

## Table of Contents

### Title 5

#### BUSINESS TAXES, LICENSES AND REGULATIONS

##### Chapters:

- 5.04 Canvassers, Hawkers, Peddlers and Solicitors**
  - 5.04.010 Definitions
  - 5.04.020 Registration required
  - 5.04.030 Fees
  - 5.04.040 Contents of registration
  - 5.04.050 Registration; grounds for denial
  - 5.04.060 "No visit" list
  - 5.04.070 Distribution of handbills and commercial flyers
  - 5.04.080 General prohibitions
  - 5.04.090 Violations record
  - 5.04.100 Certification of registration; revocation
  - 5.04.110 Registration; expiration; renewal fee
  - 5.04.120 Transfer of certificate of registration
  - 5.04.130 Violations
  
- 5.05 Business and Sales Tax Licenses Generally**
  - 5.05.010 Licensing
  - 5.05.020 Engaged in business without a license
  - 5.05.030 Revocation of license by Finance Director
  - 5.05.040 Special events
  - 5.05.050 Violations
  - 5.05.060 Severability; savings clause
  
- 5.07 Medical Marijuana**
  - 5.07.010 Definitions
  - 5.07.020 Medical Marijuana prohibition
  - 5.07.030 Existing medical marijuana businesses
  - 5.07.040 Patients and primary caregivers
  - 5.07.050 Violation, penalties
  
- 5.08 Liquor and Beer**
  - I. Licenses Generally
  - 5.08.010 License application fee
  - II. Optional Premises Licenses
  - 5.08.020 Authority
  - 5.08.030 Type; scope
  - 5.08.040 Qualifications; optional premises generally
  - 5.08.050 Qualifications; hotel and restaurant optional premises
  - 5.08.060 Information required
  - 5.08.070 Service schedule
  - 5.08.080 Application procedure
  - 5.08.090 Issuance
  - 5.08.100 Violation; penalty

**5.14 Franchise Administration Costs**

- 5.14.010 Purpose
- 5.14.020 Cable television franchise cost reimbursement

**5.16 Cable Service Standards**

- 5.16.010 Policy
- 5.16.020 Definitions
- 5.16.030 Customer service
- 5.16.040 Complaint procedure
- 5.16.050 Miscellaneous

## Chapter 5.04

### Canvassers, Hawkers, Peddlers and Solicitors

5.04.010	Definitions
5.04.020	Registration required
5.04.030	Fees
5.04.040	Contents of registration
5.04.050	Registration; grounds for denial
5.04.060	"No visit" list
5.04.070	Distribution of handbills and commercial flyers
5.04.080	General prohibitions
5.04.090	Violations record
5.04.100	Certification of registration; revocation
5.04.110	Registration; expiration; renewal fee
5.04.120	Transfer of certificate of registration
5.04.130	Violations

#### 5.04.010 Definitions.

As used in this Chapter, the following words have the meanings indicated.

*Canvasser* is a person who attempts to make personal contact with a resident at his or her residence without prior specific invitation or appointment from the resident, for the primary purpose of:

1. Attempting to enlist support for or against a particular religion, philosophy, ideology, political party, issue or candidate, even if incidental to such purpose the canvasser accepts the donation of money for or against such cause; or
2. Distributing a noncommercial flyer.

*Commercial flyer* is any printed or written material, any sample or device, circular, leaflet, pamphlet, newspaper, magazine, publication, booklet, handbill or other printed or otherwise reproduced original or copy of any manner of literature or paper containing a written or pictorial message that is predominately and essentially an advertisement and is distributed or circulated for advertising purposes or for any direct or indirect private financial gain of any person or entity so engaged as advertiser or distributor, except that a telephone directory or newspaper of general circulation in the Town published primarily for the purpose of disseminating news shall not be considered a *commercial flyer*.

*Hawker* or *peddler* is a person who attempts to make personal contact with a resident at his or her residence without prior specific invitation or appointment from the resident, for the primary purpose of attempting to sell a good or service. A *peddler* does not include a person who distributes handbills or flyers for a commercial purpose, advertising an event, activity, good or service that is offered to the resident for purchase at a location away from the residence or at a time different from the time of visit. Such a person is a *solicitor*.

*Noncommercial flyer* is any printed or written material, any sample or device, circular, leaflet, pamphlet, newspaper, magazine, booklet, handbill or any other printed or otherwise reproduced

original or copy of any manner of literature or paper containing a written or pictorial message that is distributed or circulated solely for nonprofit purposes.

*Solicitor* is a person who attempts to make personal contact with a resident at his or her residence without prior specific invitation or appointment from the resident, for the primary purpose of:

1. Attempting to obtain a donation to a particular patriotic, philanthropic, social service, welfare, benevolent, educational, civic, fraternal, charitable, political or religious purpose, even if incidental to such purpose there is the sale of some good or service; or
2. Distributing a commercial flyer. (Ord. 2008-15 §1, 2008)

#### **5.04.020 Registration required.**

No person shall act as a hawker, peddler or solicitor within the Town without first registering with the Town Clerk in accordance with this Chapter. Canvassers and noncommercial solicitors are not required to register but may do so for the purpose of reassuring Town residents of the canvasser or noncommercial solicitor's good faith. (Ord. 2008-15 §1, 2008)

#### **5.04.030 Fees.**

The following fees shall apply:

- A. Noncommercial solicitor or canvasser: no fee.
- B. Hawker, peddler or commercial solicitor: thirty-five dollars (\$35.00). (Ord. 2008-15 §1, 2008)

#### **5.04.040 Contents of registration.**

Any person or organization required to register under this Chapter shall provide the following information:

- A. The name, physical description and photograph of each person required to register. In lieu of this information, a driver's license, state identification card, passport or other government issued identification card (issued by a government within the United States) containing this information may be provided, and a photocopy taken.
- B. The permanent and (if any) local address of the organization to be represented by a hawker, peddler, solicitor or canvasser.
- C. The permanent and (if any) local address of each person acting as a hawker, peddler, solicitor or canvasser.
- D. A brief description of the proposed activity related to this registration. (Copies of literature to be distributed may be substituted for this description, at the option of the applicant.)
- E. The motor vehicle make, model, year, color, vehicle identification number and state license plate number of any vehicle which will be used by each person.

F. If registering as a hawker or peddler:

1. The name and permanent address of the business offering the event, activity, good or service (i.e., peddler's principal).

2. A copy of the principal's state sales tax license issued by the State and/or the Town.

G. The web address for this organization, person or group (or other address) where residents having subsequent questions can go for more information.

H. Two (2) identical photographs of the applicant which reasonably identify the applicant; such photographs of the applicant to measure two (2) inches by two (2) inches.

