

ORDINANCE NO. 161

AN ORDINANCE CREATING AND AWARDING A CABLE COMMUNICATIONS FRANCHISE  
IN NEW RICHLAND, MINNESOTA AND RULES GOVERNING THE OPERATION OF SAME.

DEFINITION:

- 1) "Franchisor" is the City of New Richland, Minnesota.
- 2) "Franchisee" is Wes-Tel, Inc.
- 3) "Board" is the Minnesota Cable Communications Board.
- 4) "FCC" is the Federal Communications Commission of the United States.
- 5) "Class IV Channel" means a signaling path provided by a cable communications system to transmit signals of any type from a subscriber terminal to another point in the cable communications system.
- 6) "Non-voice return communications" means the provision of appropriate system design

techniques with the installation of cable and amplifiers suitable for the subsequent insertion of necessary non-voice communications electronic modules.

- 7) The words "shall" and "must" are mandatory.
- 8) The word "may" is permissive.
- 9) The words "may not" are unconditionally prohibitive.

#### GRANT OF AUTHORITY

The City (or township) Council of New Richland, Minnesota, authorizes that a cable communications franchise for the installation, operation and maintenance of a cable communications system within the City Limits of New Richland, Minnesota, is granted to Wes-Tel, Inc. provided, however, that the franchise shall be subject to the following terms and performance, conditions:

RULE

REF.

4.202 A. 1. COMPLIANCE WITH MINNESOTA CABLE COMMUNICATIONS BOARD'S  
FRANCHISE STANDARDS

The franchisee shall at all times be in compliance with the franchise standards of the Minnesota Cable Communications Board.

4.202 B. 2. COMPLIANCE WITH STATE AND FEDERAL LAWS

The franchisee and the franchising authority shall conform to all state laws and rules regarding cable communications not later than one (1) year after they become effective unless otherwise stated and to all federal laws and regulations regarding cable communications as they become effective.

4.202 C. 3. CERTIFICATE OF CONFIRMATION

The franchise shall cease to be in force and effect if the franchisee fails to obtain either a regular certificate of confirmation or renewal of a certificate of confirmation from the Board, provided, however, that the franchisee may operate the cable communications system while the Board is considering the application for the renewal of the certificate of confirmation.

4.202 D. 4. FRANCHISE TERMS

The franchise shall have an initial franchise term of fifteen (15) years effective from October 31, 1983, and any renewal term if granted by the franchising authority, shall be fifteen (15) years.

4.202 E. 5. RENEGOTIATION OF FRANCHISE TERMS

Renegotiation between the franchisor and franchisee shall occur one year before the end of the franchise term unless franchising authority determines not to reissue the franchise to the franchisee or desires to consider additional applications for a franchise. Such renegotiation periods must be specified and must be mutually agreed upon by the franchisor and franchisee.

4.202 F. 6. FRANCHISE EXCLUSIVITY

This franchise is non-exclusive.

4.202 G. 7. SALE OR TRANSFER OF THE FRANCHISE, SALE OR TRANSFER OF STOCK

Sale or transfer of this franchise or sale or transfer of stock so as to create a new controlling interest is prohibited except at the approval of the franchising authority, which approval shall not be

unreasonably withheld, and except that such sale or transfer is completed pursuant to Board rules, Chapter 12.

4.202 H. 8. ACCESS TO FINANCIAL RECORDS

The franchising authority is granted the authority to audit the franchisee's accounting and financial records upon reasonable notice. The franchisee shall file annually with the franchising authority reports of gross subscriber revenues and other information as the franchising authority deems appropriate.

4.202 I. 9. RATES, RATE CHANGE PROCEDURE AND RESIDENTIAL SUBSCRIBER CONTRACTS

RATES:

Basic Cable	\$9.95/mo.+ tax
All applicable off-air stations	
Nickelodeon and the ARTS	
CNN	
ESPN	
Cable Health Network/Daytime	

CBN

Tier One - HTN/the Learning Channel \$6.95/mo.+ tax

Tier Two - HBO or Showtime \$9.95/mo.+ tax

Tier Three - the Disney Channel \$9.95/mo.+ tax

Option - MTV \$ .50/mo.+ tax

Installation (one outlet) \$25.00

Extra outlets \$10.00

Disconnect No Charge

Reconnect \$15.00

Note: During initial construction period, there will be no charge for installation (one outlet)

Converter Rental and Purchase Options Rent Buy

Jerrold JSX Converter \$1.50 \$45.00

Parental Lock Box \$17.00

RESIDENTIAL SUBSCRIBER CONTRACTS

Should Wes-Tel, Inc. decide to utilize Residential Subscriber Contracts, they will consult with the City Council as to the content thereof. Any subscriber contract used will be first approved by the New Richland City Council.

RATE CHANGE PROCEDURE

With the exceptions as to schools, and public buildings noted herein, Wes-Tel, Inc., or its successors in interest, may request the Common Council of the City of New Richland, Minnesota to approve a rate increase, provided, however, that the increase submitted for approval shall become effective automatically sixty (60) days from the date of submission to the City Finance Officer of a rate request, unless the Common Council, after review of all relevant material submitted to it finds the proposed increase to be unreasonable. Wes-Tel, Inc., or its successors in interest, may pass along to subscribers such additional fees as may be imposed on it by any governmental agency, including but not limited to taxes, copyright fees and permit fees.

4.202 J. 10. FRANCHISE ADMINISTRATOR

The City Council of New Richland, Minnesota, shall be responsible for the continuing administration of this franchise.

4.202 K. 11. LIABILITY INSURANCE

The franchisee shall indemnify and hold harmless the franchising authority at all times during the term of the franchise and shall maintain throughout the term of the franchise liability insurance in the amount of:

Wes-Tel, Inc. shall at all times keep in effect the following types of insurance coverage:

A. Workmen's compensation upon its employees engaged in any manner in the installation or servicing of its plant and equipment within the City of New Richland in the statutory amount;

B. Property damage liability insurance to the extent of five hundred thousand dollars (\$500,000.00) as to any person and one million dollars (\$1,000,000.00) as to any one accident, and personal injury liability insurance to the extent of one hundred thousand dollars (\$100,000.00) as to any one person and three hundred thousand dollars (\$300,000.00) as to any one accident.

insuring both the franchising authority and the franchisee with regard to all damages and penalties which they may legally be required to pay as a result of the exercise of the franchise.

4.202 L. PERFORMANCE BOND



At the time the franchise becomes effective and at all times thereafter until the franchisee has liquidated all of its obligation with the franchising authority, the franchisee shall furnish a performance bond, certificate of deposit or any other type of instrument approved by the franchising authority in the amount of Fifty Thousand and no/100 (\$50,000.00) Dollars. This amount is deemed by the franchising authority to be adequate compensation for damages resulting from the franchisee's nonperformance. The franchising authority may, from year to year, in its sole discretion, reduce the amount of the performance bond or instrument.

4.202 M. 13. LIABILITY FOR INJURY TO FRANCHISEE'S FACILITIES

Nothing in this franchise shall relieve any person from liability arising out of the failure to exercise reasonable care to avoid injuring the franchisee's facilities while performing any work connected with grading, regrading or changing the line of any street or public place or with the construction or reconstruction of any sewer or water system. .

4.202 N. 14. PUBLIC HEARING RE: FRANCHISEE'S CREDENTIALS

The franchisee's technical ability, financial condition and legal qualification were considered and approved by the franchising authority in a full public proceeding pursuant to 4 MCAR § 4.140 E.1. which afforded reasonable notice and a reasonable opportunity to be heard.

4.202 O. 15. CHANNEL CAPACITY

The franchisee shall construct a cable system with a channel capacity available for immediate or potential use, equal to a minimum of 400 MHz of bandwidth (the equivalent of 54 television broadcast channels).

4.202 P. 16. CONSTRUCTION SCHEDULE

Within 90 days of the granting of the franchise, the franchisee shall apply for all necessary permits, licenses, certificates and authorizations; that energized trunk cable shall be extended substantially throughout the authorized area within one year after receipt of all necessary governmental permits, licenses, certificates and authorizations; and that persons along the route of the energized cable will have individual "drops" as desired during the same period of time; the requirement of this provision may be waived by the franchising authority only upon occurrence of unforeseen events or acts of God.

(PLEASE DESCRIBE FULLY THE CABLE SYSTEM PROPOSED FOR CONSTRUCTION.)

The services provided by the grantee under this franchise shall be made available by it to all points within the corporate limits of the City of New Richland as they may be established during the term of this franchise as permitted by contracts negotiated with franchised public utility systems within

the City; provided that the grantee, Wes-Tel, Inc., shall not be required to make any extensions for the purpose of providing service when any of the following conditions exist:

- (a) Where service is not desired in the area.
  
- (b) Where the extension will require the installation of more than three hundred (300) feet of distribution cable for each potential customer to be served.

During the existence of any condition set forth in (b) above, the grantee may render service to customers under a special contract predicated on contract rates mutually agreeable.

4.202 Q.17. AUTHORIZATION TO COMMENCE CONSTRUCTION

The franchisee shall obtain a permit from the proper municipal authority before commencing construction of any communications system, including the opening or disturbance of any street, sidewalk, driveway or public place. If the franchisee fails to meet the conditions of the permit, franchisor, after reasonable notice to franchisee, and franchisee has had an opportunity to remedy said complaint, can cause said problem to be remedied and bill the franchisee for the specific costs involved.

4.202 R. 18. COMPLIANCE WITH APPLICABLE CODES

All wires, conduits, cable and other property and facilities of the franchisee shall be located, constructed, installed, and maintained in compliance with applicable codes. The franchisee shall keep and maintain all of its property so as not to unnecessarily interfere with the usual and customary trade, traffic or travel upon the streets and public places of the franchise area or endanger the lives or property of any person.

4.202 S. 19. RELOCATION OF WIRES. ETC.

The following procedure shall be used by the franchisee and franchising authority for the relocation or removal of the franchisee's wires, conduits, cables and other property located in said street, right-of-way or public place whenever the franchising authority undertakes public improvements which affect the cable equipment.

In the event that a change is made in the grade, width or location of public streets, alleys, avenues, rights-of-way or other public places by authority of the City which shall necessitate the removal of

any poles, wires, transmission and distribution lines to conform to the change of grade, Wes-Tel, Inc., shall make necessary changes in its equipment at its own expense, upon due notice from the Common Council or its designated official to do so.

4.202 T. 20. TECHNICAL STANDARDS

The rules of the Federal Communications Commission relating to cable communications systems contained in subpart K of part 76 of the Federal Communications Commission's rules and regulations relating to cable communications systems are incorporated herein by reference. The results of any tests required by the Federal Communications Commission shall be filed within 10 days of the conduct of such tests with the franchising authority and the Board.

4.202 U. 21. SPECIAL

At any time after commencement of service to subscribers, the City may require additional tests, full or partial repeat tests, different test procedures or tests involving a specific subscriber's terminal. Requests for such additional tests will be made on the basis of complaints received or other evidence indicating an unresolved controversy or significant noncompliance; and such tests will be limited to the particular matter in controversy. In the event that special testing is required by the City to determine the source of technical difficulties, the cost of said testing shall be borne by Wes-Tel, Inc., if the testing reveals the cable company to be responsible. If the testing reveals the difficulties to

be caused by factors beyond the control of Wes-Tel, Inc., the cost of testing shall be borne by the City.

4.202 V. 22. NON-VOICE RETURN CAPABILITY

The franchisee shall construct and maintain a cable communications system having the technical capacity for non-voice return communications.

