

CITY OF COKATO, MINNESOTA

ORDINANCE NO. 2019-05

AN ORDINANCE GRANTING A FRANCHISE TO SPECTRUM MID-AMERICA, LLC L/K/A CHARTER COMMUNICATIONS TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM AND PROVIDE CABLE SERVICE IN THE CITY OF COKATO, MINNESOTA.

RECITALS

1. This Cable Franchise Ordinance (“Franchise”) is made and entered into by and between the City of Cokato, a municipal corporation of the State of Minnesota (“City”) and Spectrum Mid-America, LLC l/k/a Charter Communications, a limited liability company (“Grantee”).
2. Pursuant to Ordinance No. 2019-02 (“Cable Ordinance”), the City is authorized to grant and issue a non-exclusive Franchise authorizing the Grantee to provide Cable Service and construct, operate, and maintain a Cable System in the City.
3. The Grantee has requested that its current franchise be renewed pursuant to Section 626(h) of the Cable Act.
4. Upon evaluation of Grantee’s technical, financial, legal qualifications, completion of Franchise negotiations, and as a result of a public hearing, the City finds that it is in the best interests of the City and its residents to renew the Franchise with Grantee.
5. This Franchise is nonexclusive and is intended to comply with applicable laws and regulations.

THE CITY COUNCIL OF THE CITY OF COKATO HEREBY ORDAINS:

SECTION 1. GENERAL PROVISIONS

Section 1.1 Definitions.

Unless otherwise defined herein, the terms, phrases, and words contained in this Franchise have the meaning provided in the Cable Ordinance. Terms, phrases and words contained in this Franchise that are not defined here or in the Cable Ordinance will be as defined in applicable law.

Section 1.2 Written Notice.

All notices, reports, or demands required to be given in writing under this Franchise or the Cable Ordinance must be delivered personally to any officer of Grantee or the City Administrator or deposited in the United States mail in a sealed envelope, with registered

or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to City: City of Cokato
 P.O. Box 1030
 225 Broadway Avenue South
 Cokato, MN 55321

 Attn: City Administrator

With copies to: Chair, Sherburne/Wright Counties Cable Communications
 Commission
 c/o City of Buffalo
 212 Central Avenue
 Buffalo, MN 55313

If to Grantee: Spectrum Mid-America, LLC
 Attn: Government Affairs
 16900 Cedar Avenue South.
 Rosemount, MN 55068

With copies to: Charter Communications
 Attn: VP of Government Affairs
 601 Massachusetts Ave. NW, Suite 600W
 Washington, DC 20001

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

SECTION 2. GRANT OF FRANCHISE

Section 2.1 Grant.

a. Grantee is authorized to erect, construct, operate and maintain in, along, across, above, over and under the Rights-of-Way, now in existence and as may be created or established during the term of this Franchise any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Cable System in the City. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal, state or local law.

b. This Franchise is granted pursuant to the Cable Ordinance, in all cases subject to and without waiving applicable law. This Franchise is a contract and except as to those changes which are the result of the City's lawful exercise of its general police powers, the City may not take any unilateral action which materially changes the explicit mutual

promises in this contract. In the event of any conflict between the provisions of this Franchise and the Cable Ordinance, the provisions of this Franchise shall govern.

c. This Franchise shall be nonexclusive and City may grant additional Franchises at any time. The City will not grant an additional Franchise on terms and conditions more favorable or less burdensome than those in this Franchise and Grantee shall have all rights provided by Section 14.4 of the Regulatory Ordinance in the event an additional Franchise(s) is granted. The City may impose additional terms and conditions in any additional Franchise.

d. The City shall comply with Section 14.4 of the Cable Ordinance in the event an additional provider is legally authorized to provide Cable Service.

e. Grantee acknowledges the City's right to issue this Franchise. Upon acceptance of this Franchise by Grantee as required by Section 8 herein, this Franchise shall supersede and replace any previous ordinance or other authorization granting a Franchise to Grantee, and all rights, obligations and claims under any previous Franchise are extinguished, except that the Grantee's obligation to indemnify the City against claims that arose during the term of the previous Franchise shall continue in full force and effect subject to applicable law.

