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*Town Council Packet*  
*November 24, 2020 @ 7:00pm*



# 1 – Agenda



## GUIDELINES FOR PUBLIC INPUT

***Public Input is a vital and important portion of every meeting and will be permitted throughout the meeting, but according to the following guidelines:***

- a. Public input is allowed during the Agenda identified **Public Input** and **Public Hearing** portion of the meeting.
  - i. If you would like to address the meeting during the appropriate times, please raise your hand and when called upon you will be asked to come to the podium. ***Announce your name*** so that your statements can be adequately captured in the meeting minutes.
  - ii. ***Please keep your comments to 3-5 minutes*** as others may want to participate throughout the meeting and to insure that the subject does not drift.
- b. Throughout the meeting agenda calls for public input will be made, generally pertaining to specific action items. Please follow the same format as above.
- c. At the conclusion of the meeting, if the meeting chair believes additional public comment is necessary, the floor will be open.

We hope that this guideline will improve the effectiveness and order of the Town's Public Meetings. It is the intent of your publicly elected officials to stay open to your feelings on a variety of issues.

Thank you, Rangely Mayor

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# Town of Rangely

November 24, 2020 - 7:00pm

## *Agenda*

### *Rangely Board of Trustees (Town Council)*

**ANDY SHAFFER, MAYOR**

**TREY ROBIE, MAYOR PROTEM**

**RICH GARNER, TRUSTEE**

**LUKE GEER, TRUSTEE**

**TIM WEBBER, TRUSTEE**

**ALISA GRANGER, TRUSTEE**

**KEELY ELLIS, TRUSTEE**

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**1. Call to Order**

**2. Roll Call**

**3. Invocation**

**4. Pledge of Allegiance**

**5. Minutes of Meeting**

*a. Discussion and Action to approve the minutes of November 10, 2020*

**6. Petitions and Public Input**

**7. Changes to the Agenda**

**8. Public Hearings - 7:10pm**

- a. Public hearing for the Second and Final reading of Ordinance 692 an Ordinance repealing and reenacting section 10.14.030 of the Rangely Municipal Code, clarifying and amending applicable sections, providing for operator certification by the Chief of Police and providing new provisions requiring that protective helmets be worn by off-highway vehicle operators under the age of eighteen and allowing the operation of golf carts on all roads within the Town Limits*
- b. Public hearing for the Second and Final reading of Ordinance 693 an Ordinance amending Sections (A) 13.04.050, 13.04.130 & 13.04.140 and (B) 13.08.040, 13.08.050, 13.08.060, 13.08.070 & 13.08.120 and (C) 13.12.130 & 13.12.170 of the Rangely Municipal Code to increase the Water, Gas and Sewer Rates and the Capital Investment Fees to provide sufficient revenues to Maintain the Balance of the Water, Gas and Wastewater Enterprise Funds.*

**9. Committee/Board Meetings**

**10. Council Reports**

**11. Supervisor Reports – See Attached**

**12. Reports from Officers – Town Manager Update**

### **13. Old Business**

### **14. New Business**

- a. Discussion and action to approve the October 2020 Financial Statement*
- b. Discussion and action to approve the Charter (Spectrum Pacific West, LLC) Franchise Agreement*

### **15. Informational Items**

- a. Shop N Dine 2020*
- b. Colorado Amends Public Health Order and updates capacity restrictions/levels*

### **16. Board Vacancies**

- a. Planning and Zoning Board Vacancy*
- b. RDA/RDC Board Vacancy*

### **17. Scheduled Announcements**

- a. Community Outreach meeting is cancelled for November 2020 at 6:00 pm*
- b. Rangely District Library Board meeting is scheduled for Nov 9, 2020 at 5:00 pm*
- c. Western Rio Blanco Park & Recreation District Board meeting is scheduled for Nov 9, 2020 at 7:00 pm*
- d. Giant Step Preschool Board meeting is scheduled for Nov 12, 2020 at 6:00 pm*
- e. Rural Fire Protection District Board meeting is scheduled for Nov 16, 2020 at 7:00 pm*
- f. Rio Blanco County Commissioners Board meeting is scheduled for Nov 17, 2020 at 11:00 am*
- g. Rangely Junior College District Board meeting is scheduled for Nov 17, 2020 at 12:00 noon*
- h. Rangely School District Board meeting has been scheduled for Nov 17, 2020 at 6:15 pm*
- i. RDA/RDC Board meeting scheduled for Nov 19, 2020 at 7:30 am*
- j. Rangely Chamber of Commerce Board meeting is scheduled for Nov 19, 2020 at 12:00 noon*
- k. Rio Blanco Water Conservancy District Board meeting is scheduled for Nov 25, 2020 at 6:00 pm*
- l. Rangely District Hospital board meeting is scheduled for Dec 10, 2020 at 6:00 pm*

### **18. Adjournment**

## 5 – Minutes

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# Town of Rangely

November 10, 2020 - 7:00pm

## *Minutes*

### *Rangely Board of Trustees (Town Council)*

**ANDY SHAFFER, MAYOR**

**TREY ROBIE, MAYOR PROTEM**

**RICH GARNER, TRUSTEE**

**LUKE GEER, TRUSTEE**

**TIM WEBBER, TRUSTEE**

**ALISA GRANGER, TRUSTEE**

**KEELY ELLIS, TRUSTEE**

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1. **Call to Order** – 7:00pm
2. **Roll Call** – Andy Shaffer, Rich Garner, Luke Geer, Tim Webber, Alisa Granger, Keely Ellis present. Trey Robie absent.
3. **Invocation** – Led by Tim Webber
4. **Pledge of Allegiance** – Led by Lisa Piering
5. **Minutes of Meeting**
  - a. *Discussion and Action to approve the minutes of October 27, 2020* – **Motion made by Luke Geer to approve the minutes of October 27, 2020, second by Alisa Granger. Motion passed**
6. **Petitions and Public Input** - None
7. **Changes to the Agenda** – Strike item 14c under New Business
8. **Public Hearings - 7:10pm** – N/A
9. **Committee/Board Meetings** – There was no Community Outreach Meeting Scheduled this month.
10. **Council Reports** - None
11. **Supervisor Reports – See Attached**
  - a. *Jeff LeBleu* – Jeff reported to the council that in mid-October asphalt patches were completed. Jeff stated that they have been busy with locates. Public Works crew hauled sand to get ready for the winter months of snow plowing. Continually doing vehicle and equipment maintenance. Cleaning up the shop and winterizing vehicles. Jeff said that on a side note not regarding to the Town, that the Charity Ball that the Elks puts on every year has been postponed.
12. **Reports from Officers – Town Manager Update** – Lisa updated the council on department on goings. Kelli completed the PUC audit via zoom and is waiting on the report. She will also be completing safety training. Don and his crew are finishing up the last bit of the water line project. Jeannie has many projects going. Jeannie and the Main Street board had meetings the last two days regarding how to 'Brand' your Main Street program. This was provided to the Rangely Main Street board via grant that was obtained. Lisa stated that there will be a few changes to the budget and will be presented to the council soon. COVID number updates provided by Rio Blanco Public Health stating that there are 16 active cases in the county. CNCC has decided that after Thanksgiving break, students will go to remote

learning and will hope to be able to return in person after the first of the year. Business over Breakfast will be Thursday, November 12<sup>th</sup> with the Rec. Center presenting. Lisa informed the council that the police department is two officers down, one due to some health issues that has the employee on short term disability and the other officer is out due to a Workers Comp injury. Officer Block turned in his resignation. Lisa also stated that the meeting was going live on You Tube for the first time.

### 13. Old Business

### 14. New Business

- a. *Discussion and action to approve the October 2020 Check Register* – There were some checks to some local businesses that are part of the Care’s Act Funding. **Motion made by Rich Garner to approve the October 2020 Check Register, second by Keely Ellis. Motion passes**
- b. *Discussion and action to approve The Liquor License renewal for BPOE Elks Lodge 1907* – **Motion made by Tim Webber to approve The Liquor License renewal for BPOE Elks Lodge 1907, second by Luke Geer. Motion passed**
- c. ~~*Discussion and action to approve a Special Event Permit for the BPOE Elks Lodge Charity Ball on November 21, 2020*~~
- d. *Discussion and action to approve an Agreement between Chevron USA Inc and the Town of Rangely addressing a consecutive Public Water System* – Negotiation with Chevron have been going on for 6-7 months. In 2015/2016 Chevron added to their own water line but they are having a difficult time trying to keep the water potable. With this agreement our operators will help them keep it potable. Chevron will be paying for the operator’s time and the testing of the water. The master meter is at the CO2 plant. **Motion made by Luke Geer to approve and Agreement between Chevron USA Inc and the Town of Rangely addressing a consecutive Public Water System, second by Alisa Granger. Motion passed**
- e. *Discussion and Action to approve an MOU between the Town of Rangely and the White River Partnership to work together to develop and implement a comprehensive approach toward the conservation of a healthy riparian ecosystem for the White River and tributaries in both Colorado and Utah* – MOU entails a huge group and has no promise of funding from us. This is to ensure that the ecosystem is taken care of. Partnership with would be beneficial. **Motion made by Tim Webber to approve the MOU between the Town of Rangely and the White River Partnership to work together to develop and implement a comprehensive approach toward the conservation of a healthy riparian ecosystem for the White River and tributaries in both Colorado and Utah, second by Alisa Granger. Motion passed**

### 15. Informational Items

- a. *White River & Douglas Creek Conservation Districts Newsletter*
- b. *Colorado COVID19 capacity level restrictions*

