

CITY OF APPLE VALLEY  
ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 119 OF THE APPLE VALLEY CITY CODE BY GRANTING A FRANCHISE RENEWAL TO CHARTER CABLE PARTNERS, LLC (F/K/A CHARTER COMMUNICATIONS) TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN THE CITY OF APPLE VALLEY, SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM; AND PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS

The City Council of Apple Valley ordains:

Section 1. Chapter 119 of the Apple Valley City Code shall be amended by deleting Sections 119.20 through 119.33 in their entirety.

Section 2. Chapter 119 of the Apple Valley City Code shall be amended by adding Section 119.20 as follows:

**CABLE SYSTEM FRANCHISE-CHARTER CABLE PARTNERS, LLC**

**§ 119.20 CABLE SYSTEM FRANCHISE**

(A) *Statement of intent and purposes.* The City intends, by the adoption of this Franchise, to bring about the renewal of a Cable Franchise, and the continued operation of a Cable System by Charter Cable, LLC (hereinafter “Grantee”). Such a renewal can contribute significantly to the cable communications needs and desires of the residents and citizens of the City and the public generally.

(B) *Findings.* In the review of Grantee’s request for renewal of the Franchise and negotiations related thereto, and as a result of a public hearing, the City Council makes the following findings:

(1) Grantee’s technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;

(2) Grantee’s plans for operating the Cable System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard;

(3) The Franchise granted to Grantee by City complies with the existing applicable State statutes, federal laws and regulations;

(4) Grantee has substantially complied with the material terms of the current Franchise under applicable laws; and

(5) The Franchise granted to Grantee is nonexclusive.

(C) *Short title and definitions.*

(1) *Short title.* This Franchise shall be known and cited as the Cable System Franchise-Charter Cable Partners, LLC.

(2) *Definitions.* For purposes of this Franchise, the following terms, phrases, words and their derivations shall have the meaning ascribed to them by the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. 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. All capitalized terms used in the definition of any other term shall have their meaning as otherwise defined in this section. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

***BASIC CABLE SERVICE.*** Any service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the franchise to be carried on the basic tier. Basic Cable Service as defined herein shall be the definition set forth in 47 U.S.C. § 522(3).

***CABLE ACT.*** The Cable Communications Act of 1984 as amended, 47 U.S.C. §521 et. seq.

***CABLE SERVICE or SERVICE.***

(1) The one-way transmission to Subscribers of (i) Video Programming, or (ii) Other Programming Service; and

(2) Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service. Cable Service as defined herein shall be the definition set forth in 47 U.S.C. § 522(6).

***CABLE SYSTEM, or SYSTEM.*** A facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within a community, but such term does not include:

(1) A facility that serves only to retransmit the television signals of one (1) or more television broadcast stations;

(2) A facility that serves Subscribers without using any public Rights-of-Way;

(3) A facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. § 201 et. seq., except that such facility shall be considered a Cable System (other than for purposes of 47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of Video Programming directly to Subscribers; unless the extent of such use is solely to provide interactive on-demand services;

(4) An open video system that complies with 47 U.S.C. § 573; or

(5) Any facilities of any electric utility used solely for operating its electric utility system.

Cable System as defined herein shall be the definition set forth in 47 U.S.C. § 522(7).

**CHANNEL or CABLE CHANNEL.** A portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel.

**CITY.** The City of Apple Valley, Minnesota.

**CITIES.** The Cities of Apple Valley, Farmington and Rosemount, Minnesota collectively.

**CITY CODE.** The City of Apple Valley Code of Ordinances, as may be amended from time to time.

**COMMISSION.** The joint powers body formed by the Cities of Apple Valley, Farmington and Rosemount, Minnesota.

**CONVERTER.** An electronic device which converts signals to a frequency acceptable to a television receiver of a Subscriber.

**COUNCIL.** The City Council of the City of Apple Valley, Minnesota.

**DAY.** Unless otherwise specified shall mean a calendar day.

**DROP.** The cable that connects the ground block at the Subscriber's location to the nearest distribution point of the System.

**EFFECTIVE DATE.** Shall mean July 1, 2018.

**FCC.** The Federal Communications Commission and any legally appointed, designated or elected agent or successor.

**FRANCHISE.** This franchise and the regulatory and contractual relationship established hereby.

**FRANCHISE FEE.** In accordance with 47 U.S.C. § 542(g), any tax, fee, or assessment of any kind imposed by the City or other governmental authority on Grantee or cable Subscriber, or both, solely because of their status as such. The term "Franchise Fee" does not include:

(1) Any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and cable operators or their services but not including a tax, fee, or assessment which is unduly discriminatory against cable operators or Subscribers);

(2) Capital costs which are required by the Franchise to be incurred by Grantee for PEG Access facilities;

(3) Requirements or charges incidental to the award or enforcement of the Franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties, or liquidated damages; or

(4) Any fee imposed under Title 17 of the United States Code.

**GOVERNMENTAL AUTHORITY.** Any court or other federal, state, county, municipal or other governmental department, commission, board, agency or instrumentality.

**GRANTEE.** Charter Cable Partners, LLC I/k/a Charter Communications, its lawful successors, transferees or assignees.

**GROSS REVENUES.** Any and all revenues actually received by the Grantee, as determined in accordance with generally accepted accounting principles (“GAAP”), from the operation of the Cable System to provide Cable Services in the Service Area. Gross Revenues shall not include any taxes, fees or assessments of general applicability imposed or assessed by any Governmental Authority, launch fees, tower rent, network capacity and facilities rent for the provision of non-cable services (including but not limited to voice or data services), investment income, bad debt, credits, refunds, any amounts collected from Subscribers for deposits, FCC Fees or PEG Fees. A Franchise Fee is not such a tax, fee or assessment. The City acknowledges and accepts that Grantee shall maintain its books and records in accordance with GAAP. The parties acknowledge that the Grantee may offer a bundle or package of Cable Services and non-Cable Services at a discounted rate. In order to calculate Gross Revenues, the Grantee will allocate revenues 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) included in the bundle or package of services. The Grantee shall apportion the revenues generated from bundled or packaged services on a proportionate pro rata basis among the services offered unless such allocation methodology is directly in conflict with GAAP, in which case Grantee shall allocate bundled revenues in accordance with GAAP, and in no event shall the Grantee allocate the revenues to evade its Franchise Fee obligations under this Franchise or disproportionately reduce Gross Revenues.

**INSTALLATION.** The connection of the System from distribution cable to the point of connection, including Standard Installations and custom Installations.

**NORMAL BUSINESS HOURS.** Those hours during which most similar businesses in the City are open to serve customers. In all cases, “Normal Business Hours” must include some evening hours at least one (1) night per week and/or some weekend hours. Cable System Normal Business Hours as defined herein shall be the definition set forth in 47 C.F.R. § 76.309(d).

***NORMAL OPERATING CONDITIONS.*** Those service conditions which are within the control of the Grantee. Those conditions which are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System. Normal Operating Conditions as defined herein shall be the definition set forth in 47 C.F.R. § 76.309(d).

***OTHER PROGRAMMING SERVICE.*** Information that a cable operator makes available to all Subscribers generally. Other Programming Services as defined herein shall be the definition set forth in 47 U.S.C. § 522 (14).

***PEG.*** Public, educational and governmental.

***PERSON.*** Any individual or any association, firm, general partnership, limited partnership, joint stock company, joint venture, trust, corporation, limited liability company or other legally recognized entity, private or public, whether for-profit or not-for-profit.

***SERVICE AREA.*** The entire geographic area within the City as it is now constituted or may in the future be constituted, unless otherwise specified in this Franchise.

***STANDARD INSTALLATION.*** Any residential Installation which can be completed using an aerial Drop of one hundred twenty-five (125) feet.

***STATE.*** The State of Minnesota.

***RIGHT OF WAY, RIGHTS-OF-WAY or ROW.*** The area on, below, or above a public roadway, highway, street, cartway, bicycle lane, and public sidewalk in which the City has an interest, including other dedicated rights-of-way for travel purposes and utility easements of local government units including the City.

***SUBSCRIBER.*** Any Person who lawfully elects to subscribe to Cable Service via the System. Subscriber as defined herein shall be the definition set forth in 47 C.F.R. § 76.5(ee).

***VIDEO PROGRAMMING.*** Programming provided by, or generally considered comparable to programming provided by, a television broadcast station. Video Programming as defined herein shall be the definition set forth in 47 U.S.C. § 522(20).

(D) *Written notice.*

(1) All notices, reports or demands required or permitted to be given under this Franchise shall be in writing and shall be deemed to be given when delivered personally to the party designated below, or when five (5) days have elapsed after it has been deposited in the United States mail in a sealed envelope, with registered or certified mail, postage prepaid thereon, or on the next business day if sent by express mail or nationally recognized overnight air courier addressed to the party to which notice, report or demand is being given, as follows:

If to City: City Administrator  
City of Apple Valley  
7100 147th Street West  
Apple Valley, MN 55124

If to Grantee: Charter Communications  
Attn: Vice President, Legal Operations  
12405 Powerscourt Drive  
St. Louis, MO 63131

With a courtesy copy to: Charter Communications  
16900 Cedar Avenue South  
Rosemount, MN 55068

(2) Such addresses may be changed by either party upon notice to the other party given as provided in this section.