4.202 W. 23. SUBSCRIBER PRIVACY

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 shall be contained in a separate document with a prominent statement that the subscriber is authorizing the permission in full knowledge of its provisions. Such written permission shall be for a limited period of time not to exceed one year which shall be 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 shall be

revokable at any time by the subscriber without penalty of any kind whatsoever. Such permission shall be required for each type or classification of Class IV cable communications activity planned for the purpose.

1. No information or data obtained by monitoring transmission of a signal from a subscriber terminal, including but not limited to 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 party other than to the company and its employees for internal business use, or to the subscriber subject of that information, unless the company has received specific written authorization from the subscriber to make the data available.
2. Written permission from the subscriber shall not be required for the systems conducting systemwide or individually addressed electronic sweeps for the purpose of verifying system integrity or monitoring for the purpose of billing. Confidentiality of such information shall be subject to the provision set forth in 4 MCAR § 4.202 W.1.

4.202 X. 24. SUBSCRIBER COMPLAINTS

All complaints by the franchisor, subscribers, or other citizens regarding the quality of service, equipment malfunction, billing disputes, and any other matters relative to the cable communications system shall be investigated and resolved by the franchisee.

4.202 Y. 25. REPAIRS AND COMPLAINTS

Wes-Tel, Inc. shall maintain an office in the City, which shall be open during all usual business hours, have a locally listed telephone and be so operated that complaints and requests for repairs or adjustments may be received at any time.

Wes-Tel, Inc. shall furnish each subscriber at the time service is installed written instructions that clearly set forth procedures for placing a service call.

Wes-Tel, Inc. shall provide 48 hour service response, six (6) days a week, for all complaints and requests for repairs received prior to 2: 00 P.M. each day. In no event shall the response time for calls received subsequent to 2:00 P.M. exceed 60 hours. Wes-Tel, Inc.'s obligation to provide 48 hour service response shall be excused for any period during which such is prevented or interrupted due to Acts of God, including fire, flood, ice storms, wind storms, and snow storms.



Wes-Tel, Inc. shall interrupt system service after 7: 00 A.M. and before 1: 00 A.M. only with good cause and for the shortest time possible. Service may be interrupted between 1: 00 A.M. and 7: 00 A.M. for routine testing, maintenance and repair, without notification, any night except Friday, Saturday, or Sunday, or the night preceding a holiday.

4.202 Z. 26. TERMINATION

The franchising authority shall have the right to terminate and cancel the franchise and all rights and privileges of the franchise if the franchisee substantially violates any provision of the franchise ordinance, attempts to evade any of the provisions of the franchise ordinance or practices any fraud or deceit upon the franchising authority. The municipality shall provide the franchisee with a written notice of the cause for termination and its intention to terminate the franchise and shall allow the franchisee a minimum of thirty days after service of the notice in which to correct the violation. The franchisee shall be provided with an opportunity to be heard at a public hearing before the governing body of the municipality prior to the termination of the franchise. In the event that the municipality determines to terminate the franchise, the franchisee has thirty days from the date of the conclusion of the public hearing at which the termination of the franchise is considered, within which to file an appeal with the Board, pursuant to Minn. Stat. ° 238.14. During the thirty day period and until the Board determines the appeal, if an appeal is taken, the franchise remains in full force and effect, unless the term of the franchise ends sooner. If the Board approves of the action of the municipality, the franchise terminates immediately; if the Board disapproves of the action of the municipality, the

franchise remains in full force and effect during its term unless sooner terminated in accordance with law or 4 MCAR §§ 4.001 - 4.250. Any appeal to the Board is a contested case to which the Board is not a party.

4.202 AA. 27. ABANDONMENT

The franchisee may not abandon any portion of the cable communications service provided hereunder without having given three (3 ) months prior written notice to the franchising authority and the Board. No cable communications company may abandon any cable communications service or any portion thereof without compensating the franchising authority for damages resulting to it from such abandonment.