### 16. Board Vacancies

- a. *Planning and Zoning Board Vacancy*
- b. *RDA/RDC Board Vacancy*

### 17. Scheduled Announcements

- a. *Community Outreach meeting is cancelled for November 2020 at 6:00 pm*
- b. *Rangely District Library Board meeting is scheduled for Nov 9, 2020 at 5:00 pm*
- c. *Western Rio Blanco Park & Recreation District Board meeting is scheduled for Nov 9, 2020 at 7:00 pm*
- d. *Giant Step Preschool Board meeting is scheduled for Nov 12, 2020 at 6:00 pm*
- e. *Rural Fire Protection District Board meeting is scheduled for Nov 16, 2020 at 7:00 pm*
- f. *Rio Blanco County Commissioners Board meeting is scheduled for Nov 17, 2020 at 11:00 am*
- g. *Rangely Junior College District Board meeting is scheduled for Nov 17, 2020 at 12:00 noon*
- h. *Rangely School District Board meeting has been scheduled for Nov 17, 2020 at 6:15 pm*
- i. *RDA/RDC Board meeting scheduled for Nov 19, 2020 at 7:30 am*
- j. *Rangely Chamber of Commerce Board meeting is scheduled for Nov 19, 2020 at 12:00 noon*

- k. Rio Blanco Water Conservancy District Board meeting is scheduled for Nov 25, 2020 at 6:00 pm*
- l. Rangely District Hospital board meeting is scheduled for Nov 26, 2020 at 6:00 pm*

**18. Adjournment – 7:30pm**

*ATTEST:*

*RANGELY TOWN COUNCIL*

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*Marybel Cox, Clerk*

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*Andy Shaffer, Mayor*



## 6 - Petitions & Public Input

## 8 – Public Hearings



## **Ordinance 692 (2020)**

**AN ORDINANCE REPEALING AND REENACTING SECTION 10.14.030 OF THE RANGELY MUNICIPAL CODE, CLARIFYING AND AMENDING APPLICABLE SECTIONS, PROVIDING FOR OPERATOR CERTIFICATION BY THE CHIEF OF POLICE AND PROVIDING NEW PROVISIONS REQUIRING THAT PROTECTIVE HELMETS BE WORN BY OFF-HIGHWAY VEHICLE OPERATORS UNDER THE AGE OF EIGHTEEN AND ALLOWING THE OPERATION OF GOLF CARTS ON ALL ROADS WITHIN THE TOWN LIMITS.**

**WHEREAS**, the Board of Trustees of the Town of Rangely (“Council”) at its meeting on June 22, 2020 determined to schedule a public hearing to obtain public input concerning changes to Section 10.14.030 of the Rangely Municipal Code (“Code”), clarifying and amending existing provisions and adding requiring the use of protective helmets by underage operators (and their passengers) of off-highway vehicles (“OHV”)s within the Town of Rangely; and

**WHEREAS**, public hearings were held on October 27, 2020 and November 24, 2020 by the Council at the Rangely Town Hall with public notice thereof having been given in the Rio Blanco Herald Times newspaper on October 22, 2020 and November 19, 2020; and

**WHEREAS**, the Council has duly considered the input given at such hearings by the public; and,

**WHEREAS**, the Council desires to make clear that golf carts are allowed to be operated within the Town limits but only if the operator of the golf cart is ten or more years old, and that operators of golf carts are not required to wear helmets; and

**WHEREAS**, based on the testimony received, the advice of Town staff and the experience of members of the Council, the Council

**FINDS AND DETERMINES** that it is in the best interests of the citizens, especially the minor citizens, of the Town that the following ordinance provisions be adopted, and that the facts contained below justify and mandate that changes be made to the applicable provisions of Town’s Municipal Code (“Code”), and that the wearing of helmets for minor operators and passengers are necessary, to wit:

1. Certain minor operators of off-highway vehicles should wear safety helmets while operating off-highway vehicles within the Town limits, as authorized by C.R.S. §42-4-1502.
2. The residents and citizens of the Town have had adequate opportunity to provide input, as required by law.
3. Protection of minor operators (and their passengers) of off-highway vehicles within the Town is in the best interests of the public health, safety, and welfare of the Town and citizens of the Town of Rangely.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF RANGELY, COLORADO:**

- A. If any part of this ordinance is invalidated for any reason, it shall not affect the validity of the remaining portions of this ordinance.
- B. This ordinance shall be effective thirty (30) days after publication following final passage.
- C. Section 10.14.030 of the Code is hereby amended so that it shall read in its entirety as follows:

**10.14.030 Operation of Off-Highway Vehicles**

1. No person under the age of ten (10) years may operate an off-highway vehicle (which includes what are commonly termed “side-by-side” vehicles) (OHV) on the public streets, roads, and alleys of the Town as designated in Section 10.14.020 above, unless the person is accompanied by and under the immediate supervision of a guardian who is sixteen (16) years of age or older. The phrase “under immediate supervision” shall mean that, at a minimum, the operator who is under the age of sixteen (16) is within close proximity of the guardian. For this section, “guardian” means a parent or sibling of the minor operator or another responsible person who is sixteen (16) years or older. For this section, “minor operator” is an operator of an OHV who is under the age of sixteen (16).
2. A person under the age of sixteen (16) years who operates an off-highway vehicle (as defined in section 10.14.020) shall:
  - a. Be physically able to place both feet firmly on the footrests.
  - b. Be physically able to reach fingers comfortably around the handlebars and brake levers even when the handlebars are turned.
  - c. Be physically able to stand with knees bent with at least two (2) inches space between their seat and the OHV seat.
  - d. Be physically able to easily reach the foot controls; and
  - e. Have sufficient strength and familiarity to operate the OHV controls and meet the following requirements:
    - I. Squeeze the hand and foot brakes to safely slow and stop the OHV.
    - II. Operate the shift lever.
    - III. Set and release the parking brake.
    - IV. Press the brake(s) with sufficient pressure on an incline and decline to stop and hold the OHV in place.
    - V. Operate the OHV controls without looking at them; and

- VI. Be able to demonstrate hand signals for stopping and turning.
3. The Chief of Police of the Town shall provide for one or more Colorado peace officers to train and or instruct minor operators of OHVs in a safety education and familiarization program (“SEFP”) approved by the Chief. No minor operator shall operate an OHV within the Town limits unless such minor operator has obtained a certificate issued or authorized by the Chief of Police after the minor operator has successfully completed the SEFP.
  4. It is a violation of this section 10.14.030 if a person operates an OHV on a road, roadway, or alley within the limits of the Town while carrying any person or riding in any position that may reasonably interfere with the operation or control of the OHV or with the view of the operator.
  5. Nothing in this section 10.14.030 shall be construed to authorize a violation of any provision of the Code or of any statute of the State of Colorado or of the Model Traffic Code that is in effect in the Town of Rangely.
  6. It is a violation of this section 10.14.030:
    - a. For any operator of an OHV within the limits of the Town of Rangely to exceed a speed of fifteen (15) miles per hour.
    - b. For any person under the age of eighteen (18) years to operate an OHV within the limits of the Town unless such operator and each passenger who is under the age of eighteen (18) is wearing a properly fitted and fastened United States Department of Transportation safety-rated protective headgear designed for motorized vehicle use. For this section “properly fitted and fastened” means worn in a manner recommended by the manufacturer of the helmet.
    - c. For the operator of an OHV to carry a passenger unless the passenger is seated as designed and recommended by the manufacturer.
  7. Whip flags are recommended to be attached to an OHV operated by a person under the age of sixteen (16) years.
  8. OHVs may be operated during all hours of the day.
  9. Golf carts are not included in the definition of “OHV” for this ordinance; however, it is a violation of this section 10.14.030 for any person under the age of ten (10) to operate a golf cart within the Town limits. Helmets are not required for operators of golf carts.

**-End of text of Ordinance-**

The Town Council deems it appropriate to publish the title of this ordinance which summarizes the ordinance and hereby gives notice that the entire text is available for public inspection and acquisition in the office of the Town Clerk.

READ, APPROVED AND ORDERED PUBLISHED ON FIRST READING AT ITS REGULAR MEETING THIS 27TH DAY OF OCTOBER 2020 BY THE TOWN COUNCIL OF THE TOWN OF RANGELY, COLORADO.

\_\_\_\_\_  
Andy Shaffer, Mayor

Attest:

\_\_\_\_\_  
Marybel Cox, Town Clerk

PASSED, APPROVED AND ADOPTED ON SECOND READING AFTER PUBLIC HEARING AT ITS REGULAR MEETING THIS 24TH DAY OF NOVEMBER 2020, BY THE TOWN COUNCIL OF THE TOWN OF RANGELY, COLORADO.

\_\_\_\_\_  
Andy Shaffer, Mayor

Attest:

\_\_\_\_\_  
Marybel Cox, Town Clerk



## Ordinance 693 (2020)

AN ORDINANCE AMENDING SECTIONS (A) 13.04.050, 13.04.130 & 13.04.140, AND (B) 13.08.040, 13.08.050, 13.08.060, 13.08.070, & 13.08.120 AND (C) 13.12.130 & 13.12.170 OF THE RANGELY MUNICIPAL CODE TO INCREASE THE WATER, GAS AND WASTEWATER RATES AND CAPITAL INVESTMENT FEES TO PROVIDE SUFFICIENT REVENUES TO MAINTAIN THE BALANCES OF THE WATER, GAS AND WASTEWATER ENTERPRISE FUNDS.