Section 2.2 Franchise Term.

This Franchise will be in effect for a period of fifteen (15) years from the date of acceptance by the Grantee, unless sooner renewed or revoked.

Section 2.3 Service Area.

a. This Franchise is granted for the corporate boundaries of the City, as it exists from time to time, subject to the density requirement of Section 2.3.b below. The City will notify the Grantee in writing in the event the City annexes any areas that the Grantee will be required to serve subject to Section 2.3b below.

b. The Grantee will extend its System and offer Cable Service, within a reasonable time, after a request for Service, to areas with a density of at least nine (9) residential units per one-quarter (1/4) cable mile of System, as measured from the nearest accessible Cable System tie-in point actively delivering Cable Service as of the date of such request for Service. Where the density is less than that specified above, the Grantee may require that Persons requesting Service pay a portion of the cost of the capital cost of the line extension in advance. The Grantee shall provide a free written estimate of the total cost for extension and the required payment amount within fifteen (15) days of the request for Service. The charge for Installation or extension for each Person requesting Service shall not exceed a pro rata share of the actual cost of extending the Service. Subscribers shall also be responsible for any standard/non standard installation charges to extend the Cable System from the tap to the residence.

SECTION 3. SYSTEM

Section 3.1 System Capacity.

Grantee will continue to operate a System providing a minimum of at least 75 video programmed Channels throughout the term of this Franchise. The System must have return capability and permit "narrowcasting" as provided in Section 4.2(c).

Section 3.2 Construction Deadline.

Except for Grantee's System extension obligations pursuant to Section 2.3, System construction is substantially complete. Subject to Section 2.3b above, Grantee will use commercially reasonable efforts to complete any System extension and construction of new facilities for new developments contemporaneous with installation of other utilities. The City shall provide reasonable and timely advance written notice of the location of all new developments to Grantee.

SECTION 4. COMMUNITY SERVICES

Section 4.1 Commercial Video Programming.

The Grantee will provide broad categories of video programming, including news, sports and entertainment.

Section 4.2 PEG Access Facilities.

a. Access Channels. The Grantee shall continue to dedicate two (2) Channels for public, education, and government access ("PEG Access") programming. The two (2) PEG Access Channels must be cablecast on the Basic Cable Service tier. All Subscribers who receive Cable Services offered on the System must receive the PEG Access Channels at no additional charge. Only to the extent required by Minn. Stat. §238.084, Subd. 1. (z) and permitted by applicable law, the VHF spectrum must be used for the provision of at least one (1) of the PEG Access Channels. Nothing herein shall diminish the City's rights to secure additional channels pursuant to Minn. Stat. § 238.084, Subd. 1(z), and applicable FCC regulations.

b. Responsibility for PEG Access. The City will operate, administer, and manage PEG Access programming pursuant to this Section 4.2. The City may delegate its PEG Access authority and responsibilities to the Commission. The Grantee acknowledges that the Commission may coordinate the expenditure of Franchise Fees and PEG Capital Fees by and among the Commission's member municipalities. Nothing herein shall obligate the City to make equipment or channels available for public access programming or to any particular programmer.

c. Narrowcast. The System currently allows one (1) PEG Access Channel to be "narrowcast," i.e. permits a program to be cablecast on such Channel for viewing solely by Subscribers in one City while Subscribers in adjoining cities served by the Grantee and who are members of the Commission simultaneously view other programming on that

Channel. Grantee shall continue to ensure that such narrowcasting is provided on the System.

d. Live Origination. The Grantee shall continue to provide two-way capability permitting transmission of live programming from the public institutional sites listed in Exhibit A-1 attached. The Grantee shall not be required to provide end-user equipment. The City may designate relocated or additional live programming sites provided that the City shall pay the actual construction cost of connecting such relocated or additional live programming sites prior to the Grantee's construction of same. The Grantee must ensure that the System meets the technical standards attached as Exhibit B at all live origination sites. The Grantee must further ensure that the City can "narrowcast" programming originated from City Hall consistent with Section 4.2c.

e. High Definition.

