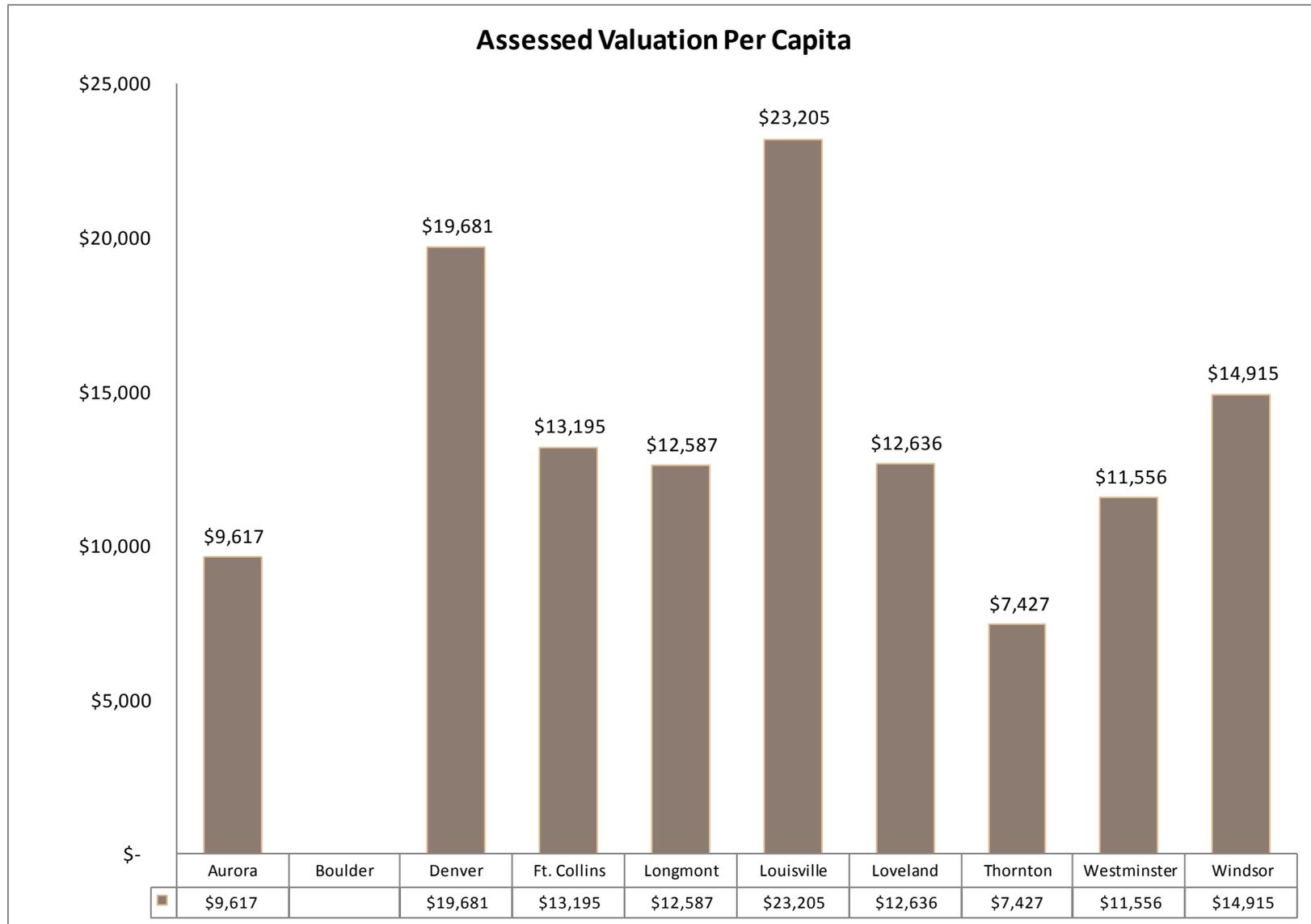
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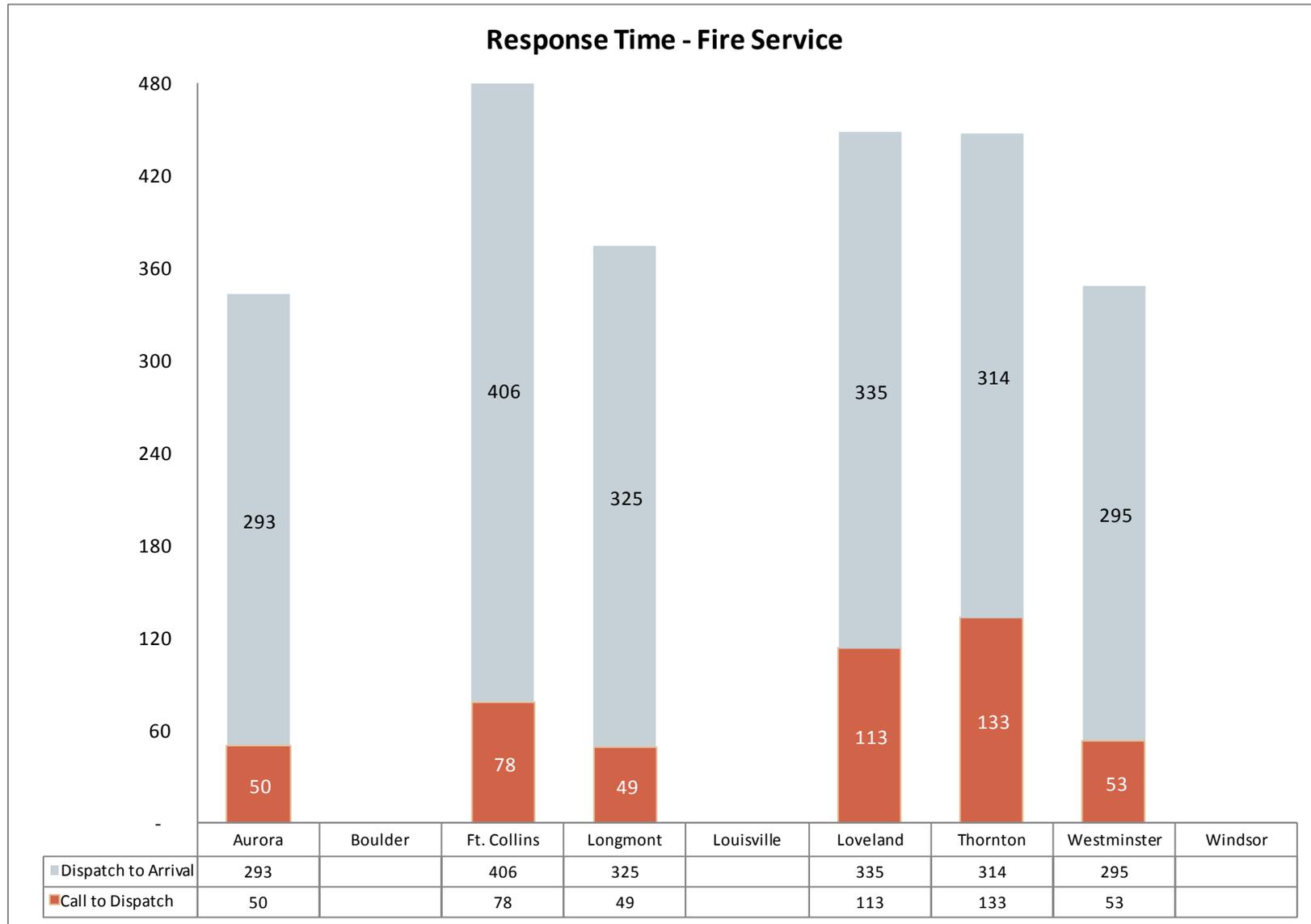