WHEREAS, the Town Council has determined that an incremental increase in a portion of the user fees for the water, gas and wastewater enterprises and Capital Investment fees are necessary in order to keep up with inflationary pressures, qualification for grants and to maintain the economic health of the enterprise funds;

WHEREAS, the Town Council determines that is in the best interest of the Town of Rangely and necessary for the preservation of the general welfare of the people of the Town of Rangely to maintain the economic health of the water, gas and wastewater enterprises.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL FOR THE TOWN OF RANGELY, COLORADO:

### A. 13.04 Water

**Section 1. Water Rate Schedule.** Section 13.04.050 (B) is hereby amended to read as shown under “New Revised Language,” as follows:

#### 13.04.050 Tapping and plant investment fees

CURRENT LANGUAGE: (B) Within Town limits a plant investment fee shall be paid to the Town prior to the issuance of any certificate of occupancy for new buildings or structures or expanse of existing buildings or structures. Expansion shall not only mean physical expansion of a building or structure but also be calculated at a rate of seven hundred dollars (\$700) per swelling unit or non-residential unit

NEW REVISED LANGUAGE: (B) Within Town limits a plant investment fee shall be paid to the Town prior to the issuance of any certificate of occupancy for each new building or structure and for the expansion of any existing building or structure. Expansion shall not only mean physical expansion of a building or structure but also includes the requirement that a plant investment be paid per each new single-family dwelling or single non-residential unit, single

business, whether a dwelling or a or non-residential unit, with the fee set at a rate of One thousand five hundred dollars (\$1,500) per each new dwelling or non-residential unit.

**Section 2. Water Rate Schedule.** Section 13.04.050 (D) is hereby amended to read as shown under “New Revised Language,” as follows:

CURRENT LANGUAGE: (D) Tap Fees and plant investment fees outside Town limits shall be twice those charged within Town limits except that in-Town fees shall apply when a owner of property to be served has submitted a petition for annexation as provided in Section 13.04.070 Services outside Town limits of this Chapter. If no such petition is submitted, the Town makes the tap and actual costs exceed the sum of eight hundred dollars (\$800), the applicant shall pay such excess costs before the water is turned on

NEW REVISED LANGUAGE: : (D) Tap Fees and plant investment fees outside Town limits shall be twice those charged within Town limits except that in-Town fees shall apply when a owner of property to be served has submitted a petition for annexation as provided in Section 13.04.070 Services outside Town limits of this Chapter. If no such petition is submitted, and the Town makes the tap and actual costs exceed the sum of Three thousand dollars (\$3,000), the petitioner shall pay the required tap fee(s) plus such excess costs before the water is turned on.

**Section 3. Water Rate Schedule.** Section 13.04.130 (A) is hereby amended to read as shown under “New Revised Language,” as follows:

**13.04.130 Rates – Bills – Penalty for Nonpayment**

CURRENT LANGUAGE: (A) In-Town Rates: All users of the municipal water system within the Town Limits shall be billed a service charge of fourteen dollars seventy cents (\$14.00) per month for each commercial building, church, dwelling unit or other use, and Three dollars and forty-five cents (\$3.45) per month for each one thousand (1000) gallons or portion thereof metered. The service charge shall be applied to each dwelling unit, whether or not such unit or units are served by individual meters or master meters.

NEW REVISED LANGUAGE: (A) In-Town Rates. All users of the municipal water system within the Town of Rangely shall be billed and shall pay a base monthly service charge of seventeen dollars (\$17.00) for each commercial building, church, dwelling unit and other use, plus three dollars and ninety-five cents (\$3.95) per one thousand (1000) gallons or portion thereof metered. The service charge shall be applied to each dwelling unit unless otherwise noted, whether or not such unit or units are served by individual meters or master meters.

Customers designated as Commercial shall be billed and shall pay a monthly base service charge as determined by the meter size shown in **TABLE 1** below and Three dollars and ninety-five cents (\$3.95) per month for each thousand gallons or portion thereof metered.



**TABLE 1 - Tiered Rates for In-Town and Out-of-Town COMMERCIAL WATER METER SIZES:**

Meter Size	5/8"-3/4"	1.0"	1.5"	2.0"	3.0"	4.0"	6.0"	8.0"
Ratio to 5/8"	1	2	4.4	6.9	14.8	25.9	59.5	102.7
Flow GPM	18.5	37	81	127	273	480	1100	1900
In-Town Base Rate Rounded	\$17.00	\$23.00	\$38.00	\$47.00	\$75.00	\$98.00	\$156.00	\$169.00
Out-of-Town Base Rate	\$24.00	\$33.00	\$55.00	\$68.00	\$111.00	\$145.00	\$232.00	\$251.00
Rate/1000 Gal In-Town	\$3.95	\$3.95	\$3.95	\$3.95	\$3.95	\$3.95	\$3.95	\$3.95
Rate/1000 Gal Out-Town	\$7.35	\$7.35	\$7.35	\$7.35	\$7.35	\$7.35	\$7.35	\$7.35

Customers designated as Commercial, Master Metered RV Parks and Mobile Home Parks shall also be billed and shall pay a base monthly service charge of one dollar and five cents (\$1.05) per RV Unit Space plus a base monthly service charge of seventeen dollars (\$17.00) for each manufactured (or mobile) home set in the Park. Unit configuration in each Park will be updated as necessary to reflect RV Unit Spaces vs. Mobile Home Unit Spaces and the Town shall bill and the owner shall pay each month according to the proper assignment of each space in the park. It is the responsibility of the RV/Mobile Home Park Owner or designee to provide current and accurate space assignment information directly to the Town's Utility Clerk and/or Utilities Department in order to prepare an accurate monthly billing. These additional service charges shall be applied to each dwelling unit unless otherwise noted, whether or not such unit or units are served by individual meters or master meters.

**Section 3. Water Rate Schedule.** Section 13.04.130 (B) is hereby amended to read as shown under "New Revised Language," as follows:

**13.04.130 Rates – Bills – Penalty for Nonpayment**

CURRENT LANGUAGE: (B) Out-of-Town Rates: All users of the municipal water system outside the Town Limits shall be billed a base monthly service charge for each commercial building, church, dwelling unit and other use, and Six dollars and Eighty-Five cents (\$6.85) per month for each one thousand (1000) gallons or portion thereof metered except that in-town rates shall apply where an owner of property to be served has submitted a petition for annexation as provided in Section 13.04.070 Services outside the Town Limits of this Chapter.

NEW REVISED LANGUAGE: (B) Out-of-Town Rates. All users of the municipal water system outside the Town of Rangely shall be billed and shall pay a base monthly service charge for each commercial building, church, dwelling unit or other use, and seven dollars and thirty-five cents (\$7.35) per one thousand (1000) gallons or portion thereof metered. Non-Commercial Dwelling Units, Churches and Other Uses will incur a base service charge for their water service and meter in the amount of twenty-four dollars (\$24.00) per month. Each customer designated Commercial shall be billed and shall pay a monthly service charge based on the meter size

shown in the **TABLE 1** above plus seven dollars and thirty-five cents (\$7.35) per month for each one thousand (1000) gallons or portion thereof metered. In-Town Rates shall apply where an owner of property to be served has submitted a petition for annexation as provided in Section 13.04.070 Services outside the Town Limits of this Chapter.

**Section 4. Water Rate Schedule.** Section 13.04.130 (C) is hereby amended to read as shown under “New Revised Language,” as follows:

**13.04.130 Rates – Bills – Penalty for Nonpayment**

CURRENT LANGUAGE: (C) Bulk Rates. Each bulk tank user purchasing treated water shall be billed at the rate of Seven dollars and eleven cents (\$7.11) per month for each one thousand (1,000) gallons or portion thereof

REVISED LANGUAGE: (C) Bulk Rates. Each bulk tank user purchasing treated water shall be billed at the rate of Seven dollars and sixty-one cents (\$7.61) per month for each one thousand (1,000) gallons or portion thereof

**Section 5. Water Deposits.** Section 13.04.140 is hereby amended to read as shown under “New Revised Language,” as follows:

**13.04.140 Rates – Bills – Penalty for Nonpayment**

CURRENT LANGUAGE: The Town shall require as a condition of provision providing water, gas, and/or wastewater service, either singly or in any combination, a cash deposit of one hundred dollars (\$100) as security for billing rendered. For the time the deposit is with the Town and the utility connection maintained, interest will be allowed the depositor as determined by the Colorado Public Utilities Commission for customer utility deposits, or in the absence of such determination, by the Town manager and based on the average interest earnings obtained by the Town on its investments. If over any period of twenty-four (24) consecutive months a review of the customer’s account shows that no more than four (4) monthly billings have been paid after the due date and that no utility service has been shut off for non-payment of a billing, the deposit with accrued interest shall be returned to the customer. In case of a shut off of a utility service for non-payment of a billing to a customer to whom a deposit has been returned, such service shall not be restored until there shall has been placed with the Town a deposit in the same amount and in the same manner as if the customer were new. Such deposit, if it has not been returned to the customer, may be credited to the customer’s account in case of non-payment of utility bills or discontinuance of service.

REVISED LANGUAGE: The Town shall require as a condition of provision providing water, gas, and/or wastewater service, either singly or in any combination, a cash deposit of two hundred dollars (\$200) as security for billing rendered. For the time the deposit is with the Town and the utility connection maintained, interest will be allowed the depositor as determined by the Colorado Public Utilities Commission for customer utility deposits, or in the absence of such

determination, by the Town manager and based on the average interest earnings obtained by the Town on its investments. If over any period of twenty-four (24) consecutive months a review of the customer's account shows that no more than four (4) monthly billings have been paid after the due date and that no utility service has been shut off for non-payment of a billing, the deposit with accrued interest shall be returned to the customer. In case of a shut off of a utility service for non-payment of a billing to a customer to whom a deposit has been returned, such service shall not be restored until there shall has been placed with the Town a deposit in the same amount and in the same manner as if the customer were new. Such deposit, if it has not been returned to the customer, may be credited to the customer's account in case of non-payment of utility bills or discontinuance of service.