I. A statement as to whether or not the applicant has been convicted of any felony or has been institutionalized for mental illness which caused acts of violence against the person or property of another within the five (5) years preceding the date of the application or is required to be registered as a sex offender or as a sexual predator and the nature of the offense or the punishment or penalty assessed therefor, in this or any other State. (Ord. 2008-15 §1, 2008)

**5.04.050 Registration; grounds for denial.**

A. The Town Clerk may deny the issuance of a license or permit for the following reasons:

1. Any misrepresentation, fraud, deception, breach of warranty or breach of contract in the Town or elsewhere.

2. Failure to comply with this Chapter or violation of any ordinance applicable to his or her permitted activities.

3. Failure to obtain a sales tax license as required by the Town or failure of the applicant, his or her supervisor or his or her employer to remit any sales tax due the Town.

4. Registration as a sex offender or as a sexual predator, in this or any other state.

5. Felony convictions for crimes against the person or property of another, or institutionalization for mental illness which caused acts of violence against the person or property of another; provided, however, that such felony convictions or institutionalization occurred within the five (5) years preceding the date of application. For the purposes of this Section:

*Crimes or acts against the property of another* shall include: theft, burglary, breaking and entering, larceny and other similar felonies involving moral turpitude by whatever name.

*Crimes or acts of violence against the person or another* shall include: homicide, attempted homicide, rape, attempted rape, sexual assault, assault, battery and other similar felonies involving moral turpitude by whatever name.

B. Persons whose applications for registration have been denied shall be notified in writing of the reason for such denial within three (3) business days of receipt of application for registration by the Town Clerk and, upon written request to the Town Clerk, are entitled to an administrative review of

the denial by the Town Manager or his or her designee. The Town Manager or his or her designee shall determine whether the reasons for registration denial in fact exist, and shall notify the applicant in writing of said determination within three (3) business days of receipt of written request for administrative review by the Town Manager or his or her designee. (Ord. 2008-15 §1, 2008)

**5.04.060 "No visit" list.**

The Town Clerk shall maintain a list of persons within the Town who restrict visits to their residential property (including their leasehold, in the case of a tenant) by hawkers, peddlers and solicitors. A copy of said "no visit" list shall be provided to each hawker, peddler or solicitor. (Ord. 2008-15 §1, 2008)

**5.04.070 Distribution of handbills and commercial flyers.**

In addition to the other regulations contained herein, a person attempting to distribute commercial or noncommercial flyers within the Town shall observe the following regulations:

A. No commercial or noncommercial flyer shall be left at, or attached to, any sign, utility pole, transit shelter or other structure within the public right-of-way.

B. No commercial or noncommercial flyer shall be left at, or attached to, any privately owned property in a manner that causes damage to such privately owned property.

C. Any hawker, peddler or solicitor observed distributing commercial or noncommercial flyers shall be required to identify himself or herself to the police and verify registration pursuant to Section 5.04.020 above. (Ord. 2008-15 §1, 2008)

**5.04.080 General prohibitions.**

A. No peddler, hawker or solicitor shall:

1. Enter upon any private property where the property has clearly posted in the front yard a sign visible from the right-of-way (public or private) indicating prohibition against peddling, hawking and/or soliciting. Such sign need not exceed one (1) square foot in size and may contain words such as "no soliciting" or "no solicitors" in letters at least two (2) inches in height. The phrase "no soliciting" or "no solicitors" shall also prohibit peddlers and hawkers.

2. Remain upon any private property where a notice in the form of a sign or sticker is placed upon any door or entranceway leading into a residence or dwelling at which guests would normally enter, which sign contains the words "no soliciting" or "no solicitors" and which is clearly visible to the peddler, hawker or solicitor.

3. Enter upon private property where the current occupant has posted the property on the Town's "no visit" list, regardless of whether a front yard sign is posted.

4. Use, or attempt to use, any entrance other than the front or main entrance to the dwelling, or step from the sidewalk or indicated walkway (where one exists) leading from the right-of-way to the front or main entrance, except by express invitation of the resident or occupant of the property.

5. Remove any yard sign, door or entrance sign that gives notice to such person that the resident or occupant does not invite visitors.

6. Enter upon any private property within the Town after 7:00 p.m. and before 9:00 a.m.

B. It shall be unlawful for any person, organization, corporation or business entity to instruct, direct, command, order, organize or otherwise arrange for any person to engage in solicitation in violation of Subsections A.1—6 of this Section or in violation of Section 5.04.020 of this Chapter.

C. It shall be an affirmative defense to any violation of this Chapter that the peddler, hawker or solicitor has an express invitation from the resident or occupant of a dwelling allowing him or her to enter upon any posted property. (Ord. 2008-15 §1, 2008)

**5.04.090 Violations record.**

The Municipal Court Clerk shall report to the Town Clerk all convictions for violations of this Chapter. The Town Clerk, in his or her record for each certificate of registration issue, shall record the reports of violations therein. (Ord. 2008-15 §1, 2008)

**5.04.100 Certificate of registration; revocation.**

A. If the Town Clerk finds that any of the grounds stated in Section 5.04.050 above exist that an applicant has made a false statement in his or her application or that the applicant has a conviction for a violation of this Chapter within the twelve (12) months immediately preceding the current period of registration, the Town Clerk shall revoke the certificate of registration; or for other just cause, communicated to the person, related to the health, safety or welfare of the citizens of the Town or related to the person's business integrity or responsibility, the Town Clerk may revoke the certificate of registration.

B. Persons whose certificate of registration have been revoked shall be notified in writing of the reason for such revocation immediately upon revocation and, upon written request to the Town Clerk, are entitled to an administrative review of the revocation by the Town Manager or his or her designee. The Town Manager or his or her designee shall determine whether the reasons for revocation in fact exist, and shall notify the applicant in writing of said determination within three (3) business days of receipt of written request for administrative review by the Town Manager or his or her designee. (Ord. 2008-15 §1, 2008)

**5.04.110 Registration; expiration, renewal fee.**

Each registration shall expire on the date specified on the certificate of registration, and the Town Clerk shall issue no registration for a period longer than one (1) year. On the expiration of a certificate of registration, any person may apply for the issuance of a new registration. There shall be due and payable for the renewal of each certificate of registration issued hereunder the sum of thirty-five dollars (\$35.00). (Ord. 2008-15 §1, 2008)

**5.04.120 Transfer of certificate of registration.**

No person shall transfer or attempt to transfer a certificate of registration to any other person, and no person shall use a certificate of registration issued to any other person. (Ord. 2008-15 §1, 2008)

**5.04.130 Violations.**

Any person charged with a violation of this Chapter, upon conviction thereof, shall be punished by a fine of not more than one thousand dollars (\$1,000.00) or by imprisonment not to exceed one (1) year, or by both such fine and imprisonment. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation is committed, continued or permitted by any such person. (Ord. 2008-15 §1, 2008)

**Chapter 5.05**

**Business and Sales Tax Licenses Generally**

- 5.05.010 Licensing**
- 5.05.020 Engaged in business without a license**
- 5.05.030 Revocation of license by Finance Director**
- 5.05.040 Special events**
- 5.05.050 Violations**
- 5.05.060 Severability – savings clause**

**5.05.010 Licensing.**

A. License. It is unlawful for any person to engage in the business of selling at retail tangible personal property and services subject to the tax imposed by this Title without first having obtained a license. It shall be unlawful for all other persons to engage in business in the Town without first having obtained a license.