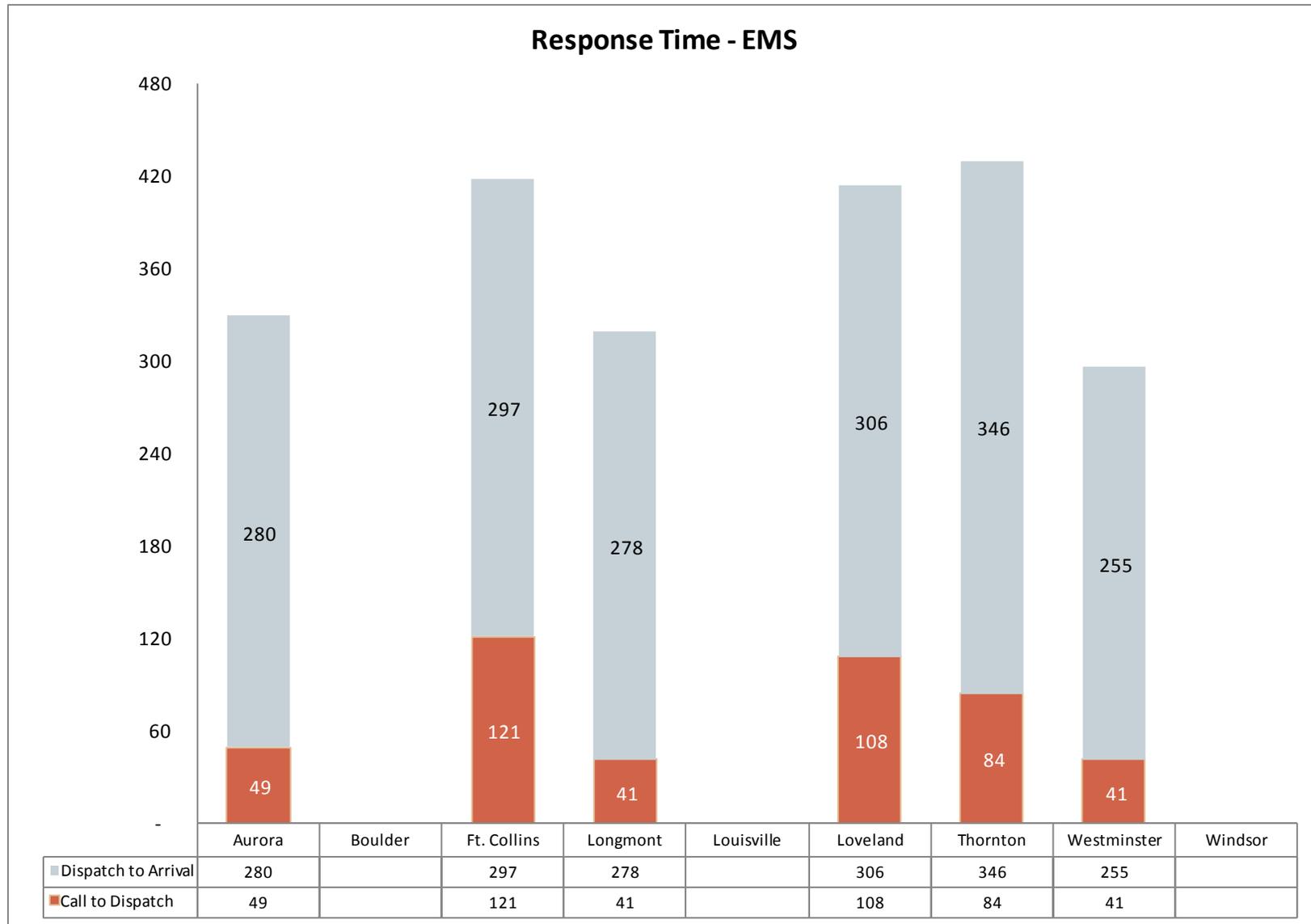


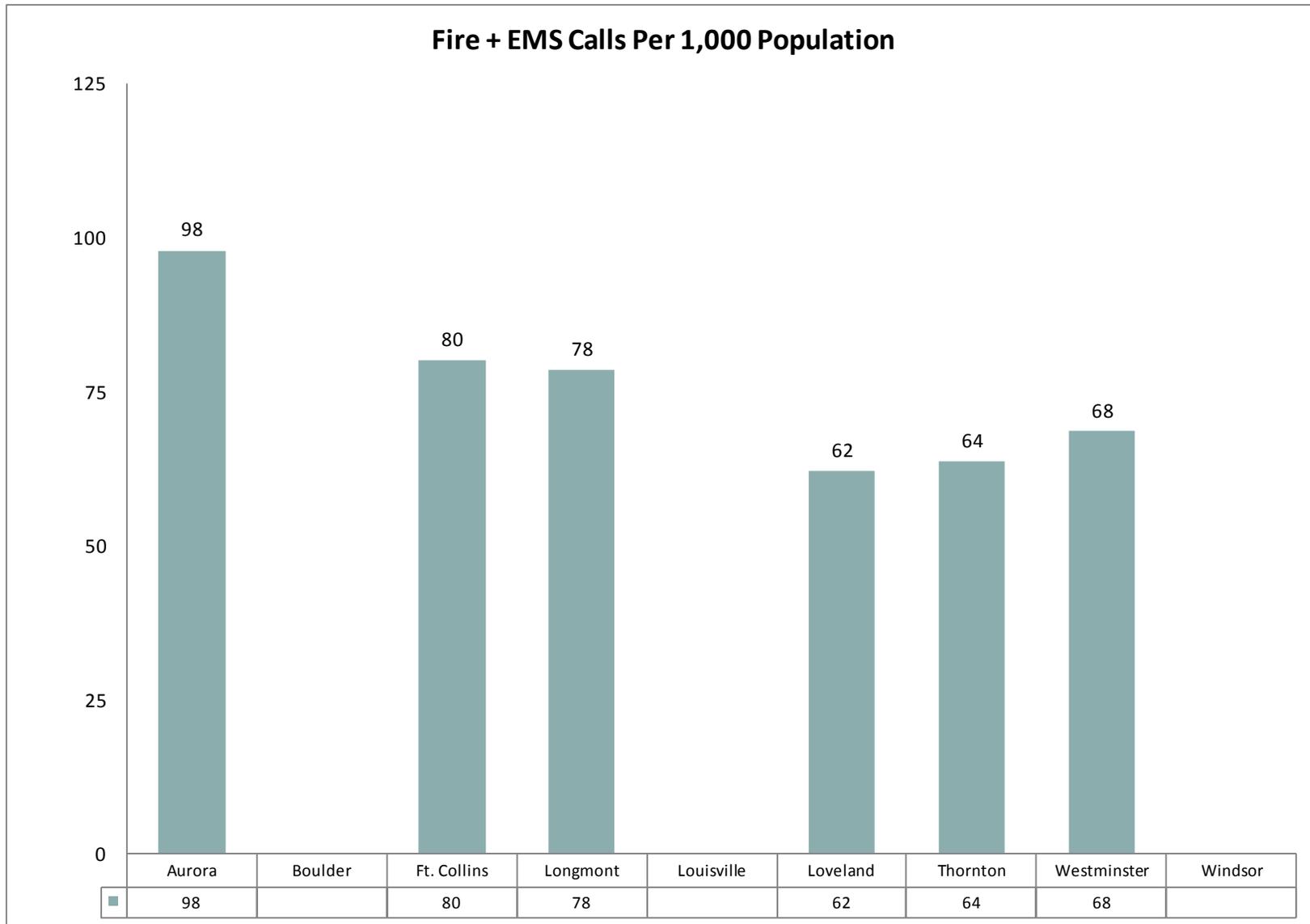


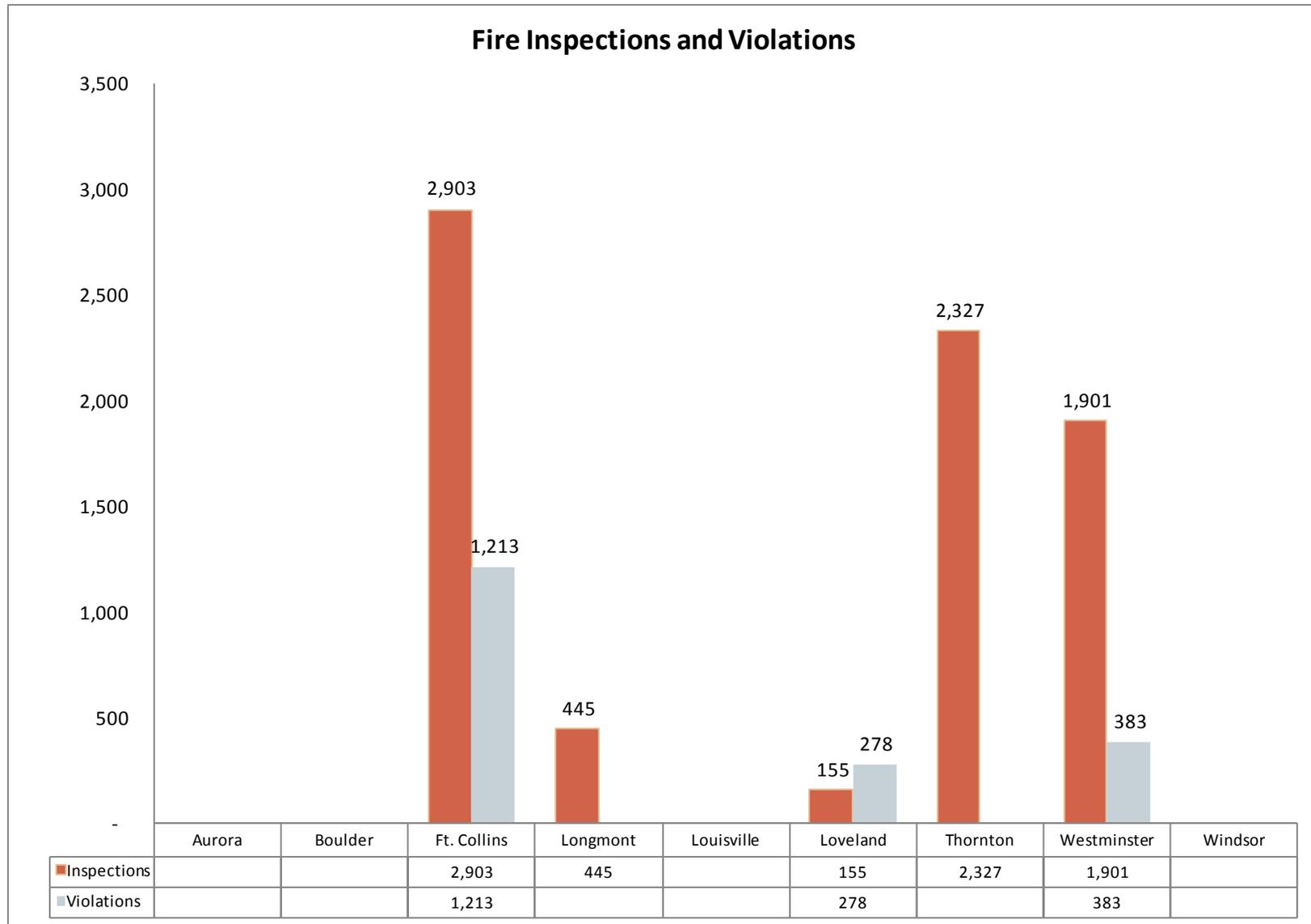


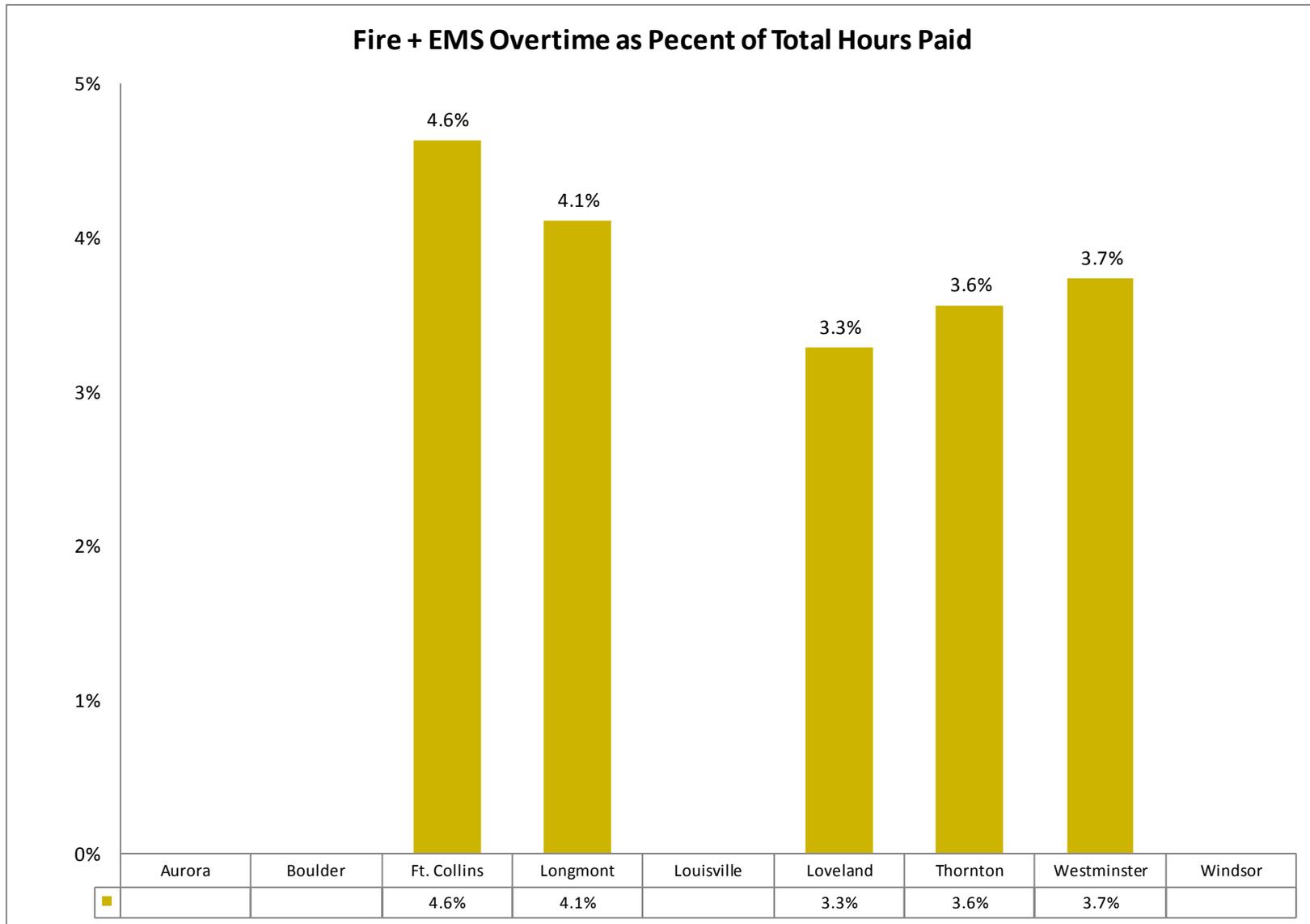
Fire & EMS



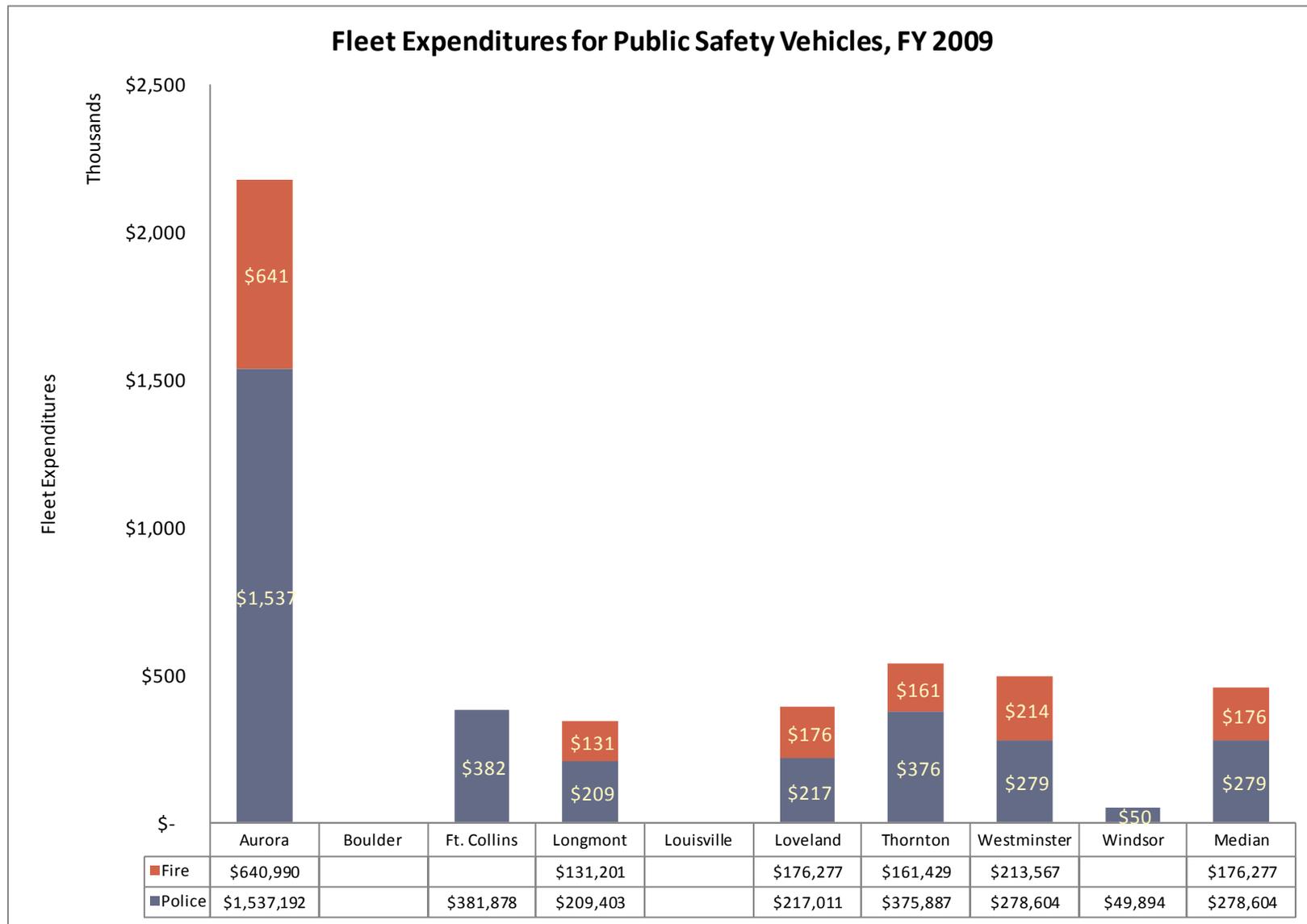


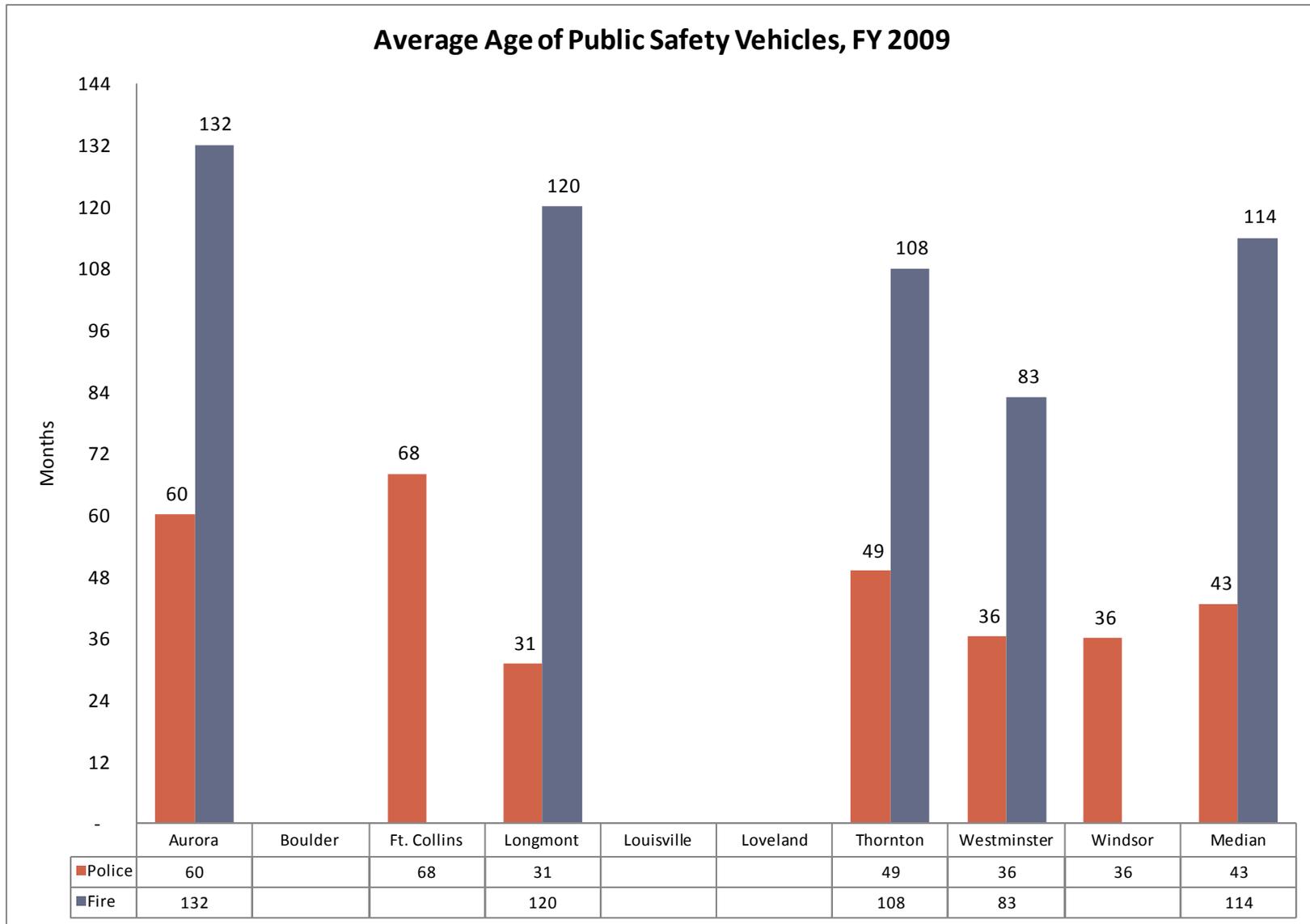


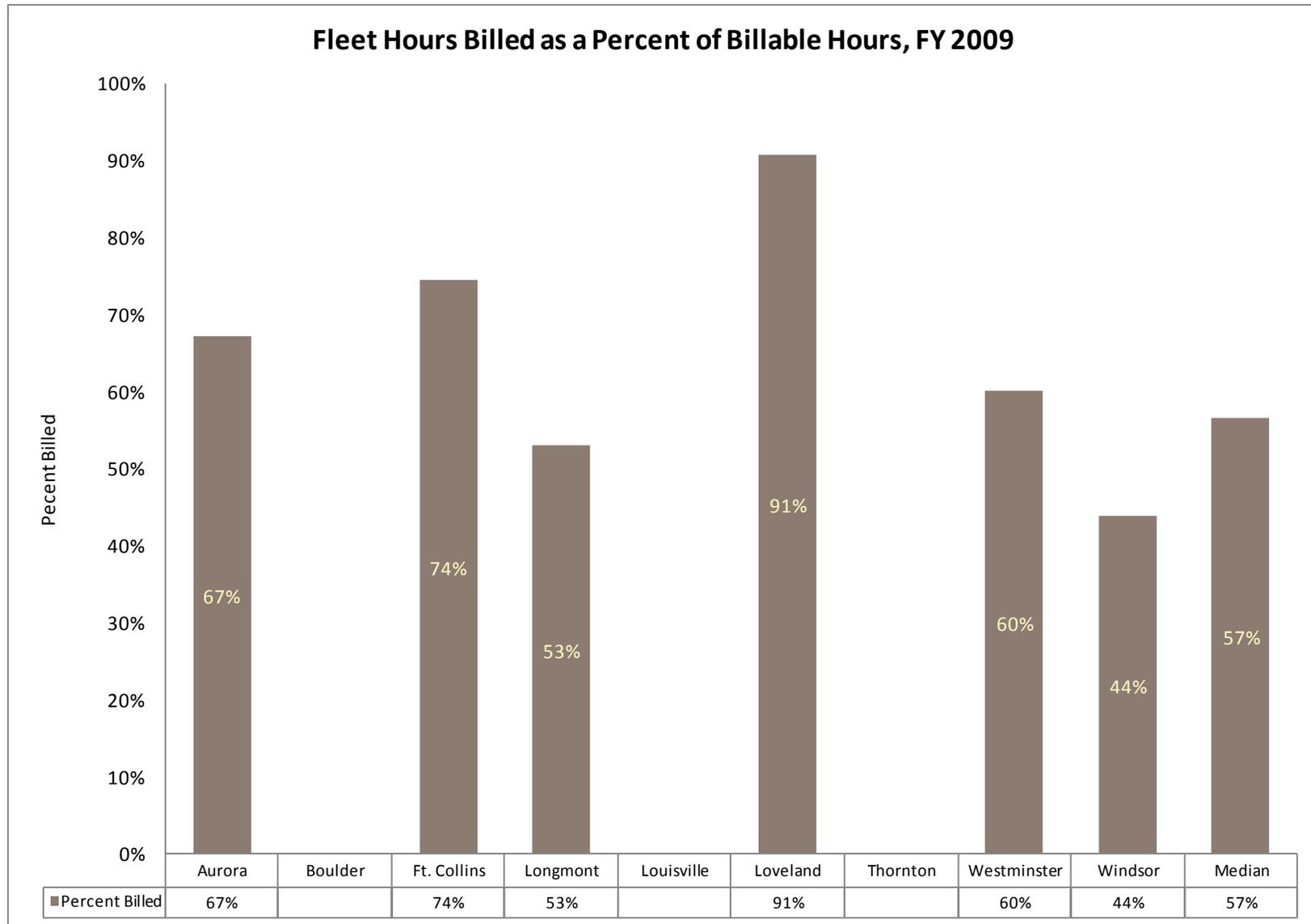


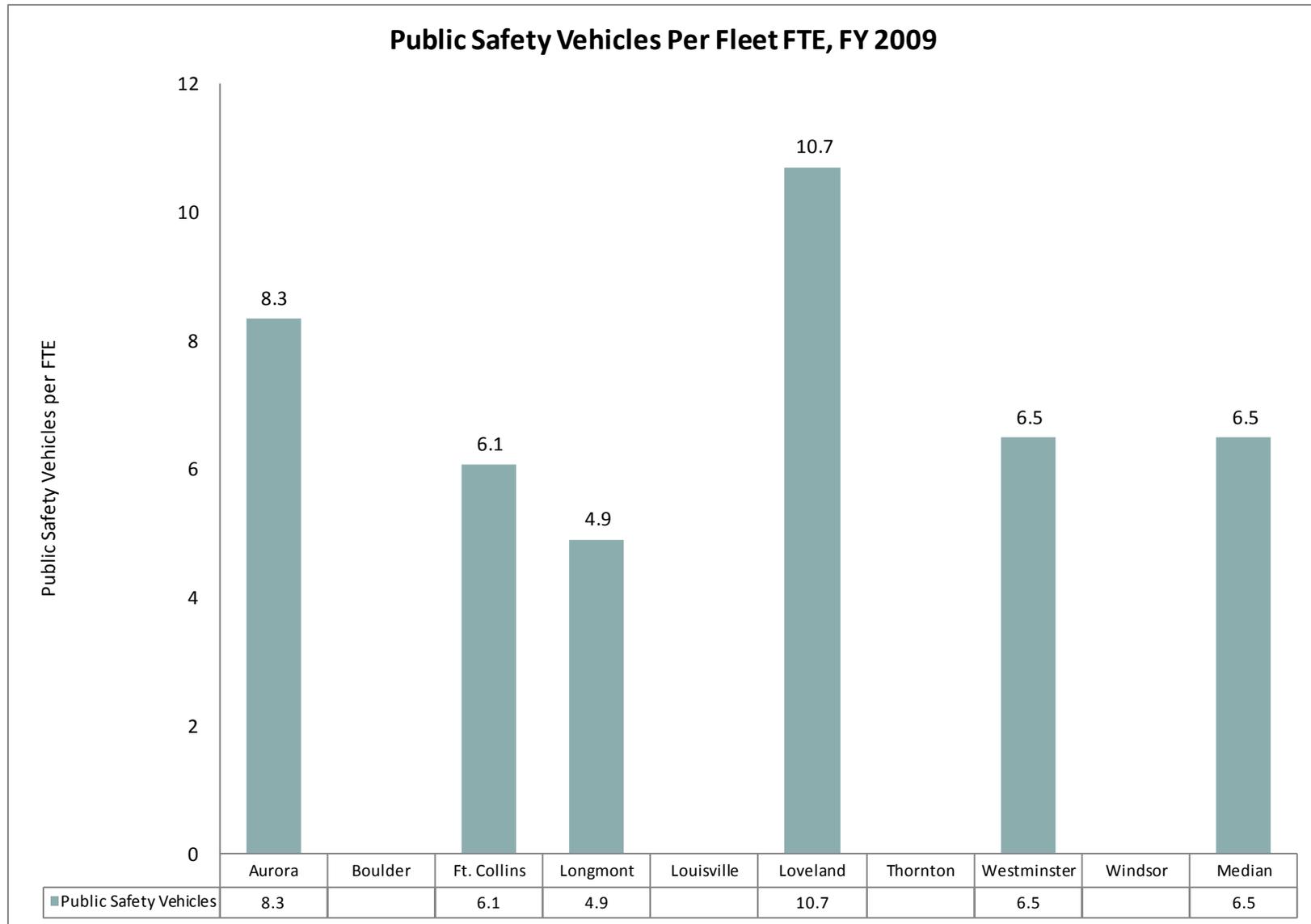


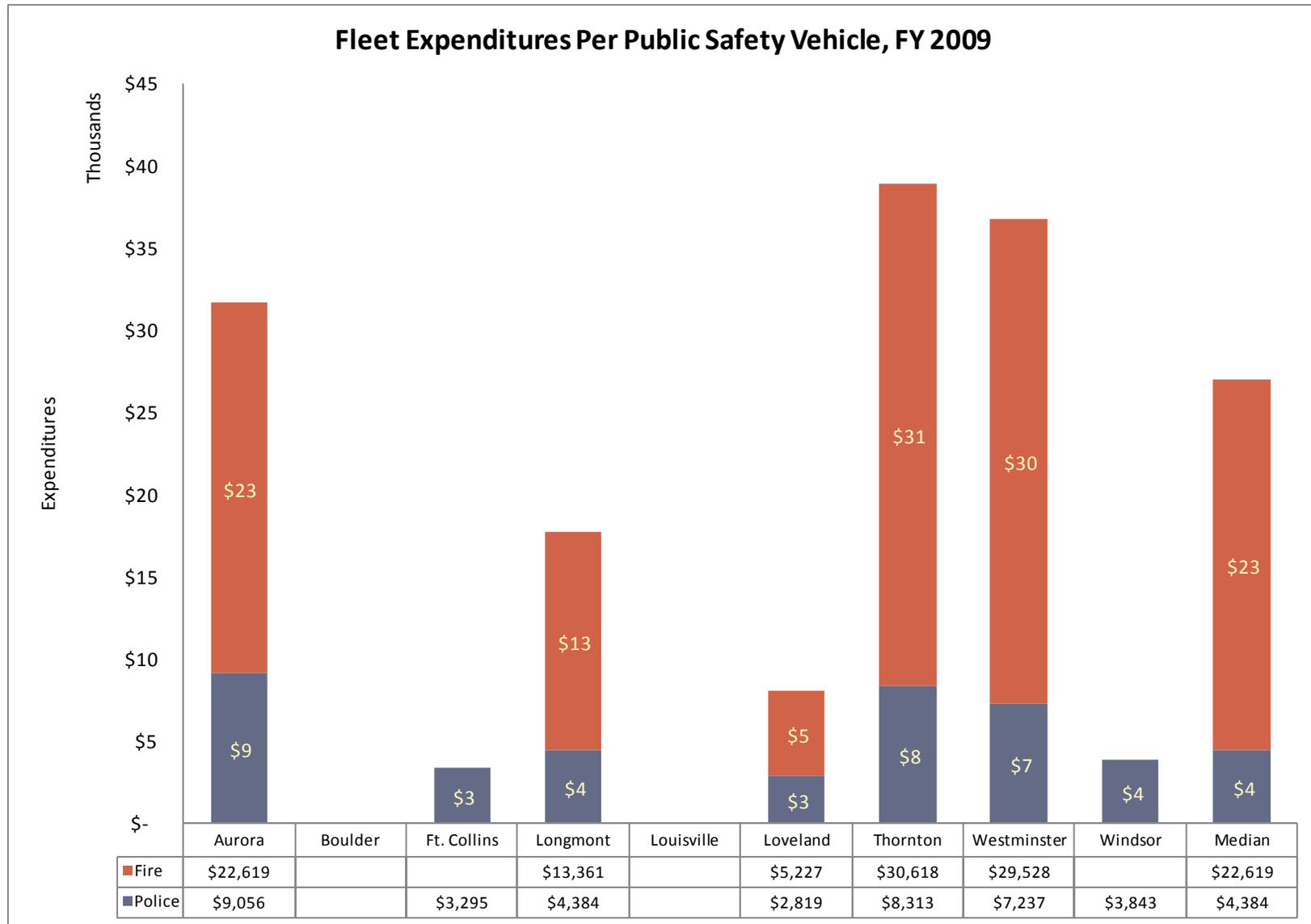
Fleet Management



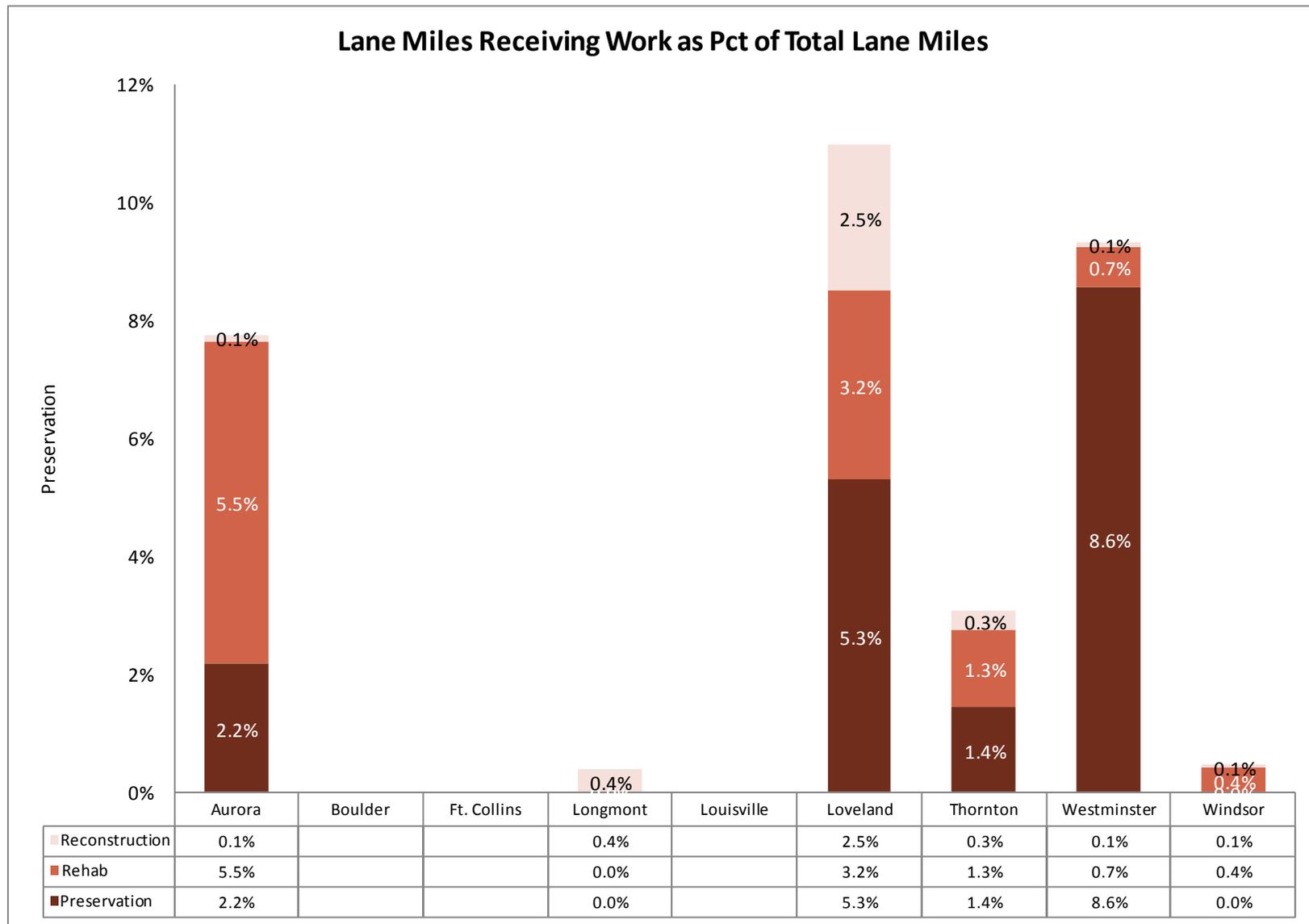


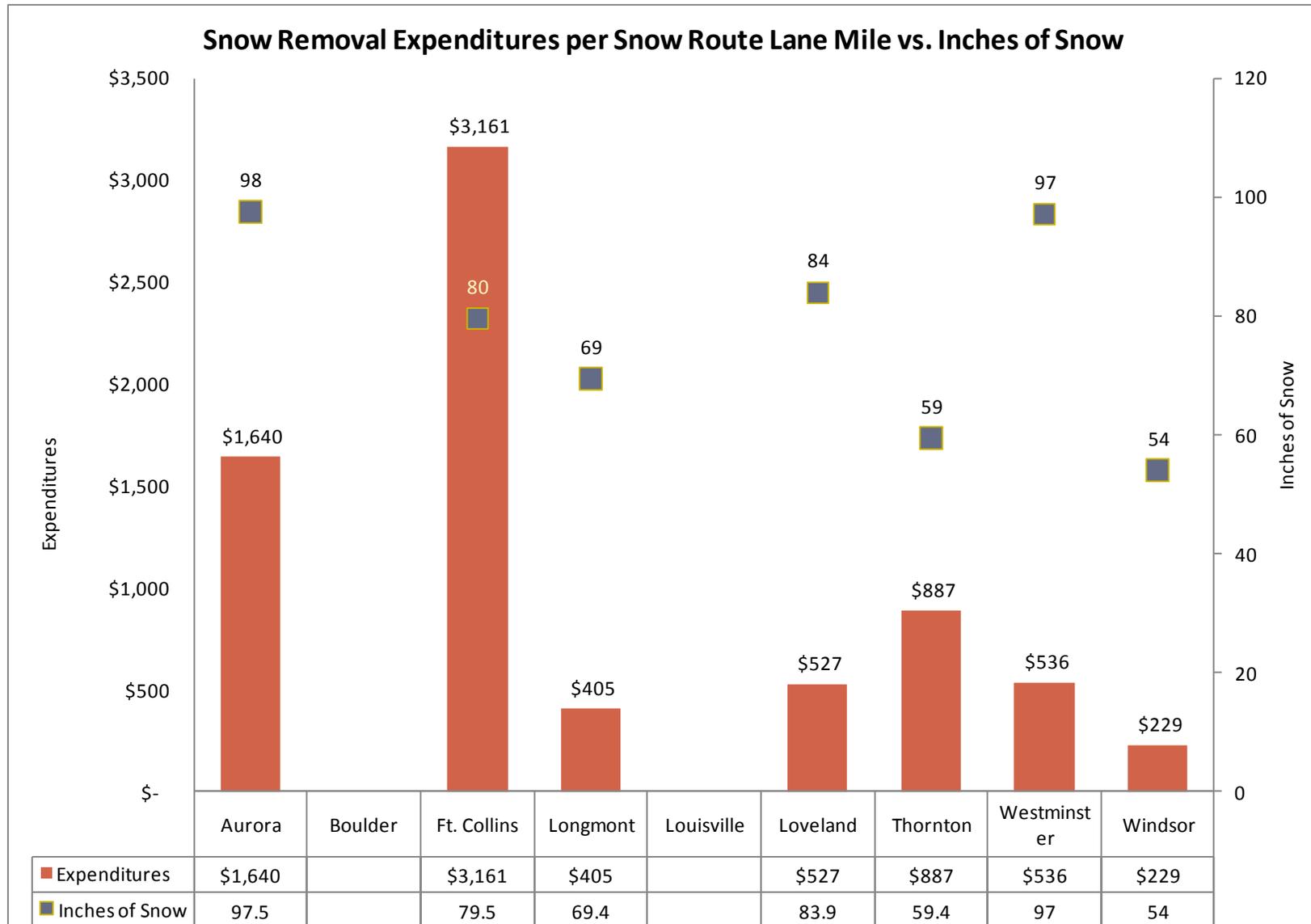


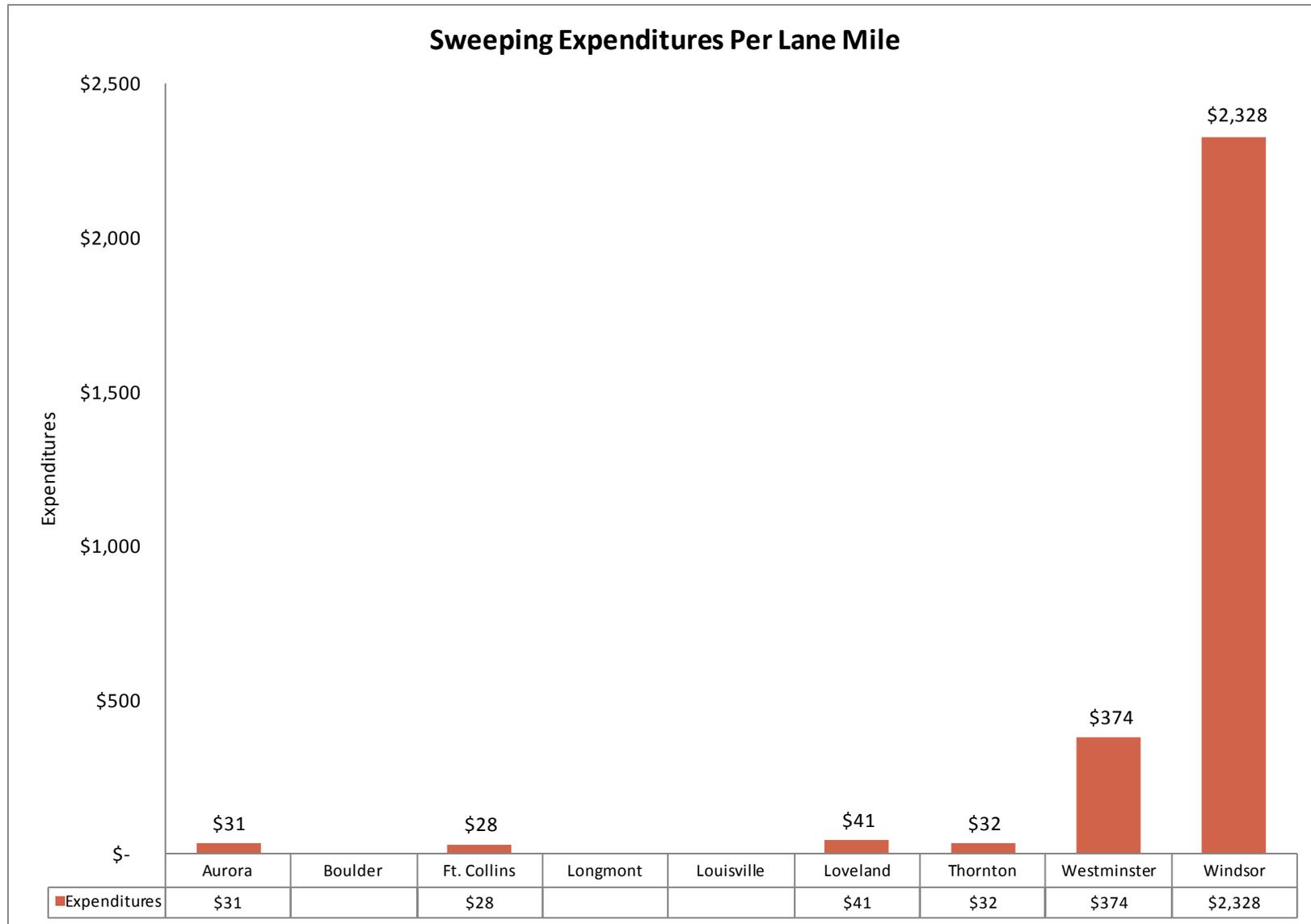


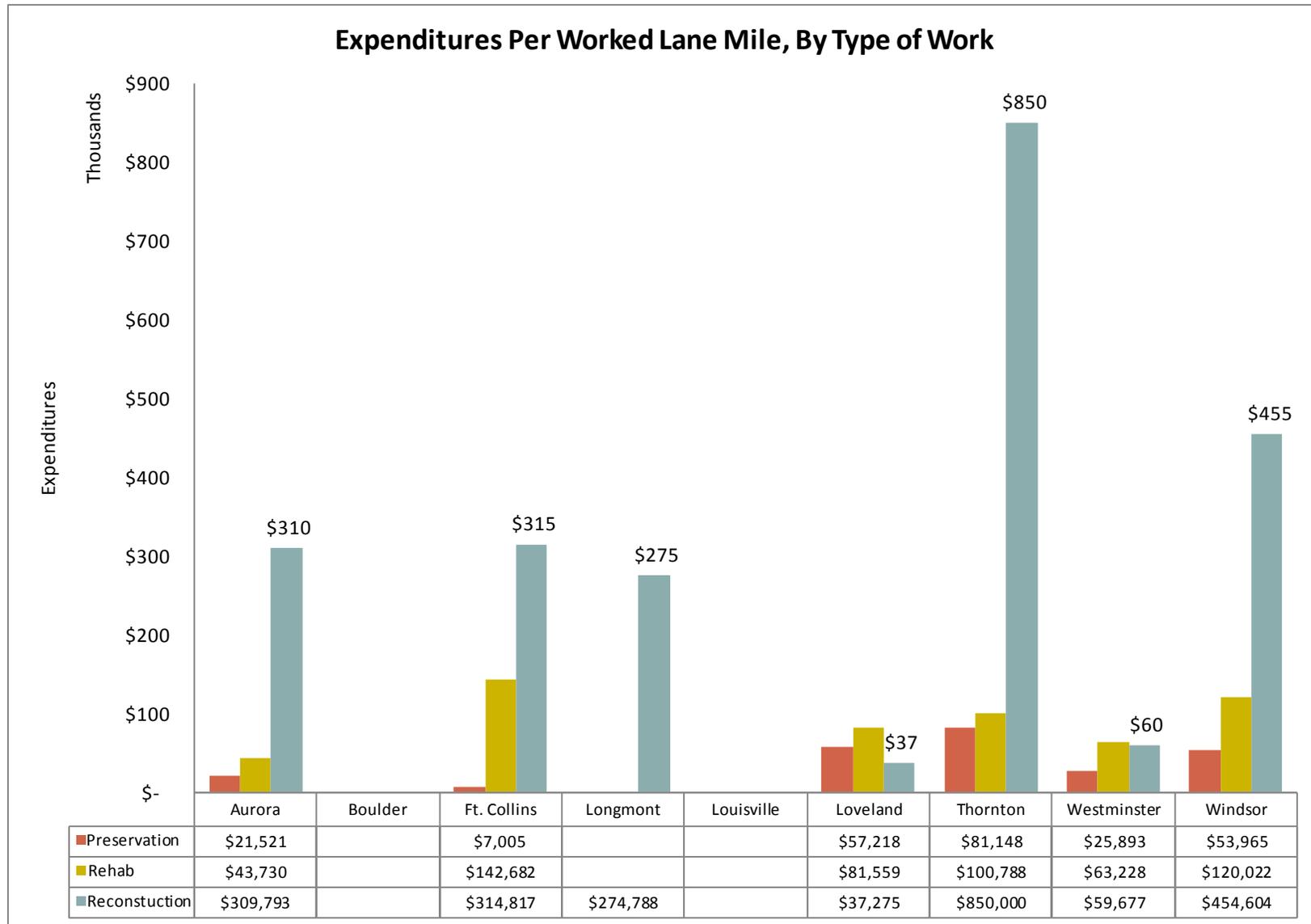


Highways and Roads

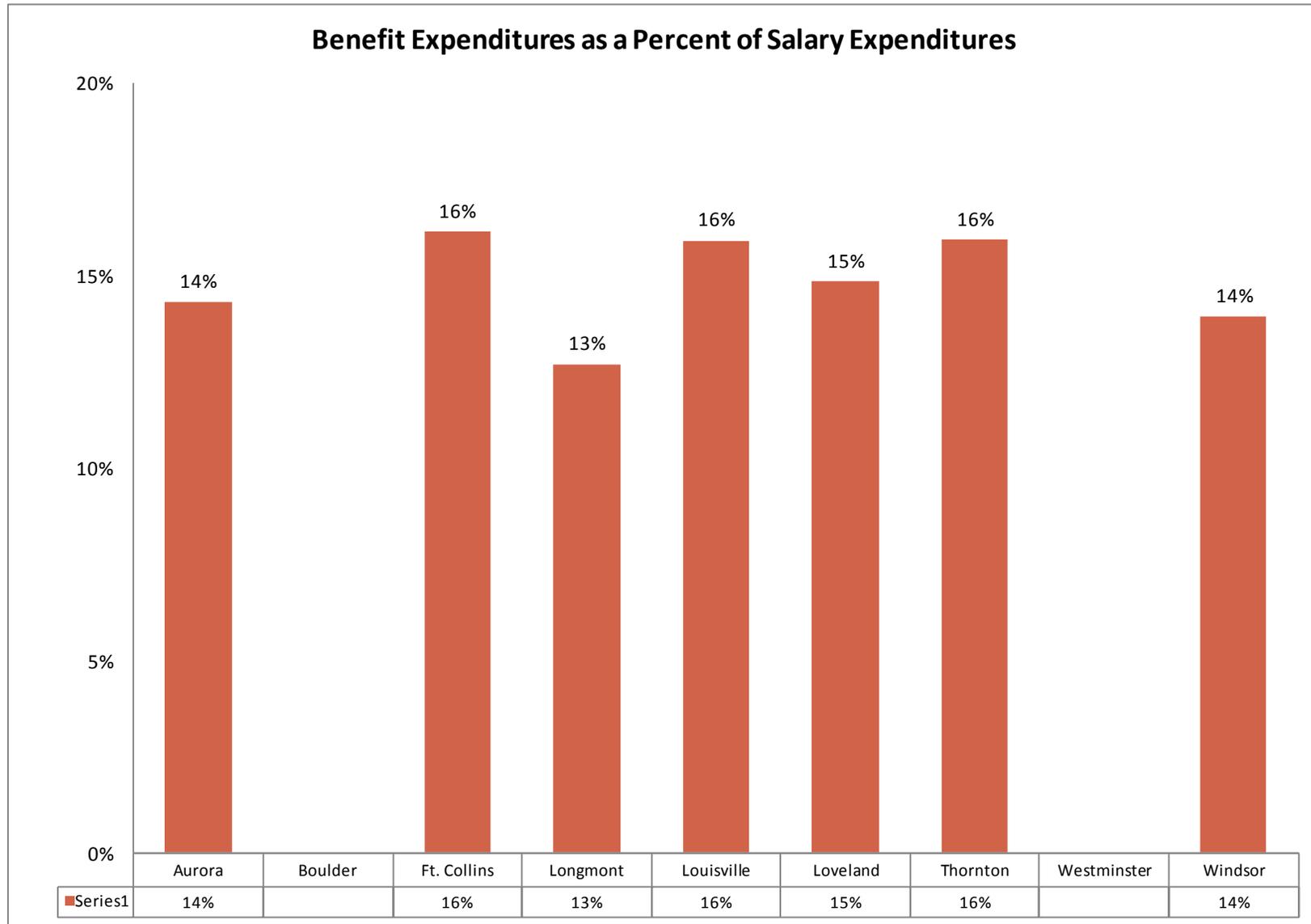


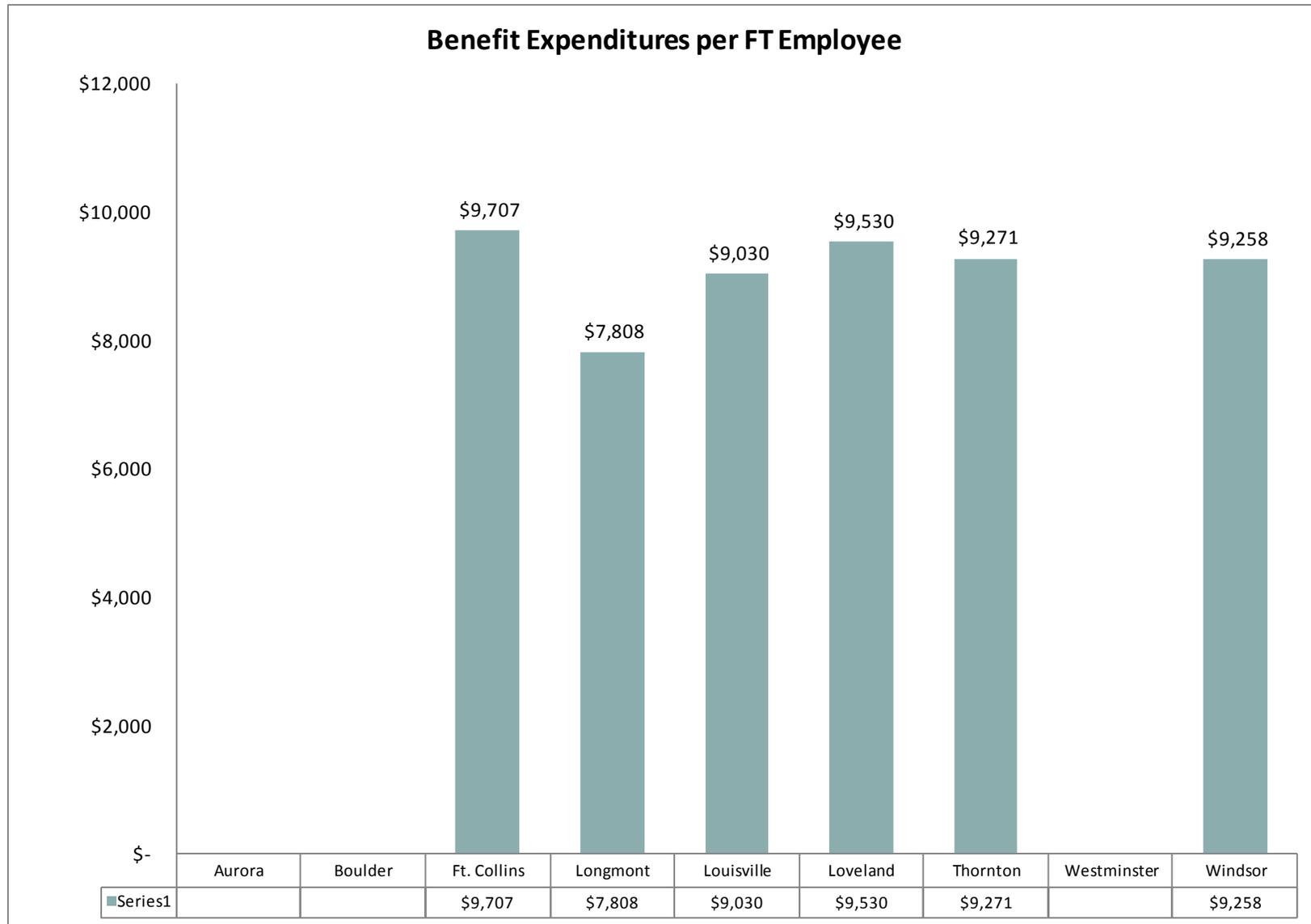


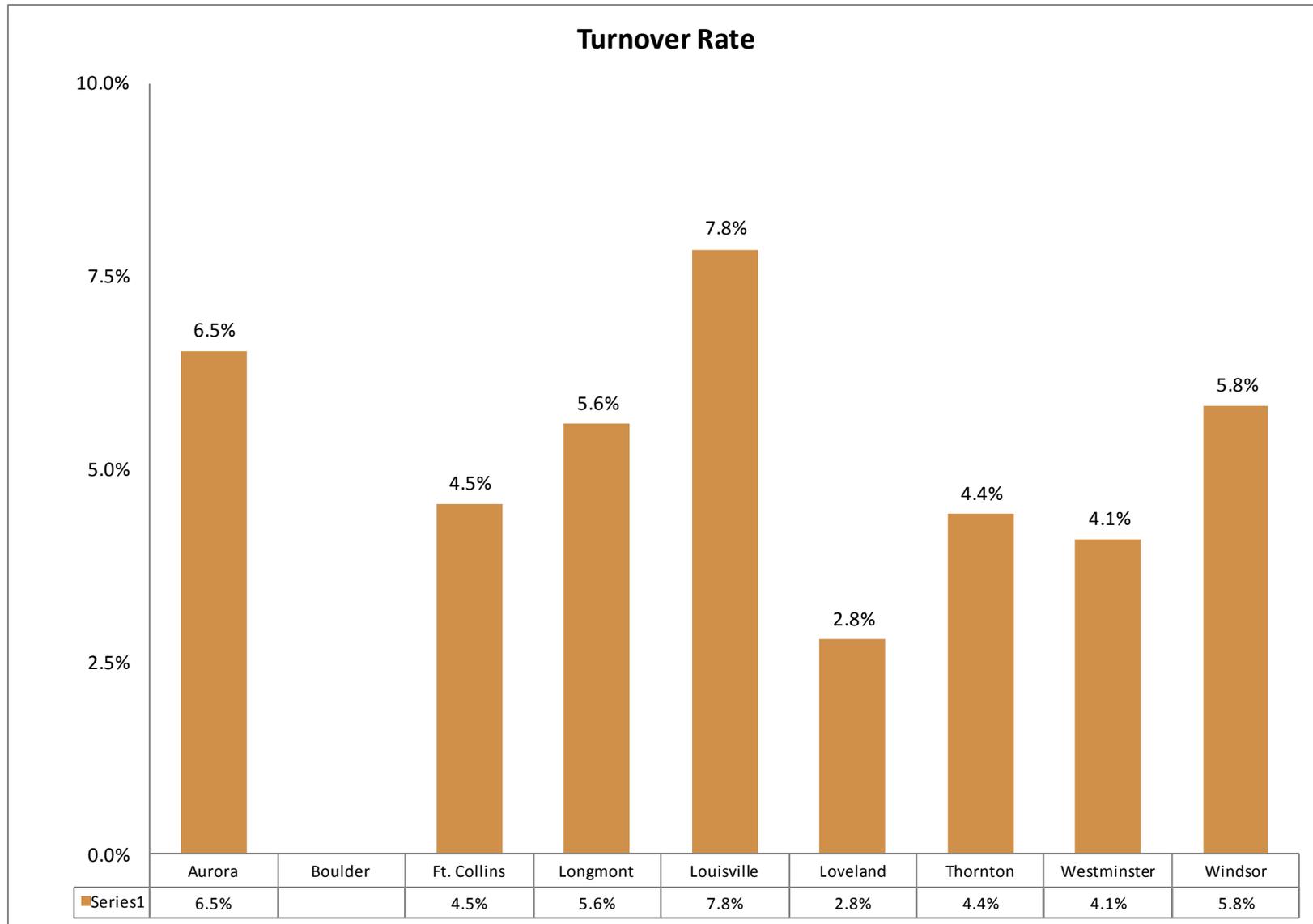


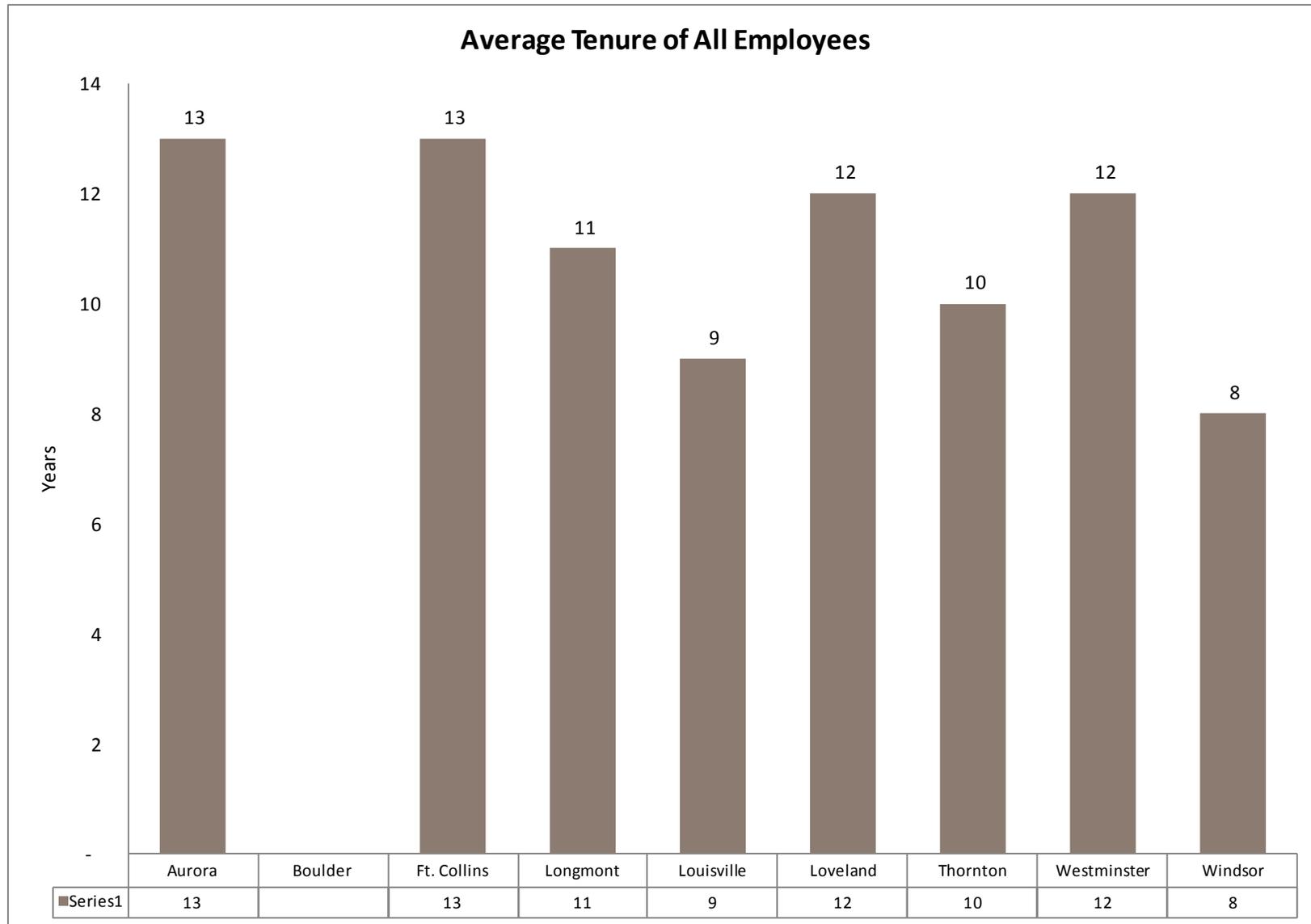


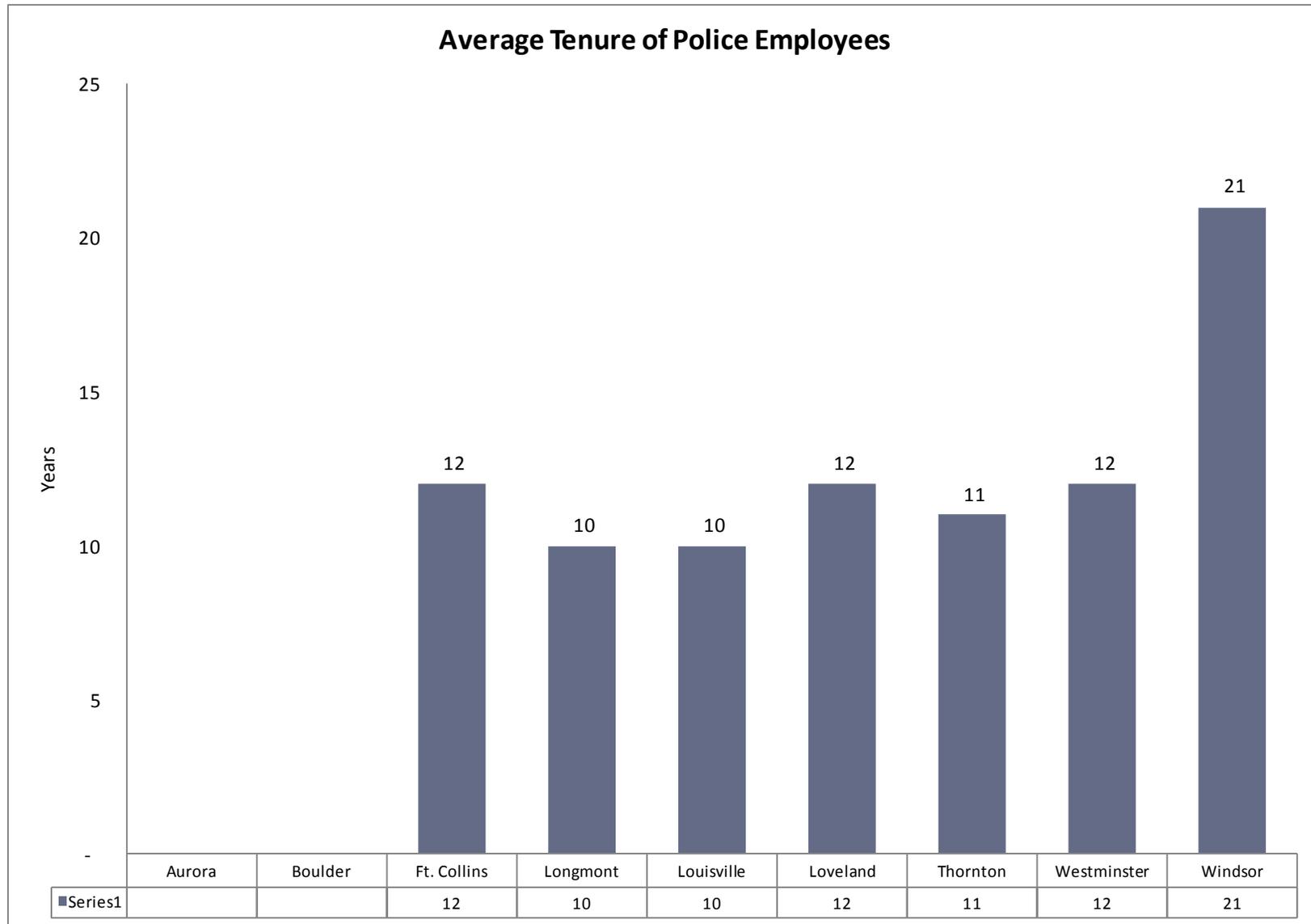
Human Resources



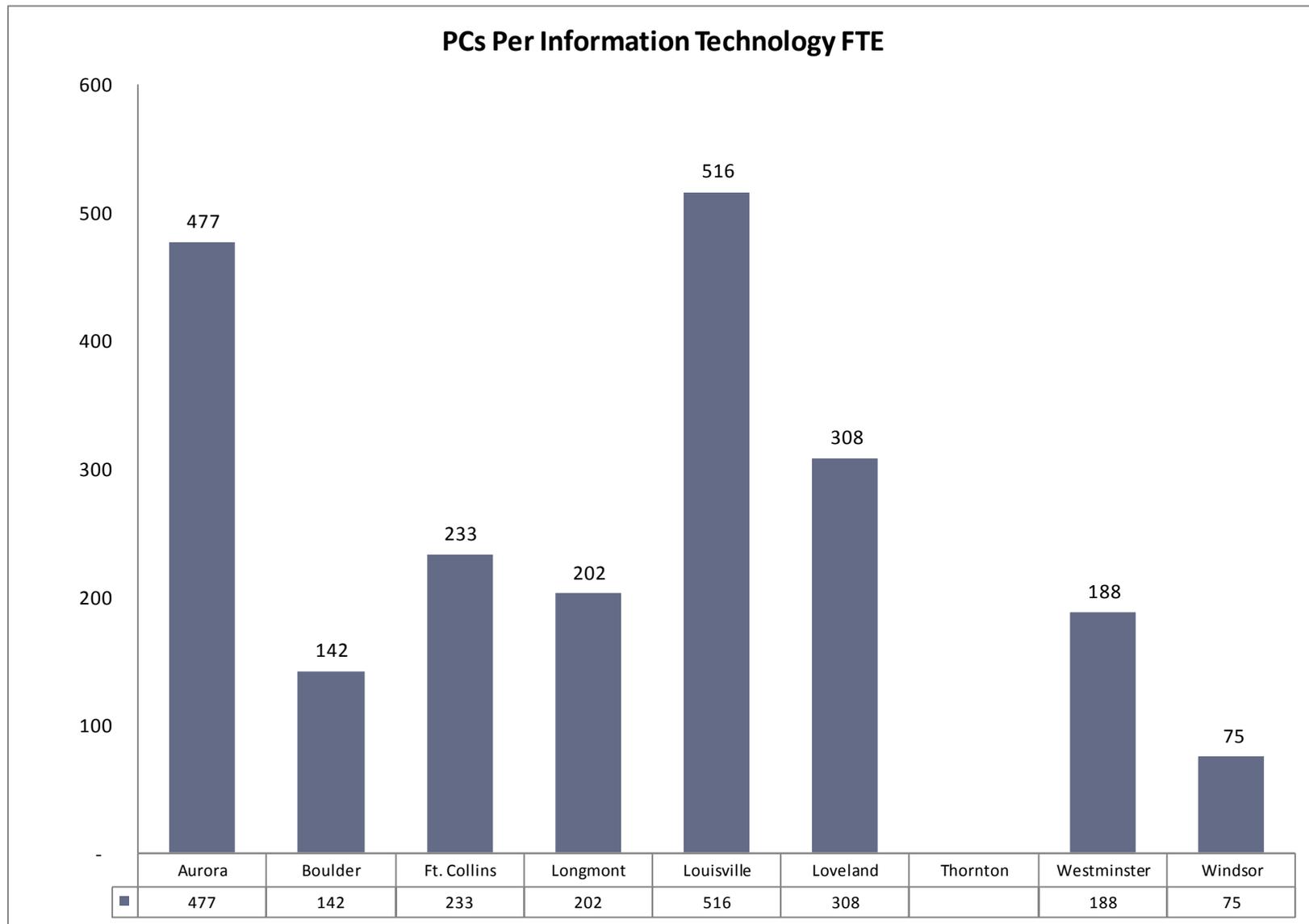


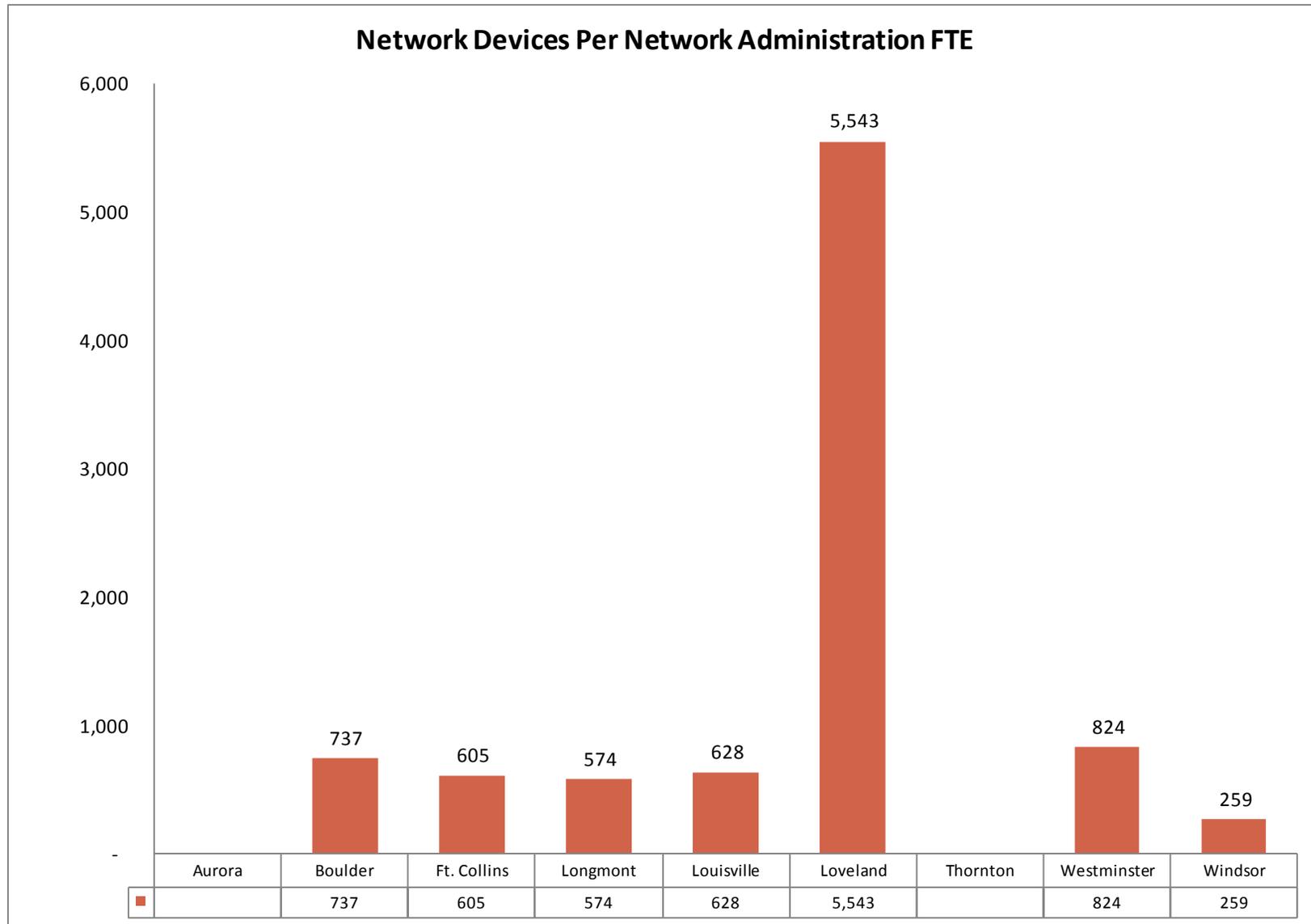


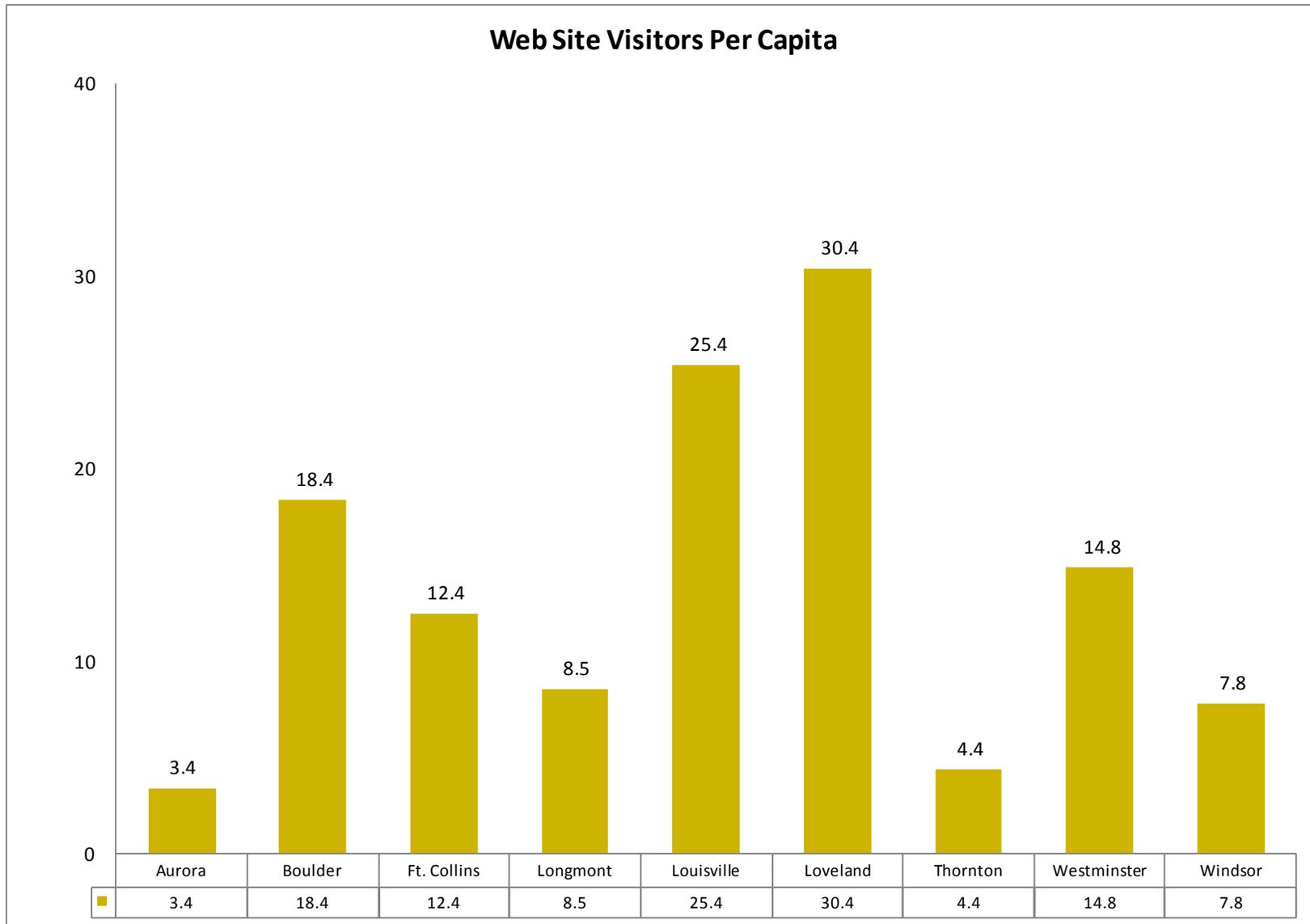


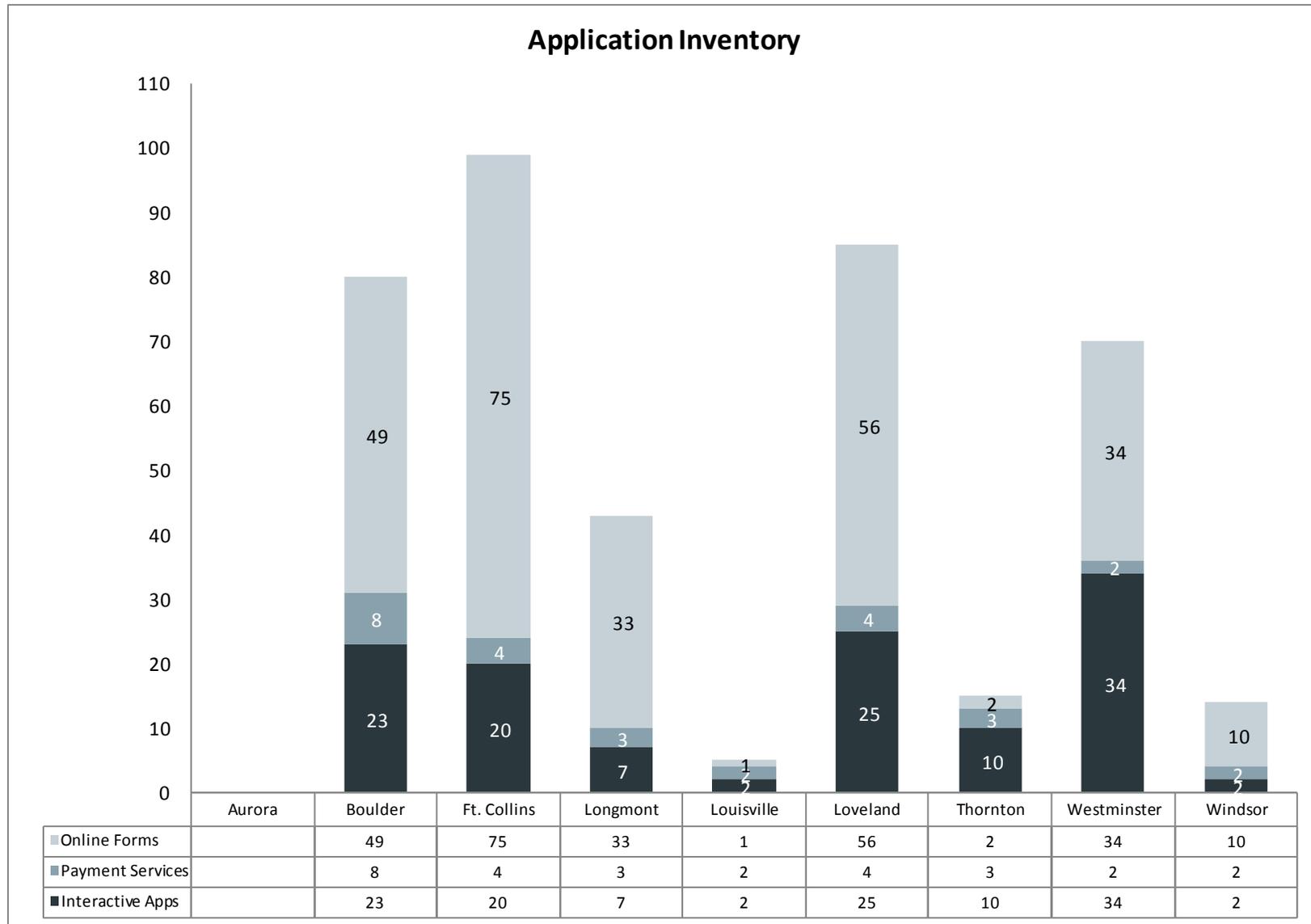


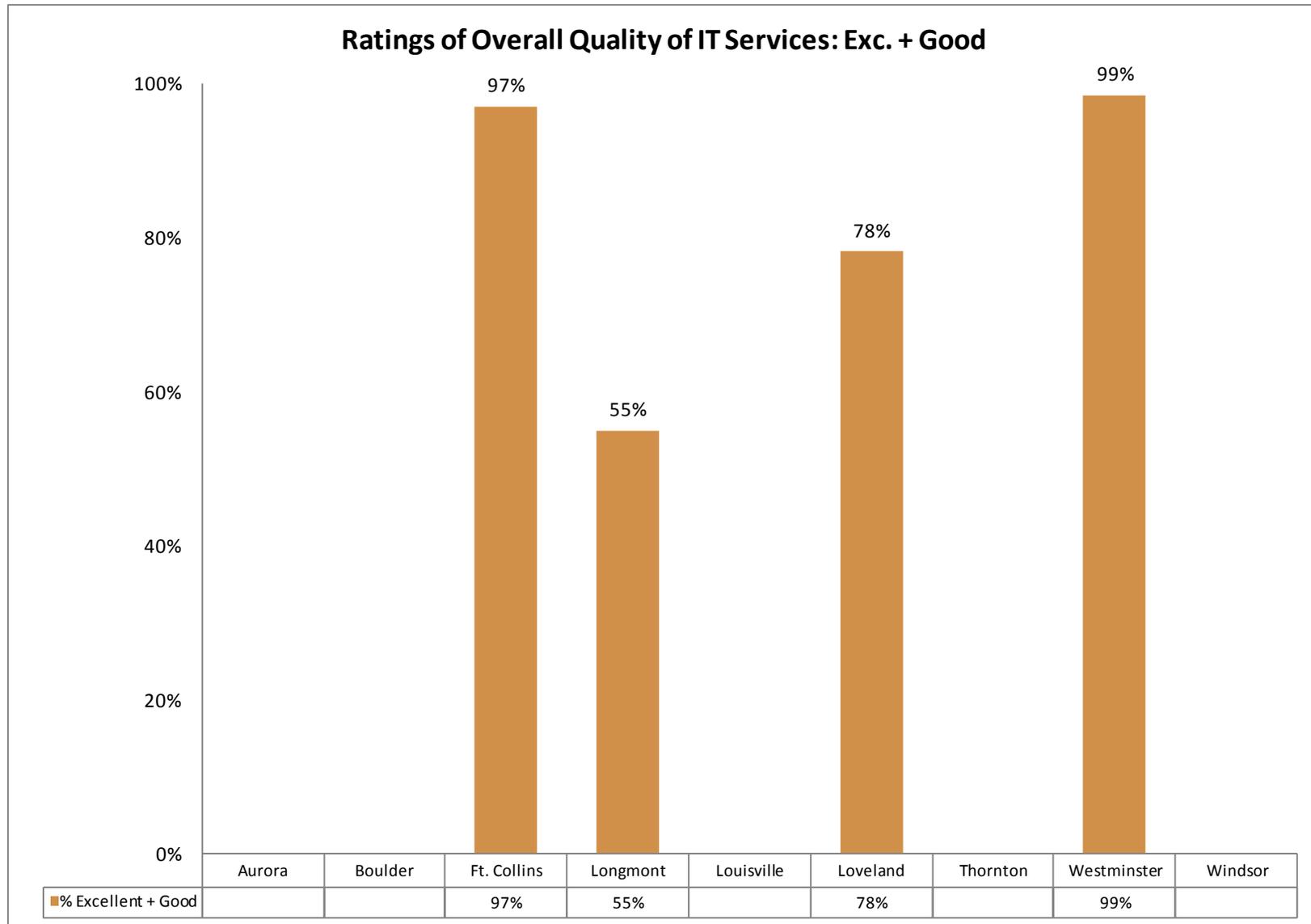
Information Technology



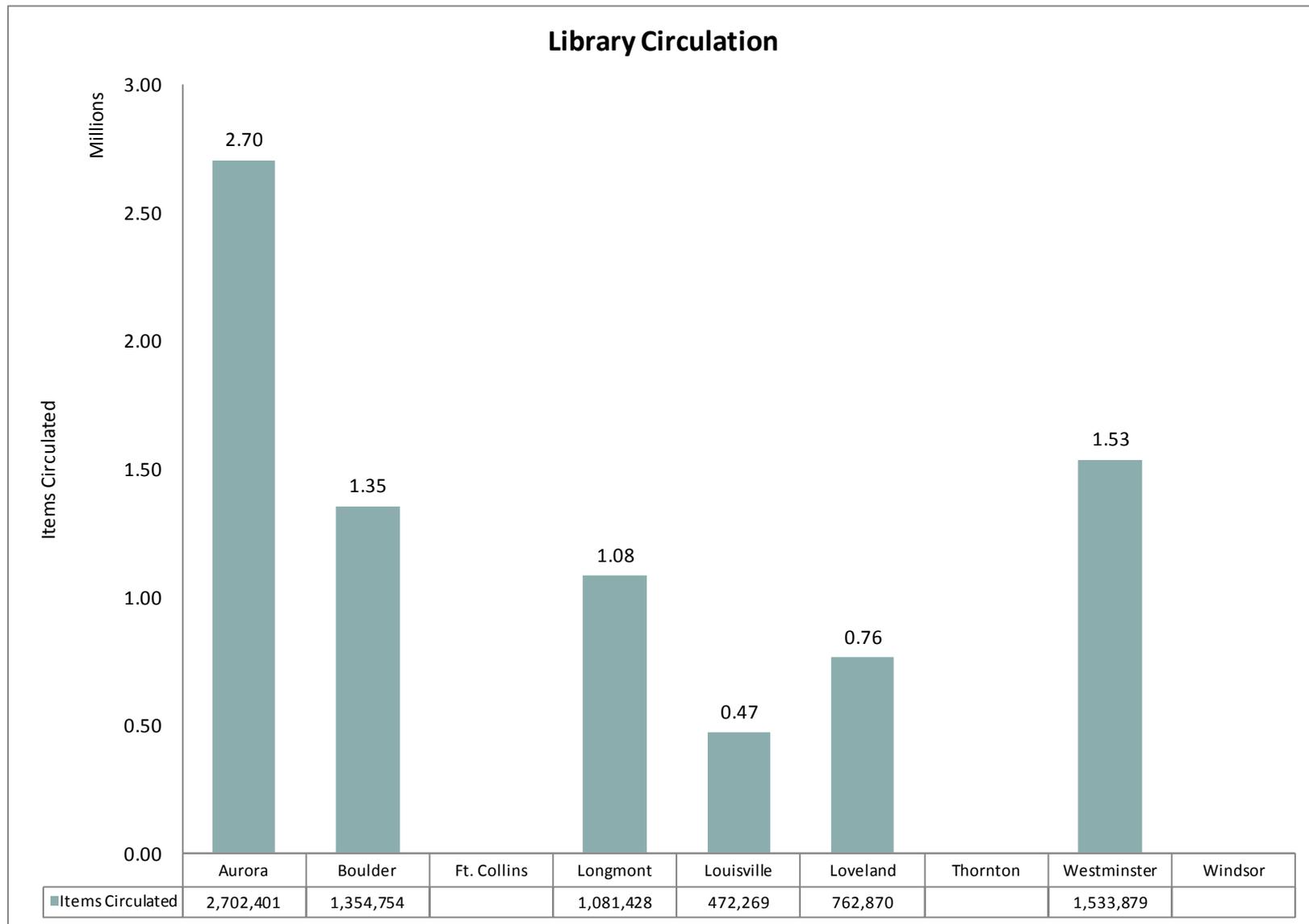


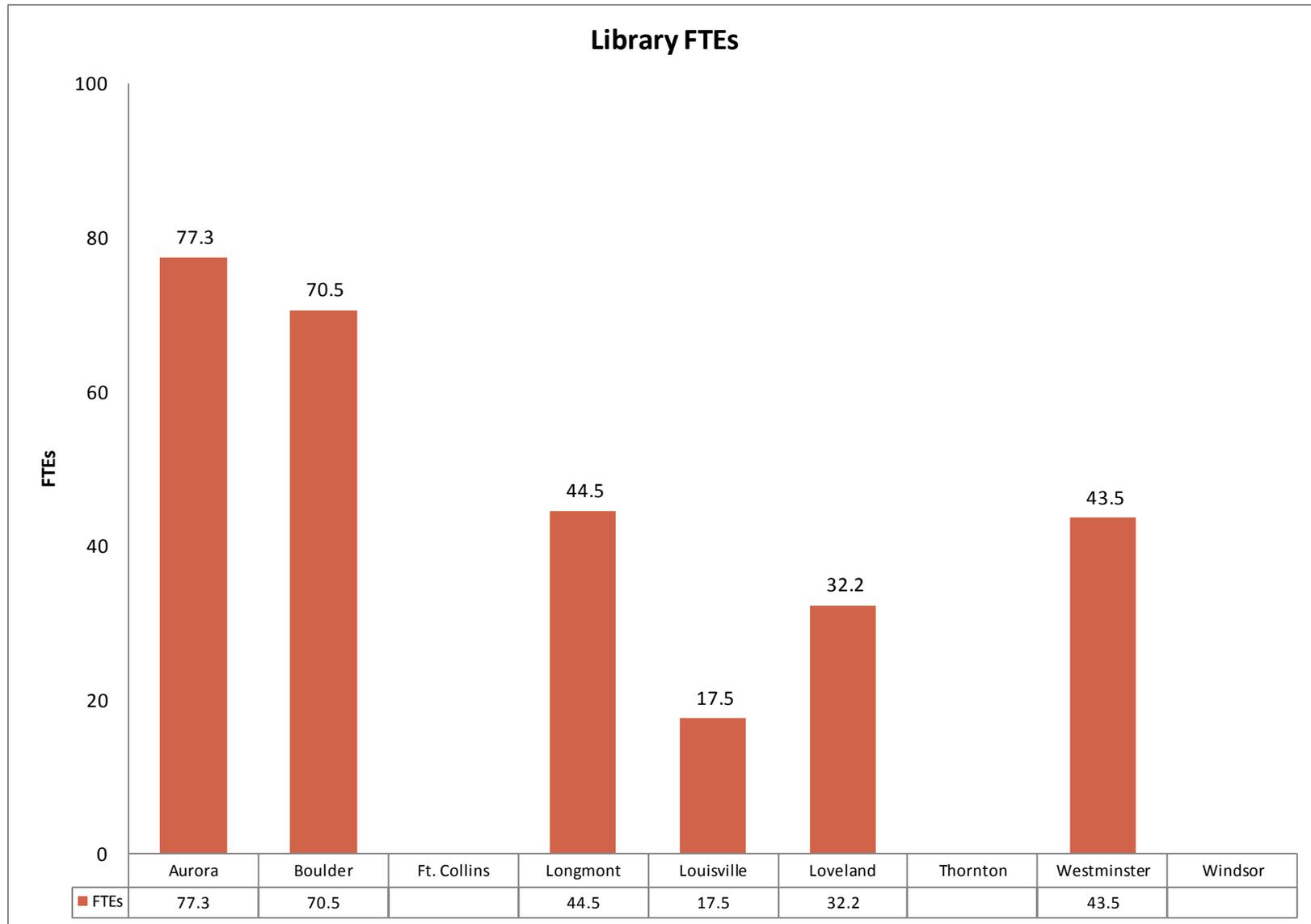