## **B. 13.08 GAS**

**Section 1. Gas Deposits.** Section 13.08.040 is hereby amended to read as shown under "New Revised Language" as follows:

CURRENT LANGUAGE: The Town shall require as a condition of provision providing water, gas, and/or wastewater service, either singly or in any combination, a cash deposit of one hundred (\$100) dollars as security for billing rendered. For the time the deposit is with the town and the utility connection maintained, interest will be allowed the depositor as determined by the Colorado Public Utilities Commission for customer utility deposits, or in the absence of such determination, by the Town manager and based on the average interest earnings obtained by the Town on its investments. If over any period of twenty-four (24) consecutive months a review of the customer's account shows that no more than four (4) monthly billings have been paid after the due date and that no utility service has been shut off for non-payment of a billing, the deposit with accrued interest shall be returned to the customer. In case of a shut off of a utility service for non-payment of a billing to a customer to whom a deposit has been returned, such service shall not be restored until there shall has been placed with the Town a deposit in the same amount and in the same manner as if the customer were new. Such deposit, if it has not been returned to the customer, may be credited to the customer's account in case of non-payment of utility bills or discontinuance of service.

REVISED LANGUAGE: The Town shall require as a condition of provision providing water, gas, and/or wastewater service, either singly or in any combination, a cash deposit of two hundred (\$200) dollars as security for billing rendered. For the time the deposit is with the town and the utility connection maintained, interest will be allowed the depositor as determined by the Colorado Public Utilities Commission for customer utility deposits, or in the absence of such determination, by the Town manager and based on the average interest earnings obtained by the Town on its investments. If over any period of twenty-four (24) consecutive months a review of the customer's account shows that no more than four (4) monthly billings have been paid after the due date and that no utility service has been shut off for non-payment of a billing, the deposit with accrued interest shall be returned to the customer. In case of a shut off of a utility service for non-payment of a billing to a customer to whom a deposit has been returned, such service shall not be restored until there shall has been placed with the Town a deposit in the same

amount and in the same manner as if the customer were new. Such deposit, if it has not been returned to the customer, may be credited to the customer's account in case of non-payment of utility bills or discontinuance of service.

**Section 2. Gas Service Installation fee.** Section 13.08.050 is hereby amended to read as shown under "New Revised Language" as follows:

CURRENT LANGUAGE: Upon an application for a new gas service or where upgrading of an existing service is required, the Town manager shall install or upgrade such service. The applicant or consumer shall pay to the Town a gas service installation fee for such new gas service or for such upgrading of an existing service. Said fee shall be established by resolution of the Town council following a public hearing on said resolution.

REVISED LANGUAGE: Upon an application for a new gas service or where upgrading of an existing service is required, when proper payment has occurred, the Town manager shall install or upgrade such service. The applicant or consumer shall pay to the Town a gas service installation fee of five hundred dollars (\$500) minimum for such new gas service or for such upgrading of an existing service. Said fee shall be established by ordinance of the Town council following a public hearing on said ordinance.

**Section 3. Gas Capital Investment Fee.** Section 13.08.060 is hereby amended to read as shown under "New Revised Language" as follows:

CURRENT LANGUAGE: A capital investment fee shall be paid to the Town prior to the issuance of any building permit for new buildings or structures or expansion of existing buildings or structures. Expansion shall not only mean physical expansion of a building or structure but also conversions from one use to another and expansion of existing uses within a building. Such fee shall be calculated at a rate of two hundred dollars (\$200) per dwelling unit or non-residential unit.

REVISED LANGUAGE: A capital investment fee shall be paid to the Town prior to the issuance of any building permit for any new building or structure or expansion of an existing building or structure. Expansion shall not only mean physical expansion of a building or structure but also a conversion from one use to another (change of use) and expansion of an existing use within a building or structure. Such fee shall be One thousand five hundred dollars (\$1,500) per dwelling unit or non-residential unit.

**Section 4. Gas Rates.** Section 13.08.120 is hereby amended to read as shown under "New Revised Language" as follows:

CURRENT LANGUAGE: All consumers of the public gas utility shall pay a monthly demand charge and a commodity charge based on consumption of gas in order to create revenue sufficient to meet expenses of operation and maintenance of the public gas utility system, to pay any debts thereof, establish reserves, and make reasonable and necessary improvements. Said demand charge shall be billed for each commercial building, church, dwelling unit, or other use.

Any change in rates shall be made by resolution of the Town council following a public hearing duly advertised.

REVISED LANGUAGE: Each person connected to the Town's public gas utility shall be billed and shall pay a monthly demand charge plus a monthly commodity charge based on consumption of gas, in order to create revenue sufficient to meet expenses of operation and maintenance of the public gas utility system, to pay any debts thereof, to establish reserves, and to make reasonable and necessary improvements. Said monthly demand charge shall be billed and paid for each commercial building, church, dwelling unit, and other use. Any change in rates shall be made by ordinance of the Town council following a public hearing duly advertised.

## **C. 13.12 WASTEWATER**

**Section 1. Wastewater Plant Investment Fees.** Section 13.12.130 (A) is hereby amended to read as shown under "New Revised Language" as follows:

CURRENT LANGUAGE: (A) As a condition of a new sewer service within the Town limits, a plant investment fee shall be paid to the Town prior to the issuance of any certificate of occupancy for new buildings or structures or expansion of existing buildings or structures. Expansion shall not only mean physical expansion of a building or structure but also conversions from one use to another and expansion of existing uses within a building. Such fees shall be calculated at a rate of seven hundred dollars (\$700) per dwelling unit or non-residential unit.

REVISED LANGUAGE: (A) As a condition of a new sewer service within the Town limits, a plant investment fee shall be paid to the Town prior to the issuance of any certificate of occupancy for a new building or structure or expansion of an existing building or structure. Expansion shall not only mean physical expansion of a building or structure but also a conversion from one use to another (change of use) and an expansion of an existing use within a building or structure. Such fees shall be One thousand hundred dollars (\$1,500) per dwelling unit or non-residential unit.

**Section 2. Wastewater Rate Schedule.** Section 13.12.170 is hereby amended to read as shown under "New Revised Language" as follows:

### **13.12.170 Rates – Based on Units**

CURRENT LANGUAGE: All users of the municipal wastewater system shall be billed a sewer service charge based on service units. Each service unit within the Town limits shall be Twenty-Seven dollars and Forty-Two cents (\$27.42) per month. Each service unit outside the Town limits shall be Fifty-Four dollars and Eighty-Two cents (\$54.82) per month Customers designated as Commercial shall also be billed an additional .00197 cents per gallon of metered water use in excess of 8000 gallons. In-Town rates shall apply where an owner of property to be served has submitted a petition for annexation as provided in Section 13.12.110 Services outside Town Limits of this Chapter.

NEW REVISED LANGUAGE:

13.12.170 Rates – Based on Usage. Each user of the Town’s municipal wastewater system shall be billed and shall pay a monthly sewer service charge based on service units. Each service unit within the Town limits shall be Thirty dollars and Forty-Two cents (\$30.42) per month. Each service unit outside the Town limits shall be Fifty-seven dollars and Eighty-Two cents (\$57.82) per month. Customers designated as Commercial shall also be billed and shall pay an additional .00197 cents per gallon of metered water use in excess of 8000 gallons per month. In-Town rates shall apply where an owner of property to be served has submitted a petition for annexation as provided in Section 13.12.110 Services outside Town Limits of this Chapter. Service Units shall be as follows:

<b>RESIDENTIAL:</b>	
• Dwelling Unit	1 unit
<b>COMMERCIAL:</b>	One unit plus the following
• Service Stations	1 unit
• Office, Motels, Clinics (each five rooms, etc.)	1 unit
• Bars & Restaurants (each 25 seating capacity)	1 unit
• Hospital	4 units
• Car Wash (each bay)	4 units
• Laundries (each 1.5 washing machines)	1 unit
• Schools without dorms (each 30 students and faculty)	1 unit
• Schools with dorms (each 20 students and faculty)	1 unit
• Recreation District facility (each 20 person cap.)	1 unit

**Section 4. Severability.** If any part of this ordinance is invalidated for any reason, it shall not affect the validity of the remaining portions of this ordinance.

**Section 5. Effective Date.** This ordinance shall be effective thirty (30) days after publication following second reading and final passage.

**Section 6. Publication of Summary.** The Town Council deems it appropriate to publish the title of this ordinance, together with a summary of the ordinance and with a statement that the full text is available for public inspection and acquisition in the office of the Town Clerk.

READ, APPROVED AND ORDERED PUBLISHED ON FIRST READING AT ITS REGULAR MEETING THIS 27<sup>TH</sup> DAY OF OCTOBER, 2020 BY THE TOWN COUNCIL OF THE TOWN OF RANGELY, COLORADO.

Attest:

\_\_\_\_\_  
Andy Shaffer, Mayor

\_\_\_\_\_  
Marybel Cox, Town Clerk

PASSED, APPROVED AND ADOPTED ON SECOND READING AFTER PUBLIC HEARING AT ITS REGULAR MEETING THIS 24<sup>TH</sup> DAY OF NOVEMBER, 2020 BY THE TOWN COUNCIL OF THE TOWN OF RANGELY, COLORADO.

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Andy Shaffer, Mayor

Attest:

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Marybel Cox, Town Clerk

# UTILITY INFORMATION

## Notice of Utility Capital Investment and Rate Increase 2021



### Why Increases?

- \* No rate increase past 7 years
- \* Equipment costs and supplies increase annually
- \* Quality service requires continued maintenance and replacement
- \* Residential Households will experience \$15-20 monthly increase while commercial businesses may see \$70-\$90 monthly increase (usage may vary this estimate).

