

ORDINANCE NO. 939

CITY OF SHAKOPEE CABLE TELEVISION FRANCHISE ORDINANCE

August 3, 2016

TABLE OF CONTENTS

SEC. 1. GRANT OF FRANCHISE. 1

SEC. 2. SHORT TITLE. 5

SEC. 3. DEFINITIONS. 5

SEC. 4. FRANCHISE TERM. 7

SEC. 5. WRITTEN NOTICE..... 7

SEC. 6. DESIGN PROVISIONS..... 8

**SEC. 7. PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS
PROGRAMMING..... 11**

SEC. 8. PERIODIC CUSTOMER SURVEYS. 15

SEC. 9. LINE EXTENSION POLICY..... 16

SEC. 10. GENERAL FINANCIAL AND INSURANCE PROVISIONS..... 16

SEC. 11. RATES. 19

SEC. 12. COMPETITION ADJUSTMENT..... 19

SEC. 13. REPAIRS AND MAINTENANCE/CONSUMER PROTECTION. 20

SEC. 14. SUBSCRIBER PRIVACY..... 21

SEC. 15. INDEMNIFICATION AND LIABILITY INSURANCE..... 21

SEC. 16. ADMINISTRATION. 22

SEC. 17. REDRESS. 22

SEC. 18. TRANSFER OR ASSIGNMENT. 23

SEC. 19. RIGHT TO PURCHASE..... 23

SEC. 20. FORCE MAJEURE..... 24

SEC. 21. ACCEPTANCE SECTION..... 24

SEC. 22. MISCELLANEOUS..... 24

SEC. 23. SUMMARY 25

SEC. 24. POSTING AND FILING..... 25

SEC. 25. TITLE..... 25

SEC. 26. EFFECTIVE DATE..... 25

EXHIBIT A – QUARTERLY MEETING REPORT

EXHIBIT B – CABLE SERVICE TO PUBLIC BUILDINGS

EXHIBIT C – FCC CUSTOMER SERVICE STANDARDS

EXHIBIT D – INDEMNITY AGREEMENT

EXHIBIT E – CHANNEL LINE-UP

ORDINANCE NO. 939

FRANCHISE ORDINANCE

This Franchise made and entered into this 3rd day of August, 2016, by and between the City of Shakopee, (“City”) a municipal corporation of the State of Minnesota, and Qwest Broadband Services, Inc., d/b/a CenturyLink (“Grantee”).

WITNESSETH

WHEREAS, the City is authorized to renew or grant one or more nonexclusive revocable Franchises to operate, construct, maintain and reconstruct a Cable Television System within the City.

WHEREAS, the City, reviewed the legal, technical and financial qualifications of Grantee and after proper public notice, has determined that it is in the best interest of the City and its residents to grant a Franchise to Grantee.

NOW, THEREFORE, the City hereby grants to Grantee a Franchise in accordance with the provisions of the Shakopee City Code and this Ordinance.

SEC. 1. GRANT OF FRANCHISE.

1.1 **Grant of Franchise.**

A. This Franchise constitutes a nonexclusive grant of authority to Grantee to construct, maintain, extend, and operate a Cable System to provide Cable Service and other lawful service in Rights-of-Way in the City. Grantee’s rights are subject to the police powers of the City. Grantee shall comply with any City ordinances of general applicability governing use of Right-of-Way and all generally applicable building, electrical and zoning codes currently or hereafter in force in the City. Grantee shall further comply with all state and federal laws, rules, and regulations applicable to the operation of Cable Systems or the provision of Cable Service. In the event of any conflict between the terms and conditions of this Franchise and any generally applicable ordinance including the Right-of-Way ordinance, the terms of such generally applicable ordinance shall control, however the parties agree that no City ordinance or regulation shall have the effect of modifying the build out requirements set forth in Sections 1.3 and 1.5 herein. This Franchise complies with the Minnesota franchise standards set forth in Minn. Stat. § 238.084.

B. Grantee promises and guarantees, as a condition of exercising the privileges granted by this Franchise, that any affiliated entity of the Grantee involved in the offering of Cable Service in the City, or directly involved in the ownership, management or operation of the Cable System in the City, shall also comply with all obligations of this Franchise. However, the City and Grantee acknowledge that QC will be primarily responsible for the construction and installation of the facilities in the Rights-of-Way which will be utilized by Grantee to provide Cable Services. So long as QC does not provide Cable Service to Subscribers in the City, QC will not be subject to the terms and conditions contained in this Franchise. QC’s installation and maintenance of facilities in the Rights-of-Way is governed by applicable local, state and federal law. To the extent Grantee constructs and installs facilities in the Rights-of-Way, such

installation will be subject to the terms and conditions contained in this Franchise. Grantee is responsible for all provisions in this Franchise related to: 1) its offering of Cable Services in the City; and 2) the operation of the Cable System regardless of what entity owns or constructs the facilities used to provide the Cable Service. The City and Grantee agree that to the extent QC violates any applicable federal, state, or local laws, rules, and regulations, the City shall first seek compliance directly from QC. In the event, the City cannot resolve these violations or disputes with QC then the City may look to Grantee to ensure such compliance. Failure by Grantee to ensure QC's or any other affiliate's compliance with applicable local, state and federal laws, rules, and regulations shall be deemed a material breach of this Franchise by Grantee.

1.2 **Franchise Area.**

The Grantee is hereby authorized to provide Cable Services over a Cable System within the jurisdictional boundaries of the City, including any areas annexed by the City during the term of this Franchise. The parties acknowledge that Grantee is not the first entrant into the wireline video market in the City. The Grantee acknowledges that the City desires wireline competition throughout the entire City so all residents may receive the benefits of competitive Cable Services. Grantee aspires to provide Cable Service to all Living Units within the City by the end of the five year (5) term of this Franchise. Grantee agrees that its deployment of Cable Service in the City will be geographically dispersed throughout the City, and shall be made available to diverse residential neighborhoods of the City without discrimination. This Franchise governs any Cable Services provided by Grantee to residential and commercial Subscribers.

1.3 **Initial Build Out.**

No later than the second anniversary of the effective date of this Franchise, Grantee shall be capable of serving a minimum of fifteen percent (15%) of the City's Living Units in the Franchise Area with Cable Service; provided, however, Grantee will make its best efforts to complete such deployment within a shorter period of time. This initial minimum build-out commitment shall include a significant number of Living Units below the median income in the City. Nothing in this Franchise shall restrict Grantee from serving additional Living Units in the City with Cable Service.

1.4 **Quarterly Meetings.**

In order to permit the City to monitor and enforce the provisions of this section and other provisions of this Franchise, the Grantee shall, upon demand, promptly make available to the City maps and other documentation showing exactly where within the City the Grantee is currently providing Cable Service through FTTN and FTTH. Grantee shall meet with the City, not less than once quarterly, unless otherwise directed by the City, to demonstrate Grantee's compliance with the provisions of this section concerning the deployment of Cable Services in the City including, by way of example, the provision of this section in which Grantee commits that a significant portion of its initial investment will be targeted to areas below the median income within the City, and the provisions of this section that prohibit discrimination in the deployment of Cable Services on the basis of the income level of the residents.

1.5 **Additional Build Out Based on Market Success.**

A. If, at any quarterly meeting, including any quarterly meeting prior to the second anniversary of the effective date of this Franchise (as the term effective date is defined in Section 26 herein), Grantee is actually serving twenty seven and one-half percent (27.5%) of the Living Units capable of receiving Cable Service, then Grantee agrees the minimum build-out commitment shall increase to include all of the Living Units then capable of receiving Cable Service plus an additional fifteen (15%) of the total Living Units in the City, which Grantee agrees to serve within two (2) years from the quarterly meeting; provided, however, the Grantee shall make its best efforts to complete such deployment within a shorter period of time.

B. For example, if, at a quarterly meeting with the City, Grantee shows that sixty percent (60%) of the Living Units in the City are Qualified Living Units and Grantee is actually serving thirty percent (30%) of those Qualified Living Units with Cable Service, then Grantee shall take such action as is required to make an additional fifteen percent (15%) of the Living Units in the City, Qualified Living Units no later than two (2) years after that quarterly meeting (a total of seventy-five percent (75%) of the total Living Units in the City under this example). This additional build-out based on market success shall continue until every Living Unit in the City is a Qualified Living Unit.

1.6 **Quarterly Meeting Reporting.**

A. In order to permit the City to monitor and enforce the provisions of this section and other provisions of this Franchise, the Grantee shall, commencing September _____, 2016, and continuing throughout the term of this Franchise, meet quarterly with the City and make available to the City the following information:

1. The total number of Living Units throughout the City;
2. The total number of Qualified Living Units;
3. The percentage (%) of Living Units that are Qualified Living Units (Living Units divided by Qualified Living Units);
4. The total number of Qualified Living Units actually subscribing to Grantee's Cable Service;
5. The percentage of Qualified Living Units served;
6. Whether the percentage of Qualified Living Units served exceeds 27.5% - as specified in Section 1.5 above;
7. Whether an additional build out requirement of fifteen percent (15%) is triggered - as specified in Section 1.5 above;
8. If subparagraph 7 above triggered, the percentage of Living Units required to be served in the next twenty-four (24) months;

9. A chart including the above mentioned information and any related information in form and substance substantially the same as Exhibit A, attached hereto;

10. A copy of the map specified in Section 1.4 herein; and

11. Information demonstrating Grantee's commitment that a significant portion of Grantee's initial investment and Grantee's deployment of Cable Services in the City has been targeted to households below the City's median household income.

B. At the conclusion of each quarterly meeting Grantee and City shall agree on the required number of Living Units that must be converted to Qualified Living Units, if applicable, within the next twenty-four (24) months as mandated by the requirements of this Section 1.5.

1.7 **Nondiscrimination.**

Grantee shall provide Cable Service under non-discriminatory rates and reasonable terms and conditions to all Subscribers who reside in Living Units in any location where the Grantee is capable of providing Cable Service. Grantee shall not arbitrarily refuse to provide Cable Services to any Person or in any location where the Grantee is capable of providing Cable Service. Any Qualified Living Unit should also include Commercially-Zoned Parcels. "Commercially-Zoned Parcels" mean any street address or municipally identified lot or parcel of real estate with a building. Grantee shall not deny Cable Services to any group of Subscribers or potential residential Subscribers based upon the income level of residents of the local area in which such group resides, nor shall Grantee base decisions about construction or maintenance of its Cable System or facilities based upon the income level of residents of the local area in which such group resides. Grantee shall provide such service at non-discriminatory monthly rates for residential Subscribers, consistent with applicable federal, state, or local laws. Grantee shall not discriminate between or among any individuals in the availability of Cable Service based upon income in accordance and consistent with 47 U.S.C. Section 541(a) (3), or based upon race or ethnicity.

1.8 **Standard Installation.**

Pursuant to Exhibit C attached hereto, Grantee shall provide Cable Services at its standard installation rates within seven (7) days of a request by any Person residing in a Qualified Living Unit in the City. A request shall be deemed made on the date of signing a service agreement, receipt of funds by Grantee or receipt by Grantee of a verified verbal or written request. In addition to the specific obligations set forth in Exhibit C attached hereto, Grantee shall promptly respond to all requests for service, repair, installation and information from Subscribers. Grantee acknowledges the City's interest in the prompt resolution of all cable complaints and shall work in close cooperation with the City to resolve complaints.

1.9 **Multiple Dwelling Units.**

The Grantee shall offer the individual units of a multiple dwelling unit all Cable Services offered to other multiple dwelling units in the City. Grantee shall individually wire units upon request of the property owner or renter who has been given written authorization by the owner. Such offering is conditioned upon the Grantee having legal access to said unit, such unit is a Qualified Living Unit, and payment for Grantee's reasonable and legally permissible costs of internal

wiring. The City acknowledges that the Grantee cannot control the dissemination of particular Cable Services beyond the point of demarcation at a multiple dwelling unit.

