

ORDINANCE NO. 15-02

CABLE TELEVISION FRANCHISE ORDINANCE AMENDMENT

The City of Lexington (the "City") ordains as follows:

Section 1. Section 2.4, entitled "Franchise Term" of the City's Cable Television Franchise Ordinance (Ord. No. 15-02), shall be amended as follows:

4. Franchise Term. Pursuant to the Franchise Settlement Agreement dated December 17, 2014, this Franchise shall be in effect through December 31, 2020 for a period of fifteen (15) years, such term commencing on the Effective Date specified in Section 2.10, unless sooner renewed, revoked or terminated as herein provided.

Section 2. The following shall be added to the end of Section 6.1.2 of the City's Cable Television Franchise Ordinance:

Upon 90 days' notice, Grantee will carry one of the PEG channels in a high definition (HD) format on the cable system such that the City will continue to have 6 PEG Channels; 5 carried in standard definition and 1 carried in high definition. The City represents that it has or will have available by that date sufficient local, non-character generated programming in HD format so as to provide content of value to viewers and not have a blank channel. Any time after December 16, 2015, Grantee will carry an additional PEG channel in high definition in the same manner as the first high definition channel, such that the City will continue to have 6 PEG Channels; 4 carried in standard definition and 2 carried in high definition.

Grantee will deliver the high definition signal to subscribers so that it is viewable without degradation, provided that it is not required to deliver a HD PEG Channel at a resolution higher than the highest resolution used in connection with the delivery of local broadcast signals to the public. Grantee may implement HD carriage of the PEG channel in any manner (including selection of compression, utilization of IP, amount of system capacity or bandwidth, and other processing characteristics) that produces a signal as accessible, functional, useable and of a quality comparable (meaning indistinguishable to the viewer) to broadcast HD channels carried on the cable system.

The HD PEG Channel will be assigned a number near the other high definition local broadcast stations if such channel positions are not already taken, or if that is not possible, near high definition news/public affairs programming channels if such channel positions are not already taken, or if not possible, as reasonably close as available channel numbering will allow.

City acknowledges that HD programming may require the viewer to have special viewer equipment (such as an HDTV 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 PEG channel at that receiver, without additional charges or equipment. By agreeing to make PEG available in HD format, Grantee is not agreeing it may be required to provide free HD equipment to customers including complimentary municipal and educational accounts and universal service accounts, nor modify its equipment or pricing policies in any manner. City acknowledges that not every customer may be able to view HD PEG programming (for example, because they don't have an HDTV in their home or have chosen not to take an HD capable receiving device from Grantee or other equipment provider) or on every TV in the home.

Grantee will provide a bill message announcing the launch of the HD PEG channel; however City acknowledges that not all customers may receive the bill message notice in advance of the channel launch in the interests of launching the channel sooner.

Grantee will make available to the City the ability to place PEG channel programming information on the interactive channel guide by putting the City in contact with the electronic programming guide vendor ("EPG provider") that provides the guide service. Grantee will be responsible for providing the designations and instructions necessary to ensure the channels will appear on the programming guide throughout the jurisdictions that are part of the City and any necessary headend costs associated therewith. The City shall be responsible for providing programming information to the EPG provider and for any costs the EPG provider charges to programmers who participate in its service. This obligation shall not apply to any PEG channels for which there is a technical impediment to providing guide listings, for example, in the event a PEG channel is narrowcasted or split among more than one PEG programmer or source such that not all viewers see the same programming on that channel.


Section 3. This Ordinance shall be effective upon the acceptance of Comcast of Minnesota, Inc.

Passed and adopted this 15th day of January, 2015.

CITY OF LEXINGTON

Attest:

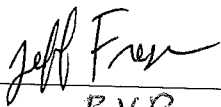
By: 
City Administrator

By: 
Mayor

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

COMCAST OF MINNESOTA, INC.

Dated: 2/16/15

By: 
Its: RVP

Attachment 1
Form of Guaranty of Performance

GUARANTY OF PERFORMANCE

GreatLand Connections, Inc., as the ultimate parent entity of Comcast of Minnesota, Inc., the Franchisee, upon closing of the proposed transaction (as defined in City of Lexington Resolution No. 15-08) certifies that it has sufficient financial resources and will at all times make available all necessary financial resources to ensure that the Franchisee has the capability to operate and maintain the System in accordance with the Franchise and applicable laws, regulations codes and standards, and to fully comply at all times with the Franchise, and applicable laws, regulations, codes and standards and guarantees such performance. GreatLand Connections, Inc., agrees that any failure to adhere to this guaranty shall be deemed a violation of the Franchise held by the Franchisee.

EXECUTED as of _____.

GreatLand Connections, Inc.

By: _____
Name: _____
Title: _____

Address:

Attachment 2
Form of Guaranty Regarding Rates

GUARANTY REGARDING RATES

GreatLand Connections, Inc., upon closing of the proposed transaction (as defined in City of Lexington Resolution No. 15-08), guarantees that rates and charges for cable service offered by GreatLand Connections, Inc., the Franchisee in the NMTC , will not increase as a result of the cost of the proposed transaction. GreatLand Connections, Inc., agrees that any failure to adhere to this guaranty shall be deemed a violation of the Franchise held by the Franchisee.

EXECUTED as of _____.

GreatLand Connections, Inc.,

By: _____ *ABad*

Name: _____

Title: _____ *EVP*

Address: