

AGENDA



4:30 P.M.

CITY COUNCIL MEETING

TUESDAY, MAY 24, 2022

NOTES:

- Public Forum: Comments are generally limited to 3 minutes.
- Consent Items: Items listed under Consent Items have been distributed to Council Members in advance for study and will be enacted by one motion. Any member of the Council, staff or the public may remove an item from the Consent Items for discussion. For additional information on pulling a Consent Item, please contact the City Clerk's Office staff, preferably in advance of the Call to Order. Items removed from the Consent Items may be acted upon before proceeding to the next agenda item.
- Meeting room is wheelchair accessible. American Disabilities Act (ADA) accommodations are available upon request. Please phone 928-282-3113 at least two (2) business days in advance.
- City Council Meeting Agenda Packets are available on the City's website at:

www.SedonaAZ.gov

THE MEETING CAN BE VIEWED LIVE ON THE CITY'S WEBSITE AT WWW.SEDONAAZ.GOV OR ON CABLE CHANNEL 4.

GUIDELINES FOR PUBLIC COMMENT

PURPOSE:

- To allow the public to provide input to the City Council on a particular subject scheduled on the agenda.
- This is not a question/answer session.

PROCEDURES:

- Fill out a "Comment Card" and deliver it to the City Clerk.
- When recognized, use the podium/microphone.
- State your:
 1. Name and
 2. City of Residence
- Limit comments to **3 MINUTES.**
- Submit written comments to the City Clerk.

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE/ROLL CALL

2. CITY'S VISION

3. CONSENT ITEMS - APPROVE

LINK TO DOCUMENT =

- Minutes - May 10, 2022 City Council Special Meeting-Executive Session.
- Minutes - May 10, 2022 City Council Regular Meeting.
- Minutes - May 11, 2022 City Council Special Meeting.
- AB 2819 Approval of the appointment of Judge Michael A. Shaw as Magistrate Pro Tem for the Sedona Magistrate Court.

4. APPOINTMENTS - None.

5. SUMMARY OF CURRENT EVENTS BY MAYOR/COUNCILORS/CITY MANAGER

6. PUBLIC FORUM (This is the time for the public to comment on matters not listed on the agenda. The City Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. § 38-431.01(H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism, or scheduling the matter for further consideration and decision at a later date.)

7. PROCLAMATIONS, RECOGNITIONS & AWARDS - None.

8. REGULAR BUSINESS

- AB 2806 Discussion/possible action regarding approval of a **Uniform Video Services License Agreement** with NPG Cable, LLC d/b/a Suddenlink Communications.
- AB 2759 Discussion/possible direction/action regarding proposed State legislation, short-term rental legislation and State budget and their potential impact on the City of Sedona.
- AB 2571 Discussion/possible direction regarding issues surrounding the COVID-19 pandemic and the City's response.
- Reports/discussion regarding Council assignments.
- Discussion regarding ideas for future meeting/agenda items.

9. EXECUTIVE SESSION

If an Executive Session is necessary, it will be held in the Vultee Conference Room at 106 Roadrunner Drive. Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purposes:

- To consult with legal counsel for advice on matters listed on this agenda per A.R.S. § 38-431.03(A)(3).
- Return to open session. Discussion/possible action on executive session items.

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

The mission of the City of Sedona government is to provide exemplary municipal services that are consistent with our values, history, culture and unique beauty.



Page 2, City Council Meeting Agenda Continued

10. ADJOURNMENT

Posted: 05/19/2022

By: DJ

JoAnne Cook, CMC,
City Clerk

Note: Pursuant to A.R.S. § 38-431.02 notice is hereby given to the members of the City Council and to the general public that the Council will hold the above open meeting. Members of the City Council will attend either in person or by telephone, video, or internet communications. The Council may vote to go into executive session on any agenda item, pursuant to A.R.S. § 38-431.03(A)(3) and (4) for discussion and consultation for legal advice with the City Attorney. Because various other commissions, committees and/or boards may speak at Council meetings, notice is also given that four or more members of these other City commissions, boards, or committees may be in attendance.

A copy of the packet with materials relating to the agenda items is typically available for review by the public in the Clerk's office after 1:00 p.m. the Thursday prior to the Council meeting and on the City's website at www.SedonaAZ.gov. The Council Chambers is accessible to people with disabilities, in compliance with the Federal 504 and ADA laws. Those with needs for special typeface print, may request these at the Clerk's Office. All requests should be made forty-eight hours prior to the meeting.

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

**Action Minutes
Special City Council Meeting
Vultee Conference Room, Sedona City Hall,
106 Roadrunner Drive, Sedona, Arizona
Tuesday, May 10, 2022, 3:00 p.m.**

1. Call to Order

Mayor Moriarty called the meeting to order at 3:00 p.m.

2. Roll Call

Council Present: Mayor Sandy Moriarty, Vice Mayor Scott Jablow, Councilor Kathy Kinsella, Councilor Tom Lamkin, Councilor Holli Ploog, Councilor Jon Thompson, and Councilor Jessica Williamson.

Staff in attendance: City Manager Karen Osburn, Deputy City Manager Joanne Keene, City Attorney Kurt Christianson, Deputy City Clerk Cherise Fullbright, and City Clerk JoAnne Cook.

3. Special Business

Motion: Councilor Kinsella moved to enter into Executive Session at 3:01 p.m. Seconded by Councilor Ploog. Vote: Motion carried unanimously with seven (7) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson, Williamson) and zero (0) opposed.

Kurt Christianson gave the admonition.

- a. **Discussion/consultation with the City Attorney to receive legal advice and to consider the City's position and instruct the City Attorney regarding pending litigation and settlement discussions in the matter of City of Sedona vs. Son Silver West, Case No. CV 2019-00022. This matter is brought in executive session pursuant to A.R.S. 38-431.03(A)(3) & (4).**

Council discussed the pending litigation and settlement with legal counsel.

Reconvened in open session at 3:45 p.m.

4. Adjournment

Mayor Moriarty adjourned the meeting at 3:45 p.m.

I certify that the above are the true and correct actions of the Special City Council Meeting held on May 10, 2022.

JoAnne Cook, CMC, City Clerk

Date

Action Minutes
Regular City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, May 10, 2022, 4:30 p.m.

1. Call to Order/Pledge of Allegiance/Moment of Silence/Roll Call

Mayor Moriarty called the meeting to order at 4:30 p.m.

Council Present: Mayor Sandy Moriarty, Vice Mayor Scott Jablow, Councilor Kathy Kinsella, Councilor Tom Lamkin, Councilor Holli Ploog, Councilor Jon Thompson, Councilor Jessica Williamson.

Staff Present: City Manager Karen Osburn, Deputy City Manager Joanne Keene, City Engineer/Assistant City Manager Andy Dickey, City Attorney Kurt Christianson, Arts Coordinator Nancy Lattanzi, Community Development Director Jess McNeely, Deputy City Clerk Cherise Fullbright, and City Clerk JoAnne Cook.

2. City's Vision/Moment of Art

The City's Vision video was played.

Nancy Lattanzi announced a new art exhibit featuring Robert Albrecht and wife Shirley's work is upcoming.

Nancy introduced Verde Valley Archaeology Center's Executive Director Ken Zoll. Ken gave a presentation on the Archaeology Center and artifacts from the local area and introduced the current exhibits; Meteoritics, Dyck Cliff Dwelling, and The Art of Paul Dyck Retrospective.

3. Consent Items

- a. **Minutes - April 26, 2022 City Council Special Meeting-Executive Session.**
- b. **Minutes - April 26, 2022 City Council Regular Meeting.**
- c. **Minutes - April 27, 2022 City Council Special Meeting.**
- d. **Approval of Sedona Historical Society Day Proclamation - May 14, 2022.**
- e. **Approval of National Preservation Month - May 2022.**
- f. **AB 2811 Approval of the "Abandonment of Existing Open Space Easement and Grant of New Open Space Easement" between ACM BLH Poco Diablo I Holdco LLC and the City of Sedona at 1752 State Route 179 (Poco Diablo) subject to Poco Diablo's execution of the Doodlebug Road Right of Way Warranty Deed.**
- g. **AB 2812 Approval of a construction contract with Summit Construction Company, LLC, in the approximate amount of \$139,700, for the Owenby Slope Pave Project.**

Mayor Moriarty advised that item 3f would be pulled.

Motion: Councilor Williamson moved to approve the consent agenda items 3a-3e, and 3g. Seconded by Vice Mayor Jablow. Vote: Motion carried unanimously with

seven (7) in favor (Moriarty, Jablow, Kinsella, Lamkin, Ploog, Thompson, Williamson) and zero (0) opposed.

Item 3f was pulled by Councilor Kinsella and a presentation from staff and the applicant was requested.

Presentation by Jess McNeely, Bentley Legacy Vice President/Partner Brooke Evans, Director of Landscape Architecture Timothy Starkey, PLA, APA, Poco Diablo General manager Toby Rau, and Andy Dickey.

Questions and comments from Council.

Opened to public at 5:34 p.m.

Daniel Rawlins, Sedona, spoke in support of the plan with no objections and expressed concern with the lack of communication regarding the project. Jenna Myers, Sedona, spoke in favor of beautifying the golf course with no objections and voiced concerns regarding noise with the wedding venue in the future and lack of communication regarding the project. Madeline Goldstock, Sedona, spoke in support of the upgrade of the property.

Brought back to Council at 5:41 p.m.

Questions and comments from Council.

Motion: Councilor Thompson moved to approve the consent agenda item 3f. Seconded by Councilor Williamson. Vote: Motion carried with five (5) in favor (Moriarty, Jablow, Lamkin, Thompson, Williamson) and two (2) opposed (Kinsella, Ploog). For the record, Councilor Kinsella opposed because she wanted to see an amendment in the Master Plan regarding a Temporary Use Permit (TUP) for the amplified music and language regarding a reduction in hardscapes in areas.

4. Appointments – None.

5. Summary of Current Events by Mayor/Councilors/City Manager

Councilor Jablow advised the free Red Dirt Concerts are every Friday in May from 4:30 - 6:30 p.m. at the Posse Grounds Pavilion. The online registration has opened for the Summer Camps for youth ages 2yrs.-highschool, visit SedonaAz.gov/Camps for registration and information. All are welcome to attend the free StoryTime in the Park, geared for ages 4-8 yrs., on Wednesdays at 10:00 a.m. at Sunset Park. The Parks and Recreation Organized Pickleball (POP) play schedule can be found on the city website at SedonaAZ.gov. Yappy Hour is Thursdays, 8:00-9:00 a.m. at the Posse Grounds Multi-use Field. Councilor Lamkin encouraged all to attend the Historical Society's 40th Year Celebration this Saturday, May 14th, from 11:00 a.m. – 3:00 p.m. Councilor Williamson advised the fire restrictions are currently in effect and urged all to be careful and to speak up if they observe something of concern. Councilor Thompson advised the Celebration of Community Philanthropy is taking place on Sunday, May 15th from 2:00-4:30 p.m. at the Sedona Performing Arts Center. The unveiling of two new statutes is taking place tomorrow morning at 11:00 a.m. at the Jack Jamesen Memorial Park.

6. Public Forum – None.

7. Proclamations, Recognitions & Awards

a. Presentation of Sedona Historical Society Day Proclamation- May 2022.

Mayor Moriarty read the proclamation and presented it to the Sedona Historical Society President Janeen Trevillyan. Janeen thanked the Mayor and Council for their support of the proclamation on behalf of all their members. She welcomed all to attend the 40 Years of Preserving History and 40 Years of Making History Celebration this Saturday starting at 11:00 a.m. – 3:00 p.m. The event will include a free day at the Museum, a ribbon cutting for the Cowboy Exhibit, at 11:00 a.m. Historian Clancey Sage will give a 30 Years of History in 30 Minutes presentation, at 2:00 p.m. a pioneer reenactment show will take place. There will be food at the event and two award winning chuck wagon cooks will be making Dutch oven biscuits all day.

8. Regular Business

a. AB 2669 Presentation/discussion by Arizona Public Service (APS) regarding their fire mitigation efforts and summer readiness program.

Presentation by the APS Northern Arizona Division Director Makenzie Rodgers.

Questions and comments from Council.

b. AB 2759 Discussion/possible direction/action regarding proposed State legislation, short-term rental legislation and State budget and their potential impact on the City of Sedona.

Presentation by Joanne Keene, Legislative Advocates Paul Senseman, and Todd Baughman of Policy Development Group.

Discussion/presentation only, no direction given.

Break at 7:16 p.m. Reconvened at 7:35 p.m.

c. AB 2803 Discussion/possible direction regarding the League of Arizona Cities and Towns' policy meeting update.

Presentation by Councilor Thompson.

d. AB 2571 Discussion/possible direction regarding issues surrounding the COVID-19 pandemic and the City's response.

No discussion or direction.

e. Reports/discussion regarding Council assignments

Councilor Thompson said that the Northern Arizona Council of Governments (NACOG) is making improvements with their hiring and that Sedona was recognized for the Hope House and Transit. Councilor Kinsella informed Council that the Sedona PD Public Safety Personnel Retirement System (PSPRS) Local Board will be reviewing the annual Actuarial Report during their upcoming meeting.

f. Discussion regarding ideas for future meeting/agenda items.

None.

Executive Session

Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purposes:

- a. To consult with legal counsel for advice on matters listed on this agenda per A.R.S. § 38-431.03(A)(3).
- b. Return to open session. Discussion/possible action on executive session items.

No Executive Session was held.

f. Adjournment

Mayor Moriarty adjourned the meeting at 7:46 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on May 10, 2022.

JoAnne Cook, CMC, City Clerk

Date

Action Minutes
Special City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Wednesday, May 11, 2022, 2:00 p.m.

1. Call to Order

Mayor Moriarty called the meeting to order at 2:00 p.m.

2. Roll Call

Roll Call: Mayor Sandy Moriarty, Vice Mayor Scott Jablow, Councilor Kathy Kinsella, Councilor Tom Lamkin, Councilor Holli Ploog, Councilor Jon Thompson, Councilor Jessica Williamson.

Staff in attendance: City Manager Karen Osburn, Deputy City Manager Joanne Keene, City Attorney Kurt Christianson, Assistant City Manager/Director of Public Works/City Engineer Andy Dickey, Transit Administrator Robert Weber, Associate Engineer Bob Welch, Associate Engineer Stephen Craver, Sustainability Manager Alicia Peck, Sustainability Coordinator Bryce Beck, City Clerk JoAnne Cook, Deputy City Clerk Cherise Fullbright.

3. Special Business

a. AB 2378 Discussion/possible direction regarding the Sedona in Motion transportation program.

Presentation by Andrew Baird with Kimley-Horn and Associates, Inc., Andy Dickey, Stephen Craver, Robert Weber, Bryce Beck, Joanne Keene & Karen Osburn.

Questions and comments from Council.

Break at 4:00 p.m. Reconvened at 4:10 p.m.

Additional questions and comments from Council.

Opened to the public at 5:26 p.m.

The following spoke regarding this item: Darol Jurn, Sedona, Brian Fultz, Sedona, Gail Digate, Sedona, Karen Strauch, Sedona, James Digate, Sedona, Mark TenBroek, Sedona.

Brought back to Council at 5:45 p.m.

Additional questions and comments from Council.

By majority consensus, Council agreed that an official name for the “mobility hub” should be decided upon at a future meeting and expressed support for the Dry Creek Phase 2 Shared Use Path near the library, but would like to review additional information during the budget meetings.

b. Discussion/possible action regarding future meeting/agenda items.

None.

4. Executive Session

Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purposes:

- a. To consult with legal counsel for advice on matters listed on this agenda per A.R.S. § 38-431.03(A)(3).
- b. Return to open session. Discussion/possible action on executive session items.

None.

5. Adjournment

Mayor Moriarty adjourned the meeting at 6:16 p.m.

I certify that the above are the true and correct actions of the Special City Council Meeting held on May 11, 2022.

Cherise Fullbright, Deputy City Clerk

Date



CITY COUNCIL
AGENDA BILL

AB 2819
May 24, 2022
Consent Items

Agenda Item: 3d
Proposed Action & Subject: Approval of the appointment of Judge Michael A. Shaw as Magistrate Pro Tem for the Sedona Magistrate Court.

Table with 2 columns: Label (Department, Time to Present, Total Time for Item, Other Council Meetings, Exhibits) and Value (Magistrate Court, N/A, N/A, None).

Table with 2 columns: City Attorney Approval, City Manager's Recommendation, Expenditure Required, Amount Budgeted. Includes details like 'Reviewed 05/16/22 KWC', '\$ 5,000', and 'Account No. 10-5520-01-6011'.

SUMMARY STATEMENT

Background: A Pro-Tem Judge is a judge who serves on an on-call basis when the Presiding Judge is not available due to illness, training, vacation, or when it is necessary for the Presiding Judge to recuse himself due to a conflict of interest.

Judge Michael A. Shaw is a person of high integrity with a wealth of legal and judicial experience. Michael A. Shaw has been a practicing attorney in the Verde Valley for nearly 20 years and has served as Assistant Magistrate for the Camp Verde Municipal Court for the past 5 years.

Climate Action Plan/Sustainability Consistent: [] Yes - [] No - [x] Not Applicable

Board/Commission Recommendation: [] Applicable - [x] Not Applicable

Alternative(s): N/A

MOTION

I move to: approve the appointment of Judge Michael A. Shaw as Magistrate Pro-Tem Judge for the Sedona Magistrate Court for a two-year term.



**CITY COUNCIL
AGENDA BILL**

**AB 2806
May 24, 2022
Regular Business**

Agenda Item: 8a

Proposed Action & Subject: Discussion/possible action regarding approval of a Uniform Video Service License Agreement with NPG Cable, LLC d/b/a Suddenlink Communications.

Department City Attorney

Time to Present 10 Minutes

Total Time for Item 60 Minutes

Other Council Meetings June 25, 2019

Exhibits

- A. Current NPG Cable License Agreement (2007)
- B. SB 1140 (2018)
- C. NPG Application and Uniform Video Service License Agreement

City Attorney Approval	Reviewed 05/16/22 KWC	Expenditure Required	
		\$ N/A	
City Manager's Recommendation	Approve the Uniform Video Services License Agreement with NPG Cable, LLC d/b/a Suddenlink Communications.	Amount Budgeted	
		\$ N/A	
		Account No. (Description)	
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background:

Historically, cities and towns were able to regulate utility providers' use of City right-of-way and able to negotiate individual franchise agreements with utility providers. Approval of some franchise agreements even required voter approval, public notice and public hearings. This is no longer the case for video service providers like NPG Cable, LLC d/b/a Suddenlink.

In 2018, the Arizona legislature adopted a law amending Arizona Revised Statutes (A.R.S.) Title 9, by adding Chapter 14 related to video service providers that establishes a new licensing system for use of public rights-of-way to provide video services. A copy of the law, Senate Bill 1140 is attached as **Exhibit A**. The primary goal of the law was to require the same video service license agreement terms across municipal boundaries. The law did not repeal existing laws but established the licensing of video service providers and the regulation

and use of video service as matters of statewide concern, thereby preempting further regulation by a local government. Among the many changes, Cities were required to adopt a standard uniform video service license agreement, and application and affidavit for uniform video service license agreement, on or before July 1, 2019. The League of Arizona Cities and Towns worked with industry stakeholders and a group of Arizona municipalities to develop the Uniform Video Service License Agreement and application as prescribed by State Law. The Sedona City Council adopted the Uniform Video Service License Agreement by Resolution 2019-12 on June 25, 2019, to comply with the new law.

The City's current cable service agreement with NPG Cable, LLC d/b/a Suddenlink Communications was entered into in June 2007 and is set to expire on June 11, 2022. The current cable service agreement is attached as **Exhibit B** and includes the two prior Council approvals for transfer of control and the original 1992 agreement. The City received Suddenlink's Application and signed Uniform Video Service Agreement on Thursday May 12, 2022. It is attached as **Exhibit C**. Per A.R.S. 9-1414, the City has 15 days to determine whether the application is complete and to notify Suddenlink of any deficiencies.

The new uniform license agreement does not contain many terms that are part of the current City-negotiated license agreement including, penalties, insurance, reports, investments, and line-extension requirements because they are no longer allowed to per state law. The City's management of the rights-of-ways (through right-of-way permits) and revenues associated with this type of use will be preserved (both the current agreement and the new uniform license agreement charge a 5% fee on gross revenues). Similarly, in the past, the City has charged a \$5,000 renewal application fee pursuant to SCC 5.15.090, but per A.R.S. 9-1415 is prohibited from requiring any application or license fee, tax or charge.

Per A.R.S. 9-1415, the City has 45 days from receipt of the application to issue a uniform video service license to the applicant in the form adopted by the City. If the City does not notify the applicant about any deficiencies in uniform video service license agreement or issue the agreement within 45 days, the license agreement is considered complete by law and issued to the applicant in the form submitted in the application.

Staff is reviewing the application and license agreement for completeness and accuracy and will notify Council of any issues discovered prior to Council meeting. Assuming no deficiencies are discovered, Staff recommends approving the Uniform Video Services License Agreement with Suddenlink allowing Suddenlink to continue to provide residents cable TV and internet services.

Community Plan Consistent: Yes - No - Not Applicable

Climate Action Plan/Sustainability Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): N/A

MOTION

I move to: approve the Uniform Video Services License Agreement with NPG Cable, LLC d/b/a Suddenlink Communications.

State of Arizona
Senate
Fifty-third Legislature
Second Regular Session
2018

CHAPTER 331
SENATE BILL 1140

AN ACT

AMENDING TITLE 9, ARIZONA REVISED STATUTES, BY ADDING CHAPTER 13; AMENDING SECTION 41-1092.01, ARIZONA REVISED STATUTES; RELATING TO VIDEO AND CABLE SERVICE PROVIDERS.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Title 9, Arizona Revised Statutes, is amended by adding
3 chapter 13, to read:

4 CHAPTER 13

5 VIDEO SERVICE

6 ARTICLE 1. GENERAL PROVISIONS

7 9-1401. Definitions

8 IN THIS CHAPTER, UNLESS THE CONTEXT OTHERWISE REQUIRES:

9 1. "AFFILIATE" MEANS A PERSON THAT DIRECTLY OR INDIRECTLY, THROUGH
10 ONE OR MORE INTERMEDIARIES, CONTROLS, IS CONTROLLED BY OR IS UNDER COMMON
11 CONTROL WITH A VIDEO SERVICE PROVIDER.

12 2. "AGREEMENT" MEANS ANY AGREEMENT OR CONTRACT.

13 3. "BOUNDARIES OF A LOCAL GOVERNMENT" OR "BOUNDARIES" MEANS:

14 (a) FOR A CITY OR TOWN, ALL OF THE AREA WITHIN THE CORPORATE LIMITS
15 OF THE CITY OR TOWN.

16 (b) FOR A COUNTY, ALL OF THE AREA OF THE COUNTY THAT IS NOT WITHIN
17 THE CORPORATE LIMITS OF ANY CITY OR TOWN, INCLUDING UNINCORPORATED
18 TERRITORY THAT IS SURROUNDED ON ALL SIDES BY A COMBINATION OF ONE OR MORE
19 CITIES, TOWNS OR INDIAN RESERVATIONS.

20 4. "CABLE OPERATOR" HAS THE SAME MEANING PRESCRIBED IN 47 UNITED
21 STATES CODE SECTION 522.

22 5. "CABLE SERVICE" HAS THE SAME MEANING PRESCRIBED IN 47 UNITED
23 STATES CODE SECTION 522.

24 6. "CABLE SYSTEM" HAS THE SAME MEANING PRESCRIBED IN 47 UNITED
25 STATES CODE SECTION 522.

26 7. "COMMERCIAL MOBILE SERVICE PROVIDER" MEANS A PERSON THAT
27 PROVIDES COMMERCIAL MOBILE SERVICE AS DEFINED IN 47 UNITED STATES CODE
28 SECTION 332(d) OR COMMERCIAL MOBILE RADIO SERVICE AS DESCRIBED IN 47 CODE
29 OF FEDERAL REGULATIONS SECTION 20.9.

30 8. "DAY" MEANS A CALENDAR DAY, EXCEPT A SATURDAY OR SUNDAY OR A
31 HOLIDAY PRESCRIBED IN SECTION 1-301.

32 9. "GROSS REVENUE":

33 (a) MEANS ALL CASH, CREDITS, PROPERTY OF ANY KIND OR NATURE OR
34 OTHER CONSIDERATION THAT IS RECEIVED DIRECTLY OR INDIRECTLY BY A VIDEO
35 SERVICE PROVIDER, ITS AFFILIATES, OR ANY PERSON, FIRM OR CORPORATION IN
36 WHICH THE VIDEO SERVICE PROVIDER HAS A FINANCIAL INTEREST OR THAT HAS A
37 FINANCIAL INTEREST IN THE VIDEO SERVICE PROVIDER AND THAT IS DERIVED FROM
38 THE VIDEO SERVICE PROVIDER'S OPERATION OF ITS VIDEO SERVICE NETWORK TO
39 PROVIDE VIDEO SERVICE IN THE SERVICE AREA.

40 (b) INCLUDES ALL REVENUE FROM CHARGES FOR VIDEO SERVICE TO
41 SUBSCRIBERS AND ALL CHARGES FOR INSTALLATION, REMOVAL, CONNECTION OR
42 REINSTATEMENT OF EQUIPMENT NECESSARY FOR A SUBSCRIBER TO RECEIVE VIDEO
43 SERVICE AND ANY OTHER RECEIPTS FROM SUBSCRIBERS DERIVED FROM THE VIDEO
44 SERVICE PROVIDER'S OPERATION OF THE VIDEO SERVICE NETWORK TO PROVIDE VIDEO
45 SERVICE, INCLUDING RECEIPTS FROM FORFEITED DEPOSITS, SALE OR RENTAL OF

1 EQUIPMENT TO PROVIDE VIDEO SERVICE, LATE CHARGES, INTEREST AND SALE OF
2 PROGRAM GUIDES.

3 (c) DOES NOT INCLUDE:

4 (i) ANY REVENUE NOT RECEIVED, EVEN IF BILLED, SUCH AS BAD DEBT NET
5 OF ANY RECOVERIES OF BAD DEBT OR ANY REFUNDS, CREDITS, ALLOWANCES OR
6 DISCOUNTS TO SUBSCRIBERS TO THE EXTENT THAT THE REFUND, REBATE, CREDIT,
7 ALLOWANCE OR DISCOUNT IS ATTRIBUTED TO VIDEO SERVICE.