SEC. 2. SHORT TITLE.

This Franchise shall be known and cited as the “City of Shakopee CenturyLink Cable Franchise.” Within this document it shall also be referred to as “this Franchise” or “the Franchise.”

SEC. 3. DEFINITIONS.

For the purpose of this Franchise, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

“Access Channel” means a video channel provided by Grantee to permit cable casting of public, educational, governmental and other public interest programming.

“Basic Cable Service” means any Cable Service tier that includes the lawful retransmission of local television broadcast signals and any Public, Educational, and Governmental Access programming required by this Franchise to be carried on the basic tier. Basic Cable Service as defined herein shall be consistent with 47 U.S.C. § 543(b)(7).

“Cable Act” means the Cable Communications Policy Act of 1984 (codified at 47 U.S.C. §§ 521-611), as amended by the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, as may, from time to time, be amended.

“Cable Service” or “Service” means: the one-way transmission to Subscribers of (i) video programming and/or (ii) other programming service and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

“Cable System” or “System” means a system which operates the service of receiving and amplifying video programs broadcast by one or more television stations and other programs, and distributing those programs by wire, cable, microwave or other means, whether the means are owned or leased, to persons who subscribe to the service. Unless otherwise specified, Cable System in this document means the Cable System utilized by the Grantee in the City.

“Channel” means a portion of the electromagnetic spectrum or fiber optic capacity that is capable of carrying one video signal, in either analog or digital form.

“City” means the City of Shakopee, Minnesota.

“Drop” means the cable that connects the ground block to the nearest feeder cable of the System.

“FCC” means the Federal Communications Commission or a designated representative.

“Franchise” means this Cable Franchise Ordinance and the rights and obligations extended herein by the City to the Grantee to own, lease, construct, maintain, or operate a Cable System in the Rights-of-Way in the City for the purpose of providing Cable Services.

“Franchise Area” means the present boundaries of the City of Shakopee, Minnesota, and shall include any additions thereto by annexation or other legal means.

“Franchise Fee” means any tax, fee, or assessment of any kind imposed by the City or other governmental entity on the Grantee solely because of its status and activities as such. The term “Franchise Fee” does not include: (i) 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 that is unduly discriminatory against cable operators or cable Subscribers); (ii) capital costs that are required by the Franchise to be incurred by the Grantee for PEG Access equipment and facilities; (iv) requirements or charges incidental to the award or enforcement of a Franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties, or liquidated damages; or (v) any fee imposed under Title 17 of the United States Code.

“FTTH” (“Fiber to the Home”) means fiber directly to the household.

“FTTN” (“Fiber to the Neighborhood”) means fiber directly to the neighborhood terminating at remote terminals.

“Grantee” means Qwest Broadband Services, Inc., d/b/a/ CenturyLink or its lawful successors, transferees, or assignees.

“Gross Revenues” means all revenues received directly or indirectly by the Grantee, arising from or in connection with the provision of Cable Service in the City including Subscriber revenues (including pay TV), Franchise Fees, advertising income, home shopping program revenues and rentals of Subscriber equipment, accounted for as earned in accordance with generally accepted accounting principles. Grantee is not required to include revenues recorded as earned but which are deemed uncollectible, but it must include recoveries previously deemed uncollectible. This definition of Gross Revenues also does not include sales, excise or other taxes collected by Grantee on behalf of federal, state, county, city or other governmental unit. Funds collected by Grantee to support public, educational and governmental access programming are also excluded from the definition of Gross Revenues.

“Living Unit” means a distinct address as tracked in the Qwest Corporation (“QC”) network inventory, used by the Grantee to identify existing or potential Subscribers. This includes, but is not limited to, single family homes, multi-dwelling units (e.g., apartment buildings and condominiums) and business locations.

“Lockout Device” means a mechanical or electrical accessory to a Subscriber’s terminal that inhibits the video or audio portions of a certain program or certain Channel(s) provided by way of a Cable System.

“Person” means any corporation, partnership, proprietorship, individual, organization, governmental entity or any natural person.

“QC” means Qwest Corporation d/b/a CenturyLink (“QC”), an affiliate of Grantee.

“Qualified Living Unit” means any Living Unit which meets the minimum qualifications defined by the Grantee for the provision of Cable Service. A Living Unit receiving a minimum of 25 Mbps downstream generally will be capable of receiving Cable Service subject to Company performing certain network grooming and conditioning. For purposes of this definition of Qualified Living Unit, “network grooming and conditioning” means evaluating existing QC infrastructure and making improvements to allow greater data throughput.

“Right-of-Way” means the area on, below, or above a public roadway, highway, street, cartway, bicycle lane, and public sidewalk in which the local government unit has an interest, including other dedicated rights-of-way for travel purposes and utility easements of local government units. Right-of-Way does not include the airwaves above a Right-of-Way with regard to wireless or other nonwire telecommunications or broadcast service.

“Set Top Box” means an electronic device which converts signals to a frequency acceptable to a television receiver of a Subscriber and by an appropriate selector permits a Subscriber to view all Subscriber signals included in the Subscriber’s service.

“Subscriber” means any Person who or which elects to subscribe for any purpose to Cable Service provided by a Grantee by means of, or in connection with, the Cable System, and whose premises or facilities are physically wired and lawfully activated to receive Cable Service from Grantee’s Cable System, including Persons who receive Cable Service without charge according to the terms of the Franchise.

SEC. 4. FRANCHISE TERM.

This Franchise shall be in effect for a term of five (5) years from the effective date as referenced in Section 26 herein, unless terminated sooner as hereinafter provided. Six (6) months prior to the expiration of the initial five (5) year term, if City determines that Grantee is in compliance with all other material terms of this Franchise including the build out obligations set forth in this Franchise as required by applicable federal, state, or local laws, the City shall have the unilateral right to extend the Franchise for an additional term of no less than five (5) years and no more than ten (10) years.

SEC. 5. WRITTEN NOTICE.

All notices, reports or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to any officer of Grantee or City’s Administrator of this Franchise or via registered or certified mail postage prepaid thereon, addressed to the party to which notice is being given, as follows:

If to City: City Administrator
 City of Shakopee
 129 South Holmes Street
 Shakopee, MN 55379

If to Grantee: CenturyLink
1801 California Street, 10th Floor
Denver, CO 80202

With a copy to: CenturyLink
Attn: Public Policy
200 South 5th Street, 21st Floor
Minneapolis, MN 55402

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

SEC. 6. DESIGN PROVISIONS.

6.1 System Design.

A. The Cable System shall have a bandwidth capable of providing the equivalent of a typical 750 MHz Cable System. Recognizing that the City has limited authority under federal law to designate the technical method by which Grantee provides Cable Service, as of the effective date of this Franchise, Grantee provides its Cable Service utilizing two (2) different methods. First, using a PON platform, the Grantee provides Cable Service to some Qualified Living Units by connecting fiber directly to the household (“FTTP”). Second, the Grantee provides Cable Service to some Qualified Living Units by deploying fiber further into the neighborhoods and using the existing copper infrastructure to increase broadband speeds (“FTTN”). Generally speaking, when Grantee deploys FTTN, households located within four thousand (4,000) cable feet of a remote terminal shall receive broadband speeds capable of providing Cable Service. In both the FTTP and FTTN footprint, a household receiving a minimum of twenty-five (25) Mbps shall be generally capable of receiving Cable Service after Grantee performs certain network grooming and conditioning.

B. City shall have the right to inspect all System construction work performed by Grantee.

6.2 Service to Schools and Government Buildings.

A. **Service to City.** Upon ninety (90) days advance written notice from the City, Grantee shall provide, free of charge and at no cost to the City or the school district, complimentary service with the highest level of standard definition (“SD”) and high definition (“HD”) Cable Service offered by Grantee, excluding pay-per-view, pay per channel (premium) programming, high-speed data services or newly created non-video Cable Services (“Complimentary City Service”) to: 1) the new City Hall located at 485 Gorman Street (“New City Hall”); and 2) the High School at 100 17th Avenue West. However, Grantee must provide the New City Hall and the High School any platform that includes the Access Channels. In addition, the Grantee will also provide the New City Hall and the High School, free of charge and at no cost, any equipment necessary to receive these services at up to seven (7) television sets, as specified by the City and school district, which shall include SD, HD, VOD, and new platforms, boxes, devices, remotes, and if applicable, digital television adaptors (DTAs). If

changes in the technology used by the Grantee require additional equipment for reception of Access Channels the Grantee shall make such equipment available at up to seven (7) television sets free of charge and at no cost to the City and school district.

B. Service to Designated Public Buildings. Upon request of the City, Grantee shall provide, free of charge and at no cost, SD Cable Service (currently Prism Essentials) which, at a minimum, shall include a package of Channels including all local broadcast and Access Channels and at least one hundred (100) additional commercial Channels (but not including pay-per-view or premium Channels, (“Complimentary Public Building Service”) including all necessary SD and HD reception equipment for to up to three (3) television sets at all other government buildings, schools and public libraries identified on Exhibit B attached hereto and made a part hereof. Exhibit B may be modified by the City from time to time to accommodate changes in city/school/community facilities locations. Grantee shall provide the Complimentary Public Building Service so long as these addresses in Exhibit B are designated as a Qualified Living Unit and no other franchised cable communications provider is providing complimentary service at such location. However, City may determine to disconnect the other franchised cable communications provider and require Grantee to meet the Complimentary Public Building Service obligations set forth herein, as determined in City’s sole discretion provided the selected location is a Qualified Living Unit. For purposes of this subsection 6.2.B, “school” means all state-accredited K-12 public and private schools. Complimentary Public Building Service provided in accordance with this subsection may be used to distribute Cable Services throughout such buildings provided such distribution can be accomplished without causing Cable System disruption and general technical standards are maintained. Such outlets may only be used for lawful purposes. Grantee shall provide, at its lowest retail rate offered in the market, HD Cable Service as may be requested by any buildings receiving service under this Section 6.2.

C. Grantee agrees that if any broadband service is required in order to receive the Complimentary Public Building Service or Complimentary City Service obligations set forth in this Section 6.2, Grantee will provide such broadband service free of charge for the sole purpose of facilitating the provision free Cable Service required by Section 6.2.

D. Additional Subscriber network Drops and/or outlets in any of the locations identified on Exhibit B will be installed by Grantee at the lowest actual cost of Grantee’s time and material consistent with applicable law (“Actual Cost”). Grantee shall provide the City with a complete and detailed cost estimate which shall include Grantee’s Actual Costs for any additional Subscriber network Drop and/or outlets. Within no more than ninety (90) days thereafter, the City shall work with institution requesting the additional Subscriber network Drop and/or outlets and provide Grantee with written approval, if applicable, to move forward with the additional Subscriber network Drop and/or outlets. Grantee shall only begin work on construction of the additional Subscriber network Drop and/or outlets once final approval is received from the City, and Grantee shall complete construction within thirty (30) days from the date of approval. Grantee shall bill the institution requesting the additional Subscriber network Drop and/or outlets its Actual Costs in accordance with the agreed upon estimate. The terms and conditions of such payment shall be between the Grantee and the institution. Alternatively, said institutions may add outlets at their own expense, as long as such installation meets Grantee’s standards and approval which approval shall not be unreasonably withheld. Grantee shall have three (3) months from the date of City designation to complete construction of the Drop and/or outlets unless weather or other conditions beyond the control of Grantee requires more time.