*(E) Grant of authority and general provisions.*

(1) *Franchise required.* It shall be unlawful for any person to construct, install, operate or maintain a Cable System or to offer Cable Service in the City unless such Person or the Person for whom such action is being taken shall have first obtained and shall currently hold a valid cable television franchise. The City shall at all times comply with the level playing field statute at Minnesota Statutes Section 238.08 and any other applicable state or federal level playing field requirements.

*(2) Grant of franchise.*

(a) This nonexclusive Franchise is granted pursuant to the terms and conditions contained herein. The City hereby authorizes Grantee to occupy or use the City's Rights-of-Ways subject to:

1. The provisions of this non-exclusive Franchise to provide Cable Service within the City; and
2. All generally applicable nondiscriminatory and competitively neutral provisions of the City Code. Nothing in this Franchise shall be construed to prohibit Grantee from:
3. Providing services other than Cable Services; or
4. Challenging any exercise of the City's legislative or regulatory authority in an appropriate forum. The City hereby reserves all of its rights to regulate such other services to the extent not prohibited by applicable law and no provision herein shall be construed to limit or give up any City right to regulate.

(b) The City shall endeavor to require developers of future subdivisions to allow and accommodate the construction of the System as part of any provisions for utilities to serve such subdivisions.

(c) The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance related to the safety, health, and welfare of the public or use of Rights-of-Way, to the extent that the provisions of the ordinance do not conflict with this Franchise. This Franchise is a contract and except as to those changes which are the result of the City's lawful exercise of its general police power, the City may not take any unilateral action which materially changes the explicit mutual promises in this contract. Any changes to this Franchise must be made in writing signed by the Grantee and the City. In the event of any conflict between this Franchise and any City ordinance or regulation that is not generally applicable, this Franchise shall control. Grantee reserves all rights it may have to challenge any modifications to the City Code whether arising in contract or at law. The City reserves all of its rights and defenses to such challenges whether arising in contract or at law.

(d) Nothing in this franchise shall:

1. Abrogate the right of the City to perform any public works or public improvements of any description,
2. Be construed as a waiver of any codes or ordinances promulgated by the City, or
3. Be construed as a waiver or release of the rights of the City in and to the Rights-of-Way, or
4. Be construed as a waiver or release of rights of the Grantee.

(e) This Franchise complies with the Minnesota franchise standards set forth in Minnesota Statutes Section 238.084. The City and the Grantee shall conform to Minnesota laws promulgated subsequent to the date of this Franchise. The City and the Grantee shall conform to federal laws and regulations as they become effective.

*(3) Additional providers.*

(a) The Franchise granted herein shall be nonexclusive.

(b) The City acknowledges that under Minn. Stat. §238.08, Subd. 1(b) it may only grant additional franchises to provide Cable Service within the City on terms and conditions no more favorable or less burdensome than those in this Franchise pertaining to:

1. The area served;
2. Public, educational, or governmental access requirements; or
3. Franchise fees. Additionally, and beyond the requirements of Minn. Stat. §238.08, the City agrees that Grantee's obligations under this Franchise with regard to ROW access and responsibilities, complimentary service to public buildings, penalties and security, sale or transfer of ownership shall not be more burdensome or less favorable than those imposed on any such Additional Provider (defined below).

(c) If any other provider of Cable Services is lawfully authorized by the City to provide such services using facilities located wholly or partly in the Rights-of-Way of the City (“Additional Provider(s)”), the City shall, within thirty (30) days of a written request from Grantee, modify this Franchise to ensure that the obligations imposed by Section 2.3(b) have been met.

(d) If the City fails to make modifications consistent with Section 2.3(b) Grantee shall have the right to initiate an action in the state or federal district court for breach of contract or other appropriate claims and seek any and all appropriate relief, including specific performance.

(e) Nothing in this Franchise shall impair the right of the City or Grantee to seek other remedies available under law.

(f) In the event City initiates the franchising process pursuant to Minn. Stat. §238.081, the City shall notify Grantee in writing of its intent to initiate the franchising process prior to doing so.

(g) Grantee shall have the right to operate the Cable System to the extent provided in any future amendment to applicable state or federal law.

(4) *Term.* The initial term of this Franchise shall be for the period of ten (10) years from the date of acceptance by Grantee, unless renewed, revoked or, terminated sooner as herein provided (“Initial Term”). The Initial Term may be extended by mutual agreement of the parties.

(5) *Previous franchise.* Upon acceptance of this Franchise by Grantee as required in Paragraph (N) herein, this Franchise shall supersede and replace any previous Franchise and Regulatory Ordinance granting a franchise to Grantee to own, operate and maintain a Cable System within the City. The Franchise adopted by Ordinance No. 660 is hereby repealed.

(6) *Rules of grantee.* The Grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable said Grantee to exercise its rights and perform its obligation under this Franchise and to assure uninterrupted service to each and all of its Subscribers; provided that such rules, regulations, terms and conditions shall not be in conflict with provisions hereto, the City Code or applicable law.

(7) *Territorial area involved.* This Franchise is granted for the Service Area.

(a) Grantee shall maintain the Cable System in a commercially reasonable manner.

(b) Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area, provided, however, that if any Additional Provider operating in the City as of the Effective Date of this Franchise ceases the provision of Cable Service in the City, then the Grantee shall be obligated to extend the System and offer Service to all portions of the Service Area in which there is a minimum of thirty-five (35) homes per linear stand mile of cable as measured from Grantee’s closest trunk line or distribution cable actively delivering Service. The Grantee shall be afforded



a reasonable period of time to extend the System and make Service available, not to exceed six (6) months from a request for Service.

(F) *Construction standards.*

(1) *Permits.* Grantee shall not construct any Cable System facilities until Grantee has secured the permits from City required by applicable law.

(2) *Grantee's facilities and equipment.*

(a) In those areas of the City where transmission or distribution facilities of all the utilities providing telephone and electric power service are underground, the Grantee likewise shall construct, operate and maintain its transmission and distribution facilities therein underground.

(b) Grantee shall be granted access to any easements granted to a public utility, municipal utility or utility district in any areas annexed by City or new developments.

(c) In those areas of the City where Grantee's cables are located on the above-ground transmission or distribution facilities of the utility providing telephone or electric power service, and in the event that the facilities of both such utilities subsequently are placed underground, then the Grantee likewise shall construct, operate and maintain its transmission and distribution facilities underground.

(d) Certain of Grantee's equipment, such as pedestals, amplifiers and power supplies, which normally are placed above ground, may continue to remain in above-ground closures.

(3) *Conditions on right-of-way use.*

(a) Nothing in this Franchise shall be construed to prevent City from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Right-of-Way; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work consistent with applicable law.

(b) *Relocation for the City.* 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 City 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 City rights-of-way are responsible for the costs related to the relocation of their facilities.

(c) *Relocation for a third party.* The Grantee shall, on the request of any Person holding a lawful permit issued by the City, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Right-of-Way 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 give 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.

(d) *Reimbursement of costs.* If funds are available to any Person using the Rights-of-Way for the purpose of defraying the cost of any of the foregoing, the City shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the City shall make application for such funds on behalf of the Grantee.

(e) The Grantee shall, on request of any Person holding a moving permit issued by City, temporarily move its wires or fixtures to permit the moving of buildings with the expense of such temporary removal to be paid by the Person requesting the same, and the Grantee shall be given not less than ten (10) days advance notice to arrange for such temporary changes.

(f) Nothing in this Franchise shall be construed to prevent the City from adopting and enforcing requirements for the usage of Rights-of-Way, or from constructing, maintaining, repairing or relocating utility facilities, streets or sidewalks, or from grading, paving, maintaining, repairing, relocating and/or altering any Right-of-Way.

(g) All System facilities shall be located so as not to obstruct or interfere with the use of Right-of-Way, and so as not to unnecessarily interfere with the usual and customary trade, traffic, or travel upon the streets and public places in the franchise area or endanger the life of property of any Person.

(4) *Tree trimming.* Grantee shall have the authority to trim trees, in accordance with applicable law.

(5) *Protection of facilities.* Nothing contained in this section shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid damaging Grantee’s facilities while performing any work connected with grading, regrading or changing the line of any Rights-of-Way or public place or the construction or reconstruction of any sewer or water system.

(6) *Safety requirements.* The Grantee shall at all times keep and maintain the System in good condition, order, and repair so as to avoid endangering the life or property of any Person; employ ordinary and reasonable care and common industry practices to avoid causing damage, injuries, or nuisances to the public, and; keep and maintain the System in accordance with all federal, state and local laws and regulations including the National Electric Safety Code.

(7) *Underground Drop burial.* Grantee shall bury all underground drops in a reasonable time period which shall not exceed ten (10) business days, subject to weather conditions and the completion of required utility locates. In the event the ground is frozen, Grantee shall be permitted to delay burial until the ground is suitable for burial which in no event shall be later than June 30th

(8) *Repair of rights-of-way and property.* Any and all Rights-of-Way or public property disturbed or damaged during the construction, repair, replacement, relocation,

operation, maintenance or reconstruction of the System shall be promptly and fully restored by Grantee at its expense in accordance with any generally applicable ordinance governing Rights-of-Way.

(G) *Design provision.*

(1) *Cable system design and functionality.* As of the Effective Date of this Agreement, the Grantee operates a 750 MHz Hybrid Fiber-Coax Cable System. The parties acknowledge that the current design of the Cable System does not preclude the use of new technologies in the future.

(2) *Programming decisions.*

(a) Grantee shall carry broad categories of video programming, including local news, sports, and entertainment. Any change in the broad categories of video programming or other information services shall require City approval consistent with 47 U.S.C. § 544(b), which approval shall not be unreasonably withheld.

(b) Grantee shall comply with federal law regarding notice to the City and Subscribers prior to any Channel additions, deletions, or realignments.

(3) *Technical standards.* The technical standards used in the operation of the Cable System shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Systems pursuant to Title 47, Section 76, Subpart K of the Code of Federal Regulations, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference.

(4) *Special testing.* City may require special testing of a location or locations within the System if there is a particular matter of controversy or unresolved complaints pertaining to such location(s). Demand for such special tests may be made on the basis of complaints received or other evidence indicating an unresolved controversy or noncompliance. Such tests shall be limited to the particular matter in controversy or unresolved complaints. The City shall arrange its request for such special testing so as to minimize hardship or inconvenience to Grantee or to the Subscribers caused by such testing. Before ordering such tests, Grantee shall be afforded thirty (30) days to correct problems or complaints upon which tests were ordered. The City shall meet with Grantee prior to requiring special tests to discuss the need for such and, if possible, visually inspect those locations which are the focus of concern. If, after such meetings and inspections, City wishes to commence special tests and the thirty (30) days have elapsed without correction of the matter in controversy or unresolved complaints, the tests shall be conducted by a qualified engineer mutually selected by City and Grantee based on a mutually agreed upon scope of work. The parties shall bear their respective costs for the testing.

(5) *FCC reports.* The results of tests required to be filed by Grantee with the FCC shall also be copied to City within ten (10) days of the conduct of the date of the test.

(6) *Emergency alert capability.* At all times during the term of this Franchise, Grantee shall provide and maintain an Emergency Alert System (EAS) consistent with applicable federal law and regulations including 47 C.F.R., Part 11, and any Minnesota State Emergency

Alert System requirements. The City may identify authorized emergency officials for activating the EAS consistent with the Minnesota State Emergency Statewide Plan (“EAS Plan”).

(7) *Parental control lock.* To the extent required by applicable law, Grantee shall provide, for sale or lease, to Subscribers, upon request, a parental control locking device or digital code that permits inhibiting the video and audio portions of any Channels offered by Grantee.

(H) *Service provisions.*

(1) *Rate regulation.* The City reserves the right to regulate rates for Basic Cable Service and any other services offered over the Cable System, to the extent authorized by applicable law.

(2) *Leased channel service.* Grantee shall offer leased channel service on reasonable terms and conditions and in accordance with applicable law.

(3) *Service to public buildings.*

(a) For a period of one (1) year after the Effective Date, Grantee shall provide Basic Cable Service, or its lowest cost level of Cable Service, to a single Drop, with one (1) Converter (if necessary) to one (1) outlet, free of charge, at each public institution, elementary and secondary school building and public library building that currently receives complimentary Cable Service as of the Effective Date of this Franchise on a voluntary basis, as listed in the exhibit attached hereto as Exhibit A-1. Thereafter, Grantee shall provide the aforementioned service to fifty percent (50%) of the agreed upon locations attached hereto as Exhibit A-2; provided, however, Grantee shall not be required to extend service to any building or site not listed on Exhibit A-1 even if that results in Grantee serving less than fifty percent (50%) of the agreed upon locations attached hereto as Exhibit A-2.

(b) Any public institution, elementary and secondary school building or public library building that receives Cable Service pursuant to this Section 5.3 shall be responsible for any costs incurred by Grantee to repair or replace any Drops, outlets or equipment required to receive or distribute the Cable Service.

(4) *Consumer Protection and Service Standards.* Grantee shall comply with the FCC Customer Service Rules at 47 CFR §76.309, as may be amended, and the following:

(a) *Complaint records.* Subject to Grantee's need to maintain the privacy of certain information, the Grantee shall at all times maintain a record of all written complaints received regarding interruptions or degradation of Cable Service and the resolution of such complaints, which shall be maintained for one (1) year. Upon request, Grantee shall make available for the City's review a written summary of such complaints and their resolution in accordance with Sections 7.3 and 7.4 herein. Upon request, Grantee will also make reports available with respect to the objectively measurable service standards established at 47 CFR §76.309.

(b) *Additional customer service requirements.* The City expressly

reserves authority to adopt additional or modified customer service requirements to the extent provided in applicable FCC regulations.

(5) *Intentionally omitted.*

(6) *Sales procedures.* Grantee shall have the right to market door-to-door during reasonable hours consistent with this Franchise and existing local ordinances and regulation.

(7) *Subscriber contracts.* Grantee shall, upon written request, provide the City with any standard form residential Subscriber contract utilized by Grantee for Cable Service. If no such written contract exists, Grantee shall file with the City a document completely and concisely stating the length and terms of the Subscriber contract offered to customers. The length and terms of any standard form Subscriber contract(s) shall be available for public inspection during Normal Business Hours. Upon request, a list of Grantee's current Subscriber rates and charges for Cable Service shall be maintained on file with City, unless otherwise available on its consumer website, and shall be available for public inspection. For purposes of this section, the availability of this information on Grantee's website shall constitute compliance.

(8) *Refund policy.* If a Subscriber's Cable Service is interrupted or discontinued, without cause, for twenty-four (24) or more consecutive hours, Grantee shall, upon request by the Subscriber, credit such Subscriber pro rata for such interruption. For this purpose, every month will be assumed to have thirty (30) days.

(9) *Late fees.* Grantee shall comply with all applicable laws with respect to any assessment, charge, cost, fee or sum, however characterized, that Grantee imposes upon a Subscriber for late payment of a bill.

(10) *Disputes.* All Subscribers and members of the general public may direct complaints, regarding Grantee's Service or performance to the chief administrative officer of the City or the chief administrative officer's designee, which may be a board of the City or the Commission. Grantee shall endeavor to resolve Subscriber complaints within thirty (30) days.

(11) *Customer bills.* Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (a) is not misleading and (b) does not omit material information. Notwithstanding anything to the contrary in Section 5.4(d), above, Grantee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. § 542(c)).

(12) *Local office and repair phone line.* Grantee shall maintain a conveniently located customer service office which shall be staffed and open during Normal Business Hours. Grantee shall also maintain a local or toll-free telephone Subscriber complaint line, available to its Subscribers twenty-four (24) hours per day, seven (7) days a week. In the event Grantee elects to close its local office, Grantee shall provide at least sixty (60) days prior written notice to the City.

(13) *Notification of complaint procedure.* Grantee shall have printed clearly and prominently on each Subscriber bill and in the customer service agreement provided for in Section 5.3(e), the twenty-four (24) hour Grantee phone number for Subscriber complaints. Additionally, Grantee shall provide information to customers concerning the procedures to

follow when they are unsatisfied with measures taken by Grantee to remedy their complaint. This information will include the phone number of the City office or Person designated to handle complaints. Additionally, Grantee shall state that complaints should be made to Grantee prior to contacting the City.

(14) *Subscriber privacy.* Only for so long as and to the extent required by Minn. Stat. § 238.084 Subd. 1(s), no signals including signals of a Class IV Channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber.

(15) *Grantee identification.* Grantee shall provide all customer service technicians and all other Grantee employees entering private property with appropriate picture identification so that Grantee employees may be easily identified by the property owners and Subscribers.

(I) *Public access provisions.*

(1) *Intentionally omitted.*

(2) *Public, Educational and Government Access Facilities.* City or its designee is hereby designated to operate, administer, promote, and manage the PEG programming (hereinafter “PEG Access”) to the Cable System established pursuant to this Section 6. Grantee shall have no responsibility whatsoever for PEG Access except as expressly stated in this Section 6 and Exhibit B.