8 (ii) REVENUE FROM COMMERCIAL ADVERTISING ON THE VIDEO SERVICE
9 NETWORK, THE USE OR LEASE OF STUDIO FACILITIES OF THE VIDEO SERVICE
10 NETWORK, INTERNET ACCESS SERVICE, THE USE OR LEASE OF ITS FACILITIES
11 LOCATED IN THE HIGHWAYS, THE USE OR LEASE OF LEASED ACCESS CHANNELS OR
12 BANDWIDTH, THE USE OR LEASE OF TOWERS, THE PRODUCTION OF VIDEO PROGRAMMING
13 BY THE VIDEO SERVICE PROVIDER, THE SALE, EXCHANGE, USE OR CABLECAST OF ANY
14 PROGRAMMING BY THE VIDEO SERVICE PROVIDER IN THE SERVICE AREA, SALES TO
15 THE VIDEO SERVICE PROVIDER'S SUBSCRIBERS BY PROGRAMMERS OF HOME SHOPPING
16 SERVICES, REIMBURSEMENTS PAID BY PROGRAMMERS FOR LAUNCH FEES OR MARKETING
17 EXPENSES, LICENSE FEES, TAXES OR OTHER FEES OR CHARGES THAT THE VIDEO
18 SERVICE PROVIDER COLLECTS AND PAYS TO ANY GOVERNMENTAL AUTHORITY, ANY
19 INCREASE IN THE VALUE OF ANY STOCK, SECURITY OR ASSET, OR ANY DIVIDENDS OR
20 OTHER DISTRIBUTIONS MADE FROM ANY STOCK OR SECURITIES.

21 10. "HIGHWAY" MEANS ALL ROADS, STREETS AND ALLEYS AND OTHER
22 DEDICATED PUBLIC RIGHTS-OF-WAY THAT ARE OPERATED AND MAINTAINED BY A LOCAL
23 GOVERNMENT.

24 11. "HOLDER" MEANS A VIDEO SERVICE PROVIDER THAT HAS BEEN ISSUED A
25 UNIFORM VIDEO SERVICE LICENSE PURSUANT TO THIS CHAPTER.

26 12. "HOLDOVER CABLE OPERATOR" MEANS AN INCUMBENT CABLE OPERATOR
27 THAT ELECTS UNDER SECTIONS 9-1412 AND 9-1413 TO CONTINUE TO OPERATE WITHIN
28 ITS SERVICE AREA PURSUANT TO ITS LOCAL LICENSE.

29 13. "INCUMBENT CABLE OPERATOR" MEANS A CABLE OPERATOR OR OTHER
30 VIDEO SERVICE PROVIDER THAT ON DECEMBER 31, 2019 IS PROVIDING VIDEO
31 SERVICE IN THIS STATE PURSUANT TO A LOCAL LICENSE.

32 14. "INFORMATION SERVICE" HAS THE SAME MEANING PRESCRIBED IN 47
33 UNITED STATES CODE SECTION 153.

34 15. "INTERACTIVE COMPUTER SERVICE" HAS THE SAME MEANING PRESCRIBED
35 IN 47 UNITED STATES CODE SECTION 230(f).

36 16. "LICENSE" MEANS A FRANCHISE AS DEFINED IN 47 UNITED STATES CODE
37 SECTION 522.

38 17. "LICENSE FEE" MEANS A LICENSE FEE IMPOSED BY A LOCAL GOVERNMENT
39 ON A VIDEO SERVICE PROVIDER FOR USING THE HIGHWAYS TO PROVIDE AND FOR THE
40 PRIVILEGE OF PROVIDING VIDEO SERVICE.

41 18. "LOCAL GOVERNMENT" MEANS ANY CITY, INCLUDING A CHARTER CITY,
42 TOWN OR COUNTY.

43 19. "LOCAL LAW" MEANS ANY CHARTER, CODE, ORDINANCE, RESOLUTION,
44 REGULATION OR OTHER LAW OF A LOCAL GOVERNMENT.

1 20. "LOCAL LICENSE" MEANS ANY LICENSE, AGREEMENT, PERMIT OR SIMILAR
2 AUTHORIZATION THAT MEETS ALL OF THE FOLLOWING:

3 (a) ALLOWS A PERSON TO CONSTRUCT OR OPERATE A VIDEO SERVICE NETWORK
4 WITHIN THE BOUNDARIES OF A LOCAL GOVERNMENT.

5 (b) IS ISSUED, GRANTED, APPROVED, EXTENDED OR RENEWED BY THE LOCAL
6 GOVERNMENT BEFORE JANUARY 1, 2020 PURSUANT TO THE AUTHORITY OF ANY
7 FEDERAL, STATE OR LOCAL LAW IN EFFECT AT THE TIME OF THE ISSUANCE, GRANT,
8 APPROVAL, EXTENSION OR RENEWAL.

9 (c) IS EFFECTIVE UNDER FEDERAL, STATE OR LOCAL LAW ON DECEMBER 31,
10 2019 FOR THE PERSON TO CONTINUE TO CONSTRUCT OR OPERATE A VIDEO SERVICE
11 NETWORK WITHIN THE BOUNDARIES OF A LOCAL GOVERNMENT.

12 21. "MULTICHANNEL VIDEO PROGRAMMING DISTRIBUTOR" HAS THE SAME
13 MEANING PRESCRIBED IN 47 UNITED STATES CODE SECTION 522.

14 22. "SERVICE AREA" MEANS THAT PART OF THE BOUNDARIES OF A LOCAL
15 GOVERNMENT WITHIN WHICH A VIDEO SERVICE PROVIDER IS AUTHORIZED TO PROVIDE
16 VIDEO SERVICE PURSUANT TO A UNIFORM VIDEO SERVICE LICENSE OR A LOCAL
17 LICENSE.

18 23. "SUBSCRIBER" MEANS ANY PERSON IN THIS STATE THAT PURCHASES
19 VIDEO SERVICE. SUBSCRIBER DOES NOT INCLUDE ANY PERSON THAT PURCHASES
20 VIDEO SERVICE FOR RESALE AND THAT, ON RESALE, IS REQUIRED TO PAY A LICENSE
21 FEE PURSUANT TO THIS CHAPTER OR THE TERMS OF A LOCAL LICENSE.

22 24. "TELECOMMUNICATIONS":

23 (a) MEANS THE TRANSMISSION, BETWEEN OR AMONG POINTS SPECIFIED BY
24 THE USER, OF INFORMATION OF THE USER'S CHOOSING, WITHOUT CHANGE IN THE
25 FORM OR CONTENT OF THE INFORMATION SENT AND RECEIVED, REGARDLESS OF THE
26 FACILITIES, EQUIPMENT OR TECHNOLOGY USED.

27 (b) DOES NOT INCLUDE COMMERCIAL MOBILE RADIO SERVICE, PAY PHONE
28 SERVICE, INTERSTATE SERVICE OR CABLE SERVICE.

29 25. "TELECOMMUNICATIONS PROVIDER" MEANS A PERSON THAT IS REQUIRED
30 TO OBTAIN FROM THE CORPORATION COMMISSION A CERTIFICATE OF PUBLIC
31 CONVENIENCE AND NECESSITY TO PROVIDE TELECOMMUNICATIONS SERVICE.

32 26. "TELECOMMUNICATIONS SERVICE" MEANS THE OFFERING OF
33 TELECOMMUNICATIONS FOR A FEE DIRECTLY TO THE PUBLIC, OR TO SUCH USERS AS
34 TO BE EFFECTIVELY AVAILABLE DIRECTLY TO THE PUBLIC, REGARDLESS OF THE
35 EQUIPMENT, FACILITIES OR TECHNOLOGY USED.

36 27. "UNIFORM VIDEO SERVICE LICENSE" MEANS A LICENSE THAT IS ISSUED
37 BY A LOCAL GOVERNMENT IN THE FORM OF A UNIFORM VIDEO SERVICE LICENSE
38 AGREEMENT AS ADOPTED PURSUANT TO SECTION 9-1411.

39 28. "VIDEO SERVICE":

40 (a) MEANS THE PROVISION OF MULTICHANNEL VIDEO PROGRAMMING GENERALLY
41 CONSIDERED COMPARABLE TO VIDEO PROGRAMMING DELIVERED BY A TELEVISION
42 BROADCAST STATION, VIDEO SERVICE OR OTHER DIGITAL TELEVISION SERVICE,
43 WHETHER PROVIDED AS PART OF A TIER, ON DEMAND OR ON A PER-CHANNEL BASIS,
44 WITHOUT REGARD TO THE TECHNOLOGY USED TO DELIVER THE VIDEO SERVICE,
45 INCLUDING INTERNET PROTOCOL TECHNOLOGY OR ANY SUCCESSOR TECHNOLOGY.

1 (b) INCLUDES CABLE SERVICE.
2 (c) DOES NOT INCLUDE ANY OF THE FOLLOWING:
3 (i) VIDEO PROGRAMMING PROVIDED SOLELY AS PART OF, AND THROUGH, A
4 SERVICE THAT ENABLES USERS TO ACCESS CONTENT, INFORMATION, E-MAIL,
5 MESSAGING OR OTHER SERVICES THAT ARE OFFERED VIA THE PUBLIC INTERNET.
6 (ii) DIRECT BROADCAST SATELLITE SERVICE.
7 (iii) WIRELESS MULTICHANNEL VIDEO PROGRAMMING THAT IS PROVIDED BY A
8 COMMERCIAL MOBILE SERVICE PROVIDER.
9 29. "VIDEO SERVICE NETWORK":
10 (a) MEANS A WIRELINE NETWORK, OR ANY COMPONENT OF A WIRELINE
11 NETWORK, THAT IS LOCATED IN THIS STATE, CONSTRUCTED IN WHOLE OR IN PART
12 IN, ON, UNDER OR OVER ANY HIGHWAY AND USED TO PROVIDE VIDEO SERVICE.
13 (b) INCLUDES A CABLE SYSTEM.
14 30. "VIDEO SERVICE PROVIDER":
15 (a) MEANS ANY PERSON THAT PROVIDES OR OFFERS TO PROVIDE VIDEO
16 SERVICE OVER A VIDEO SERVICE NETWORK TO SUBSCRIBERS IN THIS STATE.
17 (b) INCLUDES AN INCUMBENT CABLE OPERATOR THAT ELECTED PURSUANT TO
18 SECTIONS 9-1412 AND 9-1413 TO TERMINATE ITS LOCAL LICENSE AND A
19 MULTICHANNEL VIDEO PROGRAMMING DISTRIBUTOR.
20 (c) DOES NOT INCLUDE A HOLDOVER CABLE OPERATOR.
21 9-1402. State preemption; uniform regulation and licensing
22 A. THE LICENSING OF VIDEO SERVICE PROVIDERS AND THE REGULATION AND
23 USE OF VIDEO SERVICE ARE MATTERS OF STATEWIDE CONCERN. EXCEPT AS PROVIDED
24 IN THIS CHAPTER, THE LICENSING OF VIDEO SERVICE PROVIDERS AND THE
25 REGULATION AND USE OF VIDEO SERVICE ARE NOT SUBJECT TO FURTHER REGULATION
26 BY A LOCAL GOVERNMENT. THE REGULATION OF VIDEO SERVICE PURSUANT TO THIS
27 CHAPTER, INCLUDING APPLICATION TO THE LOCAL LICENSES OF INCUMBENT CABLE
28 OPERATORS, IS REASONABLE AND NECESSARY TO PROMOTE ALL OF THE FOLLOWING:
29 1. PROVISION OF COMPETITIVE VIDEO, TELECOMMUNICATIONS AND
30 INFORMATION SERVICE THROUGHOUT THIS STATE.
31 2. MORE UNIFORM REGULATION OF COMPETITIVE VIDEO SERVICE THROUGHOUT
32 THIS STATE.
33 3. STREAMLINED LICENSING BY LOCAL GOVERNMENTS AND MORE UNIFORM
34 TERMS AND CONDITIONS FOR VIDEO SERVICE PROVIDERS THAT USE HIGHWAYS TO
35 PROVIDE VIDEO AND OTHER SERVICES OVER VIDEO SERVICE NETWORKS.
36 4. CONTINUED MANAGEMENT BY LOCAL GOVERNMENTS OF USE OF THEIR
37 HIGHWAYS WITH REASONABLE BURDENS ON CONSTRUCTION AND MAINTENANCE ACROSS
38 BOUNDARIES BETWEEN LOCAL GOVERNMENTS FOR VIDEO SERVICE PROVIDERS TO USE
39 HIGHWAYS TO PROVIDE VIDEO AND OTHER SERVICES OVER VIDEO SERVICE NETWORKS.
40 5. CONTINUED LEVYING OF LICENSE FEES BY LOCAL GOVERNMENTS ON
41 SUBSCRIBER SERVICE REVENUES DERIVED FROM OPERATING VIDEO SERVICE NETWORKS
42 TO PROVIDE VIDEO SERVICE.
43 6. SUPPORT FOR FEDERAL SUBSCRIBER SERVICE STANDARDS.
44 B. TO THE FULLEST EXTENT ALLOWED BY FEDERAL LAW, THIS CHAPTER
45 OCCUPIES THE ENTIRE FIELD OF LICENSING AND REGULATION OF VIDEO SERVICE.

1 C. EXCEPT AS OTHERWISE PROVIDED IN THIS CHAPTER, FROM AND AFTER
2 DECEMBER 31, 2019 THIS CHAPTER PREEMPTS AND LIMITS THE ABILITY OF A LOCAL
3 GOVERNMENT TO REGULATE OR ENFORCE ALL OF THE FOLLOWING:

4 1. THE APPLICATION OF CHAPTER 5, ARTICLE 1.1 OF THIS TITLE TO VIDEO
5 SERVICE PROVIDERS.

6 2. ANY LOCAL LAW AND ANY AGREEMENT WITH A LOCAL GOVERNMENT THAT
7 DOES ANY OF THE FOLLOWING:

8 (a) REQUIRES A PERSON OTHER THAN A HOLDOVER CABLE OPERATOR TO
9 OBTAIN OR HOLD FROM A LOCAL GOVERNMENT ANY LICENSE, PERMIT OR SIMILAR
10 AUTHORIZATION THAT IS A PREREQUISITE TO PROVIDING VIDEO SERVICE OR TO
11 CONSTRUCTING, MAINTAINING OR USING THE HIGHWAYS TO OPERATE A VIDEO SERVICE
12 NETWORK IN THE HIGHWAYS WITHIN ITS BOUNDARIES.

13 (b) REGULATES THE PROVISION OF VIDEO SERVICE OR THE CONSTRUCTION OR
14 OPERATION OF A VIDEO SERVICE NETWORK IF THE LOCAL LAW DOES NOT CONFORM TO
15 THIS CHAPTER.

16 (c) IMPOSES ON A VIDEO SERVICE PROVIDER ANY REQUIREMENT THAT IS
17 RELATED TO INFRASTRUCTURE, FACILITIES OR DEPLOYMENT OF EQUIPMENT THAT DOES
18 NOT CONFORM TO THIS CHAPTER, INCLUDING OFFICE LOCATION, INSTITUTIONAL
19 NETWORK, BUILD-OUT, LINE EXTENSION, INVESTMENT OR OTHER OPERATIONAL
20 REQUIREMENTS THAT ARE NOT DIRECTLY RELATED TO THE LOCAL GOVERNMENT'S
21 MANAGEMENT OF THE HIGHWAYS.

22 (d) REQUIRES A VIDEO SERVICE PROVIDER TO OBTAIN A LICENSE OR OTHER
23 AUTHORIZATION FROM THE LOCAL GOVERNMENT TO PROVIDE TELECOMMUNICATIONS
24 SERVICE, INFORMATION SERVICE, INTERACTIVE COMPUTER SERVICE OR OTHER
25 SERVICE IF THE VIDEO SERVICE PROVIDER USES ITS VIDEO SERVICE NETWORK
26 WITHIN THE BOUNDARIES OF THE LOCAL GOVERNMENT TO PROVIDE THE SERVICE.

27 (e) REQUIRES A VIDEO SERVICE PROVIDER TO PAY TO LOCATE IN DUCTS OR
28 CONDUITS OR ON POLES OWNED BY THE LOCAL GOVERNMENT IF THE LOCAL GOVERNMENT
29 REQUIRES INSTALLATION IN THE DUCTS OR CONDUITS OR ON THE POLES.

30 9-1403. Limited application

31 THIS CHAPTER DOES NOT:

32 1. PREVENT A TELECOMMUNICATIONS PROVIDER FROM EXERCISING ANY RIGHTS
33 OR AUTHORITY THAT THE TELECOMMUNICATIONS PROVIDER HAS AS A PUBLIC UTILITY
34 UNDER FEDERAL OR STATE LAW.

35 2. AFFECT ANY AUTHORITY OF A LOCAL GOVERNMENT, AN AGRICULTURAL
36 IMPROVEMENT DISTRICT, ANY SPECIAL TAXING DISTRICT OR ANY OTHER PERSON THAT
37 CONTROLS UTILITY POLES ON THE HIGHWAYS TO DENY, LIMIT, RESTRICT OR
38 DETERMINE THE RATES, TERMS AND CONDITIONS FOR THE USE OF OR ATTACHMENT BY
39 A VIDEO SERVICE PROVIDER TO UTILITY OR OTHER POLES OWNED BY THE LOCAL
40 GOVERNMENT OR OTHER PERSON. FOR THE PURPOSES OF THIS PARAGRAPH,
41 "AUTHORITY OF A LOCAL GOVERNMENT" INCLUDES POLICE POWERS.

42 3. VEST IN THE CORPORATION COMMISSION ANY AUTHORITY OR JURISDICTION
43 OVER VIDEO SERVICE, VIDEO SERVICE PROVIDERS OR VIDEO SERVICE NETWORKS OR
44 OVER THE RATES, TERMS AND CONDITIONS OF POLE ATTACHMENTS UNDER 47 UNITED
45 STATES CODE SECTION 224.

1 9. A REQUIREMENT THAT THE VIDEO SERVICE PROVIDER AGREES TO COMPLY
2 WITH ALL GENERALLY APPLICABLE, NONDISCRIMINATORY LOCAL LAWS, INCLUDING
3 HIGHWAY USE, MAPPING, INSURANCE, PERFORMANCE BONDS, SECURITY FUND,
4 INDEMNIFICATION OR SIMILAR REQUIREMENTS THAT APPLY TO THE USE AND
5 OCCUPATION OF ANY HIGHWAY AND THAT CONFORM TO THIS CHAPTER.

6 10. A REQUIREMENT THAT THE VIDEO SERVICE PROVIDER COMPLY WITH THE
7 PUBLIC, EDUCATION AND GOVERNMENT PROGRAMMING REQUIREMENTS OF THIS CHAPTER.

8 11. A REQUIREMENT THAT THE VIDEO SERVICE PROVIDER COMPLY WITH ALL
9 CUSTOMER SERVICE RULES OF THE FEDERAL COMMUNICATIONS COMMISSION UNDER 47
10 CODE OF FEDERAL REGULATIONS SECTION 76.309(c) APPLICABLE TO CABLE
11 OPERATORS.

12 12. A REQUIREMENT THAT THE VIDEO SERVICE PROVIDER COMPLY WITH THE
13 CONSUMER PRIVACY REQUIREMENTS OF 47 UNITED STATES CODE SECTION 551
14 APPLICABLE TO CABLE OPERATORS.

15 13. A GRANT OF AUTHORITY BY THE LOCAL GOVERNMENT TO PROVIDE VIDEO
16 SERVICE IN THE SERVICE AREA AS DESCRIBED UNDER PARAGRAPH 5 OF THIS
17 SUBSECTION.

18 14. A GRANT OF AUTHORITY BY THE LOCAL GOVERNMENT TO USE AND OCCUPY
19 THE HIGHWAYS IN THE DELIVERY OF THE VIDEO SERVICE, SUBJECT TO THE LAWS OF
20 THIS STATE AND THE POLICE POWERS OF THE LOCAL GOVERNMENT.

21 15. THE TERM OF THE UNIFORM VIDEO SERVICE LICENSE.

22 16. A REQUIREMENT THAT THE PARTIES TO THE AGREEMENT ARE SUBJECT TO
23 AND MUST COMPLY WITH THIS CHAPTER.

24 D. EXCEPT AS OTHERWISE PROVIDED IN THIS CHAPTER, FROM AND AFTER
25 DECEMBER 31, 2019 A PERSON MAY NOT ACT AS A VIDEO SERVICE PROVIDER OR
26 CONSTRUCT OR OPERATE A VIDEO SERVICE NETWORK WITHIN THE BOUNDARIES OF A
27 LOCAL GOVERNMENT WITHOUT FIRST HAVING BEEN ISSUED AND CONTINUING TO HOLD A
28 UNIFORM VIDEO SERVICE LICENSE WITH A SERVICE AREA ENCOMPASSING THE
29 BOUNDARIES.

30 E. A LOCAL LICENSE SHALL REMAIN ENFORCEABLE IN ACCORDANCE WITH ITS
31 TERMS UNTIL TERMINATED UNDER SECTION 9-1412, SUBSECTION B.

32 9-1412. Incumbent cable operator; election on local license;
33 procedure to obtain uniform video service license
34 and terminate local license

35 A. FROM AND AFTER DECEMBER 31, 2019, AN INCUMBENT CABLE OPERATOR
36 MAY ELECT TO DO EITHER OF THE FOLLOWING:

37 1. CONTINUE TO OPERATE WITHIN A SERVICE AREA AS DEFINED IN THE
38 LOCAL LICENSE PURSUANT TO SECTION 9-1413.

39 2. TERMINATE THE INCUMBENT CABLE OPERATOR'S LOCAL LICENSE FOR A
40 SERVICE AREA BY APPLYING FOR AND OBTAINING A UNIFORM VIDEO SERVICE LICENSE
41 PURSUANT TO THIS ARTICLE.

42 B. ON OR BEFORE JULY 1, 2020, TO ELECT TO TERMINATE A LOCAL LICENSE
43 UNDER SUBSECTION A OF THIS SECTION IN THE SAME MANNER AS ANY OTHER VIDEO
44 SERVICE PROVIDER, AN INCUMBENT CABLE OPERATOR SHALL APPLY FOR A UNIFORM
45 VIDEO SERVICE LICENSE THAT INCLUDES ONLY THE SERVICE AREA THAT IS DEFINED

1 IN THE LOCAL LICENSE. IF AN INCUMBENT CABLE OPERATOR OBTAINS A UNIFORM
2 VIDEO SERVICE LICENSE FOR THE SERVICE AREA, BOTH OF THE FOLLOWING APPLY:

3 1. THE APPLICANT'S LOCAL LICENSE IS TERMINATED AS TO THE SERVICE
4 AREA BY OPERATION OF LAW FROM AND AFTER THE DATE THE LOCAL GOVERNMENT
5 ISSUES THE UNIFORM VIDEO SERVICE LICENSE.

6 2. THE INCUMBENT CABLE OPERATOR SHALL OPERATE WITHIN THE SERVICE
7 AREA DEFINED IN THE LOCAL LICENSE UNLESS THE INCUMBENT CABLE OPERATOR
8 ELECTS UNDER SECTION 9-1414, SUBSECTION C TO APPLY FOR A UNIFORM VIDEO
9 SERVICE LICENSE FOR A SERVICE AREA THAT CONSISTS OF THE BOUNDARIES OF THE
10 LOCAL GOVERNMENT.

11 9-1413. Incumbent cable operator; procedure to continue
12 operating under local license

13 A. IF AN INCUMBENT CABLE OPERATOR DOES NOT TIMELY ELECT TO
14 TERMINATE A LOCAL LICENSE FOR A SERVICE AREA PURSUANT TO SECTION 9-1412,
15 SUBSECTION B, THE PERSON SHALL CONTINUE TO OPERATE THE CABLE SYSTEM AS A
16 HOLDOVER CABLE OPERATOR WITHIN THE SERVICE AREA DEFINED IN THE LOCAL
17 LICENSE AND SHALL COMPLY WITH THE LOCAL LICENSE FOR AS LONG AS IT REMAINS
18 IN EFFECT FOR THE SERVICE AREA. THE LOCAL LICENSE IS NOT EFFECTIVE FOR
19 THE SERVICE AREA FROM AND AFTER THE DATE THE LOCAL LICENSE EXPIRES BY ITS
20 TERMS. THE LOCAL GOVERNMENT MAY NOT UNILATERALLY RENEW OR EXTEND THE TERM
21 OF THE LOCAL LICENSE FOR THE SERVICE AREA. THE LOCAL GOVERNMENT AND THE
22 HOLDOVER CABLE OPERATOR SHALL COMPLY WITH ALL OF THE FOLLOWING, WHICH
23 SHALL CONTINUE TO APPLY TO THE LOCAL LICENSE:

- 24 1. CHAPTER 5, ARTICLE 1.1 OF THIS TITLE.
- 25 2. SECTION 9-584.
- 26 3. CHAPTER 5, ARTICLE 8 OF THIS TITLE.
- 27 4. TITLE 11, CHAPTER 13, ARTICLE 1.

28 B. TO OPERATE WITHIN A SERVICE AREA FROM AND AFTER THE DATE THE
29 LOCAL LICENSE EXPIRES, THE HOLDOVER CABLE OPERATOR MUST APPLY FOR AND
30 OBTAIN A UNIFORM VIDEO SERVICE LICENSE IN THE SAME MANNER AS ANY OTHER
31 VIDEO SERVICE PROVIDER.

32 C. IF A HOLDOVER CABLE OPERATOR IS ISSUED A UNIFORM VIDEO SERVICE
33 LICENSE WITH A SERVICE AREA THAT INCLUDES THE SERVICE AREA DEFINED UNDER
34 THE LOCAL LICENSE WHILE OPERATING PURSUANT TO THE LOCAL LICENSE UNDER
35 SUBSECTION A OF THIS SECTION, THE UNIFORM VIDEO SERVICE LICENSE DOES NOT
36 BECOME EFFECTIVE UNTIL THE LOCAL LICENSE EXPIRES.

37 D. A HOLDOVER CABLE OPERATOR THAT ELECTS TO APPLY FOR A UNIFORM
38 VIDEO SERVICE LICENSE SHALL DO SO AT LEAST ONE MONTH BEFORE THE LOCAL
39 LICENSE EXPIRES.

40 9-1414. Uniform video service license; application; fees

41 A. TO OBTAIN A UNIFORM VIDEO SERVICE LICENSE, A PERSON SHALL FILE
42 WITH THE CLERK OF THE LOCAL GOVERNMENT AN APPLICATION AND AFFIDAVIT THAT
43 ARE SIGNED BY ONE OF THE PRINCIPAL EXECUTIVE OFFICERS OR GENERAL PARTNERS
44 OF THE APPLICANT AND THAT COMPLY WITH THIS SECTION.

1 B. THE APPLICATION AND AFFIDAVIT SHALL BE IN THE FORM REQUIRED BY
2 THE LOCAL GOVERNMENT AND SHALL BE REQUIRED TO CONTAIN ALL OF AND NOT MORE
3 THAN THE FOLLOWING:

4 1. EACH SERVICE AREA IN WHICH THE APPLICANT INTENDS TO PROVIDE
5 VIDEO SERVICE IN THE FORMAT AS DESCRIBED IN SECTION 9-1411, SUBSECTION C.
6 EXCEPT AS PROVIDED IN SECTION 9-1412, SUBSECTION B, PARAGRAPH 2, UNDER A
7 UNIFORM VIDEO SERVICE LICENSE THE BOUNDARIES OF THE LOCAL GOVERNMENT IS A
8 SINGLE SERVICE AREA AND THE SERVICE AREA CONSISTS OF ALL OF THE TERRITORY
9 WITHIN THE BOUNDARIES OF THAT LOCAL GOVERNMENT.