B. Engaged in business. Every person who engages in business in this Town shall obtain a license in order to do business in the Town. *Engaged in business in this Town* means performing or providing services, or selling, leasing, renting, delivering, installing or doing any activity in connection with the selling, leasing, renting, delivering or installing in the Town of tangible personal property by a retail sale for use, storage, distribution or consumption within this Town. This term includes, but is not limited to, the following acts or methods of transacting business:

1. Maintaining within the Town, directly or indirectly or by a subsidiary, an office, building, structure, store, distributing house, salesroom or house, warehouse, mobile vendor or other place of business;
2. Maintaining an office for employees, agents or commissioned salespersons to solicit business, to install, assemble, repair, service or assist in the use of its products, or for demonstration or other reasons;
3. Owning, leasing, renting or otherwise exercising control over real or personal property within the Town;

4. Sending one (1) or more employees, agents or commissioned salespersons into the Town to solicit business or to install, assemble, repair, service or assist in the use of its products or for demonstration or other reasons; or

5. Making more than one (1) delivery into the Town within a twelve-month period.

C. Application contents. The Town business/tax license shall be granted only upon application stating the name, address and date of birth of the person desiring such license, the name of such business and the character thereof, the applicable federal identification number and state license number of the business, the physical location of the business, the physical location phone number and the applicable contact phone number, fax and e-mail address. Other facts may be required by the Finance Director or designee, such as, but not limited to, the date of birth, driver's license number and social security number of an officer or owner of the business. The application must be signed and dated under penalty of perjury by an owner or officer of the business. A valid digital signature, or the equivalent thereof, on a license application transmitted electronically over the Internet or transmitted via other similar means is accepted and held as a written signature. A signature on a license application sent via facsimile is accepted and held as a written signature. Any person doing business as a wholesaler shall obtain a retailer's license if any sales are made at retail as defined herein. Applications for such licenses shall be made to the Financial Director or designee.

D. Each retail establishment to be licensed. In case business is transacted at two (2) or more separate places by one (1) person, a separate license for each place of business shall be required. Consolidated tax returns may be filed for those various locations. Each owner of a different business located at the same location must obtain a separate license for each business.

E. License form. Each license shall be numbered and shall show the licensee name, physical location address, mailing address and the expiration date of the license, and reflect the particular nature of the business. A license may contain conditions and qualifications as determined by the Finance Director.

F. License carrying or posting required. No licensee shall fail to carry any license issued in accordance with the provisions of this Chapter upon his or her person at all times when engaged in the operation, conduct or carrying on of any retail trade, profession or business for which the license was granted; except that, where such trade or business is operated, conducted or carried on at a fixed place or establishment, such license shall be exhibited at all times in some conspicuous place in the place of business. Every licensee shall produce his or her license for examination when requested to do so by any Town police officer or by any person representing the Town.

G. Nontransferable. No license shall be transferable.

H. License fee. Each application for and renewal of a license shall be accompanied by payment of an annual fee in the amount of ten dollars (\$10.00), which fee shall be effective beginning January 1, 2004. For any license issued in 2003, the Town shall not charge any fee. An exempt institution shall be exempt from this license fee.

I. Expiration, renewal and renewal fees. All licenses issued shall expire on December 31 of each calendar year, or such shorter term as necessary to reflect the particular nature of the business and/or compliance with other Town regulations. On or before December 31 of each calendar year, or such

earlier license termination, the holder of a license may apply for a renewal license to the Finance Director for the next ensuing calendar year. A license for a new business or for a transfer of ownership issued on or after November 15 of each calendar year shall be valid for the next complete calendar year, subject to the renewal provisions of this Section and subject further to the licensee's compliance with this Title. All applications for renewal licenses shall be made on forms prescribed and furnished by the Finance Director. Failure to obtain a renewal license by the December 31 expiration date of the original license shall result in payment of an increased renewal fee according to the following schedule:

<i>Renewal after:</i>	<i>Penalty</i>	<i>Total Due</i>
January 1	\$ 5.00	\$15.00
February 1	10.00	20.00
March 1	15.00	25.00

J. No final inspection unless license issued. No final inspection shall be made by the Building Official, and no certificate of occupancy, temporary or otherwise, shall be issued unless the person or business has been issued a license as provided in this Chapter. (Ord. 2010-44 §1, 2010; Ord. 2006-26 §§12, 13, 2006; Ord. 2004-10 §1, 2004; Ord. 2003-20 §2, 2003)

**5.05.020 Engaged in business without a license.**

Any person engaged in business in this Town without having secured a business and sales tax license in advance, except as specifically provided herein, shall be guilty of a violation of this Code. (Ord. 2010-44 §1, 2010; Ord. 2003-20 §2, 2003)

**5.05.030 Revocation of license by Finance Director.**

A. The Finance Director may, on reasonable notice and after full hearing, revoke the license of any person found to have violated any provisions of this Code.

B. Any findings and order of the Finance Director or designee revoking the license of any person shall be subject to review by the District Court upon application of the aggrieved party, in accordance with Rule 106(a)(4) of the Colorado Rules of Civil Procedure. (Ord. 2010-44 §1, 2010; Ord. 2003-20 §2, 2003)

**5.05.040 Special events.**

A. No special event shall occur without the issuance of a special events license to the organizer of the event, which license shall cost ten dollars (\$10.00). A *special event* shall mean any sales event taking place at a single location for a limited period of time not to exceed seven (7) days, which includes three (3) or more vendors. The vendors of a special event need not individually obtain a license if a special events license has been issued to the organizer of the special event. If there is no special events organizer, the vendors at the special event must obtain their own sales tax license and collect and remit the tax to the Town pursuant to this Code. The organizer shall remit all taxes collected by the vendors who do not have a sales tax license for the event and for all vendors who have a license but who elect to have the organizer remit the tax.

B. No later than two (2) days before the start of the special event, the special events organizer shall provide the Finance Director or designee with a list of the names and addresses of all vendors of the special event, and a list of all tax license numbers of vendors who have obtained their own licenses for the event and are remitting the tax to the Town themselves.