(3) *Grantee Support for PEG Usage.* In accordance with the provisions of the Cable Act and Minnesota Statutes Section 238.084, Grantee shall provide and make available for PEG Access usage within the Service Area the following:

(4) *Provision and use of the funds and Channels designated in Exhibit B of this Franchise for local educational and governmental programming and access use in accordance with the requirements of Exhibit B.*

(5) *Maintenance of the PEG Access Facilities and Channels, and support of educational and governmental programming to the extent specified in Exhibit B and D. Exhibit D shall be prepared annually and submitted to Grantee within ninety (90) days after the end of each calendar year.*

(6) *PEG Access Facilities shall be operated by the City and PEG Channels shall be programmed by the City or its lawful designee.*

(J) *Operation and administration provisions.*

(7) *Franchise fee.*

(a) *The City agrees to impose identical Franchise Fee obligations (including but not limited to the Franchise Fee percentage and the Gross Revenue definition on which the Franchise Fee is paid) on all Additional Providers of Service in the City. To the*

extent City fails to do so, Grantee shall have the right to pursue Franchise modification pursuant to Section 2.3 herein. If City and Grantee fail to agree on modifications pursuant to the process established in Section 2.3(c), Grantee shall have the right to eliminate or reduce any Franchise Fee obligations to an amount equivalent to that imposed on a competing provider to make Grantee's Franchise Fee financial obligations equivalent to that imposed on an Additional Provider.

(b) During the term of the Franchise, Grantee shall pay quarterly to the City a Franchise Fee of five percent (5%) of Gross Revenues.

(c) Each Franchise Fee payment shall be paid quarterly not later than forty-five (45) days following the end of a given quarter and shall be accompanied by a Franchise Fee Payment Worksheet substantially in the form attached hereto as Exhibit C. Any Franchise Fees owing pursuant to this Franchise which remain unpaid more than forty-five (45) days after the dates specified herein shall be past due and subject to interest at an annual rate of the prime interest rate during the period of underpayment plus 1%.

(d) Except as otherwise provided by law, no acceptance of any payment by the City shall be construed as a release or as an accord and satisfaction of any claim the City may have for further or additional sums payable as a Franchise Fee under this Franchise or for the performance of any other obligation of the Grantee.

(e) No more than once every three (3) years and upon thirty (30) days prior written notice, City shall have the right to conduct an independent review/audit of Grantee's records solely for the purpose of assessing Grantee's compliance with the Franchise Fee obligation herein. In the event the audit reveals an underpayment of five (5%) or more of the Franchise Fee amounts due during the period audited, the Grantee shall reimburse the City's audit fees and expenses in full.

*(1) Reports.*

(a) Grantee shall provide City with an annual statement, within ninety (90) days of the close of each calendar year end, reflecting the total amounts of Gross Revenues and all payments, and computations of the Franchise Fee for the previous calendar year.

(b) Upon request, Grantee shall provide City with a summary of service calls, identifying the number, general nature and disposition of such calls shall be submitted to the City within thirty (30) days following its request in a form reasonably acceptable to the City.

(c) All reports and records required under this Franchise shall be furnished at the sole expense of Grantee, except as otherwise provided in this Franchise.

*(2) Records required and city's right to inspect.*

(a) Grantee shall at all times maintain a full and complete set of plans, records and "as-built" drawings and/or maps showing the location of the Cable System installed or in use in the City, exclusive of Subscriber service Drops and equipment provided in Subscribers' homes.

(b) Subject to the privacy provisions of the Cable Act and confidentiality designation of certain records under the Minnesota Data Practices Act, Min. Stat. Ch. 13 or other applicable law, throughout the term of this Franchise, the Grantee agrees that the City, upon reasonable prior written notice of thirty (30) days to the Grantee, and no more than once per calendar year, may review such of the Grantee's books and records regarding the operation of the Cable System and the provision of Cable Service in the Franchise Area which are reasonably necessary to monitor and enforce Grantee's compliance with the provisions of this Franchise ("Records"). Such notice shall specifically reference the section(s) of the Franchise that are under review so that the Grantee may organize the necessary Records for easy access by the City. Grantee shall make available for review such Records as soon as possible and in no event more than thirty (30) days unless Grantee explains that it is not feasible to meet this timeline and provides a written explanation for the delay and an estimated reasonable date for when such information will be provided. All such Records pertaining to financial matters that may be the subject of an inspection by the City shall be retained by the Grantee for a period of six (6) years, pursuant to Minnesota Statutes Section 541.05. The Grantee shall not deny the City access to Records on the basis that they are under the control of any parent corporation, affiliated entity or a third party. Grantee shall provide all Records requested by the City or City's agent in the following manner: 1) at a conference room in City Hall; or 2) at Grantee's office located in or near the City; or 3) via mail or electronic communication acceptable to the City and Grantee. All Records shall be subject to the provisions of this Franchise and applicable law regarding confidentiality.

(3) *Confidential information.*

(a) Subject to applicable law, Grantee may choose to provide any confidential Records that it is obligated to make available to the City pursuant to this Franchise, by allowing the City, or its designated representative(s), to view the Records at a mutually agreeable location and without City obtaining its own copies of such Records. Grantee may also choose to provide any confidential or proprietary Records pursuant to a mutually acceptable non-disclosure agreement with a City designated agent. The intent of the parties is to work cooperatively to ensure that Records reasonably necessary for City's monitoring and enforcement of Franchise obligations are available to City while protecting Grantee's confidential information all in accordance with applicable law. To the extent that Grantee does provide Records directly to the City, City agrees not to disclose Records except as required by applicable law. Grantee shall be responsible for clearly and conspicuously identifying the Records as confidential or proprietary. Grantee acknowledges that the Minnesota Data Practices Act, Minn. Stat. Chapter 13 ("MDPA") places limitations on the ability of the City to refuse public disclosure of certain information unless such information meets the statutory requirements set forth in the MDPA.

(b) If the City believes it must release any such confidential or proprietary Records in the course of enforcing this Franchise, or for any other reason including compliance with the MDPA, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. The City agrees that, to the extent permitted by the MDPA and applicable law, it shall deny access to any of Grantee's Records marked confidential, as set forth above, to any Person and that it shall furnish only that portion of the Grantee's Records required under the MDPA and applicable law.



(K) *General financial and insurance provisions.*

(1) *Letter of credit.*

(a) At the time of acceptance of this franchise, Grantee shall deliver to the City an irrevocable and unconditional letter of credit in the amount of Ten Thousand Dollars (\$10,000.00).

(b) In addition to recovery of any monies owed by Grantee to City or damages to City as a result of any acts or omissions by Grantee pursuant to the Franchise, City in compliance with this section may charge to and collect from the letter of credit the following liquidated damages:

1. For failure to provide data, documents, reports or information required herein, the penalty shall be Fifty Dollars (\$50.00) per day for each day, or part thereof, such failure occurs or continues.

2. For failure to comply with construction, operation, customer service, or maintenance standards, the penalty shall be One Hundred Dollars (\$100.00) per day for each day, or part thereof, such failure occurs or continues.

3. For failure to meet the PEG access requirements set forth in Section 6 of this Franchise, the penalty shall be One Hundred Dollars (\$100.00) per day for each day, or part thereof, such failure occurs or continues.

4. For failure to comply with any of the provisions of this Franchise, the penalty shall be Fifty Dollars (\$50.00) per day for each day, or part thereof, such violation continues.

Each violation of any provision of this Franchise shall be considered a separate violation for which a separate penalty can be imposed.

(2) *Procedure for franchise enforcement.* Whenever the City finds that Grantee has allegedly violated one (1) or more terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee. The written notice shall describe in reasonable detail the alleged violation so as to afford Grantee an opportunity to remedy the violation. Grantee shall have thirty (30) days subsequent to receipt of the notice in which to correct the violation. Grantee may, within thirty (30) days of receipt of notice, notify the City that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Grantee shall specify with particularity the matters disputed by Grantee and shall stay the running of the above-described time and the accrual of penalties.

(a) City shall hear Grantee's dispute at a mutually agreed upon time. Grantee shall have the right to speak and introduce evidence. The City shall determine if Grantee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, Grantee may petition for reconsideration.

(b) If after hearing the dispute, the claim is upheld by the City, then Grantee shall have thirty (30) days within which to remedy the violation before the City may seek to draw on the letter of credit.

(c) Grantee may appeal any adverse decision by the City which shall stay the City's right to draw on the letter of credit until such time as the action has been finally adjudicated by a court of competent jurisdiction.

(3) *Time for correction of violation.* The time for Grantee to correct any alleged violation may be extended by the City if the necessary action to correct the alleged violation is of such a nature or character as to require more than thirty (30) days within which to perform provided Grantee commences corrective action within fifteen (15) days and thereafter uses reasonable diligence, as determined by the City, to correct the violation.

(4) *Letter of credit cap.* If City draws upon the letter of credit or any subsequent letter of credit delivered pursuant hereto, in whole or in part, Grantee shall replace or replenish to its full amount up the maximum provided by this Section 8.4 the same within ten (10) days and shall deliver to City a like replacement letter of credit or certification of replenishment for the full amount stated in Section 8.1(a) as a substitution of the previous letter of credit. This shall be a continuing obligation for any draws upon the letter of credit up to an aggregate total of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) over the Franchise term.