10 2. THE INFORMATION PRESCRIBED BY SECTION 9-1411, SUBSECTION C,
11 PARAGRAPHS 1 THROUGH 4. THE HOLDER SHALL NOTIFY THE LOCAL GOVERNMENT IN
12 WRITING OF CHANGES TO THIS INFORMATION WITHIN THIRTY DAYS AFTER THE CHANGE
13 OCCURS.

14 3. THE TERM OF THE UNIFORM VIDEO SERVICE LICENSE, WHICH MAY NOT
15 EXCEED TEN YEARS.

16 4. AN AGREEMENT TO PAY ALL LAWFUL FEES AND CHARGES IMPOSED BY THE
17 LOCAL GOVERNMENT.

18 C. AN INCUMBENT CABLE OPERATOR DESCRIBED IN SECTION 9-1412,
19 SUBSECTION B, PARAGRAPH 2 MAY ELECT TO APPLY FOR A UNIFORM VIDEO SERVICE
20 LICENSE FOR A SERVICE AREA THAT CONSISTS OF THE BOUNDARIES OF A LOCAL
21 GOVERNMENT.

22 D. IF THE LOCAL GOVERNMENT DETERMINES THAT THE APPLICATION AND
23 AFFIDAVIT ARE INCOMPLETE OR OTHERWISE DEFICIENT FOR FAILURE TO COMPLY WITH
24 THIS SECTION, THE LOCAL GOVERNMENT SHALL PROVIDE WRITTEN NOTICE TO THE
25 APPLICANT NOT LATER THAN FIFTEEN DAYS AFTER THE DATE OF FILING OF THE
26 APPLICATION AND AFFIDAVIT. THE WRITTEN NOTICE SHALL DO BOTH OF THE
27 FOLLOWING:

28 1. EXPLAIN THE INCOMPLETENESS OR DEFICIENCY IN DETAIL.

29 2. SPECIFY THE INFORMATION OR OTHER ITEMS THAT ARE NECESSARY UNDER
30 THIS SECTION FOR PROPER COMPLETION OF THE APPLICATION AND AFFIDAVIT.

31 E. THE LOCAL GOVERNMENT MAY NOT DO ANY OF THE FOLLOWING:

32 1. CHARGE A FEE FOR FILING OR PROCESSING AN APPLICATION, AFFIDAVIT,
33 NOTICE OR OTHER DOCUMENT UNDER THIS CHAPTER.

34 2. VOTE ON OR TAKE OTHER OFFICIAL ACTION REGARDING THE APPLICATION,
35 AFFIDAVIT, NOTICE OR OTHER DOCUMENT.

36 3. REQUIRE THE APPLICANT TO OBTAIN THE APPROVAL OF THE LOCAL
37 GOVERNMENT REGARDING THE APPLICATION, AFFIDAVIT, NOTICE OR OTHER DOCUMENT.

38 4. REQUIRE THE APPLICANT TO ENTER INTO AN AGREEMENT AS DESCRIBED IN
39 SECTION 9-1442, SUBSECTION I.

40 9-1415. Authority granted by uniform video service license;
41 conditions and limitations prohibited; providing
42 video service

43 A. NOT LATER THAN THIRTY DAYS AFTER THE DATE AN APPLICANT FILES A
44 COMPLETED APPLICATION AND AFFIDAVIT PURSUANT TO SECTION 9-1414, THE LOCAL
45 GOVERNMENT SHALL ISSUE A UNIFORM VIDEO SERVICE LICENSE TO THE APPLICANT IN

1 THE FORM PRESCRIBED BY SECTION 9-1411. IF THE LOCAL GOVERNMENT DOES NOT
2 NOTIFY THE APPLICANT ABOUT THE COMPLETENESS OF THE UNIFORM VIDEO SERVICE
3 LICENSE AGREEMENT WITHIN THE TIME PERIOD PRESCRIBED BY SECTION 9-1414,
4 SUBSECTION D OR ISSUE THE AGREEMENT WITHIN THE TIME PERIOD REQUIRED UNDER
5 THIS SUBSECTION, THE AGREEMENT SHALL BE CONSIDERED COMPLETE AND ISSUED TO
6 THE APPLICANT IN THE FORM SUBMITTED.

7 B. THE UNIFORM VIDEO SERVICE LICENSE ISSUED TO AN APPLICANT,
8 INCLUDING AN INCUMBENT CABLE OPERATOR, BY A LOCAL GOVERNMENT IS A
9 NONEXCLUSIVE LICENSE GRANTING TO THE HOLDER OF THE UNIFORM VIDEO SERVICE
10 LICENSE THE AUTHORITY FOR THE TERM REQUESTED IN THE APPLICATION TO DO ALL
11 OF THE FOLLOWING:

12 1. PROVIDE VIDEO SERVICE IN ALL SERVICE AREAS DESIGNATED IN THE
13 APPLICATION AND AFFIDAVIT FILED WITH THE LOCAL GOVERNMENT.

14 2. CONSTRUCT AND OPERATE A VIDEO SERVICE NETWORK IN THE HIGHWAYS IN
15 EACH SERVICE AREA IN COMPLIANCE WITH THIS CHAPTER AND ALL LOCAL LAWS THAT
16 ARE NOT IN CONFLICT OR OTHERWISE DO NOT CONFORM TO THIS CHAPTER OR THE
17 PURPOSES AND OBJECTIVES OF THIS CHAPTER.

18 3. OPERATE AND MAINTAIN FACILITIES INSTALLED IN THE HIGHWAYS IN THE
19 SERVICE AREA UNDER A LOCAL LICENSE PURSUANT TO ALL OF THE FOLLOWING:

20 (a) SECTION 9-506, SUBSECTIONS I AND J.

21 (b) SECTION 9-584.

22 (c) CHAPTER 5, ARTICLE 8 OF THIS TITLE AND TITLE 11, CHAPTER 13,
23 ARTICLE 1.

24 C. A LOCAL GOVERNMENT MAY NOT CONDITION OR LIMIT A UNIFORM VIDEO
25 SERVICE LICENSE BY IMPOSING ANY OBLIGATION OR REQUIREMENT THAT IS NOT
26 AUTHORIZED BY THIS CHAPTER, INCLUDING ANY OF THE FOLLOWING:

27 1. ANY OFFICE LOCATION, INSTITUTIONAL NETWORK OR OTHER BUILD-OUT,
28 LINE EXTENSION, INVESTMENT OR OTHER REQUIREMENTS RELATING TO THE OVERALL
29 SCOPE, EXTENT AND TIMING OF INFRASTRUCTURE, FACILITIES OR DEPLOYMENT OF
30 EQUIPMENT.

31 2. ANY REQUIREMENTS TO PAY TO ANY PERSON ANY APPLICATION, DOCUMENT,
32 LICENSE, SERVICE OR OTHER FEE, TAX, CHARGE OR ASSESSMENT THAT IS NOT
33 AUTHORIZED BY THIS CHAPTER.

34 D. A HOLDER OF A UNIFORM VIDEO SERVICE LICENSE SHALL PROVIDE VIDEO
35 SERVICE IN ACCORDANCE WITH THE CERTIFICATIONS MADE BY THE HOLDER IN EACH
36 APPLICATION AND AFFIDAVIT THAT THE HOLDER FILES WITH A LOCAL GOVERNMENT
37 PURSUANT TO THIS ARTICLE.

38 9-1416. Amendment of uniform video service license to add
39 service area

40 A. TO ADD ONE OR MORE NEW SERVICE AREAS TO A UNIFORM VIDEO SERVICE
41 LICENSE, THE HOLDER SHALL FILE WITH THE CLERK OF THE LOCAL GOVERNMENT AN
42 APPLICATION FOR AN AMENDMENT TO THE UNIFORM VIDEO SERVICE LICENSE TO ADD
43 EACH NEW SERVICE AREA.

1 B. THE APPLICATION IS SUBJECT TO THE SAME PROCEDURES, REQUIREMENTS,
2 LIMITATIONS AND TIME PERIODS AS AN APPLICATION FOR ISSUANCE OF A UNIFORM
3 VIDEO SERVICE LICENSE PURSUANT TO SECTIONS 9-1414 AND 9-1415.

4 9-1417. Termination of service

5 A. TO TERMINATE THE AUTHORITY TO PROVIDE VIDEO SERVICE TO AN
6 EXISTING SERVICE AREA AUTHORIZED UNDER THE UNIFORM VIDEO SERVICE LICENSE,
7 THE HOLDER OF THE UNIFORM VIDEO SERVICE LICENSE SHALL FILE WITH THE CLERK
8 OF THE LOCAL GOVERNMENT WRITTEN NOTICE OF THE TERMINATION.

9 B. THE HOLDER MAY TERMINATE SERVICE ON AND AFTER THE DATE THAT THE
10 HOLDER FILES THE WRITTEN NOTICE WITH THE CLERK OF THE LOCAL GOVERNMENT.

11 C. THE HOLDER SHALL:

12 1. COMPLY WITH APPLICABLE FEDERAL LAWS, INCLUDING RULES AND
13 REGULATIONS OF THE FEDERAL COMMUNICATIONS COMMISSION.

14 2. GIVE ALL AFFECTED SUBSCRIBERS AND LOCAL GOVERNMENTS NOTICE AT
15 LEAST NINETY DAYS BEFORE TERMINATION OF SERVICE IN ALL OF A SERVICE AREA
16 THAT CONSISTS OF THE BOUNDARIES OF THE LOCAL GOVERNMENT.

17 9-1418. Boundary change

18 EACH LOCAL GOVERNMENT WHOSE BOUNDARIES CHANGE SHALL NOTIFY IN A
19 TIMELY MANNER EACH VIDEO SERVICE PROVIDER THAT OPERATES IN THE BOUNDARIES.

20 9-1419. Transfer of uniform video service license

21 A. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION OR OTHERWISE
22 REQUIRED BY FEDERAL LAW, INCLUDING RULES AND REGULATIONS OF THE FEDERAL
23 COMMUNICATIONS COMMISSION, A UNIFORM VIDEO SERVICE LICENSE IS FULLY
24 TRANSFERABLE TO ANY PERSON WHETHER THE TRANSFER ARISES THROUGH MERGER,
25 SALE, ASSIGNMENT, RESTRUCTURING, CHANGE OF CONTROL OR OTHER TYPE OF
26 TRANSACTION. A TRANSFER DOES NOT INCLUDE AN ASSIGNMENT OF A UNIFORM VIDEO
27 SERVICE LICENSE FOR THE PURPOSE OF SECURING INDEBTEDNESS. A TRANSFER MAY
28 INCLUDE LESS THAN ALL SERVICE AREAS ASSOCIATED WITH A UNIFORM VIDEO
29 SERVICE LICENSE.

30 B. THE HOLDER SHALL FILE WITH THE CLERK OF THE LOCAL GOVERNMENT
31 WRITTEN NOTICE OF THE TRANSFER OF THE UNIFORM VIDEO SERVICE LICENSE. ON
32 THE FILING OF NOTICE UNDER THIS SUBSECTION THE TRANSFEREE BECOMES THE
33 HOLDER.

34 9-1420. Extension

35 A. TO EXTEND THE TERM OF A UNIFORM VIDEO SERVICE LICENSE, THE
36 HOLDER OF THE UNIFORM VIDEO SERVICE LICENSE SHALL FILE WITH THE CLERK OF
37 THE LOCAL GOVERNMENT AT LEAST ONE MONTH BEFORE THE END OF THE TERM OF THE
38 UNIFORM VIDEO SERVICE LICENSE A NOTICE TO EXTEND THE TERM FOR A SPECIFIED
39 PERIOD NOT TO EXCEED TEN YEARS.

40 B. EFFECTIVE ON THE DATE THE HOLDER FILES THE WRITTEN NOTICE WITH
41 THE CLERK OF THE LOCAL GOVERNMENT, THE TERM IS EXTENDED FOR THE SPECIFIED
42 PERIOD FROM AND AFTER THE DATE OF THE END OF THE THEN-CURRENT TERM.

43 C. TRANSFERRING, AMENDING OR MODIFYING A UNIFORM VIDEO SERVICE
44 LICENSE UNDER OTHER SECTIONS OF THIS ARTICLE DOES NOT EXTEND THE TERM OF
45 THE UNIFORM VIDEO SERVICE LICENSE.

1 9-1421. Subscriber complaints

2 A. A SUBSCRIBER MAY SUBMIT COMPLAINTS ABOUT VIDEO SERVICE TO ANY OF
3 THE FOLLOWING:

- 4 1. THE LOCAL GOVERNMENT WHERE THE SUBSCRIBER RESIDES.
5 2. THE ATTORNEY GENERAL.
6 3. THE FEDERAL COMMUNICATIONS COMMISSION.
7 4. OTHER AUTHORITIES AS PROVIDED BY LAW.

8 B. A LOCAL GOVERNMENT MAY CHOOSE TO MONITOR AND ASSIST SUBSCRIBERS
9 WITH THE SUBSCRIBER SERVICE STANDARDS PURSUANT TO 47 CODE OF FEDERAL
10 REGULATIONS SECTION 76.309(c) OR TO BE IDENTIFIED ON BILLS TO SUBSCRIBERS
11 AS THE LOCAL FRANCHISE AUTHORITY FOR A SERVICE AREA CONSISTENT WITH RULES
12 OF THE FEDERAL COMMUNICATIONS COMMISSION.

13 ARTICLE 3. DUTIES OF VIDEO SERVICE PROVIDERS

14 9-1431. Video service; revocation for nonuse

15 A. NOT LATER THAN TWENTY-FOUR MONTHS AFTER THE DATE THAT A LOCAL
16 GOVERNMENT ISSUES A UNIFORM VIDEO SERVICE LICENSE PURSUANT TO SECTIONS
17 9-1414 AND 9-1415 OR AN AMENDED UNIFORM VIDEO SERVICE LICENSE PURSUANT TO
18 SECTION 9-1416, THE HOLDER OF THE UNIFORM VIDEO SERVICE LICENSE SHALL
19 OFFER AND PROVIDE VIDEO SERVICE TO AT LEAST ONE SUBSCRIBER WITHIN EACH
20 SERVICE AREA AUTHORIZED BY THE UNIFORM VIDEO SERVICE LICENSE OR AMENDED
21 UNIFORM VIDEO SERVICE LICENSE UNLESS THE HOLDER CANNOT MEET THE
22 REQUIREMENT FOR REASONS BEYOND THE HOLDER'S CONTROL.

23 B. IF A HOLDER FAILS TO COMPLY WITH SUBSECTION A OF THIS SECTION, A
24 LOCAL GOVERNMENT MAY REVOKE THE HOLDER'S UNIFORM VIDEO SERVICE LICENSE FOR
25 AFFECTED SERVICE AREAS.

26 9-1432. Reports; confidentiality; definition

27 A. A VIDEO SERVICE PROVIDER THAT IS NOT AN INCUMBENT CABLE OPERATOR
28 AND THAT HOLDS A UNIFORM VIDEO SERVICE LICENSE WITH A SERVICE AREA WITHIN
29 THE BOUNDARIES OF A LOCAL GOVERNMENT SHALL PREPARE AND SUBMIT TO THE LOCAL
30 GOVERNMENT A SEMI-ANNUAL REPORT THAT IDENTIFIES THE LOCATIONS WITHIN THE
31 BOUNDARIES THAT ARE ABLE TO RECEIVE VIDEO SERVICE FROM THE VIDEO SERVICE
32 PROVIDER. THIS REPORTING REQUIREMENT APPLIES UNTIL THE VIDEO SERVICE
33 PROVIDER HAS CONSTRUCTED ALL OF THE FACILITIES THE VIDEO SERVICE PROVIDER
34 INTENDS TO CONSTRUCT WITHIN THE BOUNDARIES OF THE LOCAL GOVERNMENT.

35 B. THE VIDEO SERVICE PROVIDER SHALL FILE THE REPORT WITH THE LOCAL
36 GOVERNMENT NOT LATER THAN TWENTY DAYS AFTER THE LAST DAY OF THE SECOND AND
37 FOURTH CALENDAR QUARTERS OF EACH YEAR.

38 C. INFORMATION CONTAINED IN A REPORT THAT IS SUBMITTED TO A LOCAL
39 GOVERNMENT PURSUANT TO THIS SECTION:

- 40 1. IS CONFIDENTIAL PROPRIETARY INFORMATION OF THE VIDEO SERVICE
41 PROVIDER.
42 2. IS NOT A PUBLIC RECORD.
43 3. MUST BE MANAGED SO THAT ANY CRITICAL INFRASTRUCTURE INFORMATION
44 CONTAINED IN THE REPORT IS PROTECTED AS PROVIDED BY LAW.

1 4. MAY NOT BE DISCLOSED TO ANY PERSON WHO IS NOT AN OFFICER OR
2 EMPLOYEE OF THE LOCAL GOVERNMENT UNLESS THE VIDEO SERVICE PROVIDER HAS
3 CONSENTED IN WRITING TO THE DISCLOSURE.

4 D. FOR THE PURPOSES OF THIS SECTION, "CRITICAL INFRASTRUCTURE
5 INFORMATION" HAS THE SAME MEANING PRESCRIBED IN SECTION 41-1801.

6 9-1433. Nondiscriminatory manner; compliance with standards
7 and federal law

8 A. A VIDEO SERVICE PROVIDER SHALL ACTIVATE AND OFFER VIDEO SERVICE
9 IN A NONDISCRIMINATORY MANNER WITHIN EACH SERVICE AREA AND MAY NOT DENY
10 ACCESS TO VIDEO SERVICE TO ANY GROUP OF POTENTIAL RESIDENTIAL SUBSCRIBERS
11 WITHIN A PARTICULAR PART OF A SERVICE AREA BECAUSE OF THE INCOME PROFILE
12 OF THE PERSONS WHO RESIDE IN THAT PART OF THE SERVICE AREA.

13 B. IN PROVIDING VIDEO SERVICE, A VIDEO SERVICE PROVIDER SHALL
14 COMPLY WITH ALL OF THE FOLLOWING:

15 1. 47 UNITED STATES CODE SECTION 551.

16 2. ALL ENGINEERING AND SAFETY CODES APPLICABLE TO THE VIDEO SERVICE
17 PROVIDER'S CONSTRUCTION PRACTICES AND INSTALLATION OF EQUIPMENT.

18 3. ANY TECHNICAL STANDARDS GOVERNING THE DESIGN, CONSTRUCTION AND
19 OPERATION OF A VIDEO SERVICE NETWORK REQUIRED BY FEDERAL LAW.

20 4. 47 CODE OF FEDERAL REGULATIONS PART 11, AS ADOPTED AND AS MAY BE
21 AMENDED BY THE FEDERAL COMMUNICATIONS COMMISSION, TO THE EXTENT THOSE
22 PROVISIONS REQUIRE A VIDEO SERVICE PROVIDER TO PARTICIPATE IN THE
23 EMERGENCY ALERT SYSTEM.

24 5. 47 CODE OF FEDERAL REGULATIONS SECTIONS 76.309, 76.1601,
25 76.1602, 76.1603, 76.1604, 76.1618, 76.1619, 76.1620, 76.1621 AND 76.1622,
26 AS ADOPTED AND AS MAY BE AMENDED BY THE FEDERAL COMMUNICATIONS COMMISSION,
27 ON STANDARDS GOVERNING THE QUALITY OF VIDEO SERVICE AND SUBSCRIBER
28 SERVICE. A VIDEO SERVICE PROVIDER MAY NOT BE REQUIRED TO COMPLY WITH ANY
29 SUBSCRIBER SERVICE STANDARDS THAT ARE MORE BURDENSOME THAN THOSE SET FORTH
30 IN THIS PARAGRAPH.

31 ARTICLE 4. LOCAL GOVERNMENTS

32 9-1441. Management of highways; local governments; permits or
33 licenses

34 A. IN MANAGING A HIGHWAY UNDER LOCAL LAWS AS PRESCRIBED IN SECTION
35 9-1411, SUBSECTION C, PARAGRAPH 9, A LOCAL GOVERNMENT MAY MANAGE THE USE
36 OF THE HIGHWAY, INCLUDING ALL OF THE FOLLOWING:

37 1. REQUIRING A VIDEO SERVICE PROVIDER THAT IS CONSTRUCTING,
38 INSTALLING, WORKING WITHIN, MAINTAINING OR REPAIRING FACILITIES IN, ON,
39 UNDER OR OVER ANY HIGHWAY TO OBTAIN A CONSTRUCTION, ENCROACHMENT OR
40 OCCUPANCY PERMIT FOR THE WORK.

41 2. INSPECTING THE CONSTRUCTION, INSTALLATION, MAINTENANCE OR REPAIR
42 WORK PERFORMED ON SUCH FACILITIES.

43 3. LIMITING THE INSTALLATION OF NEW AERIAL FACILITIES.

1 B. IF A VIDEO SERVICE PROVIDER REQUESTS A PERMIT OR INSPECTION, THE
2 LOCAL GOVERNMENT SHALL GRANT OR DENY THE REQUEST WITHIN THE TIME FRAME
3 THAT THE LOCAL GOVERNMENT HAS IN PLACE UNDER SECTION 9-835 OR 11-1605.

4 C. IF EMERGENCY RESPONSE WORK OR REPAIR BECOMES NECESSARY IN, ON,
5 UNDER OR OVER ANY HIGHWAY, A VIDEO SERVICE PROVIDER MAY BEGIN THAT WORK OR
6 REPAIR WITHOUT PRIOR APPROVAL FROM A LOCAL GOVERNMENT IF THE VIDEO SERVICE
7 PROVIDER NOTIFIES THE LOCAL GOVERNMENT AS PROMPTLY AS REASONABLY POSSIBLE
8 AFTER LEARNING THAT THE WORK OR REPAIR IS NECESSARY.

9 9-1442. Fees and charges; emergency alert; damage;
10 undergrounding; wireless facilities; definition

11 A. EXCEPT THE LICENSE FEE ON GROSS REVENUE AUTHORIZED BY SECTION
12 9-1443 AND TRANSACTION PRIVILEGE TAXES AS PROVIDED IN SUBSECTION B OF THIS
13 SECTION, A LOCAL GOVERNMENT MAY NOT LEVY A TAX, RENT, FEE OR CHARGE,
14 HOWEVER DENOMINATED, ON A VIDEO SERVICE PROVIDER FOR THE USE OF THE
15 HIGHWAYS TO PROVIDE VIDEO SERVICE OR LEVY A TAX, FEE OR CHARGE ON THE
16 PRIVILEGE OF ENGAGING IN THE BUSINESS OF PROVIDING VIDEO SERVICE IN THE
17 SERVICE AREA. TAXES, RENTS, FEES AND CHARGES INCLUDE ALL OF THE
18 FOLLOWING:

19 1. ACCESS CHANNEL SUPPORT EXCEPT FOR IN-KIND SERVICES, GOODS OR
20 PAYMENTS AS PROVIDED IN SUBSECTION C OF THIS SECTION.

21 2. RENTAL, APPLICATION, CONSTRUCTION, PERMIT, INSPECTION,
22 INCONVENIENCE AND OTHER FEES AND CHARGES RELATED TO A VIDEO SERVICE
23 PROVIDER'S USE OF THE HIGHWAYS, INCLUDING THE USE AUTHORIZED BY SUBSECTION
24 D OF THIS SECTION EXCEPT THAT A LOCAL GOVERNMENT MAY IMPOSE ON A VIDEO
25 SERVICE PROVIDER SOME OR ALL OF THE FEES AND CHARGES DESCRIBED IN THIS
26 PARAGRAPH. A VIDEO SERVICE PROVIDER SHALL OFFSET THE FEES AND CHARGES
27 IMPOSED PURSUANT TO THIS PARAGRAPH AGAINST THE NEXT LICENSE FEE PAYMENT
28 MADE PURSUANT TO SECTION 9-1443.

29 B. ANY TRANSACTION PRIVILEGE TAXES OTHERWISE AUTHORIZED BY LOCAL
30 LAW TO BE LEVIED ON THE BUSINESS OF PROVIDING VIDEO SERVICE OR IN RELATION
31 TO USE OF THE HIGHWAYS TO PROVIDE VIDEO SERVICE MAY BE LEVIED ON A VIDEO
32 SERVICE PROVIDER IF THE TAXES ARE LEVIED ONLY ON GROSS REVENUE AND THE
33 RATE OF THE TAXES IS SUBJECT TO THIS SUBSECTION. THIS SUBSECTION DOES NOT
34 AUTHORIZE THE IMPOSITION OF TRANSACTION PRIVILEGE TAXES ON INTERSTATE
35 TELECOMMUNICATIONS SERVICE. THE LICENSE FEE AND ANY TRANSACTION PRIVILEGE
36 TAXES LEVIED ON GROSS REVENUE CONSTITUTE A FRANCHISE FEE WITHIN THE
37 MEANING OF THE TERM IN 47 UNITED STATES CODE SECTION 542(g). THE TOTAL OF
38 THE RATES OF THE LICENSE FEE AND OF ANY TRANSACTION PRIVILEGE TAXES ON
39 GROSS REVENUE LEVIED OR ASSESSED BY A LOCAL GOVERNMENT FOR THE PRIVILEGE
40 OF PROVIDING VIDEO SERVICE AND RELATED USE OF THE HIGHWAYS TO PROVIDE
41 VIDEO SERVICE MAY NOT EXCEED A RATE OF FIVE PERCENT.

42 C. SUBSECTION A OF THIS SECTION DOES NOT PROHIBIT A LOCAL
43 GOVERNMENT FROM LEVYING FEES AND CHARGES ON A VIDEO SERVICE PROVIDER OR
44 ITS AFFILIATES PURSUANT TO SECTION 9-584 OR PURSUANT TO CHAPTER 5, ARTICLE

1 8 OF THIS TITLE OR TITLE 11, CHAPTER 13, ARTICLE 1 WITHOUT AN OFFSET
2 AGAINST LICENSE FEES.