- (i) Within one hundred and twenty (120) days after the Effective Date, unless delayed by events out of Grantee's reasonable control, the Grantee shall convert the Commission's area-wide PEG Access Channel (i.e. the Channel that is not "narrowcast" to each member city pursuant to Section 4.2(c)) to high definition ("HD") provided that the programming signals are provided to the Grantee in HD and meet Grantee's technical specifications for HD channels. Thereafter, at such time as Grantee makes at least 90% of all non-PEG Channels available in HD, the Grantee shall also convert the "narrowcast" PEG Access Channel to HD provided that the programming signals are provided to the Grantee in HD and meet Grantee's technical specifications for HD channels. The City understands that, although the Grantee must ensure that the PEG Access Channels are cablecast on the Basic Cable Service tier and available to all Subscribers at no additional charge, the HD PEG Access Channel will not be located on the Basic Cable tier, the signal from the HD PEG Access Channels may not be available in HD on the Basic Cable tier of service, and Grantee shall have no obligation to carry PEG Access Channels in more than one format; i.e. dual carriage. Grantee's costs to purchase equipment to convert and distribute programming on the PEG Access Channels in HD will be reimbursed by the City or Commission in an aggregate amount not to exceed Seven Thousand Five Hundred Dollars (\$7500.00) within sixty (60) days of receipt of invoices evidencing Grantee's expenditures.
- (ii) The City acknowledges that in order to receive Access Channels in HD format Subscribers may be required to buy or lease special equipment, or pay additional HD charges applicable to all HD services,

f. PEG Access Capital Support. In addition to the requirements of Section 4.2(a)-(d) above, the Grantee shall collect and remit a PEG capital fee of up to eighty-five cents (\$.85) per Subscriber, per month ("PEG Capital Fee"). The Grantee shall remit such payments on the same schedule as the Franchise Fee. All amounts paid shall be subject to audit and recomputation and acceptance thereof does not constitute an accord that amounts paid are correct. The PEG Capital Fee as of the Effective Date is eighty-five cents (\$.85)

per Subscriber, per month. Grantee may itemize any PEG Capital Fee on Subscriber's bills. Payment by Grantee must be separate from and in addition to any Franchise Fee.

g. Use of PEG Capital Fee. The City and Grantee agree that the City will expend the PEG Capital Fees solely for capital costs (consistent with GAAP) associated with PEG Access. In consideration for Grantee's obligation to remit the PEG Capital Fee, the City agrees to provide financial support for PEG Access that is equivalent to the amount of PEG Capital Fees collected and provided to the City. Within sixty (60) days of written request, the City shall provide Grantee with an annual report of any expenditures of the PEG Access Capital Fee to insure such fees are used for capital costs related to PEG Access. The report shall also demonstrate how the City fulfilled its requirement to provide matching support for PEG Access. Based on the report, the Grantee may send a written notice to the City alleging that the City failed to demonstrate that the PEG Capital Fee was used for capital or that matching PEG Access support was provided. The City shall have thirty (30) days after receipt of the written notice to provide additional information demonstrating compliance with the requirements of this Section. If the Grantee continues to allege that the City has not complied with its obligations herein, the Grantee may provide written notice of its intent to reduce and/or discontinue collecting and remitting the PEG Capital Fee. If the City disputes the Grantee's actions, it may initiate any enforcement action under the Cable Ordinance it deems appropriate.

h. Access Rules. The City may implement rules governing PEG Access Channels and programming.

i. Parity of Obligations. The City will impose equivalent PEG Access obligations on any other franchised provider of Cable Service in the City.