### Dedicated Service

- \* Gas, Water & Sewer are enterprise funds and must be self sustaining
- \* Rangely rates are lower than most communities in Colorado as well as the U.S.
- \* Rangely is one of the few communities to own their own utilities which is how we continue to have low rates



### DOLA GRANTS

Through the years DOLA Grants have been significant in major repairs and upgrades to water, gas and sewer infrastructure

DOLA grant criteria is evaluated on the enterprises ability to show rate increases to customers proving that the Utility is self sustaining

DOLA Grants are significant source of income for the Town's capital investments that maintain our quality of service



- 9 - Comittee Meeting
- 10 - Report from Council
- 11 - Reports from Supervisors

12 – Reports from Officers

13 – Old Business

14 – New Business

# Income Statement

Town of Rangely

Month Ending October 2020

GENERAL FUND Revenue	YTD ACTUAL		2020 BUDGET	
	YTD Amount	% of Revenue	Budget 2020	% of Budget Expended
Taxes	\$1,188,863	56%	\$1,661,800	71.54%
Licenses and Permits	\$21,005	1%	\$13,700	153.32%
Intergovernmental Revenue	\$521,387	24%	\$1,297,000	40.20%
Charges for Services	\$258,340	12%	\$310,000	83.34%
Miscellaneous Revenue	\$146,294	7%	\$153,600	95.24%
Total General Revenue	\$2,135,890	100%	\$3,436,100	62.16%
GENERAL FUND Operating Expenses	YTD ACTUAL		2020 BUDGET	
	YTD Amount	% of Expenses	Budget 2020	% of Budget Expended
Town Council	\$30,149	1%	\$48,863	61.70%
Court	\$22,194	1%	\$24,479	90.67%
Administration	\$177,419	7%	\$236,193	75.12%
Finance	\$175,441	7%	\$217,487	80.67%
Building & Grounds	\$270,732	11%	\$313,092	86.47%
Economic Development	\$200,957	8%	\$329,540	60.98%
Police Department	\$875,793	36%	\$994,632	88.05%
Animal Shelter	\$35,693	1%	\$50,757	70.32%
Public Works	\$324,383	13%	\$438,547	73.97%
Foundation Trans. & Non Depart. Transfer	\$134,013	5%	\$260,000	51.54%
Total Capital Improvements	\$197,860	8%	\$521,200	37.96%
Total General expenses	\$2,444,635	100%	\$3,434,790	71.17%
Net Revenue over Expenditures	(\$308,745)	100%	\$1,310	-23568.32%
WATER FUND Revenue	YTD ACTUAL		2020 BUDGET	
	YTD Amount	% of Revenue	Budget 2020	% of Budget Expended
Water Revenue	\$1,025,304	100%	\$1,238,750	82.77%
WATER FUND Operating Expenses	YTD ACTUAL		2020 BUDGET	
	YTD Amount	% of Expense	Budget 2020	% of Budget Expended
Water Supply	\$342,204	28%	\$417,271	82.01%
Water Supply Capital Expense	\$0	0%	\$0	#DIV/0!
Water Fund Dept. Transfers and Conting.	\$149,538	12%	\$192,956	77.50%
PW - Transportation & Distribution	\$72,976	6%	\$98,871	73.81%
PW - Transportation & Distrib. Capital Exp	\$594,970	49%	\$730,000	0.00%
Raw Water	\$41,217	3%	\$47,575	86.64%
Raw Water Capital Expense	\$5,174	0%	\$7,000	73.92%
Total Water expenses	\$1,206,079	100%	\$1,493,673	80.75%
Net Revenue over Expenditures	(\$180,775)	100%	(\$254,923)	70.91%
GAS FUND Revenue	YTD ACTUAL		2020 BUDGET	
	YTD Amount	% of Revenue	Budget 2020	% of Budget Expended
Gas Revenue	\$698,699	100%	\$1,039,133	67.24%
GAS FUND Operating Expenses	YTD ACTUAL		2020 BUDGET	
	YTD Amount	% of Expense	Budget 2020	% of Budget Expended
Gas Expenses	\$526,426	78%	\$840,180	62.66%
Gas Capital Expense	\$0	0%	\$0	#DIV/0!
Total Transfers	\$150,000	22%	\$180,000	83.33%
Total Selling Expenses	\$676,426	100%	\$1,020,180	66.30%
Net Revenue over Expenditures	\$22,273	100%	\$18,953	117.52%
Wastewater FUND Revenue	YTD ACTUAL		2020 BUDGET	
	YTD Amount	% of Revenue	Budget 2020	% of Budget Expended
Wastewater Revenue	\$317,960	100%	\$665,150	47.80%
Wastewater FUND Oper Expenses	YTD ACTUAL		2020 BUDGET	
	YTD Amount	% of Expense	Budget 2020	% of Budget Expended
Wastewater Expenses	\$153,481	57%	\$232,880	65.91%
Wastewater Capital Expense	\$66,647	25%	\$587,300	11.35%
Total Transfers	\$50,000	19%	\$60,000	83.33%
General Fund Loan	\$0	0%	\$0	#DIV/0!
Total Selling Expenses	\$270,129	100%	\$880,180	30.69%
Net Revenue over Expenditures	\$47,832	100%	(\$215,030)	-22.24%

Town of Rangely			Month Ending October 2020	
Rangely Housing Auth Revenue	2020 BUDGET			
	YTD Amount	% of Revenue	Budget 2020	% of Budget Expended
Rangely Housing Auth Revenue	\$161,307	100%	\$260,000	62.04%
Rangely Housing Auth Oper Expenses	+		2020 BUDGET	
	YTD Amount	% of Expense	Budget 2020	% of Budget Expended
Rangely Housing Auth Expenses	\$142,792	89%	\$177,399	80.49%
Housing Authority Capital Expense	\$9,901	6%	\$10,700	92.53%
Debt Service and Transfers	\$8,340	5%	\$66,000	12.64%
Total Expense	\$161,033	100%	\$254,099	63.37%
Net Revenue over Expenditures	\$274	100%	\$5,901	4.64%
Fund for Public Giving Revenue	YTD ACTUAL		2020 BUDGET	
	YTD Amount	% of Revenue	Budget 2020	% of Budget Expended
Fund for Public Giving Revenue	\$2,788	100%	\$2,000	139.41%
Fund for Public Giving Oper Expenses	YTD ACTUAL		2020 BUDGET	
	YTD Amount	% of Expense	Budget 2020	% of Budget Expended
Fund for Public Giving Expenses	\$10	100%	\$2,000	0.50%
Net Revenue over Expenditures	\$2,778	100%	\$0	0.00%
Economic Development Revenue	YTD ACTUAL		2020 BUDGET	
	YTD Amount	% of Revenue	Budget 2020	% of Budget Expended
RDA Revenues	\$58,921	100%	\$87,700	67.18%
Economic Development Oper Expenses	YTD ACTUAL		2020 BUDGET	
	YTD Amount	% of Expense	Budget 2020	% of Budget Expended
RDA Expenses	\$43,529	100%	\$77,600	56.09%
RDA Capitol Expense	\$0	100%	\$0	0.00%
Total Expense	\$43,529	100%	\$77,600	56.09%
Net Revenue over Expenditures	\$15,392	100%	\$10,100	152.39%
Conservation Trust Revenue	YTD ACTUAL		2020 BUDGET	
	YTD Amount	% of Revenue	Budget 2020	% of Budget Expended
Conservation Trust Revenue (Grant \$136K)	\$9,072	100%	\$952,225	0.95%
Conservation Trust Oper Expenses	YTD ACTUAL		2020 BUDGET	
	YTD Amount	% of Expense	Budget 2020	% of Budget Expended
Conservation Trust Expenses	\$0	100%	\$1,100,000	0.00%
Net Revenue over Expenditures	\$9,072	100%	(\$147,775)	-6.14%
Housing Assistance Revenue	YTD ACTUAL		2020 BUDGET	
	YTD Amount	% of Revenue	Budget 2020	% of Budget Expended
Housing Assistance Revenue	\$1,679	100%	\$21,000	8.00%
Housing Assistance Oper Expenses	YTD ACTUAL		2020 BUDGET	
	YTD Amount	% of Expense	Budget 2020	% of Budget Expended
Housing Assistance Expenses	\$0	100%	\$2,000	0.00%
Net Revenue over Expenditures	\$1,679	100%	\$19,000	8.84%
Rangely Develop Corp Revenue	YTD ACTUAL		2020 BUDGET	
	YTD Amount	% of Revenue	Budget 2020	% of Budget Expended
Rangely Develop Corp Revenue	\$171	100%	\$20,500	0.83%
Rangely Develop Corp Expenses	YTD ACTUAL		2020 BUDGET	
	YTD Amount	% of Expense	Budget 2020	% of Budget Expended
Rangely Develop Corp Expenses	\$122	100%	\$18,500	0.66%
RDC Capitol Expense	\$0	100%	\$0	0.00%
Total Expense	\$122	100%	\$18,500	0.66%
Net Revenue over Expenditures	\$49	100%	\$2,000	0.00%
INCOME STATEMENT ROLL-UP		Actual YTD	Budget YTD	
Total Revenues		\$4,411,790	\$7,722,558	57.13%
Total Expenses		\$4,801,962	\$8,283,022	57.97%
Net Revenue over Expense		-\$390,172	-\$560,464	69.62%

## **FRANCHISE AGREEMENT**

**This Franchise Agreement ("Franchise")** is between the Town of Rangely, Colorado, hereinafter referred to as the "Grantor" and Spectrum Pacific West, LLC, hereinafter referred to as the "Grantee."