(5) *Liability insurance.*

(a) Grantee shall with its acceptance of this Franchise, and at its sole expense, take out and maintain during the term of this Franchise commercial general liability insurance with a company licensed to do business in the State of Minnesota that shall protect the Grantee, the City and their officials, officers, directors, employees and agents from claims which may arise from operations under this Franchise, whether such operations be by the Grantee, its officials, officers, directors, employees and agents or any subcontractors of Grantee. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from Grantee's vehicles, products and operations. The amount of insurance for single limit coverage applying to bodily and personal injury and property damage shall not be less than Three Million Dollars (\$3,000,000.00) which may be satisfied by an umbrella liability policy. The following shall be included in the liability policy:

1. The policy shall provide coverage on an "occurrence" basis.
2. The policy shall cover personal injury as well as bodily injury.
3. The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.
4. Property damage liability shall be afforded.

5. The City shall be named as an additional insured on the policy.

6. An endorsement shall be provided which states that the coverage is primary insurance and that no other insurance maintained by the City will be called upon to contribute to a loss under this coverage.

*(6) Standard form of cross-liability shall be afforded.*

(a) Cancellation notice will be provided for any reason other than non-payment of premium and material alteration and requires the City provide Grantee a valid contact name and e-mail address (with any changes to the contact name or e-mail address being the responsibility of the City).

(b) Grantee shall submit to City documentation of the required insurance, including a certificate of insurance evidencing these requirements.

*(7) Indemnification.*

(a) Grantee shall indemnify, defend and hold City, its officers, boards, commissions, agents and employees (collectively the "Indemnified Parties") harmless from and against any and all lawsuits, claims, causes of action, actions, liabilities, demands, damages, judgments, settlements, disability, losses, expenses (including attorney's fees and disbursements of counsel) and costs of any nature that any of the Indemnified Parties may at any time suffer, sustain or incur arising out of, based upon or in any way connected with the grant of this Franchise, the operation of Grantee's System, the breach by Grantee of its obligations under this Franchise and/or the activities of Grantee, its subcontractor, employees and agents hereunder. Grantee shall be solely responsible for and shall indemnify, defend and hold the Indemnified Parties harmless from and against any and all matters relative to payment of Grantee's employees, including compliance with Social Security and withholdings.

(b) The indemnification obligations of Grantee set forth in this Franchise are not limited in any way by the amount or type of damages or compensation payable by or for Grantee under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Franchise, or the terms, applicability or limitations of any insurance held by Grantee.

(c) City does not, and shall not, waive any rights against Grantee which it may have by reason of the indemnification provided for in this Franchise, because of the acceptance by City, or the deposit with City by Grantee, of any of the insurance policies described in this Franchise.

(d) The indemnification of City by Grantee provided for in this Franchise shall apply to all damages and claims for damages of any kind suffered by reason of any of the Grantee's operations referred to in this Franchise, regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

(e) Grantee shall not be required to indemnify City for negligence or misconduct on the part of City or its officials, boards, commissions, agents, or employees. City

shall hold Grantee harmless, subject to the limitations in Minnesota Statutes Chapter 466, for any damage resulting from the negligence or misconduct of the City or its officials, boards, commissions, agents, or employees in utilizing any PEG Channels, equipment, or facilities and for any such negligence or misconduct by City in connection with work performed by City and permitted by this Franchise, on or adjacent to the Cable System.

(8) *Process.* In order for City to assert its rights to be indemnified, defended, and held harmless, City must, with respect to each claim:

(a) Promptly notify Grantee within ten (10) business days in writing of any claim or legal proceeding which gives rise to such right;

(b) Afford Grantee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of any claim or proceeding; and

(c) Fully cooperate with reasonable requests of Grantee, at Grantee's expense, in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to subparagraph (ii) above.

(9) *Grantee's insurance.* Grantee shall not commence any Cable System reconstruction work or permit any subcontractor to commence work until all insurance required under this Franchise has been obtained. Said insurance shall be maintained in full force and effect until the expiration of this Franchise.

(10) *Workers' compensation insurance.* Grantee shall obtain and maintain Workers' Compensation Insurance for all of Grantee's employees, and in case any work is sublet, Grantee shall require any subcontractor similarly to provide Workers' Compensation Insurance for all of their employees, all in compliance with State laws. Grantee shall provide the City with a certificate of insurance indicating Workers' Compensation coverage upon its acceptance of this Franchise.

(L) *Sale, abandonment, transfer and revocation.*

(1) *Abandonment of service.* Grantee may not abandon the System or any portion thereof without having first giving three (3) months written notice to City. Grantee may not abandon the System or any portion thereof without compensating City for damages resulting from the abandonment.

(2) *Removal after termination or forfeiture.*

(a) In the event of termination or forfeiture of the Franchise, City shall have the right to require Grantee to remove all or any portion of the System from all Rights-of-Way and public property within City associated solely with the provision of Cable Service; provided, however, that if Grantee is providing services other than Cable Services or pursuant to Minnesota Statutes, Section 237.01 et seq., City shall not require the removal of the System. Nothing in this section shall be deemed either to grant or to preclude the provision of services other than Cable Services.

(b) If Grantee has failed to commence removal of System, or such part thereof as was designated by City, within one hundred twenty (120) days after written notice of City's demand for removal is given, or if Grantee has failed to complete such removal within twelve (12) months after written notice of City's demand for removal is given, City shall have the right to declare all right, title, and interest to the System to be in City with all rights of ownership including, but not limited to, the right to operate the System or transfer the System to another for operation by it pursuant to the provisions of 47 U.S.C. § 547 (1989).

*(3) Sale or transfer of franchise.*

(a) No sale, transfer, or assignment of this Franchise, or "fundamental corporate change", as defined in Minnesota Statutes, Section 238.083, in Grantee, shall take place until a written request is filed with City for its approval, provided, however, that said approval shall not be required where Grantee grants a security interest in its Franchise and assets to secure an indebtedness.

(b) City shall have thirty (30) days from the time of the request to reply in writing and indicate its determination that a public hearing is necessary due to potential adverse effect on Grantee's Subscribers resulting from the sale or transfer. Such determination shall be expressed in writing.

(c) If a public hearing is deemed necessary pursuant to subparagraph (b) above, such hearing shall be commenced within thirty (30) days of such determination and notice of any such hearing shall be given in accordance with local law or fourteen (14) days prior to the hearing by publishing notice thereof once in a newspaper of general circulation in City. The notice shall contain the date, time and place of the hearing and shall briefly state the substance of the action to be considered by City.

(d) Thereafter, City shall approve or deny in writing the sale or transfer request. City shall set forth in writing its reason(s) for denying approval. City shall not unreasonably withhold its approval.

(e) The parties to the sale or transfer of the Franchise only, without the inclusion of the System in which substantial construction has commenced, shall establish that the sale or transfer of only the Franchise will be in the public interest.

(f) Any sale or transfer of stock in Grantee so as to create a new controlling interest in the System shall be subject to the requirements of this Section 9.3. The term "controlling interest" as used herein is not limited to majority stock ownership, but includes actual working control in whatever manner exercised.

(g) In no event shall a transfer or assignment of ownership or control be approved without the transferee becoming a signatory to this Franchise and assuming all rights and obligations there under, and assuming all other rights and obligations of the transferor to the City.

(h) In the event of any proposed sale or assignment pursuant to subparagraph (a) of this section City shall have the right of first refusal of any bona fide offer to

purchase the System. Bona fide offer, as used in this section, means an offer received by the Grantee which it intends to accept subject to City's rights under this section. This written offer must be conveyed to City along with the Grantee's written acceptance of the offer contingent upon the rights of City provided for in this section. City shall be deemed to have waived its rights under this section in the following circumstances:

1. If it does not indicate to Grantee in writing, within sixty (60) days of notice of a proposed sale or assignment, its intention to exercise its right of purchase; or
2. It approves the assignment or sale of the Franchise as provided within this section.

(4) *Reservation of rights.* City and Grantee reserve all rights that they may possess under applicable laws unless expressly waived herein.

(M) *Miscellaneous provisions.*

(1) *Franchise renewal.* Any renewal of this Franchise shall be in accordance with applicable laws. The term of any renewed Franchise shall be limited to a period not to exceed fifteen (15) years.

(2) *Work of contractors and subcontractors.* All provisions of this Franchise shall apply to any subcontractor or others performing any work or services on Grantee's behalf pursuant to the provisions of this Franchise. Grantee shall be responsible for ensuring that the work of contractors and subcontractors is performed consistent with the Franchise and applicable laws and shall indemnify the City pursuant to Section 8.5.

(3) *Governing law.* This Franchise shall be deemed to be executed in the State of Minnesota, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the Cable Act and the laws of the State of Minnesota, as applicable to contracts entered into and performed entirely within the State.

(4) *Non-enforcement by City.* Grantee shall not be relieved of its obligation to comply with any of the provisions of this Franchise by reason of any failure of the City to enforce prompt compliance.

(5) *Captions.* The paragraph captions and headings in this Franchise are for convenience and reference purposes only and shall not affect in any way the meaning of interpretation of this Franchise.

(6) *Calculation of time.* Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on Saturday, Sunday or a legal holiday, that day shall be omitted from the computation and the next business day shall be the last day of the period.