E. Grantee agrees that it will not offset or reduce its payment of past, present or future Franchise Fees required pursuant to Section 10.1 of this Franchise, as a result of its obligation to provide the services listed in Section 6.2 and Exhibit B of this Franchise.

6.3 Lockout Device.

Grantee shall provide, for sale or lease, a Lockout Device to Subscribers, upon request.

6.4 Standby Power.

Grantee shall maintain standby power at the headend and any hubs.

6.5 Periodic Review Provisions.

The City may request a performance review at the second and seventh anniversaries of the effective date of this Franchise. In conducting such reviews, the City shall undertake the following process:

A. The City and the Grantee shall undertake a review of the Cable System and Franchise. This review shall, at a minimum, take into account the following:

1. Characteristics of the existing System;
2. The state-of-the-art;
3. Additional benefits provided to customers by System improvements;
4. The market place demand for System improvements; and
5. The financial feasibility of System improvements taking into account the cost.

B. The City may hold a public hearing to enable the general public and Grantee to comment and to present evidence.

C. As a result of any review based on this section, the City may request that the Grantee enter into good faith negotiations to amend this Franchise.

6.6 Institutional Services

Grantee agrees that if any other franchised cable communications provider within the City provides dark fiber between any public buildings or schools within the City for continuous City use, as a condition of a Cable Service franchise, and such condition results in additional costs incurred by such other franchised cable communications provider, the Grantee shall meet with the City upon request of the City to determine a fair and equitable capital contribution by the Grantee to proportionately match said dark fiber obligations. If the City and Grantee are not able to reach mutual agreement to resolve this issue, the Grantee and City agree to enter into binding mediation to determine a fair and equitable contribution by the Grantee to proportionately match (on a per month, per Subscriber basis) said additional dark fiber obligations.

SEC. 7. PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS PROGRAMMING.

7.1 Access Channels.

A. Grantee shall provide three (3) Access Channels for exclusive use by the City. These three (3) Access Channels shall be provided in addition to carriage of Metro Cable Network Channel 6. The City shall, in its discretion, program and operate the Access Channels cablecast on the System.

1. The City and Grantee agree that governmental programming will not be required to be carried until the construction of the New City Hall is complete as such completion date is specified by the City. Upon activation of the connection set forth in Section 7.4 herein, Grantee shall provide one (1) Access Channel for governmental programming. Until programming is added to the governmental Access Channel, Grantee agrees that within one hundred twenty (120) days of the effective date of this Franchise, Grantee shall notify Subscribers of the Channel location of the Shakopee government Access Channel and that programming is “coming soon” or another mutually agreed message via a postcard or other mailing to Subscribers. The postcard shall be designed by the City and shall conform to the Grantee's standards and policies for size and weight. Any postcard denigrating the Grantee, its service or its programming is not permitted.

2. Within one hundred twenty (120) days of the commencement of this Franchise, Grantee shall provide one (1) Access Channel for educational programming.

3. The City and Grantee agree there is currently no public access programming. City shall provide one hundred twenty (120) days advance written notice, or a mutually agreed upon timeframe, before implementing Grantee’s carriage obligation of any public Access Channel.

B. The designated SD Access Channel numbers shall be as follows:

1. Channel 240 for governmental programming;
2. Channel 8140 for educational programming; and
3. Channel 8141 for public programming.

C. The designated HD Access Channel numbers shall be as follows:

1. Channel 1240 for governmental programming;
2. Channel 8640 for educational programming; and
3. Channel 8641 for public programming.

D. Grantee shall not include any other programming on the Access Channels unless the City provides advance written consent. The Access Channels shall have video and audio

signal strength, signal quality, and functionality equivalent to the highest quality broadcast and commercial cable/satellite Channels carried by the Grantee on its Cable System.

E. The Grantee shall not charge Subscribers or the City for use of the Access Channels, or any equipment, facilities or services provided by Grantee for the provision of the Access Channels.

F. While the parties recognize that while the primary signals of local broadcast stations are simulcast in SD and HD formats, the Grantee's obligation with respect to carriage of PEG in HD and SD formats shall be as follows:

1. Grantee agrees to carry any all Access Channels in HD provided the entity originating the PEG signal provides the Grantee an HD signal. Further, Grantee will downconvert any such signal to an SD format so that Subscribers who choose not to subscribe to an HD package may receive said signal in an SD format; and

2. Grantee is not required to convert a signal delivered in a lower quality format to a higher quality format.

3. All Access Channels must be receivable by Subscribers without special expense in addition to the expense paid to receive commercial services the Subscriber receives. City acknowledges that HD programming may require the viewer to have special viewer equipment (such as an HD television and an HD-capable digital device/receiver), but any Subscriber who can view an HD signal delivered via the Cable System at a receiver shall also be able to view the HD Access Channels at that receiver, without additional charges or equipment. By agreeing to make Access Channels available in HD format, Grantee is not agreeing to provide free HD equipment to Subscribers or to modify its equipment or pricing policies in any manner. City acknowledges that not every Subscriber may be able to view HD PEG programming (for example, because they do not have an HD television in their home or have chosen not to take an HD-capable receiving device from Grantee or other equipment provider) on every television in the home.

4. The Grantee shall provide all Access Channels on the Basic Cable Service tier or the lowest cost tier of service throughout the life of the Franchise. Grantee shall at all times provide the Access Channels to any Person who subscribes to any level of Cable Service, and otherwise in accordance with federal and state law. The Grantee shall not charge for use of the Access Channels, equipment, facilities or services. Grantee agrees that Subscribers will not be required to obtain or pay for any additional equipment required solely to receive the Access Channels.

5. Grantee shall carry all components of the SD and HD PEG access signals provided by the City, and will also ensure the Access Channels have the following functionality, including but not limited to, closed captioning, multichannel television sound, Channel recording or DVR (Digital Video Recorder) capability, last Channel capability, active format description, and any captioning or text signals which are inserted by City or passed-through by City on its Access Channels and other elements associated with the PEG programming. Grantee shall not be required to carry an Access Channel in

a higher quality format than that of the signal delivered to Grantee, but Grantee shall distribute all Access Channels without degradation.

G. To the extent technically feasible, Grantee shall, upon request from the City, provide City with quarterly viewership numbers for each of the Access Channels carried on Grantee's Cable System.

H. Grantee shall include the Access Channels and programming information in any electronic/interactive program guide, program listings, search options, record and DVR options, navigation systems and search functions accessible through Grantee's Set Top Box and remote controls, or their successor technologies, provided to its Subscribers, including, but not limited to on-screen, print and on-line program guides which include Channel and program listings of any local broadcast Channels. Access Channels and Access Channel information shall be available to Subscribers on the electronic/interactive program guide, program listings, search options, and record and DVR options. Access Channels and Access Channel information shall be made available to Subscribers the same way broadcast and commercial/cable satellite Channels are provided on the Cable System. Grantee shall bear all capital, implementation and operating costs to include the basic programming information in the programming guides for the Access Channels. Grantee shall facilitate carriage of Access Channels program listings on its electronic/interactive programming guide, free of charge and at no cost to the City, provided that the City shall hold Grantee harmless should the City fail to provide correct or timely information to the electronic/interactive guide programmers. The City shall have the right to pay for more enhanced program information to be made available on the programming guides including the Channel name (could be one (1), two (2) or all three (3) Access Channels, as the City determines in its sole discretion) and logo/icon, program titles scheduled in thirty (30) minute time blocks, program descriptions, information needed for search and record features, and any other information similarly provided for other broadcast Channels and commercial cable/satellite Channels. Grantee shall, to the maximum extent possible, make available to the City any price discounts Grantee may have in place with third party vendors that offer such programming guide services.

I. In the event the Grantee changes the Access Channel designations (numbers), the Grantee shall, to the extent possible, provide sixty (60) days prior written notice of such change(s) to the City. In addition, the Grantee shall provide reasonable notice of such change(s) to Subscribers via, for example, bill stuffers or a Channel crawl.

J. Grantee shall provide at least one (1) specially designated Access Channel available for lease on a first come, nondiscriminatory basis by commercial and noncommercial users. This section is not applicable to Subscribers receiving only alarm system services or only data transmission services for computer operated functions. To the extent required by state law, the VHF spectrum shall be used for at least one (1) of the specially designated noncommercial public Access Channels required.

K. During the life of this Franchise should the incumbent cable provider add an additional Access Channel beyond the three (3) Access Channels required by the incumbent cable provider, Grantee shall then have six (6) months in which to provide an additional Access Channel for the same purpose and at no additional cost to the Subscribers or to the City. At no

time during the life of this Franchise shall the Grantee be required to provide a greater number of Access Channels than the incumbent cable provider.

L. City shall, at times throughout the life of this Franchise, maintain in place rules governing the use of Access Channels on the System and make the Access Channels and programming equipment available for public, educational, and governmental access (“PEG Access”) programming, as City deems appropriate.

7.2 **Funding for PEG Access.**

A. The PEG Fee, payable quarterly to the City, shall be forty cents (\$.40) per Subscriber, per month commencing on the effective date of this Franchise. In no event shall the PEG Fee be assessed in an amount different from that imposed upon the incumbent cable provider. In the event the incumbent cable provider agrees to a higher or lower PEG Fee, Grantee will increase or decrease its PEG fee upon sixty (60) days written notice from the City. The PEG Fee may be used for operational or capital support of PEG programming as determined in the City’s discretion. The PEG Fee may be included as a line item on the Subscribers monthly billing statement to the extent permitted by applicable law.

B. Grantee agrees that financial support for PEG arising from or relating to the obligations set forth in this section shall in no way modify or otherwise affect Grantee's obligations to pay Franchise Fees to the City. Grantee agrees that although the sum of Franchise Fees plus the payments set forth in this section may total more than five percent (5%) of Grantee's Gross Revenues in any twelve (12) month period, the additional commitments shall not be offset or otherwise credited in any way against any Franchise Fee payments under this Franchise.

7.3 **Regional Channel Six.**

Standard VHF Channel six (6) shall be designated for usage as a regional Channel, currently known as Metro Cable Network, and shall be made available to Subscribers without charge except for the applicable Basic Cable Service fee. This provision shall remain in effect as long as a regional Channel is required by state law.

7.4 **Live Cablecast Origination Points.**

A. Grantee shall ensure that its System is constructed and configured to permit the City or its designee to insert live programming, replay recorded programming, and transmit character generated programming from the following locations:

1. the New City Hall, 485 Gorman Street, with construction of the connection by Grantee to be completed when construction of the New City Hall is complete – the City shall establish the completion date of construction which shall be completed by Grantee no less than sixty (60) days following notice from the City;

2. the High School, 100 17th Avenue West, with construction of the connection by Grantee to be completed no less than sixty (60) days following notice from the City (such date shall be no sooner than January 1, 2017) and

3. the Central Family Center, 505 Holmes Street, with construction of the connection by Grantee to be completed within one hundred twenty (120) days of the effective date of this Franchise.

The City may designate an alternative site(s) to replace one or more of the existing sites listed above from which live programming, replay programming or transmit character generated programming may be inserted; provided, however, that the City shall be solely responsible for, and shall reimburse the Grantee for, any and all costs (including, but not limited to, time and materials, reasonable overhead costs, permitting fees, additional pole attachment fees, etc.) incurred by the Grantee in providing this service to such alternative site(s). The Grantee may require payment in advance (subject to a true-up upon completion of the work). Following receipt of the payment the Grantee shall commence any necessary work and the alternative site shall be made available to the City within a reasonable period of time (taking in accounts such factors as the amount of or nature of the work to be done, weather conditions, permitting, delays, utility make-ready, etc.). The Grantee shall have no obligation to provide more than three (3) live origination sites at any one time. Any written notice from the City designating an alternative live origination site shall also designate the origination site being replaced. Upon activation of the newly designated origination point the Grantee shall have no further responsibility for the origination site being replaced.