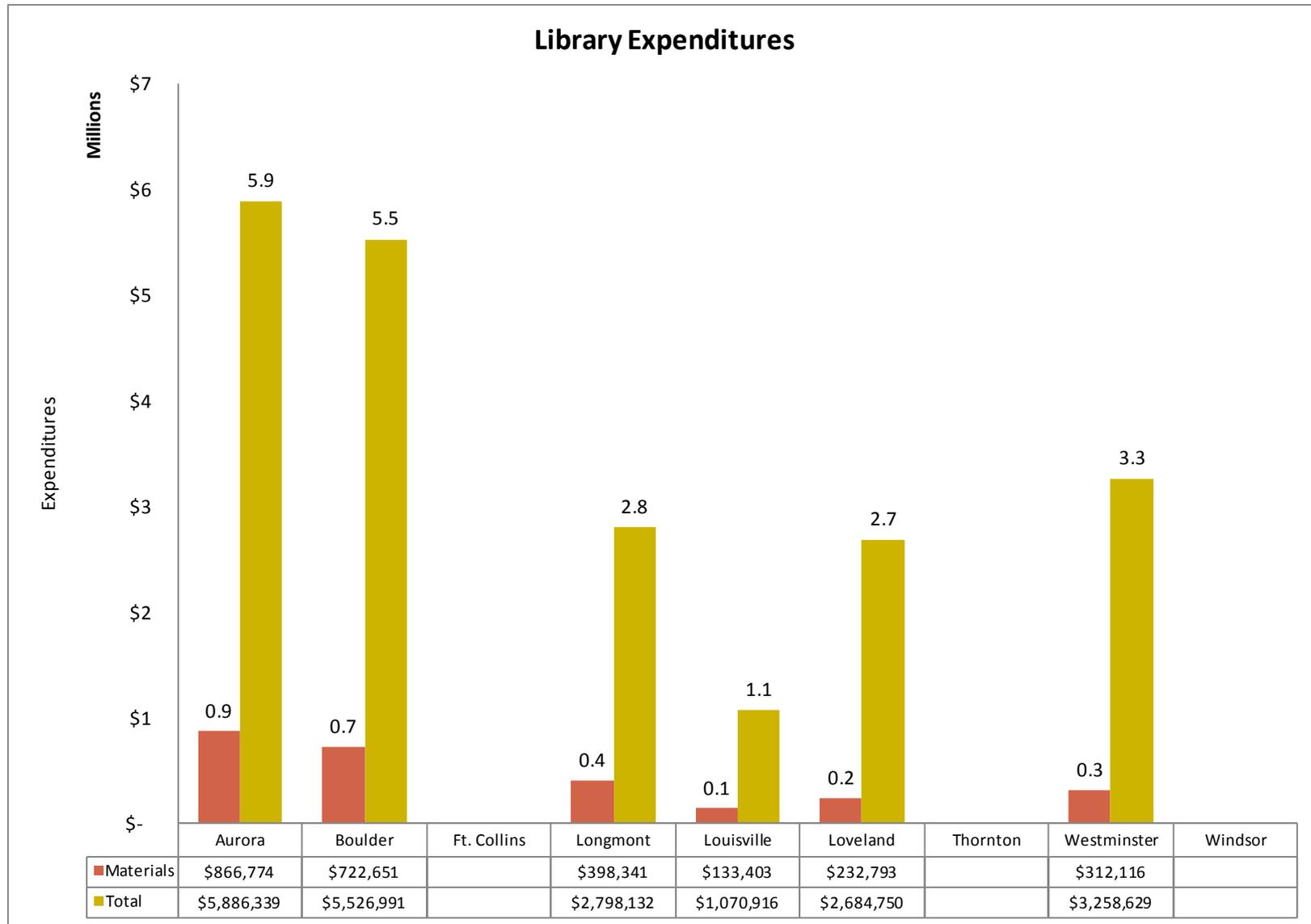


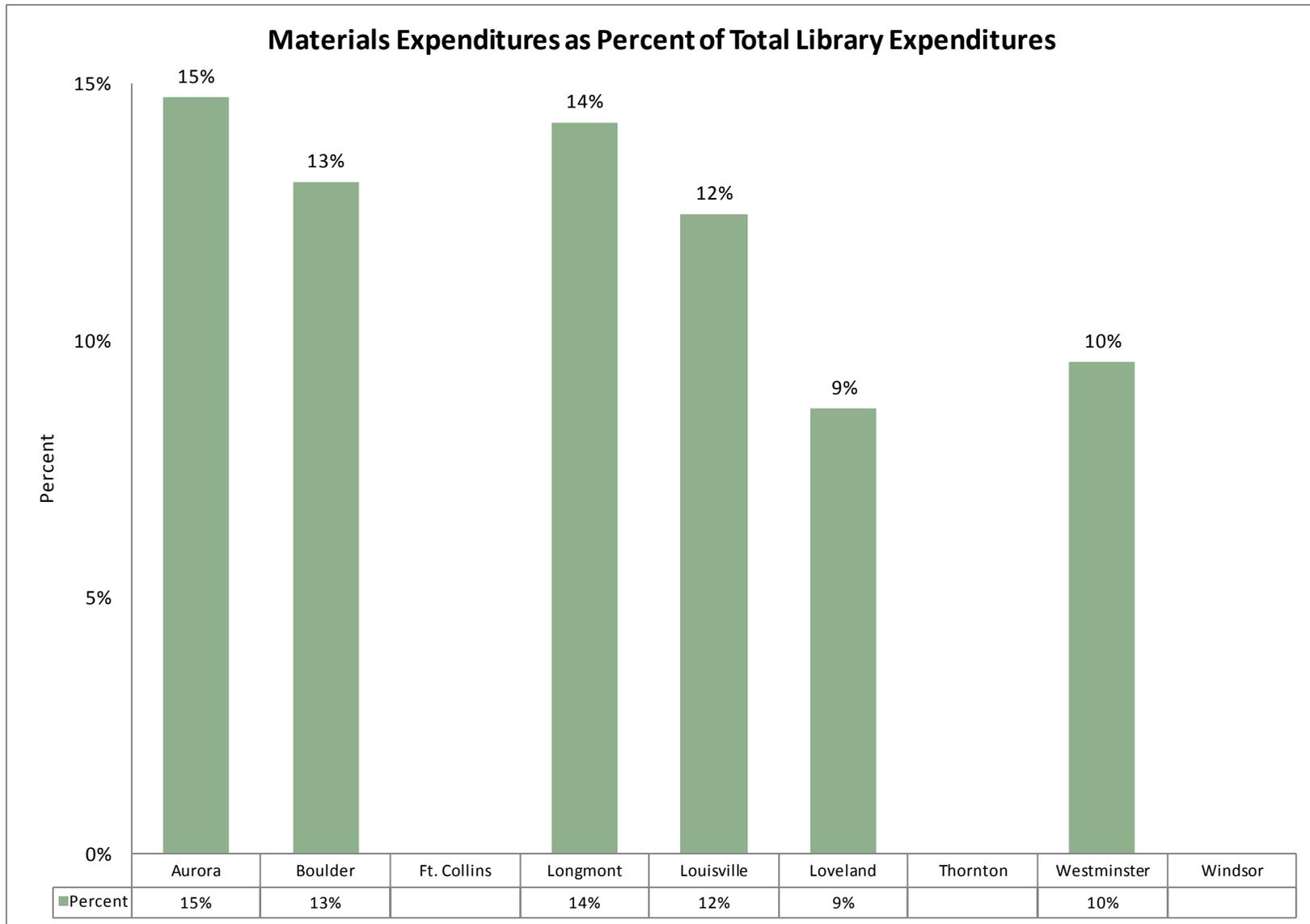


Library Services

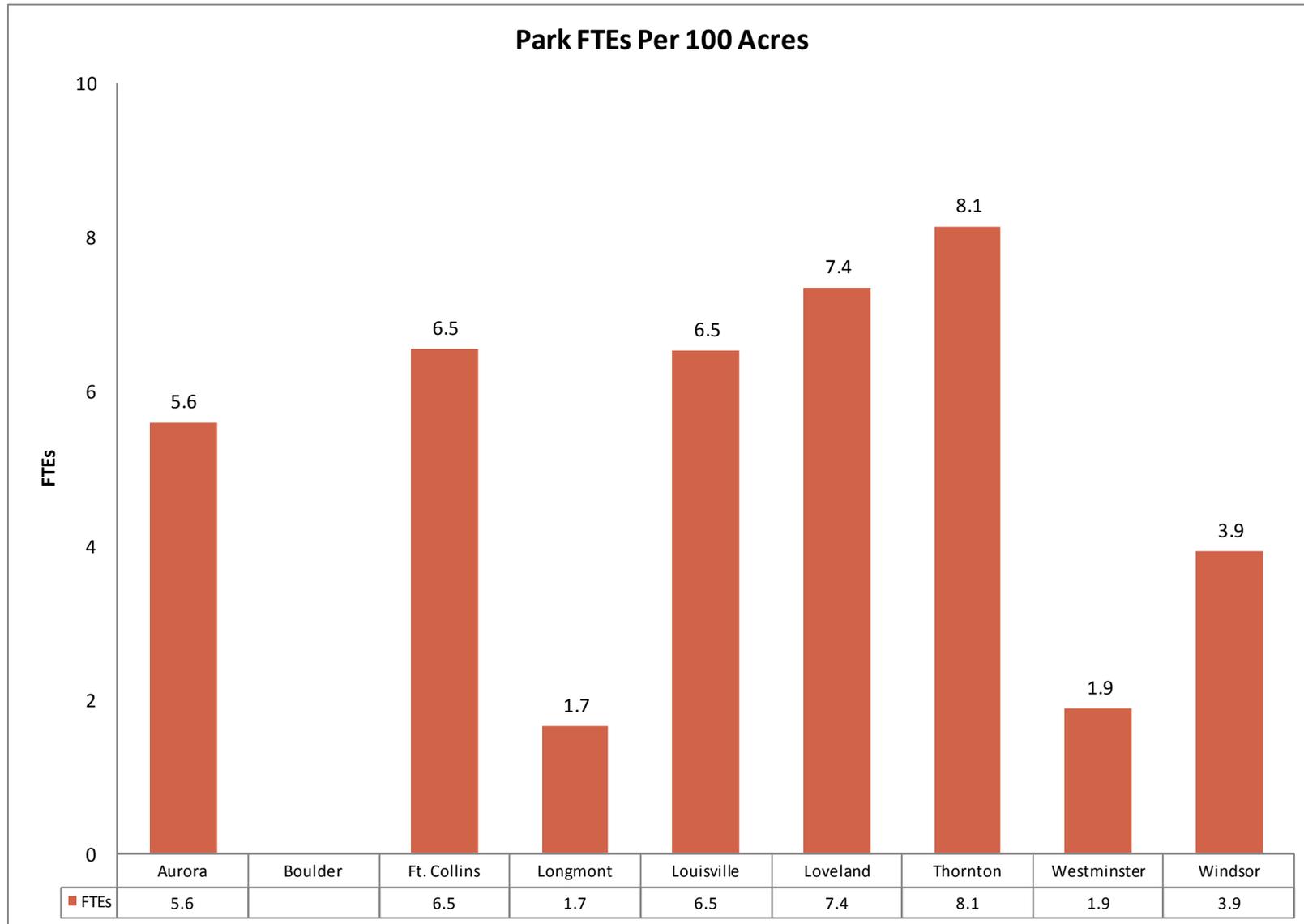


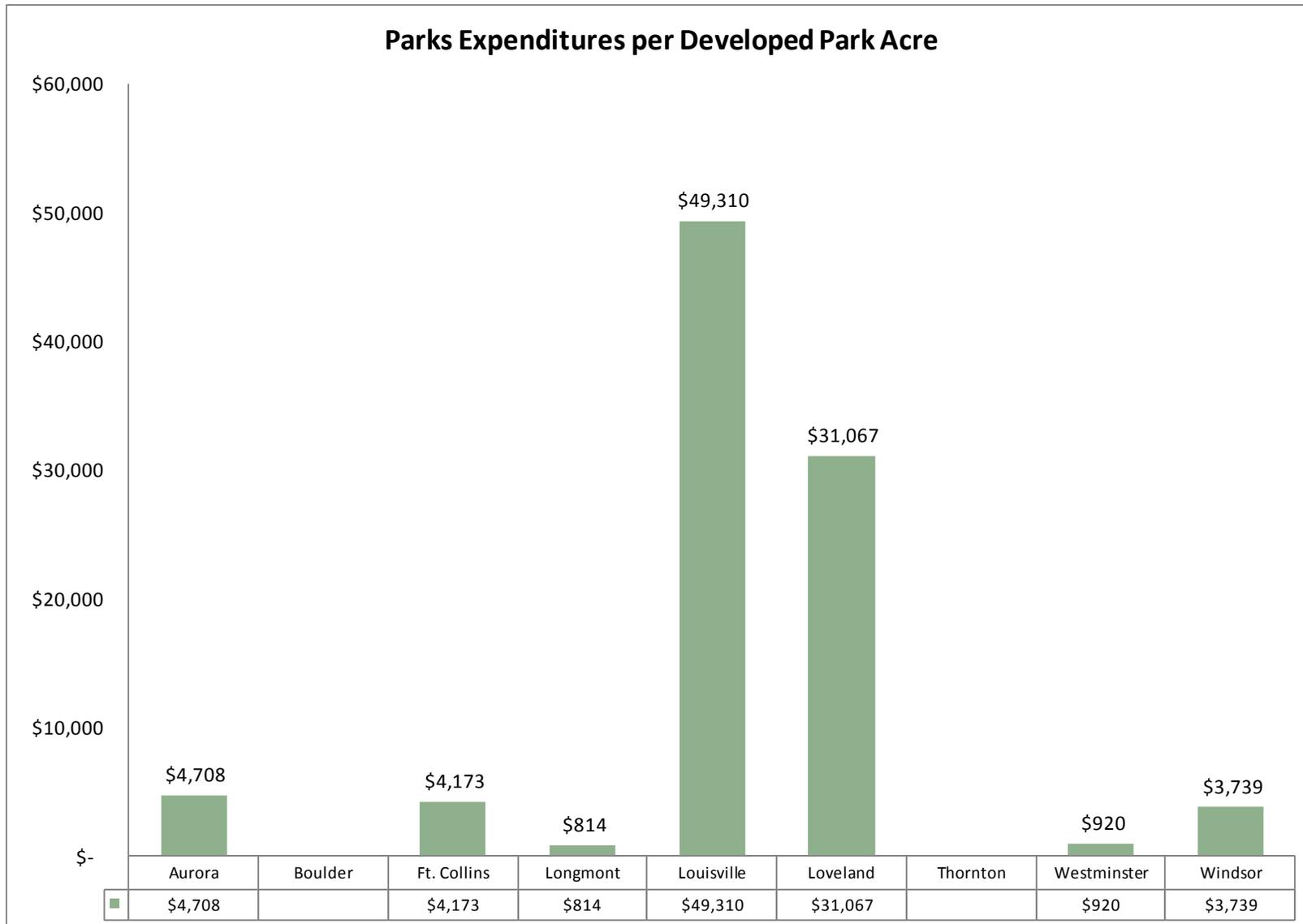


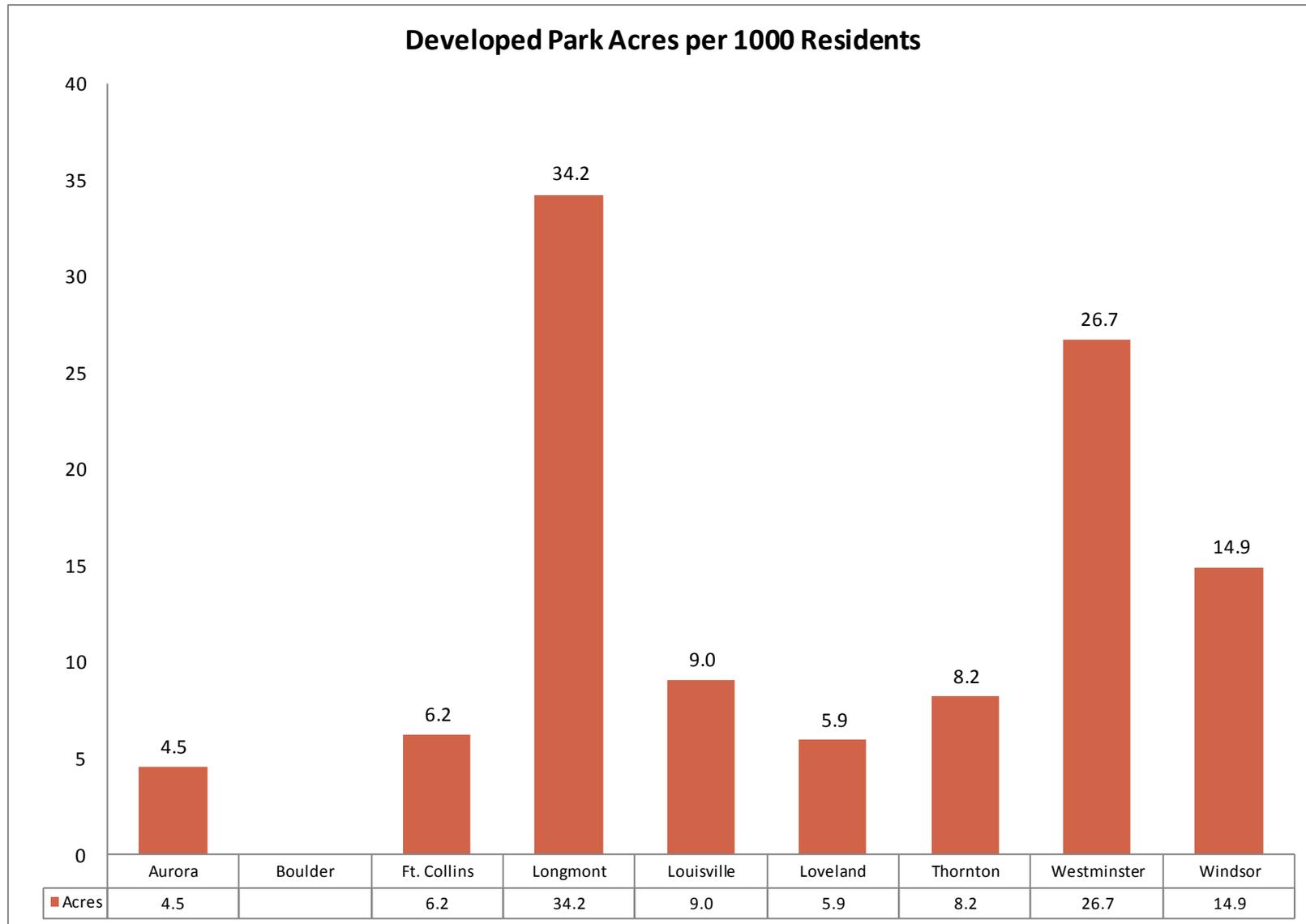




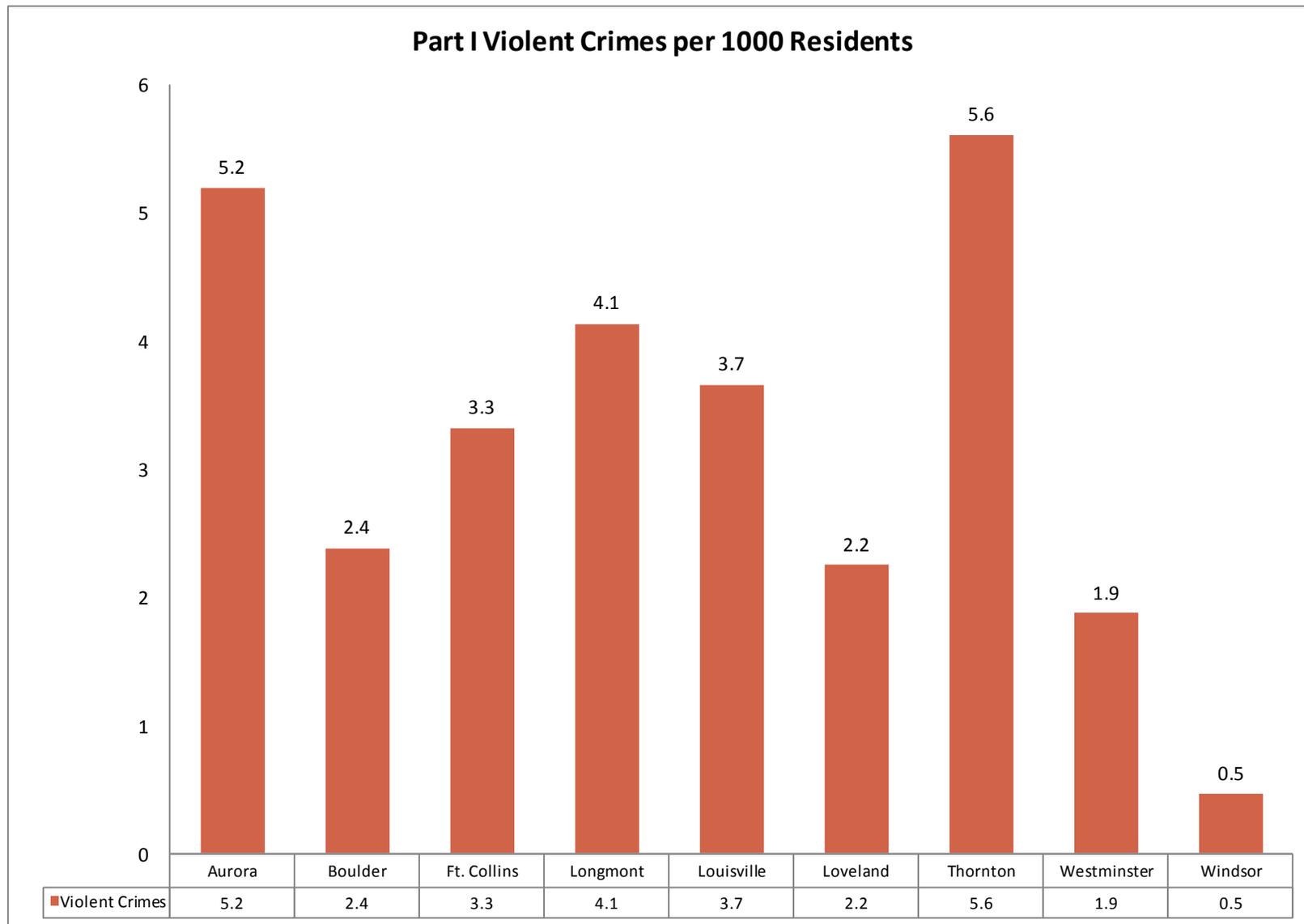
Parks

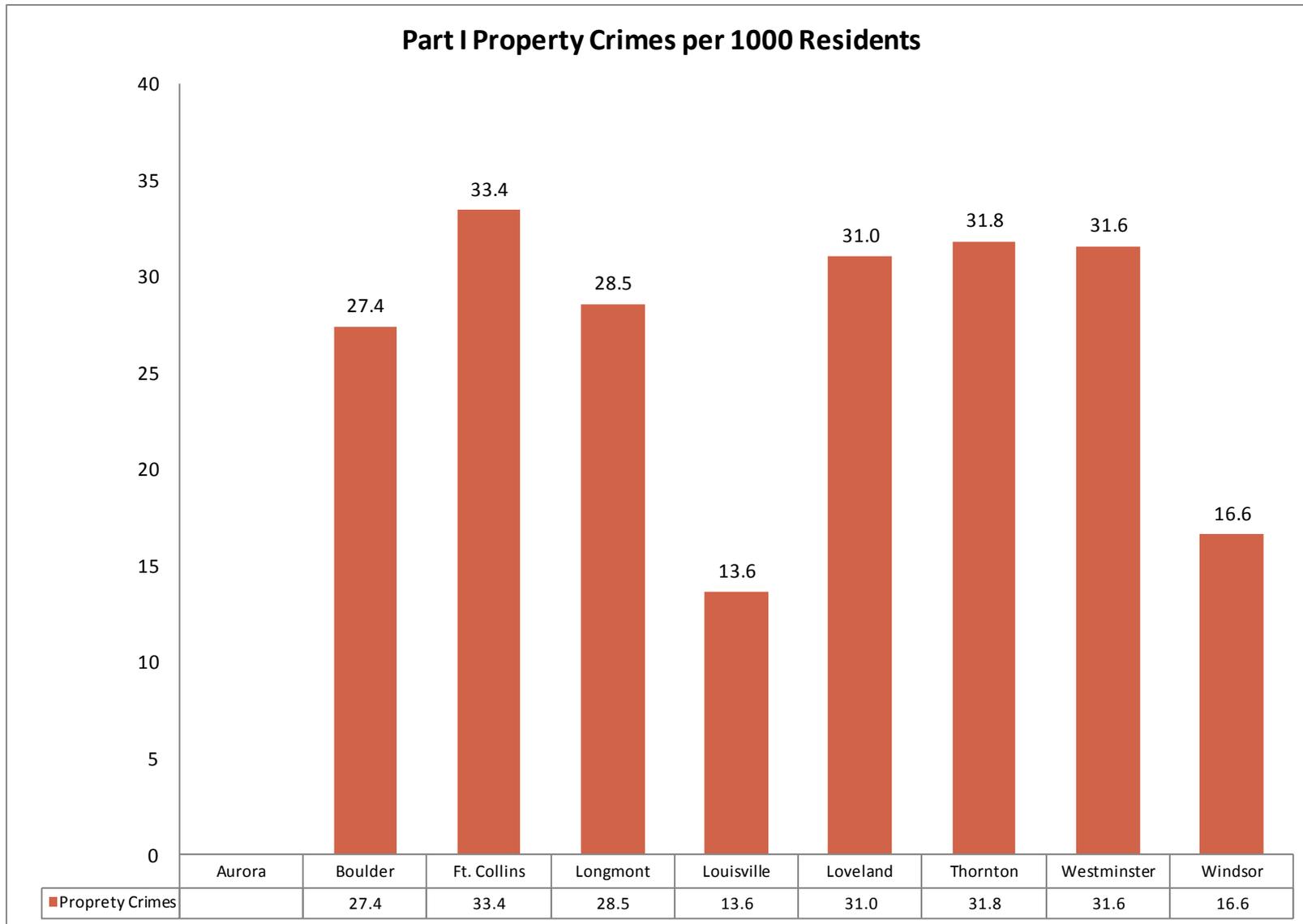


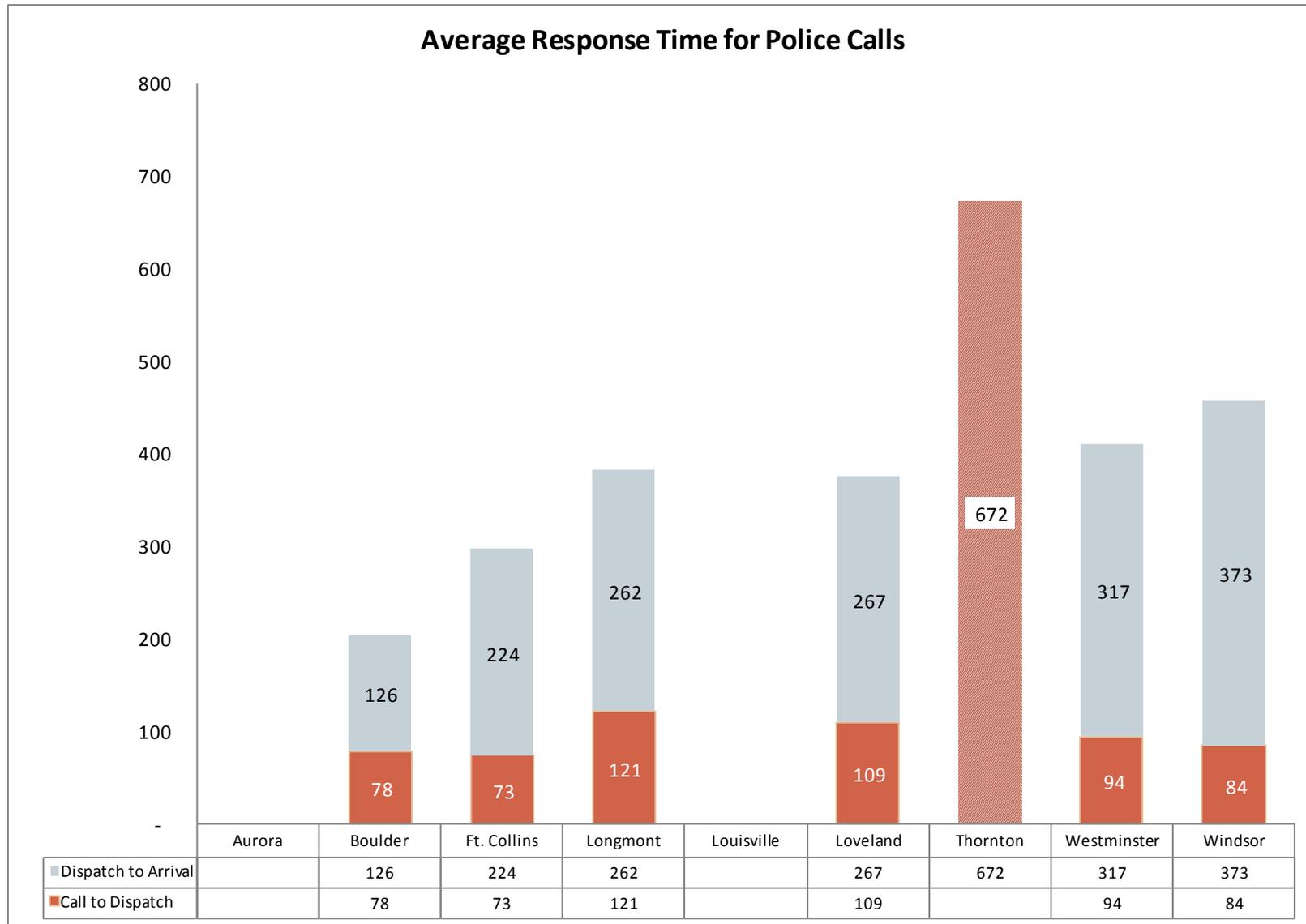




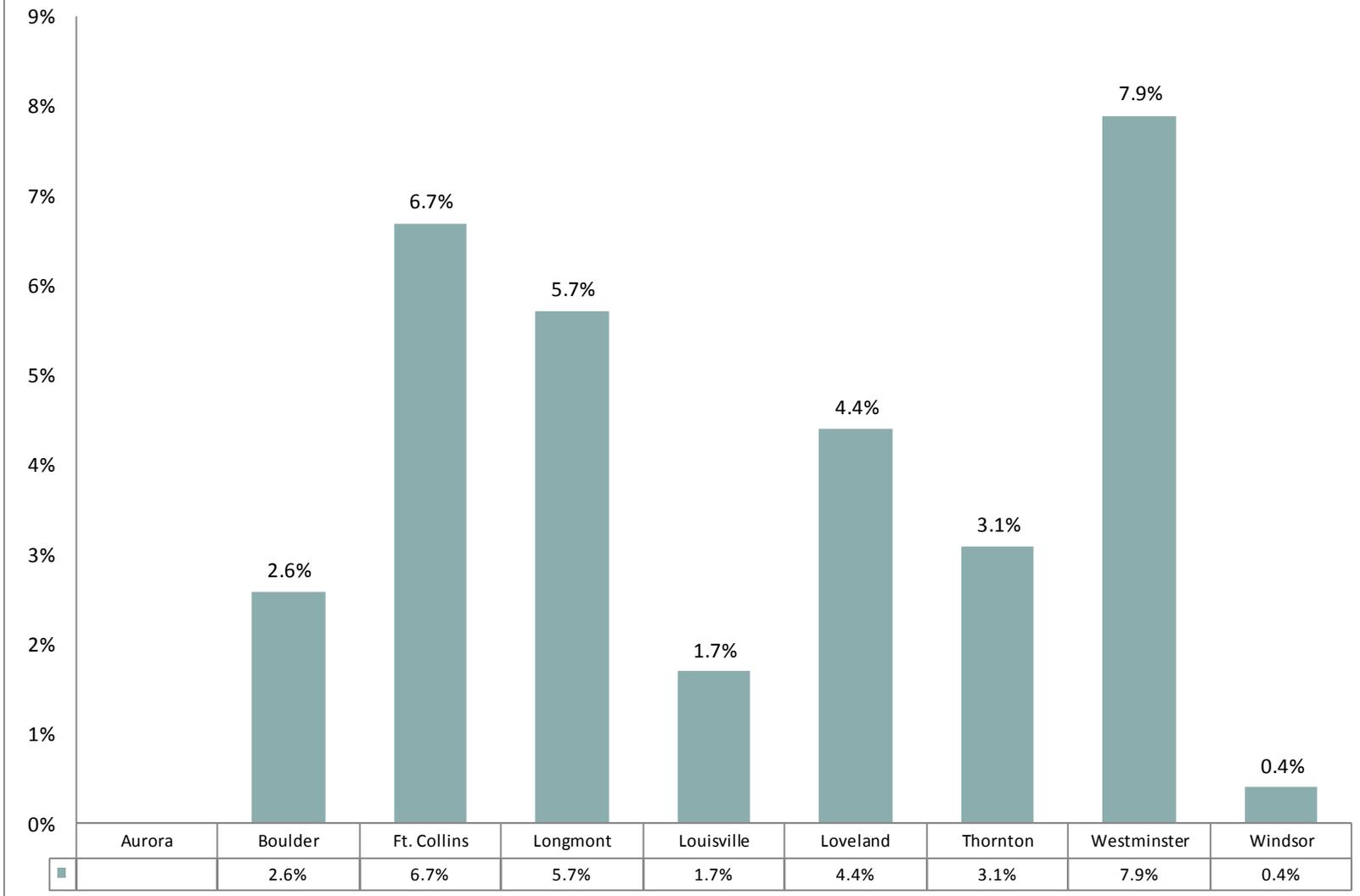
Police

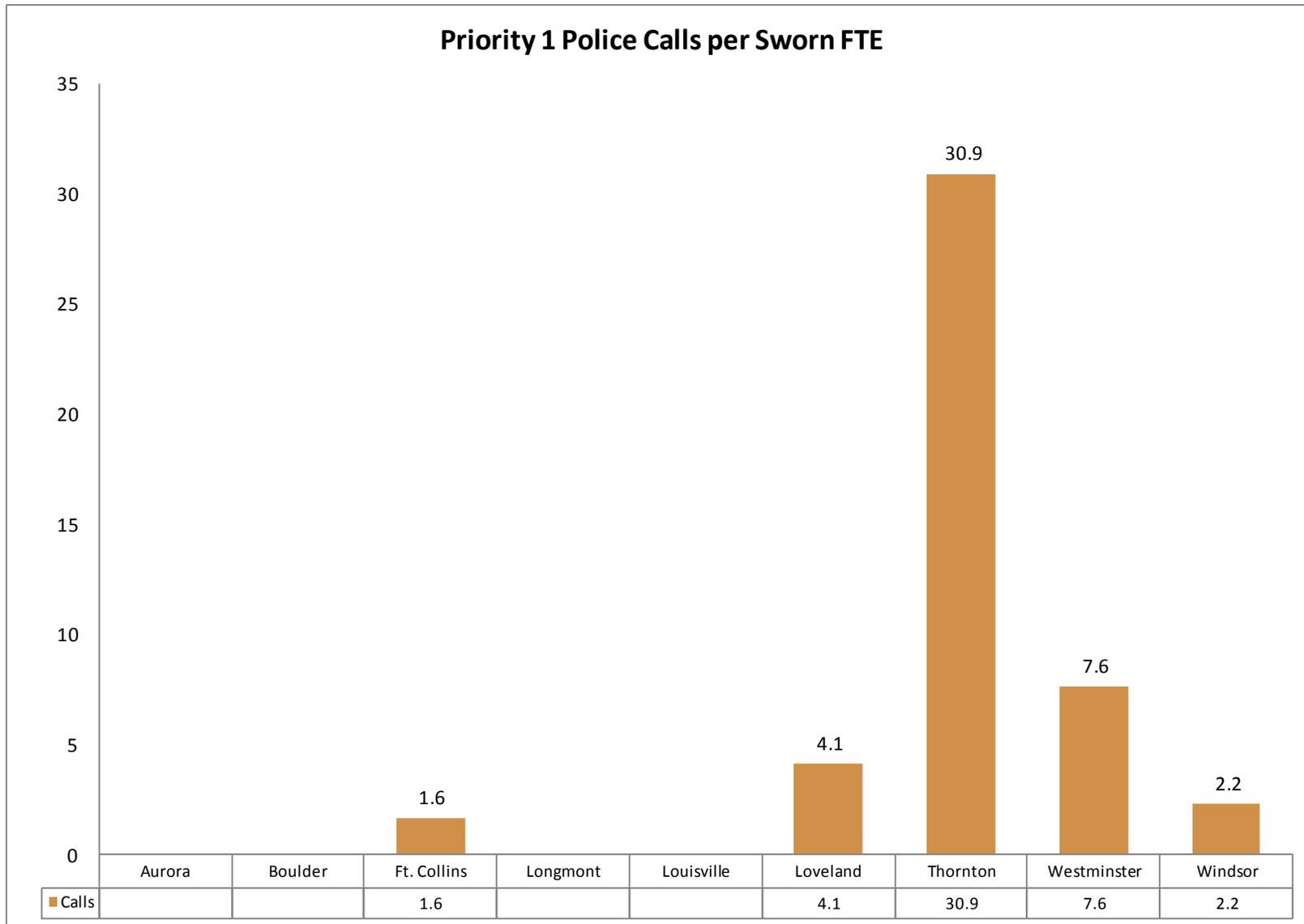


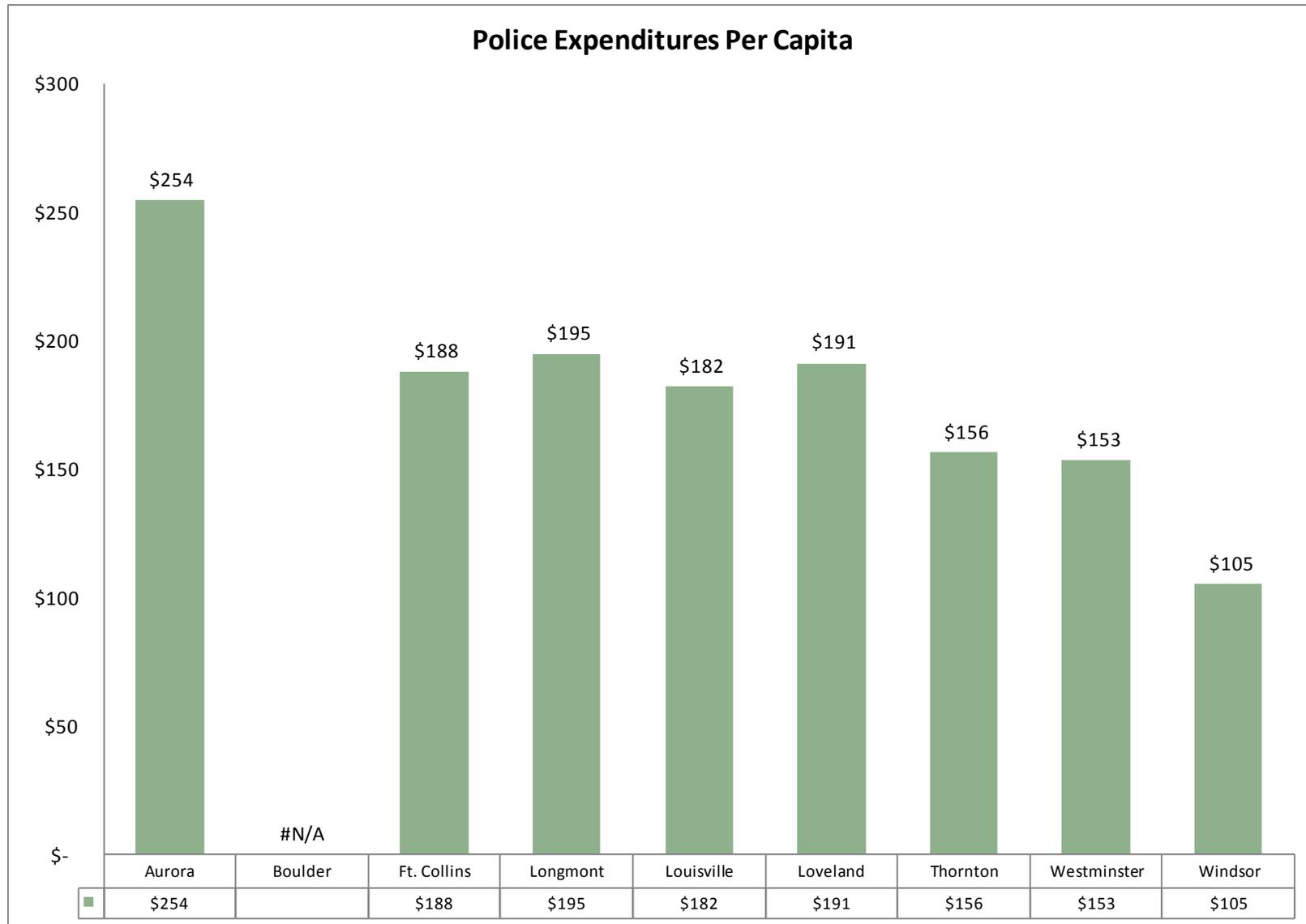




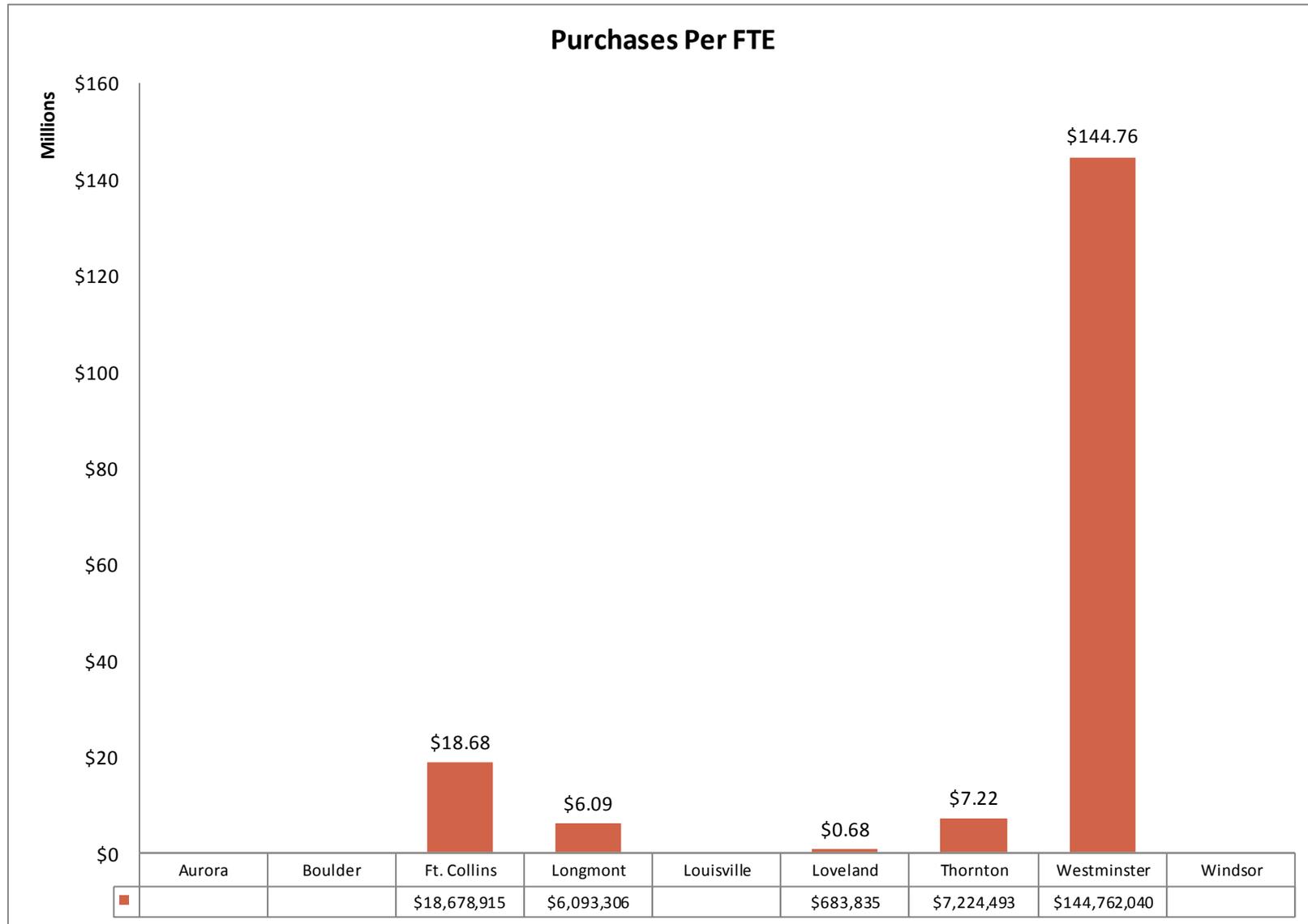
Overtime Hours as a Percent of Total Hours Paid to Sworn Staff