C. Vendors or organizers of a special event must remit the sales tax they collect and complete a tax schedule on a form provided by the Finance Director or designee. The tax schedule and tax remittance is due fifteen (15) days after the special event ends. Only the organizer will be permitted to take the deduction for the three and one-third percent (3⅓%) of taxes remitted. This deduction is limited to two hundred dollars (\$200.00). This deduction is not allowed if the schedule and tax remittance are not received by the Town by the due date. (Ord. 2010-44 §1, 2010; Ord. 2006-26 §14, 2006; Ord. 2003-20 §2, 2003)

#### **5.05.050 Violations.**

It is unlawful for any person to violate any of the provisions of this Chapter. Any violation of this Chapter shall be punishable by a fine of not more than one thousand dollars (\$1,000.00) or by imprisonment for not more than one (1) year, or by both such fine and imprisonment. (Ord. 2010-44 §1, 2010; Ord. 2003-20 §2, 2003)

#### **5.05.060 Severability – savings clause.**

A. As used in this Section, the term *provision* means and includes any part, division, subdivision, Section, subsection, sentence, clause or phrase; the term *application* means and includes an application of an ordinance or any part thereof, whether considered or construed alone or together with another ordinance or ordinances, or part thereof, of the Town; and the term *this ordinance* means and includes the ordinance enacting this Section, together with any and all exhibits and schedules therein incorporated, and each Title, Chapter and Section of this Code in which such ordinance is codified.

B. If any provision of the ordinance codified herein or the application of such provision to any person or circumstance, is for any reason held to be invalid, such invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable. The Town Council hereby declares that it would have passed the ordinance codified herein and each provision thereof, even though any one (1) of the provisions might be declared unconstitutional or invalid.

C. The amendment, repeal or supersession of any ordinance or provision of any ordinance by this Chapter shall not release, extinguish, alter, modify or change in whole or in part any penalty, liability or right which may have been incurred or obtained under such ordinance or provision thereof; and such ordinance or provision thereof so amended, repealed or superseded shall be treated and held as remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings and prosecutions, for the enforcement of such penalty, liability or right and for the enforcement of such penalty, liability or right and for the purpose of sustaining any judgment, decree or order which can or may be rendered, entered or made in such actions, suits or proceedings, or prosecutions imposing, inflicting or declaring such penalty or liability or enforcing such right, and shall be treated and held as remaining in force for the purpose of sustaining any and all proceedings, actions, hearings and

appeals pending before any court or administrative tribunal. (Ord. 2010-44 §1, 2010; Ord. 2003-20 §2, 2003)

## **Chapter 5.07**

### **Medical Marijuana**

- 5.07.010 Definitions**
- 5.07.020 Medical marijuana prohibition**
- 5.07.030 Existing medical marijuana businesses**
- 5.07.040 Patients and primary caregivers**
- 5.07.050 Violation, penalties**

#### **5.07.010 Definitions.**

For the purpose of this Chapter, the following terms shall have the meaning ascribed to them below

*Chapter* means this Chapter 5.07 of the Code.

*Code* means the Castle Rock Municipal Code.

*CMMC* means the Colorado Medical Marijuana Code, C.R.S. §12-43.3-101, et seq.

*Marijuana* shall have the same meaning as the term "useable form of marijuana" as set forth in Article XVIII, Section 14(1)(i) of the Colorado Constitution, or as may be more fully defined in any applicable state law or regulation.

*Medical marijuana* means marijuana that is grown and sold for a purpose authorized by Section 14 of Article XVIII of the Colorado Constitution.

*Medical marijuana center* means a person authorized to be licensed to operate a business as described in §12-43.3-402 of the CMMC that sells medical marijuana to registered patients or primary caregivers as defined in Section 14, or Article XVIII of the Colorado Constitution, but is not a primary caregiver.

*Medical marijuana-infused products manufacturer* means a person licensed pursuant to the CMMC to operate a business as described in §12-43.3-404 of the CMMC.

*Optional premises cultivation operation* means a person licensed pursuant to the CMMC to operate a business as described in §12-43.3-403 of the CMMC.

*Patient* shall have the same meaning as set forth in Article XVIII, Section 14(1)(d) of the Colorado Constitution, or as may be more fully defined in any applicable state law or regulation.

*Primary caregiver* shall have the same meaning as set forth in Article XVIII, Section 14(1)(f) of the Colorado Constitution and subject to any statutory requirements or conditions, or as addressed in any applicable Colorado Department of Revenue regulations.

In addition, terms used in this Chapter which are defined or described under the CMMC shall have the meaning and effect ascribed to them under and in the context of the CMMC. (Ord. 2010-25 §2, 2010)

**5.07.020 Medical marijuana prohibition.**

Medical marijuana businesses, including medical marijuana centers, optional premises cultivation and medical marijuana-infused manufacturer operations, are prohibited within the municipal limits of the Town of Castle Rock. It is unlawful for any person to operate a medical marijuana business, including a medical marijuana center, an optional premises cultivation operation, or a medical marijuana-infused manufacturer operation in the Town. No Town license or permit for such medical marijuana business shall be issued by any Town official, nor shall Town approval of a state application under the CMMC be given for such business by any Town official. This prohibition applies irrespective of the form of ownership or structure of the business activity and includes cooperatives and nonprofits. (Ord. 2010-25 §2, 2010)

**5.07.030 Existing medical marijuana businesses.**

Any medical marijuana business operating on July 1, 2010, under a valid license expressly authorizing the commercial cultivation or distribution of medical marijuana issued by the Town pursuant to Chapter 5.05 of this Code ("pre-existing medical marijuana licensee") may continue to cultivate, manufacture and sell medical marijuana or medical marijuana-infused products through December 31, 2010, provided that such business maintains such license in good standing and is in compliance with and in good standing under the provisions of the CMMC and any regulations promulgated thereunder. All pre-existing medical marijuana licensees shall cease those activities and operations prohibited by Section 5.07.020 of this Chapter at the close of business on December 31, 2010. (Ord. 2010-25 §2, 2010)

**5.07.040 Patients and primary caregivers.**

Nothing in this Chapter shall be construed to prohibit, regulate or otherwise impair the use of medical marijuana by patients as defined by the Colorado Constitution, or the provision of medical marijuana by a primary caregiver to a patient in accordance with the Colorado Constitution, and applicable statutes and regulations. (Ord. 2010-25 §2, 2010)

**5.07.050 Violation; penalty.**

In addition to any other penalties that may exist under state, federal and local laws, any person charged with a violation of this Chapter, upon conviction thereof, shall be punished by a fine of not more than one thousand dollars (\$1,000.00) or by imprisonment not to exceed one (1) year, or by both such fine and penalty. Each person shall be guilty of a separate offense for each and every day during any portion of which any violation is committed, continues or permitted by any such person. (Ord. 2010-25 §2, 2010)