B. Upon activation of service to the New City Hall as specified in Section 7.4 A herein, Grantee shall provide, free of charge and at no cost to the City, a discrete, non-public, video interconnect network, from an agreed upon demarcation point at the City's master control facility at the New City Hall, to Grantee's headend. The video interconnect network shall provide not less than fifty (50) Mbps of allocated bandwidth, allowing participating PEG entities (including the City) that have agreed with Grantee to share (send and receive) live and recorded programming for playback on their respective systems. Where available the Grantee shall provide the video interconnect network and the network equipment necessary, for the high-priority transport of live multicast HD/SD video streams as well as lower-priority file-sharing. Grantee shall provide a minimum of fifty (50) Mbps bandwidth for each participating PEG entity to send its original programming, receive at least two (2) additional multicast HD/SD streams from any other participating PEG entity, and allow the transfer of files. Each participating PEG entity is responsible for encoding its own SD/HD content in suitable bit rates to be transported by the video interconnect network without exceeding the fifty (50) Mbps of allocated bandwidth.

C. Grantee shall provide a 24 x 7 toll-free response phone number for technical support staff who are trained to effectively respond to and resolve interconnection related issues, who will respond to urgent tech-support requests within fifteen (15) minutes and non-urgent technical support requests within three (3) hours, depending upon the response time needed. City technical staff will determine what requests are urgent or non-urgent. City agrees to use best efforts to verify that the issue is not on the City's side of the Demarcation Point before a call is made to Grantee.

SEC. 8. PERIODIC CUSTOMER SURVEYS.

A. The Grantee shall, upon request of the City and at times mutually agreed upon by the parties, but no more frequent than once every three (3) years, conduct a random survey of a representative sample of Subscribers. Each questionnaire shall be prepared and conducted in

good faith so as to provide a reasonably reliable measure of customer satisfaction with: (1) audio and signal quality; (2) response to customer complaints; (3) billing practices; (4) programming; and (5) installation practices.

B. The survey shall be conducted in conformity with standard research procedures conducted by an independent Person in the business of regularly conducting such surveys. The survey shall consist of a sample size sufficient to yield a margin of error of plus or minus six percent (6%) or less of the total customer base.

C. The Grantee shall report the results of the survey and any steps the Grantee may be taking in response to the survey within sixty (60) days of the completion of the survey.

D. Notwithstanding anything to the contrary, the Grantee shall be under no obligation to conduct a survey at any time unless the same obligation is required of all other franchised cable operators providing Cable Services to the City.

E. Grantee acknowledges that the City shall at all times comply with the Minnesota Data Practices Act (“MDPA”) related to the release of information and nothing herein shall be read to modify the City’s obligations under the MDPA.

SEC. 9. LINE EXTENSION POLICY.

A. Grantee shall not have a line extension obligation until the first date by which Grantee is providing Cable Service to more than fifty percent (50%) of all subscribers receiving facilities based Cable Service from both the Grantee and any other provider(s) of Cable Service within the City. At that time, the City, in its reasonable discretion and after meeting with Grantee, shall determine the timeframe to complete deployment to the remaining households in the City, including a density requirement that is the same or similar to the requirement of the incumbent cable provider.

B. The City recognizes that in some instances the Grantee may need the permission of private property owners to provide Service. If the Grantee is unable to obtain such permission on reasonable terms, the Grantee shall be under no obligation to provide Service.

SEC. 10. GENERAL FINANCIAL AND INSURANCE PROVISIONS.

10.1 Payment to City.

A. Grantee shall pay to the City a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues. At no time during the term of this Franchise shall the Grantee be required to pay a Franchise Fee that is a greater percentage of Gross Revenues than that paid by any other franchised cable operator providing Cable Service to the City.

B. The foregoing payment shall be compensation for use of the Rights-of-Way.

C. Payments due the City under this provision shall be computed at the end of each calendar quarter. Payments shall be due and payable for each quarter not later than sixty (60) days from the last day of the quarter. Each payment shall be accompanied by a brief report showing the basis for the computation.

D. In addition to Cable Service, the Grantee (either by itself or through one or more affiliates) may provide information and telecommunications services. For purposes of calculating the Franchise Fee when the Grantee packages or “bundles” Cable Services with other services not subject to Franchise Fees, the Grantee shall allocate revenues and compute the Franchise Fee due pursuant to this Franchise in accordance with EITF 00-21 or such subsequently issued generally accepted accounting principles (“GAAP”) which amend or supercede EITF 00-21, or as otherwise required by applicable law. In the event EITF 00-21 is amended or superceded, the Grantee will notify the City of such change in its Franchise Fee report required by Section 10.1 C.

E. No acceptance of any Franchise Fee payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the City may have for further or additional sums payable under the provisions of this Franchise. All amounts paid shall be subject to audit and recomputation by the City. For purposes of conducting such an audit, the City or its agents may inspect Grantee’s books or records relating to calculation of Gross Revenues and Franchise Fees upon ten (10) days written notice.

F. In the event any payment is not made on the due date, interest on the amount due shall accrue from such date at the annual rate of twelve percent (12%).

10.2 **Bonds.**

A. Within thirty (30) days of the commencement of this Franchise, Grantee shall maintain with City a performance bond in the sum of Fifty Thousand and 00/100 Dollars (\$50,000) in such form conditioned upon the faithful performance by Grantee of this Franchise.

B. The rights reserved by City with respect to the bond are in addition to all other rights the City may have under this Franchise or any other law.

C. City may, in its sole discretion, reduce the amount of the bond.

10.3 **Security Fund.**

A. In the event the Grantee is given notice of a material non-compliance with this Franchise pursuant to Section 10.3 F of this Franchise, upon reasonable request from City, the Grantee shall within ten (10) days thereof deposit into a bank account, established by the City, and maintain on deposit the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) or deliver to the City a letter of credit in such amount which shall be a security fund for the faithful performance by it of all the material provisions of this Franchise which are subject of such notice. Interest on this deposit shall be paid to Grantee by the bank on an annual basis. Grantee will be provided, at a minimum, due process and opportunity to cure as set forth herein or as otherwise provided in applicable law. The security may be terminated by the Grantee upon the resolution of the alleged non-compliance. The obligation to establish the security fund required by this paragraph is unconditional. The fund must be established whenever Grantee is given the notice required, even if Grantee disputes the allegation that it is not in compliance.

B. Provision shall be made to permit the City to withdraw funds from the security fund. Grantee shall not use the security fund for other purposes and shall not assign, pledge or otherwise use this security fund as security for any purpose.

C. Within ten (10) days after notice to it that any amount has been withdrawn by the City from the security fund pursuant to (A) of this section, Grantee shall deposit a sum of money sufficient to restore such security fund to the required amount.

D. 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 which are the subject of the notice set forth in Section 10.3 C, City in its sole discretion may charge to and collect from the security fund One Hundred and 00/100 Dollars (\$100) per day for each day, or part thereof, for non-compliance with any material provision of this Franchise.

E. If Grantee fails to pay to the City any generally applicable taxes due and unpaid; or fails to repay to the City, any damages, costs or expenses which the City shall be compelled to pay by reason of any act or default of the Grantee in connection with this Franchise; or fails, after thirty (30) days' notice of such failure by the City, to comply with any material provision of the Franchise which the City reasonably determines can be remedied by an expenditure of the security, the City may then withdraw such funds from the security fund. Payments are not Franchise Fees as defined in Section 10.1 of the Franchise.

F. Whenever the City has reason to believe that Grantee has allegedly violated one or more material terms, conditions or provisions of this Franchise for which an enforcement action is to be considered, 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 before the City may require Grantee to make payment of penalties, and further to enforce payment of penalties through the security fund.

G. Grantee may, within ten (10) 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. The City shall hear Grantee's dispute at the next regularly scheduled or specially scheduled Council meeting or at another time mutually agreed upon by the parties. Grantee shall be entitled to the right to require the production of evidence and to question witnesses. The City shall determine if Grantee has committed a violation and shall make written findings of fact relative to its determination.

H. 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 require payment of all penalties due it or the Grantee may appeal such decision to a court of competent jurisdiction.

I. The time for Grantee to correct any alleged violation shall 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.

J. If City draws upon the security fund delivered pursuant hereto, in whole or in part, Grantee shall replace the same within three (3) days and shall deliver to City a like replacement security fund for the full amount stated in Paragraph A of this section as a substitution of the previous security fund.

K. If any security fund is not so replaced, City may draw on said security fund for the whole amount thereof and hold the proceeds, without interest, and use the proceeds to pay costs incurred by City in performing and paying for any or all of the obligations, duties and responsibilities of Grantee under this Franchise that are not performed or paid for by Grantee pursuant hereto, including attorneys' fees incurred by the City in so performing and paying. The failure to so replace any security fund may also, at the option of City, be deemed a default by Grantee under this Franchise. The drawing on the security fund by City, and use of the money so obtained for payment or performance of the obligations, duties and responsibilities of Grantee which are in default, shall not be a waiver or release of such default.

L. The collection by City of any damages, monies or penalties from the security fund shall not affect any other right or remedy available to City, nor shall any act, or failure to act, by City pursuant to the security fund, be deemed a waiver of any right of City pursuant to this Franchise or otherwise.

M. No penalty or sanction of any kind, including revocation or termination, may be imposed when the action or omission is due to acts of God or reasons beyond the control of the Grantee.

SEC. 11. RATES.

Current Subscriber rates and the standard form of Subscriber contracts shall be available for inspection at all times. The City reserves the right to regulate rates to the extent allowed by applicable law.

SEC. 12. COMPETITION ADJUSTMENT.

12.1 Additional Franchises.

This Franchise is nonexclusive. Unless permitted by applicable law, the City shall not grant a Franchise to another Grantee to operate a Cable System on terms and conditions which are less burdensome or more favorable than the terms and conditions of this Franchise.

12.2 Competition.

If another wireline Multichannel Video Programming Distributor operates in the City's Rights-of-Way without City authorization, either in the form of a Franchise or other legally required authorization, and the City has clear and express authority under applicable laws to mandate a Franchise or other legally required authorization on that wireline Multichannel Video Programming Distributor but fails to do so, then Grantee shall not be required to comply with

those terms of this Franchise which are not also imposed upon the other wireline Multichannel Video Programming Distributor.

SEC. 13. REPAIRS AND MAINTENANCE/CONSUMER PROTECTION.

13.1 Consumer Complaints.

Any Person may file complaints regarding quality of service, equipment malfunction, billing disputes, or other matters pertaining to the Cable System by contacting the Grantee during normal business hours.

13.2 Local Office.

During the term of the Franchise the Grantee shall comply with either A or B below:

A. Grantee shall maintain a customer payment center in the City, or within twelve (12) miles of the City's northern border, which shall permit Subscribers to pay their bills and receive information on the Grantee and its services.

B. Grantee shall maintain convenient local Subscriber service and bill payment locations for the purpose of receiving Subscriber payments or equipment returns. Unless otherwise requested by the Subscriber, Grantee shall deliver replacement equipment directly to the Subscriber at no cost to the Subscriber. The Grantee shall maintain a business office or offices for the purpose of receiving and resolving all complaints regarding the quality of service, equipment malfunctions, billings disputes and similar matters. The office must be reachable by a local, toll-free telephone call, and Grantee shall provide the City with the name, address and telephone number of an office that will act as the Grantee's agent to receive complaints, regarding quality of service, equipment malfunctions, billings, and similar matters. At a minimum Grantee shall also provide the following:

1. Subscribers can remit payments at multiple third party commercial locations within the City (such as grocery stores or the Western Union).
2. Grantee will provide a service technician to any Qualified Living Unit in the City, free of charge to the Subscriber, where necessary to replace or troubleshoot equipment issues.
3. Subscribers shall be able to return and receive equipment, free of charge, via national overnight courier service (such as Fed Ex or UPS) if a service technician is not required to visit the Subscriber's Qualified Living Unit.
4. In the event Grantee provides Cable Service to a minimum of thirty percent (30%) of the total number of Cable Service Subscribers in the City served by cable operators franchised by the City, the Grantee shall then be required to also comply with the requirements of Section 13.2 A above.