Section 4.3 Drops and Service to Public Buildings.

a. Subject to applicable law, the Grantee must provide, without charge, monthly Basic Cable Service and Cable Programming Service (excluding pay-per-channel or pay-per-program), one (1) Drop, one (1) outlet, and one (1) Converter of the type and functionality made available to Subscribers ("Complimentary Service") to the public institutional sites listed in Exhibit A-2 attached which are served as of the Effective Date. The programming provided by Grantee is not for public display. The City shall hold the Grantee harmless for any copyright, or other penalties, incurred due to improper use of free service. If additional Converters or other customer premises equipment ("CPE") are required to receive Complimentary Service, Grantee reserves the right to charge the institution the published rate for such CPE consistent with applicable law.

b. Subject to applicable law, the Grantee shall connect such additional public administration buildings as the City may subsequently designate, provided however, that the Grantee shall only be required to pay the cost of the first one hundred and fifty (150) feet of any necessary System or Drop construction as measured from an accessible System tie-in point actively delivering Cable Service, and further provided that the City or institution shall pay any additional mutually agreed upon construction cost. The Grantee will have a reasonable time from the designation of additional sites to complete extension. Institutions may add outlets at their own expense. The Grantee shall only be required to

provide Complimentary Service to the extent a newly designated building replaces a site previously receiving such service.

Section 4.4 Receipt of Subscriber Payments

The Grantee must maintain a convenient means for Subscribers to make payments such as the ability to make payments electronically via a company website.

SECTION 5. ADMINISTRATION PROVISIONS

Section 5.1 Franchise Fee.

a. The Grantee shall pay a Franchise Fee to the City in an amount equal to five percent (5%) of its Gross Revenues. The Grantee shall remit Franchise Fee payments to the City on a quarterly basis within 60 days of the close of the preceding calendar quarter. Payments shall be based on Gross Revenues generated during the preceding calendar quarter. In the event Grantee offers a bundle or package of Cable Services and non-Cable Services at a discounted rate, the Grantee must allocate revenues between Cable Services subject to the Franchise Fee and non-Cable Services that are not subject to the Fee on a proportionate pro rata basis in accordance with Generally Accepted Accounting Principles ("GAAP"). In no event shall the Grantee allocate the revenues to evade its Franchise Fee obligations under this Franchise or to disproportionately reduce Gross Revenues.

b. Each Franchise Fee payment must be accompanied by a report in form reasonably acceptable to City detailing the computation of the payment. All amounts paid are subject to audit and recomputation by the City, and acceptance of any payment must not be construed as an accord that the amount paid is in fact the correct amount. In accordance with Minn. Stat. § 541.05, any action to recover Franchise Fees must be commenced within three (3) years of receipt of the Franchise Fee payment or due date for such payment.

c. In the event that any Franchise payment or recomputed payment is not made on or before the dates specified herein, Grantee shall pay an interest charge, computed from such due date, at the annual rate of one percent over the prime interest rate.

Section 5.2 Rules of Grantee.

The Grantee may promulgate such rules, terms and conditions governing the conduct of its business provided that such rules, terms and conditions must not be in conflict with the provisions of this Franchise, the Cable Ordinance, or applicable laws or regulations.

SECTION 6. INDEMNIFICATION, INSURANCE, BONDS

Section 6.1 Indemnification.

By acceptance of this Franchise, the Grantee agrees to indemnify, defend, and hold the City harmless in accordance with the Cable Ordinance.

Section 6.2 Insurance.

At the time of acceptance of this Franchise, the Grantee will file with the City a Certificate of Insurance in accordance with the Cable Ordinance. The Grantee must maintain such insurance for the entire term of this Franchise.