3 D. A LOCAL GOVERNMENT MAY NOT REQUIRE A VIDEO SERVICE PROVIDER TO
4 PROVIDE IN-KIND GOODS OR SERVICES, MAKE IN-KIND PAYMENTS, ASSESSMENTS OR
5 OBLIGATIONS OR PAY A FEE IN ADDITION TO THE MONETARY LICENSE FEE LEVIED OR
6 ASSESSED AS PROVIDED IN SECTION 9-1443, EXCEPT FOR ANY OF THE FOLLOWING:

7 1. A LOCAL LAW MAY IMPOSE AND ENFORCE OBLIGATIONS EQUALLY AND
8 UNIFORMLY ON ALL VIDEO SERVICE PROVIDERS THAT ARE OPERATING WITHIN THE
9 BOUNDARIES OF A LOCAL GOVERNMENT AND ON ALL HOLDOVER CABLE OPERATORS THAT
10 HOLD A LOCAL LICENSE THAT REMAINS IN EFFECT UNDER SECTION 9-1414,
11 SUBSECTION A. UNDER THE LOCAL LAW, A LOCAL GOVERNMENT:

12 (a) MAY REQUIRE ALL VIDEO SERVICE PROVIDERS TO PROVIDE CHANNEL
13 CAPACITY FOR THE VIDEO SERVICE PROVIDER TO TRANSMIT PROGRAMMING OVER WHICH
14 THE VIDEO SERVICE PROVIDER EXERCISES NO EDITORIAL CONTROL EXCEPT AS
15 AUTHORIZED BY 47 UNITED STATES CODE SECTION 531(e). THE CHANNEL CAPACITY
16 SHALL BE LIMITED TO ONE OF THE FOLLOWING:

17 (i) NOT MORE THAN TWO CHANNELS OF PUBLIC, EDUCATIONAL OR
18 GOVERNMENTAL ACCESS PROGRAMMING IN THE BASIC SERVICE TIER OF THE VIDEO
19 SERVICE NETWORK AND NOT MORE THAN TWO CHANNELS OF NONCOMMERCIAL
20 GOVERNMENTAL PROGRAMMING, AT LEAST ONE OF WHICH MAY BE PROGRAMMED BY THE
21 FEDERAL GOVERNMENT, IN THE DIGITAL PROGRAMMING TIER OF THE VIDEO SERVICE
22 NETWORK.

23 (ii) NOT MORE THAN TWO LINES OF ACCESS PROGRAMMING WITH EACH LINE
24 OF PROGRAMMING CARRIED ON UP TO TWO STANDARD DEFINITION CHANNELS AND TWO
25 SWITCHED DIGITAL HIGH-DEFINITION CHANNELS.

26 (b) SHALL SPECIFY THE PROGRAMMING AND THE VIDEO SERVICE PROVIDER
27 MAY REQUIRE THAT THE CHANNELS REGULARLY DISPLAY AN UNOBTRUSIVE LOGO OR
28 OTHER SUITABLE IDENTIFIER OF THE VIDEO SERVICE PROVIDER, IF THE LOCAL
29 GOVERNMENT REQUIRES CHANNEL CAPACITY PURSUANT TO SUBDIVISION (a) OF THIS
30 PARAGRAPH.

31 (c) MAY REQUIRE ALL VIDEO SERVICE PROVIDERS TO INCUR COSTS AND
32 EXPENSES TO PROVIDE, MAINTAIN AND OPERATE FACILITIES AND EQUIPMENT OF THE
33 VIDEO SERVICE NETWORK, INCLUDING FACILITIES AND EQUIPMENT FOR SIGNAL
34 CARRIAGE, PROCESSING, REFORMATTING AND INTERCONNECTION FOR ALL OF THE
35 FOLLOWING:

36 (i) TO CONNECT THE VIDEO SERVICE NETWORK OR CABLE SYSTEM, AS IT MAY
37 BE RELOCATED FROM TIME TO TIME, TO TRANSMIT PROGRAMMING TO AND FROM
38 EXISTING LOCATIONS OF PUBLIC, EDUCATIONAL OR GOVERNMENTAL ACCESS
39 FACILITIES AND TO ALLOW MONITORING OF ACCESS PROGRAMMING AT THE
40 FACILITIES.

41 (ii) TO TRANSMIT PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS
42 CHANNELS TO SUBSCRIBERS WITH THE SAME PREVAILING QUALITY, FUNCTIONALITY
43 AND IDENTIFICATION AS OTHER CHANNELS.

44 (d) MAY REQUIRE ALL VIDEO SERVICE PROVIDERS AND INCUMBENT CABLE
45 OPERATORS TO PROVIDE AT NO INITIAL OR RECURRING CHARGE THE BASIC SERVICE

1 TIER OF VIDEO SERVICE TO ONE OUTLET AND ONE RECEIVING DEVICE AT EACH
2 BUILDING OCCUPIED BY THE LOCAL GOVERNMENT IF THE BUILDING IS NOT MORE THAN
3 TWO HUNDRED FEET FROM THE NEAREST TECHNICALLY AND COMMERCIALY FEASIBLE
4 POINT OF CONNECTION ON THE VIDEO SERVICE NETWORK.

5 2. A LOCAL GOVERNMENT MAY RETAIN NONRECEIVING EQUIPMENT THAT IT
6 OWNS WITHOUT CHARGE FOR THE EQUIPMENT'S USE AND AT THE LOCAL GOVERNMENT'S
7 EXPENSE, INCLUDING EQUIPMENT PREVIOUSLY PROVIDED BY AN INCUMBENT CABLE
8 OPERATOR.

9 E. A LOCAL LAW MAY NOT IMPOSE ANY OBLIGATION ON A VIDEO SERVICE
10 PROVIDER UNDER SUBSECTION D OF THIS SECTION THAT IS MORE BURDENSOME THAN
11 THE LEAST BURDENSOME REQUIREMENT UNDER ANY LOCAL LICENSE WITH A SERVICE
12 AREA WITHIN THE BOUNDARIES OF THE LOCAL GOVERNMENT THAT WAS IN EFFECT ON
13 FEBRUARY 1, 2019.

14 F. NONE OF THE ANNUAL FAIR MARKET VALUE OF ANY CHANNEL CAPACITY
15 PROVIDED PURSUANT TO SUBSECTION D, PARAGRAPH 1, SUBDIVISION (a), THE
16 ANNUAL COSTS AND EXPENSES INCURRED PURSUANT TO SUBSECTION D, PARAGRAPH 1,
17 SUBDIVISION (c) AND THE ANNUAL FAIR MARKET VALUE OF BASIC SERVICE AND LINE
18 EXTENSION PROVIDED PURSUANT TO SUBSECTION D, PARAGRAPH 1, SUBDIVISION (d)
19 MAY BE OFFSET AGAINST THE LICENSE FEE LEVIED OR ASSESSED UNDER THIS
20 SECTION.

21 G. NOTWITHSTANDING SUBSECTION A OF THIS SECTION, BY A
22 NONDISCRIMINATORY LOCAL LAW THAT IMPOSES AND ENFORCES THE OBLIGATIONS
23 EQUALLY AND UNIFORMLY ON ALL VIDEO SERVICE PROVIDERS OPERATING WITHIN THE
24 BOUNDARIES OF A LOCAL GOVERNMENT, A LOCAL GOVERNMENT MAY REQUIRE THAT A
25 VIDEO SERVICE PROVIDER BEAR ALL OF THE REASONABLE COSTS THAT ARE
26 ASSOCIATED WITH REPAIR AND RESTORATION OF DAMAGE CAUSED TO PRIVATE
27 PROPERTY OR HIGHWAYS BY THE REPAIR, REPLACEMENT, INSTALLATION,
28 CONSTRUCTION, MAINTENANCE OR OPERATION OF THE VIDEO SERVICE PROVIDER'S
29 FACILITIES IN THE HIGHWAYS AND THAT ARE IMPOSED ON A COMPETITIVELY NEUTRAL
30 AND NONDISCRIMINATORY BASIS IN RELATION TO COSTS BORNE BY
31 TELECOMMUNICATIONS CORPORATIONS UNDER SECTION 9-582, SUBSECTION C.

32 H. ON APPLICATION A LOCAL GOVERNMENT SHALL ISSUE TO A VIDEO SERVICE
33 PROVIDER OR ITS AFFILIATE A PERMIT TO ATTACH ALLOWED WI-FI RADIO EQUIPMENT
34 TO THE VIDEO SERVICE NETWORK IN THE HIGHWAYS WITHIN THE BOUNDARIES OF THE
35 LOCAL GOVERNMENT. THE PERMIT SHALL ALLOW INSTALLATION, OPERATION AND
36 MAINTENANCE OF ALLOWED WI-FI RADIO EQUIPMENT. A LOCAL GOVERNMENT MAY
37 REQUIRE THAT ALL OF THE ALLOWED WI-FI RADIO EQUIPMENT AT A SINGLE LOCATION
38 FIT WITHIN A FIFTEEN-INCH CUBE AND BE CONTAINED ENTIRELY WITHIN A
39 GROUND-MOUNTED PEDESTAL OR BE CONNECTED DIRECTLY TO AND MOUNTED AT THE
40 SAME HEIGHT AS ONE OF THE VIDEO SERVICE PROVIDER'S AERIAL HORIZONTAL
41 CONDUCTORS. THIS SUBSECTION DOES NOT DO ANY OF THE FOLLOWING:

42 1. PROHIBIT A LOCAL GOVERNMENT FROM REQUIRING A VIDEO SERVICE
43 PROVIDER TO PLACE UNDERGROUND AERIAL FACILITIES TO WHICH ALLOWED WI-FI
44 EQUIPMENT IS ATTACHED.

1 2. PROHIBIT THE IMPOSITION OF A TAX, RENT, FEE OR CHARGE ON REVENUE
2 FROM SERVICES PROVIDED THROUGH ALLOWED WI-FI RADIO EQUIPMENT.

3 3. AFFECT THE AUTHORITY OF A LOCAL GOVERNMENT TO MANAGE THE
4 HIGHWAYS WITHIN ITS BOUNDARIES OR TO EXERCISE ITS POLICE POWERS, INCLUDING
5 REVIEW AND APPROVAL OF AN APPLICATION BEFORE ISSUING A PERMIT.

6 4. AFFECT ANY AUTHORITY OF A POLITICAL SUBDIVISION, INCLUDING AN
7 AGRICULTURAL IMPROVEMENT DISTRICT OR ANY OTHER SPECIAL TAXING DISTRICT,
8 THE LOCAL GOVERNMENT OR ANY OTHER PERSON CONTROLLING UTILITY POLES IN THE
9 HIGHWAYS TO DENY, LIMIT, RESTRICT OR DETERMINE THE TERMS AND CONDITIONS
10 FOR THE USE OF OR ATTACHMENT TO THE UTILITY POLES OR ATTACHMENTS TO OTHER
11 POLES OF THE POLITICAL SUBDIVISION, LOCAL GOVERNMENT OR OTHER PERSON BY A
12 VIDEO SERVICE PROVIDER.

13 I. THIS SECTION DOES NOT PROHIBIT A VIDEO SERVICE PROVIDER FROM
14 AGREEING WITH A LOCAL GOVERNMENT TO PROVIDE IN-KIND SERVICES OR GOODS OR
15 MAKE IN-KIND PAYMENTS IN THE SERVICE AREA THAT ARE OTHERWISE PROHIBITED BY
16 THIS SECTION IF THE AGREEMENT WITH THE LOCAL GOVERNMENT IS NOT ENTERED
17 INTO AS A CONDITION OF OPERATING IN THE SERVICE AREA UNDER A UNIFORM VIDEO
18 SERVICE LICENSE ISSUED PURSUANT TO THIS CHAPTER. THE AGREEMENT MAY
19 AUTHORIZE THE VIDEO SERVICE PROVIDER TO RETAIN LICENSE FEES AND TAXES
20 COLLECTED FROM ITS SUBSCRIBERS IN THE AMOUNT OF ANY OFFSET TO LICENSE FEES
21 SPECIFIED IN THE AGREEMENT.

22 J. FOR THE PURPOSES OF THIS SECTION, "ALLOWED WI-FI RADIO
23 EQUIPMENT" MEANS RADIO EQUIPMENT THAT USES ONLY UNLICENSED RADIO SPECTRUM
24 AND THAT ENABLES WIRELESS COMMUNICATION WITH A COMMUNICATIONS NETWORK FOR
25 UNLICENSED SERVICES SUCH AS WI-FI SERVICE.

26 9-1443. License fee; requirements, conditions and
27 limitations; pass through to subscribers

28 A. FOR THE PRIVILEGE OF A VIDEO SERVICE PROVIDER TO OCCUPY OR USE,
29 IN WHOLE OR IN PART, ANY HIGHWAY WITHIN THE BOUNDARIES OF A LOCAL
30 GOVERNMENT TO PROVIDE VIDEO SERVICE THROUGH A VIDEO SERVICE NETWORK, THE
31 LOCAL GOVERNMENT MAY REQUIRE A VIDEO SERVICE PROVIDER TO PAY A LICENSE FEE
32 TO THE LOCAL GOVERNMENT BASED ON THE GROSS REVENUE THAT THE VIDEO SERVICE
33 PROVIDER RECEIVES FROM ITS SUBSCRIBERS LOCATED WITHIN THE BOUNDARIES OF
34 THE LOCAL GOVERNMENT. THE LICENSE FEE BOTH:

35 1. IS SUBJECT TO THE LIMIT PRESCRIBED IN SECTION 9-1442, SUBSECTION
36 B AND TO OFFSET, INCLUDING AMOUNTS COLLECTED FROM SUBSCRIBERS, AS
37 PRESCRIBED BY SECTION 9-1442, SUBSECTIONS A AND I AND SUBSECTION D OF THIS
38 SECTION.

39 2. SHALL BE DUE NO MORE OFTEN THAN QUARTERLY.

40 B. IF THE LOCAL GOVERNMENT REQUIRES A LICENSE FEE PURSUANT TO
41 SUBSECTION A OF THIS SECTION, THE LOCAL GOVERNMENT SHALL ADOPT A LOCAL LAW
42 THAT IMPOSES THE LICENSE FEE EQUALLY AND UNIFORMLY ON ALL OF THE FOLLOWING
43 THAT ARE OPERATING WITHIN THE BOUNDARIES OF THE LOCAL GOVERNMENT:

44 1. VIDEO SERVICE PROVIDERS.

45 2. HOLDOVER CABLE OPERATORS.

1 C. A VIDEO SERVICE PROVIDER SHALL PAY THE ENTIRE AMOUNT OF THE
2 LICENSE FEE DIRECTLY TO THE LOCAL GOVERNMENT IN A CHECK, DRAFT OR NOTE OR
3 AUTOMATED CLEARING HOUSE TRANSACTION THAT IS PAYABLE IN LEGAL TENDER AS
4 DEFINED IN SECTION 43-1021.

5 D. A VIDEO SERVICE PROVIDER MAY DO ALL OF THE FOLLOWING:

6 1. PASS THE LICENSE FEE THROUGH TO AND COLLECT THE LICENSE FEE FROM
7 ITS SUBSCRIBERS WITHIN THE BOUNDARIES OF THE LOCAL GOVERNMENT, INCLUDING
8 FOR AN INCUMBENT CABLE OPERATOR ANY CHANGE IN LICENSE FEES THAT RESULTS
9 FROM A CHANGE IN THE APPLICABLE DEFINITION OF GROSS REVENUE.

10 2. DESIGNATE THE AMOUNT OF THE LICENSE FEE COLLECTED FROM EACH
11 SUBSCRIBER AS A SEPARATE LINE ITEM ON THE SUBSCRIBER'S BILL.

12 9-1444. Ownership of a video service network

13 A. A CITY OR TOWN MAY NOT ACQUIRE AN OWNERSHIP INTEREST IN A VIDEO
14 SERVICE NETWORK UNLESS THE OWNERSHIP INTEREST IS ACQUIRED AT NOT LESS THAN
15 FAIR MARKET VALUE.

16 B. EXCEPT FOR THE PURPOSES OF ACTING AS AN INTERMEDIARY IN A
17 TRANSFER OF A UNIFORM VIDEO SERVICE LICENSE, A COUNTY MAY NOT OWN A VIDEO
18 SERVICE NETWORK.

19 9-1445. Review and audit; bundling discounts; action to
20 recover underpayment or overpayment

21 A. NOT MORE THAN ONCE EVERY THREE YEARS, A LOCAL GOVERNMENT MAY ON
22 REASONABLE WRITTEN NOTICE AUDIT THE BUSINESS BOOKS AND RECORDS OF A VIDEO
23 SERVICE PROVIDER TO THE EXTENT NECESSARY TO ENSURE PAYMENT OF LICENSE FEES
24 PURSUANT TO THIS CHAPTER. THE LOCAL GOVERNMENT MAY NOT AUDIT ANY PERIOD
25 THAT ENDS MORE THAN THREE YEARS BEFORE THE DATE THAT THE NOTICE OF AUDIT
26 IS RECEIVED. ANY AUDITS OF A PERIOD OF TIME BEFORE ISSUANCE OF A UNIFORM
27 VIDEO SERVICE LICENSE SHALL BE CONDUCTED PURSUANT TO THE LOCAL LAWS IN
28 EFFECT DURING THE PERIOD OF TIME.

29 B. EXCEPT AS OTHERWISE PROVIDED BY FEDERAL LAW, IF A VIDEO SERVICE
30 PROVIDER OFFERS VIDEO SERVICE BUNDLED WITH OTHER SERVICES THAT ARE NOT
31 VIDEO SERVICE FOR A SINGLE DISCOUNTED PRICE, ALL OF THE FOLLOWING APPLY:

32 1. THE METHOD THAT THE VIDEO SERVICE PROVIDER USES TO DETERMINE
33 GROSS REVENUE SUBJECT TO LICENSE FEES BY ALLOCATING THE SINGLE DISCOUNTED
34 PRICE AMONG THE BUNDLE OF VIDEO SERVICE AND NONVIDEO SERVICES SHALL BE
35 REASONABLE AND SUPPORTED BY THE VIDEO SERVICE PROVIDER'S BOOKS AND
36 RECORDS.

37 2. THE LOCAL GOVERNMENT SHALL ACCEPT AS REASONABLE, FOR PURPOSES OF
38 MEETING THE VIDEO SERVICE PROVIDER'S BURDEN OF PROOF, AN ALLOCATION BASED
39 ON AN OBJECTIVE AND VERIFIABLE METHOD USING THE BOOKS AND RECORDS THAT THE
40 VIDEO SERVICE PROVIDER KEPT IN THE REGULAR COURSE OF BUSINESS FOR OTHER
41 PURPOSES, INCLUDING NONTAX PURPOSES.

42 3. A VIDEO SERVICE PROVIDER MAY NOT USE BUNDLED OFFERINGS AS A
43 MEANS TO EVADE PAYING LICENSE FEES.

44 C. THE LOCAL GOVERNMENT AND THE VIDEO SERVICE PROVIDER SHALL EACH
45 PAY ITS OWN COSTS AND FEES RELATING TO EACH AUDIT PERFORMED PURSUANT TO

1 SUBSECTION A OF THIS SECTION. IF THE SUM DETERMINED TO BE UNDERPAID
2 EXCEEDS FIVE PERCENT OF THE TOTAL FEES THAT THE AUDIT DETERMINES SHOULD
3 HAVE BEEN PAID FOR THE PERIOD, THE VIDEO SERVICE PROVIDER SHALL PAY THE
4 LOCAL GOVERNMENT'S REASONABLE COSTS OF THE AUDIT.

5 D. THE RATE OF INTEREST FOR BOTH UNDERPAYMENTS AND OVERPAYMENTS IS
6 THE FEDERAL SHORT-TERM RATE DETERMINED PURSUANT TO 26 UNITED STATES CODE
7 SECTION 6621(b), PLUS THREE PERCENTAGE POINTS.

8 E. A PERSON THAT PERFORMS A REVIEW AND AUDIT UNDER SUBSECTION A OF
9 THIS SECTION MAY NOT RECEIVE COMPENSATION THAT IS BASED, IN WHOLE OR IN
10 PART, ON EITHER OF THE FOLLOWING:

11 1. FINDING A PARTICULAR RESULT.

12 2. THE AMOUNT OF ANY UNDERPAYMENT OR OVERPAYMENT OF THE LICENSE FEE
13 THAT IS IDENTIFIED BECAUSE OF THE REVIEW AND AUDIT.

14 F. A COMPLAINT BY A LOCAL GOVERNMENT FOR UNDERPAYMENT OF A LICENSE
15 FEE FROM A VIDEO SERVICE PROVIDER OR BY A VIDEO SERVICE PROVIDER FOR
16 OVERPAYMENT OF A LICENSE FEE TO A LOCAL GOVERNMENT SHALL BE MADE PURSUANT
17 TO ARTICLE 5 OF THIS CHAPTER.

18 G. A COMPLAINT FOR A VIOLATION OF THE LICENSE FEE OBLIGATIONS UNDER
19 THIS CHAPTER MAY NOT BE MADE UNLESS A WRITTEN DEMAND BY A LOCAL GOVERNMENT
20 FOR PAYMENT OF THE LICENSE FEES OR A WRITTEN DEMAND BY A VIDEO SERVICE
21 PROVIDER FOR REFUND OF LICENSE FEES IS MADE WITHIN FOUR MONTHS AFTER THE
22 LOCAL GOVERNMENT OR VIDEO SERVICE PROVIDER REALIZES IT HAS BEEN DAMAGED OR
23 KNOWS OR REASONABLY SHOULD KNOW OF THE DAMAGE CAUSED BY THE ALLEGED
24 VIOLATION.

25 H. A COMPLAINT MUST BE FILED PURSUANT TO ARTICLE 5 OF THIS CHAPTER
26 WITHIN TWO YEARS AFTER THE WRITTEN DEMAND IS MADE PURSUANT TO THIS
27 SUBSECTION BUT NOT SOONER THAN FOUR MONTHS AFTER THE WRITTEN DEMAND.

28 ARTICLE 5. ENFORCEMENT

29 9-1451. Enforcement; office of administrative hearings; fees;
30 fund

31 A. A LOCAL GOVERNMENT MAY FILE A WRITTEN COMPLAINT AGAINST A VIDEO
32 SERVICE PROVIDER AND A VIDEO SERVICE PROVIDER MAY FILE A WRITTEN COMPLAINT
33 AGAINST A LOCAL GOVERNMENT ALLEGING A VIOLATION OF THIS CHAPTER OR THE
34 UNIFORM VIDEO SERVICE LICENSE AGREEMENT. UNLESS OTHERWISE PROVIDED IN
35 SECTION 9-1445, SUBSECTIONS F, G AND H OR THIS SECTION:

36 1. ALL COMPLAINTS MUST BE FILED WITH THE OFFICE OF ADMINISTRATIVE
37 HEARINGS.

38 2. THE COMPLAINANT MUST SERVE A COPY OF THE COMPLAINT ON THE PARTY
39 THAT IS THE SUBJECT OF THE COMPLAINT BY PERSONAL DELIVERY OR CERTIFIED
40 MAIL, RETURN RECEIPT REQUESTED, OR BY ANY OTHER METHOD REASONABLY
41 CALCULATED TO EFFECT ACTUAL NOTICE TO THE LOCAL GOVERNMENT'S LAST ADDRESS
42 OF RECORD FOR THE PARTY THAT IS THE SUBJECT OF THE COMPLAINT.

43 3. THE PARTY THAT IS THE SUBJECT OF THE COMPLAINT MAY FILE A
44 RESPONSE TO THE COMPLAINT WITH THE OFFICE OF ADMINISTRATIVE HEARINGS
45 WITHIN TWENTY DAYS AFTER SERVICE PURSUANT TO PARAGRAPH 2 OF THIS

1 SUBSECTION. RESPONSES SHALL BE SERVED PURSUANT TO PARAGRAPH 2 OF THIS
2 SUBSECTION.

3 B. BEFORE FILING A COMPLAINT PURSUANT TO THIS SECTION ALL OF THE
4 FOLLOWING APPLY:

5 1. THE COMPLAINANT MUST PROVIDE NOTICE OF THE ALLEGED VIOLATION OF
6 THIS CHAPTER TO THE PARTY THAT IS THE SUBJECT OF THE COMPLAINT.

7 2. THE PARTY THAT IS THE SUBJECT OF THE COMPLAINT MUST HAVE A
8 PERIOD OF NOT LESS THAN TWENTY DAYS AFTER THE DATE IT RECEIVES THE NOTICE
9 TO RESOLVE THE ALLEGED VIOLATION.

10 C. A HEARING BEFORE THE OFFICE OF ADMINISTRATIVE HEARINGS SHALL BE
11 HELD IF A COMPLAINT THAT COMPLIES WITH THIS SECTION IS FILED WITH THE
12 OFFICE OF ADMINISTRATIVE HEARINGS. UNLESS OTHER DEADLINES ARE ESTABLISHED
13 FOR A PARTICULAR COMPLAINT, ALL OF THE FOLLOWING APPLY:

14 1. THE HEARING SHALL BE HELD WITHIN TWO MONTHS AFTER THE DATE THAT
15 THE COMPLAINT IS FILED AND SERVICE IS COMPLETED PURSUANT TO SUBSECTION A
16 OF THIS SECTION.

17 2. THE DATE SCHEDULED FOR THE HEARING MAY BE ADVANCED OR DELAYED ON
18 THE AGREEMENT OF THE PARTIES OR ON A SHOWING OF GOOD CAUSE.

19 D. THE OFFICE OF ADMINISTRATIVE HEARINGS SHALL PREPARE AND SERVE A
20 NOTICE OF HEARING ON ALL PARTIES AT LEAST ONE MONTH BEFORE THE HEARING
21 THAT STATES THE TIME AND PLACE OF THE HEARING.

22 E. A PREHEARING CONFERENCE MAY BE HELD PURSUANT TO SECTION
23 41-1092.05.

24 F. UNLESS IT CONFLICTS WITH THE REQUIREMENTS OF THIS SECTION, THE
25 HEARING SHALL BE CONDUCTED PURSUANT TO SECTION 41-1092.07.

26 G. THE COMPLAINANT HAS THE BURDEN OF PERSUASION AT A HEARING UNDER
27 THIS SECTION.

28 H. THE DECISION OF THE ADMINISTRATIVE LAW JUDGE IS THE FINAL
29 ADMINISTRATIVE DECISION WITH RESPECT TO THE COMPLAINT. THE OFFICE OF
30 ADMINISTRATIVE HEARINGS SHALL SERVE A COPY OF THE ADMINISTRATIVE LAW
31 JUDGE'S DECISION ON ALL PARTIES. THE FINAL ADMINISTRATIVE DECISION MAY BE
32 APPEALED TO THE SUPERIOR COURT PURSUANT TO TITLE 12, CHAPTER 7, ARTICLE 6.
33 NOTWITHSTANDING SECTION 12-910, THE SUPERIOR COURT PROCEEDING SHALL BE A
34 TRIAL DE NOVO.

35 I. A PARTY MAY MOVE FOR REHEARING PURSUANT TO SECTION 41-1092.09
36 AND THE OFFICE OF ADMINISTRATIVE HEARINGS SHALL RULE ON THE MOTION. MOVING
37 FOR REHEARING OR REVIEW IS NOT NECESSARY FOR THE PARTY TO SEEK JUDICIAL
38 REVIEW OF THE DECISION OF THE ADMINISTRATIVE LAW JUDGE UNDER SUBSECTION H
39 OF THIS SECTION.