13.3 **Repairs and Maintenance.**

Grantee shall maintain a publicly listed toll-free or local telephone line. Calls about Service problems during normal business hours will be handled by the Grantee's Customer Service Representatives (CSRs). When possible, problems will be resolved over the phone. Subscribers may be charged for onsite service calls.

13.4 **Customer Service Standards.**

Grantee shall, at all times, comply with the rules regarding customer service set forth herein as Exhibit C. The City reserves and does not waive its rights, if any, to adopt additional or modified consumer protection requirements. Grantee reserves the right to challenge any additional or modified requirements including City's right to adopt such requirements.

SEC. 14. SUBSCRIBER PRIVACY.

The following provisions regarding Subscriber privacy shall govern unless otherwise governed under federal law:

A. No signals of a Class IV cable communications 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. The request for such permission must be contained in a separate document with a prominent statement that the Subscriber is authorizing the permission in full knowledge of its provisions. The written permission must be for a limited period of time not to exceed one (1) year which is renewable at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such authorization. The authorization is revocable at any time by the Subscriber without penalty of any kind.

B. No information or data obtained by monitoring transmission of a signal from a Subscriber terminal, including but not limited to all lists of the names and addresses of the Subscribers or any lists that identify the viewing habits of Subscribers may be sold or otherwise made available to any Person other than to Grantee and its employees for internal business use, or to the Subscriber who is the subject of that information, unless Grantee has received specific written authorization from the Subscriber to make such data available.

C. Written permission from the Subscriber must not be required for the systems conducting systemwide or individually addressed electronic sweeps for the purpose of verifying Cable System integrity or monitoring for the purpose of billing. Confidentiality of this information is subject to paragraph B above.

D. For the purposes of this provision, a Class IV cable communications channel means a signaling path provided by the Cable System to transmit signals of any type from a Subscriber terminal to another point in the Cable System.

SEC. 15. INDEMNIFICATION AND LIABILITY INSURANCE.

A. The Grantee shall indemnify and hold harmless the City, the City Council and all City employees and commissions, from any suit, claim or demand whatsoever which may be asserted or recovered against it based upon or arising out of the exercise of this Franchise or

Grantee's construction, maintenance, or operation of the System or any part thereof provided that such suit, claim, or demand is not based upon the City's own intentional or negligent conduct. The City agrees to notify Grantee, in writing and within forty-eight (48) hours, (unless notification within forty-eight (48) hours would be unreasonable due to extraordinary circumstances), of any claim or suit against the City for which Grantee may be required to indemnify the City. In the event Grantee is required to defend the City in connection with this section, the City agrees to tender control of its defense counsel. The City agrees to cooperate in its own defense. Nothing herein waives or restricts any limitation on City's liability pursuant to Minnesota Statutes 466.

B. Grantee shall contemporaneously with this Franchise execute an Indemnity Agreement in a form acceptable to the City attached hereto as Exhibit D, which shall indemnify, defend and hold the City harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses arising out of the actions of the City in granting this Franchise. This obligation includes any claims by another franchised cable operator against the City that the terms and conditions of this Franchise are less burdensome than another franchise granted by the City or that this Franchise does not satisfy the requirements of applicable federal, state, or local laws.

C. Liability insurance.

1. Grantee shall maintain throughout the term of this Franchise public liability, property damage and liability insurance policies naming the City, the City Council and all City employees and commissions, as named additional insureds.

\$1,000,000.00 for property damage to any one Person
\$1,000,000.00 for property damage in any one occurrence,
\$1,000,000.00 for bodily injury to any one Person,
\$1,000,000.00 for bodily injury in any one occurrence,

2. The insurance shall be obtained from a company licensed to do business in Minnesota. The Grantee shall provide a certificate of coverage to the City. The policy shall either state that the City shall be notified in writing by the insurer thirty (30) days in advance of any cancellation or termination of any such policy or, in the alternative, Grantee shall provide immediate written notice to City whenever a cancellation or termination notice is received by Grantee and Grantee shall thereafter undertake immediate steps to secure a replacement policy which meets the obligations set forth herein.

SEC. 16. ADMINISTRATION.

The Shakopee City Administrator or their designee is responsible for the continuing administration of the Franchise.

SEC. 17. REDRESS.

In the event the Grantee fails to perform and carry out any material provision of this Franchise, attempts to evade the provisions of the Franchise, or practices fraud or deceit upon the City (collectively, a "Breach") the City may enforce or terminate the Franchise. The City shall give

Grantee written notice of the specific provision(s) violated or that Grantee has failed to perform. After written notice has been given to the Grantee, the Grantee shall have thirty (30) days' time in which to remedy any failure. If the Grantee has not cured any failure upon the expiration of the thirty (30) day period, the City may take such steps as it deems necessary to enforce the Franchise; provided, however, that before the Franchise may be terminated, the Grantee shall be provided with an opportunity to be heard before the City Council to contest the City's determination.

SEC. 18. TRANSFER OR ASSIGNMENT.

A. "Fundamental corporate change" means the sale or transfer of a majority of a corporation's assets; merger, including parent and its subsidiary corporation; consolidation; or creation of a subsidiary corporation.

B. A sale or transfer of this Franchise, including a sale or transfer by means of a fundamental corporate change, or a mortgage, lease, or assignment of the Franchise, requires the prior written consent of the City by resolution of the Council in accordance with all terms and conditions set forth in said resolution, which consent shall not be unreasonably withheld. This provision shall not prohibit the use of the System as collateral for loans.

C. Notwithstanding the foregoing, for purposes of permitting internal corporate restructuring or consolidation, the City hereby consents to any sale or transfer of this Franchise to any Person controlling, controlled by or under common control with the Grantee. For purposes of this paragraph, the word "control" means the authority to make or exercise decisions regarding the day-to-day operation of the business (i.e. decisions regarding programming, rates, customer service, etc.).

SEC. 19. RIGHT TO PURCHASE.

A. If the System is offered for sale, the City shall have the non-exclusive right to purchase the System under the following conditions:

1. Grantee shall immediately notify the City in writing in the event it receives an offer from a third party to purchase the System. Within thirty (30) days after the City receives such notice, the City shall notify Grantee whether the City intends to purchase the System.

2. If the City elects to purchase the System, the price, terms and conditions of the City's purchase shall be the same as those set forth in the offer. If the City fails to offer to purchase the System on terms and conditions which match or exceed those of the offer within thirty (30) days after the City receives notification of the bona fide offer, then Grantee is free to sell the System.

3. The City's rights pursuant to this section are not triggered by the sale or transfer of stock that creates a new controlling interest in the Grantee and are not triggered by any fundamental corporate change in the Grantee.

SEC. 20. FORCE MAJEURE.

The Grantee shall not be deemed in default of provisions of this Franchise where performance was rendered impossible by war or riots, labor strikes or civil disturbances, floods, or other causes beyond the Grantee's control, and the Franchise shall not be revoked or the Grantee penalized for such noncompliance, provided that the Grantee, when possible, takes immediate and diligent steps to bring itself back into compliance and to comply as soon as possible, under the circumstances, with the Franchise without unduly endangering the health, safety and integrity of the Grantee's employees or property, or the health, safety and integrity of the public, the Rights-of-Way, public property or private property. 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 set forth in this paragraph, 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, provided Grantee has notified City in writing within ten (10) days of the City's notice of an alleged violation.

SEC. 21. ACCEPTANCE SECTION.

A. Grantee shall execute this Franchise within thirty (30) days of adoption by City. Such execution by Grantee shall be deemed its acceptance of this Franchise for all purposes. Two (2) copies of the executed Franchise shall be returned to the City. Grantee shall also provide City with performance bonds and evidence of insurance, all as provided in this Franchise. The City's "Notice of Intent to Consider an Application for a Franchise" ("Notice") provided, consistent with Minn. Stat. 238.081 subd. 8, that applicants would be required to reimburse the City for all necessary costs of processing a cable communications franchise. Grantee submitted an application fee with its application to the City. The Notice further provided that any unused portion of the application fee would be returned and any additional fees required to process the application and franchise, beyond the application fee, would be assessed to the successful applicant. The Grantee shall therefore submit to the City within thirty (30) days of receipt of notice from the City, a check made payable to the City of Shakopee, Minnesota for all additional fees and costs incurred by the City. The City shall provide Grantee with a letter specifying such additional costs following approval of this Franchise by the City Council. In the event Grantee fails to accept this Franchise, or fails to provide the required documents and payments, this Franchise shall be null and void.

B. Upon acceptance of this Franchise, Grantee shall be bound by all the terms and conditions contained in this Ordinance.

C. At the time of acceptance, Grantee shall provide a copy of its Channel line-up which shall be attached hereto as Exhibit E.

D. The effective date of this Franchise shall be the date set forth below.

SEC. 22. MISCELLANEOUS

A. 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.

B. Upon request, the Grantee shall:

1. allow the City, where necessary for the enforcement of this Franchise or to evaluate Grantee's compliance with this Franchise, to inspect its books and records related to operation of the System including communications or filings with regulatory authorities;

2. furnish to City such additional reasonable reports and within the Grantee's technical capability with respect to Grantee's compliance with this Franchise.

C. Both the City and Grantee expressly reserve any and all rights that either may now have or be hereafter granted under applicable state and federal law. Nothing in this Franchise shall be deemed to be or construed as a waiver, right, release or surrender of any right by the City or the Grantee.

SEC. 23. SUMMARY

The City Council herein determines that the text of the summary ordinance marked "Official Summary of Ordinance _____," a copy of which is attached hereto, clearly informs the public of the intent and effect of the ordinance. The Council further determines that publication of the title and such summary will clearly inform the public of the intent and effect of the ordinance.

SEC. 24. POSTING AND FILING

A copy of this ordinance is filed in the office of the City Clerk and a copy is provided to the Shakopee Public Library for posting and filing, at which locations a copy is available for inspection by any Person during regular business hours.

SEC. 25. TITLE

The City Clerk shall publish the title of this ordinance and the official summary in the official newspaper 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.

SEC. 26. EFFECTIVE DATE

This ordinance becomes effective from and after its passage and publication.

Adopted in adj. reg. session of the City Council of the City of Shakopee, Minnesota held this 3rd day of August, 2016.

CITY OF SHAKOPEE, MINNESOTA

ATTEST:

Mayor

City Clerk

IN WITNESS WHEREOF, Grantee has executed this Franchise the date and year first above written.

QWEST BROADBAND SERVICES, INC.,
D/B/A CENTURYLINK

(Corporate Seal)

By _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me on _____, 2016, by _____ the _____ of Qwest Broadband Services, Inc. d/b/a CenturyLink, on behalf of the Company.

NOTARY PUBLIC

EXHIBIT A

QUARTERLY MEETING REPORT

Year	Quarterly Meeting Date	Total Living Units (LUs) in the City	Total Qualified Living Units (QLU)	% of LUs Qualified	Total QLUs Served	% of QLUs Served	In Excess of 27.5% Y or N	Additional 15% Required	% of LUs Required to be Served within 24 months
Franchise Effective Date									
1st Quarter									
2nd Quarter									
3rd Quarter									
4th Quarter									

EXHIBIT B

CABLE SERVICE TO PUBLIC BUILDINGS

- Shakopee Jr. High School West, 200 10th Avenue East
- Shakopee Jr. High School East, 1137 Marschall Road
- Pearson Elementary School, 917 Dakota Street South
- Sweeney, 1001 Adams Street South
- Sun Path, 2250 17th Avenue East
- Eagle Creek, 6855 Woodward Avenue
- Red Oak, 7700 Old Carriage Court
- Shakopee School District Office, 1200 Shakopee Town Square
- Shakopee School District Alternative Learning Center, 1110 Shakopee Town Square Mall
- Shakopee Public Library, 235 Lewis Street South
- Shakopee Fire Station #1, 1001 Vierling Drive West*
- Shakopee Fire Station #2, 2700 Vierling Drive East
- Shakopee Police Station, 475 Gorman Street*
- Shakopee Public Works, 400 Gorman Street
- Shakopee Public Utilities Commission Headquarters, 255 Sarazin Street
- Shakopee Community Center, 1255 Fuller Street
- Central Family Center, 505 Holmes Street

Note: Complimentary Cable Services shall be provided to the New City Hall and the High School in accordance with the requirements of Section 6.2 A of the Franchise.

EXHIBIT C

FCC CUSTOMER SERVICE STANDARDS

(1) Cable system office hours and telephone availability --

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its Subscribers twenty-four (24) hours a day, seven (7) days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are defined in Section 1.8 of the Franchise.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than twenty-four (24) hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(ii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable Subscribers --

(i) Refunds -- Refund checks will be issued promptly, but no later than either --

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(ii) Credits -- Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions --

(i) *Normal business hours* -- The term "normal business hours" means those hours during which most similar businesses in the community 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.

(ii) *Normal operating conditions* -- The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are *not* within the control of the cable operator 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 cable operator 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.

(iii) *Service interruption* -- The term "service interruption" means the loss of picture or sound on one or more cable channels.

EXHIBIT D

INDEMNITY AGREEMENT

INDEMNITY AGREEMENT made this 3rd day of August, 2016, by and between Qwest Broadband Services, Inc., a Delaware Corporation, party of the first part, hereinafter called "CenturyLink," and the City of Shakopee, a Minnesota Municipal Corporation, party of the second part, hereinafter called "City."

WITNESSETH:

WHEREAS, the City of Shakopee has awarded to Qwest Broadband Services, Inc. a franchise for the operation of a cable communications system in the City of Shakopee; and

WHEREAS, the City has required, as a condition of its award of a cable communications franchise, that it be indemnified with respect to all claims and actions arising from the award of said franchise,

NOW THEREFORE, in consideration of the foregoing promises and the mutual promises contained in this agreement and in consideration of entering into a cable television franchise agreement and other good and valuable consideration, receipt of which is hereby acknowledged, CenturyLink hereby agrees, at its sole cost and expense, to fully indemnify, defend and hold harmless the City, its officers, boards, commissions, employees and agents against any and all claims, suits, actions, liabilities and judgments for damages, cost or expense (including, but not limited to, court and appeal costs and reasonable attorneys' fees and disbursements assumed or incurred by the City in connection therewith) arising out of the actions of the City in granting a franchise to CenturyLink. This includes any claims by another franchised cable operator against the City that the terms and conditions of the CenturyLink franchise are less burdensome than another franchise granted by the City or that the CenturyLink Franchise does not satisfy the requirements of applicable federal, state, or local law(s). The indemnification provided for herein shall not extend or apply to any acts of the City constituting a violation or breach by the City of the contractual provisions of the franchise ordinance, unless such acts are the result of a change in applicable law, the order of a court or administrative agency, or are caused by the acts of CenturyLink.

The City shall give CenturyLink reasonable notice of the making of any claim or the commencement of any action, suit or other proceeding covered by this agreement. The City shall cooperate with CenturyLink in the defense of any such action, suit or other proceeding at the request of CenturyLink. The City may participate in the defense of a claim, but if CenturyLink provides a defense at CenturyLink's expense then CenturyLink shall not be liable for any attorneys' fees, expenses or other costs that the City may incur if it chooses to participate in the defense of a claim, unless and until separate representation is required. If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest, in accordance with the Minnesota Rules of Professional Conduct, between the City and the counsel selected by CenturyLink to represent the City, CenturyLink shall pay, from the date such separate representation is required forward, all reasonable expenses incurred by the City in defending itself with regard to any action, suit or proceeding indemnified by CenturyLink. Provided, however, that in the event that such separate representation is or becomes necessary,

and the City desires to hire counsel or any other outside experts or consultants and desires CenturyLink to pay those expenses, then the City shall be required to obtain CenturyLink's consent to the engagement of such counsel, experts or consultants, such consent not to be unreasonably withheld. Notwithstanding the foregoing, the parties agree that the City may utilize at any time, at its own cost and expense, its own City Attorney or outside counsel with respect to any claim brought by another franchised cable operator as described in this agreement.

The provisions of this agreement shall not be construed to constitute an amendment of the cable communications franchise ordinance or any portion thereof, but shall be in addition to and independent of any other similar provisions contained in the cable communications franchise ordinance or any other agreement of the parties hereto. The provisions of this agreement shall not be dependent or conditioned upon the validity of the cable communications franchise ordinance or the validity of any of the procedures or agreements involved in the award or acceptance of the franchise, but shall be and remain a binding obligation of the parties hereto even if the cable communications franchise ordinance or the grant of the franchise is declared null and void in a legal or administrative proceeding.

It is the purpose of this agreement to provide maximum indemnification to the City under the terms set out herein and, in the event of a dispute as to the meaning of this Indemnity Agreement, it shall be construed, to the greatest extent permitted by law, to provide for the indemnification of the City by CenturyLink. This agreement shall be a binding obligation of and shall inure to the benefit of, the parties hereto and their successor's and assigns, if any.

QWEST BROADBAND SERVICES, INC.

Dated: _____, 2016

By: _____

Its: _____

STATE OF LOUISIANA)
) SS
)

The foregoing instrument was acknowledged before me this _____ day of _____ 2016, by _____, the _____ of Qwest Broadband Services, Inc., a Delaware Corporation, on behalf of the corporation.

Commission Expires _____

Notary Public

CITY OF _____

By: _____

Its: _____

EXHIBIT E

CHANNEL LINE-UP



Twin Cities Channel Lineup

Contact CenturyLink

Sales: 877-299-0172

Support: 866-314-4148

Prism® Essential

45	45 TV (KSTC)	1745	FS North Plus HD	5108	Music Choice Throwback Jams
1045	45 TV HD (KSTCDT)	745	FS North Plus	5125	Music Choice Toddler Tunes
1166	A&E HD	744	FS North	5139	Music Choice Tropicales
166	A&E	1128	FX HD	5126	Music Choice Y2K
5	ABC (KSTP)	128	FX	29	My Network TV (WFTC)
1005	ABC HD (KSTPDT)	1130	FX HD	1029	My Network TV HD (WFTCDT)
1114	AMC HD	130	FX	1265	National Geographic Channel HD
114	AMC	4003	Galavision HD	265	National Geographic Channel
8035	Anoka-Hennepin School District 11 Channel	3003	Galavision	11	NBC (KARE)
46	Antenna TV (KSTCDT2)	1369	Get It HD	1011	NBC HD (KAREDT)
310	Baby First TV	369	Get It	1640	NBC SN HD
1155	BET HD	32	Get TV (WUCWDT2)	640	NBC SN
155	BET	1117	Go 4 it HD	1192	NBC Universo HD
1222	Bloomberg HD	117	Go 4 it	192	NBC Universo
222	Bloomberg	1641	Golf Channel HD	1630	NFL Network HD
8216	Bloomington Community Access TV	641	Golf Channel	630	NFL Network
8215	Bloomington Educational Cable TV	33	Grit TV (WUCWDT3)	1638	NHL Network HD
24	Bloomington Mosaic	1175	Hallmark Channel HD	638	NHL Network
8218	Bloomington Schools 2	175	Hallmark Channel	1314	Nickelodeon HD
8219	Bloomington Schools 3	6	Heroes & Icons (KSTPDT2)	314	Nickelodeon
8514	Bloomington TV HD	1450	HGTV HD	8028	NMTV Blaine City Channel
8214	Bloomington TV	450	HGTV	8029	NMTV Centerville City Channel
327	Boomerang	1270	History HD	8030	NMTV Circle Pines City Channel
1181	Bravo HD	270	History	8031	NMTV Ham Lake City Channel
181	Bravo	1203	HLN HD	8032	NMTV Lexington City Channel
1650	BTN HD	203	HLN	8033	NMTV Lino Lakes City Channel
650	BTN	1422	Home Shopping Network HD	8037	NMTV North Metro TV 2 Channel
1651	BTN2 HD	19	Home Shopping Network	8026	NMTV North Metro TV Channel
651	BTN2	422	Home Shopping Network	8027	NMTV Public Access Channel
1652	BTN3 HD	1429	Hot Buy HD	8034	NMTV Spring Lake Park City Channel
652	BTN3	429	Hot Buy	16	North Metro Cable Commission
10	Buzzr (KMSPDT2)	1260	ID HD	636	Olympic Basketball
1230	C-SPAN HD	260	ID	635	Olympic Soccer
230	C-SPAN	41	ION (KPXM)	1367	Oxygen HD
1231	C-SPAN2 HD	1041	ION HD (KFXMDT)	367	Oxygen
231	C-SPAN2	43	ION Life (KFXMDT3)	106	Pay Per View Events HD
1325	Cartoon Network HD	1428	Jewelry Television HD	1101	Pay Per View Events HD
325	Cartoon Network	36	Jewelry Television	101	Pay Per View Events
4	CBS (WCCO)	428	Jewelry Television	9161	Premier League Extra Time 1 HD
1004	CBS HD (WCCODT)	1168	Justice Central HD	9151	Premier League Extra Time 1
411	CenturyLink Information	168	Justice Central	9162	Premier League Extra Time 2 HD
1411	CenturyLink Information	1360	Lifetime HD	9152	Premier League Extra Time 2
8517	City of Bloomington Government Info HD	360	Lifetime	9163	Premier League Extra Time 3 HD
8217	City of Bloomington Government Info	364	Lifetime Real Women	9153	Premier League Extra Time 3
20	City of Coon Rapids Mosaic	1362	LMN HD	9164	Premier League Extra Time 4 HD
8001	City of Minneapolis City Hall 14	362	LMN	9154	Premier League Extra Time 4
8002	City of Minneapolis City Hall 79	1214	Lucky HD	9165	Premier League Extra Time 5 HD
1525	CMT HD	214	Lucky	9155	Premier League Extra Time 5
525	CMT	5129	MC '70s	90	Prism Applications
1216	CNBC HD	5128	MC '80s	92	Prism Games
216	CNBC	5127	MC '90s	301	Prism Kids
1202	CNN HD	5132	MC Today's Country	201	Prism News
202	CNN	47	Me-TV (KSTCDT3)	601	Prism Sports
1140	Comedy Central HD	14	Minneapolis PEG Mosaic	42	Qubo (KFXMDT2)
140	Comedy Central	8003	Minneapolis Schools 15	1007	QVC HD
8546	CTN Community HD	8005	Minneapolis Schools 77 NASA	1420	QVC HD
8050	CTN Community Info	8007	Minnesota Television Network 16 Connect	7	QVC
8046	CTN Community	8008	Minnesota Television Network 17 Create	420	QVC
8051	CTN Community Plus	8009	Minnesota Television Network 75 Inspire	1421	QVC Plus HD
8547	CTN Government HD	1634	MLB Network HD	421	QVC Plus
8047	CTN Government	634	MLB Network	9200	RedZone Ordering Channel
8048	CTN Schedule	30	Movies! (WFTCDT3)	1799	Reelz Channel HD
8015	CTV Arden Hills	1215	MSNBC HD	799	Reelz Channel
8024	CTV Civic	215	MSNBC	1145	Spike TV HD
8010	CTV Community	1602	MTV HD	145	Spike TV
8016	CTV Falcon Heights	502	MTV	8036	Spring Lake Park School District 16 Channel
8017	CTV Lauderdale	5116	Music Choice Adult Alternative	1337	Sprout HD
8018	CTV Little Canada	5115	Music Choice Alternative	337	Sprout
8019	CTV Mounds View	5146	Music Choice Blues	1234	St Paul Government HD
8013	CTV Mounds View Public Schools	5134	Music Choice Classic Country	234	St Paul Government
8020	CTV New Brighton	5118	Music Choice Classic Rock	1151	Syfy HD
8021	CTV North Oaks	5149	Music Choice Classical Masterpieces	151	Syfy
15	CTV North Suburbs	5135	Music Choice Contemporary Christian	1560	TBN HD
8014	CTV Plus	5133	Music Choice Country Hits	560	TBN
8012	CTV Roseville Area Schools	5103	Music Choice Dance	1112	TBS HD
8022	CTV Roseville	5148	Music Choice Easy Listening	111	TBS
8011	CTV Sports	5111	Music Choice Gospel	23	The CW (WUCW)
8023	CTV St Anthony	5105	Music Choice Hip-Hop and R&B	1023	The CW HD (WUCWDT)
8	Decades (WCCODT2)	5107	Music Choice Hip-Hop Classics	1225	The Weather Channel HD
1120	Discovery Channel HD	5101	Music Choice Hit List	225	The Weather Channel
120	Discovery Channel	5104	Music Choice Indie	48	This TV (KSTCDT4)
1302	Disney Channel HD	5145	Music Choice Jazz	1250	TLC HD
302	Disney Channel	5124	Music Choice Kidz Only!	250	TLC
9999	DVR	5150	Music Choice Light Classical	1108	TNT HD
1134	E! HD	5120	Music Choice Love Songs	108	TNT
134	E!	5102	Music Choice Max	2	tpt 2 (PBS) (KTCAC)
603	ESPN Classic	5114	Music Choice Metal	1002	tpt 2 HD (PBS) (KTCADT)
1602	ESPN HD	5138	Music Choice Mexicana	17	tpt Life (KTCID3)
27	ESPN	5137	Music Choice Musica Urbana	1017	tpt Life HD (KTCIDT3)
602	ESPN	5122	Music Choice Party Favorites	3	tpt MN (KTCADT2)
1606	ESPN2 HD	5200	Music Choice Play HD	34	tpt Weather (KTCADT4)
28	ESPN2	5100	Music Choice Play	1254	Travel Channel HD
606	ESPN2	5131	Music Choice Pop & Country	254	Travel Channel
1424	EVINE Live HD	5121	Music Choice Pop Hits	1164	truTV HD
424	EVINE Live	5136	Music Choice Pop Latino	164	truTV
1562	EWTN HD	5109	Music Choice R&B Classics	1138	TV Land HD
562	EWTN	5110	Music Choice R&B Soul	138	TV Land
		5106	Music Choice Rap		