## **Chapter 5.08**

### **Liquor and Beer**

#### **Article I. Licenses Generally**

**5.08.010 License application fee**

#### **Article II. Optional Premises Licenses**

- 5.08.020 Authority**
- 5.08.030 Type; scope**
- 5.08.040 Qualifications; optional premises generally**
- 5.08.050 Qualifications; hotel and restaurant optional premises**
- 5.08.060 Information required**
- 5.08.070 Service schedule**
- 5.08.080 Application procedure**
- 5.08.090 Issuance**
- 5.08.100 Violation; penalty**

#### **Article I. Licenses Generally**

**5.08.010 License application fee.**

Each application for a liquor and/or beer license filed with the Town Clerk shall be accompanied by an application fee not to exceed the following:

- A. For investigation of transfer of ownership or transfer of location fee, two hundred fifty dollars (\$250.00);
- B. For a change of location or ownership, or temporary license issued pursuant to Section 12-4-106(1)(b.5) C.R.S., two hundred fifty dollars (\$250.00);
- C. For annual renewal investigation fee, fifty dollars (\$50.00);
- D. For special event permit (liquor or beer), twenty-five dollars (\$25.00) per permit;
- E. For new manager registration fee (hotel and restaurant only), seventy-five dollars (\$75.00).

See Exhibit "A" for fee schedule, attached to the ordinance codified in this Chapter and on file in the office of the Town Clerk. (Ord. 89-35 §1, 1989; Ord. 89-30 §1, 1989; Ord. 85-1 §1, 1985; Ord. 10.07, 1981)

#### **Article II. Optional Premises Licenses**

**5.08.020 Authority.**

In accordance with Section 12-47-135.5 C.R.S., the issuance of an optional premises license, or an optional premises for hotel and restaurant license, shall be allowed in a municipality only after such

municipality has adopted by ordinance specific standards for the issuance of such licenses. (Ord. 84-9 §1, 1984)

**5.08.030 Type; scope.**

A. Upon proper application, appropriate review and public hearing if required, and approval by state and local licensing authorities, an applicant, upon following the stated conditions in this Chapter, may receive one (1) of the following types of optional premises liquor licenses:

1. Optional premises license; or
2. Optional premises for hotel and restaurant license.

B. Receipt of such license authorizes the holder thereof to sell, dispense or serve malt, vinous or spirituous liquors by the drink to its customers at such specific locations and upon the conditions enumerated and approved by the state and local authorities. (Ord. 84-9 §2, 1984)

**5.08.040 Qualifications; optional premises generally.**

A. An applicant for an optional premises license must be qualified and eligible to receive a liquor license in accordance with all general personal qualifications for the receipt of any type of liquor license.

B. In addition thereto, an applicant for an optional premises license must show the following:

1. He or she owns, leases or otherwise has a right of possession to the requested location or locations for such optional premises license;
2. The license requested is to be used in conjunction with an outdoor sports and recreational facility wherein a fee is charged for the use of such facility. Such outdoor sports and recreational facility may be a golf course, tennis courts, racetrack, aquatic facility, equestrian facility, game field or fields, or outdoor facility for a winter sport;
3. The minimum size for the outdoor sports and recreational facility to be eligible for an optional premises license is two and one-half (2½) acres. (Ord. 84-9 §3, 1984)

**5.08.050 Qualifications; hotel and restaurant optional premises.**

A. An applicant for an optional premises for hotel and restaurant license must be qualified and eligible to receive a liquor license in accordance with each and every statutory, state and local requirement necessary for the receipt of a hotel and restaurant liquor license. Ownership of such a license for the same premises fulfills this eligibility requirement, and the optional premises for hotel and restaurant license may be applied for by the holder of a hotel and restaurant license.

B. In addition thereto, an applicant for an optional premises license must show the following:

1. He or she owns, leases or otherwise has a right of possession to the requested location or locations of such optional premises license;

2. The license requested is to be used in conjunction with an outdoor sports and recreational facility wherein a fee is charged for the use of such facility. Such outdoor sports and recreational facility may be a golf course, tennis courts, racetrack, aquatic facility, equestrian facility, game field or fields, or outdoor facility for a winter sport;

3. The minimum size for the outdoor sports and recreational facility to be eligible for an optional premises license shall be two and one-half (2½) acres. (Ord. 84-9 §4, 1984)

**5.08.060 Information required.**

Each and every applicant for an optional premises license or an optional premises for hotel and restaurant license shall further submit the following information to the Town with his or her license application.

A. The applicant shall request the specific number of optional premises locations desired, not to exceed ten (10) in number. Each applicant who otherwise qualifies under this Chapter shall be entitled to request at least two (2) locations notwithstanding the applicant's premises' area. There shall be no less than two and one-half (2½) acres per location for each location when the requested number of locations exceeds two (2);

B. A map to scale disclosing each and every location requested on the premises and specifically showing:

1. Area of service,
2. Seating, if any,
3. Restroom facilities, if any,
4. Fencing or screening, if utilized to assist in security and in limiting access to the serving area, and
5. Storage area, if applicable;

C. A written statement setting forth the applicant's reasons for requesting optional premises locations and the number thereof, the specific methods of security to be utilized to identify, control and protect the various locations, the provisions for protecting and securing storage areas, and the public benefit to be derived if the optional premises request is approved. (Ord. 84-9 §5, 1984)

**5.08.070 Service schedule.**

Prior to serving at any optional premises location, the license holder must provide the Town, through the office of the Town Clerk, a minimum of forty-eight (48) hours' notice of the exact dates, times and locations to be used under the license. Such notice may include several dates but shall not be valid for more than ninety (90) days. Forty-eight (48) hours' notice is two (2) business days, actual notice to be received at the Town Clerk's office between the hours of 8:30 a.m. and 4:30 p.m. (Ord. 84-9 §6, 1984)

**5.08.080 Application procedure.**

An applicant for an optional premises license shall pay such fees as are required by the State Department of Revenue and the Town and are in force at the time of the submission of the application. The procedures to be followed are:

A. For the receipt of an optional premises license, an applicant shall follow all required procedures enumerated with the liquor code for the granting of a new liquor license, including but not limited to posting, publication and a public hearing to determine needs and requirements of the neighborhood.

B. For the receipt of an optional premises for hotel and restaurant license, an applicant shall follow all required procedures enumerated with the liquor code for the granting of a new liquor, including but not limited to posting, publication and a public hearing to determine needs and requirements of the neighborhood.