40 J. SERVICE IS COMPLETE ON PERSONAL SERVICE OR FIVE DAYS AFTER THE
41 DATE THAT THE OFFICE OF ADMINISTRATIVE HEARINGS MAILES THE FINAL
42 ADMINISTRATIVE DECISION TO EACH PARTY'S LAST KNOWN ADDRESS OF RECORD WITH
43 THE LOCAL GOVERNMENT.

44 K. THE OFFICE OF ADMINISTRATIVE HEARINGS SHALL ADOPT RULES PURSUANT
45 TO TITLE 41, CHAPTER 6 TO ADMINISTER HEARINGS UNDER THIS CHAPTER.

1 L. THE OFFICE OF ADMINISTRATIVE HEARINGS SHALL ESTABLISH,
2 ADMINISTER AND COLLECT FEES IN AN AMOUNT TO BE DETERMINED BY THE DIRECTOR
3 OF THE OFFICE OF ADMINISTRATIVE HEARINGS. THE DIRECTOR SHALL DEPOSIT,
4 PURSUANT TO SECTIONS 35-146 AND 35-147, ALL MONIES IN THE VIDEO SERVICE
5 PROVIDER COMPLAINT FUND ESTABLISHED BY SUBSECTION M OF THIS SECTION.

6 M. THE VIDEO SERVICE PROVIDER COMPLAINT FUND IS ESTABLISHED
7 CONSISTING OF MONIES COLLECTED PURSUANT TO SUBSECTION L OF THIS SECTION.
8 THE OFFICE OF ADMINISTRATIVE HEARINGS SHALL ADMINISTER THE FUND. MONIES
9 IN THE FUND ARE CONTINUOUSLY APPROPRIATED. THE OFFICE OF ADMINISTRATIVE
10 HEARINGS SHALL USE THE MONIES IN THE FUND FOR THE PURPOSE OF ADMINISTERING
11 THE DUTIES SPECIFIED IN THIS ARTICLE.

12 9-1452. Statute of limitations; costs and attorney fees;
13 federal subscriber service requirements

14 A. EXCEPT AS PROVIDED IN SECTION 9-1445, SUBSECTIONS F, G AND H, A
15 COMPLAINT UNDER THIS ARTICLE MUST BE FILED WITHIN TWO YEARS AFTER THE
16 COMPLAINANT REALIZES IT HAS BEEN DAMAGED AND KNOWS OR REASONABLY SHOULD
17 KNOW THE CAUSE, SOURCE, ACT, EVENT, INSTRUMENTALITY OR CONDITION THAT
18 CAUSED OR CONTRIBUTED TO THE ALLEGED VIOLATION.

19 B. EACH PARTY TO A DISPUTE UNDER THIS CHAPTER SHALL BEAR ITS OWN
20 ATTORNEY FEES AND COSTS.

21 C. THIS ARTICLE DOES NOT APPLY TO CLAIMS THAT A VIDEO SERVICE
22 PROVIDER HAS FAILED TO MEET SUBSCRIBER SERVICE STANDARDS PRESCRIBED BY
23 SECTION 9-1433, SUBSECTION B, PARAGRAPH 5 OR HAS VIOLATED TITLE 44,
24 CHAPTER 10, ARTICLE 7. CLAIMS OF VIOLATIONS OF FEDERAL SUBSCRIBER SERVICE
25 STANDARDS SHALL BE MADE PURSUANT TO THE PROCEDURE ESTABLISHED UNDER
26 FEDERAL LAW.

27 Sec. 2. Section 41-1092.01, Arizona Revised Statutes, is amended to
28 read:

29 41-1092.01. Office of administrative hearings; director;
30 powers and duties; fund

31 A. An office of administrative hearings is established.

32 B. The governor shall appoint the director pursuant to section
33 38-211. At a minimum, the director shall have the experience necessary for
34 appointment as an administrative law judge. The director also shall
35 possess supervisory, management and administrative skills, as well as
36 knowledge and experience relating to administrative law.

37 C. The director shall:

38 1. Serve as the chief administrative law judge of the office.

39 2. Make and execute the contracts and other instruments that are
40 necessary to perform the director's duties.

41 3. Subject to chapter 4, article 4 of this title, hire employees,
42 including full-time administrative law judges, and contract for special
43 services, including temporary administrative law judges, that are
44 necessary to carry out this article. An administrative law judge employed
45 or contracted by the office shall have graduated from an accredited

1 college of law or shall have at least two years of administrative or
2 managerial experience in the subject matter or agency section the
3 administrative law judge is assigned to in the office.

4 4. Make rules that are necessary to carry out this article,
5 including rules governing ex parte communications in contested cases.

6 5. Submit a report to the governor, speaker of the house of
7 representatives and president of the senate by November 1 of each year
8 describing the activities and accomplishments of the office. The
9 director's annual report shall include a summary of the extent and effect
10 of agencies' utilization of administrative law judges, court reporters and
11 other personnel in proceedings under this article and recommendations for
12 changes or improvements in the administrative procedure act or any
13 agency's practice or policy with respect to the administrative procedure
14 act.

15 6. Secure, compile and maintain all decisions, opinions or reports
16 of administrative law judges issued pursuant to this article and the
17 reference materials and supporting information that may be appropriate.

18 7. Develop, implement and maintain a program for the continuing
19 training and education of administrative law judges and agencies in regard
20 to their responsibilities under this article. The program shall require
21 that an administrative law judge receive training in the technical and
22 subject matter areas of the sections to which the administrative law judge
23 is assigned.

24 8. Develop, implement and maintain a program of evaluation to aid
25 the director in the evaluation of administrative law judges appointed
26 pursuant to this article that includes comments received from the public.

27 9. Annually report the following to the governor, the president of
28 the senate and the speaker of the house of representatives by December 1
29 for the prior fiscal year:

30 (a) The number of administrative law judge decisions rejected or
31 modified by agency heads.

32 (b) By category, the number and disposition of motions filed
33 pursuant to section 41-1092.07, subsection A to disqualify office
34 administrative law judges for bias, prejudice, personal interest or lack
35 of expertise.

36 (c) By agency, the number and type of violations of section
37 41-1009.

38 10. Schedule hearings pursuant to section 41-1092.05 upon the
39 request of an agency or the filing of a notice of appeal pursuant to
40 section 41-1092.03.

41 D. The director shall not require legal representation to appear
42 before an administrative law judge.

43 E. Except as provided in subsection F of this section, all state
44 agencies supported by state general fund sources, unless exempted by this
45 article, and the registrar of contractors shall use the services and

1 personnel of the office to conduct administrative hearings. All other
2 agencies shall contract for services and personnel of the office to
3 conduct administrative hearings.

4 F. An agency head, board or commission that directly conducts an
5 administrative hearing as an administrative law judge is not required to
6 use the services and personnel of the office for that hearing.

7 G. Each state agency, and each political subdivision contracting
8 for office services pursuant to subsection I of this section, shall make
9 its facilities available, as necessary, for use by the office in
10 conducting proceedings pursuant to this article.

11 H. The office shall employ full-time administrative law judges to
12 conduct hearings required by this article or other laws as follows:

13 1. The director shall assign administrative law judges from the
14 office to an agency, on either a temporary or a permanent basis, at
15 supervisory or other levels, to preside over contested cases and
16 appealable agency actions in accordance with the special expertise of the
17 administrative law judge in the subject matter of the agency.

18 2. The director shall establish the subject matter and agency
19 sections within the office that are necessary to carry out this
20 article. Each subject matter and agency section shall provide training in
21 the technical and subject matter areas of the section as prescribed in
22 subsection C, paragraph 7 of this section.

23 I. If the office cannot furnish an office administrative law judge
24 promptly in response to an agency request, the director may contract with
25 qualified individuals to serve as temporary administrative law
26 judges. These temporary administrative law judges are not employees of
27 this state.

28 J. The office may provide administrative law judges on a contract
29 basis to any governmental entity to conduct any hearing not covered by
30 this article. The director may enter into contracts with political
31 subdivisions of this state, and these political subdivisions may contract
32 with the director for the purpose of providing administrative law judges
33 and reporters for administrative proceedings or informal dispute
34 resolution. The contract may define the scope of the administrative law
35 judge's duties. Those duties may include the preparation of findings,
36 conclusions, decisions or recommended decisions or a recommendation for
37 action by the political subdivision. For these services, the director
38 shall request payment for services directly from the political subdivision
39 for which the services are performed, and the director may accept payment
40 on either an advance or reimbursable basis.

41 K. The office shall apply monies received pursuant to subsections E
42 and J of this section to offset its actual costs for providing personnel
43 and services.

1 L. THE OFFICE SHALL RECEIVE COMPLAINTS AGAINST A LOCAL GOVERNMENT
2 OR VIDEO SERVICE PROVIDER AS DEFINED IN SECTION 9-1401 AND SHALL COMPLY
3 WITH THE DUTIES IMPOSED ON THE OFFICE PURSUANT TO TITLE 9, CHAPTER 13.

4 Sec. 3. Legislative findings

5 Pursuant to section 41-1107, Arizona Revised Statutes, the
6 legislature has determined that it is reasonable and necessary to promote
7 a matter of statewide concern by regulating the licensure and provision of
8 video service to promote all of the following:

9 1. Provision of competitive video, telecommunications and
10 information service throughout this state.

11 2. More uniform regulation of competitive video service throughout
12 this state.

13 3. Streamlined licensing by local governments and more uniform
14 terms and conditions for video service providers that use highways to
15 provide video and other services over video service networks.

16 4. Continued management of local governments' use of their highways
17 with reasonable burdens on construction and maintenance across boundaries
18 between local governments for video service providers to use highways.

19 5. Continued levying of license fees by local governments on
20 subscriber service revenues derived from operating video service networks
21 to provide video service.

22 6. Support for federal subscriber service standards.

APPROVED BY THE GOVERNOR MAY 16, 2018.

FILED IN THE OFFICE OF THE SECRETARY OF STATE MAY 16, 2018.

RESOLUTION NO. 2016-21

A RESOLUTION OF THE CITY OF SEDONA, ARIZONA APPROVING THE CHANGE OF CONTROL OF THE CABLE TELEVISION FRANCHISE.

WHEREAS, NPG Cable, LLC d/b/a Suddenlink Communications ("Franchisee" or "Suddenlink") owns, operates, and maintains a cable television system serving the City of Sedona pursuant to a franchise agreement or similar authorization (the "Franchise") issued by the City of Sedona (the "Franchise Authority"), and Franchisee is the duly authorized holder of the Franchise; and

WHEREAS, Cequel Communications Holdings, LLC ("Cequel"), the parent of the Franchisee, has entered into a Purchase and Sale Agreement (the "Agreement") with Altice S.A. ("Altice"), pursuant to which all of the issued and outstanding equity interests of Cequel will be acquired by Altice (the "Transaction"); and

WHEREAS, Franchisee has requested the consent of the Franchise Authority for the change of control of the Franchise in connection with the Transaction in accordance with the requirements of the Franchise and applicable law and has filed with the Franchise Authority an application on FCC Form 394 that includes relevant information concerning the Transaction and Altice (collectively, the "Application"); and

WHEREAS, the Franchise Authority has reviewed the Application, examined the legal, financial and technical qualifications of the relevant parties, followed all required procedures to consider and act upon the Application, and considered the comments of all interested parties; and

WHEREAS, the Franchise Authority believes it is in the interest of the community to approve the Application and the change of control of the Franchise in connection with the Transaction, as described in the Application.

NOW THEREFORE BE IT RESOLVED BY THE FRANCHISE AUTHORITY AS FOLLOWS:

SECTION 1. The Franchise Authority hereby approves the Application and consents to the change of control of the Franchise in connection with the Transaction, all in accordance with the terms of the Franchise and applicable law.

SECTION 2. The Franchise Authority's approval of the Application and its consent to the change of control of the Franchise in connection with the Transaction shall be effective immediately, and Suddenlink shall notify the Franchise Authority of the closing of the Transaction promptly after the Closing Date; provided, however, this Resolution shall be null and void if the Transaction is not consummated.

SECTION 3. This Resolution shall have the force of a continuing agreement with Franchisee, and the Franchising Authority shall not revoke, amend or otherwise alter this Resolution without the consent of the Franchisee.



Notice of Transfer of Suddenlink Cable Franchise

The Sedona City Council will consider the application of Altice, S.A. to assume the current franchise of Suddenlink through a purchase and sale agreement at its regular meeting in the City Council Chambers, 102 Roadrunner Drive, Sedona, Arizona, on June 14, 2016, beginning at 4:30 p.m. Pursuant to A.R.S. § 9-507.B, interested persons within the franchise area may submit written comments and attend the public hearing. Factors to be applied by the City Council in reviewing the application are listed in Section 5.15.060 of the Sedona City Code.

1. There are no proposed changes in the services to be provided per Suddenlink's letter of June 3, 2015, available on the City of Sedona Website at:
<https://www.sedonaaz.gov/Home/ShowDocument?id=29116>.
2. Altice, S.A. will be the owner and operator of the cable system upon completion of the purchase agreement and approval of the Federal Communications Commission. FCC Form 394 is being used as the application to the City, and is available for review on the City of Sedona's Website at:
<https://www.sedonaaz.gov/Home/ShowDocument?id=29116>.
3. The due date for any written comments will be Thursday, June 2, 2016.

FCC 394

APPLICATION FOR FRANCHISE AUTHORITY
 CONSENT TO ASSIGNMENT OR TRANSFER OF CONTROL
 OF CABLE TELEVISION FRANCHISE

FOR FRANCHISE AUTHORITY USE ONLY

SECTION I. GENERAL INFORMATION

DATE	6/3/2015	1. Community Unit Identification Number:	AZ0107; AZ0108; AZ0335; AZ0174; AZ167; AZ0186; AZ0187
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2. Application for: Assignment of Franchise Transfer of Control

3. Franchising Authority: City of Sedona	
4. Identify community where the system/franchise that is the subject of the assignment or transfer of control is located: City of Sedona	
5. Date system was acquired or (for system's constructed by the transferor/assignor) the date on which service was provided to the first subscriber in the franchise area:	No longer applicable
6. Proposed effective date of closing of the transaction assigning or transferring ownership of the system to transferee/assignee:	As soon as practicable

7. Attach as an Exhibit a schedule of any and all additional information or material filed with this application that is identified in the franchise as required to be provided to the franchising authority when requesting its approval of the type of transaction that is the subject of this application.

Exhibit No.
1

PART I - TRANSFEROR/ASSIGNOR

1. Indicate the name, mailing address, and telephone number of the transferor/assignor.

Legal name of Transferor/Assignor (if individual, list last name first)			
Cequel Corporation			
Assumed name used for doing business (if any)			
Mailing street address or P.O. Box			
520 Maryville Centre Drive, Suite 300			
City	State	ZIP Code	Telephone No. (include area code)
St. Louis	MO	63141	314-315-9400

2.(a) Attach as an Exhibit a copy of the contract or agreement that provides for the assignment or transfer of control (including any exhibits or schedules thereto necessary in order to understand the terms thereof). If there is only an oral agreement, reduce the terms to writing and attach. (Confidential trade, business, pricing or marketing information, or other information not otherwise publicly available, may be redacted).

Exhibit No.
2

(b) Does the contract submitted in response to (a) above embody the full and complete agreement between the transferor/assignor and the transferee/assignee?

Yes No

If No, explain in an Exhibit.

Exhibit No.
2

SECTION II. TRANSFEREE'S/ASSIGNEE'S LEGAL QUALIFICATIONS

1. Transferee/Assignee is:

<input checked="" type="checkbox"/> Corporation	<table border="1"> <tr> <td>a. Jurisdiction of incorporation: Grand Duchy of Luxembourg</td> <td rowspan="3">d. Name and address of registered agent in jurisdiction: 3, boulevard Royal, L-2449 Luxembourg</td> </tr> <tr> <td>b. Date of incorporation: 1/15/2014</td> </tr> <tr> <td>c. For profit or not-for-profit: For Profit</td> </tr> </table>	a. Jurisdiction of incorporation: Grand Duchy of Luxembourg	d. Name and address of registered agent in jurisdiction: 3, boulevard Royal, L-2449 Luxembourg	b. Date of incorporation: 1/15/2014	c. For profit or not-for-profit: For Profit
a. Jurisdiction of incorporation: Grand Duchy of Luxembourg	d. Name and address of registered agent in jurisdiction: 3, boulevard Royal, L-2449 Luxembourg				
b. Date of incorporation: 1/15/2014					
c. For profit or not-for-profit: For Profit					
<input type="checkbox"/> Limited Partnership	<table border="1"> <tr> <td>a. Jurisdiction in which formed:</td> <td rowspan="2">c. Name and address of registered agent in jurisdiction:</td> </tr> <tr> <td>b. Date of formation:</td> </tr> </table>	a. Jurisdiction in which formed:	c. Name and address of registered agent in jurisdiction:	b. Date of formation:	
a. Jurisdiction in which formed:	c. Name and address of registered agent in jurisdiction:				
b. Date of formation:					
<input type="checkbox"/> General Partnership	<table border="1"> <tr> <td>a. Jurisdiction whose laws govern formation:</td> <td>b. Date of formation:</td> </tr> </table>	a. Jurisdiction whose laws govern formation:	b. Date of formation:		
a. Jurisdiction whose laws govern formation:	b. Date of formation:				
<input type="checkbox"/> Individual					
<input type="checkbox"/> Other. Describe in an Exhibit.					

Exhibit No. n/a

2. List the transferee/assignee, and, if the transferee/assignee is not a natural person, each of its officers, directors, stockholders beneficially holding more than 5% of the outstanding voting shares, general partners, and limited partners holding an equity interest of more than 5%. Use only one column for each individual or entity. Attach additional pages if necessary. (Read carefully - the lettered items below refer to corresponding lines in the following table.)

- (a) Name, residence, occupation or principal business, and principal place of business. (If other than an individual, also show name, address and citizenship of natural person authorized to vote the voting securities of the applicant that it holds.) List the applicant first, officers, next, then directors and, thereafter, remaining stockholders and/or partners.
- (b) Citizenship.
- (c) Relationship to the transferee/assignee (e.g., officer, director, etc.).
- (d) Number of shares or nature of partnership interest.
- (e) Number of votes.
- (f) Percentage of votes.

(a)	See Attached Exhibit 3		
(b)	See Attached Exhibit 3		
(c)	See Attached Exhibit 3		
(d)	See Attached Exhibit 3		
(e)	See Attached Exhibit 3		
(f)	See Attached Exhibit 3		

SECTION V - CERTIFICATIONS

Part I - Transferor/Assignor

All the statements made in the application and attached exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

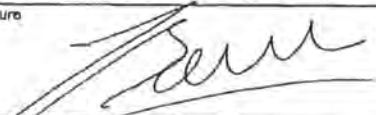
I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.	Signature 
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Date 6-3-15
	Print full name Michael J. Zarrilli - Vice President Government Relations
Check appropriate classification: <input type="checkbox"/> Individual <input type="checkbox"/> General Partner <input checked="" type="checkbox"/> Corporate Officer (Indicate Title) <input type="checkbox"/> Other. Explain:	

Part II - Transferee/Assignee

All the statements made in the application and attached Exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

The transferee/assignee certifies that he/she:

- (a) Has a current copy of the FCC's Rules governing cable television systems.
- (b) Has a current copy of the franchise that is the subject of this application, and of any applicable state laws or local ordinances and related regulations.
- (c) Will use its best efforts to comply with the terms of the franchise and applicable state laws or local ordinances and related regulations, and to effect changes, as promptly as practicable, in the operation system, if any changes are necessary to cure any violations thereof or defaults thereunder presently in effect or ongoing.

I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.	Signature 
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Date 6-3-15
	Print full name JEREMIE BONNIN General Secretary
Check appropriate classification: <input type="checkbox"/> Individual <input type="checkbox"/> General Partner <input checked="" type="checkbox"/> Corporate Officer (Indicate Title) <input type="checkbox"/> Other. Explain:	

RESOLUTION NO. 2012-22

RESOLUTION OF THE CITY OF SEDONA, ARIZONA APPROVING THE CHANGE OF CONTROL OF THE CABLE TELEVISION FRANCHISE

WHEREAS, NPG, LLC d/b/a Suddenlink Communications ("Franchisee" or "Suddenlink") owns, operates, and maintains a cable television system serving the City of Sedona pursuant to a franchise agreement or similar authorization (the "Franchise") issued by the City of Sedona (the "Franchise Authority"), and Franchisee is the duly authorized holder of the Franchise; and

WHEREAS, Cequel Communications Holdings, LLC ("Cequel"), the parent of the Franchisee, has entered into a Purchase and Sale Agreement (the "Agreement") with Nespresso Acquisition Corporation ("Nespresso"), pursuant to which all of the issued and outstanding equity interests of Cequel will be acquired by Nespresso (the "Transaction"); and

WHEREAS, Franchisee has requested the consent of the Franchise Authority for the change of control of the Franchise in connection with the Transaction in accordance with the requirements of the Franchise and applicable law and has filed with the Franchise Authority an application on FCC Form 394 that includes relevant information concerning the Transaction and Nespresso (collectively, the "Application"); and

WHEREAS, the Franchise Authority has reviewed the Application, examined the legal, financial and technical qualifications of the relevant parties, followed all required procedures to consider and act upon the Application, and considered the comments of all interested parties; and

WHEREAS, the Franchise Authority believes it is in the interest of the community to approve the Application and the change of control of the Franchise in connection with the Transaction, as described in the Application.

NOW THEREFORE BE IT RESOLVED BY THE FRANCHISE AUTHORITY AS FOLLOWS:

SECTION 1. The Franchise Authority hereby approves the Application and consents to the change of control of the Franchise in connection with the Transaction, all in accordance with the terms of the Franchise and applicable law.

SECTION 2. The Franchise Authority's approval of the Application and its consent to the change of control of the Franchise in connection with the Transaction shall be effective immediately, and Suddenlink shall notify the Franchise Authority of the closing of the Transaction promptly after the Closing Date; provided, however, this Resolution shall be null and void if the Transaction is not consummated.



Notice of Transfer of Suddenlink Cable Franchise

The Sedona City Council will consider the application of Nespresso Acquisition Corporation, to assume the current franchise of Suddenlink through an equity purchase agreement at its regular meeting in the City Council Chambers, 102 Roadrunner Drive, Sedona, Arizona, on October 23, 2012, beginning at 4:30 p.m. Pursuant to A.R.S. § 9-507.B, interested persons within the franchise area may submit written comments and attend the public hearing. Factors to be applied by the City Council in reviewing the application are listed in Section 5.15.060 of the Sedona City Code.

1. There are no proposed changes in the services to be provided per Suddenlink's letter of July 26, 2012, available on the City of Sedona Website at:
<https://www.sedonaaz.gov/Sedonacms/Modules/ShowDocument.aspx?documentid=11085>
2. Nespresso Acquisition Corporation will be the owner and operator of the cable system upon completion of the purchase agreement and approval of the Federal Communications Commission. FCC Form 394 is being used as the application to the City, and is available for review on the City of Sedona's Website at:
<https://www.sedonaaz.gov/Sedonacms/Modules/ShowDocument.aspx?documentid=11085>
3. The due date for any written comments will be Monday, October 22, 2012.

FCC 394

APPLICATION FOR FRANCHISE AUTHORITY
 CONSENT TO ASSIGNMENT OR TRANSFER OF CONTROL
 OF CABLE TELEVISION FRANCHISE

FOR FRANCHISE AUTHORITY USE ONLY

SECTION I. GENERAL INFORMATION

DATE	July 26, 2012	1. Community Unit Identification Number: AZ0107; AZ0108; AZ0335; AZ0174; AZ167; AZ0186; AZ0187
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2. Application for: Assignment of Franchise Transfer of Control

3. Franchising Authority:	City of Sedona		
4. Identify community where the system/franchise that is the subject of the assignment or transfer of control is located:	City of Sedona		
5. Date system was acquired or (for system's constructed by the transferor/assignor) the date on which service was provided to the first subscriber in the franchise area:	No longer applicable		
6. Proposed effective date of closing of the transaction assigning or transferring ownership of the system to transferee/assignee:	As soon as practicable		

7. Attach as an Exhibit a schedule of any and all additional information or material filed with this application that is identified in the franchise as required to be provided to the franchising authority when requesting its approval of the type of transaction that is the subject of this application.

Exhibit No. 1

PART I - TRANSFEROR/ASSIGNOR

1. Indicate the name, mailing address, and telephone number of the transferor/assignor.

Legal name of Transferor/Assignor (if individual, list last name first) Cequel Communications Holdings, LLC			
Assumed name used for doing business (if any)			
Mailing street address or P.O. Box 12444 Powerscourt Drive Suite 140			
City St. Louis	State MO	ZIP Code 63131	Telephone No. (include area code) 314-315-9400

2.(a) Attach as an Exhibit a copy of the contract or agreement that provides for the assignment or transfer of control (including any exhibits or schedules thereto necessary in order to understand the terms thereof). If there is only an oral agreement, reduce the terms to writing and attach. (Confidential trade, business, pricing or marketing information, or other information not otherwise publicly available, may be redacted).

Exhibit No. 2

(b) Does the contract submitted in response to (a) above embody the full and complete agreement between the transferor/assignor and the transferee/assignee?

Yes No

If No, explain in an Exhibit.

Exhibit No. 2

SECTION II. TRANSFEREE'S/ASSIGNEE'S LEGAL QUALIFICATIONS

1. Transferee/Assignee is:

Corporation

a. Jurisdiction of incorporation: DE	d. Name and address of registered agent in jurisdiction: Corporation Services Company 2711 Centerville Road, Suite 400 Wilmington, DE 19808
b. Date of incorporation: 7/3/2012	
c. For profit or not-for-profit: For Profit	

Limited Partnership

a. Jurisdiction in which formed:	c. Name and address of registered agent in
b. Date of formation:	

General Partnership

a. Jurisdiction whose laws govern formation:	b. Date of formation:
--	-----------------------

Individual

Other. Describe in an Exhibit.

Exhibit No. n/a

2. List the transferee/assignee, and, if the transferee/assignee is not a natural person, each of its officers, directors, stockholders beneficially holding more than 5% of the outstanding voting shares, general partners, and limited partners holding an equity interest of more than 5%. Use only one column for each individual or entity. Attach additional pages if necessary. (Read carefully - the lettered items below refer to corresponding lines in the following table.)

- (a) Name, residence, occupation or principal business, and principal place of business. (If other than an individual, also show name, address and citizenship of natural person authorized to vote the voting securities of the applicant that it holds.) List the applicant first, officers, next, then directors and, thereafter, remaining stockholders and/or partners.
- (b) Citizenship.
- (c) Relationship to the transferee/assignee (e.g., officer, director, etc.).
- (d) Number of shares or nature of partnership interest.
- (e) Number of votes.
- (f) Percentage of votes.