**WHEREAS**, the Grantor does not dispute that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the present and future cable-related needs of the community; and

**WHEREAS**, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

**WHEREAS**, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;

**NOW, THEREFORE**, the Grantor and the Grantee agree as follows:

### **SECTION 1** **Definition of Terms**

**1.1 Terms.** For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- A. "Applicable Law" shall mean any statute, generally applicable local ordinance or regulation that is not unduly discriminatory against Grantee, concerning excavations in public rights-of-way, judicial decision, executive order or regulation having the force and effect of law, that determines the legal standing of a case or issue, provided, however that any statute, ordinance, order or regulation that has been preempted by a higher governmental or legal authority, which prior to preemption had the force and effect of law, shall no longer be considered Applicable Law. This definition shall not be considered a waiver of the right of any party to assert the position that a statute, ordinance, order or regulation has not been preempted.
- B. "Board" shall mean the governing body of the Grantor.
- C. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.
- D. "Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, *et seq.*

- E. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- F. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all of or a specified area in the Service Area.
- G. "Gross Revenue" means any revenue, as determined in accordance with Generally Accepted Accounting Principles ("GAAP"), received by the Grantee from the operation of the Cable System to provide Cable Services in the Service Area, including but not limited to (1) late fees, (2) installation and reconnection fees, (3) upgrade and downgrade fees, (4) converter and remote control rental fees, (5) parental control device rental fees, (6) advertising revenue, (7) home shopping commissions, and (8) interactive guides. Notwithstanding the foregoing, "Gross Revenue" shall not include: (i) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, the FCC user fee, Franchise Fee, or any sales or utility taxes; (ii) unrecovered bad debt; (iii) credits, refunds and deposits paid to Subscribers; and (iv) any exclusions available under Applicable Law.

The parties acknowledge that the Grantee may need to allocate Gross 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), when these two types of services are bundled together in a discounted package offered to Subscribers. The Grantee shall make such allocation in accordance with GAAP, but in no event shall the Grantee allocate Gross Revenue between Cable Services and non-Cable Services where such services are bundled together in a discounted package offered to Subscribers for the purpose of evading its Franchise Fee obligations under this Franchise.

- H. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- I. "Service Area" shall mean the geographic boundaries of the Franchise Authority, and shall include any additions thereto by annexation or other legal means, subject to the exception in subsection 6.1 hereto.
- J. "State" shall mean the State of Colorado.
- K. "Street" shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and

extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Service Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System.

- L. "Subscriber" shall mean any Person lawfully receiving and paying for Cable Service from the Grantee.

## **SECTION 2**

### **Grant of Franchise**

**2.1 Grant.** The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms; any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Cable System. This Franchise shall constitute both a right and an obligation to provide the Cable Services required by, and to fulfill the obligations set forth in, the provisions of this Franchise. Nothing in this Franchise shall be construed to either grant the authority or prohibit the Grantee from offering any service over its Cable System that is not prohibited by Applicable Law.

**2.2 Term.** The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 14.10. This Franchise will be automatically extended for an additional term of three (3) years from the expiration date as set forth in Section 14.10, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties then will proceed under the federal Cable Act renewal procedures.

**2.3 Police Powers and Conflicts with Franchise.** Notwithstanding any provision to the contrary herein, this Franchise, the Grantor and the Grantee are subject to and shall be governed by Applicable Law, including but not limited to the Cable Act. The Grantee shall at all times during the term of this Franchise be subject to all lawful exercise of the Grantor's police power, and the Grantor's right to adopt and enforce generally applicable and non-discriminatory ordinances and regulations necessary to the safety, health, and welfare of the public; provided, however, that such hereinafter enacted ordinances and regulations shall be reasonable and not materially modify the terms of this Franchise.

**2.4 Cable System Franchise Required.** No Cable System shall be allowed to occupy or use the Streets of the Service Area or be allowed to operate without a Cable System Franchise.

**SECTION 3**  
**Franchise Renewal**

**3.1     Procedures for Renewal.** The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

**SECTION 4**  
**Indemnification and Insurance**

**4.1     Indemnification.** The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for claims for injury to any Person or property alleged to have been caused by the negligence or misconduct by Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence (or reckless act(s)) of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System. Grantor shall give the Grantee written notice of its obligation to indemnify Grantor at least ten (10) calendar prior to the deadline for responding to the claim or action, and if no such deadline exists, within thirty (30) days of Grantor's receipt of the claim or action. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully therein. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System.

**4.2     Insurance.**

- A.**     The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Limit (C.S.L.) \$2,000,000 General Aggregate (of which the limits may be satisfied by an umbrella liability policy)
Products/Completed Operations;	1,000,000 per occurrence (C.S.L.) 1,000,000 Aggregate (of which the limits may be satisfied by an umbrella liability policy)



Auto Liability including coverage on all owned, non-owned hired autos Umbrella Liability	\$2,000,000 per occurrence C.S.L. (of which the limits may be satisfied by an umbrella liability policy)
Umbrella Liability	\$5,000,000 per occurrence

- B. The Grantor shall be added as an additional insured, arising out of work performed by Grantor, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverages.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverages within 60 days of the Effective Date of this franchise.

## **SECTION 5**

### **Service Obligations**

**5.1 No Discrimination.** Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens in the provision of Cable Services on the basis of race, color, religion, national origin, age or sex or sexual orientation. Subject to Section 6 and the Grantee's rights under Section 625 of the Cable Act (47 U.S.C. § 545), all residential structures in the Service Area shall have the same availability of Cable Services from the Grantee's Cable System under non-discriminatory rates, terms and conditions.

**5.2 Privacy.** The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

## **SECTION 6**

### **Service Availability**

**6.1 Service Area.** Upon receipt of a request for Cable Service from a potential residential Subscriber(s) in an unserved portion of the Service Area, and a written commitment from such Subscriber(s) (or payment in advance if required by the Grantee) to pay any applicable non-Standard Installation charges associated with providing Cable Service (if applicable), the Grantee shall extend the Cable System to the Street in front of such residence(s), provided that the average density is equal to or greater than thirty (30) unserved residences per linear strand mile of aerial cable as measured from the Grantee's closest trunk line or distribution cable that is actively delivering Cable Service as of the date of such request for Cable Service.

**6.2 New Development Underground.** In cases of new construction or property development where utilities are or are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the five day period, the cost of new trenching is to be borne by Grantee.

**6.3 Annexation.** The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address

assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 14.5 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

## **SECTION 7**

### **Construction and Technical Standards**

**7.1 Compliance with Codes.** All construction practices and installation of equipment shall be done in accordance with all Applicable Law.

**7.2 Construction Standards and Requirements.** All of the Grantee's plant and equipment, including but not limited to the antenna site, head end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

**7.3 Safety.** The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

**7.4 Network Technical Requirements.** The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time, regardless of the transmission technology utilized.

**7.5 Cable System Design.** As of the Effective Date, the Cable System in the Service Area has a minimum 750 MHz of bandwidth capacity and utilizes a hybrid fiber-coaxial architecture.

**7.6 Performance Monitoring.** Grantee shall test the Cable System consistent with the FCC regulations.

## **SECTION 8**

### **Conditions on Street Occupancy**

**8.1 General Conditions.** Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property without obtaining all legally required permits of the Grantor.

**8.2 Underground Construction.** The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event that any telephone or electric utilities are reimbursed by the Grantor or any agency thereof for the placement of cable underground or the movement of cable, Grantee shall be reimbursed upon the same terms and conditions as any telephone, electric or other utilities; provided however that nothing herein shall require reimbursement to the Grantee or shall affect the Grantee's undergrounding obligation if the funds which are utilized for the reimbursement of other entities are restricted and preclude reimbursement to the Grantee.

**8.3 Construction Codes and Permits.** Grantee shall obtain all legally required permits pursuant to Applicable Law before commencing any work requiring a permit, including the opening or disturbance of any Street within the Service Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. The Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the Cable System in the Service Area, provided that such codes are of general applicability and such codes are uniformly and consistently applied by the Grantor as to public utility companies and other entities operating in the Service Area.

**8.4 System Construction.** All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public and for Town employees and contractors. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

**8.5 Restoration of Public Ways.** Grantee shall, at its own expense, restore any damage or disturbance caused to the Streets as a result of its operation, construction, or maintenance of the Cable System to a serviceable condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

**8.6 Removal in Emergency.** Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Grantor to remove any of the Grantee's facilities, no charge shall be made by the Grantee against the Grantor for restoration and repair, unless such acts amount to gross negligence by the Grantor.

**8.7 Tree Trimming.** Grantee or its designee shall have the authority to trim trees on public property at its own expense and in accordance with Applicable Law as may be necessary to protect its wires and facilities.

**8.8 Relocation for the Grantor.** The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Streets are responsible for the costs related to the relocation of their facilities.

**8.9 Relocation for a Third Party.** The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

**8.10 Access to Funds Covering Undergrounding and Relocation Costs.** If funds are generally made available to users of the Streets for relocations required by Sections 8.2 and 8.8, Grantee shall be entitled to its pro rata share of such funds when making required relocations.

**8.11 Emergency Use.** . Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS").

**8.12 Locating Facilities.** Prior to doing any underground work in the Streets, the Grantee shall give appropriate notices in compliance with C.R.S. Section 9-1.5-101, *et seq.*, as such may be amended from time to time.

**8.13 Grantor's Rights.** Nothing in this Franchise shall be construed to prevent the Grantor from constructing, maintaining, repairing or relocating sewers, grading, paving, maintaining, repairing, relocating and/or altering any Streets; constructing, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.

**8.15 Inspection of Construction and Facilities.** The Grantor may inspect any of the Grantee's facilities, or equipment that are part of the Cable System in the Streets, or construction of the Cable System in the Streets at a mutually agreeable time, but not less than 48 hours notice, or, in case of emergency as reasonably determined by the Grantor, upon demand without prior notice. In accordance with Applicable Law, if a dangerous condition is found to exist, the Grantor may take any legally permissible action.