(7) *Survival of terms.* Upon the termination or forfeiture of the Franchise, Grantee shall no longer have the right to occupy the Rights-of-Way for the purpose of providing Cable Service. However, Grantee's obligations to the City shall survive according to their terms.

(8) *Severability.* If any provision of this Franchise is held by any Governmental Authority of competent jurisdiction, to be invalid as conflicting with any applicable laws now or hereafter in effect, or is held by such Governmental Authority to be modified in any way in order to conform to the requirements of any such applicable laws, such provision shall be considered a separate, distinct, and independent part of this Franchise, and such holding shall not affect the validity and enforceability of all other provisions hereof. In the event that such applicable laws are subsequently repealed, rescinded, amended or otherwise changed, so that the provision hereof which had been held invalid or modified is no longer in conflict with such laws, said provision shall thereupon return to full force and effect and shall thereafter be binding on City and Grantee, provided that City shall give Grantee thirty (30) days written notice of such change before requiring compliance with said provision or such longer period of time as may be reasonably required for Grantee to comply with such provision.

(9) *Force majeure.* In the event Grantee's performance of any of the terms, conditions, obligations or requirements of this Franchise is prevented or impaired due to any cause beyond its reasonable control, such inability to perform shall be deemed to be excused for the period of such inability and no penalties or sanctions shall be imposed as a result thereof. Such causes beyond Grantee's reasonable control shall include, but shall not be limited to, acts of God, civil emergencies and labor unrest or strikes, untimely delivery of equipment, inability of Grantee to obtain access to an individual's property and inability of Grantee to secure all necessary permits to utilize utility poles and conduit so long as Grantee utilizes due diligence to timely obtain said permits.

(N) *Acceptance and exhibits.*

(1) *Acceptance.* Grantee shall accept this Franchise within thirty (30) of its enactment by the City Council, unless the time for acceptance is extended by City. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes. In the event acceptance does not take place, this Franchise and any and all rights previously granted to Grantee shall be null and void.

(a) Upon acceptance of this Franchise, Grantee shall be bound by all the terms and conditions contained herein.

(b) Grantee shall accept this Franchise in the following manner:

1. This Franchise will be properly executed and acknowledged by Grantee and delivered to City.

2. With its acceptance, Grantee shall also deliver any performance bond and insurance certificates required herein that have not previously been delivered.

Section 3. Summary approved. The City Council hereby determines that the text of the summary marked "Official Summary of Ordinance No. \_\_\_\_\_", a copy of which is attached hereto clearly informs the public of the intent and effect of the ordinance. The City Council further determines that publication of the title and such summary will clearly inform the public of the intent and effect of the ordinance.

Section 4. Filing. The City Clerk shall file a copy of this ordinance in her office, which copy shall be available for inspection by any persons during regular office hours.

Section 5. Publication. Upon the execution of the Grantee's acceptance of this franchise ordinance, the City Clerk shall publish the title of this ordinance and the official summary in the official newspaper of the City with notice that a printed copy of the ordinance is available for inspection by any person during regular office hours at the Office of the City Clerk.

Section 6. Effective date. This ordinance shall take effect upon its passage and the publication of its title and the official summary.

PASSED by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2018.

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Mary Hamann-Roland, Mayor

ATTEST:

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Pamela J. Gackstetter, City Clerk



## **EXHIBIT A-1 – Charter List**

### EXHIBIT A-1

#### Service to Public Buildings:

Apple Valley PEG Studio	7100 147 <sup>th</sup> Street W
Apple Valley Community Center	14603 Hayes Road
Apple Valley Fire Station 1	15000 Hayes Road
Apple Valley Fire Station 2	13995 Galaxie Ave
Apple Valley Fire Station 3	14195 Essex Lane
Apple Valley Sports Arena	14452 Hayes Road
Apple Valley Ice Arena	14595 Hayes Road
Apple Valley Maintenance	6442 140 <sup>th</sup> Street W
Apple Valley Police Department	7100 147 <sup>th</sup> Street W
Apple Valley City Hall	7100 147 <sup>th</sup> Street W
Apple Valley Teen Center	14255 Johnny Cake Ridge Road
Redwood Community Center	311 County Road 42
Valleywood Golf Course	4851 McAndrews Road
Apple Valley High School	14450 Hayes Road
Eastview High School	6200 140 <sup>th</sup> Street
Falcon Ridge Middle School	12900 Johnny Cake Ridge Road
Scott Highland Middle School	14011 Pilot Knob Road
Valley Middle School	900 Gardenview Drive
Cedar Park Elementary School	7500 Whitney Drive
Diamond Path Elementary School	14455 Diamond Path
Highland Elementary School	14001 Pilot Knob Road
Westview Elementary School	225 Gardenview Drive
ISD 196 District Service Center	14445 Diamond Path W
Senior Center	14601 Hayes Ave

**EXHIBIT A-2 – Commission Universal List**

<b><u>NAME</u></b>	<b><u>ADDRESS</u></b>	<b><u>CITY</u></b>
APPLE VALLEY CITY HALL (ALL GOV'T HEAD END)	7100 147TH ST W	APPLE VALLEY
APPLE VALLEY HIGH SCHOOL (ISD 196 HEAD END)	14450 HAYES RD	APPLE VALLEY
FARMINGTON CITY HALL	430 Third Street	FARMINGTON
BOECKMAN MIDDLE SCHOOL (ISD 192 HEAD END)	800 DENMARK AVE	FARMINGTON
ROSEMOUNT CITY HALL	2875 145TH ST W	ROSEMOUNT
APPLE VALLEY AQUATIC CENTER	14421 JOHNNY CAKE RIDGE ROAD	APPLE VALLEY
APPLE VALLEY CITY HALL	7100 147TH ST W	APPLE VALLEY
APPLE VALLEY COMMUNITY CENTER	14603 HAYES RD	APPLE VALLEY
APPLE VALLEY FIRE STATION 1	15000 HAYES RD	APPLE VALLEY
APPLE VALLEY FIRE STATION 2	13995 GALAXIE AVE	APPLE VALLEY
APPLE VALLEY FIRE STATION 3	14195 ESSEX LN	APPLE VALLEY
APPLE VALLEY ICE ARENA	14595 HAYES ROAD	APPLE VALLEY
APPLE VALLEY LIQUOR 1*	7525 148TH ST W	APPLE VALLEY
APPLE VALLEY LIQUOR 2*	14261 ESSEX AVE	APPLE VALLEY
APPLE VALLEY LIQUOR 3	5470 157TH ST W	APPLE VALLEY
APPLE VALLEY MAINTENANCE	6442 140TH ST W	APPLE VALLEY
APPLE VALLEY POLICE DEPARTMENT	7100 147TH ST W	APPLE VALLEY
APPLE VALLEY REDWOOD COMMUNITY CENTER	311 COUNTY RD 42	APPLE VALLEY
APPLE VALLEY SENIOR CENTER	14601 HAYES RD	APPLE VALLEY
APPLE VALLEY TEEN CENTER	14255 JOHNNY CAKE RIDGE RD	APPLE VALLEY
APPLE VALLEY VALLEYWOOD GOLF COURSE	4851 MCANDREWS RD	APPLE VALLEY
APPLE VALLEY HIGH SCHOOL SPORTS ICE ARENA	14452 HAYES RD	APPLE VALLEY
CEDAR PARK ELEMENTARY SCHOOL	7500 WHITNEY DR	APPLE VALLEY
CEDAR VALLEY LEARNING CENTER	14420 GLENDA DRIVE	APPLE VALLEY
DAKOTA RIDGE	4629 144TH ST W	APPLE VALLEY
DIAMOND PATH ELEMENTARY SCHOOL	14455 DIAMOND PATH	APPLE VALLEY
EASTVIEW HIGH SCHOOL	6200 140TH ST	APPLE VALLEY
FALCON RIDGE MIDDLE SCHOOL	12900 JOHNNY CAKE RIDGE RD	APPLE VALLEY
GREENLEAF ELEMENTARY	13333 GALAXIE AVE	APPLE VALLEY
HIGHLAND ELEMENTARY SCHOOL	14001 PILOT KNOB RD	APPLE VALLEY