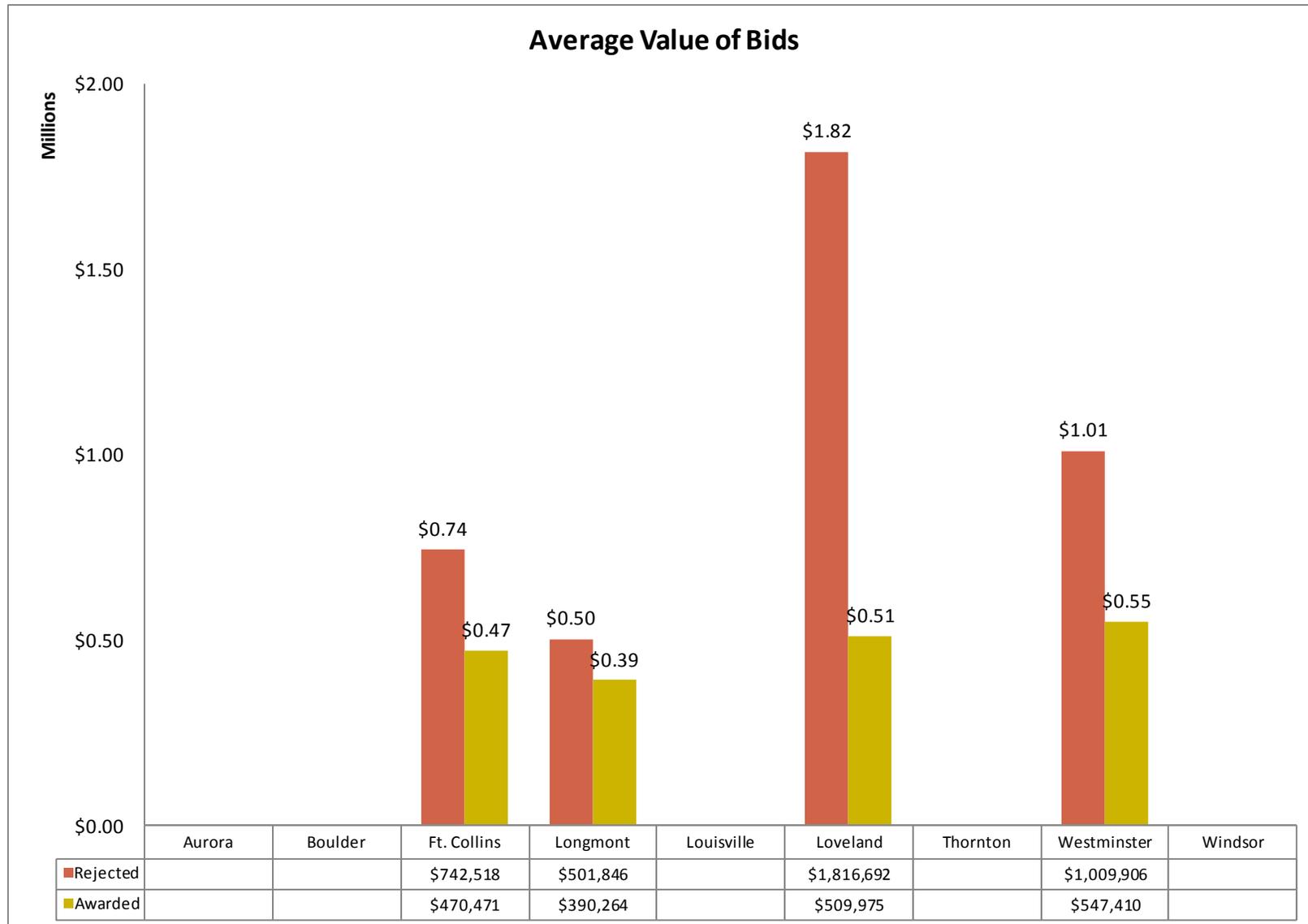


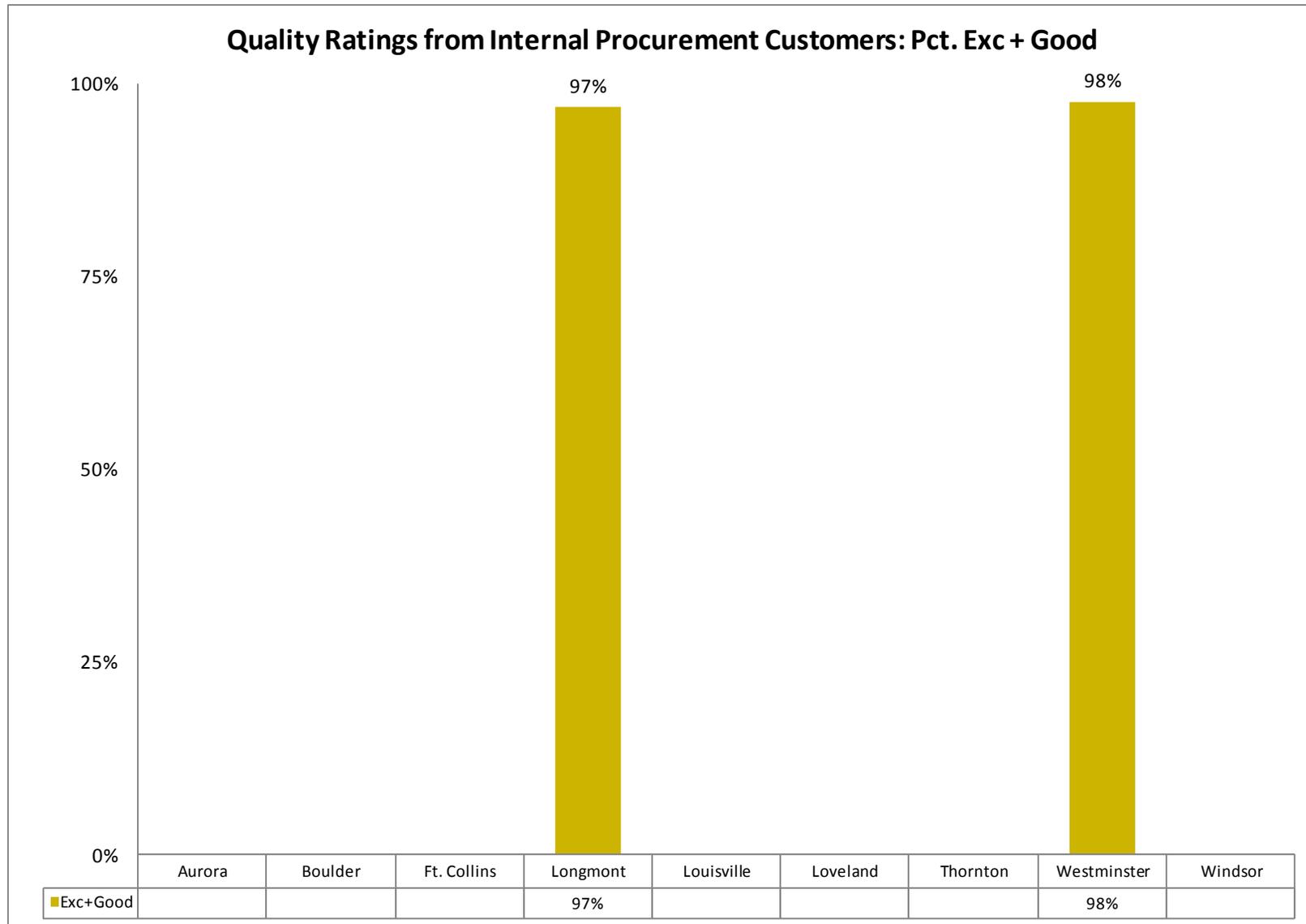




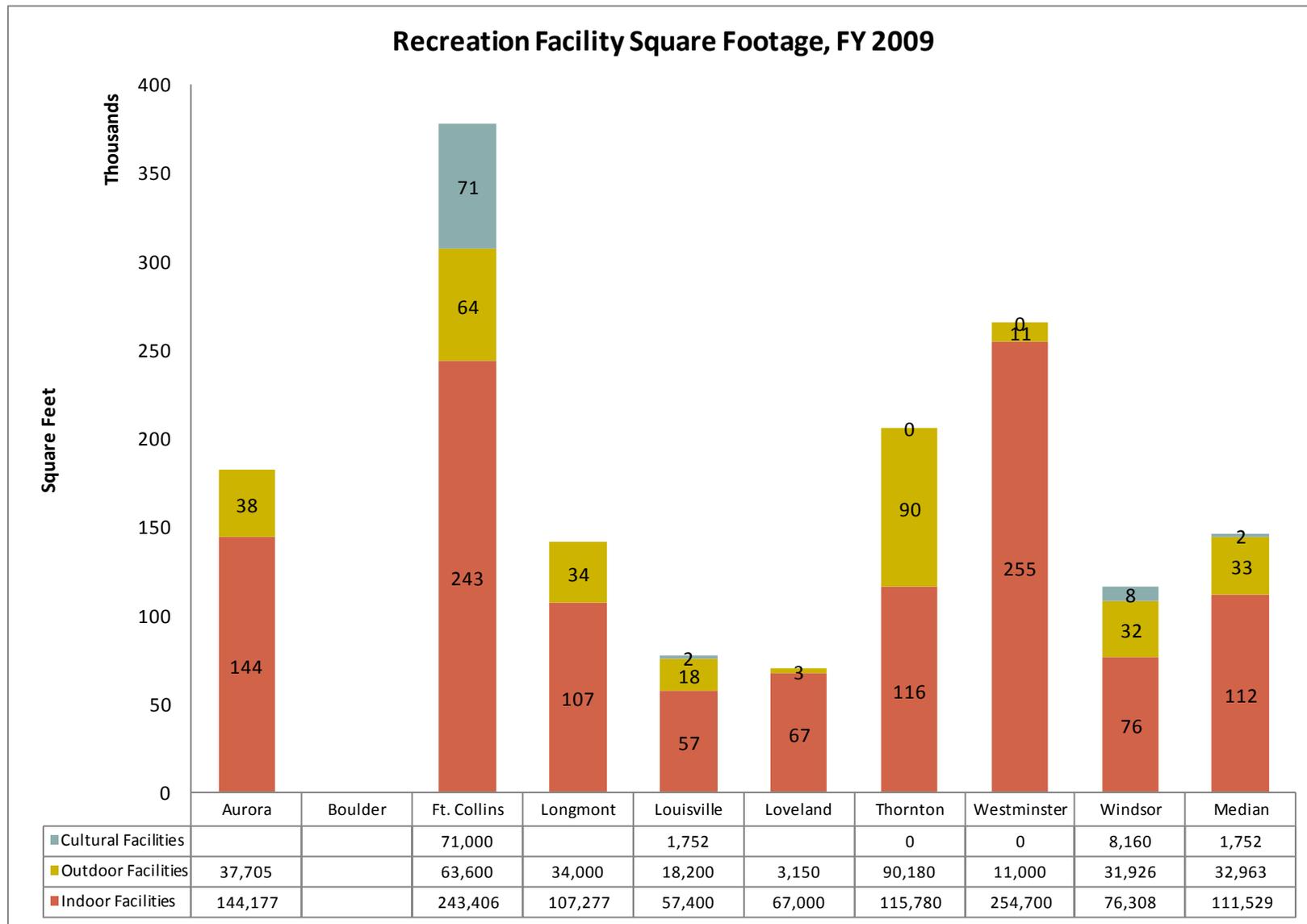
Procurement



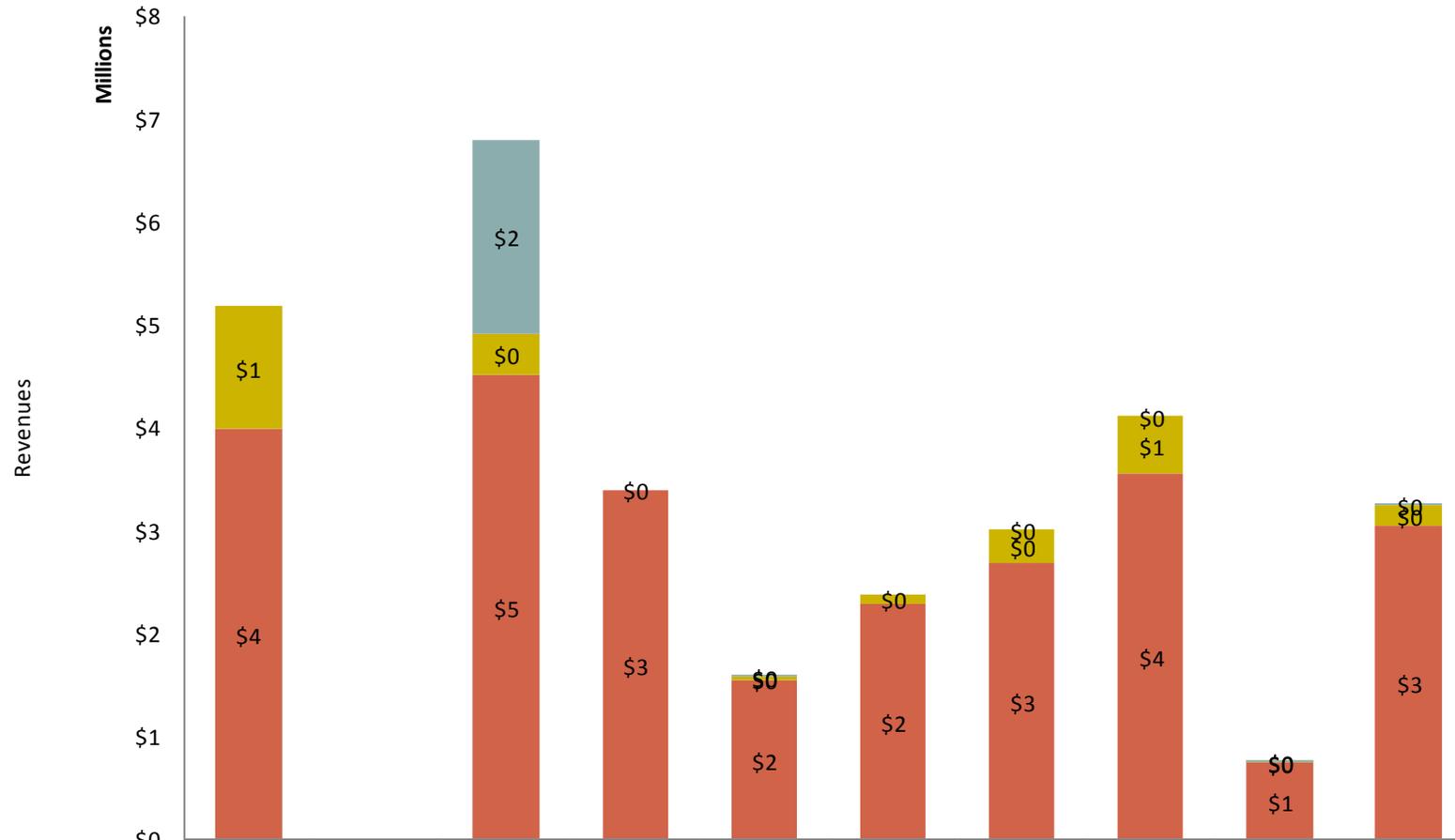




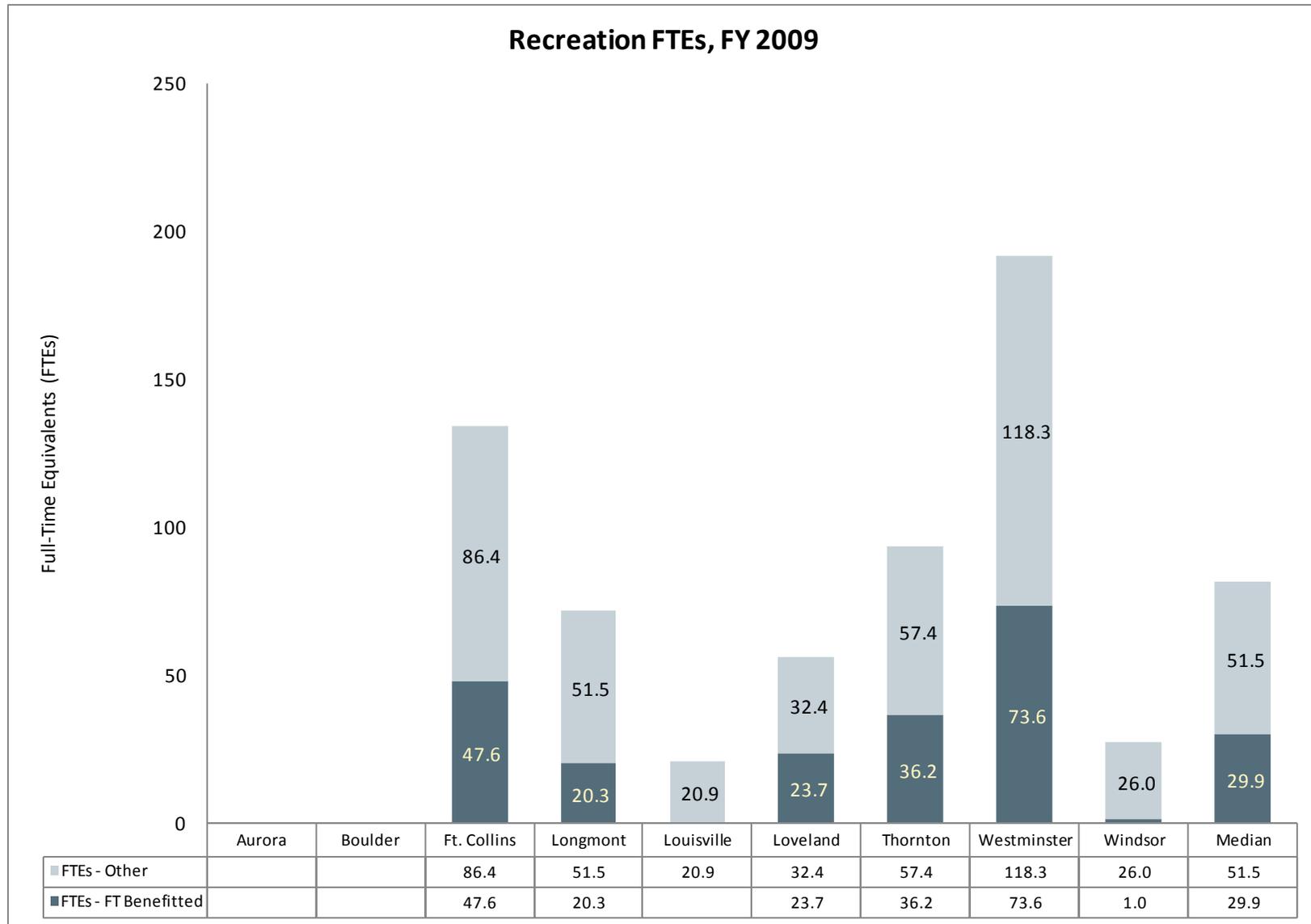
Recreation

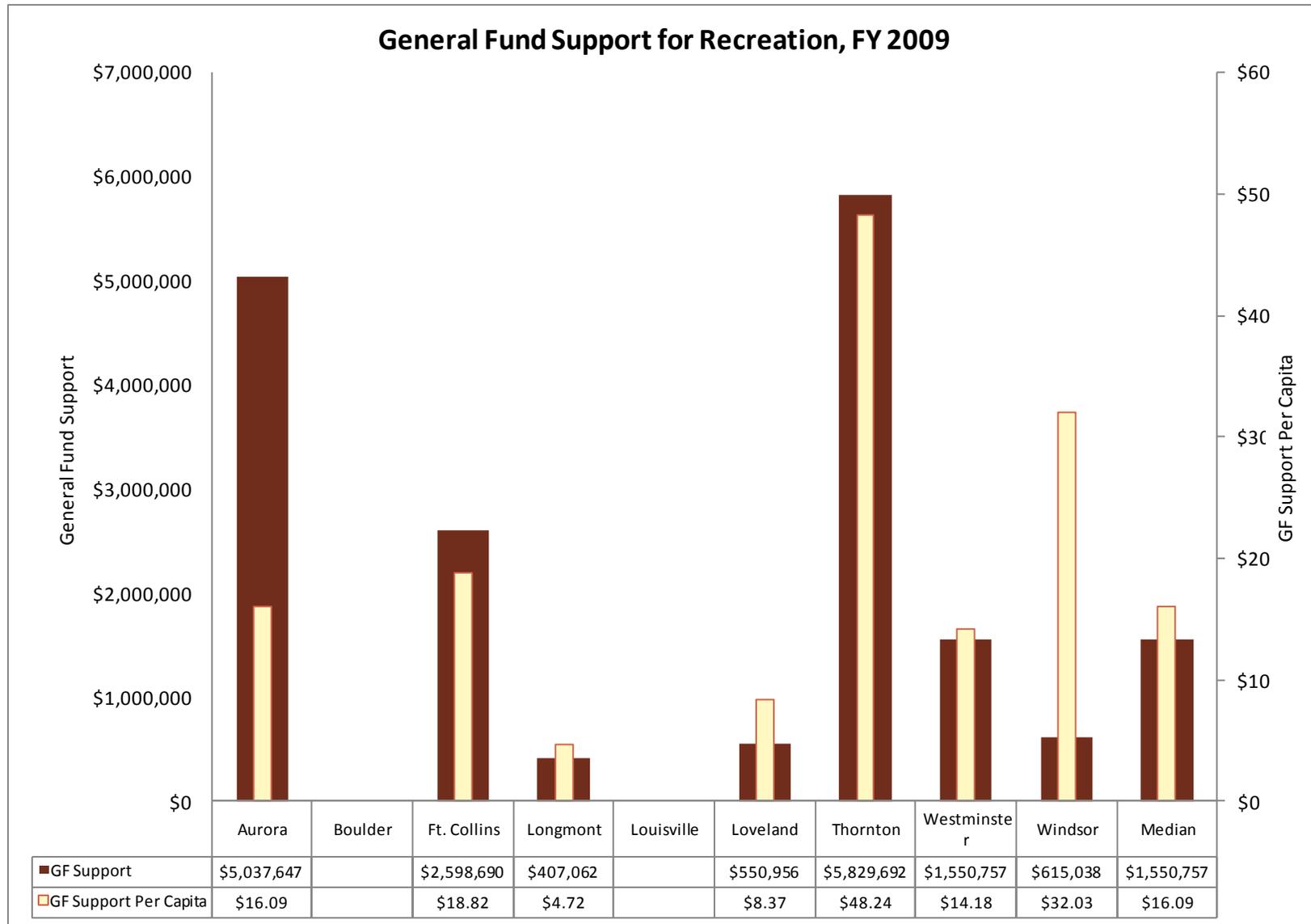


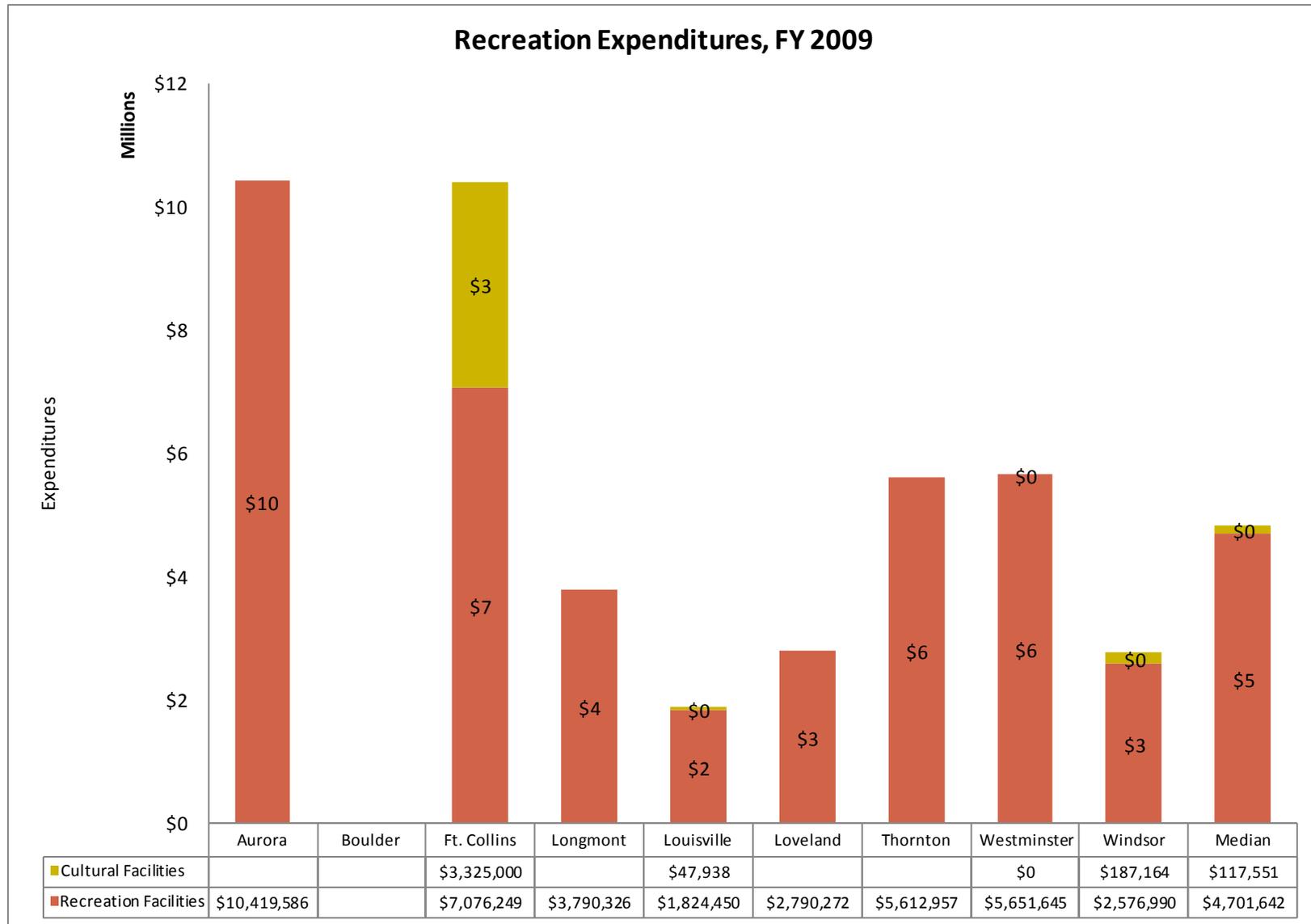
Recreation Revenues, By Source, FY 2009

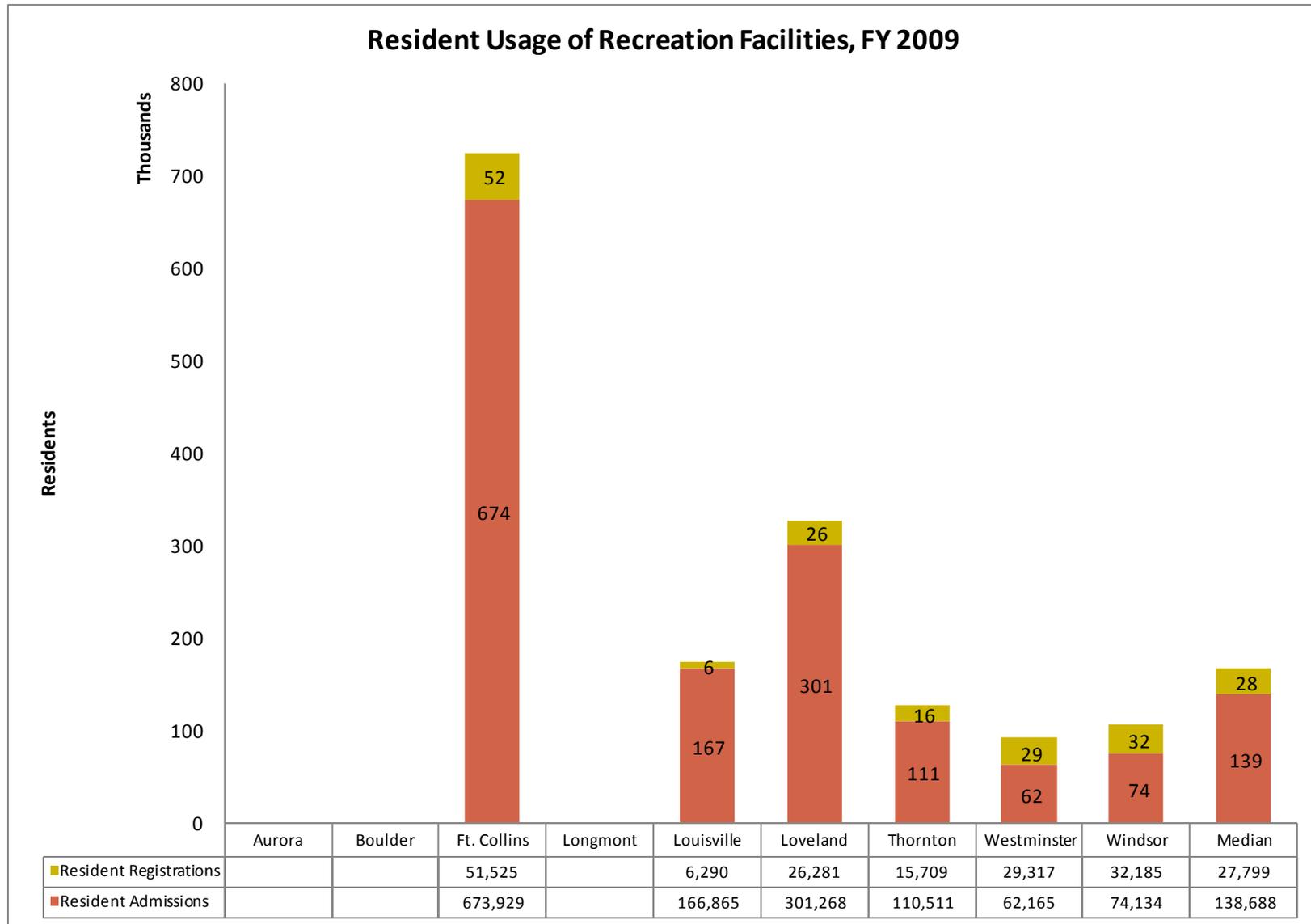


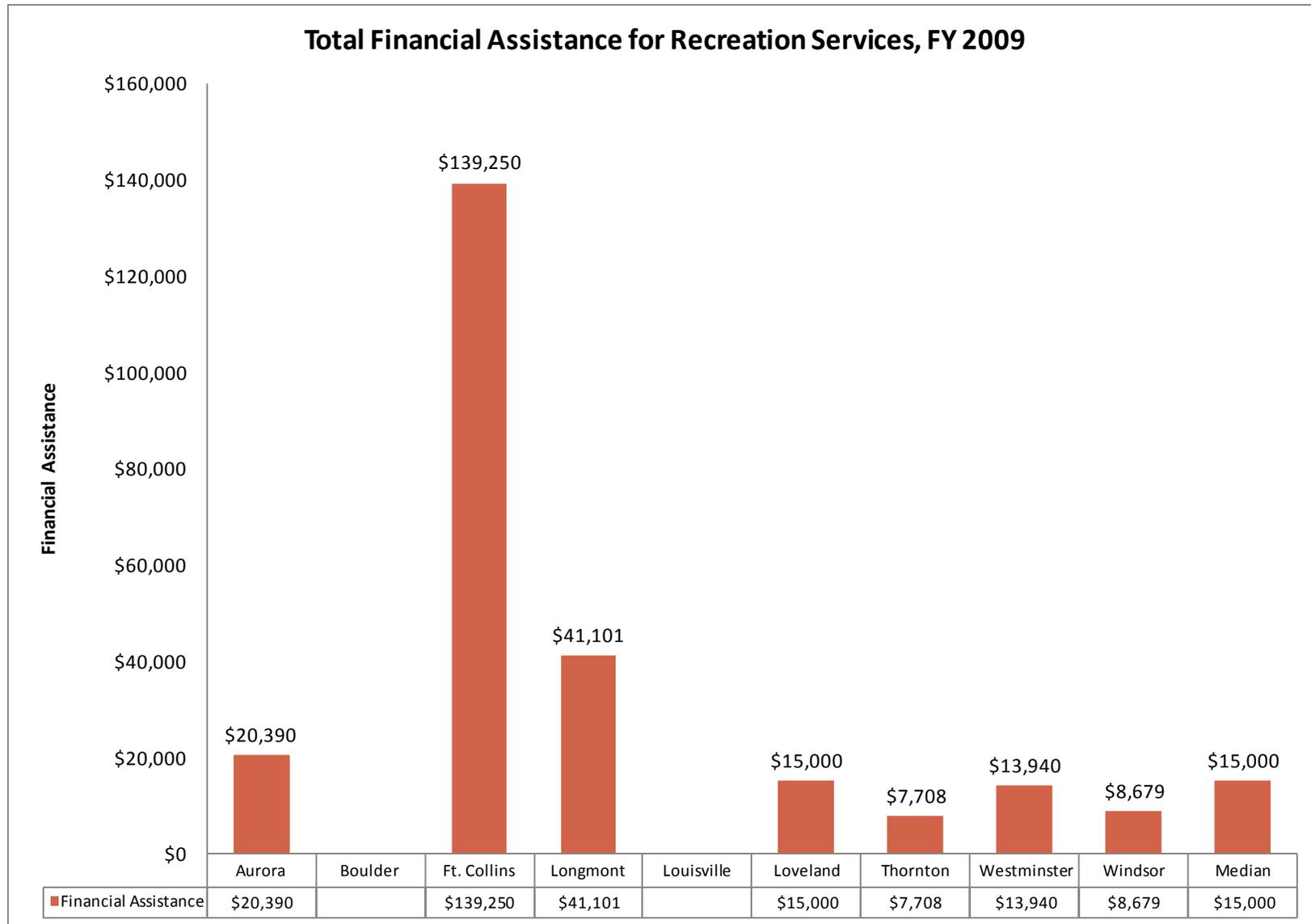
	Aurora	Boulder	Ft. Collins	Longmont	Louisville	Loveland	Thornton	Westminster	Windsor	Median
■ Cultural Facilities			\$1,887,000		\$2,125		\$0	\$0	\$10,928	\$2,125
■ Other Sources	\$1,199,075		\$408,321	\$0	\$35,753	\$86,857	\$324,649	\$564,079	\$731	\$205,753
■ User Fees	\$3,983,178		\$4,507,716	\$3,399,107	\$1,544,511	\$2,291,559	\$2,683,995	\$3,545,439	\$745,463	\$3,041,551



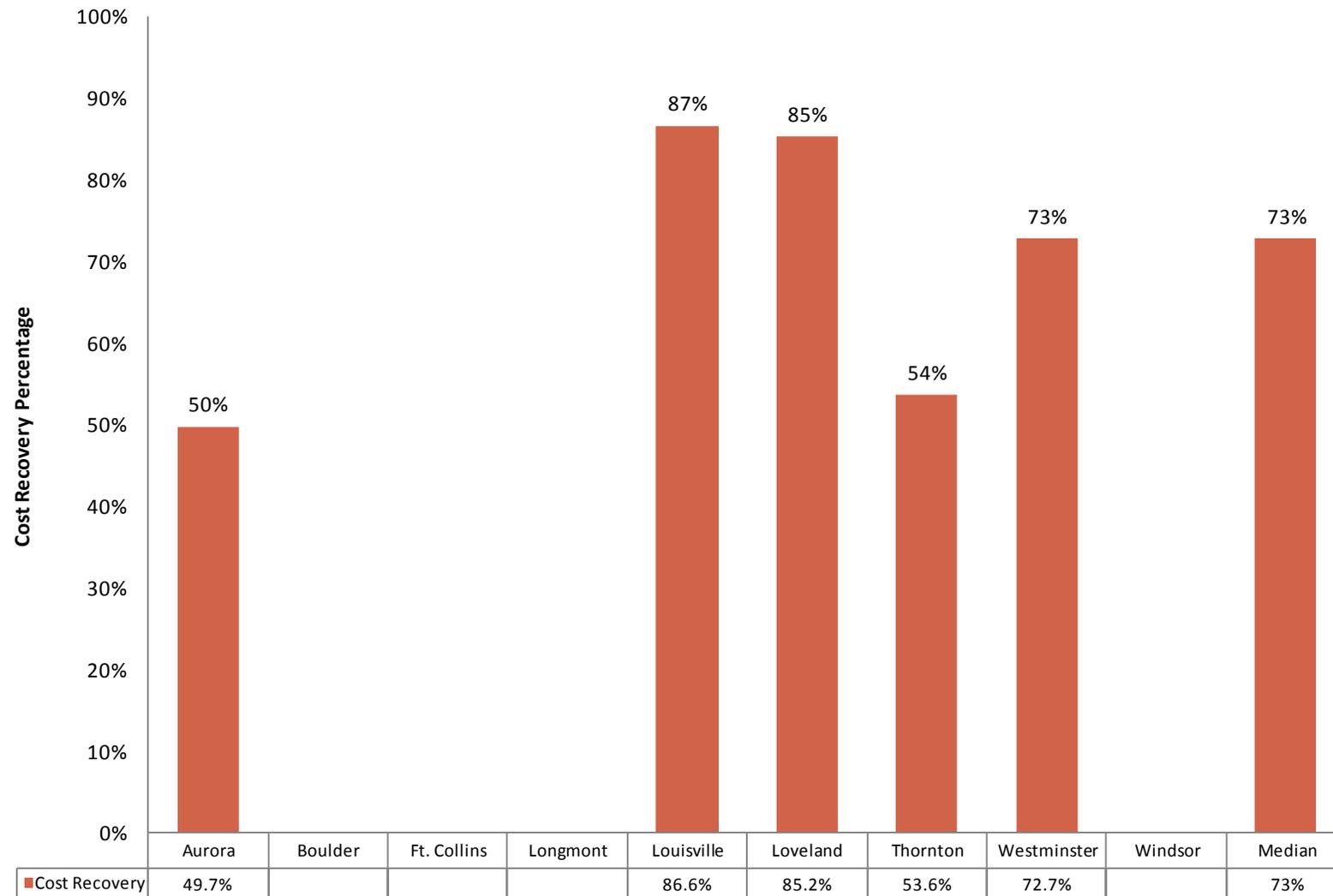




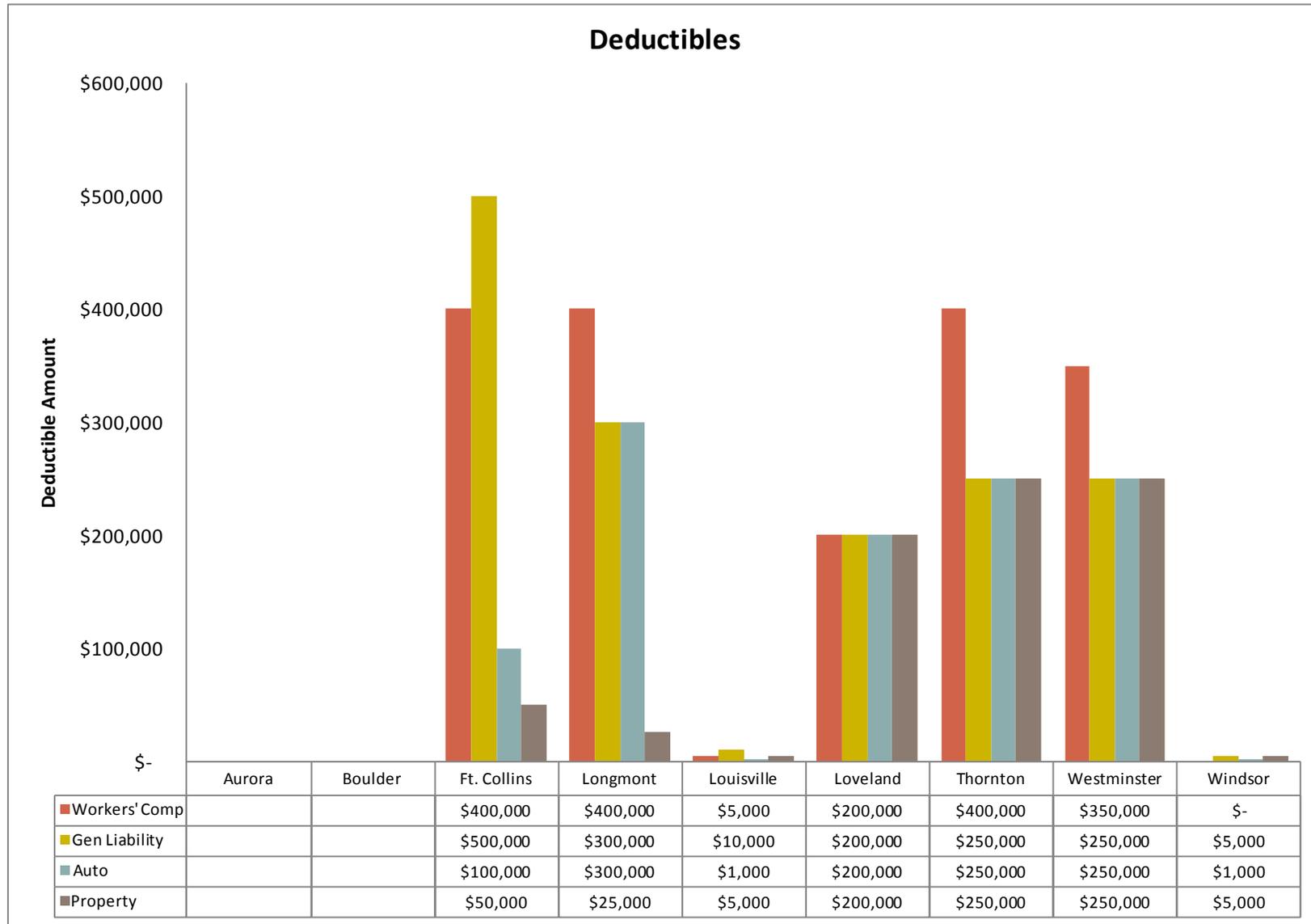


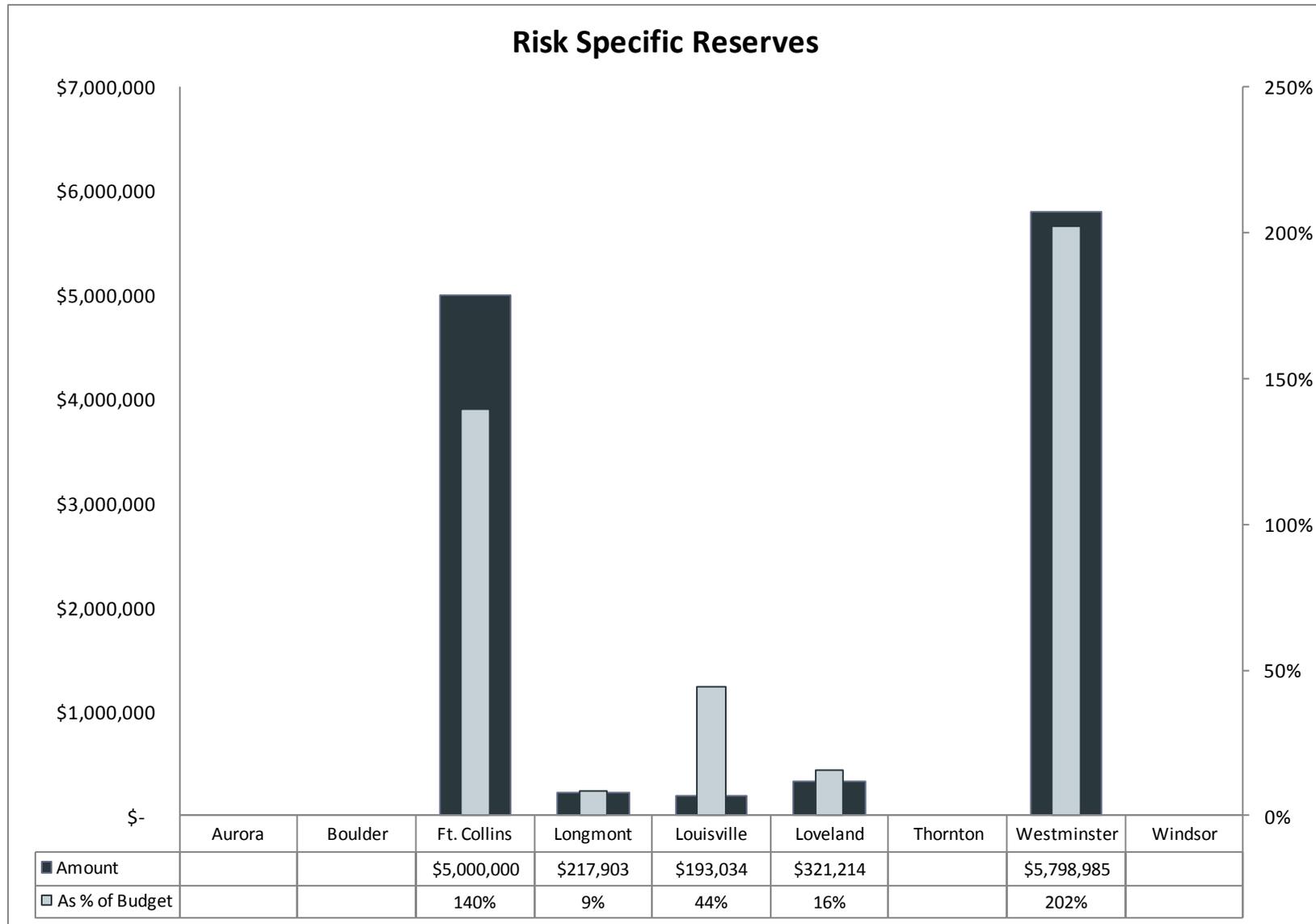


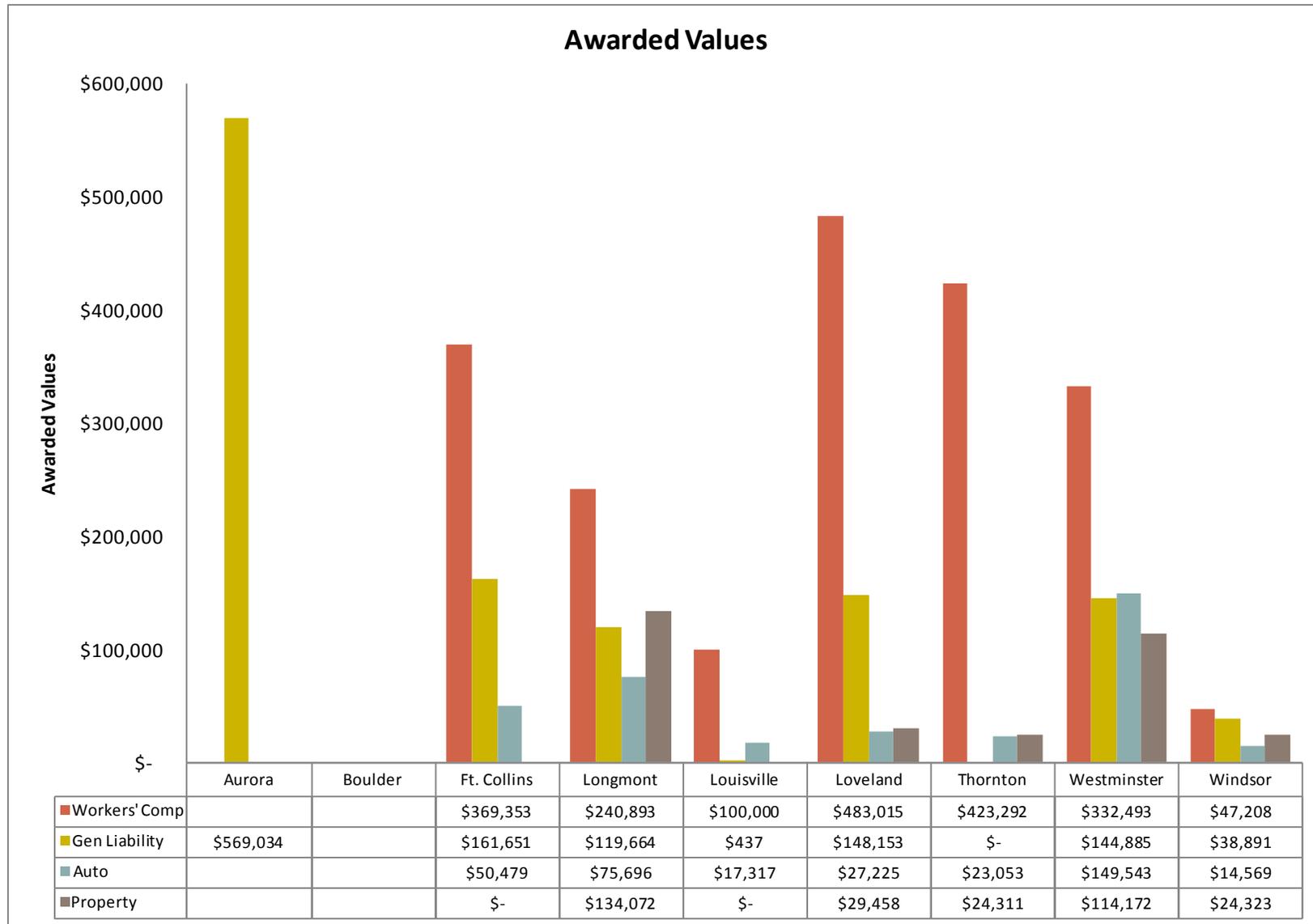
Cost Recovery for Recreation Services (exc. Cultural Facilities), FY 2009