## **SECTION 9**

### **Service and Rates**

**9.1 Customer Service Standards and Consumer Protection.** The Grantee shall comply with the customer service standards promulgated by the Federal Communications Commission, as may be amended from time to time. The requirement of 47 U.S.C. § 76.309(c)(1)(v) is met by Grantee providing, or contracting with third party agents to provide, the opportunity for customers to exchange equipment and make payments at least during normal business hours within the Grantor. The Grantee shall furnish such information, as reasonably requested by the Grantor, to enable the Grantor to evaluate compliance with the customer service standards in effect at a given time. Upon request, the Grantee will provide Grantor with a copy (or information necessary to access the document electronically) of the form of Subscriber contract then in effect. The Grantor reserves all rights under Applicable Law to adopt additional customer service standards that purport to apply to the Grantee, and the Grantee reserves all rights to challenge any such customer service standard that it believes is inconsistent with its contractual rights under this Franchise or Applicable Law, and all rights pursuant to Applicable Law to pass through the costs of complying with any such customer service standard to Subscribers.

**9.2 Phone Service.** The Grantee shall maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time.

**9.3 Notification of Service Procedures.** The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. To the extent required by Applicable Law, Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

**9.4 Rate Regulation.** Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC.

**9.5 Continuity of Service.** It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 13.1 of this Franchise.

## **SECTION 10**

### **Franchise Fee**

**10.1 Amount of Fee.** Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Subject to Applicable Law, such payment shall be in addition to taxes of general applicability owed to the Grantor by the Grantee that are not included as franchise fees under federal law. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.

**10.2 Payment of Fee.** Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 14.10. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

**10.3 Accord and Satisfaction.** No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

**10.4 Limitation on Recovery.** The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due. If any Franchise payment or recomputed payment is not made on or before the dates specified herein, Grantee shall pay an interest charge, computed from the last day of the fiscal year in which payment was due, at the annual rate of two percent (2%) over the prime interest rate.

**10.5 Review.** All amounts paid by the Grantee to the Grantor under this Franchise and all records reasonably related to the administration or enforcement of this Franchise shall be subject to review by the Grantor, and if justified, re-computation by the Grantee, upon thirty (30) days written notice to Grantee.

## **SECTION 11**

### **Transfer of Franchise**

**11.1 Franchise Transfer.** The Franchise granted hereunder shall not be assigned, sold, or transferred other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness.

**11.2 Notification and Application to Grantor.** In accordance with federal law, the Grantee and the proposed transferee shall make a written request of the Grantor for its consent to any actual or proposed (a) assignment, sale or transfer of this Franchise other than by operation of law or to an affiliate of the Grantee, or (b) change of control of this Franchise or of the Grantee to another party who is not an affiliate of the Grantee. Such request shall be accompanied by all information required by federal law. Within thirty (30) days of receiving such a request, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee or any other information permitted by federal law. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given, unless the Grantor and the Grantee have agreed to an extension of time.

## **SECTION 12**

### **Records, Reports and Maps**

**12.1 Reports Required.** The Grantee's schedule of charges for regular Subscriber service, its policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Grantor upon request.

**12.2 Records Required.**

The Grantee shall at all times maintain:

- A. A record of all written complaints received regarding interruptions or degradation of Cable Service, which record shall be maintained for one (1) year, and shall be provided to Grantor upon request at no cost to Grantor.
- B. Strand maps showing the location of the Cable System, and shall be provided to Grantor for inspection upon request at no cost to Grantor.

**12.3 Inspection of Records.** The Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine any of the records maintained by the Grantee, which are reasonably related to the administration or enforcement of or Grantee's compliance with the material provisions of this Agreement.



12.3.1 The Grantor's inspection notice shall reference the provision(s) of the Agreement that relate to the records to be reviewed.

12.3.2 The Grantor may request copies of any such records required, which Grantee shall provide for review to the Grantor at the address given in the notice provisions of this Agreement, except as set forth herein and in Section 12.3.4 below, within 30 days of the receipt of such request.

12.3.3 If the requested records contain trade secrets or confidential or proprietary business information, then Grantee may request in writing within 10 days of receipt of City's written request, that the City inspect the records at a mutually agreed upon location. Grantee may require that such inspection be during normal business hours. Such inspection by the City shall not be unreasonably disruptive to the Grantee's conduct of business.

12.3.4 Whether by delivering copies or by providing records for inspection at a mutually agreed upon location, Grantee shall organize the records for easy access by the City.

12.3.5 If records cannot be made available by copy or by inspection at a mutually agreed upon location, then the Grantee shall pay to have the records delivered to the City for inspection.

12.3.6 The Grantee shall be required to maintain books and records for compliance purposes for one (1) years, except for records relating to the calculation of Gross Revenues and the payment of Franchise Fees, which shall be maintained for three (3) years.

### **SECTION 13** **Enforcement or Revocation**

**13.1 Notice of Violation.** If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

**13.2 Grantee's Right to Cure or Respond.** The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed. If (i) the Grantee fails to respond to the Violation Notice received from the Grantor, (ii) the Grantee responds to the Grantor, contesting the assertion of the noncompliance, but the Grantor disagrees with the Grantee's response, or (iii) if the default is not remedied within the thirty (30) day cure period set forth above, the Grantor may pursue any remedies available to it under Applicable Law. The Grantee reserves all legal and equitable rights under Applicable Law to challenge or appeal any action by the Grantor with respect to an alleged violation of this Franchise. Grantor shall cooperate with any Grantee efforts to obtain, at Grantee's cost, a written transcript and a certified copy of the findings.

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

**SECTION 14**  
**Miscellaneous Provisions**

**14.1 Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty 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. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

**14.2 Minor Violations.** Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

**14.3 Action of Parties.** In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

**14.4 Equal Protection.** No cable operator shall be permitted to locate a Cable System in the Streets in order to provide Cable Service in the Service Area without a Franchise. The Grantee acknowledges and agrees that the Grantor reserves the right to grant one (1) or more additional Franchises or other similar lawful authorization to utilize the Streets to provide Cable Services within the Service Area. If the Grantor grants such an additional Franchise or other similar lawful authorization containing material terms and conditions that differ from the Grantee's material obligations under this Franchise, then the Grantor agrees that the obligations in this Franchise will, pursuant to the process set forth in this section, be amended to include any material terms or conditions that it imposes upon the new entrant, or provide relief from existing material terms or conditions, so as to insure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: the Franchise Fee; Gross Revenue definition; insurance; Cable System build-out requirements; security instruments; customer service standards; required reports and related record keeping; level playing field (or its equivalent); audits; dispute resolution; remedies; and notice and opportunity to cure breaches. The parties agree that this provision shall not require word for word identical Franchise provisions so long as the regulatory and financial burdens on each entity are materially equivalent.

- A. The modification process of this Franchise as provided for in this section shall only be initiated by written notice by the Grantee to the Grantor regarding specified obligations. The Grantee's notice shall address the following: (1)

identifying the specific terms or conditions in the competitive Franchise which are materially different from the Grantee's obligations under this Franchise; (2) identifying the Franchise terms and conditions for which the Grantee is seeking amendments; (3) providing text for any proposed Franchise amendments to the Grantor, with a written explanation of why the proposed amendments are necessary and consistent.

- B. Upon receipt of the Grantee's written notice as provided in subsection 14.4A, the Grantor and the Grantee agree that they will use best efforts in good faith to negotiate the Grantee's proposed Franchise modifications, and that such negotiation will proceed and conclude within a ninety (90) day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the Grantor and the Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the Grantor shall amend this Franchise to include the modifications.
- C. If the parties fail to reach agreement in the negotiations as provided for in subsection 14.4B, the Grantee may, at its option, elect to replace this Franchise by opting into the Franchise or other similar lawful authorization to use the Streets in order to provide Cable Service that the Grantor grants to another provider of Cable Services, so as to ensure that the regulatory and financial burdens on each entity are equivalent. If the Grantee so elects, the Grantor shall immediately commence proceedings to replace this Franchise with the Franchise issued to the other Cable Services provider.
- D. Nothing in this section shall be deemed a waiver of any remedies available to the Grantee under Applicable Law, including but not limited to Section 625 of the Cable Act (47 U.S.C. § 545).
- E. Should the Grantee seek an amendment to this Franchise or a replacement Franchise pursuant to this section, while the parties shall pursue the adoption of such amendments or replacement Franchise pursuant to subsections 14.4A through D, any such amendments or replacement Franchise shall not become effective unless and until the new entrant makes Cable Services available for purchase by Subscribers or customers under its agreement with the Grantor.

**14.5 Notices.** Unless otherwise provided by federal, State or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Town Manager, Town of Rangely, Colorado  
Email: [lisapiering@rangelygovt.com](mailto:lisapiering@rangelygovt.com)

Copy to: Rangely Town Clerk, 209 E. Main Street, Rangely, CO 81648  
Email: [mcox@rangelyco.gov](mailto:mcox@rangelyco.gov)

Grantee: Charter Communications  
Attn: John Lee, Sr. [MGR. Gov.](http://MGR.Gov)  
Affairs 6399 S. Fiddlers Green  
Circle, 6h Floor Greenwood  
Village, CO 80111  
Email: [John.LLee@Charter.com](mailto:John.LLee@Charter.com)

Copy to: Charter Communications  
Attn: Vice President, Government  
Affairs  
601 Massachusetts Ave., NW  
Suite 400W Washington DC 20001

**14.6 Public Notice.** Minimum public notice of any public hearing relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the Streets shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor. Notwithstanding the foregoing, it shall not be a violation of the Grantor's obligations under this Franchise if a failure to provide such notice is unintentional.