C. For the receipt of an optional premises for hotel and restaurant license, where the applicant already possesses a hotel and restaurant license, the applicant shall supply all other information required in accordance with this Chapter; however, the state and local authorities may proceed to approve the request for the optional premises without further publication, posting or public hearing if desired. Nothing in this subsection shall preclude the local licensing authority from seeking public input relating to such request and acting upon the request at any scheduled public meeting. (Ord. 84-9 §7, 1984)

**5.08.090 Issuance.**

The issuance of any optional premises license shall be at the discretion of the Town and the Town Council reserves the right to deny any such request or to place thereon any additional standards or requirements which it, in its discretion, deems appropriate. (Ord. 84-9 §8, 1984)

**5.08.100 Violation; penalty.**

It is the duty of the officials of the Town to enforce all provisions of this Chapter, including any and all special provisions adopted by the Town Council with respect to any particular license, and in the event of noncompliance, to issue a summons and complaint to the holder of a license or any other person not abiding by the terms of this Chapter. Any person convicted of violating any provision of this Chapter shall be punished by a fine not to exceed three hundred dollars (\$300.00). (Ord. 84-9 §9, 1984)

**Chapter 5.14**

**Franchise Administration Costs**

**5.14.010 Purpose**

**5.14.020 Cable television franchise cost reimbursement**

**5.14.010 Purpose.**

The purpose of this Chapter is to provide guidelines for the Town's recoupment of costs related to the negotiation, review and evaluation of franchise applications, renewals and transfers. (Ord. 96-36 §1(part), 1996)

**5.14.020 Cable television franchise cost reimbursement.**

Any person applying for or obtaining a franchise to use the public rights-of-way of the Town or for the initial grant, renewal or transfer of a cable television or telecommunications franchise with the Town ("applicant") shall reimburse the Town for all the Town's reasonable processing, consulting and review expenses in connection with such grant, application, renewal or transfer, including, without limitation, costs of administrative review, financial, legal and technical evaluation of the applicant and the terms of the franchise, consulting costs (including technical and legal experts and all costs incurred by such experts), notice, publications, document preparation and election expenses. Such reimbursement shall not be charged against any franchise fee or any public, educational and governmental support due to the Town during the franchise, and the grant, transfer or renewal of any franchise or right to use the public rights-of-way within the Town shall be conditional upon payment by the applicant of all such reimbursement costs within forty-five (45) days of receipt of any itemization thereof. (Ord. 96-36 §1(part), 1996)

**Chapter 5.16**

**Cable Service Standards**

- 5.16.010 Policy**
- 5.16.020 Definitions**
- 5.16.030 Customer service**
- 5.16.040 Complaint procedure**
- 5.16.050 Miscellaneous**

**5.16.010 Policy.**

The Cable Operator should be permitted the option and autonomy to first resolve citizen complaints without delay and interference from the Franchising Authority.

Where a given complaint is not addressed by the Cable Operator to the citizen's satisfaction, the Franchising Authority should intervene. In addition, where a pattern of, or unremedied, noncompliance with the Standards is identified, the Franchising Authority should prescribe a cure and establish a thirty-day deadline for implementation of the cure. If the noncompliance is not cured within thirty (30) days, monetary sanctions should be imposed to encourage compliance.

These Standards are intended to be of general application; however, the Cable Operator shall be relieved of any obligations hereunder it is unable to perform due to a region-wide natural emergency or in the event of a *force majeure* affecting a significant portion of the franchise area. The Cable Operator is free to exceed these Standards to the benefit of its customers and such shall be considered performance for the purposes of these Standards. (Ord. 94-31 §1(part), 1994)

#### **5.16.020 Definitions.**

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

A. *Adoption* shall mean the process necessary to formally enact the Standards within the Franchising Authority's jurisdiction, or to approve the Model Franchise Agreement adopted by the TCI Renewal Group of the GMCC (the "MFA") incorporating the Standards, under applicable ordinances and laws.

B. *Cable Operator* shall mean any person granted a franchise to operate, or operating, a cable television, data transfer or telecommunications system within any area of jurisdiction of the Franchising Authority and, in the MFA, the Grantee, or such person's employees, agents, contractors or subcontractors.

C. *Customer* shall mean any person who receives service of any sort from the Cable Operator.

D. *Customer service representative* (or "CSR") shall mean any person employed by the Cable Operator to assist, or provide service to, customers, whether by answering public telephone lines, writing service or installation orders, answering customers' questions, receiving and processing payments, or performing other customer service-related tasks.

E. *Franchising Authority* shall mean the Town and/or the Greater Metro Cable Consortium, and/or, in the MFA, the Grantor.

F. *Greater Metro Cable Consortium* (or "GMCC") shall mean a Colorado agency formed by intergovernmental agreement between its members, local governmental subdivisions of the State of Colorado. The GMCC may be delegated the authority to enforce cable television franchises and cable system operations for its member communities, and may administer any or all functions under these Standards.

G. *Town* shall mean the Town of Castle Rock, Colorado. (Ord. 94-31 §1(part), 1994)

#### **5.16.030 Customer service.**

A. *Courtesy.* All employees of the Cable Operator shall be courteous, knowledgeable and helpful and shall provide effective and satisfactory service in all contacts with customers.

B. *Accessibility.*

1. Within sixty (60) days of the effective date of these Standards, the Cable Operator shall provide, at sites acceptable to the Franchising Authority, customer service centers/business offices ("service centers") such that no customer shall be located further than ten (10) miles away from a service center. Except as otherwise approved by the Franchising Authority, all service centers shall be open Monday through Friday from 8:00 a.m. to 6:00 p.m., and from 9:00 a.m. to 1:00 p.m. Saturdays, and shall be fully staffed with customer service representatives offering the following services to customers who come to the service center: bill payment, equipment exchange, processing of change of service requests, and response to customer inquiries and requests. The

Franchising Authority may approve alternatives for service centers offering lesser services at any site to which the public has general access. The Cable Operator shall post a sign at each service center advising customers of its hours of operation and of the addresses and telephone numbers at which to contact the Franchising Authority and the Cable Operator if the service center is not open at the times posted. The Cable Operator shall provide free exchanges of faulty converters at the customer's address.

2. The Cable Operator shall maintain local telephone access lines that shall be available twenty-four (24) hours a day, seven (7) days a week for service/repair requests and billing inquiries.

3. The Cable Operator shall have dispatchers and technicians on call twenty-four (24) hours a day, seven (7) days a week, including legal holidays.

4. The Cable Operator shall retain sufficient customer service representatives and telephone line capacity to ensure that telephone calls to service/repair and billing inquiry lines are answered by a customer service representative within thirty (30) seconds or less, and that any transfers are made within thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time measured monthly.

5. The total number of calls receiving busy signals shall not exceed three percent (3%) of the total telephone calls. This standard shall be met ninety percent (90%) or more of the time measured monthly.

#### C. Responsiveness.

##### 1. Guaranteed seven-day residential installation.

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

b. All underground cable drops from the curb to the home shall be buried at a depth of no less than twelve (12) inches and within no more than one (1) calendar week from the initial installation, or at a time mutually agreed upon between the Cable Operator and the customer.