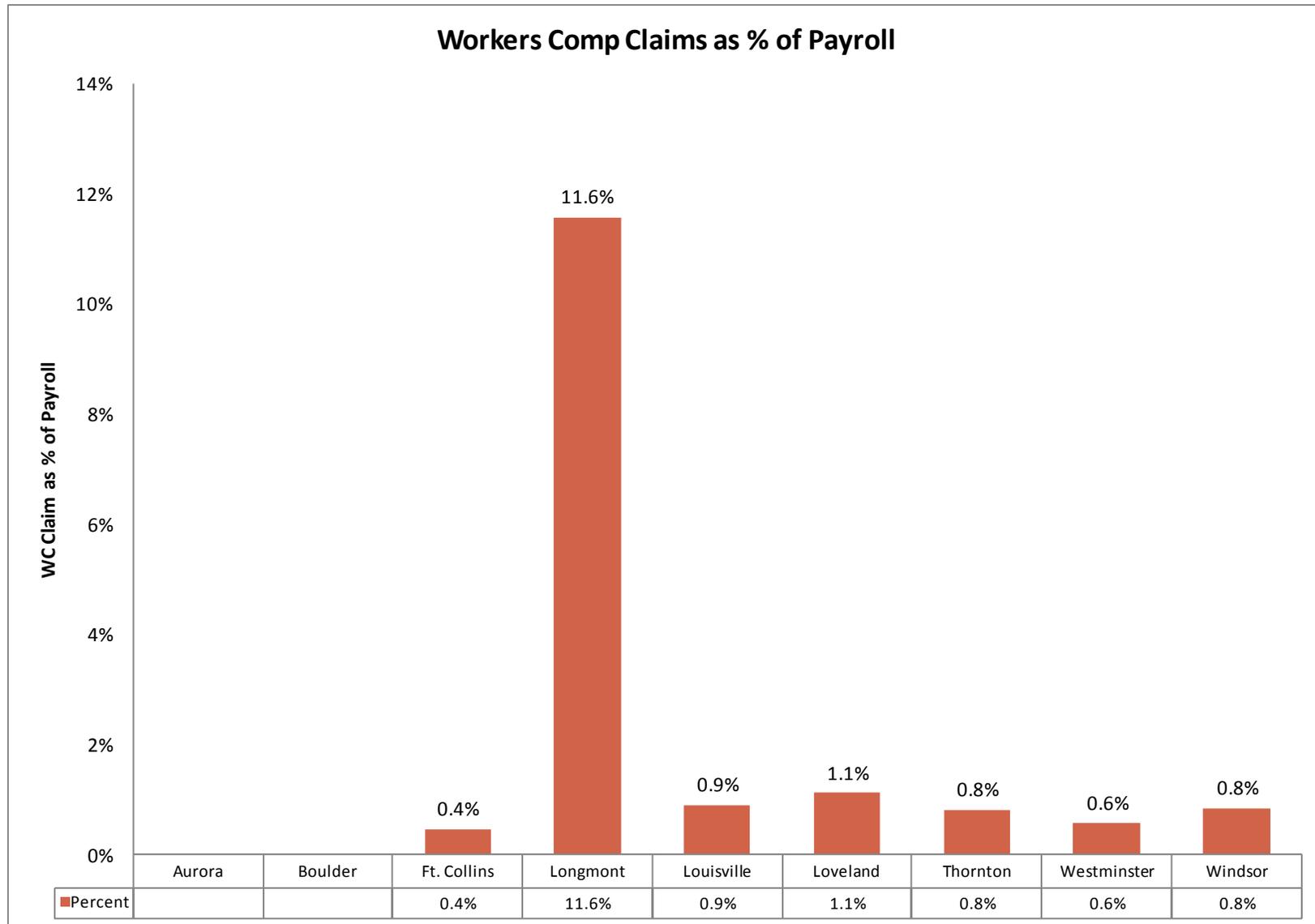
Risk Management



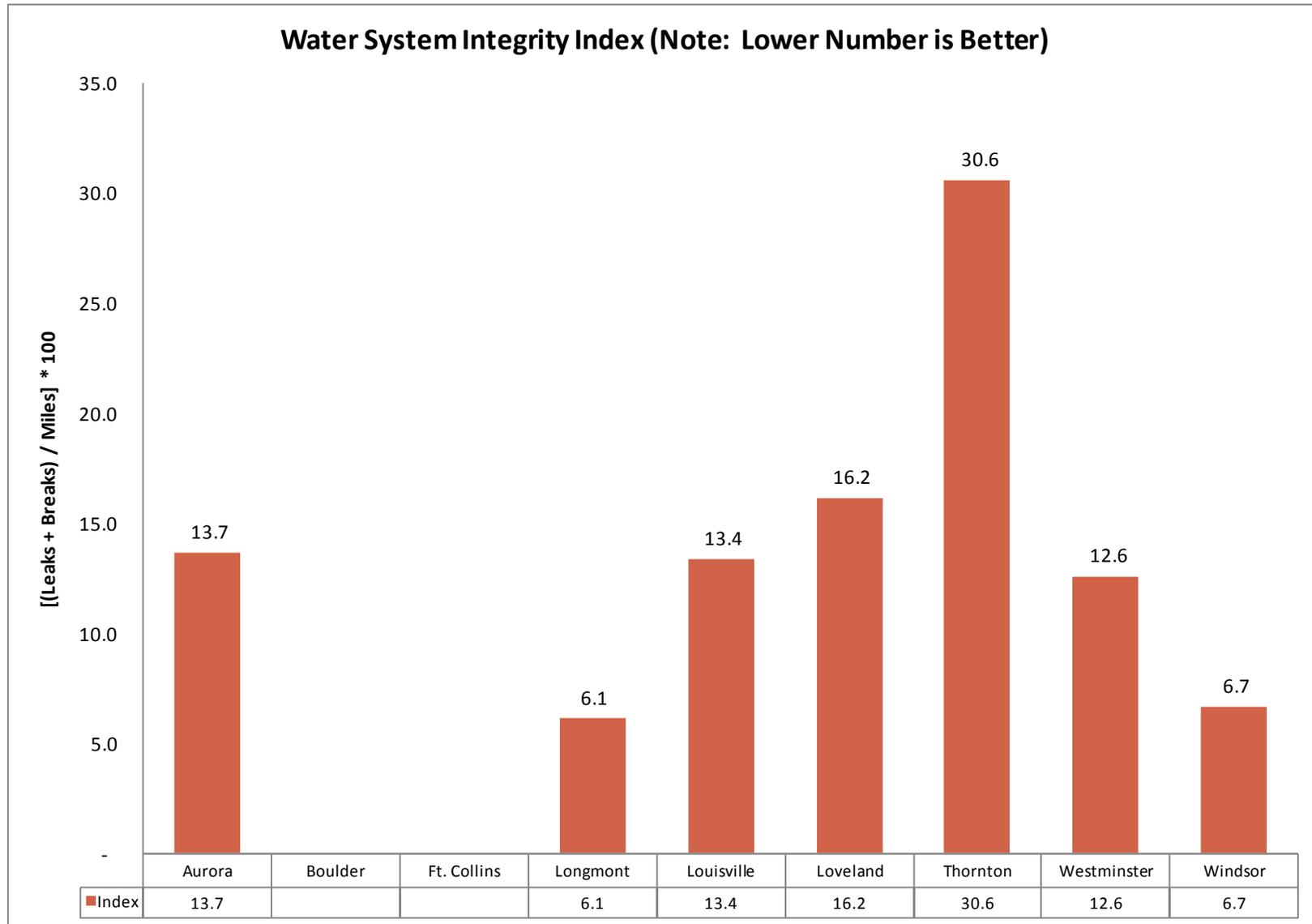


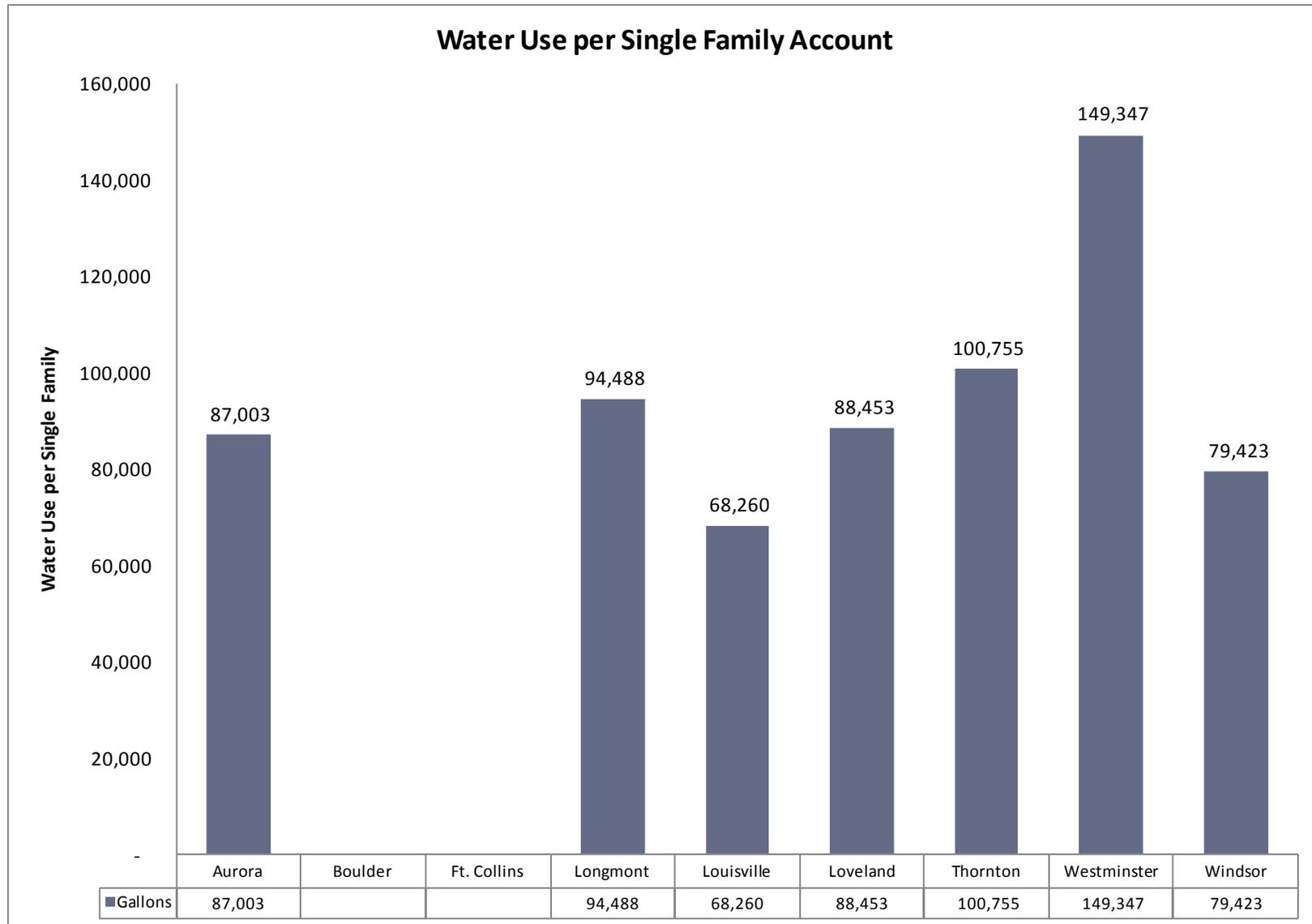




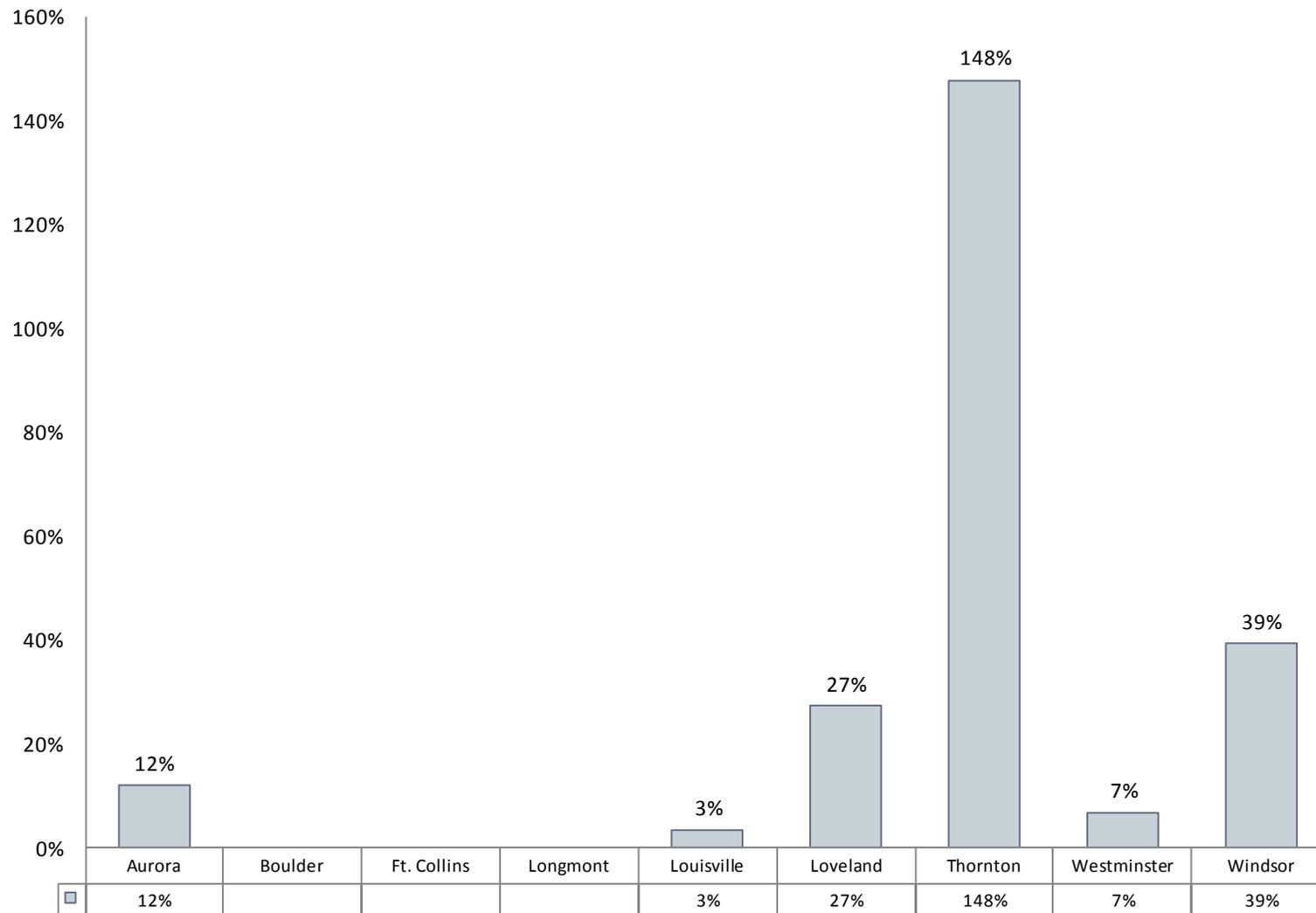


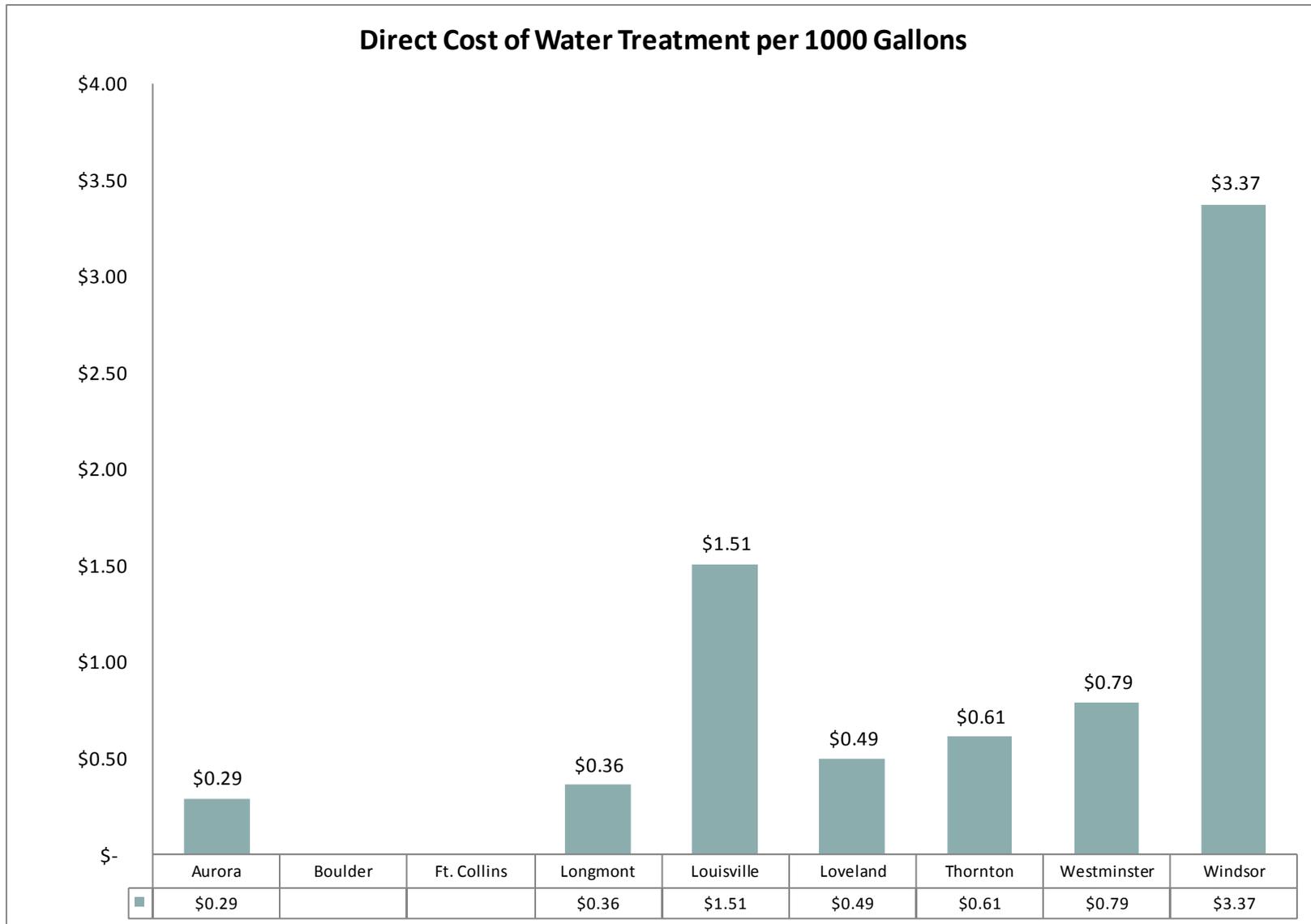
Water and Wastewater

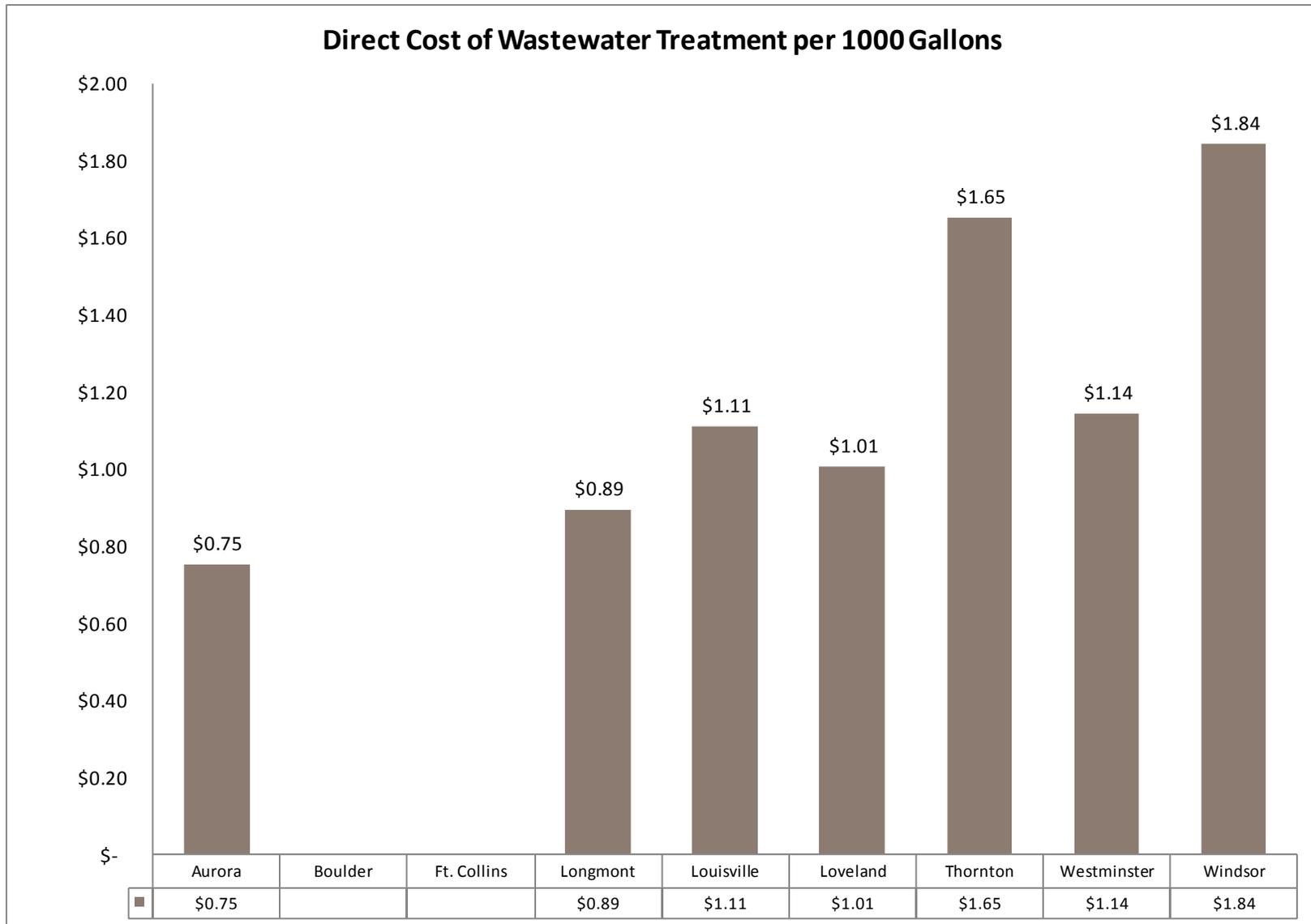


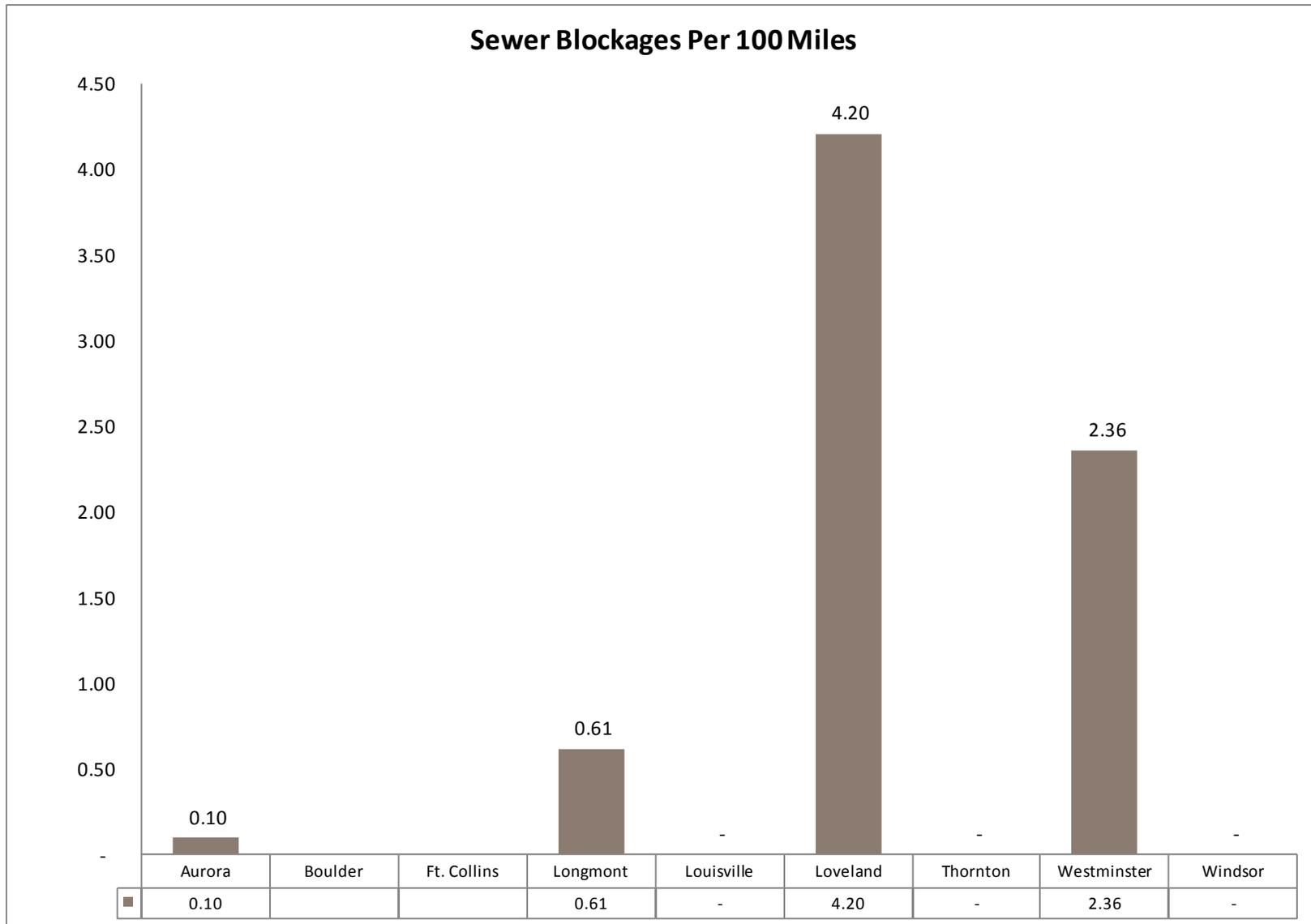


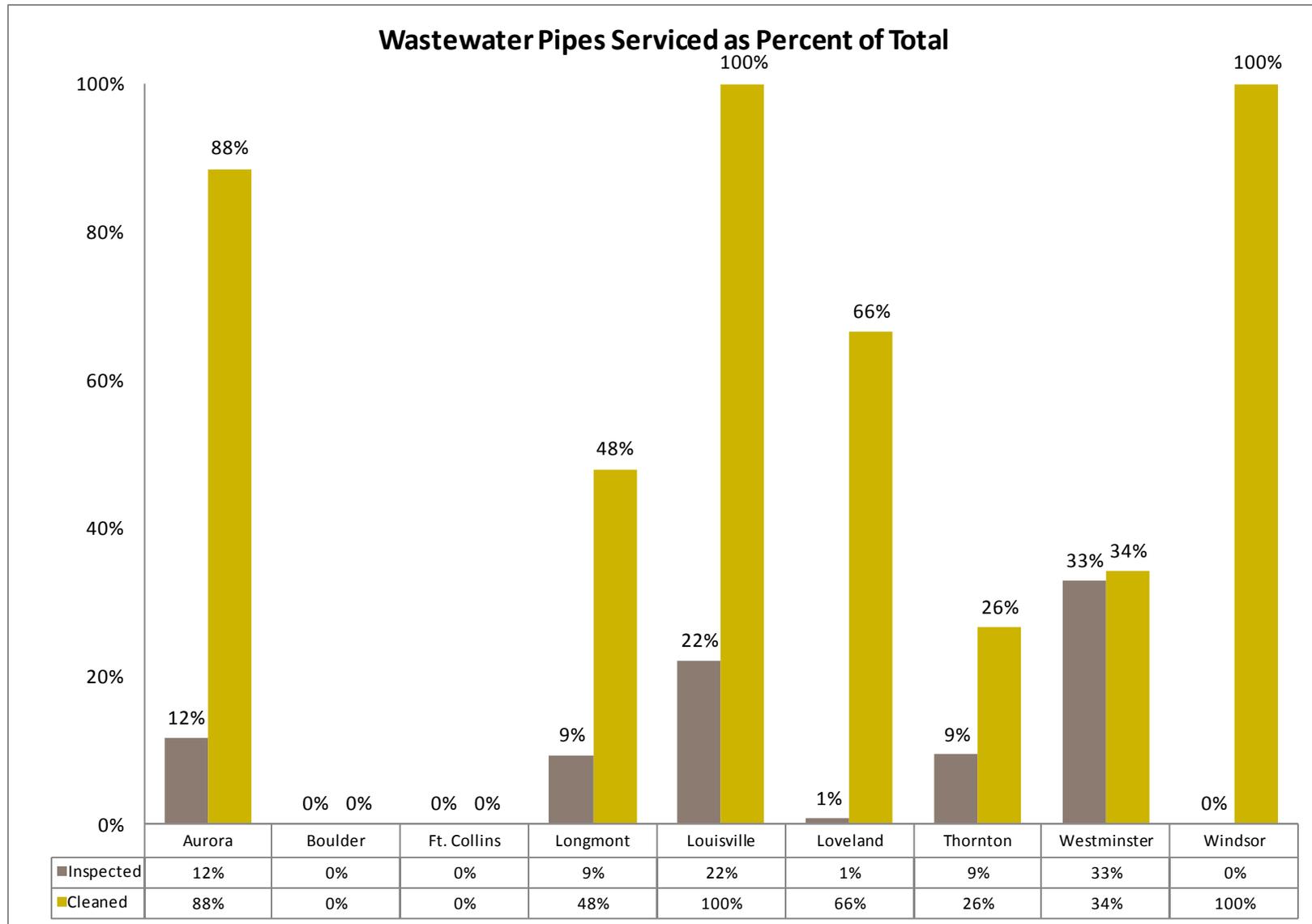
Delinquent Water Accounts as Percent of All Water Accounts











FY 2010 Data Collection

Data collection for FY 2010 performance information will begin in January 2011. The FY 2010 data collection templates are in development at the time of this writing, and they will be updated to reflect the changes discussed during the service area meetings held in the summer of 2010. No major changes are expected; all changes will be noted conspicuously on the templates.

Consortium participants must submit their FY 2010 data by March 14, 2011, at the latest. Data collection will be accomplished through the private CPM web site as in the past. Primary Coordinators will be notified when the FY 2010 templates are posted on the web site.

As noted elsewhere in this document, the consortium is a participant-driven enterprise. Any participants of the consortium who have suggestions for improving the data collection, reporting or analysis are welcome to contact Don Gloor at 202.536.4418 or dgloor@icma.org.

FY 2010 Milestones and Dates

CPM posts FY 2010 Colorado templates.....	January 31, 2011
Jurisdictions enter FY 2010 data	February 1 – March 14, 2011
Primary Coordinators submit data to CPM	by March 14, 2011
CPM cleans FY 2010 data.....	March 14 – April 15, 2011
CPM posts cleaned FY 2010 data to web site	April 22, 2011
CPM publishes FY 2010 data report.....	June 30, 2011

Revision History

- February 16, 2011: Revised the Police charts to include data submitted on January 19, 2011 by the City of Louisville, CO.

Actions Approved by City Council on March 2, 2010 to Reduce the Gap Between Revenues and Expenditures

Item	Dept	Action	Pros	Cons	Possible Annual Savings	Cumulative Savings
1	PD	Do not fill 2nd L3-1 police officer position in Police Department	Budget savings.	School Resource Officers will be reduced from three to two. Anticipated FMLA and Military Leave will leave the Department at times hard pressed to provide full coverage.	\$ 65,000	\$ 65,000
2	P&R	Do not fill Recreation Supervisor II position at Senior Center	Budget savings.	Service Reduction. Will require dropping some services and shifting others to other staff members or back filling some duties with part-time employees.	\$ 65,000	\$ 130,000
3	PW	Reduce janitorial services by eliminating funding for special or one time activities that are not part of the routine, daily & weekly cleaning.	Budget savings	This means we will not be left with much flexibility on special cleaning activities. It will also reduce the overall building maintenance budget contingency used for things like a spike in energy costs, unusual repairs like a flooded basement or leaking roof.	\$ 35,000	\$ 165,000
4	LEG	Eliminate City funding for the following special events: 1. 4th of July \$23,000 (this does not include about \$10,000 lost revenue at Golf Course); 2. Street Faire (\$5,000 grant to DBA); 3. Festival of Lights (\$1,000 grant to CofC) 4. Reduce funding for the Fall Festival by \$1,000< from \$13,500 to \$12,500) to honor the 75 year tradition of this event. We hope private sector sponsors can keep all of these community events going without the City's financial assistance.	Budget savings.	Loss of an important element of the quality of life in Louisville. Lose stronger connection with the community and those who value these events.	\$ 30,000	\$ 195,000
5	P&R	Execute a lease agreement with Clearwire to install a wireless communications tower at the Recreation Center to generate \$25,000 in revenue for 2010 and \$18,000 in subsequent years.	Revenue Source that was not anticipated when the 2010 budget was adopted.	None.	\$ 25,000	\$ 220,000
6	FIN & HR	Restructure operations to achieve target savings.	Focuses resources on the City's highest priorities.	<u>Service Reduction</u> . It often takes over a year for a new hire to become effective. Consequently, it is important to only eliminate positions that will not be refilled within a year or two. Otherwise the savings may be offset by the costs associated with transitioning an employee out and the subsequent costs of recruiting, hiring and the lower productivity of the new employee for a period of time.	\$ 20,000	\$ 240,000
7	ALL	Eliminate the HMO option for employee medical coverage and offer only High Deductible Health Plan/Health Savings Account coverage.	Budget savings. Eliminates the need to offer incentives for employees to choose the HDHP/HSA option. HDHP/HSA is the lowest cost coverage for the City to provide.	Reduces employee choice. May lead to some employee turnover that would increase recruitment and training costs. Can't implement until 2011 . May make recruiting more difficult. Is dependent on bid from Kaiser for 2011 coverage. May be more difficult for employee in lower pay grades to absorb.	\$ 15,000	\$ 255,000
8		Increase the insurance deductible for Equipment, General Liability and Law Enforcement because claims history suggests a higher deductible poses minimal risk. The three areas are: • Equipment – Deductible increased to \$5,000 • General Liability – Deductible increased to \$25,000 • Law Enforcement – Deductible increased to \$25,000	The higher deductibles result in a total annual savings of \$14,767 for 2010, and a possible savings of \$17,719 for 2011. Of that amount XX,XXX is in the General Fund.	This higher level of loss risk means it's even more important for all employees to be even more diligent protecting personal and city property and conducting safe work practices.	\$ 12,000	\$ 267,000
9	P&R	Reduce funding required for Special Transit services from \$30,000 to \$22,500. We hope that Special Transit, the Senior Foundation or seniors who are able to pay for this service will contribute to cover this cut and maintain service at the current level.	Budget savings.	Could lead to isolation for those seniors who are unable to arrange alternative transportation or unwilling to spend their own money to get to the Senior Center.	\$ 7,500	\$ 274,500

Actions Approved by City Council on March 2, 2010 to Reduce the Gap Between Revenues and Expenditures

Item	Dept	Action	Pros	Cons	Possible Annual Savings	Cumulative Savings
10	P&R	Reduce Senior Meal Site to 4/days per week every other week. We hope that the Senior Foundation or other entity can help make up the difference in funding so that the operation can continue 5 days each week.	Budget savings.	Staff proposed this action as part of the 2010 budget process. Senior's objected strenuously and that will undoubtedly occur again.	\$ 5,000	\$ 279,500
11	LIB	Contract with a collection agency to retrieve fines in excess of \$25 dollars for lost library materials or for those that are not returned. The library has 207 accounts that have fines and fees in excess of \$25. Boulder Public Library and Pikes Peak Library District use this approach. Based on their experience and our outstanding accounts totaling about \$14,000, it appears reasonable to assume that we could annually recover about \$5,000 annually.	Keep more materials in circulation, reduce costs for maintaining materials and recover more fines.	Additional oversight for administering the contract. Potential public relations issues.	\$ 5,000	\$ 284,500
12	ALL	Eliminate college tuition reimbursement temporarily	Budget savings	We have already committed to reimburse 5 employees for the first half of 2010. Eliminating tuition reimbursement will reduce our ability to retain and attract good employees.	\$ 5,000	\$ 289,500
13	CM	Reduce <i>Community Update</i> newsletter mailings from 4 to 3 times per year.	Budget savings	The printed newsletter is currently the way most residents stay informed about City issues, programs and services. If we just let people opt out if they want the newsletter electronically, it would not reduce costs because we would still have to pay the same	\$ 5,000	\$ 294,500
14	P&R	Further reductions in annual flower planting in parks, entry beds and at facilities.	Budget savings. In the past the City contracted out about \$4,000 for flowers/beautification. We can eliminate that contract work and markedly scale back on the amount of plant material purchased.	The City receives many complements about the annual beds including some from businesses whose owners say the appearance of the City is important to their success in attracting patrons.	\$ 4,000	\$ 298,500
15	P&R	Further reductions in portable restrooms. We have already cut back on portable restrooms during winter months. We can also eliminate portable restrooms at Annette Brand, Pirates, Harper Lake, Memory Square and Centennial tennis courts. Portable restrooms will still be available at the skate park and at City sports fields and special events.	Budget savings	Public expectation is to provide a restroom facility at permitted sites. Groups may cancel shelter reservations if restroom facilities are not available, further reducing revenue. We could consider a surcharge for groups wanting portable restrooms and add it to the shelter rental fee.	\$ 3,000	\$ 301,500
16	LEG	Eliminate City-sponsored scholarships	Budget savings.	Loss of connection with local schools and encouragement for students.	\$ 2,000	\$ 303,500
17	LIB	Charge for holds that are not picked up (NPU)	Approximately 8,400 items that were placed on hold in 2009 were not picked up. Staff spends about 260 hrs. per year pulling and processing these items, at a cost of @ \$3,120. The number of NPUs should drop sharply if we began charging for them. As a direct revenue source, a \$.50 charge for one third of the 2009 total would yield \$1,400.	Library users who are charged will not be happy. Will require an additional step for Circ staff to add the charges to patron records.	\$ 1,000	\$ 304,500

SUBJECT: UPDATE – EXPIRATION OF COMCAST CABLE FRANCHISE

DATE: JANUARY 15, 2012

**PRESENTED BY: MEREDYTH MUTH & HEATHER BALSER,
CITY MANAGER’S OFFICE**

SUMMARY:

The City and Comcast Cable are currently working under a seven-year Franchise Agreement signed in 2006 and set to expire on April 11, 2013. Staff has been waiting for Denver and Aurora to complete their new franchises prior to beginning negotiations with Comcast for our new agreement. Denver and Aurora are the two largest franchisees in the State. The franchises that they negotiate will lay the ground work on which we can base our new agreement. Basically, whatever Denver and Aurora are able to get in their Franchise will then be on the table for discussion for our franchise. While we may not want all of the items that the larger cities get, we will have a much better chance of getting what we want if Comcast has already agreed to those provisions with Denver and Aurora.

Both Denver and Aurora’s franchises were set to expire at the end of 2012. Currently Denver has extended theirs to the end of June 2013 and Aurora to the end of December 2013. Denver and Aurora specifically timed their franchises to expire concurrently so that they could negotiate together and have the best position representing a very large number of Comcast subscribers. Many other metro area municipalities are in the same position as Louisville by specifically timing franchises to expire after Denver’s so we could use their new franchise as a model. This is similar to our Xcel franchise which is based on Denver’s and in which we received very favorable conditions only because Denver had already negotiated them.

Staff is privy to some of the items that are sticking points in the current negotiations with Denver and Aurora but cannot discuss them as they are part of negotiating strategies for the two cities. That said, staff does know that there are issues under discussion about which we agree with Denver and Aurora and hope they reach a conclusion soon.

Louisville could do our own franchise and not wait for the larger cities to come to an agreement with Comcast. However, as noted above we likely would not get as good a deal as Denver and Aurora, we would have to start from scratch with Comcast and would likely pay significantly more in legal fees to do so, and we do not want to undermine the negotiations of Denver and Aurora.

To that end, staff will bring forward for Council consideration an ordinance for first reading at the February 5 City Council meeting that will extend the existing franchise for one year to April 11, 2014. If there is passage of first and second reading in February,

and following the 30-day waiting period, the extension would be in effect before the April 11 expiration date.

Once we have a franchise template we will begin our negotiations with Comcast. The intent of the franchise as whole is to “meet the cable related needs of the community now and in the future.” To that end, and to help inform our negotiations, we plan public outreach to hear from our residents regarding any concerns they have about their Comcast cable service and what issues or services they may be looking for in the future. For the last franchise the City completed a full needs assessment including a mail survey to residents, a web-based survey, nine focus group meetings, a broader public meeting, and general comments from the public. Staff is still determining the exact public outreach that will be used this year.

When staff is ready to begin negotiations with Comcast we will ask the Council to appoint one member to work with staff in the negotiations.

One item to keep in mind is that Federal law allows municipalities very limited control and regulation through the franchise process. We cannot regulate prices, tiers, what channels are carried, or access to high definition channels, and we have limited control over customer service. Additionally, it is important to remember that this franchise relates to cable service only and does not pertain to the phone and broadband products that Comcast provides and frequently bundles with their cable service.

FISCAL IMPACT:

To extend the franchise one year will not cost the City anything. Extending the existing franchise keeps all of the current provisions in place including payments of the franchise fees and Public, Educational, and Governmental Channel (PEG) fees. For 2012, staff estimates the City will receive approximately \$228,000 in franchise fees and approximately \$26,000 in PEG fees.

Once we start franchise negotiations, the City has budgeted \$25,000 for the services of legal counsel to help represent us in the negotiations.

RECOMMENDATION:

Discussion

ATTACHMENT(S):

1. Draft ordinance for one-year extension of Comcast Franchise
2. Current Franchise

ORDINANCE NO. _____
SERIES 2013

AN ORDINANCE EXTENDING THE TERMS OF A NONEXCLUSIVE FRANCHISE GRANTED BY THE CITY OF LOUISVILLE, COLORADO TO COMCAST OF COLORADO I, LLC, AND ITS LAWFUL SUCCESSORS, TRANSFEREES AND ASSIGNS, FOR THE RIGHT TO MAKE REASONABLE AND LAWFUL USE OF RIGHTS-OF-WAY WITHIN THE CITY TO CONSTRUCT, OPERATE, MAINTAIN, RECONSTRUCT, REPAIR AND UPGRADE A CABLE SYSTEM FOR THE PURPOSE OF PROVIDING CABLE SERVICES TO CITIZENS WITHIN THE CITY.

WHEREAS, Comcast of Colorado I, LLC (“Comcast”) currently holds a cable franchise (“Franchise”) with the City of Louisville (“City”), granted by Ordinance No. 1488, Series 2006; and

WHEREAS, Comcast’s Franchise with the City is scheduled to expire by its own terms on April 11, 2013, and an extension thereof has been requested; and

WHEREAS, Comcast and the City intend to enter into negotiations concerning renewal of the existing Franchise; and

WHEREAS, Comcast and the City anticipate that additional time will be needed to complete negotiations and for the City to consider a proposed franchise renewal, which the parties believe will take no more than twelve (12) months; and

WHEREAS, the City Council finds it is in the best interests of the citizens of the City to extend the term of the Franchise prior to its expiration to allow sufficient time for negotiations regarding a proposed franchise renewal and consideration thereof by the City; and

WHEREAS, Comcast has agreed to the extension of the Franchise as set forth herein;

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

Section 1. The term of the Franchise between Comcast and the City is hereby extended from its expiration date of April 11, 2013, for a period of twelve (12) months, to expire on April 11, 2014. The Franchise shall remain in effect, pursuant to the terms and conditions contained therein, until April 11, 2014, or until a new agreement is entered into between the parties, or until the Franchise is terminated pursuant to its terms, whichever shall first occur.

Section 2. Nothing herein shall be construed to prohibit amendment of the Franchise at any time during its extended term in the manner provided by law, or to prohibit any other arrangements that may be agreed upon or enacted during the extended term of the Franchise to address matters related to the Franchise.

Section 3. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 4. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 5. The repeal or modification of any provision of the Municipal Code of the City of Louisville or of any ordinance of the City of Louisville by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this _____ day of _____, 2013.

Robert P. Muckle, Mayor

ATTEST:

Nancy Varra, City Clerk

APPROVED AS TO FORM:

Light, Kelly & Dawes, P.C.
City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2013.

Robert P. Muckle, Mayor

ATTEST:

Nancy Varra, City Clerk

ORIGINAL

FRANCHISE AGREEMENT
BETWEEN
THE CITY OF LOUISVILLE, COLORADO
&
COMCAST OF COLORADO I, LLC

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THIS FRANCHISE is made and entered into this ____ day of _____ 2006, by and between Comcast of Colorado I, LLC (hereinafter referred to, together with any lawful successor, transferee, or assignee, as the "Grantee") and the City of Louisville, Colorado (the "City").

SECTION 1. DEFINITIONS

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

1.1 "Access" includes Educational Access, Governmental Access and Public Access, collectively, and means the availability for noncommercial use by various governmental and educational agencies, institutions, organizations, groups and individuals in the community, including the City and its designees, of particular channels on the Cable System to receive and distribute video programming, as permitted under applicable law, including, but not limited to:

(A) "Educational Access" means Access where Schools are the primary users having editorial control over programming and services.

(B) "Governmental Access" means Access where governmental institutions or their designees are the primary users having editorial control over programming and services; and

(C) "Public Access" means Access where the public is the primary user.

1.2 "Access Channel" means any Channel or portion thereof, designated for Access purposes or otherwise made available to facilitate or transmit Access programming.

1.3 "Access Capital Contribution" means the capital contribution paid to the City by the Grantee in accordance with Section 9.

1.4 "Activation" or "Activated" means the status of any capacity on or part of the Cable System wherein the use of that capacity or part thereof may be made available without further installation of system equipment other than Subscriber premise equipment, whether hardware or software.

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

1.6 "Bad Debt" means amounts lawfully owed by a Subscriber and accrued as revenues on the books of the Grantee but not collected after reasonable efforts by the Grantee.

1.7 "Basic Cable Service" means the lowest service Tier that includes the retransmission of local television broadcast signals and Access Channels.

1.8 "Cable Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, and any amendments thereto.

1.9 "Cable Operator" means any Person or group of Persons, including the Grantee, who provides Cable Service over the Cable System and directly or through one or more Affiliates owns a significant interest in such Cable System or who otherwise controls or are responsible for, through any arrangement, any of the management and/or operation of the 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 the Grantee's 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 shall 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 public 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 Communications Act of 1934 (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; or (D) An open video system that complies with Section 653 of the Cable Act.

When used herein, the term "Cable System" shall mean Grantee's Cable System in the Franchise Area.

1.12 "Channel" means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering Video Programming Service or combination of Video Programming Services, whether by analog or digital signal, on a twenty-four (24) hour per day basis or a portion thereof.

1.13 "City" means the City of Louisville, Colorado, a Colorado home rule municipal corporation.

1.14 "Designated Access Provider" means the entity or entities designated by the City to manage or co-manage any Access Channels and facilities. The City may be a Designated Access Provider.

1.15 "Franchise" means this non-exclusive right and authority to construct, maintain, and operate a Cable System through use of the public Rights of Way in the Franchise Area, and is a binding contractual agreement executed by the City and the Grantee.

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

1.17 "Franchise Fee" means consideration paid by the Grantee pursuant to Section 3.1. The term Franchise Fee does not include:

(A) Any tax, fee or assessment of general applicability;

(B) Capital costs which are required by the Franchise to be incurred by the Grantee for Public, Educational or Governmental Access facilities and equipment, including the support required in Section 9;

(C) Requirements or charges incidental to the awarding or enforcing of the Franchise, including but not limited to, payments for bonds, letters of credit, insurance, indemnification, penalties or liquidated damages; or

(D) Any fee imposed under Title 17, United States Code.

1.18 "Grantee" means Comcast of Colorado I, LLC.

1.19 "Greater Metro Telecommunications Consortium" or "GMTC" means a Colorado agency, formed by intergovernmental agreement between franchising authorities in the greater Denver metropolitan area to communicate with regard to franchising matters collectively and cooperatively. The official list of Members of the GMTC is contained in Exhibit A, which Exhibit the City may update from time to time at its sole discretion as additional franchising authorities join, or separate from, the GMTC.

1.20 "Gross Revenues" means all revenues derived directly or indirectly by the Grantee or an Affiliated Entity from the operation of the Cable System used to provide Cable Services within the Franchise Area. By way of example, and not by limitation, to the extent derived from the operation of the Cable System to provide Cable Service in the Franchise Area, Gross Revenues include monthly fees collected from Subscribers for any basic, optional, premium, per-channel, per-program service, or Video Programming Service, installation, disconnection, reconnection, and change-in-service fees; revenues from rentals or sales of converters or other equipment; fees from third party unaffiliated programmers for leased access programming; advertising revenues after deducting agency commissions; late fees and administrative fees; revenues from the sale or carriage of other Cable Services; and revenues from home shopping channels. Gross Revenues shall include revenue received by the Grantee or any entity other than the Grantee where necessary to prevent evasion or avoidance of the obligation under this Franchise to pay the Franchise Fees. Gross Revenues shall not include (i) to the extent consistent with Generally Accepted Accounting Principles, Bad Debt, provided, however, that all or part of any such Bad

Debt that is written off but subsequently collected shall be included in Gross Revenues in the period collected; or (ii) any Access Capital Contributions as defined by this Franchise; or (iii) any taxes on equipment or services furnished by the Grantee which are imposed directly on any Subscriber by the State, City or other governmental unit and which are collected by the Grantee on behalf of said governmental unit. The Franchise Fee is not such a tax.

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

1.22 "Incremental Costs" means the direct and actual material and labor cost (including overhead) of constructing, relocating or placing additional ducts, conduit or related structures by the Grantee for the City excluding the costs of design, trenching, boring, pipe bedding, backfilling, compacting, restoring the surface, installation and other charges, costs or expenses that the Grantee would otherwise incur to construct, relocate or place ducts, conduit or related structures for the Grantee.

1.23 "Institutional Network" or "I-Net" means that part of the Cable System facilities or capacity designed for non-commercial voice, video and data communications to, from and among government agencies, schools and libraries within the Franchise Area.

1.24 "Interconnect" or "Interconnection" means the actual physical linking of the Cable System's Access Channels with the Access Channels of another geographically contiguous cable system, including technical, engineering, and physical components to accomplish, complete and adequately maintain such linking, in a manner that permits the transmission and receiving of Access programming between the Cable System and other cable systems.

1.25 "Leased Access Channel" means any Channel or portion of a Channel commercially available for programming in accordance with Section 612 of the Cable Act.

1.26 "Non-Commercial" means, in the context of Access Channels, that particular products and services are not promoted or sold in order to generate profit for the City or any Designated Access Provider. This term shall not be interpreted to prohibit an Access Channel operator or programmer from soliciting and receiving financial support to produce and transmit Video Programming on an Access Channel, or from promoting a contributors business or entity, so long as the revenue received does not exceed the costs of Access Channel operations. In the context of an Institutional Network, Non-Commercial shall mean private network communications from and among government agencies, schools, libraries and other public agencies and excludes any other actions, such as the leasing or reselling Institutional Network capacity to a third party for any purpose whatsoever.

1.27 "Normal Business Hours" means those hours during which most businesses in the community are open to serve customers, and in any event no less than forty (40) hours per week. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some hours on Saturday.

1.28 "Normal Operating Conditions" means those service conditions that are within the control of the Grantee. Those conditions that are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, labor stoppages or slowdowns, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions that are ordinarily within the control of the Grantee include, but are not limited to, maintenance or upgrade of the Cable System.

1.29 "Person" means any natural person, sole proprietorship, partnership, joint venture, association, or limited liability entity or corporation, or any other form of entity or organization.

1.30 "Residential Subscriber" means any Person who lawfully receives Cable Service provided by the Grantee by means of the Cable System, excluding Subscribers in multiple dwelling units that are billed on a bulk basis.

1.30 "Right-of-Way" means land acquired or dedicated to the public, and maintained under public authority or by others, including but not limited to public streets or roads, highways, avenues, lanes, alleys, bridges, sidewalks, easements and similar public property located within the Franchise Area. Right of Way does not include public parks and pedestrian trails.

1.31 "School" means any State accredited K-12 public or private educational institution in the City, and excluding home schools and residential facilities.

1.32 "Standard Installation" means a connection extending no more than 125 feet from the Subscriber's termination panel to the point on the Cable System from which Cable Service can be provided to the Subscriber.

1.32 "Street" means Right-of-Way.

1.33 "Subscriber" or "Customer" means any Person(s) who lawfully elects to receive Cable Services provided by the Grantee by means of the Cable System.

1.34 "Tier" means a category of Cable Services provided by the Grantee for which a separate rate is charged.

1.35 "Video Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2. GRANT OF FRANCHISE

2.1 Grant

(A) The City hereby grants to the Grantee a nonexclusive authorization to make reasonable and lawful use of the Rights-of-Way within the Franchise Area to construct, operate, maintain, reconstruct, repair and upgrade a Cable System for the purpose of providing Cable Services. Such grant is subject to the terms and conditions set forth in this Franchise. This Franchise shall constitute an obligation to fulfill the requirements of this Franchise. The City may not unilaterally alter the material provisions of this Franchise, except by exercise of the City's lawful police powers, acting through ordinance or resolution and with written notice to Grantee prior to taking such action.

(B) The Grantee is granted the right to operate its Cable System using the City's Rights-of-Way in compliance with all lawfully enacted applicable City codes, ordinances, standards, procedures and regulations.

(C) This Franchise shall not be interpreted to prevent the City from imposing other conditions, to the extent permitted by law, should the Grantee provide service(s) other than Cable Service.

(D) No rights shall pass to the 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 of general applicability required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City.

(2) Any permit, agreement or authorization of general applicability required by the City 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 of general applicability for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise, including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

(E) Grantee understands that the Franchise granted herein is granted subject to prior franchise agreements and subject to all ownerships, easements and other interests of record applicable to the Right-of-Way. Grantee shall be solely responsible for coordinating its activities hereunder with the holders of such franchise agreements or of such ownerships, easements or other interests, subject to the City's control and direction of such coordination efforts. The City makes no representations or warranties with respect to its title to the Right-of-Way, and Grantee agrees the City shall have no liability whatsoever concerning such title.

(F) This Franchise is an express authorization to provide Cable Services. This Franchise does not prohibit or condition the lawful imposition of any conditions on the Grantee with respect to Grantee's delivery of non-cable services, telecommunications services or information services, whether similar, different or the same as the conditions specified herein. This Franchise does not relieve the Grantee of any obligation it may have to obtain from the City an authorization to provide non-cable services, telecommunications services or information services or relieve the Grantee of its obligation to comply with any such authorization(s) that may be lawfully required. However, this Franchise shall not be read as a concession by the Grantee that it needs authorization to provide non-cable services, telecommunications services or information services.

2.2 Duration

The term of this Franchise and all rights, privileges, obligations and restrictions pertaining thereto shall be seven (7) years from the effective date of this Franchise, unless terminated sooner as provided herein.

2.3 Effective Date

(A) This Franchise and the rights, privileges and authority granted hereunder shall take effect and be in force from and after the effective date of this Franchise. The Effective Date of this Franchise shall be April 11, 2006.

(B) The grant of this Franchise shall have no effect on the Grantee's duty under the prior franchise, in effect prior to the effective date of this Franchise, to indemnify or insure the City against acts and omissions occurring during the period that the prior franchise was in effect, nor shall it have any affect upon liability to pay all Franchise Fees which were due and owed under a prior franchise. The parties agree that the prior franchise shall be deemed extended and continue in full force and effect until April 11, 2006.

2.4 Franchise Nonexclusive

This Franchise shall be nonexclusive. The City may at any time grant authorization to use the Right-of-Way for any purpose not incompatible with the Grantee's authority under this Franchise and for such additional franchises for other cable systems as the City deems appropriate.

2.5 Grant of Other Franchises

In the event the City enters into a cable franchise with any other Person or entity other than the Grantee to use the City's streets or Right-of-way for the purpose of constructing or operating a cable system to provide Cable Service to all or any part of the Franchise Area in which the Grantee is providing Cable Service under the terms and conditions of this Franchise then the parties agree that the terms and conditions of the cable franchise, taken as a whole, should be reasonably comparable to those contained herein for comparable situations, in order

that one Cable Company not be granted an unfair competitive advantage over another. However, nothing in this provision shall be construed in such a way as to limit the City's authority to enter into other cable franchises that the City, in its sole discretion, determines meet the cable related needs and interests of the community, considering both the added risk of entry into the market and the benefits of incumbency and the historic investment in the Cable System made by the incumbent. The parties recognize and acknowledge that other cable franchises granted by the City might contain terms and conditions that are different than the terms and conditions the Grantee has negotiated and accepted in this Franchise. This Section shall apply to Open Video Systems to the extent the City has regulatory authority over such systems.

2.6 Familiarity with Franchise

The Grantee acknowledges and warrants by acceptance of the rights and privileges 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 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 to the best of its knowledge consistent with all local, State and federal laws and regulations currently in effect, including the Cable Act.

2.7 Effect of Acceptance

By accepting the Franchise, the Grantee: acknowledges and accepts the City's legal right to issue and enforce the Franchise; accepts and agrees to comply with each and every provision of this Franchise subject to applicable law; agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law.

2.8 Police Powers

Grantee's rights hereunder are subject to the police powers of City to adopt and enforce ordinances necessary to the safety, health and welfare of the public, and Grantee agrees to comply with all applicable laws, ordinances and regulations enacted pursuant to the police powers of City, or hereafter enacted in accordance therewith, by City or any other legally-constituted governmental unit having lawful jurisdiction over the subject matter hereof. Any conflict between the provisions of this Franchise and any other present or future lawful exercise of Grantor's police powers shall be resolved in favor of the latter. The Grantee reserves the right to challenge provisions of any ordinance, rule, regulation, resolution or other enactment of the City that conflicts with the rights granted by this Franchise, either now or in the future.

2.9 Franchise Area

Grantee shall provide Cable Service within the Franchise Area, subject to the terms and conditions of this Franchise.

SECTION 3. FRANCHISE FEE AND FINANCIAL CONTROLS

3.1 Franchise Fee

As compensation for the use of the City's Rights-of-Way, the Grantee shall pay as a Franchise Fee to the City, throughout the duration of this Franchise, an amount equal to five percent (5%) of Grantee's Gross Revenues. Accrual of such Franchise Fee shall commence as of the effective date of this Franchise. The Grantor recognizes that Grantee, at its sole discretion, may allocate revenue between Cable Services (which are subject to the Franchise Fee) and non-Cable Services (which are not subject to the Franchise Fee but may be subject to other fees and/or taxes) on bundled packages of services. No allocation shall violate this Franchise or have the effect of remitting an unfair or unlawfully disproportionate payment of Franchise Fees to Grantor.

In the event that the Grantor believes that Grantee's allocation methodology violates the preceding section, the Grantor and the Grantee shall meet upon advance notice from the Grantor to discuss and resolve the Grantor's concerns. If the Grantor and the Grantee cannot agree on the matter within a reasonable period of time, the Grantor and the Grantee shall submit the matter to a mutually agreeable third party for mediation. The cost of the mediation shall be shared equally between the Grantor and the Grantee. If the Grantor and the Grantee are unable to mutually agree on a mediator, then either the Grantor or the Grantee can bring the matter to a court of competent jurisdiction, or pursue any other remedies available to them in this Franchise or by law.

3.2 Payments

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

3.3 Acceptance of Payment

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

3.4 Quarterly Franchise Fee Reports

Each payment shall be accompanied by a written report to the City, verified by an authorized representative of the Grantee, containing an accurate statement in summarized form, of the Grantee's Gross Revenues and the computation of the payment amount. Such reports shall detail all Gross Revenues of the Cable System. Upon written request of the City, Grantee shall provide the detailed backup information upon which the summary report was based.