4.202 BB. 28. REMOVAL OF CABLE EQUIPMENT UPON TERMINATION OR FORFEITURE

Upon termination or forfeiture of a franchise, the franchisee shall remove its cable, wires, and appliances from the streets, alleys and other public places within the franchise area if the franchising authority so requests. In the event franchisee has not removed said cable, wires and appliances within 120 days of the date of termination or forfeiture, franchisor shall have the option of claiming said property.

4.202 CC. 29. MUNICIPAL RIGHT TO PURCHASE SYSTEM

If the franchise or cable system is offered for sale, the franchising authority shall have the right to purchase the system.

4.202 DD. 30. ACCESS CHANNELS

1. The franchisee shall provide to each of its subscribers who receive some or all of the services offered on the system, reception on at least one specially designated access channel. The specially designated access channel may be used by local educational authorities and local government on a first-come, first-served nondiscriminatory basis. During those hours that the specially designated access channel is not being used by the local educational authorities or local government, the franchisee shall lease time to commercial or noncommercial users on a first-come, first-served nondiscriminatory basis if the demand for that time arises. The franchisee may also use this specially designated access channel for local origination during those hours when the channel is not in use by local educational authorities, local government, or commercial or noncommercial users who have leased time. The VHF spectrum (Channels 2-13) must be used for the specially designated access channel required in 4 MCAR ° 4.202 DD.

2. The franchisee shall establish rules for the administration of the specially designated access

channel. The operating rules governing the specially designated access channel shall be filed by the franchisee with the Minnesota Cable Communications Board within 90 days after any access channel is put into use.

3. Franchisees providing only alarm services or only data transmission services for computer operated functions do not need to provide access channel reception to alarm and data service subscribers.

#### FRANCHISE FEES

During the term of this franchise granted hereunder, Wes-Tel, Inc., shall pay to the City of New Richland quarterly an amount equal to three percent (3%) of all basic service revenue derived from within the City of New Richland within thirty (30) days after the last month of the quarter. Service revenue shall include service charges, fees arising from the communications and transmittal of information of any nature including fees for fire or other protection, but shall not include movies received as installation charges and charges and fees for reconnections, inspections, repairs or modification of any installation, nor state and federal taxes relating thereto.

#### NON-INTERFERENCE

Installations shall be maintained so as not to interfere with television reception already in existence within the City and Wes-Tel, Inc., shall carry all commercial and educational signals of stations serving the City of New Richland as established by the Federal Communications Commission via off-the-air pickup.

Passed the New Richland Council this 31 st day of October, 1983.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

October 31, 1983  
Date

WES-TEL, INC., a South Dakota Corporation

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

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

Title

Effective Date:

ORDINANCE NO. 169

The City Council of the City of New Richland does ordain:

Provision 4.202 Y. 25, Repair and Complaints, paragraph one, shall be deleted and the following inserted:

Wes-Tel, Inc. shall maintain a local office in the City of New Richland which shall be open during all usual business hours, have a locally listed telephone and be so operated that complaints and requests for repairs or adjustments may be received at any time.

Alternatively, at the election of Wes-Tel, Inc., and with the consent of the City Council of New Richland, Wes-tel, Inc. shall maintain a local office or depository for the payment of all bills and shall maintain a telephone number for the calling of complaints, repairs or adjustments which number shall not be a toll call or charge call to the resident of New Richland making such call. In the event the alternate as described shall be deemed unsatisfactory to the City of New Richland, the alternative will be discontinued and the option of paragraph one will be instituted.

This ordinance shall take effect 30 days after its publication.

DATED:

Introduced by Councilman \_\_\_\_\_

Seconded by Councilman \_\_\_\_\_

Vote: Yes 4 No 0

Village of New Richland

by: \_\_\_\_\_

Mary Lou Weydert, Clerk



ORDINANCE NO. 05-01

AN ORDINANCE GRANTING AN EXTENSION TO CRYSTAL COMMUNICATIONS, INC. DBA HICKORYTECH, ITS SUCCESSORS AND ASSIGNS, TO ERECT, ENLARGE, OPERATE, REPAIR, AND MAINTAIN IN THE CITY OF NEW RICHLAND, MN, TRANSMISSION LINES OR CABLE NECESSARY FOR OPERATION OF A SYSTEM FOR RECEIVING AND DISTRIBUTING TELEVISION AND RADIO IMPULSES OR SIGNALS AND THE USE OF STREETS, ALLEYS AND PUBLIC GROUNDS OF THE CITY OF NEW RICHLAND FOR SUCH PURPOSES.