(a)	See Attached Exhibit 3		
(b)	See Attached Exhibit 3		
(c)	See Attached Exhibit 3		
(d)	See Attached Exhibit 3		
(e)	See Attached Exhibit 3		
(f)	See Attached Exhibit 3		

**2007 Cable License Renewal Agreement
Between the City of Sedona, Arizona
And NPG Cable, Inc.**

This Cable License Agreement is made and entered into by and between the City of Sedona Arizona, (City) a municipal corporation, and NPG Cable, Inc., an Arizona corporation (Licensee).

Recitals

- A. Licensee desires to renew its cable license and City and Licensee desire to enter into this Agreement as a renewal of the Cable Television License Agreement between the City and predecessor corporations of Licensee, originally entered into on October 19, 1992.
- B. The City Council has determined that it is in the best interests of, and consistent with, the health, safety and welfare of the Citizens of the City to grant a renewal license to Licensee to use public rights-of-way for the purposes specified in this License Agreement (“License” or “Agreement”) and on the terms and conditions set forth herein.
- C. The City has afforded the public adequate notice and an opportunity for comment on this renewal license.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

Section 1. Definitions.

- A. When used in this Agreement, the following terms shall have the meaning given in this Section. The word “shall” is always mandatory. The word “may” is discretionary
 - 1. “Cable Service” means:
 - a. The one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and
 - b. Subscriber interaction, if any, that is required for the selection or use of such video programming or other programming service.
 - 2. “Cable System” means Licensee’s facility located within the City, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service to multiple subscribers within the City.
 - 3. “City” means the City of Sedona, Arizona.
 - 4. “Council” means the governing body of City.
 - 5. “Facilities” means any reception, processing, distribution or transmission component of the Cable System, including cables, conduits, converters, splice boxes, cabinets, manholes, vaults, poles, equipment, drains, surface location markers, appurtenances, and related facilities maintained by Licensee in the Streets.
 - 6. “FCC” means the Federal Communications Commission.

7. "Gross Revenues" means any and all revenues received directly or indirectly by Licensee, its affiliates, subsidiaries, parent company, and any person in which Licensee has a financial interest, in association with the provision of cable television and other services within the City, including but not limited to: monthly fees for basic service, expanded basic and/or digital service, premium channels, high definition services and pay-per-view fees, installation, repair service call and change-in-service fees, late fees, leased channel fees, converter and other equipment rentals, studio and production fees, advertising revenues and revenue from other cable services as allowed by federal or state law; provided, however, that those revenues shall not include any taxes on services furnished by Licensee payable to the State of Arizona or any other governmental unit, including the City, and collected by Licensee on behalf of said governmental unit, including the City but shall include the fee on fee.
8. "License" means the rights granted to Licensee under this Chapter to construct and operate the Cable System and to provide Cable Services.
9. "Licensee" means the corporation or commercial entity operating a Cable System under a license granted pursuant to this Chapter, and its permitted successors.
10. "Normal Business Hours" means those hours during which most similar businesses in the community are open to serve customers.
11. "Normal Operating Conditions" means those service conditions that are within the control of the cable operator.
12. "Person" means any person, firm, partnership, association, corporation, company, or other legal entity.
13. "Street" means the surface of, and the space above and below, any public street, road, highway, freeway, lane, alley, path, court, sidewalk, parkway, or drive, or any public easement or right-of-way now or later dedicated to the City.
14. "Service Interruption" means the loss of picture or sound on one or more cable channels.
15. "Subscriber" means any Person who lawfully receives or requests Cable Service.

B. In the event the meaning of any word or phrase not defined in this Section is uncertain, the definitions contained in FCC rules and regulations apply.

Section 2. Grant of Authority.

- A. Grant of Nonexclusive Authority. Under the authority of ARS § 9-505, City grants to Licensee the right to construct, erect, operate, and maintain, in, upon, along, across, above, over and under the Streets, all Facilities necessary or desirable for the construction, maintenance, and operation of the Cable System. Licensee may operate the Cable System to provide additional Cable Services and non-cable services such as cable modem services, telecommunications services, as permissible under applicable law. Licensee may activate and offer such other services in response to consumer and business demand and marketplace conditions. This License shall be nonexclusive, and City may grant licenses to other Persons. Any additional licenses shall contain the same substantive terms and conditions as this License.

- B. Rules of Licensee. The Licensee shall have the authority to promulgate rules, regulations, terms and conditions governing its business and services as reasonably necessary to enable Licensee to operate its business and perform its obligation under this Chapter.

Section 3. License Term.

- A. The License granted under this Chapter commences upon approval by the Council and acceptance by Licensee and shall continue for 15 years, unless renewed, revoked or terminated sooner.

Section 4. Conditions of Street Occupancy.

- A. Location of Facilities. Licensee shall locate all Facilities so as to minimize interference with the use of the Streets and with the rights and reasonable convenience of adjacent property owners.
- B. Construction Codes and Permits. Licensee shall obtain all necessary permits from City before commencing construction, maintenance, or repair of the Cable System. All construction, maintenance, or repair of the Cable System shall comply with all applicable City codes and permit requirements.
- C. Repair of Streets and Property. Licensee, at its expense, shall promptly restore any Street, public property, or private property damaged by Licensee during the construction, maintenance or repair of the Cable System. This provision does not apply to private property unlawfully constructed within a recorded easement or public right-of-way.
- D. Public Projects. After reasonable prior notice, Licensee, at its expense, shall relocate its Facilities as required by the City due to traffic conditions, public safety, street construction, repairs, relocations, or other public improvements by City.
- E. Building Movement. Upon request of any Person holding a moving permit issued by City and after reasonable prior notice, Licensee shall temporarily move its Facilities to permit the moving of buildings. Licensee may require the requesting Person to pay all costs related to the temporary relocation of Facilities, and may require payment in advance.
- F. Tree Trimming. Licensee may trim any trees in or overhanging the Streets, alleys, sidewalks, or public easements of City as necessary to protect Licensee's Facilities.
- G. Undergrounding of Cable. In all areas of City where all other utility lines are placed underground, Licensee shall construct and install its Facilities underground. In any area of City where one or more public utilities are installed aerially, Licensee may construct and install its Facilities aerially. Where the Licensee is party to an agreement with the City to place certain aerial facilities underground in concert with public utility or other service providers, the Licensee shall be granted the same incentives, relief, assistance, or waivers as are granted to any public utility companies or other service providers who are also parties to the same agreement, or similar agreements, with the city to place portions of their existing aerial facilities underground.
- H. Compliance with Codes. Licensee shall install and maintain its Facilities in compliance with the applicable construction and safety codes in effect at the time of the installation of the applicable Facility, including the National Electrical Safety Code and the National Electrical Code.

- I. Noncompliance with Conditions for Street Occupancy. City may correct noncompliance related to conditions for street occupancy under this Section and submit to Licensee an itemized statement for the costs of correction. Licensee shall pay the costs of the correction to City within 30 days of receipt of the itemized statement.
- J. Identification of the Cable System. Licensee shall identify aerial portions of its Cable System and Drops installed after the effective date of this License (such as by color code, stamping, engraving, tags, stickers, or other appropriate method selected by Licensee) so as to allow emergency personnel to distinguish Licensee's cables from that of other cable operators, utilities, and service providers in the City.

All direct buried transmission lines shall be buried at a depth of greater than 3 feet, depending on the terrain, and drop lines buried at a minimum of 9-12". If the city or its agents perform surface work on the roads and right-of-ways, and such work directly, or indirectly through the weight of equipment, damages the Cable System, and it was not at these minimum depths, the cost of repairs, and compensation, if any, to subscribers for loss of service, shall be the responsibility of the Licensee. Licensee further agrees to abide by Arizona Blue Stake laws as far as locating buried lines.

Portions of the Cable System installed after the effective date of this License that are located in conduit, including conduit of others used by Licensee, shall be marked at their entrance into and exit from each manhole and handhole with Licensee's name and toll-free telephone number to call for assistance.

Section 5. Cable System Operations and Safety.

- A. Technical Standards. Licensee shall operate the Cable System in compliance with all applicable FCC technical standards.
- B. Test Reports and Regulatory Filings. Upon request by City, Licensee shall provide City with copies of: (i) reports of any FCC required test of the Cable System; and (ii) any filings with regulatory authorities related to the operation of the Cable System within the City.
- C. Inspection and Testing.
 - 1. At any time, the City may inspect any Facilities located within the Streets or on public property. Upon reasonable notice and for good cause, City may inspect any Facilities not located in the Streets or on public property.
 - 2. In case of unresolved complaints or questions concerning compliance with this Chapter, City may require special testing of the Cable System. Before ordering special tests, City shall provide Licensee with notice of City's intent to require special testing. Licensee shall have 30 days following receipt of the notice to investigate and, if necessary, correct the complaints or compliance questions. If Licensee does not resolve to City's reasonable satisfaction the complaints or compliance questions within the 30-day period, the tests shall be conducted at Licensee's expense by a qualified engineer selected by City and Licensee. Licensee shall cooperate in such testing.
- D. As-Built Maps/Location of Facilities. Licensee shall keep accurate, complete and current maps and records of the Cable System and its facilities and shall provide copies to City at no cost as set forth

below.

1. Licensee shall furnish two complete sets of "as-built" paper maps of the Cable System to City within thirty (30) days of the effective date of this license, and Licensee shall provide City copies of any new or revised "as-built" paper drawings as they are generated for all portions of Licensee's Cable System located within City (and in no event later than thirty (30) days after construction (or reconstruction) of any portion of the Cable System within the City). Upon request by City in an emergency, Licensee as soon as possible (but no more than one (1) business day from the request) shall inform City of any changes from such maps and records previously supplied and shall mark up any maps provided by City so as to show the location of the Cable System.
 2. The "as built" maps shall accurately show the location of the Cable System not only in a horizontal plane, but for all buried or underground portions of the Cable System shall also accurately show its depth (a) where as of the effective date of this License any paper maps contained such data for existing installations, and (b) in electronic format for portions of the Cable System installed after the effective date of this License.
 3. The "as built" maps shall include at a minimum all Cable System and facility routings and shall be drawn to a scale and upon such media as required by the City Manager.
 4. For new installations, Licensee shall provide to the City electronic data showing the location and depths of the buried lines, or new overhead systems, using CAD or other software programs compatible for mapping with the City's GIS system. The data shall be as of the time of construction.
- E. Abandonment of Facilities. Licensee's property to be abandoned in place shall be abandoned in the manner prescribed by the City. Upon permanent abandonment of any license property in place, Licensee shall deliver to City an instrument transferring to the City ownership of the license property abandoned, for those portions of the property requested by the City. The City shall assume no responsibility for property abandoned by the Licensee unless such property is accepted by the City

Section 6. Cable System Upgrades.

- A. During the term of this License, Licensee shall upgrade the Cable System as required to maintain a technically superior Cable System that incorporates state of the art advancements in technology, services and customer service as compared to similarly situated cable systems in the region. On or before July 31, 2007 Licensee shall upgrade the Cable System to provide all services in a digital format and introduce a package of High Definition programming.

Section 7. Customer Service and System Extension.

- A. Service to Subscribers. Licensee shall provide Cable Services without discrimination to all Persons who request such services and who comply with Licensee's terms and conditions of service. Licensee is not obligated to extend service to residences beyond 300 feet from Licensee's Facilities.
- B. Customer Service Standards. Licensee shall render efficient service, make repairs promptly, and shall

use commercially reasonable efforts to minimize the duration of service interruptions. As of the effective date of this Ordinance, Licensee shall comply with the following customer service standards:

1. Cable system office hours and telephone availability.
2. The cable operator will maintain a local, toll-free or collect call telephone access line that will be available to its subscribers 24 hours a day, seven days a week.
3. Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.
4. 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.
5. Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed 30 seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed 30 seconds. These standards shall be met no less than ninety percent of the time under normal operating conditions, measured on a quarterly basis.
6. 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.
7. Under normal operating conditions, the customer will receive a busy signal less than three percent of the time.
8. Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.
9. Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five percent of the time measured on a quarterly basis:
 - i. Standard installations will be scheduled within seven business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.
 - 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 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.
 - iii. 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 at the request of the customer.

- iv. If an appointment cannot be made, the Licensee shall contact the customer as soon as practicable and reschedule the appointment at the customer's convenience.

10. Communications between cable operators and cable subscribers.

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

- 1. The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or
- 2. 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.

11. Customer Compliant Records and Reporting. Licensee shall maintain records of telephone availability, installation availability, customer complaints, service outages and the resolution, if any, of each complaint and outage. These records shall be available for review by the City upon reasonable prior notice. During the first two calendar years of this License, Licensee shall provide to the City an annual report summarizing the information maintained under this Section. Thereafter, License shall provide the annual report upon request by the City.

12. Changes to Rates and Services. Licensee shall provide the City with sixty (60) days prior notice of any rate changes or deletions in the channels or modifications of the channel lineups being carried on the cable system, and give similar notice to subscribers at least 30 days prior to their effective dates. New services may be added by Licensee without these notice requirements, unless the new service results in changes to existing channels or rate changes.

C. Extension of Cable System. Licensee shall extend its Facilities to areas of the City with an average 15 residences per additional mile of cable.

Section 8. Service to Public Buildings; Educational and Governmental Access.

A. Service to Public Buildings and Schools. Licensee, at its cost, shall provide a service drop and basic Cable Service to each City building, police station, fire station, and public and private school passed by the Cable System, with additional service drops to be provided at the cost of labor and material.

B. Government Access Channel. Licensee shall continue to provide City with one Government Access Channel for use by the City for noncommercial governmental programming throughout the term of the license, which shall include Licensee providing the activated drop or line to City Hall for live broadcasting from there. The City shall control and manage all programming on the Government Access Channel.

C. Educational Access Channel. Within 12 months of a request by the City, Licensee shall provide the City with one Educational Access Channel for use by City schools, colleges or universities for noncommercial educational programming. Licensee shall also provide one (1) activated drop for live broadcasting of the educational access channel from an educational facility within City limits at the

request of the City at Licensee's cost, subject to the location being within an area served by the Licensee. The City or its designee shall control and manage all programming on the Educational Access Channel. The City's request for the Educational Access Channel shall include the proposed rules and procedures governing the use, control, and management of the channel. Before Licensee activates the channel, City and other interested parties shall cooperate with Licensee to resolve any objections to the proposed rules and procedures for the Educational Access Channel. At City's option, the Educational Access Channel and Government Access Channel may be combined or "shared" such that there is one combined Government and Education Access channel.

- D. Technical Assistance and Grant. Grantee shall provide reasonable assistance as requested by City to assist in resolving technical questions and problems regarding the Government Access Channel and the Educational Access Channel. In addition, Licensee shall make a one-time grant in the amount of Fifteen Thousand (\$15,000) to the City within 60 days of the execution of this renewal License to be used for capital expenses associated with live broadcasting of either the Government Access or Educational Access channels, such as purchase of cameras and editing equipment. The payment shall not be a credit or offset against any of the license fees.
- E. Unused Channel Capacity. Following notice to City, Licensee may program any unused capacity on the Government and Educational Access Channels, as set forth under federal law.

Section 9. City Communications Needs.

- A. Licensee shall provide reasonable assistance and consultation to City in periodically evaluating the City's current communications needs and how capabilities of the Cable System or other technologies may be used to meet those needs.

Section 10. License Fee.

- A. Payments to City. Beginning July 1, 2007 and for each successive year of this License, Licensee shall pay quarterly to City a license fee equal to 5% of Gross Revenues. Licensee shall deliver the payment to City within 30 days of the end of each calendar quarter.
- B. Annual License Fee Report. Within 30 days after the end of each calendar year, Licensee shall file with the City a report showing in reasonable detail Gross Revenues and the calculations of License fees payments in the previous year. An authorized representative of Licensee shall certify the License Fee Report.
- C. License Fee Audit. Following reasonable prior notice, the City may inspect and audit Licensee's applicable books and records to verify License Fee calculations and payments. Upon completion of the audit, the City shall provide Licensee with a report of the audit results. If the audit results show an underpayment, Licensee shall promptly pay City any uncontested amount plus interest at a rate of 12% per annum from the original due date. If Licensee contests any alleged underpayment, within 30 days of receiving the audit results, Licensee shall provide City a notice of objection to the audit results. The notice shall state in reasonable detail the basis for any objections. Following receipt of a notice of objections, representatives of the City and Licensee shall have 60 days to negotiate in good faith a resolution of Licensee's objections. City and Licensee may agree to extend the period for negotiations. If the City and Licensee are unable to negotiate a resolution of Licensee's objections, then the matter shall be referred to an independent CPA selected by City and Licensee. The decision of the independent CPA shall be final and binding. If the independent CPA determines that any

underpayment occurred, Licensee shall pay that amount to the City plus interest of 12% per annum from the original due date. If the independent CPA finds a payment deficiency greater than 5%, exclusive of interest, then Licensee shall pay the costs of independent CPA review. If the independent CPA finds a payment deficiency of 5% or less, exclusive of interest, then City and Licensee shall each pay 50% of the costs of the independent CPA review.

- D. Bundled Services. If Licensee offers service packages combining Cable Services and non-Cable Services, Licensee shall notify the City. The notice shall include a proposed method for calculating license fees on such packages. If City objects to the proposed method, it shall notify Licensee within 30 days of receiving Licensee's notice. The notice of objection shall describe in reasonable detail the basis for the objection. If Licensee does not receive a notice of objection within 30 days, the proposed method for calculating license fees shall be deemed approved by City. If City delivers a timely notice of objection, representatives of City and Licensee shall have 60 days from the delivery of the notice to negotiate in good faith a resolution of City's objections. City and Licensee may agree to extend the period for negotiations. If City and Licensee are unable to negotiate a resolution of City's objections, then the matter shall be referred to an independent CPA selected by City and Licensee. The decision of the independent CPA shall be final and binding on the parties. City and Licensee shall each pay 50% of the costs of the independent CPA.

Section 11. Insurance and Indemnification

- A. The licensee shall, at its sole expense, fully indemnify, defend and hold harmless the city and, in their official capacity, its officials, boards, commissions, agents and employees thereof, from and against any and all claims, suits and actions, liability and judgment or damages or otherwise:
- i. For actual or alleged injury to persons or property, including loss of use of property due to an occurrence, whether or not such property is physically destroyed, in any way arising out of or through, or alleged to arise out of or through, the acts or omission of a licensee or its officers, agents or employees, or to which the licensee's officers', agents' or employees' acts or omissions in any way contribute;
 - ii. Arising out of or alleged to arise out of any claim for damages for invasion of the right of privacy, for defamation of any person, firm or corporation, or the violation or infringement of any copyright, trademark, trade name, service mark or patent, or of any other right of any person, firm or corporation in connection with a licensee's operation of the system in the city; and
 - iii. Arising out of or alleged to arise out of the licensee's failure to comply with the provisions of any statute, regulation or ordinance of the United States, the state or any local agency applicable to the licensee in its business.
- B. The city and licensee shall cooperate in the licensee's defense of any litigation. However, nothing herein shall be deemed to prevent the city, so indemnified and held harmless herein, from participating in the defense of any litigation by their own counsel at their sole expense. The city shall give written notice to a licensee of such action. Such participation shall not under any circumstances relieve the licensee from its duty of defending against liability or of paying any judgment entered against such party.
- C. In the event that a licensee does indemnify, defend and hold harmless the city as provided for in this

section or in the license agreement, then the licensee's liability and obligations shall be limited to the actual amount of any damages finally agreed upon by the licensee and the city or by a court of competent jurisdiction, together with reasonable expenses actually arising out of the construction, maintenance or operation of the licensee's system to which the city has been made a party.

- D. The licensee, within 30 days after written notice of the granting of a license, shall provide the city with and maintain in full force throughout the term of the license agreement, insurance issued by a company duly authorized to do business in the state, insuring with respect to the installation, construction, operation and maintenance of the system as follows:
- i. Comprehensive general and automobile liability coverage including, but not limited to, blanket contractual liability, completed operations liability, broad form property damage including but not limited to coverage for explosion, collapse, underground hazard and automobile non-ownership liability. Specific amounts shall be described in the license agreement, but at no time shall this insurance be written in amounts less than the following:
 - a. Comprehensive general liability: \$500,000 combined single limit, bodily injury and property damage;
 - b. Comprehensive automobile liability: \$500,000 combined single limit, bodily injury and property damage;
 - c. Excess umbrella liability, covering all the above-mentioned hazards, in the minimum amount of \$5,000,000.
 - d. Workers' compensation coverage as required by the laws and regulations of the state.
- E. All insurance policies required herein shall include the city as a named insured party, shall be written with deductibles and not retainages, All insurance carriers shall be rated A+ or better by A.M. Best Company. Beginning within one month prior to the eighth year of this license period, the City and Licensee shall review the insurance coverage and policy limits to determine any change or increase in coverage that would reflect increasing or changing costs and risks.
- F. Licensee shall be solely responsible for all premiums due and payable for insurance required herein. At the time of acceptance of the license agreement, licensee shall submit to the city a certificate of insurance, in a form approved by the City Manager, listing city as "additional insured" and confirming that a satisfactory policy is in effect. This policy may be renewed on its anniversary throughout the term of the license agreement. Any cancellations or modifications of coverage shall require 30-days' advance written notice to both the city and the licensee by certified or registered mail, return receipt requested.
- G. Some or all of the provisions of subsection D. of this section may, in the discretion of the city and its written approval in advance, be satisfied by proof of self-insurance.

Section 12. Transfer of License.

Licensee shall not transfer or assign its rights granted under this License without obtaining the prior

consent of City. City shall not unreasonably withhold or delay such consent. Consent of City shall not be required for the following: (i) the assignment of, or the granting of a security interest in, the License or the Cable System for the purpose of securing indebtedness or (ii) the assignment or transfer of the License or the Cable System to an affiliate under common ownership or control with Licensee. For purposes of this Section, a "transfer" shall include a change in control of at least 20% of the ownership interests in Licensee.

Section 13. License Extension and Renewal.

A. Extension. Beyond the term provided in Section 5.16.030, City and Licensee may extend by mutual agreement the term of the License granted under this Chapter, and the existing terms and conditions of this Chapter shall govern the extended term.

B. Renewal. Any renewal of the Licensee's License shall be done in accordance with Section 546 of the federal Cable Act, 47 USC § 546, and applicable FCC regulations.

Section 14. Noncompliance - Penalties and Revocation.

In case of material noncompliance with any provision of this Chapter, City may terminate the License, impose sanctions, or take other action in accordance with the procedures in this Section.

- A. Notice of complaint. City shall provide Licensee with written notice describing with reasonable specificity the alleged noncompliance.
- B. Opportunity to cure. Licensee shall have 60 days from receipt of written notice to cure the alleged noncompliance. If Licensee cures the alleged noncompliance within the 60-day period, the City shall provide Licensee with written notice withdrawing the complaint.
- C. Public hearing. If Licensee fails to cure the alleged noncompliance within the 60-day cure period, or if Licensee provides City with written notice disputing the complaint, and the parties fail to otherwise resolve the matter, the City shall schedule a public hearing on the alleged noncompliance. At the public hearing, City and Licensee may present testimony, cross-examine witnesses and deliver to Council all evidence relevant to Licensee's defense. At the conclusion of the public hearing, the City Council may dismiss the complaint, defer action, order appropriate sanctions, or terminate the License in accordance with this Section.
- D. Termination. The Council may, after a duly noticed public hearing, terminate the License for material and willful continuing noncompliance by Licensee. Unless there is compliance by the Licensee, termination will be effective 30 days after Council action or within such other reasonable period as the Council may fix. If Licensee contests the termination in a court of competent jurisdiction, Licensee may operate the Cable System in accordance with this License while the case is pending.
- E. Penalties. The Council may, after a duly noticed public hearing, in lieu of termination of the License, assess monetary penalties for material and willful noncompliance by Licensee, not to exceed \$500/day until the noncompliance is cured or otherwise resolved.
- F. Force Majeure. Licensee's failure to comply with any provision of this Chapter shall not constitute noncompliance when such failure is due to circumstances beyond Licensee's control, including, without limitation, acts of God, adverse weather, natural or man-made disaster, civil disturbance, war or insurrection, or shortage of supplies, material, or labor.

- G. Removal of Facilities. Upon expiration or termination of the License, Licensee has the right to remove its Facilities within a reasonable time, after such expiration or termination.

Section 15. Confidentiality.

All information of a financial or proprietary nature provided to City for purposes of this License shall be used only for the purposes prescribed by this Chapter and further shall not be published or provided orally or in writing to any Person, entity or agency, except as required by law.

Section 16. Notices.

- A. Notices under this Chapter shall be in writing and shall be deemed given when delivered by hand, certified mail return receipt requested, or overnight courier to the City at the following addresses:

City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336
Attn: City Manager

NPG Cable Inc.,
2277 Swanson Ave., Suite B
Lake Havasu City, AZ 86403
Attn: Regional Manager

- B. Licensee will advise City of their contact address and responsible person in the required License Acceptance Letter to be filed with the City Clerk's office with 30 days following Council action authorizing the issuance of a license to Licensee. A party may designate other addresses for providing notice by providing notice in writing of such addresses.

Section 17. Severability.

If any provision of this Chapter is held invalid by a court or agency of competent jurisdiction, the provision shall be deemed a separate and independent provision, and the determination of invalidity shall not affect the validity of the remaining provisions of this Chapter.

Section 18. Effective Date and Acceptance

This License shall become effective upon publication of any required notice in the official City paper and after Licensee files a letter of acceptance with the City Clerk.

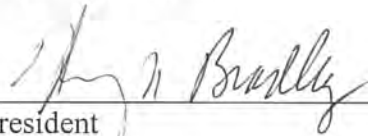
PASSED AND ADOPTED this 12th day of June, 2007 by the affirmative majority vote of the Sedona City Council.

CITY OF SEDONA

NPG CABLE INC.

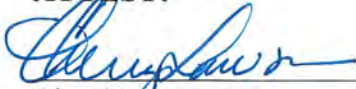


Mayor




President

ATTEST:



City Clerk



Secretary

APPROVED AS TO FORM:



City Attorney

LICENSE AGREEMENT

THIS AGREEMENT, executed this 19 day of October, 1992, by and between the City of Sedona, Yavapai/Coconino County, Arizona, hereinafter known as "City" and Time Warner Entertainment Company, L.P., hereinafter known as "Licensee."

WHEREAS, on the 4 day of January 1988, the City of Sedona was incorporated by act of the Yavapai/Coconino County Boards of Supervisors; and

WHEREAS, the Mayor and Common Council of the City of Sedona did enact the Cable Television Code of the City of Sedona as Chapter 12 of its City Code on the 12th day of December, 1991; and

WHEREAS, the City of Sedona issued applications for cable TV licenses on the 11th day of February, 1992; and, on April 6, 1992, Licensee did submit in proper form and with proper fees, its Application;

WHEREFORE, the parties hereto do agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1--DEFINITIONS:

1. Except for those terms below, all terms used herein shall have the definition as set forth in Article 12-3 of the City of Sedona Cable Television Code hereinafter known as "Code."

(a) "Complaint" is a Subscriber or citizen issue, presented in verbal or written form to the Licensee or the City, relating to any aspect of the Licensee's performance under this License Agreement.