Section 6.3 Performance Bond.

a. The Grantee must furnish to the Commission, for the benefit of all member cities of the Commission, a single performance bond in the amount of Fifty Thousand Dollars (\$50,000.00) in a form and substance reasonably acceptable to the Commission. The single bond provided to the Commission shall comply with the parallel bonding requirements imposed by the other members of the Commission. The Grantee must maintain the bond until this Franchise expires or is terminated.

b. The bond shall be conditioned upon Grantee's faithful performance in accordance with the terms of this Franchise, the Cable Ordinance, and applicable laws and regulations. The bond must provide that in the event the Grantee fails to comply with any law, ordinance or regulation, any damages or loss suffered by the City as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the Grantee, plus a reasonable allowance for attorneys' fees and costs, up to the full amount of the security, will be recoverable jointly and severally from the principal and surety of the bond, and further guaranteeing payment by the Grantee of claims, liens and taxes due the City which arise. In the event this Franchise is revoked or the rights hereunder relinquished or abandoned by Grantee, the City is entitled to collect any resultant damages, costs or liabilities incurred by the City.

c. The City and Grantee acknowledge that it may be difficult or impossible to accurately quantify actual damages or losses suffered by the City due to a violation or unsatisfied obligation under this Franchise, the Cable Ordinance, or applicable laws or regulations. Accordingly, the City may, in its reasonable discretion, collect liquidated damages in an amount of up to Two Hundred and Fifty Dollars (\$250.00) per violation of any provision of this Franchise, the Cable Ordinance, or applicable laws or regulations in an amount not to exceed Five Thousand Dollars (\$5,000.00) in any calendar year. Each violation may be considered a separate violation for which separate liquidated damages can be imposed.

d. In the event the City will make any claim against the bond or otherwise seeks to assess liquidated damages, the City must comply with Section 14 of the Cable Ordinance governing enforcement of this Franchise.

e. The City's rights herein are in addition to all other rights the City may have and the City's exercise of such rights does not constitute an exclusive remedy nor limit any other right.

SECTION 7. MISCELLANEOUS REQUIREMENTS

Section 7.1 Amendment of Franchise Ordinance.

The Grantee and the City may mutually agree, from time to time, to amend this Franchise. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the City and the Grantee. Nothing herein is intended to expand or diminish the rights given to City under state law. The City reserves its lawful rights, including its police powers, ordinance-making authority, and under power of eminent domain law.

Section 7.2 Force Majeure.

In the event Grantee's performance of this Franchise is prevented due to a cause beyond its reasonable control, such failure to perform must be excused for the period of such inability to perform.

Section 7.3 Severability.

If any term, condition or provision of this Franchise or the application thereof to any Person or circumstance is held, to any extent, invalid, preempted or unenforceable, the remainder and all the terms, provisions and conditions herein must, in all other respects, continue to be effective provided the loss of the invalid, preempted or unenforceable provisions do not substantially alter the agreement between the Parties. In the event a law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the Franchise provision which had been held invalid, preempted or modified is no longer in conflict therewith, such Franchise provision will return to full force and effect and thereafter be binding upon thirty (30) days written notice to the Grantee.

Section 7.4 Nonenforcement by City.

The Grantee is not relieved of its obligations to comply with this Franchise or the Cable Ordinance due to any failure or delay of the City to enforce prompt compliance. The City and Grantee may only waive its rights by expressly so stating in writing.

Section 7.5 Rights Cumulative.

All of the City's and Grantee's rights and remedies pursuant to this Franchise are in addition to and not exclusive of any and all other rights and remedies available to the City or Grantee.

Section 7.6 Work Performed by Others.

All obligations of this Franchise apply to work performed by any agent, subcontractor or other Person performing any work or services on behalf of the Grantee pursuant to this Franchise to the extent applicable, however, in no event will any such Person obtain any rights to maintain and operate a System or provide Cable Service.

Section 7.7 Entire Agreement.

This Franchise sets forth the entire agreement between the parties respecting the subject matter hereof. All agreements, covenants, representations, and warranties, express and implied, oral and written, of the parties with regard to the subject matter hereof are contained herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party to another with respect to the matter of this Franchise. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties with respect to the subject matter hereof are waived, merged herein and therein and are superseded hereby and thereby.