3.5 Audits

Upon thirty (30) days' prior written notice but not more than once per year, the City shall have the right to conduct an audit of the Grantee's records reasonably related to enforce compliance with this Franchise and to calculate any amounts determined to be payable under this Franchise. Provided the Grantee cooperates in making all relevant records available upon request, the City will in good faith attempt to complete each audit within six (6) months. The audit period shall not be any greater than the previous three (3) years. Any additional undisputed amounts due to the City as a result of the audit shall be paid within sixty (60) days following written notice to the Grantee by the City, which notice shall include a copy of the audit findings. If the audit shows that Franchise Fees have been a material underpayment by five percent (5%) or more in a calendar year, then the Grantee shall pay the cost of the audit up to a maximum of \$10,000.

3.6 Financial Records

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

3.7 Interest on Late Payments

In the event any payment due quarterly is not received within thirty (30) days from the end of the calendar quarter, Grantee shall pay interest on the amount due (at the prime rate as listed in the Wall Street Journal on the date the payment was due), compounded daily, calculated from the date the payment was originally due until the date the City receives the payment.

3.8 Additional Commitments Not Franchise Fees

No term or condition in this Franchise shall in any way modify or affect the Grantee's obligation to pay Franchise Fees. Although the total sum of Franchise Fee payments and additional commitments set forth elsewhere in this Franchise may total more than five percent (5%) of the Grantee's Gross Revenues in any twelve (12) month period, the Grantee agrees that the additional commitments including Access Capital Contribution, Access Channels and the I-Net are excluded from the definition of Franchise Fees herein and are not Franchise Fees. Such additional commitments will not be offset or credited against any Franchise Fee payments due to the City, nor do they represent an increase in Franchise Fees to be passed through to Subscribers pursuant to any federal law.

3.9 Payment on Termination

If this Franchise terminates for any reason, the Grantee shall file with the City within one hundred twenty (120) 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. Within forty-five (45) days of the filing of the certified statement with the City, the Grantee shall pay any unpaid amounts as indicated. If the Grantee fails to satisfy its remaining financial obligations as required in this Franchise, the City may do so by utilizing the funds available in any security provided by the Grantee.

SECTION 4. ADMINISTRATION AND REGULATION

4.1 General Provisions

The City shall be vested with the power and right to administer and enforce the requirements of this Franchise and the regulations and requirements of applicable law, including the Cable Act, or to delegate that power and right of administration, or any part thereof, to the extent permitted under federal, State and local law, to any agent, including but not limited to, the Greater Metro Telecommunications Consortium, in the sole discretion of the City. Provided however, that any final decision regarding franchise violations, damages, or revocation shall be made by the City Council pursuant to Section 15.

4.2 Rates and Charges

All Grantee rates and charges for Cable Services shall be subject to regulation by City to the full extent authorized by applicable federal, State and local laws.

4.3 No Rate Discrimination

Grantee's rates and charges shall be non-discriminatory. Grantee shall apply its rates in accordance with governing law, with identical rates and charges for all Subscribers receiving identical Cable Services, without regard to race, color, ethnic or national origin, religion, age, sex, sexual orientation, marital, military or economic status, or physical or mental disability or geographic location within the City. The Grantee shall permit Subscribers to make any in-residence connections the Subscriber chooses without additional charge and without penalizing the Subscriber therefore. If any in-home connection requires service from the 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 appropriate service charges by the Grantee. Nothing herein shall be construed to prohibit:

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

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

(C) The offering of bulk discounts for Multiple Dwelling Units.

4.4 Filing of Rates and Charges

(A) Throughout the term of this Franchise, the Grantee shall maintain on file with the City a complete schedule of applicable rates and charges for Cable Services provided under this Franchise. Nothing in this subsection shall be construed to require the Grantee to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns. As used in this subsection, no rate or charge shall be considered temporary if Subscribers have the ability over a period greater than twelve (12) consecutive months (or such other period as may be approved by the City) to purchase Cable Services at such rate or charge.

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

4.5 Late Fees

If the Grantee assesses any kind of fee for late payment, such fee shall comply with applicable law.

4.6 Performance Evaluation

(A) Upon receipt of the City's written request, special evaluation sessions may be held at any time during the term of this Franchise, but not more than once per year.

(B) Grantee shall include a message on Subscriber bills, notifying Subscribers of the time and location of any evaluation session. Grantee's obligation to provide this notice is contingent upon Grantee's receipt of written notice of the evaluation session from the City, at least sixty (60) days prior to its scheduled date.

(C) Topics which may be discussed at any evaluation session may include, but are not limited to Cable Service rates, Franchise Fees, free or discounted Cable Services, application of new technologies, System performance, Cable Services provided, customer complaints, privacy, amendments to this Franchise, judicial and FCC rulings, line extension policies, and the City's or the Grantee's rules, provided that nothing in this subsection shall be construed as requiring the renegotiation of this Franchise or any term or provision therein, or a commitment by Grantee to implement new services.

(D) During evaluations under this Section, the Grantee shall fully cooperate with the City and shall provide such information and documents as the City may reasonably require under Section 7 of the Franchise to perform the evaluation.

SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

5.1 Indemnification

(A) General Indemnification. The Grantee shall indemnify, defend and hold the City, its officers, officials, boards, commissions, authorized agents and employees, harmless from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and attorneys' fees and expenses, arising from any casualty or accident to Person or property, including, without limitation, copyright infringement, defamation, hazardous substances 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 the Grantee, its officers, its authorized agents, its employees, its contractors or subcontractors, or by reason of any neglect or omission of the Grantee, its officers, its authorized agents, its employees, its contractors or subcontractors. The Grantee shall reasonably consult and cooperate with the City while conducting its defense of the City.

(B) Indemnification for Relocation. The Grantee shall indemnify the City for any damages, claims, additional costs or expenses assessed against, or payable by, the City related to, arising solely out of, or resulting solely from the Grantee's failure to remove, adjust or relocate any of its facilities in the Streets in a timely manner in accordance with any relocation required by the City pursuant to applicable law.

(C) Additional Circumstances. The Grantee shall also indemnify, defend and hold the City harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and attorneys' fees or expenses in any way arising out of any failure by the Grantee to secure consents from owners or authorized distributors or licensees/licensors of programs to be delivered by the Cable System.

(D) Procedures and Defense. If a claim or action arises, the City or any other indemnified party shall tender the defense of the claim or action to the Grantee, which defense shall be at the Grantee's expense. The City may participate in the defense of a claim and, in any event, the Grantee may not agree to any settlement of claims financially affecting the City without the City's written approval, which shall not be unreasonably withheld.

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

(F) Duty to Give Notice. The City shall give the Grantee timely written notice of any claim or of the commencement of any action, suit or other proceeding covered by this Section. In the event any such claim arises, the City or any other indemnified party shall tender the defense thereof to the Grantee and the Grantee shall have the obligation and duty to defend any claims arising there under, and the City shall cooperate fully therein.

(G) Separate Representation. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by the Grantee to represent the City, the Grantee shall pay attorneys' fees and expenses incurred by the City in defending itself with regard to any action, suit or proceeding indemnified by the Grantee. The City's fees and expenses shall include all out-of-pocket expenses, such as attorney and/or consultants' fees, and shall also include the reasonable value of any services rendered by the City Attorney or his/her assistants or any employees of the City or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by the Grantee.

5.2 Insurance Requirements

(A) General Requirement. The Grantee must have adequate insurance during the entire term of this Franchise to protect the City against claims for injuries to Persons or damages to property which in any way relate to, arise from or are connected with this Franchise, or involve the Grantee, its agents, representatives, contractors, subcontractors and their employees.

(B) Initial Insurance Limits. The Grantee must maintain during the Franchise term and for a period of twelve (12) months after expiration, termination or non-renewal thereof, insurance in effect in accordance with the minimum insurance limits herein set forth by the City from time to time. The Grantee shall obtain policies or provide evidence of self insurance for the following insurance limits:

(1) **Commercial General Liability:** One million dollars (\$1,000,000) per occurrence. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury or death of a person, broad form property damage (including completed operations), explosion and collapse hazard, underground hazard, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations;

(2) **Automobile Liability:** One million dollars (\$1,000,000) per person property damage, with respect to each owned, hired and/or non-owned vehicles assigned to or used in the exercise of privileges or obligations of this Franchise; and

(3) **Employer's Liability:** One million dollars (\$1,000,000) per occurrence.

(4) **Workers Compensation Insurance** in accordance with state law requirements.

(5) The amounts listed above are the minimum deemed necessary by the City to protect the City's interests in this matter. The City has made no recommendation to the Grantee as to the insurance necessary to protect the Grantee's interests and any decision by the Grantee to carry or not carry insurance amounts in excess of the above is solely that of the Grantee. The Grantee shall be responsible for judgments, settlements, damages, costs, attorneys' fees and expenses that exceed the limits of the Grantee's insurance coverage. The Grantee shall

not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Franchise by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

(C) Endorsements.

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

(a) The City shall be designated as an additional insured, with the Workers Compensation insurance. The Workers Compensation and Employer's Liability insurance policies shall contain a waiver of subrogation as to the City.

(b) The Grantee's insurance coverage shall be primary insurance with respect to the City, its officers, officials, boards, commissions, employees and duly authorized agents. Any insurance or self-insurance maintained by the City, its officers, officials, boards, commissions, employees and agents shall be in excess of the Grantee's insurance and shall not contribute to it, provided the occurrence arises out of the Grantee's acts or negligence; and

(c) The 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.

(2) Each policy of insurance required herein shall not be cancelled or materially altered so as to be out of compliance with the requirements of this Section without thirty (30) days written notice first being given to the City. If the insurance is cancelled or materially altered so as to be out of compliance with the requirements of this Section within the term of this Franchise, the Grantee shall provide a replacement policy. The Grantee agrees to maintain continuous uninterrupted insurance coverage, in the amounts required, for the duration of this Franchise.

(D) Acceptability of Insurers. The insurance obtained by the Grantee shall be placed with insurers with a Best's rating of no less than "A-VI". The City shall have the right, in a reasonable exercise of its discretion, to deny any proposal to provide any required coverages through self-insurance or to revoke any approval previously granted for provision of self-insurance.

(E) Verification of Coverage. The Grantee shall furnish the City with certificates of insurance and endorsement reflecting additional insured status. The certificates for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates for each insurance policy shall be on standard forms or such forms as are consistent with standard industry practices, shall evidence that the required coverages, conditions, and minimum limits are in full force and effect, and shall be received by the City at the time of acceptance of this Franchise by the Grantee with existing insurance coverage to be maintained by the Grantee until that date. The Grantee hereby warrants that its insurance policies satisfy the requirements of this Franchise.

5.3 Performance Bond

(A) The City reserves the right, consistent with applicable law, to require, and the Grantee shall provide, construction and/or Right-of-Way bonds.

(B) The bond shall be in a form reasonably acceptable to the City. The Grantee shall pay all premiums or costs associated with maintaining the bond, and shall keep the same in full force and effect at all times during the term of the proposed construction interval.

(C) The parties agree that the Grantee's maintenance of the bond shall not be construed to excuse unfaithful performance by the Grantee or limit the liability of the Grantee to the amount of the bond(s) or otherwise limit the City's recourse to any other remedy available at law or equity.

5.4 Letter of Credit

(A) No later than the Effective Date of this Franchise, Grantee shall establish and provide to the City, on behalf of the City and the other members of the GMTCC collectively, as security for the faithful performance by Grantee of all of the provisions of this Franchise, including the City's Customer Service Standards, a letter of credit in the amount of one hundred thousand dollars (\$100,000.00).

(B) The letter of credit shall be maintained at one hundred thousand dollars (\$100,000.00) throughout the term of this Franchise, provided that at intervals no more often than every three (3) years, City shall have the right to review whether this amount should be increased to reflect increases in the Denver – Boulder Consumer Price Index during the prior three (3) year period.

(C) The letter of credit may be drawn upon by the City for purposes including, but not limited to, the following:

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

(2) Reimbursement of costs borne by the City to correct Franchise violations not corrected by Grantee after completing all procedures required in Section 15;

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

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

(D) The City shall give Grantee written notice of any withdrawal under this subsection upon such withdrawal. Within seven (7) days following receipt of such notice, Grantee shall restore the letter of credit to the amount required under this Franchise. Withdrawal of any sums due from the letter of credit in an amount less than the full amount of recovery shall not result in a waiver of the City's right to recover any balance due from a subsequent letter of credit or in any other manner.

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

(F) If more than fifty percent (50%), based on the number of Subscribers, of the GMTC members listed on Exhibit A withdraw from the GMTC or are not eligible to draw on the letter of credit held in the name of all GMTC members, Grantee shall have the right to renegotiate the terms of the letter of credit or reduce it by an amount equal to the pro-rata number of Subscribers whose grantors have withdrawn from the GMTC or are not eligible to draw on the shared letter of credit, provided however that the amount of the letter of credit shall in no event be reduced below twenty five thousand dollars (\$25,000.00).

(G) If the City withdraws from the GMTC, Grantee shall obtain a letter or credit or other security consistent with that supplied to other GMTC members, solely on behalf of the City, in the amount of twenty five thousand dollars (\$25,000.00), within sixty (60) days of receiving written notice from the City. In this event, the City will also be removed from the GMTC letter of credit.

SECTION 6. CUSTOMER SERVICE

6.1 Customer Service Standards

The Grantee shall comply with Customer Service Standards, attached as Exhibit B of this Franchise, and as may be lawfully amended from time to time by the City Council acting by ordinance or resolution. It is acknowledged and agreed that the City may, from time to time, modify or add to the Customer Service Standards as permitted by applicable law and upon sixty (60) day written notice to Grantee. The Grantee reserves the right to challenge any Customer Service Standards that it believes are inconsistent with federal law or the contractual rights granted in this Franchise.

6.2 Subscriber Privacy

The Grantee shall comply with privacy rights of Subscribers in accordance with applicable federal, State and local laws.

6.3 Customer Service Agreement and Manual

(A) The Grantee shall provide to Subscribers an accurate, comprehensive service agreement and customer installation packet for use in establishing Subscriber service. This material shall, at a minimum, contain the following:

- (1) The Grantee's procedure for investigation and resolution of Subscriber service complaints.
- (2) Services to be provided and rates for such services.
- (3) Billing procedures.
- (4) Service termination procedure.
- (5) A description of the manner that will be used to provide notice of changes in rates, service or service terms and conditions.
- (6) A complete statement of the Subscriber's right to privacy.
- (7) Equipment policy.
- (8) The name, address and phone number of the customer care department that is responsible for handling cable questions and complaints for the Grantee. This information shall be prominently displayed in the installation packet.

(B) A copy of the installation packet shall be provided to each Subscriber at the time of initial installation and any reconnection or Cable Service upgrade requiring a home visit by the Grantee (excluding reconnections to the same Subscriber within twelve (12) months), and at any time the packet is requested by the Subscriber.

SECTION 7. REPORTS AND RECORDS

7.1 Open Records

The City shall have access to, and the right to inspect, any books and records of the Grantee and/or its Affiliates, if necessary, which are reasonably related to the enforcement of the terms of this Franchise. The Grantee shall not deny the City access to any of the Grantee's records on the basis that the Grantee's records are under the control of any parent corporation, Affiliated Entity or a third party. The City may, in writing, request copies of any such records or books, and the Grantee shall provide such copies within thirty (30) days of the receipt of such request. One copy of all reports and records required under this or any other section shall be furnished to the City at the sole expense of the Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then the Grantee may request, in writing within ten (10) days of receipt of such request, that the City inspect them at

the Grantee's local offices. If any books or records of the Grantee are not kept in a local office and not made available in copies to the City upon written request as set forth above, and if the City determines that an examination of such records is necessary for the enforcement of this Franchise, then all reasonable travel expenses incurred in making such examination shall be paid by the Grantee.

7.2 Confidentiality

The City agrees to keep confidential any proprietary or confidential information obtained from Grantee's books or records to the extent permitted by law. The Grantee shall be responsible for clearly and conspicuously identifying the work confidential or proprietary, and within thirty (30) days of a written request from the City, shall provide a brief written explanation as to why such information is confidential and how it may be treated as such under state or federal law. If the City receives a demand from any Person(s) for disclosure of any information designated by the Grantee as confidential or proprietary, the City shall, so far as consistent with applicable law, advise the Grantee and provide the Grantee with a copy of any written request by the party demanding access to such information within a reasonable time. If Grantee believes that the disclosure of such documents by the City would interfere with Grantee's rights under federal or state law, Grantee may institute an action in the Boulder County District Court to prevent the disclosure by the City of such documents. Grantee shall join the Person requesting the documents to such an action. Grantee shall defend, indemnify and hold the City harmless from any claim or judgment as well as any costs and attorneys fees incurred in participating in such proceeding.

7.3 Copies of Federal and State Reports

Upon written request, the Grantee shall submit to the City copies of any pleadings, applications, notifications, communications and documents of any kind, submitted by the Grantee or its Affiliates to any federal, State or local courts, regulatory agencies and other government bodies if such documents directly relate to the operations of the Grantee's Cable System within the Franchise Area. The Grantee shall submit such documents to the City no later than sixty (60) days after receipt of the City's request. The 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.

7.4 Complaint File and Other Reports

The Grantee shall keep an accurate compilation of any and all Subscriber complaints regarding the Cable System in the Franchise Area and the provision of Cable Services, and the Grantee's actions in response to those complaints, in a manner consistent with the privacy rights of Subscribers. The Grantee shall provide an executive summary report to the City on an annual basis (unless requested in writing semi-annually by the City, such request to apply to that six month period only) within one-hundred twenty (120) days of the end of each year (or six month period as the case may be) which shall include the following information:

- (A) A summary of customer complaints referred by the City to Grantee;
- (B) A summary of service calls, identifying the number and nature of the requests and their disposition;
- (C) A log of all service interruptions;
- (D) Any significant construction activities occurring in the Franchise Area;
- (E) Average response time for service calls;
- (F) Phone activity report;
- (G) Video programming changes (additions/deletions);

(H) Within sixty (60) days of a request, such other information as reasonably requested by the City; provided however, that if Grantee believes that the City has no authority to require such additional information, it shall provide its written explanation within the sixty (60) day period. Any dispute over such information shall be addressed pursuant to Section 15. Within thirty (30) days of a written request by the City, Grantee shall either provide all backup documentation and records relating to the executive summary, or shall schedule a meeting with the City to discuss the City's concerns and the basis for its request. Within thirty (30) days after such meeting all documents or other backup material relating to the City's concerns shall be provided by the Grantee. Notwithstanding the requirement to provide back up documentation, Grantee is not required to develop new reporting forms to comply. Grantee shall only be required to provide whatever backup documentation it maintains in the ordinary course of its business, that relates to the summary previously provided.

If the City determines it no longer requires the reports described in this Section, the City shall provide written notice of its decision to Grantee.

7.5 False Statements

Any intentionally false or misleading statements or representations, or intentional material omission in any report required by this Franchise shall be a material breach of this Franchise and may subject the Grantee to all remedies, legal or equitable, which are available to the City under this Franchise or otherwise.

SECTION 8. PROGRAMMING

8.1 Obscenity

The Grantee shall not transmit, or permit to be transmitted, over any Channel subject to its editorial control any programming that is obscene under applicable federal, State or local law.

The City acknowledges that Grantee does not have editorial control over the content aired on Access Channels.

8.2 Parental Control Device

Upon request by any Subscriber, the 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.

8.3 Complimentary Cable Service

Upon request of the City, the Grantee shall provide without charge, a Standard Installation and one outlet of Expanded Basic Service to each fire station, police station, School, public library, and other municipal buildings provided that the buildings are either owned and occupied or leased and occupied by the City, and provided further that the buildings are either already served or are within 125 feet of its Cable System. The Grantee shall not be required to provide an outlet to such buildings where a non-Standard Installation is required, unless the City or building owner/occupant agrees to pay the Incremental Cost of any necessary Cable System extension and/or non-Standard Installation. If additional outlets of Cable Service are provided to such buildings beyond those required herein, the building owner/occupant shall pay the usual installation and service fees associated therewith.

The City shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in the inappropriate use thereof or any loss or damage to the Cable System. Such obligation to provide complimentary cable service shall not extend to areas of City buildings where the Grantee would normally enter into a commercial contract to provide such Cable Service (e.g., public viewing areas at golf courses and recreation center workout facilities).

8.4 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 programming;
- (D) General entertainment programming;
- (E) Children's programming;
- (F) Arts, culture and performing arts;

- (G) Foreign language programming;
- (H) Science/documentary programming;
- (I) National news, weather and information;
- (J) Access programming, to the extent required by this Franchise, and programmed by the City or its Designated Access Providers.

SECTION 9. PUBLIC, EDUCATIONAL AND GOVERNMENTAL AND I-NET

9.1 Access Channels

In order to meet the need for Access Channels and programming, the Grantee shall make available to the City the following Access Channels throughout the Franchise Area:

(A) Two (2) Access Channels, each of which shall be made available as part of the Basic Cable Service Tier, as follows:

- 1) One Government Access Channel,
- 2) One Public Access Channel.

(B) The parties acknowledge that the Boulder Valley School District (“BVSD”) currently programs education access programming in the City and other Boulder County communities on a separate Educational Access Channel provided by Grantee to BVSD. In addition to the two Access Channels described in subsection (A) above, Grantee shall continue to provide this Educational Access Channel to BVSD, and such programming shall remain as part of the Basic Cable Service Tier in the City, for so long as BVSD, in its sole discretion, continues to program the channel. If BVSD decides to stop programming the Educational Access Channel, it will revert to Grantee to use as Grantee determines, subject to this subsection (B). If BVSD has returned the Educational Access Channel described herein, and if subsequently there is a demonstrated community need and Subscriber demand for an Educational Access Channel as reasonably determined by the City, then one (1) additional Access Channel shall be made available to the City within one-hundred fifty (150) days of receipt by the Grantee of a written request from the City which demonstrates community need for an Educational Access Channel. If, in response to the City’s request, Grantee provides the Educational Access Channel pursuant to this Section, the City acknowledges that other Video Programming services may be removed from the Basic Service Tier to make this additional Access Channel available.

(C) At such time when any individual Access Channel is occupied by non-character-generated programming eighty (80%) percent of the time during “regular viewing hours” for any twelve (12) consecutive week period, the City may request the use of one (1) additional Access Channel, by giving the Grantee one hundred fifty (150) days written notice. For purposes of this subsection, “regular viewing hours” shall be the hours between 3 p.m. and 11 p.m., Monday

through Friday, and between noon and midnight on weekends. At no time shall the number of Access Channels exceed four (4) total. In order to qualify for an additional Access Channel, at least sixty percent (60%) of the programming on the existing Access Channel must be locally produced. For purposes of this subsection, "locally produced" means produced within the State of Colorado.

(1) A program may be repeated up to three (3) times after its first run during regular viewing hours. A program shall also include bulletin board material if the material consists of multiple and different text (or video and text).

(2) If, after provision of additional Access Channel pursuant to the aforementioned criteria, the demand for such programming is reduced to the point where over a twelve (12) week period all such programming can be scheduled on the initial Access Channel during regular viewing hours, the additional Channel shall be returned to Grantee upon one hundred fifty (150) days notice of its intent to reclaim the channel.

(3) The fact that a Channel may be reclaimed as a result of decreased demand as provided herein, does not preclude the additional Channel from being made available subsequently should demand increase in accordance with this subsection (C).

(D) Grantee Use of Fallow Time. Because blank or under utilized Access Channels are not in the public interest, in the event the City or Designated Access Provider elects not to fully program its Channel(s), Grantee may program unused time on those channels subject to reclamation by the City upon no less than one hundred fifty (150) days notice.

(E) The City shall indemnify Grantee for any liability, loss, or damage it may suffer due to violation of the intellectual property rights or copyright infringement of third parties on the Government Access Channel. The City shall require that its Designated Access providers indemnify Grantee for any liability, loss, or damage it may suffer due to violation of the intellectual property rights or copyright infringement of third parties on any Access Channel on which that Designated Access Provider is involved in programming or operations.

(F) If Grantee makes changes to its Cable System that necessitate modifications to Access signal transmission facilities and equipment (including but not limited to the upstream paths), Grantee shall provide reasonable advance notice of such changes to the City and its Designated Access Provider(s) and shall provide, at Grantee's expense, any additional or modified facilities or equipment necessary to implement such modifications within a reasonable period of time prior to the date that the system changes are to be made, so that Access signal transmission facilities and equipment may be used and operated as intended and without interruption, including, among other things, so that transmissions of live and taped communications can be cablecast efficiently to Subscribers. By way of example, and not limitation, should the Grantee cease delivery of all signals in an analog format to Subscribers, it will provide the signal transmission and/or conversion equipment necessary so that Access signals can be transmitted in a digital format.

(G) All assigned Access Channels can be used to transmit programming in any format which is technically compatible with the Cable System, including, by way of example and not limitation, video, audio only, secondary audio and/or text (character generated) messages. Such uses must be in furtherance of Access purposes. Any Access Channels provided via digital or compressed video technology shall have at least the same transmission quality as is used to carry any of the commercial Channels that deliver programming on the Cable System and shall be full motion video. The provision of Access Channels via digital or compressed video technology will not reduce or increase the total Access Channel requirement herein.

9.2 Management and Control of Access Channels

The City may authorize Designated Access Providers to control, operate, and manage the use of any and all Access Channels made available by Grantee under this Franchise. The City or its designee may formulate rules for the operation of the Access Channels, consistent with this Franchise. Nothing herein shall prohibit the City from authorizing itself to be a Designated Access Provider.

9.3 Access Channel Identification/Location/Relocation/Bill Insertions

(A) The Grantee will use reasonable efforts to minimize the movement of Access Channel assignments. The Grantee shall provide to the City a minimum of ninety (90) days notice prior to any relocation of any Access Channels, unless the change is required by federal law, in which case the Grantee shall give the City the maximum notice possible. Grantee shall reimburse the City for any costs incurred for any promoting, marketing, advertising and notice of the Channel change up to five thousand dollars (\$5,000), so long as the relocation was a requirement of Grantee.

(B) The Grantee, upon sixty (60) days written request, shall provide the City the opportunity to include two (2) Access Channel bill insertions and up to two (2) Access Channel bill messages per year. Bill messages are subject to printing space limitations. The City or its Designated Access Provider shall be responsible for the costs of printing its bill insertion, the cost of inserting the information into the Grantee's bills and for any incremental postage costs. Bill insertions must conform to the Grantee's reasonable mailing requirements. The Grantee shall be provided an opportunity to review and in its reasonable discretion, approve all Access bill insertions and messages.

9.4 Access Interconnections

Grantee acknowledges that is the City's goal to further the community's needs and interests by providing for the Interconnection of Access Channels between the City and surrounding communities. Grantee shall include the City in any existing Access Channel Interconnection, which facilitates the sharing of Access programming between and among participating GMTC members. In addition, the City shall have the right to use any Access Channel for Access programming provided to it through an Interconnect.

9.5 Return Lines

(A) The Grantee shall continue to provide and maintain a return line from City Hall to the Cable System Headend for so long as such return line is necessary. It is the Grantee's responsibility to ensure that the signal carried on the existing return line from the existing point of demarcation back to the Cable System Headend meets FCC technical standards. Similarly, it is the City's responsibility to ensure the technical quality of the signal from the City's origination equipment to the designated demarcation point meets FCC technical standards.

(B) The Grantee shall maintain return lines from the Cable System Headend to the City Police Department at 992 West Via Appia and to the City's Recreation Center at 900 West Via Appia. Grantee shall additionally construct and maintain return lines from the Cable System Headend to the City's new library building at 951 Spruce Street.

(C) If the City requests a return line to a facility operated by a Designated Access Provider of Public Access programming, Grantee shall construct such return line at its expense, if the location is within one hundred twenty-five (125) feet from its distribution cable, or otherwise, for such costs to the Designated Access Provider as calculated pursuant to Section 13.1 (B). The City may request additional return line(s) to City facilities or to accommodate the needs of any Designated Access Provider(s). Any such requests must be in writing. The City shall be responsible for paying any and all costs associated with engineering and construction of any additional or new return lines requested by the City. The City and Grantee will mutually agree upon the time frame to provide additional return lines requested by the City.

(D) All return lines from the Cable System Headend to the City buildings or to accommodate Designated Access Provider(s) described in this Franchise are for Video Programming services only and will be terminated at a designated internal location within the City buildings at a standard termination panel provided by Grantee. The City will provide wall mount backboard and a power source for the termination panel. The termination panel will be the fiber demarcation point.

(E) The Grantee shall provide the necessary transmitter(s) and receiver(s), capable of accepting, transmitting and receiving the video/audio signal(s) from the locations where Grantee has installed a return line for Access broadcasting and where such Access programming originates ("Access origination locations") without degradation, limitation or loss of signal. For purposes of signal quality, the identified point of demarcation will be the input connector on the transmitter(s) provided by the Grantee at the Access origination locations. Once the transmitter(s) provided by the Grantee receives the signal(s) from the Access origination locations, to transmit them to the Cable System Headend the Grantee shall be responsible for the signal quality on the return line to the Cable System Headend and on the Cable System.

9.6 Technical Quality

The Grantee shall maintain Access Channels at the same level of technical quality and reliability required by this Franchise and all other applicable laws, rules and regulations for other

Channels. The Grantee shall provide routine maintenance and shall repair and replace, if necessary, Grantee's transmission equipment, including transmitters and receivers, associated cable and equipment, required to carry a quality signal to and from the City's facilities (and Designated Access Providers' facilities) and the Grantee's facilities for the Access channels provided under this Franchise. The City, at its expense, shall be responsible for maintenance, repair and replacement of the City's equipment.

9.7 Institutional Network (I-Net)

Grantee will work cooperatively with the City to create proposals as desired for network services that allow for private, non-commercial two-way communications between City buildings located in the Franchise area. Nothing contained herein should be construed as a requirement for the Grantee to provide these network services without fair reimbursement from the City. Grantee and the City shall enter into a separate contract to address terms, conditions and compensation for an I-Net if the City requests construction of an I-Net. The City may not use any Access Capital Contributions or Replacement Capital Contributions remitted by Grantee to pay for construction of an I-Net that is not constructed by Grantee. The City may use such Contributions for I-Net costs if construction is provided by Grantee.

9.8 Support for Access Capital / I-Net Capital Costs

(A) Within ninety (90) days of the Effective Date of this Franchise, Grantee shall provide a one time grant of eighty thousand (\$80,000.00) dollars (the "Access Capital Contribution") which the City shall use to outfit City Council chambers and other facilities and to purchase field equipment to produce Access programming. Grantee shall be entitled to fully recover this contribution from Residential Subscribers pursuant to federal law.

(B) Grantee shall notify the City, in writing, when the Access Capital Contribution has been fully recovered. After the Access Capital Contribution is fully recovered by Grantee, or forty-two (42) months whichever occurs first, upon sixty (60) days written notice from the City, Grantee shall provide to the City an amount, not to exceed fifty cents (\$.50) per Residential Subscriber per month. Grantee shall not be responsible for collecting or paying the Replacement Capital Contribution with respect to gratis or complimentary accounts. The Grantee may recover this amount to the extent and in a manner provided for in federal regulations. Such payments are to be made quarterly on the same schedule as Franchise Fees. With each quarterly payment, Grantee will prepare and submit a report, in a form acceptable to the City that shows how such payments were calculated.

(C) Upon written request from Grantee, the City shall provide Grantee with public documents it maintains in the regular course of the City's business, consistent with the Colorado Open Records Act, which documents the use of the Access Capital Contribution(s) and/or Replacement Capital Contribution.

(D) The City agrees that operations of Access Channels require funding. If a reasonable amount of operating support for all Access Channels is no longer available, then the

City shall so notify Grantee and Grantee's obligations to provide a Replacement Capital Contribution shall be eliminated, for such period of time that a reasonable amount of operating support is not provided for the operation of at least one (1) Access Channel.

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

10.1 Construction

(A) Subject to applicable federal, state and local laws, regulations and ordinances and the provisions of this Franchise, the Grantee may perform all maintenance, construction, repair, upgrade and reconstruction necessary for the operation of its Cable System. All construction and maintenance of any and all of the Grantee's facilities within Right-of-Way shall, regardless of who performs the construction, be and remain the Grantee's responsibility. The Grantee, or Grantee's authorized contractors shall apply for, and obtain, all permits necessary for construction of any facilities and for excavating and laying any facilities underground within the Right-of-Way. The Grantee shall pay all applicable fees upon issuance of the requisite construction permits by the City to the Grantee.

(B) The Grantee may make excavations in Right-of-Way for any facility needed for the maintenance or extension of the Grantee's Cable System, subject to local ordinances. Prior to doing such work, the Grantee shall apply for, and obtain, appropriate permits from the City, and give appropriate notices to the City. As a condition of any permits so issued, City officials may impose such conditions and regulations as are lawful for the purpose of protecting any structures in such Right-of-Way, proper restoration of such Right-of-Way and structures, protection of the public and the continuity of pedestrian or vehicular traffic. When obtaining a permit, Grantee shall inquire about other construction currently in progress, planned or proposed, in order to investigate thoroughly all opportunities for joint trenching or 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 Rights-of-Way cuts within the Franchise Area.

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

10.2 Location of Facilities

(A) Upon the City's request, in connection with the design of any City project, the Grantee will verify the location of its underground Cable System within the Franchise Area by marking on the surface the location of its underground facilities in accordance with applicable laws. However, when necessary for the actual construction of any City project, the City may request that the Grantee identify the exact location of its underground System by excavating (e.g., pot holing) at no expense to the City.

(B) Upon the City's written request, the Grantee will provide, at no expense to the City, copies of drawings, route maps or plans showing the horizontal and vertical location of Grantee's System within the Franchise Area. Grantee shall provide the requested documentation within thirty (30) days, or other period of time as may be agreed upon by both parties.

10.3 Restoration of Right-of-Way and Other Public Property

If the Grantee excavates, disturbs or damages any Right-of-Way or other public property, then the Grantee shall be responsible for restoration in accordance with applicable regulations to a condition as good or better than its prior condition in the City's sole determination. The City may, after providing written notice to the Grantee and an opportunity to cure a failure in restoration, or without notice where the excavation, disturbance or damage may create a risk to public health, safety or welfare, repair, refill or repave any excavation, disturbance or damage. The cost thereof, including the costs of inspection and supervision, shall be paid by the Grantee within forty-five (45) days of an itemized billing invoice. All excavations made by the Grantee in Right-of-Way shall be properly safeguarded for the prevention of accidents.

10.4 Maintenance and Workmanship

(A) The Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes or any other property of the City, or with any other pipes, wires, conduits, pedestals, structures or other facilities that may have been laid in the Right-of-Way, by or under the City's authority.

(B) The Grantee shall provide and use any equipment and appliances necessary to control and carry the Grantee's signals so as to prevent injury to the City's property or property belonging to any Person. The Grantee, at its own expense, shall repair, renew, change and improve its facilities to keep them in good repair and safe and presentable condition, in accordance with all applicable codes.

(C) Prior to doing any work in the Right-of-Way, Grantee shall give appropriate notices to the City and to the notification association established in C.R.S. Section 9-1.5-101, *et seq.*, as such may be amended from time to time, and will further comply with and adhere to local procedures, customs and practices relating to the one call locator service program.

(D) The Grantee shall give reasonable notice to private property owners of construction work in adjacent Right-of-Way.

10.5 Acquisition of Facilities

Upon the Grantee's acquisition of facilities in any Right-of-Way, or upon the addition or annexation to the City of any area in which the Grantee owns or operates any facility, the Grantee shall, at the City's written request, submit to the City a statement describing all facilities involved, whether authorized by franchise, permit, license or other prior right, and specifying the location of all such facilities to the extent the Grantee has possession of such information. Such

facilities shall immediately be subject to the terms of this Franchise.

10.6 Relocation of Facilities

(A) Movement of the System For and By the City. Nothing in this Franchise shall prevent the City from constructing any public work or capital improvement. The Grantee shall assume the costs (in accordance with applicable law) associated with any requirement of the City to relocate its Cable System facilities located in the Right-of-Way. Following sixty (60) days written notice by the City, the Grantee shall remove, replace, relocate, modify or disconnect any of its Facilities within any Right-of-Way, or on any other property of the City. If the Grantee fails to complete this work within the time prescribed and to the City's satisfaction, the City may cause such work to be done and bill the cost of the work to the Grantee. The Grantee shall remit payment to the City within forty-five (45) days of receipt of an itemized list of those costs.

In the case of fire, disaster or other emergency, the City may remove or disconnect the Grantee's facilities and equipment located in the Right-of-Way or on any other property of the City. The City shall provide reasonable notice to the Grantee prior to taking such action and shall provide the Grantee with the opportunity to perform such action unless, in the City's reasonable discretion, the eminent threat to public health safety or welfare make such notice impractical.

(B) Movement for Other Permittees. At the written request of any Person holding a valid City permit and upon reasonable advance notice, the Grantee shall remove, replace, relocate, modify or disconnect any of its facilities or temporarily raise, lower or remove its facilities as necessary to accommodate the work under the permit. Unless the project is identified by the City as a part of a City capital improvement project, the cost must be paid by the permit holder, and the Grantee may require the estimated payment in advance.

(C) The City shall not be required to obtain easements for the Grantee.

10.7 Right-of-Way Vacation

If any Right-of-Way or portion thereof used by the Grantee is vacated by the City during the term of this Franchise, the City shall provide Grantee written notice of such intent to vacate the Right-of-Way or portion thereof. Unless the City specifically reserves to the Grantee the right to continue the use of vacated Right-of-Way, the Grantee shall, without delay or expense to the City, remove its facilities from such Right-of-Way, and restore, repair or reconstruct the Right-of-Way where such removal has occurred. In the event of failure, neglect or refusal of the Grantee, after sixty (60) days' notice by the City, to restore, repair or reconstruct such Right-of-Way, the City may do such work or cause it to be done, and the reasonable cost thereof, as found and declared by the City, shall be paid by the Grantee within forty-five (45) days of receipt of an invoice and documentation.

10.8 Removal of Discontinued Facilities

Whenever the Grantee intends to discontinue using any Cable System facilities within the Right-of-Way, the Grantee shall submit to the City a complete description of the facilities and the date on which the Grantee intends to discontinue using the facilities. The Grantee may remove the facilities or request that the City allow them to remain in place. Notwithstanding the Grantee's request that any such facilities remain in place, the City may require the Grantee to remove the facilities from the Rights of Way or modify the facilities to protect the public health, welfare, safety and convenience. If the City requests modifications of the facilities under this Section to allow for City use of such Facilities, and such modifications are not, in Grantee's opinion, economically feasible, then Grantee and City shall meet to discuss a more economical solution. The City may require the Grantee to perform a combination of modification and removal of the facilities. The Grantee shall complete such removal or modification in accordance with a reasonable schedule set by the City. Until such time as the Grantee removes or modifies the facilities, or until the rights to and responsibility for the facilities are accepted by another Person having authority to construct and maintain such facilities, the Grantee shall be responsible for all necessary repairs and relocations of the facilities, as well as maintenance of the Right-of-Way, in the same manner and degree as if the facilities were in active use, and the Grantee shall retain all liability for such facilities. If Grantee abandons its facilities, the City may choose to use such facilities for any purpose.

10.9 Hazardous Substances

(A) The Grantee shall comply with all applicable State and federal laws, statutes, regulations and orders concerning hazardous substances within the Right-of-Way.

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

10.10 Undergrounding of Cable

(A) When required by applicable ordinances, resolutions, regulations or rules of the City or applicable State or federal law, Grantee's Cable System shall be placed underground at no expense to the City unless otherwise required by applicable law, including, C.R.S. 29-8-101. Placing facilities underground does not preclude the use of ground-mounted appurtenances.

(B) In areas of the Franchise Area where electrical or telephone utility wiring is aerial and Grantee's existing Cable System facilities are aerial, the Grantee may continue to operate and maintain the existing Cable System aerially, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.

(C) In those areas of the Franchise Area where electrical or telephone utility wiring is aerial and the Grantee's construction or installation of any Cable System coaxial wires or fiber sheaths results in a change in use or an intensification of an existing use, the Grantee may request consent from the City for aerial construction. Consent by the City will be granted on a case-by-case basis and will not be unreasonably withheld.

(D) When electric and telephone utility wiring and the aerial lines of telecommunications providers in an area of the Franchise Area are subsequently relocated to underground the Grantee shall concurrently relocate its aerial Cable System facilities to underground, at no cost or expense to the City.

(E) The Grantee shall utilize existing poles wherever possible. This Franchise does not grant, give or convey to the Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the City or any other Person.

(F) Related Cable System facilities (such as pedestals, equipment cabinets, etc.) must be placed in accordance with applicable City code requirements and underground utility policies.

(G) The City shall provide reasonable advance notice of available opportunities for access to open trenches. To the extent technically and economically feasible, the Grantee shall participate with other providers in joint trench projects to relocate its overhead facilities underground provided that Grantee's share of the cost of participation in a joint trench project does not exceed Grantee's cost of relocation to a single occupancy trench.

10.11 Avoid Interference

The Grantee shall arrange its lines, cables and other appurtenances, on both public and private property, in such a manner as to cause no unreasonable interference with the use of said public or private property by any Person. In the event of interference, the City may require the removal or relocation of the Grantee's lines, cables and other appurtenances from the property in question.

10.12 Tree Trimming

Upon obtaining a permit from the City, which shall not be unreasonably withheld delayed or conditioned, the Grantee may trim or prune trees in the Right-of-Way that interfere with the Cable System. Any such trimming or pruning will be performed using standard practices and in accordance with City ordinances, standards, rules and regulations.

10.13 Standards

(A) All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. The Grantee must comply with all federal, State and local 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, the Grantee must comply with the National Electric Code.

National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.

(B) The Grantee shall ensure that all cable drops are properly bonded and grounded at the home, consistent with applicable code requirements. All non-conforming or non-performing cable drops shall be replaced by the Grantee as necessary.

(C) All installations of equipment shall be permanent in nature, durable and installed in accordance with good engineering practices and of sufficient height to comply with all federal, State and local regulations, ordinances and laws so as not to interfere in any manner with the right of the public or individual property owner, 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.

(D) In the maintenance and operation of its Cable System in the Right-of-Way and other public places, and in the course of any new construction or addition to its facilities, the Grantee shall proceed so as to cause the least possible inconvenience to the general public; any opening or obstruction in the Right-of-Way or other public places made by the Grantee in the course of its operations shall be guarded and protected at all times by the placement of adequate barriers, fences or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly marked.

10.14 Corrections and Discontinuance of Unsafe, Nonconforming, or Unauthorized Conditions

Whenever the City determines that the Grantee has taken any action or caused any condition within the Franchise Area in violation of the Louisville City Code or other applicable City ordinances, standards, procedures and/or regulations that results in or produces any unsafe, nonconforming, or unauthorized condition the City may order the correction or discontinuance of such condition or any activity causing such condition, or take any other remedial action, pursuant to applicable provisions of the Louisville City Code or other applicable City ordinances, standards, procedures and/or regulations, as from time to time amended.