(b) "Gross Annual Revenues" shall mean all revenues received directly or indirectly by the Licensee arising from or attributable to the Licensee's operation of its Cable Television System within the City, including, but not limited to:

- 1) Revenue from all charges for services provided to Subscribers; and
- 2) Revenue for all charges for local insertion of commercial advertising on the System; and
- 3) Revenue from all charges for the leased access of programming time on Licensee's System or use of studios, if any; and
- 4) Revenue from all charges for installation, removal, connection and reinstatement of equipment necessary for a Subscriber to receive Cable Service; and
- 5) Revenue from the sale, exchange, use or cablecast of any programming developed for community use; and
- 6) Revenue from the rental of equipment necessary for Subscribers with hearing impairment to receive Cable Service; and

- 7) Any other income received from the operation of the System.

The sum of these revenues received shall be the basis for computing the License Fee imposed pursuant to Section 7 of this License Agreement. This sum shall NOT include:

- 8) The value of complimentary services provided to Licensee's employees or as required by this License Agreement; and
- 9) The value of complimentary or discounted services provided by the Licensee for promotional purposes or to non-profit or humanitarian organizations; and
- 10) Taxes and license fees imposed upon a Licensee's Subscribers and collected by the Licensee for the agency imposing the tax or fees; and
- 11) Uncollected revenues from all sources referenced above (bad debt).

(c) "License" means the non-exclusive right and authority, granted by the City Council, according to the terms and conditions described in this License Agreement, and pursuant to the Code, to construct, maintain and operate a System through the use of the public streets and public places of the City. This term does not include any license or permit that may be required by this License Agreement or other laws, codes, ordinances or regulations of the City Council for the privilege of transacting and carrying on a business within the City or for disturbing the surface of any street or public thoroughfare. In the event of conflict between the terms and condition of this License Agreement and other license agreements, permits, laws, codes, ordinances or regulations of the City, this License Agreement shall control.

(d) "Licensee" means Time Warner Entertainment Company, L.P., or any lawful successor, transferee or assignee.

Section 1.2--ADDITIONAL DEFINITIONS:

The parties reserve the right to add additional definitions to this License Agreement at any time in the future when both parties agree additional definitions are needed to clarify the License Agreement. Any additional definitions shall be treated in the same manner as any other amendment to the License Agreement.

ARTICLE 2 GRANT OF AUTHORITY

Section 2.1--GRANT OF AUTHORITY:

1. Grant. There is hereby granted by the City to the Licensee the right and privilege to acquire, construct, operate, maintain and extend a System to all places within the City as those boundaries exist now and as they may be extended by operation of law during the term of this License Agreement. Licensee may use and occupy public Streets, rights-of-way and easements for the purpose of installing, operating and maintaining its wires, cables and associated facilities necessary for the operation of a System.

2. Non-Exclusive License. The authority granted hereunder shall be non-exclusive and may not be transferred or assigned other than as set forth herein in Section 2.3. The City reserves the right to grant a similar license to any other person during the term of this License Agreement, or any renewals thereof,

to operate a System throughout the City. In the event City grants a similar license or licenses with material provisions which are substantially less restrictive or less burdensome to the second or subsequent licensee(s) than the provisions of this License Agreement, then Licensee shall be entitled to comply with such less restrictive or less burdensome provisions of the other license(s) upon ninety (90) days advanced written notice to the City. Any amendment(s) to this License which shall be required as a result of such notice shall be effected in accordance with the provisions of Article 12, Section 12.1, 1 herein.

3. Authority Subject to Public Use. The authority granted hereunder is subject to the paramount right of use of the public rights-of-way by the City and the public for public purposes. Subject to the provisions of Subparagraph 2 above, the City reserves the right to authorize use of public rights-of-way to other persons as it deems appropriate.

4. Joint Trench. To the extent consistent with Article 7-15 of the City Code and other applicable law which requires the design of a subdivision or a project for which a preliminary or final plat map is required to include a joint trench in order to construct, install and maintain utility services and other services on land identified on the map or plat as dedicated or to be dedicated to public use, the Licensee shall also be afforded the opportunity to construct, install and maintain within such joint trench any equipment or facilities necessary to extend the Cable System to each residential parcel in the subdivision or project. This provision shall not apply to the conversion of existing residential dwelling units, condominiums or stock cooperatives. Licensee's access to joint trenches shall be provided on the same basis as to utility companies or other service providers in the subdivision or project. This section shall not restrict the Licensee from entering into private agreements with subdivision or project developers regarding the extension of the Cable System in any joint trenches provided by such developers.

Section 2.2--TERM OF LICENSE:

1. The term of this License shall be fifteen (15) years and shall commence on the day and date on which Licensee accepts in writing the terms and conditions of this License Agreement and delivers to City all bond and insurance contracts, or certificates, required by the License Agreement and/or Code. This License shall expire on the 19 day of October, 192007, unless sooner revoked or terminated, extended or renewed in accordance with the terms and conditions herein, the Code and/or applicable law.

Section 2.3--TRANSFER AND ASSIGNMENT:

1. With the exception of Section 2.3 (3) below, any transfer or change of control by the Licensee shall be in accord with the provisions of Article 12-12 of the Code. The City shall have the right to inquire into the financial and technical ability of the transferee to operate the System in the City, including the provision of information which substantiates such ability, and Licensee shall assist the City in such inquiries. Such information shall be provided at least thirty (30) days in advance of any determination by the City to grant or deny a request for transfer or assignment. No such transfer or assignment shall be considered by the City except and unless the transferee accepts in writing the terms and conditions of this License Agreement and the Code.

2. Except for any pledge, hypothecation or mortgage executed for purely financial reasons, any sale, transfer, assignment or exchange of ownership shall contain a specific written paragraph indicating that the action is subject to all of the terms and conditions of this License Agreement and the Code and that no such action shall relieve the transferee of any of the obligations of the License.

3. The Licensee shall notify the City of any actual or proposed transfer or change of control. The provisions of Article 12-12 of the Code shall not apply to a transfer to, acquisition by, or merger into, a majority-owned subsidiary or an affiliate entity wholly owned by the Licensee and/or under the same ultimate ownership or control as the Licensee. However, no such transfer or assignment shall be valid except and unless the transferee accepts in writing the terms and conditions of this License Agreement and the Code.

ARTICLE 3
SYSTEM DESIGN

Section 3.1--CURRENT SYSTEM:

Licensee is authorized to operate its current System as of the date of this License, until such time as the System is reconstructed, upgraded or extended as provided for in Article 4 of this License Agreement.

Section 3.2--SYSTEM CAPABILITY:

1. The System to be operated by Licensee, after it is reconstructed, upgraded or extended as provided for in Article 4, shall have a minimum design capacity of fifty-four (54) video channels throughout the term of this License Agreement; and shall, within the initial reconstruction and/or upgrade period referenced in Article 4, Section 4.1, activate and provide no less than thirty-six (36) video channels.

2. Notwithstanding anything herein, the Licensee may expand the quantity of channels or services offered on the System, beyond the initial thirty-six (36) channels, up to the minimum design capacity of the System, at its sole discretion; provided, however, that the Licensee and the City may mutually agree to amend this License Agreement to increase the minimum design capacity of the System in Sedona, or to reconfigure the System, according to such terms, conditions and covenants as may be agreed to, during the term of this License Agreement.

Section 3.3--PUBLIC DROPS:

Licensee shall make one (1) fully operational service outlet available, upon request, and without charge for installation and monthly service, excluding premium services, to all buildings occupied by the City, any fire or law enforcement agency or public school, if the connection requires a Standard Drop. If making service available requires more than a Standard Drop, including the installation of additional outlets, Licensee shall not be required to make such service available unless the City, fire, law enforcement or public school entity requesting such service pays to Licensee an amount equal to the reasonable actual labor and material costs incurred by Licensee to perform the installation, less Licensee's installation charge for a Standard Drop.

Section 3.4--ADDITIONAL CONSTRUCTION AND MAINTENANCE STANDARDS:

In addition to those requirements contained in the Code, or other applicable codes and ordinances of the City, Licensee shall conform to the following minimum standards regarding the construction, operation and maintenance of its System in the City:

1. Licensee may utilize, when granted the owner's permission, existing poles, conduits or such other facilities whenever feasible. Underground street, sidewalk and driveway crossings not using existing conduits shall be bored unless specific approval is received. Licensee may install its own poles only when approved, in advance, by the City Manager. Such permission shall not be unreasonably withheld.

2. Licensee shall at all times have up-to-date maps showing the routing of System trunk and distribution lines. Upon request by the City Manager, Licensee shall provide, within five (5) days of such a request, a copy of all such maps available.

Section 3.5--UNDERGROUNDING:

Subject to the provisions of Subparagraph 2 below, in all areas of the City where cables, wires and other facilities of public utilities and other service providers exist underground, or are being converted from aerial to underground facilities, the Licensee shall also place its cables underground, in concert with other public utilities and other service providers, in conduit at Licensee's expense.

1. Annual Meeting. Licensee shall attend and participate in an annual meeting of all public utility companies and other service providers in the City, to be held at a time and date so designated hereafter, to discuss, plan and coordinate any joint decision to place existing aerial facilities into underground easements or rights-of-way in concert.

2. Special Circumstances. Notwithstanding the provisions above, or any other provision herein, nothing in this License Agreement is intended to require the Licensee to relocate, or to agree to relocate, underground any aerial Cable System facilities, which were reconstructed and/or upgraded in compliance with this License Agreement, in a manner or at such expense as to cause an unwarranted financial burden on the Licensee or to place the Licensee at an operational or financial disadvantage relative to any capital investment by the Licensee to reconstruct or upgrade the Cable System, as required by this License Agreement, or with regard to the public utility companies or other service providers who may also be similarly required to relocate portions of their existing aerial facilities underground. If such circumstances occur during the term of this License Agreement, the following provisions shall apply:

(a) Where the Licensee is a party to an agreement with the City to place certain aerial facilities underground in concert with public utility or other service providers, the Licensee shall be granted the same incentives, relief, assistance, or waivers as are granted to any public utility companies or other service providers who are also parties to the same agreement, or similar agreements, with the city to place portions of their existing aerial facilities underground; and

(b) Upon a reasonable showing by the Licensee to the City that a financial burden or disadvantage exists, the city may elect to either waive or extend the Licensee's requirement to place any aerial Cable System facilities underground or reimburse the Licensee for the cost of such undergrounding, including the cost of labor and materials and any other charges or fees associated with such work. Licensee shall provide the City with an itemized estimate of all such costs prior to any such reimbursement as the City Manager shall require.

ARTICLE 4

**INITIAL RECONSTRUCTION SCHEDULE, CONSTRUCTION GUARANTEE
AND LIQUIDATED DAMAGES**

Section 4.1--INITIAL RECONSTRUCTION AND/OR UPGRADE SCHEDULE:

1. System Passes All Dwelling Units. During the initial reconstruction and/or upgrade phase, Licensee agrees that its System shall pass all existing single family dwelling units and all multi-family dwelling units, where a mutually satisfactory right-of-entry agreement or other such service or access agreement exists between the Licensee and the owner of said multi-family dwelling

units, which are passed by the System as of the effective date of this License Agreement.

2. Design Maps. Prior to beginning actual work, Licensee shall provide the City one (1) or more copies of all System design maps, drawn to a scale of 1 inch = 200 feet, showing the proposed routing of cables and the position of active and passive electronics to be reconstructed, upgraded or reconfigured to achieve the System capability prescribed in Article 3, Section 3.2.

3. Phases of System Reconstruction or Upgrade. Licensee shall prepare a map dividing the City into appropriate phases for the purpose of showing the predicted stages of reconstruction and/or upgrade of the System. Licensee shall also provide the City with information which identifies projected target dates when (i) the first subscriber will be converted to the new System service and (ii) when that process will be completed. Said map and additional information shall be attached to this License Agreement as Exhibit "A."

4. Timing of System Reconstruction or Upgrade.

(a) If applicable, within ninety (90) days after the effective date of this License Agreement, the Licensee shall provide the City Manager in writing with the following information as to the beginning of the reconstruction and/or upgrade of the Cable System in the City of Sedona:

- 1) any changes to the phases of reconstruction and/or upgrade planned for the System, as depicted in Exhibit "A,"
- 2) any changes to the scheduled dates planned to begin such reconstruction and/or upgrade in each phase, as depicted in Exhibit "A," and
- 3) any changes in the estimated target dates for (i) converting the first subscriber in each phase to the new System services and for (ii) completing such work in each phase.

Such information shall be incorporated into Exhibit "A" by reference.

(b). Notwithstanding these schedules and estimated target dates, the Licensee shall begin work on the first phase of the reconstruction and/or upgrade of the System, following the sequence of phases according to Exhibit "A," no later than twelve (12) months following the effective date of this License Agreement.

5. Periodic Progress Reports.

(a) Licensee shall notify the public in advance on a regular basis regarding which phase of reconstruction and/or upgrade work on the System is happening, any expected interruption of existing service which may occur and the anticipated time when conversion to the new system services will begin. Licensee shall provide the City Manager with a plan for notifying the public.

(b) In addition, Licensee shall conduct quarterly progress reviews with the City, as the City Manager shall determine, to update the City Manager, or the City Council, on the progress of reconstruction and/or upgrade of the System in accordance with the phases depicted in Exhibit "A," if applicable.

(c) To facilitate such quarterly progress reviews, the Licensee shall submit a written report to the City prior to any quarterly meeting with the City Manager and/or City Council, or, in the absence of such a meeting, on or

about the fifteenth day of the third month in each quarter, which includes the following information:

- 1) The progress of reconstruction and/or upgrade of the System in the phase or phases currently in progress,
- 2) The status of conversion of subscribers to new System services, according to the estimated target dates contained in Exhibit "A,"
- 3) The status of completion of the reconstruction and/or upgrade of the System in each phase or phases currently in progress, according the estimated target dates in Exhibit "A," and
- 4) Any obstacles or delays encountered in the reconstruction and/or upgrade of the System in each phase or phases, such as protracted underground excavation, which would require a revision of the estimates of the applicable target dates for completion.

6. Completion of Reconstruction and/or Upgrade. Partial and or total completion of the initial Cable System reconstruction and/or upgrade shall be determined by the City in the following manner:

(a) Licensee shall indicate to the City the exact areas where Cable Service from the reconstruction and/or upgrade of the System has been provided. The City may select no more than five (5) locations within the mapped area (phase) for testing. Licensee shall demonstrate to City that no less than thirty-six (36) channels are available at all locations selected by the City.

(b) At the time of final completion of the initial reconstruction and/or upgrade, City may select no less than ten (10) nor more than twenty (20) locations within the City for purposes of testing as set forth in (a) above.

(c) The City Manager shall certify in writing to Licensee successful completion on each test.

7. Delays Of Reconstruction. Licensee shall not be excused from the timely performance of its obligations as set forth in this Article except for the following occurrences:

(a) Acts of God, defined as "an act occasioned exclusively by violence of nature without the interference of any human agency."

(b) Force majeure, defined as "causes that are outside the control of the Licensee and which could not have been avoided by the exercise of due care."

(c) Failure of the City to issue any permits or permissions pursuant to a timely valid request submitted by Licensee to City with a tender of all required fees.

(d) Unanticipated delays in the shipment of necessary equipment, cables and electronics, or delays caused by protracted underground excavation, as fully explain and reasonably justified in writing by the Licensee.

(e) Absent (a), (b), (c) or (d) above, Licensee's performance as set forth in Section 5 above may be accepted if the City Manager finds in writing that the Licensee has substantially completed the performance set forth in Section 4 above.

(f) Absent (a), (b), (c), (d) or (e) above, should Licensee be unable to demonstrate performance as set forth in Section 6, Subparagraphs (a) and (b) above, or demonstrate reasonable and justifiable delays through its periodic progress reports or according to (d) above, or be granted modifications to the System reconstruction and/or upgrade timetable by the City, in accordance with Article 12-8, Section B (5.) of the Code, Licensee shall have thirty (30) additional days to cure the failure and demonstrate to City such cure.

8. Requests for Extension of Time. Should any of the acts or events set forth in Section 7 (a), (b), (c), or (d) above occur, Licensee shall notify City in writing within ten (10) days of the event or occurrence, summarized below as--

- (a) An Act of God,
- (b) Actual knowledge by Licensee of the Force Majeure event,
- (c) Failure of City to issue permission or permits,
- (d) Failure of the City Manager to certify completion of construction as specified in Sections 5 and 6, or
- (e) Unanticipated delays due to equipment shipping delays, or of protracted underground excavation. Licensee shall request from the City an extension in specific numbers of days from the dates set forth in Section 4 and 5 above. City Manager shall review the request and the progress to date and determine whether the request is reasonable and whether an extension shall be granted.

9. Refusal of Extension Request. Should the City Manager refuse to act, or fail to grant the total number of days requested within fifteen (15) days of receipt of the request, Licensee may appeal said action to the City Council within ten (10) days of the City Manager's act or failure to act. The Council shall conduct a public hearing and issue its decision on the request of the Licensee within forty-five (45) days of receipt of a written appeal request. Notices and appeals by Licensee shall toll the deadlines set forth in Paragraphs 4 and 5 above.

4.2--GUARANTEE AND LIQUIDATED DAMAGES:

1. Licensee shall furnish to City a performance bond in the sum of One Hundred Fifty Thousand Dollars (\$150,000.00) to secure faithful and timely performance of the initial construction schedule.

2. If after completing the steps set forth above in Paragraphs 7, 8 and 9 of Section 4.1 above, it is the final determination of the City that a date for performance of the initial reconstruction and/or upgrade schedule has not been met by Licensee, and after all appeals have been exhausted and decisions rendered, then Liquidated Damages shall be assessed by the City against the bond in accordance with the provisions of Sections C, D, E and F of Article 12-9 of the Code.

3. When the initial reconstruction and/or upgrade schedule has been ninety-five percent (95%) completed, City shall so certify to Licensee in writing, after verifying such completion through tests conducted in accordance with Subparagraph 6 (c) of Section 4.1 above, and shall either release Licensee from the obligation of maintaining the initial construction guarantee bond, or reduce the amount of the bond to a sum of \$50,000. Thereafter, such bond shall serve as security for the faithful and reasonable performance by the Licensee of all the material provisions of the License Agreement during the term thereof.

ARTICLE 5
LINE EXTENSION

**Section 5.1--LINE EXTENSION AFTER COMPLETION OF INITIAL RECONSTRUCTION
AND/OR UPGRADE:**

1. Construction. After the completion of the initial reconstruction and/or upgrade of the System as certified in writing by the City, the line extension policy of the Licensee shall be as set forth in Article 12-8, Section C, of the Code, or as prescribed by this section.

2. RESIDENTIAL SERVICE. In accordance with Article 4, Section 4.1, Subparagraph 1, Licensee shall make Cable Services available to all single family and multiple family dwelling units within the City and in the future shall extend its Cable System as contemplated below under this section:

(a) Licensee shall not be required to make service available to residents of multiple dwelling units where the owner of the property has not signed a mutually acceptable right-of-entry agreement or other service contract with Licensee, which among other things grants Licensee complete access to each and every unit.

(b) When requested by a homeowner or authorized agent Licensee shall, at Licensee's sole expense, extend Cable Service to any single-family dwelling unit within the City, provided that such extension involves existing density of twenty-five (25) dwelling units per mile, or an equivalent ratio, of linear aerial footage of cable from the nearest technically feasible point on the System, or provided, subject to the exceptions noted below, that such extension involves existing density of forty-five (45) dwelling units per mile, or an equivalent ratio, in linear trench footage from the nearest technically feasible point on the System. Such extension(s) shall include cutting in one or more taps and extending feeder cable and, when necessary, trunk cable.

(c) Notwithstanding the provision of (b) above, line extensions shall be provided at an existing density of twenty-five (25) dwelling units per mile, or an equivalent ratio, in linear trench footage from the nearest technically feasible point on the System when the Licensee has been afforded common trench privileges, in accordance with Article 2, Section 2.1, Paragraph 4., Joint Trench, above, or where the Licensee has determined that such an underground line extension is commercially practical and does not create a significant adverse impact on the capital costs of Licensee's System.

(d) When a homeowner or authorized agent requests an extension of service to an area that does not meet the minimum dwelling units per mile density as described in Subparagraphs 2 (a), or (b) above, Licensee shall be required to comply with such request only if the homeowner or authorized agent agrees to share the Licensee's cost to extend service, including the cost of labor and materials. The amount of the non-refundable cost to be shared by the homeowner, or authorized agent, shall be determined by mutual agreement of the parties.

(e) Licensee shall install conduit in all joint trenches used in concert with electric power and telephone companies in new single-family subdivisions and in all underground extensions of service, excluding service drops.

(f) Absent a showing by Licensee to the City Manager, of circumstances beyond Licensee's reasonable control, or notice by the Licensee to the City Manager and the homeowner or authorized agent requesting service that extension of service will be accomplished by a specific date after the number of days enumerated below, an extension of service pursuant to this Article shall be accomplished within one hundred twenty (120) days of the homeowner's or

authorized agent's request, subject to Licensee's normal capital allocation procedures.

3. COMMERCIAL SERVICE. Licensee shall make Cable Services available to commercial establishments as follows except that Licensee shall not be required to make service available to commercial establishments where the owner or authorized agent of the property has not granted Licensee reasonable access to the property:

(a) When requested by the owner or authorized agent of a commercial establishment within the City, Licensee shall extend Cable Services to any such commercial establishment, provided that nothing more than a Standard Drop is required to make such Cable Services available.

(b) When the owner or authorized agent of a commercial establishment within the City requests an extension of service that does not meet the criteria described in Subparagraph (a) above, Licensee shall be required to comply with such request only if the owner pays to Licensee an amount equal to the reasonable actual labor and material costs incurred by Licensee in making Cable Services available to such owner's commercial establishment.

4. INSTALLATION OF SERVICE DROPS.

(a) Licensee shall make service available to any single-family dwelling unit or any commercial establishment within the City at the standard connection charge if the connection requires a Standard Drop.

(b) If making service available requires more than a Standard Drop, Licensee shall not be required to make such service available unless the owner or authorized agent requesting such service pays to Licensee (i) the standard connection charge and (ii) an amount equal to the reasonable actual labor and material costs incurred by Licensee for the additional facilities and work.

(c) Absent a showing by Licensee to the City Manager of unusual circumstances, which include without limitation street crossings, any Standard Drop to a single-family dwelling unit shall be accomplished within fifteen (15) days of the request for service. Any drop that is not a Standard Drop shall be completed within fifteen (15) days after the completion of any work involving System construction or the installation of additional facilities necessary to effect a connection.

(d) Absent a showing by Licensee to the City Manager of unusual circumstances, which include without limitation street crossings, (i) any standard drop to a commercial establishment shall be accomplished within twenty (20) days after the owner of such commercial establishment executes any necessary easement documents and shared-cost agreements, and (ii) any drop that is not a Standard Drop shall be accomplished within twenty (20) days after the owner's execution of such documents and agreements, and after completion of any System construction and/or installation of facilities necessary to effect a connection.

5. ANNEXED TERRITORY. Newly annexed territory shall be subject to the terms of this Section.

ARTICLE 6
CUSTOMER SERVICE PROVISIONS

Section 6.1--TELEPHONE COMMUNICATIONS SERVICES:

1. Licensee shall render efficient telephone communication access service to its local office and, at a minimum, meet the standards set forth in Exhibit "B" or as set forth below.

2. Licensee shall have a publicly listed, local or toll-free telephone number, in accordance with this section, and receive complaints, and requests for repairs, Service Calls, billing inquiries and other Subscriber information on a twenty-four-hour-per-day, seven-day-a-week basis, including the use of an answering service if applicable.

3. The specific telephone standards which shall be met are those prescribed by this License and by the National Cable Television Association's Customer Service Standards. (Attached as Exhibit "B").

Section 6.2--SERVICE STANDARDS:

1. Licensee shall put, keep and maintain all parts of its System in good condition throughout the entire term of this License Agreement.

2. Licensee shall render efficient Cable Service, make repairs promptly, and interrupt Cable Service only for good cause and for the shortest time possible. Such planned interruptions, insofar as possible, shall occur during periods of minimum Cable System use.

3. Licensee shall not knowingly allow its cable or other operations to interfere with television reception of persons not serviced by Licensee, nor shall the Cable System interfere with, obstruct or hinder in any manner, the operation of the various utilities serving the residents of the City.

4. Licensee shall continue, through the term of the License, to maintain the technical, operational, and maintenance standards and quality of Cable Service set forth in the Code and as specified in this License Agreement.

5. In the event the Licensee should violate any provision of this section, the City shall promptly give such Licensee written notice of the violation. The Licensee shall, within thirty (30) days of receipt of such written notice from the City:

(a) Respond to the City in writing, contesting the City's assertion of a violation and providing such information or documentation as may be necessary to support the Licensee's position; or

(b) Respond to the City in writing that such violation has been cured or will be cured within the thirty (30) days; or

(c) In the event that the nature of the violation is such that it cannot be cured within thirty (30) days, respond to the City that reasonable steps have been taken to cure such violation and that such efforts will be diligently continued until the violation is cured.

6. In the event that the City Manager does not sustain Licensee's contestment of the City's assertion of violation, or Licensee fails to respond to the City's notice of violation, or fails to take reasonable steps to cure a violation which cannot be cured within thirty (30) days, the City may proceed with hearings in accordance with the applicable provisions of Article 12-9, Sections F.1.(b), F.2. and F.3 of the Code.

Section 6.3--RESPONSE TO SUBSCRIBER COMPLAINTS ABOUT SERVICE:

1. The specific standards which shall be met regarding Subscriber complaints and service are those prescribed in the License and by the National Cable Television Association's Customer Service Standards (Attached as Exhibit "B").

2. All calls for repair service shall be scheduled for service technicians according to normal repair service policies.

3. Licensee shall ensure that there are stand-by technicians on call at all times after normal business hours.

4. Whenever it has been determined that an Outage exists, Licensee shall respond immediately. It shall be deemed a violation if Licensee exceeds a four (4)-hour average response time to Outages during any consecutive three (3)-month period. Absent showing by Licensee to the City Manager of unusual circumstances, it shall be deemed a violation if Licensee fails to respond within twelve (12) hours to any Outage.

5. Licensee shall respond to all Service Calls according to the response-time standards outlined in Exhibit B. Absent a showing by Licensee to the City Manager of unusual circumstances, it shall be deemed a violation if Licensee fails to respond within four (4) calendar days to any Service Call.

6. Licensee shall schedule all installation, Change of Service and Service Calls with Subscribers to the extent reasonably practicable. The scheduling shall, at a minimum, be in time frames of visitation of no more than four (4) hours. If the appointment cannot be kept, the Licensee shall attempt to notify the Subscriber, and reschedule the appointment.

7. Absent a showing by Licensee to the City Manager of unusual circumstances, any Change of Service shall be accomplished within ten days of the request.