SECTION 8. ACCEPTANCE OF FRANCHISE

Section 8.1 Publication and Effective Date.

This Franchise will be effective on the date of acceptance by Grantee. This Franchise shall be enacted and published in accordance with applicable local and Minnesota law.

Section 8.2 Time for Acceptance.

a. The Grantee must accept this Franchise within sixty (60) days of enactment by the City, unless the time for acceptance is extended by the City. Acceptance by the Grantee will be deemed the grant of this Franchise for all purposes.

b. Upon acceptance of this Franchise, the Grantee and City will be bound by all the terms, conditions and obligations contained herein.

Section 8.3 Manner for Acceptance.

The Grantee must accept this Franchise in the following manner:

a. The Franchise must be fully executed and acknowledged by Grantee and delivered to the City.


b. The Grantee must also deliver any construction bond and insurance certificates required herein that have not previously been delivered, with its acceptance.

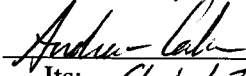
Section 8.4 Failure to Accept.

In the event the Grantee does not timely accept this Franchise in accordance with the requirements herein, this Franchise and all rights granted herein are null and void.

Passed and adopted this 13th day of November, 2019.

CITY OF COKATO

By: 
Its: Mayor

By: 
Its: Clerk / Treasurer

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

SPECTRUM MID-AMERICA, LLC L/K/A CHARTER COMMUNICATIONS

By: Charter Communications, Inc.

Its: Manager 

By: _____

Name: Paul Abbott

Its: VP, Local Government Affairs & Franchising

Date: September 27, 2019

EXHIBIT A-1

(Live Origination Sites)

City of Big Lake, City Hall	160 Lake St N, Big Lake, MN 55309
City of Buffalo, City Hall*	212 Central Ave, Buffalo, MN 55313
City of Cokato, City Hall	255 Broadway Ave S, Cokato, MN 55321
City of Cokato, Fire Hall	745 7 th Street SE, Cokato, MN 55321
City of Dassel, City Hall	460 3rd St, Dassel, MN 55325
City of Delano, City Hall	234 2nd St N, Delano, MN 55328
City of Elk River, City Hall	13065 Orono Pkwy NW, Elk River, MN 55330
City of Maple Lake, City Hall	10 Maple Ave S, Maple Lake, MN 55358
City of Rockford, City Hall	6031 Main St, Rockford, MN 55373
City of Watertown, City Hall	309 Lewis Ave S Ste 1, Watertown, MN 55388
City of Monticello, City Hall	505 Walnut St Ste 1, Monticello, MN 55362

- In Buffalo City Hall, Grantee shall continue to provide two (2) Converters free of charge for program monitoring purposes and two-way connectivity for two (2) programming streams originating from this site.

EXHIBIT A-2

(Complimentary Service Sites)

City Hall Locations

City of Big Lake, City Hall 160 Lake Street North, Big Lake MN 55309

City of Buffalo, City Hall 212 Central Avenue Buffalo, MN 55313

City of Cokato, City Hall 255 Broadway Avenue South, Cokato, MN 55321

City of Dassel, City Hall 460 3rd Street Dassel, MN 55325

City of Delano, City Hall 234 2nd Street North Delano, MN 55328

City of Elk River, City Hall 13065 Orono Parkway NW, Elk River, MN 55330

City of Maple Lake, City Hall 10 Maple Avenue South, Maple Lake, MN 55358

City of Rockford, City Hall 6031 Main Street Rockford, MN 55373

City of Monticello , City Hall 505 Walnut Street Monticello, MN 55362

City of Watertown, City Hall 309 Lewis Avenue South, Watertown, MN 55313

SWTV - Area Wide Channel (Located in Buffalo City Hall) 212 Central Avenue Buffalo, MN 55313