10.15 Work of Contractors and Subcontractors

The Grantee's contractors and subcontractors shall be licensed and bonded in accordance with local ordinances, regulations and requirements. Work by contractors and subcontractors shall be subject to the same restrictions, limitations and conditions as if the work were performed by the Grantee. The Grantee shall be responsible for all work performed by its contractors and subcontractors and others authorized by Grantee to perform work on its behalf, and shall ensure that all such work is performed in compliance with this Franchise and other applicable law. 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 laws governing the work performed by them.

SECTION 11. SYSTEM DESIGN AND CAPABILITY

Prior to the effective date of this Franchise, the Grantee undertook a voluntary upgrade of its Cable System to a hybrid fiber coaxial (HFC) fiber-to-the-node system architecture, with fiber-optic cable deployed from the Headend to the nodes and tying into a coaxial system already serving Subscribers. The Cable System delivers two-way cable communications as well as high quality signals that meet FCC technical quality standards regardless of a particular manner in which signal is transmitted. The Cable System utilizes an infrastructure that will permit additional improvements necessary for high quality and reliable service throughout the Franchise term. The Grantee agrees to maintain the Cable System in a manner consistent with these specifications throughout the term of this Franchise.

SECTION 12. TECHNICAL STANDARDS

12.1 Technical Performance

The technical performance of the Cable System shall meet or exceed all applicable technical standards authorized or required by law, including, without limitation, FCC technical standards, as they may be amended from time to time, regardless of the transmission technology utilized. The City shall have the full authority permitted by applicable law to enforce compliance with these technical standards. The Cable System shall additionally meet the Standards of Good Engineering Practices adopted by the National Cable Telecommunications Association, and any similar standards that may be adopted by NCTA during the term of this Franchise.

12.2 Cable System Performance Testing

(A) The Grantee shall, at its expense, perform all tests on its Cable System required by the FCC and shall maintain written records of its test results. Copies of such test results will be provided to the City upon written request.

(B) All required technical performance or other Cable System tests shall be at the expense of the Grantee and may be witnessed by representatives of the City. Upon written request, the Grantee will notify the City before any required technical proof-of-performance or other testing occurs. If the City notifies Grantee that it wishes to have a representative present during the next test(s), Grantee shall reasonably cooperate in scheduling its testing so that the representative can be present so long as Grantee is still able to meet FCC regulations for testing dates. Notwithstanding the above, representatives of the City may witness all technical performance tests.

(C) The Grantee shall promptly take such measures as are reasonably necessary and shall diligently continue the same until completion in order to correct any performance deficiencies fully and to prevent their recurrence, in accordance with FCC regulations. The Grantee's failure to correct deficiencies to bring the system in compliance with FCC regulations shall be a violation of this Franchise. Sites shall be re-tested within five (5) days following correction until correction has been confirmed and the test results confirm that the Cable System

is in compliance with FCC regulations.

12.3 Additional Tests

(A) Upon thirty (30) days prior written notice, the City may require the Grantee to conduct proof of performance tests. The City may only trigger this testing requirement once during the thirty-six (36) month franchise renewal window.

(B) Notwithstanding Subsection (A) above, where there exists a pattern of poor technical performance or signal quality on the Cable System generated from multiple Subscribers from a similar area within the Franchise Area, the City may upon thirty (30) days prior written notice, require the Grantee to conduct an additional performance test within the City. The Grantee shall fully cooperate with the City in performing such testing and shall prepare the results and a report if requested, within thirty (30) days after testing. Such report shall include the following information:

- (1) The nature of the complaint or problem that precipitated the special tests;
- (2) The Cable System component tested;
- (3) The equipment used and procedures employed in testing;
- (4) The method, if any, in which such complaint or problem was resolved; and
- (5) Any other information pertinent to said tests and analysis that may be required.

SECTION 13. SERVICE AVAILABILITY

13.1 Service Availability

(A) In general, except as otherwise provided herein, the Grantee shall provide a Standard Installation of Cable Service within seven (7) days of a request by any Person within its Franchise Area. For purposes of this Section, a request shall be deemed made on the date of signing a service agreement, receipt of funds by the Grantee, receipt of a written request by the Grantee or receipt by the Grantee of a verified verbal request. The Grantee shall provide such service:

- (1) With no line extension charge except as specifically authorized herein.
- (2) At a non-discriminatory installation charge for a Standard Installation, with additional charges for non-Standard Installations computed according to a non-discriminatory methodology for such installations.

(B) No customer shall be refused service arbitrarily. However, for unusual circumstances, such as the existence of more than one hundred twenty-five (125) feet of aerial distance from distribution cable to connection of service to Subscribers, or a density of less than thirty-five (35) residences per 5280 feet of trunk or distribution cable, service may be made available on a pro rata cost basis of construction including cost of material, labor and easements. For the purpose of determining the amount of cost 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 5280 feet of its trunk or distribution cable and whose denominator equals thirty-five (35). 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 pro rata cost of construction borne by such potential Subscribers be paid in advance.

13.2 Universal Service

(A) Grantee shall not arbitrarily refuse to provide Cable Service to any Person within its Franchise Area. Subject to subsection 13.1, all Dwelling Units, Multiple Dwelling Units and commercial establishments in the Franchise Area shall have the same availability of Cable Services from Grantee's Cable System under non-discriminatory rates and reasonable terms and conditions. The City acknowledges that the Grantee cannot control the dissemination of particular Cable Services beyond the point of demarcation at a Multiple Dwelling Unit. Notwithstanding the foregoing, Grantee may introduce new or expanded Cable Services on a geographically phased basis, where such services require an upgrade of the Cable System. Grantee may also charge for line extensions and non-standard installations pursuant to subsection 13.1.

(B) If there is new construction within the City, and the Grantee is not permitted by the contractor or developer to install its Facilities while trenches are open, Grantee shall inform the City of the problem as soon as reasonably possible, and the City shall attempt to resolve the issue with all interested parties.

13.3 Annexations

(A) In the event that the City annexes territory that is contiguous to the current Franchise Area and not being provided Cable Service by the Grantee or an Affiliate of Grantee, Grantee agrees that it will extend its Cable System into the newly annexed territory under the terms of subsection 13.1; provided however, that Grantee shall not be penalized for failure to timely extend its Cable System to newly developed areas if the developer or other responsible party does not notify Grantee of the time frame for installing utilities in accordance with the City's applicable ordinances, regulations and/or subdivision agreements.

(B) In the event the City annexes territory that is currently being provided Cable Service by Grantee or an Affiliate of Grantee, but not the same Cable Service as provided within the current Franchise Area, Grantee shall estimate the cost to make such adjustments to the Cable System as is

necessary to provide the same Cable Service to the annexed area. If requested by the Grantee, Grantee and the City shall discuss the cost of such adjustment and potential impact on Subscriber rates within one hundred twenty (120) days of Grantee's receipt of notification of the annexation. Unless waived by the City, Grantee shall make the required adjustments to the Cable System and billing system to provide the same Cable Service to the annexed area within two (2) years of receipt of the annexation notification.

(C) In the event that the City annexes territory that is not contiguous to the current Franchise Area, Grantee shall have no obligation to extend to such area; provided, however that if Grantee and/or an Affiliate has permission from the appropriate government authority to use the intervening Right-of-Way for this purpose, either by franchise or separate agreement, Grantee shall extend or adjust the Cable System in accordance with subsection (A) or (B) above.

(D) If Grantee finds it convenient for any of the annexed territory to be served by an Affiliate versus the Grantee, it is understood by the parties that the rights, benefits and obligations of this Franchise shall apply to such Affiliate for the annexed area, without the need for transfer approval of the City.

SECTION 14. STANDBY POWER AND EMERGENCY ALERT SYSTEM

14.1 Standby Power

The Grantee shall provide standby power generating capacity at the Cable System Headend capable of providing at least twelve (12) hours of emergency operation. Grantee shall maintain standby power system supplies, rated for at least two (2) hours duration, throughout the trunk and distribution networks, and rated for at least four (4) hours duration at all nodes and at all hubs.

14.2 Emergency Alert Capability

(A) Grantee shall install for use by the City and Emergency Alert System ("EAS"). The EAS shall at all times be operated in compliance with FCC requirements, and in all respects consistent with applicable federal and state law. Subject to the foregoing, the EAS shall be remotely activated by telephone and shall allow a representative of the City to override the audio and video on all channels on the Grantee's Cable System that may lawfully be overridden (subject to any contractual or other rights of local broadcasters) without assistance of the Grantee, for emergency broadcasts from a location designated by the City in the event of a local emergency or for reasonable tests.

(B) The City shall only permit its appropriately trained and authorized persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System that in any manner results in an inappropriate use thereof. To the extent allowed by law, the City shall hold the Grantee, its employees and officers harmless from any claims arising out of the emergency use of the EAS facilities by the City.

(C) The City will provide reasonable notice to Grantee prior to any test use of the EAS. Grantee shall cooperate with the City in any such test to the maximum extent feasible.

(D) The Grantee shall ensure that the EAS system is functioning properly at all times. It will test the EAS system periodically, in accordance with FCC regulations.

SECTION 15. FRANCHISE VIOLATIONS

15.1 Informal Dispute Resolution

Prior to proceeding with the formal Procedure for Remediating of Franchise Violations process as set forth below, the City agrees to provide Grantee informal written (which can be by electronic mail) notice of any alleged material violation of this Franchise and allow Grantee a reasonable opportunity to cure the violation. If the alleged violation is investigated by Grantee and determined to be valid, Grantee agrees to exert good faith efforts to immediately resolve the matter. However, if the alleged violation is determined by Grantee to be invalid, or outside of Grantee's legal responsibilities, the Grantee promptly shall so advise the City in writing. Grantee agrees to exert good faith efforts to expedite its investigation, determination and communications to the City so that the informal resolution process proceeds on an expedited basis. If the informal resolution process is not completed within thirty (30) days of the City's first informal notice to Grantee, the City may commence any other dispute resolution process set forth in this Franchise or permitted by law.

15.2 Procedure for Remediating Material Franchise Violations

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

(1) Respond to the City, contesting the City's assertion that a default has occurred, and requesting a hearing in accordance with subsection (B), below; or

(2) Cure the default; or

(3) Notify the City that the 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, the Grantee shall promptly take all reasonable steps to cure the default and notify the City in writing and in detail as to the steps that will be taken and the projected completion date. In such case, the City may set a hearing in accordance with subsection (B) below.

(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 hearing in accordance with subsection (A)(1), or the City orders a hearing in accordance with

subsection (A)(3), the City shall set a public hearing to investigate said issues or the existence of the alleged default. The City shall notify Grantee of the hearing in writing and such hearing shall take place no less than thirty (30) days after Grantee's receipt of notice of the hearing. At the hearing, Grantee shall be provided an opportunity to be heard, to present and question witnesses, and to present evidence in its defense. At any such hearing, the City shall permit Grantee's opportunity to make a record which may be reviewed should any final decision of the City be appealed to a court of competent jurisdiction. The determination as to whether a default or a material breach of this Franchise has occurred shall be within the City's discretion, but any such determination shall be subject to appeal upon the administrative record to a court of competent jurisdiction.

(C) If, after the public hearing, the City determines that a default still exists, the City shall order Grantee to correct or remedy the default or breach within fifteen (15) days or within such other reasonable timeframe as the City and Grantee may mutually agree. In the event Grantee does not cure within such time to the City's reasonable satisfaction, the City may:

- (1) Assess and collect monetary damages in accordance with this Franchise;
- (2) Commence procedures to revoke this Franchise; or,
- (3) Pursue any other legal or equitable remedy available under this Franchise or applicable law.

15.3 Assessment of Monetary Damages

(A) Upon completion of the procedures set forth above and after all appeals have been exhausted, and from the date of said violation pursuant to the procedures specified in this Franchise, the City may assess against and collect from Grantee monetary damages in amounts as set forth below:

- (1) For failure to comply with general rights of way and construction standards: \$500 per day;
- (2) For failure to comply with requirements of Section 9 for PEG obligations: \$250 per day;
- (3) For failure to restore damaged property: \$250 per day;
- (4) For failure to render payment for reimbursement of any franchise-required expenses, or failure to pay capital grants or expenditures, or liquidated damages: \$250 for each day each such payment is delayed;
- (5) For failure to file, obtain or maintain the required performance bond or other security instruments in a timely fashion: \$250 per day;

(6) For violation of technical standards established by the FCC or other lawful authority: \$150 per day for each day;

(7) For failure to pay franchise fees when due, or any other violation of a monetary obligation to the City, not otherwise itemized in this section 15.3(A): \$150 per day;

(8) For failure to provide complete and accurate information, reports, or filings lawfully required under this Agreement or applicable law: \$100 per day;

(9) For any other violations of this Agreement not itemized herein: \$75 per day.

In no event shall monetary damages be assessed for a period exceeding one hundred eighty (180) days.

(B) Any assessment hereunder shall not constitute a waiver by the City of any other right or remedy it may have under this Franchise or applicable law, including its right to recover from Grantee any additional rights or claims the City might have to damages, losses, costs and expenses.

(C) The City and the Grantee recognize the delays, expense and unique difficulties involved in proving in a legal proceeding the actual loss suffered by the City as a result of the Grantee's breach of this Franchise. Accordingly, after an evidentiary finding of a breach, instead of requiring such proof of a specific amount of damages, the City and the Grantee agree that the Grantee shall pay to the City the sums set forth above for each day that the Grantee shall be in breach of the specific provisions of this Franchise. Such amounts are agreed by both parties to be a reasonable estimate of the actual damages the City would suffer in the event of the Grantee's breach of such provisions of this Franchise, and are not intended as a penalty.

(D) The Grantee's maintenance of the Security required herein or by applicable code shall not be construed to excuse unfaithful performance by the Grantee of this Franchise; to limit the liability of the Grantee to the amount of the Security; or to otherwise limit the City's recourse to any other remedy available at law or equity.

15.4 Revocation

(A) In addition to all other rights and powers retained by the City, the City reserves the right to revoke and terminate this Franchise and all rights and privileges of the Grantee in the event of a substantial violation or breach of its terms and conditions, pursuant to subsection 15.5 and applicable law. A substantial violation or breach by the Grantee shall include, but shall not be limited to, any of the following acts or omissions:

(1) An uncured substantial violation of any material provision of this Franchise, or any material rule, order or regulation of the City made pursuant to its power to protect the public health, safety and welfare;

(2) An intentional evasion or knowing attempt to evade any material provision of this Franchise or the practice of any fraud or deceit upon the Cable System Subscribers or upon the City;

(3) Failure to provide the services as specified in this Franchise, or a reasonable substitute therefor;

(4) Any use or occupation of the Right of Way that presents a risk to public health or safety or the construction, installation, operation or maintenance of the Cable System in an unsafe or dangerous manner, and such use or occupation remains after demand for correction;

(5) Willful misrepresentation of material fact in the application for, or during negotiations relating to, this Franchise;

(6) A continuous and willful pattern of inadequate service or failure to respond to subscriber complaints that the City has found to be legitimate;

(B) None of the foregoing shall constitute a substantial violation or breach if the Grantee is without fault or if the violation or breach occurs as a result of circumstances beyond the Grantee's reasonable control. The Grantee shall bear the burden of proof in establishing the existence of such circumstances. However, the Grantee's substantial violation or breach shall not be excused by economic hardship nor by nonfeasance or malfeasance of its directors, officers, employees, agents or, contractors.

15.5 Revocation Procedures and Process

(A) This Franchise may be terminated in accordance with the following procedures:

(1) The City Manager, or other person designated by the City Manager, shall notify the Grantee in writing of the exact nature of the alleged substantial violation or breach constituting a ground for termination. Said notice shall provide that the Grantee shall have sixty (60) days from the date of receipt of the notice to correct and cure such alleged substantial violation or breach or to present facts and argument in refutation of the alleged substantial violation or breach.

(2) If the Grantee corrects any alleged substantial violation or breach within the sixty (60) day cure period, then in no event shall the violation be weighed against such Grantee in any subsequent review of Franchise performance.

(3) If the Grantee does not correct and cure the alleged substantial violation or breach within the sixty (60) day cure period then the City Council shall, within sixty (60) days of the last day of the sixty (60) cure period, conduct a public hearing to determine if the revocation and termination of the Franchise is warranted.

(4) At least twenty (20) days prior to the public hearing, the City shall issue a public hearing notice that shall provide the time, date and location of the hearing; provide that the City shall hear any persons interested therein; and provide that the Grantee shall be afforded fair opportunity for full participation, including the right to introduce evidence, to require the production of evidence, to be represented by counsel and to call and question witnesses.

(5) The City Council shall hear testimony, take evidence, hear oral argument and receive written briefs, if submitted in the discretion of the parties. The City Council shall keep a complete record of the public hearing including all exhibits introduced at the hearing and an electronic sound recording.

(6) Within thirty (30) days after the close of the record the City Council shall take final action which shall include a written decision containing findings of facts and the conclusions derived from those facts.

(B) If the action by the City Council will result in the revocation and termination of the Franchise, it shall adopt an ordinance which shall declare that the Franchise shall be revoked and terminated; any security fund or bonds are forfeited; and shall include findings of fact and conclusions derived from those facts which support the decision of the Council. The ordinance may by reference adopt some or all of the findings and conclusions of the City Council.

(C) The decision of the City Council shall be the final decision of the City and subject to applicable law, may be appealed by Grantee to a court of competent jurisdiction pursuant to Section 19.5.

15.6 Removal

(A) In the event of the termination, expiration, revocation or non-renewal of this Franchise, and after all appeals from any judicial determination are exhausted and final, the City may order the removal of the Cable System facilities from the Franchise Area at the Grantee's sole expense, within a reasonable period of time as determined by the City. In removing its plant, structures and equipment, the Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all Right-of-Way, public places and private property in as good a condition as that prevailing prior to the Grantee's removal of its equipment.

(B) If the Grantee fails to complete any required removal to the satisfaction of the City, the City may cause the work to be done, and the Grantee shall reimburse the City for the reasonable costs incurred within thirty (30) days after receipt of an itemized list of the City's expenses and costs, or the City may recover its expenses and costs from the security, or pursue any other judicial remedies for the collection thereof. Any expenses incurred in the collection by the City of such obligation shall be included in the monies due the City from the Grantee, including reasonable attorneys' fees, court expenses and expenses for work conducted by the City's staff or agents.

SECTION 16. ABANDONMENT

If the Grantee abandons its Cable System during the Franchise term, the provisions of this Franchise and the City Code shall apply and the City, at its option, may operate the Cable System, cause the Cable System to be removed pursuant to Section 15.6, or designate another entity to operate the Cable System temporarily until the Grantee restores service, or until the Franchise is revoked and a new Grantee is selected by the City. If the City designates another entity to operate the Cable System, the Grantee shall reimburse the City for all reasonable costs, expenses and damages incurred, including reasonable attorneys' fees, court expenses and attributed expenses for work conducted by the City's staff or authorized agents.

SECTION 17. FRANCHISE TRANSFER

17.1 Transfer of Ownership or Control

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

(B) The Grantee shall promptly notify the City of any actual or proposed sale, change in, transfer of, or acquisition by any other party of control of the Grantee. The word "control" as used herein is not limited to majority stock ownership but includes actual working control in whatever manner exercised. Every change, transfer or acquisition of control of the Grantee shall make this Franchise subject to cancellation unless and until the City shall have consented in writing thereto. Such consent shall not be deemed to waive any rights of the City to subsequently enforce noncompliance issues relating to this Franchise. Consent shall not be required for any transfer to an Affiliate of Grantee.

(C) The parties to the sale, transfer or change in control of the Cable System or the Grantee shall make a written request to the City for its approval of a sale or transfer or change in control and furnish all information required by law, and in accordance with this Franchise.

(D) In seeking the City's consent to any change in ownership or control, the proposed transferee or new controlling Person or entity shall indicate whether, as applicable, 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 it 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 the provision of Cable Services;

(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 or new controlling entity, along with any other data that the City may reasonably require related to the proposed transferee's financial status in accordance with applicable law; 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 proposed transferee or new controlling Person or entity shall additionally provide complete information, in a format acceptable to the City, regarding any potential impact of the transaction on Subscriber rates and service, as well as any other documentation reasonably related to the proposed transaction which, in the reasonable discretion of the City are necessary to understand the proposed transaction.

(F) The City shall act on the request within one hundred twenty (120) days of the request, provided it has received a complete application with all information required by FCC Form 394 and this Franchise. Subject to the foregoing, if the City fails to render a final decision on the request within one hundred twenty (120) days, such request shall be deemed granted unless the requesting party and the City agree to an extension of time.

(G) Within thirty (30) days of any transfer, sale or change in control, if approved or deemed granted by the City, Grantee shall file with the City a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer of ownership or change in control, certified and sworn to as correct by Grantee and the transferee or new controlling Person or entity. In case of a sale or transfer of ownership 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 this Franchise, subject to applicable law, and will file a written acceptance as required.

(H) In reviewing a request for sale or transfer, the City may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the City in so inquiring. The City may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate, provided, however, any such terms and conditions so attached shall be consistent with applicable federal law and reasonably related to the qualifications of the prospective controlling party or transferee to comply with this Franchise, and to the resolution of any outstanding and unresolved issues of noncompliance with this Franchise by Grantee.

(I) Notwithstanding anything to the contrary in this subsection, the prior approval of the City shall not be required for any sale, assignment or transfer of the Franchise or Cable

System to an Affiliate; provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by the City and must agree in writing to comply with all of the provisions of the Franchise. Further, Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of the City; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise.

(J) Approval of any transaction described in this Section 17 does not constitute a waiver or release of the rights of either the Grantee or the City under this Franchise or any applicable law, unless specifically identified in the resolution or ordinance approving the transaction.

SECTION 18. NOTICES

Throughout the term of this 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 to such respective address, and such notices shall be effective upon the date of mailing. At the effective date of this Franchise:

The Grantee's address shall be:

Comcast
8000 East Iliff Avenue
Denver, CO 80231
Attention: Government Affairs

With a copy to:

Comcast
1617 S. Acoma Street
Denver, CO 80223
Attention: General Manager

The City's address shall be:

City of Louisville
749 Main Street
Louisville, CO 80027
Attention: City Manager

With a copy to:

City of Louisville
749 Main Street
Louisville, CO 80027

Attention: City Attorney

SECTION 19. MISCELLANEOUS PROVISIONS

19.1 Cumulative Rights

Subject to applicable law, all rights and remedies given to the City by this Franchise or retained by the City herein shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to the City, at law or in equity, and such rights and remedies shall not be exclusive, but each and every right and remedy specifically given by this Franchise or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by the City and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

19.2 Costs to be Borne by the Grantee

The Grantee shall pay for all costs of publication of this Franchise and the ordinance necessary to its adoption.

19.3 Binding Effect

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

19.4 Authority to Amend

This Franchise may be amended at any time by written agreement between the parties.

19.5 Venue

The venue for any dispute related to this Franchise shall be in the United States District Court for the District of Colorado or in the Boulder County District Court in Boulder, Colorado.

19.6 Governing Law

This Franchise shall be governed in all respects by federal law, the laws of the State of Colorado and local laws.

19.7 Condemnation

This Franchise shall not limit any authority of the City in accordance with applicable law to condemn, in whole or in part, the Franchise and/or any other property of Grantee, provided that the Grantee shall receive whatever condemnation award the Grantee would normally be entitled to recover as a matter of applicable law.

19.8 Captions

The captions and headings of this Franchise are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of any provisions of this Franchise.

19.9 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 that would indicate any such relationship with the other.

19.10 Waiver

The failure of either party at any time to require performance by the other of any provision hereof shall in no way affect the right of the other party hereafter to enforce the same. Nor shall the waiver by either party 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.

19.11 Severability

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

19.12 Force Majeure

The Grantee shall not be held in default under, or in noncompliance with, the provisions of this Franchise, nor suffer any enforcement or imposition of damages relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control, including war or riots, civil disturbances, floods or other natural catastrophes, labor stoppages, slow downs, power outages exceeding back-up power supplies or work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Cable System is attached. If Grantee believes that its compliance with any term of this Franchise will be prevented or delayed by non-Normal Operating Conditions, to the extent Grantee has knowledge of such conditions in advance, Grantee shall, prior to the deadline for compliance, provide documentation as reasonably required by the City to substantiate the Grantee's claim. If Grantee has not yet cured the deficiency, Grantee shall also provide the City with its proposed plan for remediation, including the timing for such cure.

EXHIBIT A
(GMTC MEMBER LISTING)

Adams County	Federal Heights
Arapahoe County	City of Glendale
City of Arvada	Greenwood Village
City of Aurora	Jefferson County
City of Brighton	City of Lafayette
City/County of Broomfield	City of Lakewood
City of Castle Rock	City of Littleton
City of Centennial	Town of Lochbuie
Cherry Hills Village	City of Lone Tree
Columbine Valley	City of Louisville
Commerce City	City of Northglenn
City and County of Denver	Town of Parker
Douglas County	City of Sheridan
City of Edgewater	City of Thornton
City of Englewood	City of Westminster
Town of Erie	City of Wheat Ridge

EXHIBIT B
CUSTOMER SERVICE STANDARDS

(Section references are to codification in chapter 5.22 of municipal code)

- Sec. 5.22.010 Short title.
- Sec. 5.22.020 Purpose.
- Sec. 5.22.030 Policy for customer service standards.
- Sec. 5.22.040 Definitions.
- Sec. 5.22.050 Customer service.
- Sec. 5.22.060 Complaint procedure.
- Sec. 5.22.070 Miscellaneous.

Sec. 5.22.010 Short title. [omitted]

Sec. 5.22.020. Purpose.

A. The purpose of the customer service standards (the “Standards”) set forth in this chapter is to establish uniform requirements for the quality of service cable operators are expected to offer their customers in the metropolitan area. The Standards are subject to change from time to time.

B. The Franchising Authority encourages the Cable Operator to exceed these standards in their day-to-day operations and as such, understands that the Cable Operator may modify their operations in exceeding these standards.

C. The Standards incorporate the Customer Service Obligations published by the Federal Communications Commission (Section 76.309), April, 1993 and customer service standards of cable television service providers operating in the metro area.

D. The Standards require the cable operator to post a security fund or letter of credit ensuring Customer Service. The security fund is to be used when the cable company fails to respond to a citizen complaint that the franchising authority determines is valid, and to provide a mechanism by which to impose remedies for noncompliance. It is the sincere hope and intention of the Franchising Authority that the security fund will never need to be drawn upon; however, the Franchising Authority believes that some enforcement measures are necessary.

Sec. 5.22.030. Policy for customer service standards.

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

B. Where a given complaint is not addressed by the Cable Operator to the citizen’s satisfaction, the Franchising Authority should intervene. In addition, where a pattern of unremedied complaints or noncompliance with the Standards is identified, the Franchising

Authority should prescribe a cure and establish a reasonable deadline for implementation of the cure. If the noncompliance is not cured within established deadlines, monetary sanctions should be imposed to encourage compliance and deter future non-compliance.

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

D. These Standards supercede any contradictory or inconsistent provision in federal, state or local law, provided, however, that any provision in federal, state or local law, or in any original franchise agreement or renewal agreement, that imposes a higher obligation or requirement than is imposed by these Standards, shall not be considered contradictory or inconsistent with these Standards. In the event of a conflict between these Standards and a Franchise Agreement, the Franchise Agreement shall control.

E. These Standards apply to the provision of any Cable Service, provided by a Cable Operator over a Cable System, within the City of Louisville.

Sec. 5.22.040. Definitions.

When used in the Customer Service Standards (the "Standards") set forth in this chapter, 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.

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.

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. For purposes of this definition, "video programming" is programming provided by, or generally considered comparable to programming provided by a television broadcast station; and "other programming service" is information that a cable operator makes available to all subscribers generally.

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.

City shall mean the City of Louisville, Colorado.

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 means a complaint that is referred to a Cable Operator by the Franchising Authority.

Franchising Authority shall mean the City and/or the Greater Metro Telecommunications Consortium.

Greater Metro Telecommunications Consortium or GMTC shall mean a Colorado agency formed by intergovernmental agreement between its Members, local governmental subdivisions of the State of Colorado. The GMTC may be delegated the authority to enforce cable television franchises and cable system operations for its Member communities, and may administer any or all functions under these Standards.

Information Service shall mean the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.

Necessary shall mean required or indispensable.

Non-cable-related purpose means 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 shall be considered Non-cable-related purposes.

Normal business hours shall mean those hours during which 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/or some weekend hours.

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.

Personally Identifiable Information means specific information about a Customer, including, but not be limited to, a Customer's (a) login information, (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, (h) web browsing activities, or (i) any other personal or private information. "Personally Identifiable Information" shall not mean 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.

Any terms not specifically defined in these Standards shall be given their ordinary meaning, or where otherwise defined in applicable federal law, such terms shall be interpreted consistent with those definitions.

Sec. 5.22.050. Customer service.

A. Courtesy

Cable Operator employees, contractors and subcontractors shall be courteous, knowledgeable and helpful and shall provide effective and satisfactory service in all contacts with customers.

B. Accessibility

1. Within sixty (60) days of the effective date of these Standards, a Cable Operator shall provide customer service centers/business offices ("service centers") such that no customer shall be located further than ten (10) miles away from a service center. Except as otherwise approved by the Franchising Authority, all service centers shall be open during Normal Business Hours, and 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 requests. The Franchising Authority may approve alternatives for service centers offering lesser services or fewer hours at any site to which the public has general access. A Cable Operator shall post a sign at each service

center, advising customers of its hours of operation and of the addresses and telephone numbers at which to contact the Franchising Authority and the Cable Operator if the service center is not open at the times posted. A Cable Operator shall provide free exchanges of faulty equipment at the customer's address if the converter 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 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. A Cable Operator shall retain sufficient customer service representatives and telephone line capacity to ensure that telephone calls to service/repair and billing 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. These standards shall be met no less than ninety (90) percent of the time measured monthly.

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 monthly.

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, 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.

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.

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 customer will be contacted promptly. The appointment will be scheduled, as necessary at a time that is convenient to the customer.

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 and all 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 open to the Franchising Authority during normal business hours, and shall be retained by the Cable Operator for a period of at least three (3) years.

ii. A Cable Operator shall provide the Franchising Authority an executive summary monthly, which shall include information concerning customer complaints referred by the Franchising Authority to the Grantee and any other requirements of a Franchise Agreement but no personally identifiable information. 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 month and submitted to the Franchising Authority by the tenth (10th) day of the succeeding month. Complaints shall be broken out by the nature of the complaint and the type of Cable service subject to the complaint. A log of all service interruptions shall be maintained and provided to the Franchising Authority quarterly.

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 service interrupted. Such records shall be submitted to the Franchising Authority with the records identified in Subsection 5.22.050.C.3.c.ii, 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 repair the problem no later than the day following the customer call. If an appointment is necessary, the customer may choose a block of time described in Subsection 5.22.050.C.2.a. At the customer's request, the Cable Operator shall repair the problem at a later time convenient to the customer.

5. Problem Resolution

A Cable Operator's customer service representatives shall have the authority to provide credit for interrupted service or any of the other credits listed in Schedule A, 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. 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.

b. 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.

c. 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. Trees and shrubs 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 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.

c. Except in the case of an emergency involving public safety or service interruption to a large number of subscribers, 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. 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.

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. If damage is caused by any Cable Operator activity, the Cable Operator shall reimburse the property owner one hundred (100) percent of the cost of the damage or replace the damaged property. For the installation of pedestals or other major construction or installation projects, property owners shall also be notified by mail at least one week in advance.

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 TDD service with trained operators who can provide every type of assistance rendered by the Cable Operator's customer service representatives for any hearing-impaired customer at no charge.

3. A Cable Operator shall provide free use of a remote control unit to mobility-impaired (if disabled, in accordance with Subsection 5.22.050.D.4) customers.

4. Any customer with a disability may request the special services described above by providing a Cable Operator with a letter from the customer's physician stating the need, or by making the request to the Cable Operator's installer or service technician, where the need for the special services can be visually confirmed.

E. Customer Information

1. Upon installation, and at any time the customer may request, a Cable Operator shall provide the following information, in clear, concise written form (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, the FCC, and the Franchising Authority to whom the complaints should be addressed;

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;

i. 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 GMTC and the Franchising Authority, which shall include at a minimum, the URL address of a website containing these Standard in their entirety; provided however, that if the GMTC 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.

2. Copies of all notices provided to the customer shall be filed (by fax or email acceptable) concurrently with the Franchising Authority and the GMTC.

3. A Cable Operator shall provide customers with written notification of any change in rates, programming, or channel positions, at least thirty (30) days before the effective date of change.

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

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

F. Customer Privacy

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

2. Collection and Use of Personally Identifiable Information.

a. A Cable Operator shall not use the Cable System to collect, record, 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.

b. A Cable Operator shall take such actions as are necessary to prevent any Affiliate from using the facilities of the Cable Operator in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit an Affiliate unauthorized access to Personally Identifiable Information on equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by a Cable Operator) or on any of the facilities of the Cable Operator that are used in the provision of Cable Service. This Subsection 5.22.050.F.2.b. shall not be interpreted to prohibit an Affiliate from obtaining access to Personally Identifiable Information to the extent otherwise permitted by this Subsection -.050.F.

c. A Cable Operator shall take such actions as are reasonably necessary to prevent a person or entity (other than Affiliates) from using the facilities of the Cable Operator in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit such person or entity unauthorized access to Personally Identifiable Information on equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by a Cable Operator) or on any of the facilities of the Cable Operator that are used in the provision of Cable Service.

3. Disclosure of Personally Identifiable Information. A Cable Operator shall not disclose Personally Identifiable Information without the prior affirmative written or electronic consent of the Customer, except as follows:

a. A Cable Operator may disclose for a Non-cable-related purpose the name and address of a Customer subscribing to any general programming tiers of service and other categories of Cable and Other Service provided by the Cable Operator if the Cable Operator has provided the Customer the opportunity to prohibit or limit such disclosure in accordance with this Subsection 5.22.050.F and Section 631 of the Federal Communications Act, 47 U.S.C. Section 551, and such disclosure does not directly or indirectly disclose:

- i. A Customer's extent of viewing of a Cable Service provided by the Cable Operator;
- ii. The extent of any other use by a Customer of a Cable Service provided by the Cable Operator, including, but not limited to a disclosure of the particular viewing selections by a

person subscribing to a Cable Service; or

iii. The nature of any transactions made by a Customer over the Cable System of the Cable Operator.

iv. The nature of programming 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).

A minimum of thirty (30) days prior to making any disclosure of Personally Identifiable Information of any Customer as provided in this Subsection 5.22.050.F.3.a, the Cable Operator shall notify in writing the Franchising Authority the fact that Personally Identifiable Information will be disclosed and each Customer (that the Cable Operator intends to disclose information about) of the specific information that will be disclosed, to whom it will be disclosed, and notice of the Customer's right to prohibit the disclosure of such information for Non-cable related purposes. The notice to Customers may be included with or made a part of the Customer's monthly bill for Cable Service or may be made by separate mailed notice. Each time that this notice is given to a Customer, the Cable Operator also shall provide the Customer with an opportunity to prohibit the disclosure of information in the future. Such opportunity shall be given in one of the following forms: a postage paid, self-addressed post card provided by the Cable Operator; a box that may be checked by the Customer on the Customer's monthly bill for Cable Services; a toll-free number that the Customer may call; or such other equivalent methods as may be approved by the Franchising Authority.

Additionally, within forty-five (45) days after each disclosure of Personally Identifiable Information of any Customer as provided in this Subsection 5.22.050.F.3.a, the Cable Operator shall notify in writing the Franchising Authority the fact that Personally Identifiable Information was disclosed and each Customer (that the Cable Operator has disclosed information about) of the specific information that has been disclosed, to whom it has been disclosed, and notice of the Customer's right to prohibit the disclosure of such information for non-cable related purposes. The notice to Customers may be included with or made a part of the Customer's monthly bill for Cable Service or may be made by separate mailed notice. Each time that this notice is given to a Customer, the Cable Operator also shall provide the Customer with an opportunity to prohibit the disclosure of information in the future. Such opportunity shall be given in one of the following forms: a postage paid, self-addressed post card provided by the Cable Operator; a box that may be checked by the Customer on the Customer's monthly bill for Cable Services; a toll-free number that the Customer may call; or such other equivalent methods as may be approved by the Franchising Authority.

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 federal law, a Cable Operator may disclose Personally Identifiable Information pursuant to a subpoena or court order authorizing such disclosure.

4. Access to Information. Any Personally Identifiable Information collected and maintained by a Cable Operator shall be made available for Customer examination within thirty (30) days of receiving a request by a Customer to examine such information at the local offices of the Cable Operator or other convenient place within the City designated by the Cable Operator. Upon a reasonable showing by the Customer that the information is inaccurate, a Cable Operator shall correct such information.

5. Privacy Notice to Customers

a. A Cable Operator shall annually mail 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 and be printed in ten-point type or larger.

b. In the statement required by Subsection 5.22.050.F.5.a, a Cable Operator shall state substantially the following 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 a subpoena or court order authorizing such disclosure;, but only to the extent authorized by applicable federal law.

ii. Disclosure of the name and address of a Customer 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 sites 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)."

The notice shall also inform the Customers of their right to prohibit the disclosure of their names and addresses in accordance with Subsection 5.22.050.F.5.b for non-cable related purposes. This opportunity will be presented in the form of a toll-free telephone number and/or a postage paid, self-addressed post card, provided by the Cable Operator with the privacy notice or other manner acceptable to the Franchising Authority. If a Customer exercises his or her right to prohibit the disclosure of name and address as provided in Subsection 5.22.050.F.3.a or this Subsection, such prohibition against disclosure shall remain in effect permanently, unless the Customer subsequently notifies the Cable Operator in writing that he or she wishes to permit the Cable Operator to disclose his/her name and address.

6. Privacy Reporting Requirements. The Cable Operator shall include in its regular periodic reports to the Franchising Authority required by its Franchise Agreement information summarizing:

a. The type of Personally Identifiable Information that was actually collected or disclosed by Cable Operator during the reporting period;

b. For each type of Personally Identifiable Information collected or disclosed, a statement sufficient to demonstrate that the Personally Identifiable Information collected or disclosed was: (A) collected or disclosed only 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 only to the extent Necessary to detect unauthorized reception of cable communications; (C) disclosed pursuant to a subpoena or valid court order or to a governmental entity to the extent required by federal law; (D) names and addresses disclosed in compliance with Subsection 5.22.050.F.6.a of this Section; or (E) a disclosure of personally identifiable information of particular subscribers, but only to the extent affirmatively consented to by such subscribers in writing or electronically.

c. The names of all 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 if such disclosure would be inconsistent with applicable federal law;

d. The measures that have been taken, or could be taken, to prevent the unauthorized access to Personally Identifiable Information by a person other than the Customer or the Cable Operator. A Cable operator shall meet with Franchising Authority if requested to discuss technology used to prohibit unauthorized access to Personally Identifiable Information by any means.

7. Nothing in this Subsection 5.22.050.F shall be construed to prevent the Franchising Authority from obtaining Personally Identifiable Information to the extent not prohibited by Section 631 of the Communications Act, 47 U.S.C. Section 551.

8. Any aggrieved person may commence a civil action for damages for invasion of privacy against any Cable Operator.

9. Destruction of Personally Identifiable Information. A Cable Operator shall destroy, within ninety (90) days, any Personally Identifiable Information if the Personally Identifiable 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 Personally Identifiable Information under Subsection 5.22.050.F.3, pursuant to a court order, or pursuant to Section 631 of the Communications Act, 47 U.S.C. Section 551.

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. Satisfaction Guaranteed

A Cable Operator shall guarantee customer satisfaction for every customer who requests new installation of Cable Service or adds any additional service to the customer's subscription. Any such customer who requests disconnection of such service within 30 days from its date of activation shall receive a credit to his/her account in the amount of one month's subscription charge for the service that has been disconnected.

Sec. 5.22.060. Complaint procedure.

A. Complaints to a Cable Operator

1. A Cable Operator shall establish written procedures for receiving, acting upon, and resolving customer complaints, and crediting customer accounts and shall have such procedures printed and disseminated at the Cable Operator's sole expense, consistent with subsection 5.22.050.E.1.e of these Standards.

2. Said written procedures shall prescribe a simple manner in which any customer may submit a complaint by telephone 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.

3. At the conclusion of the Cable Operator's investigation of a customer complaint, but in no more than ten (10) calendar days after receiving the complaint, the Cable Operator shall notify the customer of the results of its investigation and its proposed action or credit.

4. A Cable Operator shall also notify the customer of the customer's right to file a complaint with the Franchising Authority in the event the customer is dissatisfied with the Cable Operator's decision, and shall thoroughly explain the necessary procedures for filing such complaint with the Franchising Authority.

5. A Cable Operator shall immediately report all customer Escalated complaints that it does not find valid to the Franchising Authority.

6. A Cable Operator's complaint procedures shall be filed with and approved by the Franchising Authority prior to implementation.

B. 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 effective date of these Standards or the effective date of any franchise granted by the Franchising Authority, whichever occurs first, a Cable Operator shall deposit with an escrow agent approved by the Franchising Authority one hundred thousand

dollars (\$100,000) 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. Such amount may, with the approval of the Franchising Authority, be posted jointly for more than one member of the GMTC, and may be administered, and drawn upon, jointly by the GMTC or drawn upon individually by each member.

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 one hundred thousand dollars (\$100,000), or such lesser amount accepted by the Franchising Authority, even if amounts are withdrawn pursuant to any provision of these Standards.

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.

C. 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.

8. If the Franchising Authority determines that the customer's complaint is valid and that the Cable Operator did not provide the complaining customer with the proper solution and/or credit, the Franchising Authority may reverse any decision of the Cable Operator in the matter and/or require the Cable Operator to grant a specific solution as determined by the Franchising Authority in its sole discretion, and/or any credit provided for in these Standards; or the Franchising Authority may provide the customer with the amount of the credit by means of a withdrawal from the Security Fund.

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. Overall Quality of Service

The Franchising Authority may evaluate the overall quality of customer service provided by a Cable Operator to customers:

a. In conjunction with any performance review provided for in the franchise agreement; and

b. At any other time, at its sole discretion, based on the number of customer complaints received by a Cable Operator and the Franchising Authority, and the Cable Operator's response to those complaints.

F. Procedure for Remediating Violations

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

2. Following the procedures set forth in any Franchise Agreement governing the manner to address alleged Franchise violations, if the Franchising Authority determines in its sole

discretion that the noncompliance has been substantiated, in addition to any remedies that may be provided in the Franchise Agreement, the Franchising Authority may:

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

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

c. Withhold licenses and permits for work by the Cable Operator or its subcontractors in accordance with applicable law.

Sec. 5.22.070. Miscellaneous.

A. Severability

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

B. Non-Waiver

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