##### 2. Residential installation and service appointments.

a. Customers requesting installation of cable service or service to an existing installation may choose any of the following blocks of time for the installation appointment: 8:00 a.m. to 12:00 noon; 12:00 noon to 4:00 p.m.; 4:00 p.m. to 8:00 p.m.; or a four-hour block of time mutually agreed upon by the customer and the Cable Operator. The Cable Operator may not cancel an appointment with a customer after 5:00 p.m. on the day before the scheduled appointment, except for appointments scheduled within twelve (12) hours after the initial call.

b. The Cable Operator shall contact by telephone, mail or in person, every customer within two (2) weeks after installation to assure the customer's satisfaction with the work completed. All responses shall be recorded and retained by the Cable Operator, and made easily available to the Franchising Authority upon request.

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

### 3. Residential service interruptions.

a. In the event of system outages (loss of reception on all channels) resulting from Cable Operator equipment failure affecting five (5) or more customers, the Cable Operator shall correct such failure within two (2) hours after the third customer call is received.

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

c. The Cable Operator shall keep an accurate and comprehensive file of any and all complaints regarding the cable system or its operation of the cable system, in a manner consistent with the privacy rights of customers, and the Cable Operator's actions in response to those complaints. These files shall remain open to the Franchising Authority and the public during normal business hours. The Grantee shall provide the Grantor an executive summary monthly, which shall include information concerning customer complaints. A summary of service requests, identifying the number and nature of the requests and their disposition, shall also be completed by the Cable Operator for each month and submitted to the Franchising Authority by the tenth day of the succeeding month. A log of all service interruptions shall be maintained and provided to the Franchising Authority quarterly.

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

### 4. TV reception.

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

b. If a customer experiences poor video or audio reception attributable to the Cable Operator's equipment, the Cable Operator shall repair the problem no later than the day following the customer call. If an appointment is necessary, the customer may choose the

same blocks of time described in subsection C2a above. At the customer's request, the Cable Operator shall repair the problem at a later time convenient to the customer.

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

6. Billing, credits and refunds.

a. The Cable Operator shall convert to the anniversary billed system or similar system of billing as set forth in Exhibit C attached to the ordinance codified herein, no later than December 31, 1996. The Cable Operator shall submit reports to the Franchising Authority regarding its progress towards converting to said system at least quarterly. Should these reports indicate that the conversion can practicably take place prior to the above-mentioned date, the Cable Operator shall so convert. On the date when the Cable Operator converts to the anniversary billing system, the following conditions shall apply: the Cable Operator shall allow at least thirty (30) days from the beginning date of the applicable service period for payment of a customer's service bill for that period. If a customer's service bill is not paid within that period of time, the Cable Operator may apply an administrative fee to the customer's account. If the customer's service bill is not paid within forty-five (45) days of the beginning date of the applicable service period, the Cable Operator may perform a "soft" disconnect of the customer's service. If a customer's service bill is not paid within fifty-two (52) days of the beginning date of the applicable service period, the Cable Operator may disconnect the customer's service, provided that it has provided two (2) weeks' notice to the customer that such disconnection may result.

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

7. Treatment of property.

a. The Cable Operator shall keep tree trimming to a minimum; trees and shrubs or other landscaping that are damaged by the Cable Operator, any employee or agent during installation or construction shall be restored to their prior condition or replaced. Trees and shrubs shall not be removed without the prior permission of the owner or legal tenant of the property on which they are located. This provision shall be in addition to, and shall not supersede, any requirement in any franchise agreement.

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

c. Except in the case of an emergency involving public safety or service interruption to a large number of subscribers, the Cable Operator shall give reasonable notice to property owners or legal tenants prior to entering upon private premises, and the notice shall specify the work to be performed; provided that in the case of construction operations, such notice shall be delivered or provided at least twenty-four (24) hours prior to entry. Nothing herein shall be construed as authorizing access or entry to private property, or any other property, where such right to access or entry is not otherwise provided by law. If damage is caused by any Cable Operator activity, the Cable Operator shall reimburse the property owner one hundred percent (100%) of the cost of the damage or replace the damaged property. For the installation of pedestals or other major construction or installation projects, property owners shall also be notified by mail at least one (1) week in advance. In the case of an emergency, the Cable Operator shall attempt to contact the property owner or legal tenant in person, and shall leave a door hanger notice in the event personal contact is not made.

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

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

1. For any customer with a disability, the Cable Operator shall at no charge deliver and pick up converters at customers' homes. In the case of a malfunctioning converter, the technician shall provide another converter, hook it up and ensure that it is working properly, and shall return the defective converter to the Cable Operator.

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

3. The Cable Operator shall provide free use of a remote control unit to mobility-impaired (if disabled, in accordance with subsection 4, immediately below) customers.

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

#### E. Customer Information.

1. Upon installation, and at any time the customer may request, the Cable Operator shall provide the following information, in clear, concise written form:

a. Products and services offered by the Cable Operator, including its channel lineup;

b. The Cable Operator's complete range of service options and the prices for these services;

c. These Standards, with Schedule A attached to the ordinance codified herein, and any other applicable customer service standards;

- d. Instruction on the use of cable TV service and on standard VCR hookups;
- e. The Cable Operator's billing, collection and disconnection policies;
- f. Customer privacy requirements;
- g. All applicable complaint procedures, including complaint forms and the telephone numbers and mailing addresses of the Cable Operator, the FCC and the Franchising Authority to whom the complaints should be addressed;
- h. Use and availability of A/B switches;
- i. Use and availability of parental control/lock-out device;
- j. Special services for customers with disabilities; and
- k. Days, times of operation and locations of the service centers.

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

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

4. All officers, agents and employees of the Cable Operator or its contractors or subcontractors who are in personal contact with cable customers shall wear on their outer clothing identification cards bearing their name and photograph as approved by the Franchising Authority. The Cable Operator shall account for all identification cards at all times. Every vehicle of the Cable Operator shall be clearly visually identified to the public as working for the Cable Operator. All CSRs shall identify themselves orally to callers immediately following the greeting during each telephone contact with the public. Every vehicle of a subcontractor or contractor shall be labeled with the name of the contractor and further identified as contracting or subcontracting for the Cable Operator.

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

#### F. Customer Privacy.

1. The Cable Operator shall not monitor cable television signals to determine the individual viewing patterns or practices of any customer without prior written consent from that customer, except as otherwise permitted by the applicable franchise.

2. The Cable Operator shall not sell or otherwise make available customer lists or other personally identifiable customer information without prior written customer consent, except as

otherwise permitted by the franchise. The Cable Operator is permitted to disclose such information if such disclosure is necessary to render, or conduct, a legitimate business activity related to a cable service or other service provided by the Cable Operator to its customers.

G. Safety. The Cable Operator shall install and locate its facilities, cable system and equipment in compliance with all federal, state, local and company safety standards, and in such manner as shall not unduly interfere with or endanger persons or property. Whenever the Cable Operator receives notice that an unsafe condition exists with respect to its equipment, the Cable Operator shall investigate such condition immediately, and shall take such measures as are necessary to remove or eliminate any unsafe condition.