SECTION 1. Grant of Authority

That there be, and hereby is granted to HickoryTech, its successors and assigns, hereinafter referred to as "Company" after the passage and adoption of the Ordinance herein, the nonexclusive right and privilege of erecting, enlarging, operating, repairing and maintaining in, on, under, across and along public streets, alleys and public grounds of the City of New Richland including subsequent additions thereto, transmission lines or cables, including all necessary, usual or convenient poles, pole lines, wires, and all other fixtures and appurtenances necessary usual and convenient for use in connection therewith, in the operation of a system for the purpose of receiving, transmitting and distributing and furnishing television and radio impulses or signals.

This ordinance is intended to extend the Waseca Agreement to New Richland.

SECTION 2. Stipulation

The Company and the City of New Richland herein agree, to the extent applicable, to abide by those terms of the cable communications franchise ordinance of the City of Waseca as they may be amended which pertain to the following:

1. System wide channel capacity.

2. Standards for system installation, maintenance and operation.
3. Indemnification of the franchisor.
4. Liability insurance.
5. Abandonment of service.
6. Removal of equipment.
7. Termination or cancellation of franchise.
8. Rate change procedure.

SECTION 3. Subscriber Rates.

1. The Company shall give courteous, efficient and adequate service at reasonable rates. A reasonable rate shall be construed to be one which will, with efficient management normally yield, above all operating expenses and depreciation a fair return upon all money efficiently invested in the assets used by the Company in furnishing service within the City.

2. The Company is hereby authorized to collect from its subscribers any governmentally imposed copyright fee or royalty in equal amounts, the sum of which cannot exceed the total amount of such fee.

SECTION 4. Franchise Fee

During the term of this franchise granted hereunder, HickoryTech shall pay to the City of New Richland quarterly an amount equal to three percent (3%) of all basic service revenue derived from within the City of New Richland within thirty (30) days after the last month of the quarter. Service revenue shall include service charges, fees arising from the communications and transmittal of information of any nature including fees for fire or other protection, but shall not include monies received as installation charges, fees for reconnection, inspections, repairs, or modification of any installation for state and federal taxes relating thereto.

SECTION 5. Expiration Date

The expiration of the extension permit herein shall be coincident with that of the cable communications franchise awarded to the company by the City of Waseca, Provided that a change in the expiration date of the franchise for the City of Waseca by way of renewal or amendment of said franchise, shall automatically apply to the extension permit herein.

SECTION 6. Access Channels

Upon request, HickoryTech shall provide to each of its subscribers who receive some or all of the services offered on the system, reception on at least one specially designated access channel. The specially designated access channel may be used by local educational authorities and local government on a first-come, first served nondiscriminatory basis. During those hours that the specially designated access channel is not being used by the local educational authorities or local government, the franchisee shall lease time to commercial or noncommercial users on a first-come, first-served nondiscriminatory basis if the demand for that time arises. HickoryTech may also use this specially designated access channel for local origination during those hours when the channel is not in use by local educational authorities, local government of commercial or non-commercial users who have leased time. HickoryTech shall establish rules for the administration of the specially designated access channel.

SECTION 7. Other Ordinances

All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 8. Service Area

The Service Area shall be the area within the municipal boundaries of the City of New Richland, as such boundaries may be amended from time to time.

SECTION 9. Effective Date

This ordinance shall be effective upon its passage and publication in accordance with law.

Passed this 25th day of April, 2005 by the City Council of the City of New Richland.