Public Safety Locations

Big Lake Police Department 790 Minnesota Avenue, Big Lake, MN 55309

Big Lake Fire Department 20243 County Road 43, Big Lake, MN 55309

Big Lake Public Works 18041 198th Avenue, Big Lake, MN 55309

Buffalo Police Department 215 1st Avenue NE, Buffalo, MN 55313

Buffalo Fire Department - Station 1 - 212 Central Avenue, Buffalo, MN 55313*

Buffalo Fire Department - Station 2 - 209 Atlas Avenue NE, Buffalo, MN 55313

Buffalo Streets and Parks 1303 County Road 134, Buffalo, MN 55313

Buffalo Utilities Campus 503 Lake Blvd. NW, Buffalo, MN 55313

Cokato Fire Department 745 7th Street SE, Cokato, MN 55321

Cokato Public Works 695 Cokato Street East, Cokato, MN 55321*

Delano Fire Station 245 2nd Street North, Delano, MN 55328

Delano Public Works 402 County Road 30 SE, Delano, MN 55328*

Dassel Fire Department 426 2nd Street North, Dassel, MN 55325

Elk River Police Department 13077 Orono Parkway, Elk River, MN 55330

Elk River Fire Department - Station 1 - 415 Jackson Street, Elk River MN 55330

Elk River Fire Department - Station 2 - 13073 Orono Parkway, Elk River, MN 55330

Elk River Emergency Operations Center 13077 Orono Parkway, Elk River, MN 55330

Elk River Public Works 19000 Proctor Road NW, Elk River, MN 55330

Maple Lake Fire Department 106 Division Street West, Maple Lake, MN 55358

Maple Lake Public Works 441 Oak Avenue South, Maple Lake, MN 55358

Monticello Fire Department (Current Address) 6th Street West, Monticello, MN 55362

Monticello Fire Department (November 2019) 101 Chelsea Road, Monticello, MN 55362*

Monticello Public Works 909 Golf Course Road, Monticello, MN 55362

Rockford Fire Department 6700 Main Street, Rockford, MN 55373

Rockford Public Works 6551 Utility Drive, Rockford, MN 55373

Watertown Fire Department 401 Carter Street NE, Watertown, MN 55388

Watertown Public Works 700 Lewis Avenue North, Watertown, MN 55388

*The Grantee's rights to recover its actual, demonstrated costs of completing these connections shall be governed by Section 4.3.b. of the Franchise.

EXHIBIT B

(Technical Standards- Live Origination Sites)

With respect to all sites listed in Exhibit A, the System shall meet or exceed the following requirements:

1. The System shall operate in conformance with the technical standards promulgated by the FCC pursuant to Title 47, Section 76.601 to 76.617, as may be amended or modified from time to time.
2. The System shall be capable of continuous 24-hour operation without signal degradation.
3. The System shall be capable of operation without failure, material performance changes or signal degradation over an outdoor temperature range of -40 degrees F to +130 degrees F and over a variation in supply voltages from 105 to 130 volts AC.
4. The System will provide access channel connections up to the demarcation point, both upstream and downstream, without material signal degradation or deterioration and with signal quality equal to or better than any other channels. Material signal degradation or deterioration where any signal problem including ghosting or other audio or visual distortion or interference is apparent without special testing. The Grantee shall not be responsible for technical problems deriving from facilities or equipment located beyond the demarcation point, within the institutional site.

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)

) ss.

COUNTY OF Wright)

Dale Kovar, being first duly sworn, on oath states as follows:

1. I am the publisher of the Dassel Cokato Enterprise Dispatch, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.

2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.

3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows:

November 22, 2019

4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: \$12.75 per column inch.

5. Mortgage Foreclosure Notices [Effective 7/1/15]. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Wright County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

6. FURTHER YOUR AFFIANT SAITH NOT.



[Signature]

Subscribed and sworn to before me on this 22 day of November, 2019 by Dale Kovar

Julie A Heinen

Notary Public