ISD 196 DISTRICT SERVICE CENTER	14445 DIAMOND PATH W	APPLE VALLEY
SCHOOL OF ENVIRONMENTAL STUDIES	12155 JOHNNY CAKE RIDGE RD	APPLE VALLEY
SCOTT HIGHLAND MIDDLE SCHOOL	14011 PILOT KNOB RD	APPLE VALLEY
SOUTHVIEW ELEMENTARY	1025 WHITNEY DRIVE	APPLE VALLEY
TRANSITION PLUS/PATHWAY/ALC	5840 149TH ST W	APPLE VALLEY
VALLEY MIDDLE SCHOOL	900 GARDENVIEW DR	APPLE VALLEY
WESTVIEW ELEMENTARY SCHOOL	225 GARDENVIEW DR	APPLE VALLEY
FAA CENTER	512 DIVISION ST	FARMINGTON
FARMINGTON CENTRAL MAINTENANCE FACILITY	19650 MUNICIPAL DRIVE	FARMINGTON
FARMINGTON CITY HALL	430 THIRD STREET	FARMINGTON
FARMINGTON FIRE STATION 1	21625 DENMARK AVE	FARMINGTON
FARMINGTON FIRE STATION 2	19695 MUNICIPAL DR	FARMINGTON
FARMINGTON LIBRARY	508 THIRD ST	FARMINGTON
FARMINGTON LIQUORS 1	21625 DENMARK AVE	FARMINGTON
FARMINGTON LIQUORS 2*	18350 PILOT KNOB ROAD	FARMINGTON
FARMINGTON POLICE DEPT	19500 MUNICIPAL DR	FARMINGTON
FARMINGTON POOL	626 HERITAGE WAY	FARMINGTON
FARMINGTON RAMBLING RIVER CENTER	325 OAK ST	FARMINGTON
FARMINGTON SCHMITZ-MAKI ICE ARENA	114 SPRUCE ST	FARMINGTON
AKIN ROAD ELEMENTARY SCHOOL	5231 195TH ST W	FARMINGTON
DODGE MIDDLE SCHOOL	4200 208TH ST W	FARMINGTON
EXTENDED CAMPUS	211 3RD ST	FARMINGTON
FARMINGTON ELEMENTARY SCHOOL	500 MAPLE ST	FARMINGTON
FARMINGTON HIGH SCHOOL *	20655 FLAGSTAFF AVE	FARMINGTON
GATEWAY ACADEMY	510 WALNUT ST	FARMINGTON
IDEA PROGRAM	304 SPRUCE ST	FARMINGTON
MEADOW VIEW ELEMENTARY SCHOOL	6100 195TH ST W	FARMINGTON
RIVER VIEW ELEMENTARY SCHOOL	4100 208TH ST W	FARMINGTON
ROSEMOUNT COMMUNITY CENTER/ICE ARENA	13885 SOUTH ROBERT TRL	ROSEMOUNT
ROSEMOUNT CITY HALL	2875 145TH ST W	ROSEMOUNT
ROSEMOUNT FAMILY RESOURCE CENTER	14521 CIMARRON AVE	ROSEMOUNT
ROSEMOUNT FIRE STATION 1	14700 SHANNON PARKWAY	ROSEMOUNT
ROSEMOUNT FIRE STATION 2	2047 CONNEMARA TRAIL	ROSEMOUNT
ROSEMOUNT PUBLIC WORKS GARAGE	14455 BRAZIL AVE	ROSEMOUNT
ROSEMOUNT PUBLIC WORKS OFFICE	14425 BRAZIL AVE	ROSEMOUNT
ROSEMOUNT STEEPLE CENTER	14375 SOUTH ROBERT TRAIL	ROSEMOUNT

ALLIANCE EDUCATION CENTER*	14300 BISCAYNE AVE	ROSEMOUNT
DAKOTA COUNTY TECHNICAL COLLEGE*	1300 145TH ST	ROSEMOUNT
FIRST BAPTIST SCHOOL*	14400 DIAMOND PATH	ROSEMOUNT
ISD 196 DISTRICT OFFICE (DO)	3455 153RD ST	ROSEMOUNT
ROSEMOUNT ELEMENTARY SCHOOL	3155 143RD ST	ROSEMOUNT
ROSEMOUNT HIGH SCHOOL	3335 142ND ST	ROSEMOUNT
ROSEMOUNT MIDDLE SCHOOL	3135 143RD ST W	ROSEMOUNT
SHANNON PARK ELEMENTARY SCHOOL	13501 SHANNON PARKWAY	ROSEMOUNT
* If landlord permits &/or if economically feasible to serve	13900 BISCAYNE AVE	ROSEMOUNT

## **EXHIBIT B**

### **PEG ACCESS PROVISIONS**

1. PEG Channels and Regional Channel.

(a) City or its designee is hereby designated to operate, administer, promote, and manage PEG access provided over the Cable System. All Subscribers who receive all or any part of the total services offered on the System shall receive such Channels at no additional service charge.

(b) Except as provided in Section 1(c), Grantee shall make available Channels for PEG access use (government, educational and public) as indicated in Section 2, below. City's use of the PEG Channels shall be for non-commercial PEG purposes only and shall be programmed in City's sole discretion. Grantee shall have no responsibility for the content, operations or use of the PEG Channels other than as specified herein. From and after the Effective Date, and except as this Franchise expressly provides otherwise, the City shall be responsible for all production and distribution costs associated with the provision of any PEG Channel, regardless of format, including but not limited to the cost of any equipment or facilities necessary to produce, transport, or transmit the PEG Channels from their signal origination point(s) to the designated location(s) indicated in Section 3(c) below for insertion on Grantee's System. The City may rename, reprogram, or otherwise change the use of these PEG Channels in its sole discretion, provided they remain solely for non-commercial PEG purposes and are operated in accordance with law.

(c) City may request additional Channel(s) beyond the provisions of Section 1(b) in accordance with applicable law, including Minn. Stat. §238.084 which is expressly incorporated herein by reference.

(d) The following governs the Grantee's use of the PEG Channels for other services if a Channel is not being fully utilized for PEG purposes:

(i) If a PEG Channel is not "fully utilized" at any time during the term of this Agreement in accordance with Section 1(d)(ii), the Grantee may temporarily use the PEG Channel no less than sixty (60) days after submitting a written notice of such use to the City.

(ii) The PEG Channel shall be considered fully utilized if programming is delivered over it more than thirty-six (36) hours per week on average over a six (6) month period, excluding character generated, programming, static bulletin board type programming, or programming repeated more than seven (7) times in a single week (Mon-Sun).

(iii) If the PEG Channel is being used by the Grantee in accordance with subsection (d)(i) and (ii), and the City has determined in good faith that it or its designated PEG provider has the ability to fully utilize the Channel again, then the City shall request return of the PEG Channel by delivering written notice of same to the Grantee, which shall include adequate assurances by City of its ability to fully utilize the Channel. In such event, the PEG Channel shall be returned to the City for PEG programming within ninety (90) days after receipt by the Grantee of such written notice.

(e) Grantee shall designate channel 6 for uniform regional channel usage only for so long as required by Minn. Stat. §238.43.

2. PEG Carriage Requirements.

- (a) Nothing herein precludes the Grantee from charging for any equipment needed to receive Basic Cable Service.
- (b) The Commission shall transport government programming originating from Rosemount and Farmington City Halls to Apple Valley City Hall. Grantee shall transport such programming from Apple Valley City Hall to Grantee's headend in three (3) separate streams to allow for narrowcasting the programming to the three (3) individual Cities on PEG Channel #180 (the "Government Channel"). Within sixty (60) days after the Effective Date, unless delayed by events out of Grantee's reasonable control, the Commission shall produce and transmit the Government Channel in high definition ("HD") and Grantee shall transport the Government Channel from Apple Valley City Hall to Grantee's headend in HD and narrowcast the appropriate programming stream on the Government Channel in HD to each City (Apple Valley, Farmington or Rosemount, Minnesota) in full satisfaction and compliance with Resolution No. \_\_\_\_\_ [*customize per City*] provided that the signals are received by the Grantee in HD and meet Grantee's technical specifications for HD channels.
- (c) The Grantee shall transport educational programming produced by ISD #192 and #196 from the locations indicated in Section 3(c) herein to Grantee's headend. Grantee shall narrowcast ISD #192 programming to Farmington, and narrowcast ISD #196 programming to Apple Valley and Rosemount, on PEG Channel #189 (the "Educational Channel"). On or after June 1, 2018, the Commission may request, and the Grantee shall convert the Educational Channel to HD format provided that the signals received meet Grantee's technical specifications for HD channels and the Grantee's out-of-pocket costs to receive and distribute the educational programming on the Educational Channel in HD ("Grantee Costs") are reimbursed by the Commission or the school districts in an amount which shall not exceed Seven Thousand Five Hundred Dollars (\$7500.00) unless approved by the Commission. Upon receipt of the Commission's request to convert the Educational Channel to HD, the Commission, the school districts, and Grantee shall obtain and share relevant information regarding expected project costs, including work orders, vendor quotes and bid specifications, and shall work cooperatively to attempt to minimize the total cost. Once the estimated Grantee Costs are determined and approved by the Commission and the school districts, the parties shall move forward with the conversion. Grantee shall submit invoices to the Commission for reimbursement which shall be payable within sixty (60) days of receipt. Grantee shall notify the Commission if the Grantee Costs will exceed Seven Thousand Five Hundred Dollars (\$7,500.00) and shall not incur such costs without the approval of the Commission; the parties acknowledge that failure to timely approve necessary Grantee Costs in excess of Seven Thousand Five Hundred Dollars (\$7,500.00) may delay or halt the conversion. Nothing in this section shall make the Grantee responsible for Grantee Costs.
- (d) The Grantee shall transport other programming produced by the Commission or public from Apple Valley City Hall to Grantee's headend and cablecast such programming to Apple Valley, Farmington, and Rosemount on Channel #187 (the "Public Channel"). At such time that Grantee delivers 90% or more of its Video Programming in HD, the City may provide a written request that the Public Channel be converted to an HD channel. City and Grantee shall implement the HD Public Channel on mutually acceptable terms and conditions, provided that, the Grantee shall not unreasonably refuse such future conversion to HD.