1452	Food Network HD	5112	Music Choice Reggae	4005	UniMas HD
452	Food Network	5117	Music Choice Rock Hits	3005	UniMas
9	FOX (KMSF)	5113	Music Choice Rock	4001	Univision HD
1009	FOX HD (KMSFDT)	5140	Music Choice Romances	3001	Univision
1210	FOX News Channel HD	5147	Music Choice Singers & Swing	1124	USA Network HD
210	FOX News Channel	5144	Music Choice Smooth Jazz	124	USA Network
1620	FOX Sports 1 HD	5119	Music Choice Soft Rock	1102	Velocity HD
620	FOX Sports 1	5130	Music Choice Solid Gold Oldies	1518	VH1 HD
1621	FOX Sports 2 HD	5141	Music Choice Sounds of the Seasons	518	VH1
621	FOX Sports 2	5143	Music Choice Soundscapes	1	Video On Demand
1178	Freeform HD	5142	Music Choice Stage & Screen	12	Weather Nation (KAREDT2)
178	Freeform	5123	Music Choice Teen Beats	1180	WGN HD
1744	FS North HD			180	WGN

Prism® Complete

Includes Prism™ Essential Plan channels.

1259	American Heroes Channel HD	1605	ESPNU HD	267	Nat Geo Wild
259	American Heroes Channel	605	ESPNU	315	Nick 2
1252	Animal Planet HD	1380	Esquire TV HD	1320	Nick Jr HD
252	Animal Planet	380	Esquire TV	320	Nick Jr
1144	AWE HD	1185	FM HD	1316	Nicktoons HD
144	AWE	185	FM	316	Nicktoons
1188	BBC America HD	1211	FOX Business Network HD	1208	One America News Network HD
188	BBC America	211	FOX Business Network	208	One America News Network
522	BET Soul	647	FOX College Sports Atlantic	1256	Oprah Winfrey Network HD
567	BYU TV	648	FOX College Sports Central	256	Oprah Winfrey Network
1643	CBS Sports HD	649	FOX College Sports Pacific	1680	Outdoor Channel HD
643	CBS Sports	1535	Fuse HD	680	Outdoor Channel
1515	Centric HD	535	Fuse	1531	Ovation HD
515	Centric	1792	FX Movie Channel HD	531	Ovation
1153	Chiller HD	792	FX Movie Channel	1258	SCIENCE HD
153	Chiller	1272	FYI HD	258	SCIENCE
161	Clo	272	FYI	1642	Sportsman Channel HD
527	CMT Music	1529	Great American Country HD	642	Sportsman Channel
1456	Cooking Channel HD	529	Great American Country	1322	Teen Nick HD
456	Cooking Channel	1173	GSN HD	322	Teen Nick
1465	Destination America HD	173	GSN	3007	Telemundo
465	Destination America	1793	Hallmark Movies & Mysteries HD	506	Tr3s
1335	Discovery Family HD	793	Hallmark Movies & Mysteries	1790	Turner Classic Movies HD
335	Discovery Family	1136	IFC HD	790	Turner Classic Movies
1466	Discovery Life HD	136	IFC	1157	TV One HD
466	Discovery Life	564	Inspiration Network	157	TV One
1396	Disney Junior HD	1194	ION HD	1104	Universal HD
396	Disney Junior	1183	Logo HD	520	VH1 Classic
1304	Disney XD HD	183	Logo	1274	Viceland HD
304	Disney XD	509	MTV Hits	274	Viceland
1454	DIY Network HD	510	MTV U	1372	WE tv HD
454	DIY Network	1504	MTV2 HD	372	WE tv
1604	ESPN News HD	504	MTV2		
604	ESPN News	1267	Nat Geo Wild HD		

Prism® Preferred

Includes Prism™ Complete Plan channels.

159	ASPRE	1492	Pivot HD	903	Starz (W)
1219	BBC World News HD	492	Pivot	908	Starz Cinema (E)
219	BBC World News	1787	PixL HD	909	Starz Cinema (W)
1540	Blue Highways TV HD	787	PixL	1908	Starz Cinema HD (E)
540	Blue Highways TV	1458	Recipe.TV HD	910	Starz Comedy (E)
1232	C-SPAN3 HD	458	Recipe.TV	911	Starz Comedy (W)
232	C-SPAN3	1916	Retroplex HD	1910	Starz Comedy HD (E)
1169	Cars.TV HD	916	Retroplex	904	Starz Edge (E)
169	Cars.TV	1538	Revolt HD	905	Starz Edge (W)
217	CNBC World	538	REVOLT	1904	Starz Edge HD
205	CNNi	1476	RFD TV HD	932	Starz Encore (E)
1142	Comedy.TV HD	476	RFD TV	933	Starz Encore (W)
142	Comedy.TV	474	RLTV	938	Starz Encore Action (E)
1163	Crime & Investigation HD	1607	SEC Network HD	939	Starz Encore Action (W)
163	Crime & Investigation	1608	SEC Network Overflow 1 HD	1938	Starz Encore Action HD (E)
1133	ES.TV HD	608	SEC Network Overflow 1	942	Starz Encore Black (E)
133	ES.TV	1609	SEC Network Overflow 2 HD	943	Starz Encore Black (W)
892	Flix On Demand	609	SEC Network Overflow 2	1942	Starz Encore Black HD (E)
1892	Flix On Demand	607	SEC Network	934	Starz Encore Classic (E)
890	Flix	1789	Shorts HD	935	Starz Encore Classic (W)
1206	Fusion TV HD	789	Shorts	1934	Starz Encore Classic HD (E)
206	Fusion TV	852	Showtime (E)	946	Starz Encore Espanol
656	Go!TV (English)	853	Showtime (W)	944	Starz Encore Family (E)
1656	Go!TV HD (English)	854	Showtime 2 (E)	945	Starz Encore Family (W)
672	HRTV	855	Showtime 2 (W)	1932	Starz Encore HD (E)
1914	Indieplex HD	1854	Showtime 2 HD (E)	1933	Starz Encore HD (W)
914	Indieplex	1855	Showtime 2 HD (W)	936	Starz Encore Suspense (E)
1590	Jewish Broadcasting Service HD	860	Showtime Beyond (E)	937	Starz Encore Suspense (W)
590	Jewish Broadcasting Service	861	Showtime Beyond (W)	1936	Starz Encore Suspense HD (E)
1147	MAVTV HD	1960	Showtime Beyond HD (E)	940	Starz Encore Westerns (E)
147	MAVTV	1961	Showtime Beyond HD (W)	941	Starz Encore Westerns (W)
1116	MGM HD	858	Showtime Extreme (E)	1902	Starz HD (E)
116	MGM	859	Showtime Extreme (W)	1903	Starz HD (W)
276	Military History	1858	Showtime Extreme HD (E)	906	Starz In Black (E)
1788	MOVIEPLEX HD	1859	Showtime Extreme HD (W)	907	Starz In Black (W)
788	MOVIEPLEX	862	Showtime Family (E)	1906	Starz In Black HD
1172	MyDestination.TV HD	863	Showtime Family (W)	912	Starz Kids and Family (E)
172	MyDestination.TV	1852	Showtime HD (E)	913	Starz Kids and Family (W)
1264	NASA TV HD	1853	Showtime HD (W)	1912	Starz Kids and Family HD
264	NASA TV	864	Showtime Next (E)	931	Starz On Demand
1209	Newsmax TV HD	865	Showtime Next (W)	1931	Starz On Demand
209	Newsmax TV	1864	Showtime Next HD (E)	1149	Sundance Channel HD
1678	Outside TV HD	1965	Showtime Next HD (W)	149	Sundance Channel
678	Outside TV	880	Showtime On Demand	575	The Word Network
1683	PAC 12 Arizona HD	1880	Showtime On Demand	882	TMC (E)
683	PAC 12 Arizona	856	Showtime Showcase (E)	883	TMC (W)
1684	PAC 12 Bay Area HD	857	Showtime Showcase (W)	1882	TMC HD (E)
684	PAC 12 Bay Area	1856	Showtime Showcase HD (E)	1883	TMC HD (W)
1685	PAC 12 Los Angeles HD	1857	Showtime Showcase HD (W)	888	TMC On Demand
685	PAC 12 Los Angeles	866	Showtime Women (E)	1888	TMC On Demand
1686	PAC 12 Mountain HD	867	Showtime Women (W)	884	TMC Xtra (E)

686 PAC 12 Mountain
 1687 PAC 12 Oregon HD
 687 PAC 12 Oregon
 1688 PAC 12 Washington HD
 688 PAC 12 Washington
 1682 PAC12 Network HD
 682 PAC12 Network
 1170 Pets.TV HD
 170 Pets.TV

1866 Showtime Women HD (E)
 1867 Showtime Women HD (W)
 118 Smithsonian Channel (E)
 119 Smithsonian Channel (W)
 1118 Smithsonian Channel HD (E)
 1119 Smithsonian Channel HD (W)
 1791 Sony Movie Channel HD
 791 Sony Movie Channel
 902 Starz (E)

885 TMC Xtra (W)
 1884 TMC Xtra HD (E)
 1885 TMC Xtra HD (W)
 670 TVG
 1559 UP HD
 559 UP
 1679 World Fishing Network HD
 679 World Fishing Network

Prism® Premium

Includes Prism™ Preferred Plan channels.