Grantor shall use best efforts to provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the Streets. Any public hearings to consider such application or request shall have the same notice requirement as outlined in this Section 14.6.

**14.7 Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

**14.8 Entire Agreement.** This Franchise constitutes the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

**14.9 Administration of Franchise.** This Franchise is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee.

**14.10 Effective Date.** The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

**14.11 Venue and Jurisdiction.** The parties agree that any action arising out of this Franchise will be brought in the district court of Rio Blanco County or federal court located in the State of Colorado, irrevocably submit to the exclusive jurisdiction of any such court and, excepting removal from the district court of Rio Blanco County to federal court in Colorado, waive any objection that such party may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agree not to plead or claim the same.

## 15 – Informational Items

# Shop TV Dine

**SHOP LOCAL...IT PAYS!!**

**NOV. 15TH - DEC. 15TH**

**EARN \$5 WORTH OF VOUCHERS FOR EVERY \$50 SPENT.  
UP TO \$40 PER HOUSEHOLD.**

*Merry  
Christmas!*

Every licensed business in Rangely is eligible to participate.  
Vouchers must be redeemed in full, no change will be given.

Please note nonqualifying purchases:  
Tobacco, Pharmaceuticals, Gasoline & Utilities

Exchange your qualifying receipts at Town Hall on or before  
December 15 at 4:00 pm for valuable vouchers. Vouchers must be  
redeemed at eligible business on or before December 22.

Brought to you by The Town of Rangely &  
Rangely District Hospital via their Rangely Strong T-shirt sales




## FIRST AMENDED PUBLIC HEALTH ORDER 20-36

### COVID-19 DIAL

A brief summary of changes for the First Amended PHO 20-36 COVID-19 Dial. The most of the substantive changes are in the dial levels as summarized in the updated [capacity restrictions](#).

- The new levels are effective Friday, November 20th.
- The Dial adds a sixth level, Purple, and revises Level Red accordingly.
- Individuals at risk of severe illness from COVID-19 remain advised to stay in their residence at all levels of the Dial. Additionally, the definition of individuals at risk of severe illness from COVID-19 is revised to align with the revised CDC definition, which added pregnant individuals as well as individuals who smoke to the list.
- Remote working is strongly encouraged throughout the Dial, particularly in Levels Yellow through Purple.
- Casinos are now allowed to operate their slot machines in Level Orange, table games are only allowed in Level Green.
- Critical retail is subject to the 50% occupancy limit, and strongly encouraged to take extraordinary measures in Level Purple to implement more curbside, take out and delivery options to reduce in-person services to the minimum necessary.
- Both libraries and animal grooming were added to the list of critical businesses.

	LEVEL GREEN: PROTECT OUR NEIGHBORS	LEVEL BLUE: CAUTION	LEVEL YELLOW: CONCERN	LEVEL ORANGE: HIGH RISK	LEVEL RED: SEVERE RISK	LEVEL PURPLE: EXTREME RISK
HIGH RISK POPULATIONS	Use caution  Eligible for worker benefits and mandatory prioritization for remote work	Use caution  Eligible for worker benefits and mandatory prioritization for remote work	Advised to Stay at Home  Eligible for worker benefits and mandatory prioritization for remote work	Strongly advised to Stay at Home  Eligible for worker benefits and mandatory prioritization for remote work	Stay at Home  Eligible for worker benefits and mandatory prioritization for remote work	Stay at Home Ordered  Eligible for worker benefits and mandatory prioritization for remote work
VARIANCES	Eligible for both <u>outdoor</u> and <u>indoor</u> site-specific variances if approved by LPHA	Eligible for both <u>outdoor</u> and <u>indoor</u> site-specific variances if approved by LPHA	Eligible for <u>outdoor</u> site-specific variances if approved by LPHA	Not eligible	Not eligible Current variances reevaluted	Not eligible Current variances revoked unless specifically allowed
PERSONAL GATHERING SIZE	Per local guidance	Up to 10 from no more than 2 households	Up to 10 from no more than 2 households	Up to 10 from no more than 2 households	None	None
CHILDCARE	Open	Open	Open	Open	Open	Open
P-12 SCHOOLS	In-person	In-person	In-person suggested, hybrid, or remote as appropriate	In-person suggested, hybrid, or remote as appropriate	P-5 in person suggested, or hybrid or remote as appropriate Middle school in-person, hybrid, or remote suggested, High school hybrid or remote suggested	In-person, hybrid, or remote as appropriate
HIGHER EDUCATION	In-person	In-person	In-person, hybrid, or remote as appropriate	In-person, hybrid, or remote as appropriate	Remote suggested, limited in-person when necessary	Remote suggested, very limited in-person when necessary
PLACES OF WORSHIP AND LIFE RITES - <i>INDOOR UNSEATED FUNCTIONS</i>	50%* capacity or 500 people	50% capacity or 175 people	50% capacity or 50 no calculator, (or up to 100 with calculator)	25% capacity or 50 (with calculator)	25% capacity or 50 (with calculator)	Remote, virtual service, or outdoor are strongly encouraged; indoors up to 10
PLACES OF WORSHIP AND LIFE RITES - <i>INDOOR SEATED FUNCTIONS</i>	50%* capacity or 500 people	50%, 175 person capacity	50%, 100 person capacity	25%, 50 person capacity	25%, 50 person capacity	Remote, virtual service, or outdoor are strongly encouraged; indoors up to 10
PLACES OF WORSHIP AND LIFE RITES - <i>OUTDOORS</i>	6ft between parties outdoors, per local zoning	6ft between parties outdoors, per local zoning	6ft between parties outdoors, per local zoning	6ft between parties outdoors, per local zoning	6ft between parties outdoors, per local zoning	6ft between parties outdoors, per local zoning
RESTAURANTS - <i>INDOORS</i>	50%* capacity or 500 people	50% capacity or 175 indoors	50% capacity or 50 (or up to 100 with calculator)	25% capacity, 50 people	Indoor dining closed. Take out, curbside, delivery, or to go	Indoor dining closed. Take out, delivery, or to go is open
RESTAURANTS - <i>OUTDOORS</i>	6ft between parties outdoors, per local zoning	6ft between parties outdoors, per local zoning	6ft between parties outdoors, per local zoning	6ft between parties outdoors, per local zoning	Open air with only groups of own household is open	Outdoor dining closed. Take out, delivery, or to go is open
LAST CALL	Per local	12pm (on premise)	11pm (on premise)	10pm (on premise)	8pm (on premise)	No on premise service
NON-CRITICAL MANUFACTURING	50%* capacity or 500 people	50% capacity or 175 people	50% capacity or 50 (or up to 100 with calculator)	25% capacity or 50 people	25% capacity or 50 people	Closed
OFFICES	50%* capacity	50% capacity	50% capacity, remote work is strongly encouraged	25% capacity, remote work is strongly encouraged	10%, remote work is strongly encouraged	Virtual, or outdoors in groups less than 10
BARS	50%* capacity or 500 people	Closed	Closed	Closed	Closed	Closed
GYMS/FITNESS	50%* capacity or 500 people	25% capacity or 75 people	25% capacity or 50 people	25% capacity, 25 indoors, or outdoors in groups less than 10	10% capacity, 10 indoors per room, or outdoors in groups less than 10. Reservations required	Virtual, or outdoors in groups less than 10
GROUP SPORTS AND CAMPS	50%* capacity or 500 people	50 person capacity per activity	25 person capacity per activity	Virtual, or outdoors in groups less than 10	Virtual, or outdoors in groups less than 10	Virtual, or outdoors in groups less than 10
CRITICAL AND NON CRITICAL RETAIL	50%* capacity	50% capacity	50% capacity	50% with increased curbside pick up, and delivery. Dedicated senior and at-risk hours encouraged	50% with increased curbside pick up, and delivery. Dedicated senior and at-risk hours encouraged	Curbside, pick up, and delivery
PERSONAL SERVICES	50%* capacity or 500 people	50% capacity or 50 people	50% capacity or 50 people	25% capacity or 25 people	25% capacity or 25 people	Closed
LIMITED HEALTH CARE SETTINGS	50%* capacity or 500 people	50% capacity or 50 people	50% capacity or 50 people	25% capacity or 25 people	25% capacity or 25 people	10% capacity or 25 people
INDOOR UNSEATED EVENTS	50%* capacity or 500 people	50% or 175 person capacity	50%, 50 no calculator, (or up to 100 with calculator)	25%, 50 person capacity (with calculator)	Closed	Closed
INDOOR SEATED EVENTS AND ENTERTAINMENT	50%* capacity or 500 people	50% or 175 person capacity	50%, 100 person capacity (6ft distancing between parties)	25%, 50 person capacity (6ft distancing between parties)	Closed	Closed
OUTDOOR UNSEATED EVENTS AND ENTERTAINMENT	50%* capacity or 500 people	50% or 250 person capacity	50%, 175 person capacity (with calculator)	25%, 75 person capacity (with calculator)	25%, 75 people (with calculator), attended only with members of your own household and 6ft spacing between groups	Closed
OUTDOOR SEATED EVENTS AND ENTERTAINMENT	50%* capacity or 500 people	50% or 250 person capacity	50%, 175 person capacity (6ft distancing between parties)	25%, 75 person capacity (6ft distancing between parties)	25%, 75 people (6ft distancing between parties), attended only with members of your own household and 6ft spacing between groups	Closed
OUTDOOR GUIDED SERVICES	50%* capacity or 500 people	50% capacity or 25 people	50% capacity or 10 people	25% capacity or 10 people	25% capacity or 10 people	25%, up to 10 only in your own household
*Counties that enter Protect Our Neighbors are eligible to increase the percentage caps by 5% every month they continually sustain those metrics.						