- (e) In the event the City or Commission ceases to provide PEG programming in HD format or Grantee ceases to provide any channels in HD in the City, Grantee shall no longer be obligated to provide any HD PEG Channels.
- (f) The City acknowledges that receipt of an HD format Channel may require Subscribers to buy or lease special equipment, or pay additional HD charges applicable to all HD services provided by Grantee.
- (g) The use of specific PEG Channel numbers in this Exhibit B shall not limit Grantee's rights to relocate the PEG Channels pursuant to Section 3(b) herein.

3. PEG Channel Locations and Origination Sites.

(a) Grantee shall cablecast the PEG Channels on the following Channel designations: Channels 180, 187, and 189.

(b) Grantee shall give Subscribers at least sixty (60) Days prior written notice of any relocation of the PEG Channels to different Channel numbers. Prior to relocation, Grantee shall inform Subscribers of the new Channel locations through bill messages or inserts, and shall list the new Channel locations on the on-air program guide. The parties acknowledge that Grantee contracts with a third party or parties to provide on-screen and on-line program listings. It shall be the responsibility of the City, or its designee, to provide such detailed program information to the third-party entity or entities that produce such listings for Grantee in accordance with each such entity's normal format and scheduling requirements and at the City's cost.

(c) The Grantee shall provide two-way capability permitting live transmission of PEG Channels and programming upstream to Grantee's headend only at the following three (3) locations:

Apple Valley City Hall, 7100 147<sup>th</sup> Street W., Apple Valley, MN  
ISD #192, 510 Walnut Street, Farmington, MN

ISD #196, 14450 Hayes Avenue, Apple Valley, MN

(d) The City shall have the right to extend additional two-way connections on mutually acceptable terms and conditions from public institutional sites to permit live transmission of PEG programming on PEG Channels to Grantee's headend and onto the System at the City's expense. The City may use the proceeds of the PEG Fee to pay such construction or PEG equipment and transmission costs.

4. PEG Technical Quality.

(a) The PEG Channels shall meet FCC technical standards including those applicable to the carriage of PEG Channels, provided, however, that the Grantee is not responsible for the production quality of PEG programming provided to the Demarcation Point.

(b) Upon request, throughout the term of the Franchise, Grantee shall provide updated contact information for a local technical representative, who shall be available to the City for consultation on technical matters as the need may arise. This technical representative shall be accessed through a direct telephone number available to the City (as opposed to a general public number). The Grantee shall not impose any unreasonable fees or charges to the City for this technical consultation. If such consultation is insufficient to diagnose the matter in question, within twenty-four (24) hours of a written

request from City to the Grantee identifying a technical problem with a PEG Channel signal and requesting assistance, Grantee will provide, free of charge to City, diagnostic services to determine whether or not a problem with a PEG signal is the result of matters for which Grantee is responsible) and if so, Grantee will take prompt corrective action, free of charge to City, subject to the limitations on Grantee's responsibilities outlined herein. If the problem persists and there is a reasonable dispute about the cause, then the parties shall meet with engineering representation from Grantee and the City in order to mutually determine the course of action to remedy the problem. Nothing herein shall be construed to obligate Grantee to correct problems or take any other action caused by City's signal, City's network or internal wiring, City's equipment, PEG access program content or other issues within City's reasonable control.

(c) Grantee shall comply with applicable law regarding the carriage of PEG Channels.

5. Channel Guide for PEG Channels. Grantee shall make its programming guide vendor available to the Commission, at the Commission's cost, to incorporate programming information about the Commission's PEG Channels in such guide.

6. PEG Financial Support.

(a) Grantee and any Additional Providers shall collectively remit a maximum of One Million Three Hundred Thousand Dollars (\$1,300,000.00) to the Commission during the Initial Term of the Franchise for capital support of PEG (the "PEG Payment") pursuant to Section 6(b) of this Exhibit B. If the aggregate amount of the PEG Fees (defined below) remitted by Grantee and any Additional Providers to the Commission ("Aggregate PEG Fees") collectively reaches the maximum PEG Payment of One Million Three Hundred Thousand Dollars (\$1,300,000.00) during the Initial Term of the Franchise, Grantee shall no longer be under any obligation to collect and remit the PEG Fees.

(b) Grantee shall collect a PEG fee of seventy-five cents (\$0.75) per Subscriber per month (the "PEG Fee") commencing no later than sixty (60) days after the Effective Date. Thereafter, the Grantee and the Commission shall review the PEG Fee during the sixth year of the Initial Term and shall adjust the PEG Fee up or down based on the number of Subscribers and the Aggregate PEG Fees collected as of June 30, 2023 with the goal of reaching the PEG Payment amount ("Adjusted PEG Fee"); provided, however, that Grantee and any Additional Providers shall be under no obligation to pay more than the Adjusted PEG Fee collected through the remainder of the Initial Term. Any increase or decrease of the PEG Fee shall be effective as of January 1, 2024 and the same PEG Fee shall apply to Grantee and all Additional Providers. For purposes of this PEG Fee, "Subscriber" shall not include any Person who receives Cable Service on a complimentary basis or otherwise does not pay for the Cable Service.

(c) The City shall provide Grantee an annual report, on or before October 1 of each year (excluding Subscriber numbers) indicating the total amount of the PEG Payment received by City from Grantee and any Additional Providers through June 30 of that year.

(d) Grantee shall remit the amounts collected from PEG Fees quarterly to the City, not later than forty-five (45) Days following the end of a given quarter.

(e) The Cities shall use the proceeds of the PEG Payment only for capital support for PEG. In the event any amount of the PEG Payment is not used to support PEG capital, that amount may be offset against the Franchise Fee in accordance with applicable law.



7. Level Terms.

If any franchise or authorization with an Additional Provider(s) requires such Provider(s) to collect a PEG Payment or PEG Fee that is less than that required in Section 6(a) and 6(b) above, Grantee may reduce its PEG Payment or PEG Fee to an amount equivalent to the PEG Payment or PEG Fee collected by such Additional Provider(s).

**EXHIBIT C**  
**FRANCHISE FEE PAYMENT WORKSHEET**  
***TRADE SECRET – CONFIDENTIAL***

	Month/Year	Month/Year	Month/Year	Total
Cable Service Revenue				
Installation Charge				

Franchise Fee Revenue				
Advertising Revenue				
Home Shopping Revenue				
Other Revenue				
Equipment rental				
REVENUE				
Fee Calculated				

Fee Factor: 5%

	<b>EXHIBIT D</b>			
	<b>ANNUAL REPORT FOR PUBLIC, EDUCATION AND GOVERNMENT (PEG) CAPITAL SUPPORT</b>			
<b>City of Apple Valley</b>				
<b>DATE OF REPORT</b>				
<b>Equipment Name/Type</b>				
<b>Manufacturer Name</b>				
<b>Model Number</b>				
<b>Purpose or Primary Use of Equipment</b>				
<b>Equipment Location (full address, room number)</b>				
<b>Cost \$\$</b>				
<p>In a separate document, describe the (1) Present cable-related needs of the community; (2) Operational support City provides to operate the PEG Access Channel; (3) Current level of programming on the PEG Access Channels, indicating how many hours of programming are: (i) local; (ii) character generated or bulletin board-type programming; or (iii) repeated more than seven (7) times in a single week (Mon-Sun).</p>				

**ACCEPTED:** This Franchise is accepted, and we agree to be bound by its terms and conditions.

CHARTER CABLE PARTNERS, LLC  
f/k/a CHARTER COMMUNICATIONS

Dated: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
Its:

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

CITY OF APPLE VALLEY  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 119 OF THE APPLE VALLEY CITY CODE BY GRANTING A FRANCHISE RENEWAL TO CHARTER CABLE PARTNERS, LLC (F/K/A CHARTER COMMUNICATIONS) TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN THE CITY OF APPLE VALLEY, SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM; AND PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS

The following is the official summary of Ordinance No. \_\_\_\_\_ passed by the City Council of Apple Valley on \_\_\_\_\_, 2018:

Chapter 119 of the Apple Valley City Code is being amended by deleting Sections 119.20 through 119.33 in their entirety regarding Marcus Cable Partners, L.L.C. expired cable system franchise. Chapter 119 is also amended by adding Section 119.20 that grants a franchise renewal to Charter Cable Partners, LLC, (f/k/a Charter Communications), sets forth conditions that accompany the grant of a franchise and sets forth regulations of and penalties for the provisions outlined in the franchise.

A printed copy of the ordinance is available for inspection by any person during regular office hours in the office of the City Clerk at the Apple Valley Municipal Center, 7100 147th Street W., Apple Valley, Minnesota 55124.