H. Satisfaction Guaranteed. The Cable Operator shall guarantee customer satisfaction for every customer who requests new installation of cable service or adds any additional programming service to the customer's cable subscription. Any such customer who requests disconnection of such service within thirty (30) days from its date of activation shall receive a credit to his or her account in the amount of one (1) month's subscription charge for the service that has been disconnected. (Ord. 94-31 §1(part), 1994)

#### **5.16.040 Complaint procedure.**

A. Complaints to the Cable Operator.

1. The Cable Operator shall establish written procedures for receiving, acting upon and resolving customer complaints, and crediting customer accounts in accordance with Schedule A, "Credits to Customers," attached to the ordinance codified herein, which Schedule is incorporated herein by this reference, and as otherwise provided herein, without intervention by the Franchising Authority, and shall publicize such procedures through printed documents at the Cable Operator's sole expense.

2. Said written procedures shall prescribe a simple manner in which any customer may submit a complaint by telephone or in writing to the Cable Operator that it has violated any provision of these Customer Service Standards, any terms or conditions of the customer's contract with the Cable Operator, or reasonable business practices.

3. At the conclusion of the Cable Operator's investigation of a customer complaint, but in no more than fifteen (15) calendar days after receiving the complaint, the Cable Operator shall notify the customer of the results of its investigation and its proposed action or credit.

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

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

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

## B. Security Fund.

1. Within thirty (30) days of the effective date of these Standards or the effective date of any franchise granted by the Franchising Authority, whichever occurs first, the Cable Operator shall deposit with an escrow agent approved by the Franchising Authority one hundred thousand dollars (\$100,000.00), or, in the sole discretion of the Franchising Authority, such lesser amount as the Franchising Authority deems reasonable to protect subscribers within its jurisdiction. Such amount may, with the approval of the Franchising Authority, be posted jointly for more than one (1) member of the GMCC, and may be administered, and drawn upon jointly by the GMCC or drawn upon individually by each member. The escrowed funds shall constitute the "Security Fund" for ensuring compliance with these Standards for the benefit of the Franchising Authority. The escrowed funds shall be maintained by the Cable Operator at one hundred thousand dollars (\$100,000.00), or such lesser amount accepted by the Franchising Authority, even if amounts are withdrawn pursuant to any provision of these Standards.

2. At any time during the term of this agreement, the Franchising Authority may require the Cable Operator to increase the amount of the Security Fund if it finds that new risk factors exist which necessitate such an increase.

3. The Security Fund shall serve as security for the payment of any penalties, fees, charges or credits as provided for herein and for the performance by the Cable Operator of all its obligations under these Customer Service Standards.

4. The rights reserved to the Franchising Authority with respect to the Security Fund are in addition to all other rights of the Franchising Authority, whether reserved by any applicable franchise agreement or authorized by law, and no action, proceeding or exercise of a right with respect to same shall in any way affect, or diminish, any other right the Franchising Authority may otherwise have.

## C. Complaints to the Franchising Authority.

1. Any customer who is dissatisfied with any proposed decision of the Cable Operator or who has not received a decision within the fifteen-day period as required shall be entitled to have the complaint reviewed by the Franchising Authority.

2. The customer may initiate the review either by calling the Franchising Authority or by filing a written complaint together with the Cable Operator's written decision, if any, with the Franchising Authority.

3. The customer shall make such filing and notification within twenty (20) days of receipt of the Cable Operator's decision or, if no decision has been provided, within thirty (30) days after filing the original complaint with the Cable Operator.

4. If the Franchising Authority decides that further evidence is warranted, the Franchising Authority shall require the Cable Operator and the customer to submit, within ten (10) days of notice thereof, a written statement of the facts and arguments in support of their respective positions.

5. The Cable Operator and the customer shall produce any additional evidence, including any reports from the Cable Operator, which the Franchising Authority may deem necessary to an understanding and determination of the complaint.

6. The Franchising Authority shall issue a determination within fifteen (15) days after examining the materials submitted, setting forth its basis for the determination.

7. The Franchising Authority may extend these time limits for reasonable cause and may intercede and attempt to negotiate an informal resolution.

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

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

E. Overall Quality of Service. The Franchising Authority may evaluate the overall quality of customer service provided by the Cable Operator to customers:

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

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

F. Noncompliance with Customer Service Standards. Noncompliance with any provision of these Standards is a violation of these Standards.

G. Procedure for Remediating Violations.

1. If the Franchising Authority has reason to believe that the Cable Operator has failed to comply with any of these Standards, or has failed to perform in a timely manner, the Franchising Authority may demand in writing that the Cable Operator remedy the alleged noncompliance. If the alleged noncompliance is denied or not remedied to the satisfaction of the Franchising Authority, the Franchising Authority may opt to follow the following procedure.

2. An informal meeting may be held to review the alleged noncompliance. If this meeting does not result in a resolution satisfactory to the Franchising Authority, the Cable Operator may request or the Franchising Authority may require an administrative hearing to determine if the noncompliance occurred. The Cable Operator shall be provided with ten (10) days' written notice of the time and the place of the hearing, the allegations of noncompliance and the possible consequences of the noncompliance if substantiated.

3. After the administrative hearing, the Franchising Authority shall determine whether the noncompliance has been substantiated. If the noncompliance is substantiated, the Franchising Authority may order the Cable Operator to correct or remedy the noncompliance within thirty (30) days (except where the noncompliance constitutes a material safety hazard) and in the manner and on the terms and conditions that the Franchising Authority establishes, or, in its sole discretion, the Franchising Authority may find a material violation of these Standards.

4. If the Franchising Authority determines in its sole discretion that the noncompliance has been substantiated, the Franchising Authority may:

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

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

c. In its sole discretion, declare a violation of the franchise agreement and in such case, the noncompliance shall be a violation of the franchise agreement for the purposes of the franchise agreement, triggering all available obligations and remedies under the franchise agreement; and/or

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

e. Pursue any other legal or equitable remedy available under any applicable franchise agreement or law.

Any assessment or remedy shall not constitute a waiver by the Franchising Authority of any other right or remedy it may have under any applicable franchise agreement or law including any right to recover from the Cable Operator any additional damages, losses, costs and expenses, including actual attorney's fees that are incurred by the Franchising Authority by reason of, or arise out of noncompliance with these Standards. (Ord. 94-31 §1(part), 1994)

#### **5.16.050 Miscellaneous.**

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

B. Nonwaiver. Failure to enforce any provision of these Standards shall not operate as a waiver of the obligations or responsibilities of the Cable Operator under said provision, or any other provision of these Standards. (Ord. 94-31 §1(part), 1994)