Gary Johnson /s/

Mayor

Attest:

Clerk

**ORDINANCE 13-01**

**AN ORDINANCE AMENDING THE CABLE COMMUNICATIONS FRANCHISE  
ORDINANCE.**

WHEREAS, MIDCONTINENT COMMUNICATIONS ("Company") holds a cable communications franchise ("Franchise") for the construction and operation of a cable communications system within the City of New Richland ("Grantor"); and

WHEREAS, Grantor and Company have mutually agreed to extend the term of the Franchise by adopting this Ordinance Amendment ("Amendment") and to make such other changes as are mutually agreed upon herein.

NOW, THEREFORE, the City of New Richland hereby ordains:

1. The term of the Franchise is hereby amended to expire November 1, 2014, unless Grantor and Company have executed and adopted a new cable communications franchise prior to that date, in which case the Franchise shall expire and terminate concurrently with the effective date of said new franchise.
2. Except as expressly modified herein, all other terms and conditions of the Franchise shall remain in full force and effect. Neither party waives any rights it may have pursuant to applicable law.

3. This Amendment shall be effective upon its passage and publication in accordance with applicable law.

PASSED BY THE CITY COUNCIL OF THE CITY OF NEW RICHLAND, MINNESOTA THIS  
28th Day of October, 2013.

Mayor: Christine Gislason

Attest: Wayne Billing, City Clerk/Treasurer

**ORDINANCE 14-03**

**AN ORDINANCE AMENDING THE CABLE COMMUNICATIONS FRANCHISE  
ORDINANCE.**

WHEREAS, MIDCONTINENT COMMUNICATIONS ("Company") holds a cable communications franchise ("Franchise") for the construction and operation of a cable communications system within the City of New Richland, MN, ("Grantor"); and

WHEREAS, Grantor and Company have mutually agreed to extend the term of the Franchise by adopting this Ordinance Amendment ("Amendment") and to make such other changes as are mutually agreed upon herein.

NOW, THEREFORE, the City hereby ordains:

1. The term of the Franchise is hereby amended to expire ninety (90) days after the current expiration date of November 1, 2014, unless Grantor and Company have executed and adopted a new cable communications franchise prior to that date, in which case the Franchise shall expire and terminate concurrently with the effective date of said new franchise.
2. Except as expressly modified herein, all other terms and conditions of the Franchise shall remain in full force and effect. Neither party waives any rights it may have pursuant to applicable law.
3. This Amendment shall be effective upon its passage and publication in accordance with applicable law.

PASSED BY THE CITY COUNCIL OF THE CITY OF NEW RICHLAND, MINNESOTA THIS 8th  
Day of December, 2014.

Mayor: Christine Gislason

Attest: Wayne Billing, City Clerk/Treasurer



**ORDINANCE 15-01**

**AN ORDINANCE AMENDING THE CABLE COMMUNICATIONS FRANCHISE  
ORDINANCE.**

WHEREAS, MIDCONTINENT COMMUNICATIONS ("Company") holds a cable communications franchise ("Franchise") for the construction and operation of a cable communications system within the City of New Richland ("Grantor"); and

WHEREAS, Grantor and Company have mutually agreed to extend the term of the Franchise by adopting this Ordinance Amendment ("Amendment") and to make such other changes as are mutually agreed upon herein.

NOW, THEREFORE, the City of New Richland hereby ordains:

1. The term of the Franchise is hereby amended to expire ninety (90) days after the current expiration date of February 1, 2015, unless Grantor and Company have executed and adopted a new cable communications franchise prior to that date, in which case the Franchise shall expire and terminate concurrently with the effective date of said new franchise.
2. Except as expressly modified herein, all other terms and conditions of the Franchise shall remain in full force and effect. Neither party waives any rights it may have pursuant to applicable law.

3. This Amendment shall be effective upon its passage and publication in accordance with applicable law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NEW RICHLAND, MINNESOTA**  
**THIS 9th Day of March, 2015.**

Mayor: Christine Gislason

Attest: Wayne Billing, City Clerk/Treasurer