1840 5 Star Max HD
 840 5 Star Max
 836 ActionMAX (E)
 837 ActionMAX (W)
 1836 ActionMAX HD (E)
 1837 ActionMAX HD (W)
 832 Cinemax (E)
 833 Cinemax (W)
 1832 Cinemax HD (E)
 1833 Cinemax HD (W)
 1846 Cinemax HD
 850 Cinemax On Demand
 1850 Cinemax On Demand
 846 Cinemax
 802 HBO (E)
 803 HBO (W)
 804 HBO 2 (E)
 805 HBO 2 (W)
 810 HBO Comedy (E)

811 HBO Comedy (W)
 1810 HBO Comedy HD (E)
 1811 HBO Comedy HD (W)
 806 HBO Family (E)
 807 HBO Family (W)
 1806 HBO Family HD (E)
 1807 HBO Family HD (W)
 1802 HBO HD (E)
 1803 HBO HD (W)
 814 HBO Latino (E)
 815 HBO Latino (W)
 1814 HBO Latino HD (E)
 1815 HBO Latino HD (W)
 830 HBO On Demand
 1830 HBO On Demand
 808 HBO Signature (E)
 809 HBO Signature (W)
 1808 HBO Signature HD (E)
 1809 HBO Signature HD (W)

812 HBO Zone (E)
 813 HBO Zone (W)
 1812 HBO Zone HD (E)
 1813 HBO Zone HD (W)
 1804 HBO2 HD (E)
 1805 HBO2 HD (W)
 834 MoreMAX (E)
 835 MoreMAX (W)
 1834 MoreMax HD (E)
 1835 MoreMax HD (W)
 1842 MovieMax HD
 842 MovieMax
 1844 OuterMax HD
 844 OuterMax
 838 ThrillerMAX (E)
 839 ThrillerMAX (W)
 1838 ThrillerMax HD (E)
 1839 ThrillerMax HD (W)

Premium Packages Available as Add-ons:

Preferred and Premium plans include select Add-on Channels.

Cinemax Add-on Package

1840 5 Star Max HD
 840 5 Star Max
 836 ActionMAX (E)
 837 ActionMAX (W)
 1836 ActionMAX HD (E)
 1837 ActionMAX HD (W)
 832 Cinemax (E)
 833 Cinemax (W)
 1832 Cinemax HD (E)

1833 Cinemax HD (W)
 1846 Cinemax HD
 850 Cinemax On Demand
 1850 Cinemax On Demand
 846 Cinemax
 834 MoreMAX (E)
 835 MoreMAX (W)
 1834 MoreMax HD (E)
 1835 MoreMax HD (W)

1842 MovieMax HD
 842 MovieMax
 1844 OuterMax HD
 844 OuterMax
 838 ThrillerMAX (E)
 839 ThrillerMAX (W)
 1838 ThrillerMax HD (E)
 1839 ThrillerMax HD (W)

Paquete Latino Add-on Package

3146 Bandamax
 3053 Boomerang en Espanol
 3022 Cable Noticias
 3054 Cartoon Network en Espanol
 3044 Centroamerica TV
 3025 Cine Mexicano
 3127 Cine Sony
 3126 CineLatino
 3292 CNN en Espanol
 3128 De Pelicula
 3129 De Pelicula Clasico

3102 Discovery en Espanol
 3103 Discovery Familia
 3051 Disney en Espanol
 3052 Disney XD Espanol
 3302 ESPN Deportes
 3077 EWTN en Espanol
 3303 FOX Deportes
 3049 FOX Life
 3304 GoTV
 3104 History en Espanol
 3101 Nat Geo Mundo

3018 Pasiones
 3149 Ritmoson Latino
 3078 TBN Enlace
 3143 Telehit
 3017 TeleN
 3024 TV Chile
 3047 TV Dominica
 3056 Ultra Familia
 3013 WAPA America

International-AI-Carte Add-on Package

3882 Channel One Russia
 3603 China Central TV
 3604 CTI-Zhong Tian Channel
 3710 Eros Now
 3682 Filipino on Demand

3802 Rai Italia
 3704 SET Asia
 3706 STAR India PLUS
 3681 The Filipino Channel
 3703 TV Asia

3680 TV Japan
 3832 TV5 Monde
 3702 Zee TV

SPORTS_PLUS Add-on Package

613 ESPN Bases Loaded / Buzzer Beater / Goal Line
 1613 ESPN Bases Loaded / Buzzer Beater / Goal Line HD
 675 Fight Network
 1675 Fight Network HD
 676 FNTSY
 1676 FNTSY HD

654 FOX Soccer Plus
 1654 FOX Soccer Plus HD
 633 MLB Network Strike Zone
 1633 MLB Network Strike Zone HD
 629 NFL RedZone
 1629 NFL RedZone HD

646 One World Sports
 1646 One World Sports HD
 669 Ride TV
 1669 Ride TV HD
 702 YES Network
 1702 YES Network HD

Showtime Add-on Package

892 Flix On Demand
 1892 Flix On Demand
 890 Flix
 852 Showtime (E)
 853 Showtime (W)
 854 Showtime 2 (E)
 855 Showtime 2 (W)
 1854 Showtime 2 HD (E)
 1855 Showtime 2 HD (W)
 860 Showtime Beyond (E)
 861 Showtime Beyond (W)
 1860 Showtime Beyond HD (E)

1858 Showtime Extreme HD (E)
 1859 Showtime Extreme HD (W)
 862 Showtime Family (E)
 863 Showtime Family (W)
 1852 Showtime HD (E)
 1853 Showtime HD (W)
 864 Showtime Next (E)
 865 Showtime Next (W)
 1864 Showtime Next HD (E)
 1865 Showtime Next HD (W)
 880 Showtime On Demand
 1880 Showtime On Demand

1857 Showtime Showcase HD (W)
 866 Showtime Women (E)
 867 Showtime Women (W)
 1866 Showtime Woman HD (E)
 1867 Showtime Woman HD (W)
 882 TMC (E)
 883 TMC (W)
 1882 TMC HD (E)
 1883 TMC HD (W)
 888 TMC On Demand
 1888 TMC On Demand
 884 TMC Xtra (E)

1861 Showtime Beyond HD (W)
858 Showtime Extreme (E)
859 Showtime Extreme (W)

856 Showtime Showcase (E)
857 Showtime Showcase (W)
1856 Showtime Showcase HD (E)

885 TMC Xtra (W)
1884 TMC Xtra HD (E)
1885 TMC Xtra HD (W)

HBO Add-on Package

802 HBO (E)
803 HBO (W)
804 HBO 2 (E)
805 HBO 2 (W)
810 HBO Comedy (E)
811 HBO Comedy (W)
1810 HBO Comedy HD (E)
1811 HBO Comedy HD (W)
806 HBO Family (E)
807 HBO Family (W)

1806 HBO Family HD (E)
1807 HBO Family HD (W)
1802 HBO HD (E)
1803 HBO HD (W)
814 HBO Latino (E)
815 HBO Latino (W)
1814 HBO Latino HD (E)
1815 HBO Latino HD (W)
830 HBO On Demand
1830 HBO On Demand

808 HBO Signature (E)
809 HBO Signature (W)
1808 HBO Signature HD (E)
1809 HBO Signature HD (W)
812 HBO Zone (E)
813 HBO Zone (W)
1812 HBO Zone HD (E)
1813 HBO Zone HD (W)
1804 HBO2 HD (E)
1805 HBO2 HD (W)

Starz/Encore Add-on Package

1914 Indieplex HD
914 Indieplex
1788 MOVIEPLEX HD
788 MOVIEPLEX
1916 Retroplex HD
916 Retroplex
902 Starz (E)
903 Starz (W)
908 Starz Cinema (E)
909 Starz Cinema (W)
1908 Starz Cinema HD (E)
910 Starz Comedy (E)
911 Starz Comedy (W)
1910 Starz Comedy HD (E)
904 Starz Edge (E)
905 Starz Edge (W)

1904 Starz Edge HD
932 Starz Encore (E)
933 Starz Encore (W)
938 Starz Encore Action (E)
939 Starz Encore Action (W)
1938 Starz Encore Action HD (E)
942 Starz Encore Black (E)
943 Starz Encore Black (W)
1942 Starz Encore Black HD (E)
934 Starz Encore Classic (E)
935 Starz Encore Classic (W)
1934 Starz Encore Classic HD (E)
946 Starz Encore Espanol
944 Starz Encore Family (E)
945 Starz Encore Family (W)
1932 Starz Encore HD (E)

1933 Starz Encore HD (W)
936 Starz Encore Suspense (E)
937 Starz Encore Suspense (W)
1936 Starz Encore Suspense HD (E)
940 Starz Encore Westerns (E)
941 Starz Encore Westerns (W)
1902 Starz HD (E)
1903 Starz HD (W)
906 Starz In Black (E)
907 Starz In Black (W)
1906 Starz In Black HD
912 Starz Kids and Family (E)
913 Starz Kids and Family (W)
1912 Starz Kids and Family HD
931 Starz On Demand
1931 Starz On Demand

Official Summary of Ordinance No. 939

The following is the official summary of Ordinance No. 939, City of Shakopee CenturyLink Cable Franchise, approved by the City Council of the City of Shakopee, Minnesota on August 3, 2016.

Ordinance No. 939 Grant of CenturyLink Cable Franchise

1. Franchise Term- CenturyLink has been issued a 5 year franchise.
2. PEG Access Support (Public, Education, and Government) - Under the franchise, CenturyLink will provide three (3) PEG Access Channels, equipment, and facilities and to manage PEG access programming and production. One (1) channel is used for government services like broadcasting City Council meetings, one (1) for public purposes to broadcast community events or public service announcements and one (1) for education to broadcast educational activities.
3. Service to Public Institutions - Public schools, and municipal buildings may receive free cable service from Grantee so long as those locations are Qualified Living Units and not currently receiving service from another franchised cable provider.
4. Local Office - Grantee will comply with either of the following options: A) maintain a customer payment center in the City or within 12 miles of the City's northern border; or B) maintain convenient local Subscriber service and bill payment locations and a business office reachable by local, toll-free telephone call for purposes of receiving and resolving complaints, billing disputes, etc.
5. Franchise Fee - The City will receive 5% of Gross Revenues from Grantee on cable services, not information services like cable modems.
6. PEG Fee - The City will also receive \$.40/customer/month for public, educational and government purposes (PEG).
7. Bundling Standard - Grantee will comply with GAAP section EITF 00-21 when offering bundling and/or discounted information, telecommunication and cable services to Shakopee residents to ensure a fair and equitable method of calculation.

A printed copy of the ordinance is available for inspection by any person at the office of the City Clerk and the Shakopee Public Library.