Section 6.4--SUBSCRIBER'S RIGHT UPON FAILURE OF SERVICE:

1. Each Subscriber who experiences any loss of service for a continuous twenty-four hour period, shall upon request by the affected Subscriber be provided a prorated refund. Each period of service loss shall commence upon Licensee's oral or written receipt of notice of such loss of service.

2. Licensee shall maintain Service Call records on the time of call, nature of Service Call, and any corrective action taken. These Service Call records shall be made available to the City Manager, or a designee, subject to subscriber privacy limitations, upon request. A summary of Service Calls shall be prepared by the Licensee and submitted to the City Manager, or a designee, upon request.

3. The Licensee shall notify Subscribers at the time of initial subscription to the Cable System of the procedure for reporting and resolving inquiries.

Section 6.5--SUBSCRIBER SOLICITATION PROCEDURES:

1. All personnel, agents and representatives of the Licensee including subcontractors, shall wear a cable uniform or clearly display a photo-identification badge when acting on behalf of the Licensee in the City.

2. Licensee shall provide all prospective Subscribers with complete, clear and concise written information, prior to or at the time of installation of Cable Service, concerning all services and rates by Licensee. Such sales materials shall clearly and conspicuously disclose the price, programming and other information concerning Licensee's lowest cost service tier. Such information shall include but not be limited to the following:

(a) All service rates, deposits if applicable, installation costs, additional television set charges, service upgrade or downgrade charges, relocation of cable outlet charges and any other charges for ancillary Cable Services;

(b) Complete information concerning billing and collection

procedures, procedures for ordering changes in or termination of services, and all refund policies.

(c) Complete information concerning the utilization of video cassette recorders (hereinafter "VCR's") with Cable Service(s), if requested.

(d) A parental control feature that will permit a Subscriber to lock out any objectionable programming from the Cable Services entering his or her home; and

(e) Complete written information concerning Licensee's privacy policies, pursuant to Federal Law.

3. The Licensee shall, on a regular basis, provide Subscribers of the Cable System with a complete list of service offerings, options, prices and credit policies associated with the System.

Section 6.6--BILLING PRACTICES, INFORMATION AND PROCEDURES:

1. Licensee shall inform all prospective Subscribers of complete information respecting billing and collection procedures, procedures for ordering changes in or termination of services, refund and credit policies, upon solicitation of service and prior to the consummation of any agreement for installation of service. Such information shall be provided to Subscribers in easy-to-understand language.

2. The Licensee shall afford each Subscriber of the Cable System with a three-day (3-day) right of rescission for ordering the service of the System provided that such right of rescission shall end once service is provided or upon initiation of physical installation of Cable System equipment on such Subscriber's premises.

3. Billing procedures shall be as follows:

(a) Licensee shall send an itemized monthly bill to all Subscribers of its Cable System in a uniform, non-discriminatory manner, regardless of Subscriber's level of service.

(b) Licensee shall provide all Subscribers with an itemized monthly bill that contains, at a minimum, the following information:

- 1) A list of each service or package received for that billing period;
- 2) The rate or charge for each service or package received;
- 3) The period of time over which said services are billed;
- 4) Any extra itemized fee attributable to License Fees or other lawful assessments;
- 5) The total charges due for the monthly period, separate from any previous balance due; and
- 6) A specific date by which payment is required.

(c) Late charges, if applied, shall in no case exceed amounts allowed by applicable law, and shall in no case be imposed until the normal billing period has elapsed.

Section 6.7--DISCONNECTION AND TERMINATION OF CABLE SERVICES:

Licensee shall only disconnect or terminate a Subscriber's cable for good and just cause. In no event shall Licensee disconnect said cable service for nonpayment without the prior written notification to the affected Subscriber at least seven days prior to such disconnection or termination. Where the Licensee has improperly discontinued Cable System service to any such Subscriber, it shall provide free reconnection to the Cable System to such Subscriber.

Section 6.8--A/B SWITCH:

Consistent with Federal Law, the Licensee shall make available to Subscribers the optional installation of a cable/antenna ("A/B") switch.

Section 6.9--CITY AND SUBSCRIBER NOTIFICATION REQUIRED:

The Licensee shall provide all Subscribers and the City with no less than thirty (30) days advanced written notice of any planned changes in rates, programming or services.

Section 6.10--RIGHTS OF INDIVIDUALS:

1. Licensee shall not deny Cable Service, access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, sex, age or disability. Licensee shall comply at all times with all other applicable federal, state and local laws and regulations, and as amended from time to time, relating to nondiscrimination.

2. Licensee shall strictly adhere to applicable equal employment opportunity requirements of federal, state and local regulations, and as amended from time to time.

Section 6.11--PROTECTION OF SUBSCRIBER PRIVACY:

1. At the time of entering into an agreement to provide any Cable Service or other service to a Subscriber and at least once a year thereafter, Licensee shall provide notice in the form of a separate, written statement to such Subscriber which clearly and conspicuously informs the Subscriber of the following information:

(a) The nature of personally identifiable information collected or to be collected with respect to the Subscriber and the nature of the use of such information;

(b) The nature, frequency, and purpose of any disclosure which may be made of such information, including any identification of the types of persons to whom the disclosure may be made;

(c) The period during which such information will be maintained by the Licensee;

(d) The times and place at which the Subscriber may have access to such information in accordance with subsection (B) of Section 631 of the Cable Act; and

(e) The limitations provided by this section with respect to the collection and disclosure of information by the Licensee and the right of the Subscriber under subsections (F) and (H) of Section 631 of the Cable Act to enforce such limitations.

2. For purposes of this section, the term "personally identifiable

information" does not include any record of aggregate data which does not identify particular persons.

3. Except as provided herein, Licensee shall not use the System to collect personally identifiable information concerning any Subscriber, nor shall Licensee disclose any such information without the prior written consent of the Subscriber concerned.

4. Licensee may use the Cable System to collect such information in order to--

(a) Obtain information necessary to render a cable service or other service provided by the Licensee to the Subscriber; or

(b) Detect unauthorized reception of cable communications.

5. Licensee may disclose personally identifiable information concerning any Subscriber if the disclosure is--

(a) Necessary to render, or conduct a legitimate business activity related to, a cable service or other service provided by the Licensee to the Subscriber;

(b) Made pursuant to a court order authorizing such disclosure, if the Subscriber is notified of such order by the person to whom the order is directed; or

(c) A disclosure of the names and addresses of Subscribers to any cable service or other service, if--

1) Licensee has provided Subscribers reasonable opportunity to prohibit or limit such disclosure, and

2) The disclosure does not reveal, directly or indirectly, the extent of any viewing or other use by the Subscriber of a cable service or other service provided by the Licensee, or the nature of any transaction made by the Subscriber over the Cable of the Licensee.

6. A cable Subscriber shall be provided access to all personally identifiable information regarding that Subscriber which is collected and maintained by Licensee. Such information shall be made available to the Subscriber at reasonable times and at a convenient place designated by Licensee. A cable Subscriber shall be provided reasonable opportunity to correct any error in such information.

7. Licensee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information or pursuant to a court order.

8. Any person aggrieved by any act of Licensee in violation of this section may bring a civil action in a court of general jurisdiction, as provided in Section 631 of the Cable Act.

9. Nothing in this License shall be construed to prohibit the City from enacting or enforcing additional laws consistent with Section 631 of the Cable Act for the protection of Subscriber privacy.

10. The City or other governmental entity may obtain personally identifiable information concerning Licensee's Subscribers only if, in the court proceeding relevant to such court order:

(a) Such entity offers clear and convincing evidence that the subject of the information is reasonably suspected of engaging in a criminal activity and that the information sought would be material evidence in the case; and

(b) The subject of the information is afforded the opportunity to appear and/or contest such entity's claim.

ARTICLE 7
LICENSE FEES

Section 7.1--LICENSEE AGREES TO PAY TO CITY:

1. License Fee. Licensee agrees to pay to City a quarterly license fee in an amount equal to five percent (5%) of Licensee's Gross Annual Revenues under the terms and conditions as set forth in Article 12-9, Section B of the Code, except as hereafter provided.

2. Inspection of Records. The City Manager shall have the authority, upon reasonable notice and during normal business hours at Licensee's place of business, to inspect or audit Licensee's records confirming Licensee's Gross Annual Revenues derived from the operation of the Cable System in the City and other relevant underlying data and information. Upon examination of such information and a recomputation of any and all amounts paid under the license, if any additional amounts are due the City as a result of an audit, such additional amounts shall be paid within thirty (30) days following a written notice to Licensee by the City Council, which shall include a copy of the audit report. The City shall bear the cost of such an audit, unless the audit results reveal that (i) the Licensee underpaid the City through willful or gross negligence or (ii) the additional monies owed the City are in excess of five percent (5%) of the total annual amount paid, in which case the Licensee shall bear the total cost of the audit, including late charges and interest on the additional amount due.

ARTICLE 8
LOCAL ORIGATION AND COMMUNITY PROGRAMMING

Section 8.1--COMMUNITY CHANNELS:

1. Upon the completion of the reconstruction and/or upgrade of the System, in accordance with Article 4 of this License Agreement, Licensee agrees to provide, upon request of the City, one (1) community channel on the System with an origination point at City Hall or such other location as the City shall initially determine for the purpose of disseminating information, announcements and other programming of community interest.

2. Licensee shall purchase and provide the equipment listed in Exhibit "C" and shall assist the City and/or local community programming users with the initial installation of such equipment, as applicable, and provide instruction on its operation. The City shall be responsible for the maintenance and operation of all equipment it owns, as prescribed in Exhibit "C". Licensee may deduct the one-time wholesale cost of all equipment being purchased for the City from License fees due the City, as Licensee and the City Manager shall mutually determine.

3. Upon request, by either the City Manager or any other potential programming producer(s), the Licensee shall provide the City or such other potential programming producer(s) in the City additional origination points on the System for the purpose of inserting programming and information on the community channel, provided the cost of activating any origination point by the Licensee is borne by the requesting party. The Licensee shall determine the cost of labor and materials to activate an origination point and shall be entitled to

receive reimbursement for this cost in advance of any activation. In the case of the City, the cost of activating additional origination points may be deducted from License fees due the City, as Licensee and the City Manager shall mutually determine.

4. Upon request of the City Manager, Licensee shall make a second community channel available on the System whenever eighty percent (80%) of the time available on the first channel, between the hours of 8:00 am and midnight, becomes occupied by locally originated, non-automated programming for a period of thirty (30) consecutive days.

5. Upon mutual agreement with the City Manager, Licensee may advance up to one (1) year of License Fees to the City for the purpose of expanding the programming options of the community channel(s) or the purchase of additional production equipment. Such advance payment(s) shall be deducted from subsequent quarterly License Fee payments as the City and Licensee shall agree.

6. The City or any subsequent local origination program producer shall indemnify and hold harmless the Licensee from any liability resulting from the content of any programming cablecast on the community channel, as well as from the infringement of any copyright, trademark, trade name or service mark, or from the invasion of any person's privacy or defamation of any person as a result of any locally produced programming presented on the channel.

ARTICLE 9 LICENSE RENEWAL

Section 9.1--RENEWAL OF LICENSE:

The rights and obligations of the Licensee and the City hereunder with respect to the renewal of this License Agreement, except as where may be otherwise provided herein, shall be governed by the provisions of Section 626 of the Cable Act and all applicable provisions of Article 12-11 of the City Code.

ARTICLE 10 REMEDIES

Section 10.1--LIQUIDATED DAMAGES AND APPEAL:

The City and Licensee agree that for violations of this License, the City may obtain liquidated damages pursuant to Article 12-9, Sections D and E of the Code, and that the Licensee shall have all rights of appeal set forth in Section F therein.

ARTICLE 11 INDEMNITY AND INSURANCE

Section 11.1--INDEMNITY:

1. Licensee agrees and acknowledges that pursuant to the provisions of Article 12-13 of the Code and in addition to any insurance obligation created either by this License or the Code, Licensee and its assigns agree to exonerate, indemnify and hold harmless, and to protect and defend, the City of Sedona, its officers, agents and employees from all liability, suits, claims, losses, damages, expenses and costs, including reasonable attorneys' fees, for or on account of any injuries to, or death of, persons, or damages to, or destruction of, property belonging to any person, arising out of or in any way relating to the activities authorized by this License, whether the liability, loss or damages are caused, or alleged to be caused, in whole or in part by the Licensee's construction, operation or maintenance of the System.

2. In addition to and separate from the indemnity set forth in Subparagraph 1 above, the Licensee further agrees to maintain in full force and effect during the entire term of the License Agreement insurance covering public liability and property damage, including use of owned or non-owned autos, and that said insurance shall protect the City and the Licensee, as their interests may respectively appear, from claims for damages for personal injury, including death, and for property damage which may arise out of, or be related in any way to the activities authorized by this License. Such insurance shall be primary, and shall contain not less than one million dollars (\$1,000,000.00) combined single limit bodily injury and property damage liability, as prescribed in Sections D and E of Article 12-13 of the Code.

3. Should the Licensee wish to meet the provisions regarding insurance of Subparagraph 2 above through self insurance then Licensee shall provide and maintain current at all times adequate documentation from the corporate risk manager or appropriate officer of the corporation indicating the existence of a self insurance program adequately funded and maintained to meet the obligations set forth above.

4. Licensee agrees and understands that any assignment or transfer of this License Agreement or any event which causes the License holder to no longer have in effect either the hold harmless agreement or liability insurance required herein may be grounds for the immediate termination of the License, subject the appeal provisions set forth in Code.

ARTICLE 12
MISCELLANEOUS PROVISIONS

Section 12.1--MISCELLANEOUS PROVISIONS:

1. Amendment to License. This License Agreement shall not be amended except by mutual agreement and written instrument executed by all parties hereto.

Section 12.2--SERVICE OF NOTICE:

All notices required to be given under this License Agreement shall be in writing and shall be deemed served and effective when delivered to the designated persons listed below during ordinary business hours or on the date of delivery by U.S. mail registered or certified return receipt requested.

To the Licensee:

Time Warner Entertainment Company, L.P.
ATTN: General Manager
1665 South Plaza Way
P.O. Box 40
Flagstaff, Arizona 86002

To the City:

City of Sedona
ATTN: City Manager
2940 Southwest Drive
P.O. Box 30002
Sedona, Arizona 86336

Section 12.3--INSPECTION OF RECORDS:

The City Council reserves the right, in accordance with Article 12-14 A. of the Code, to examine the records of the Licensee, including Licensee's engineering plans, accounting and financial data and service records relating to

the facilities and operation of the Licensee in the City of Sedona, and including all records required to be kept by this License Agreement and the Code.

12.4--SEVERABILITY:

If any article, section, sentence, paragraph, term or provision of this License Agreement is determined to be illegal, invalid or unconstitutional by any court of competent jurisdiction, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof all of which shall remain in full force and effect for the term of this License. Nothing contained in this License Agreement shall require the Licensee to violate or waive its First Amendment rights or any statute, regulation, rule or decision of any federal, state or local agency or court having jurisdiction.

Section 12.5--LAWS GOVERNING AND VENUE:

This License shall be construed under the provisions of the State of Arizona and the provisions of Section 601 et. seq. of the Cable Communications Policy Act of 1984 (Cable Act) also known as 47 U.S.C. Section 521 et. seq. and proper venue shall be in Superior Court of Yavapai/Coconino County or the district court of the United States for the judicial district in which the City is located.

Section 12.6--REPORTS:

Upon request of the City Manager, or as Licensee learns of issues of interest to the City, Licensee shall provide to City copies of any communications and reports submitted by Licensee to the Federal Communications Commission or any other Federal or State regulatory commission or agency having jurisdiction with respect to any matters affecting construction or operation of the Cable System in the City.

12.7--INTERPRETATION AND SUBSEQUENT ACTS:

1. The terms and conditions of this License Agreement shall be consistent with federal and state laws and regulations. In the event of conflict between the terms and conditions of this License Agreement and the terms and conditions on which the City can grant a License, the federal and state law or statutory requirements or both shall control.

2. This License is granted subject to the City Code provisions in effect at the time the License is granted. In the event of a conflict between the terms of this License Agreement and the terms and conditions of the City Code, this License Agreement shall control. The City may amend the Code at any time subsequent to the effective date of the License provided herein, however, any such amendment shall not act to change or alter the terms of this License Agreement except as set forth below:

(a) Should the United States or the State of Arizona enact laws or regulations affecting this License then City and Licensee shall amend the License Agreement to conform to the law or regulation.

(b) Should a court of competent jurisdiction enter a final non-appealable order or judgment affecting this License then City and Licensee shall amend the License Agreement to conform to the order or judgment.

3. Notwithstanding any other provision of this License Agreement, should federal legislation be adopted providing for local regulation of the rates and services of cable television, or authorizing an increase in the maximum allowable percentage of Licensee's Annual Gross Revenues as a licensee fee, then and in such an event, upon ninety (90) days prior written notice to the Licensee, the

APPLICATION AND AFFIDAVIT FOR UNIFORM VIDEO SERVICE LICENSE
(Pursuant to Title 11, Chapter 14, Arizona Revised Statutes)

City of Sedona, Arizona

I. Applicant:

Applicant's Name: NPG Cable, LLC d/b/a Suddenlink Communications

Principal Place of Business: New York

Address: 1 Court Square, 49th Floor

City: Long Island City State: NY Zip: 11101

Type of Entity: LLC

Jurisdiction of Formation: Delaware

Phone: 929-418-4872

Email: Robert.Hoch@AlticeUSA.com

II. Applicant's Principal Executive Officers or General Partners:

- Dexter Goei - Chairman and Chief Executive Officer
- Michael Grau - Chief Financial Officer
- Michael Olsen - EVP, General Counsel & Secretary
- Nick Brown - Senior Vice President & Treasurer
- Colleen Schmidt - Executive Vice President, HR
- Layth Taki - Senior Vice President, Accounting
- David Prebut - Senior Vice President, Tax
- Lee Schroeder - Executive Vice President, Gov't Affairs

III. Person(s) Authorized to Represent Applicant Before City:

Name: Jim Campbell

Title: Vice President, Government Affairs

Address: S/A/A

IV. Check One Pursuant to Arizona Revised Statutes §11-1911(C)(4):

- Applicant is an incumbent cable operator as defined in Arizona Revised Statute §11-1901(13).
- Applicant is not an incumbent cable operator. The date on which the applicant expects to provide video services in the service area identified below is: _____.

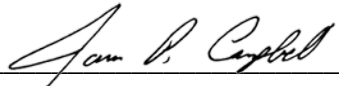
V. For All Applications:

- A. In accordance with A.R.S. §11-1911(C)(7), applicant will timely file with the Federal Communications Commission all forms required by that agency before applicant offers video service in the service area, including the forms required by 47 Code of Federal Regulations §76.1801.
- B. The term of the uniform video service license shall be 10 years (10 or less).
- C. Applicant agrees to pay all lawful fees and charges imposed by City.
- D. Applicant agrees to notify the City in writing of any changes to the information in items I-IV above within thirty (30) days after the change occurs as provided in A.R.S. §11-1914(B)(2).
- E. Provide an exact description of the service area as identified by a geographic information system digital boundary that meets or exceeds national map accuracy standards. (Attach the description to this application as Exhibit A.)

If the applicant is an incumbent cable operator, specify whether the applicant elects under A.R.S. §11-1914(C) to apply for a uniform video service license for a service area that consists of the boundaries of the City.

APPLICANT VERIFICATION

I, Jim Campbell, of lawful age, and being first duly sworn, now state: As a principal executive officer or general partner of the applicant, I am authorized to and do hereby make the above statements and commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Signature: 

Print Name and Title: Jim Campbell – Vice President, Government Affairs

Date: 5/12/2022

CITY RECEIPT

The foregoing Application and Affidavit for Uniform Video Service License was received by the Clerk of the Board this _____ day of _____, 20_____.

_____ City, Arizona

By: _____

Print Name and Title: _____

Address: _____

Phone: _____

Email: _____

If the City determines that the application and affidavit are incomplete, or otherwise deficient for failure to comply with Chapter 14 of Title 11 of the Arizona Revised Statutes, the City shall provide written notice to the applicant no later than fifteen (15) days after the date of filing of the application and affidavit.

Not later than forty-five (45) days after the date an applicant files a completed application and affidavit pursuant to A.R.S. §11-1914, the City shall issue a uniform video service license to the applicant in the form prescribed by A.R.S. §11-1911. If the City does not notify the applicant about the completeness of the uniform video service license agreement within the time period prescribed by statute or issue the agreement within the time period required under this subsection, the agreement shall be considered complete and issued to the applicant in the form submitted.

Model Uniform Video Service License Agreement

Date of Issuance: _____

This Uniform Video Service License Agreement ("License") is made on the date of issuance hereof by and between the City of Sedona, an Arizona municipal corporation ("Licensor") and NPG Cable, LLC d/b/a Suddenlink Communications, a Delaware limited liability company ("Licensee").

WHEREAS, Licensee has filed a completed application and affidavit under Title 9, Chapter 13, Arizona Revised Statutes ("Licensing Statute"), for Licensor to issue a Uniform Video Service License to Licensee; and

WHEREAS, Licensee is authorized under the laws of the State of Arizona to provide Cable Service.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein and the mutual covenants set forth herein, the Parties agree as follows:

1. Definitions. Capitalized terms that are not defined herein have the same meaning prescribed in the Licensing Statute, including A.R.S. Section 9-1401.

2. Licensee Information. The following appear on Exhibit A attached hereto and are incorporated herein by this reference:

2.1 The name of Licensee, its type of entity and its jurisdiction of formation.

2.2 The address and telephone number of Licensee's principal place of business.

2.3 The names, titles and addresses of Licensee's principal executive officers or general partners.

2.4 The names, titles, telephone and fax numbers and email addresses of any persons authorized to represent Licensee before Licensor.

3. Grant of License. Under the Licensing Statute, Licensor hereby issues to Licensee, and Licensee hereby accepts from Licensor, a nonexclusive Uniform Video Service License.

3.1 The Service Area in which this License authorizes Licensee to provide Video Service in the area described on Exhibit B attached hereto and incorporated herein by this reference.

3.2. Licensor grants Licensee authority in the delivery of Video Service to use and occupy, and to construct and operate a Video Service Network in,

Highways in the Service Area in compliance with the Licensing Statute and this License .

3.3 Licensee may operate and maintain facilities installed in the Highways in the Service Area to provide services pursuant to and subject to all the following: A.R.S. Section 9-584 and A.R.S. Title 9, Chapter 5.

4. Licensee Compliance with Law. Licensee shall comply with and be subject to:

4.1 All valid and enforceable federal and state laws.

4.2 All generally applicable, nondiscriminatory Local Laws, including highway use, mapping, insurance, performance bonds, security fund, indemnification, letter of credit or similar requirements that apply to the use and occupation of any highway and that conform to the Licensing Statute.

4.3 All public, education and government programming requirements of the Licensing Statute.

4.4 All customer service rules of the Federal Communications Commission under 47 Code of Federal Regulations Section 76.309(c) applicable to Cable Operators.

4.5 All consumer privacy requirements of 47 United States Code Section 551 applicable to Cable Operators.

5. Commencement of Video Service; Revocation. If Licensee is an incumbent cable operator, Licensee shall begin to provide Video Services under this License on the date of issuance of this license. If Licensee is not an incumbent cable operator, Licensee shall provide video service to at least one subscriber within each service area authorized by this License not later than twenty-four months after the date of issuance of this License. Failure of a non-incumbent cable operator to provide video service to at least one subscriber within each service area as set forth above shall result in revocation of this License unless the Licensee establishes to the satisfaction of the City/Town that such failure was for reasons beyond the Licensee's control.

6. License Fee. Licensee is required to pay the License Fees required under the Licensing Statute and all other lawful fees, taxes and charges imposed by Licensor. The initial rate of the License Fee shall be five (5) percent of Gross Revenue.

7. Federal Filing Requirement. Licensee is required to file in a timely manner with the Federal Communications Commission all forms required by that agency before Licensee offers Video Service in the Service Area, including the forms required by 47 Code of Federal Regulations Section 76.1801.

8. Term. The term of this License is ten (10) years and shall begin on the date of issuance.

9. Compliance with Law. Licensor and Licensee agree that they are subject to and must comply with the Licensing Statute. This License is subject to A.R.S. Section 38-511.

Licensor

City of Sedona, an Arizona municipal corporation

By: _____
Its: _____
Date: _____

Licensee

NPG Cable, LLC d/b/a Suddenlink Communications

By : *Jan P. Campbell*
Its: Vice President, Government Affairs
Date: 5/12/2022

ATTEST:

JoAnne Cook, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney

STATE OF NEW YORK)
) ss.
County of Westchester)

The foregoing instrument was acknowledged before me this 12th day of May, 2022 by Jim Campbell, the Vice President of Government Affairs of NPG Cable, LLC d/b/a Suddenlink Communications, a Delaware limited liability company on behalf of Licensee.

(Seal)

JOANNE COOK
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02HO8002764
QUALIFIED IN WESTCHESTER CO.
COMMISSION EXPIRES FEB. 17 2026

[Signature]
Notary Public

EXHIBIT A

[Information about Licensee]

I. Licensee:

Date: May 12, 2022		
Applicant's Name: NPG Cable, LLC d/b/a Suddenlink Communications		
Principal Place of Business: New York		
Phone: (929) 418-4872	Address: 1 Court Square West, Floor 49	
City: Long Island City	State: NY	Zip: 11101
Type of Entity: LLC	Jurisdiction of Formation: DE	Email: robert.hoch@alticeusa.com

II. Licensee's principal executive officers or general partners:

Name: Dexter Goei	Title: Chief Executive Officer
Address: 1 Court Square West, Floor 49 Long Island City, NY 11101	

Name: Michael Grau	Title: Chief Financial Officer
Address: 1 Court Square West, Floor 49 Long Island City, NY 11101	

Name: Michael Olsen	Title: EVP, General Counsel & Secretary
Address: 1 Court Square West, Floor 49 Long Island City, NY 11101	

Name: Nick Brown	Title: Senior Vice President & Treasurer
Address: 1 Court Square West, Floor 49 Long Island City, NY 11101	

Name: Colleen Schmidt	Title: Executive Vice President, HR
Address: 1 Court Square West, Floor 49 Long Island City, NY 11101	

Name: Layth Taki	Title: Senior Vice President, Accounting
Address: 1 Court Square West, Floor 49 Long Island City, NY 11101	

Name: David Prebut	Title: Senior Vice President, Tax
Address: 1 Court Square West, Floor 49 Long Island City, NY 11101	

Name: Lee Schroeder	Title: Executive Vice President, Gov't Affairs
Address: 1 Court Square West, Floor 49 Long Island City, NY 11101	

III. Person(s) authorized to represent Licensee before Local Government:

Name: Jim Campbell	Title: Vice President, Government Affairs	
Address: 1 Court Square West, Floor 49 Long Island City, NY 11101		
Phone: (303) 981-2409	Fax:	Email: james.campbell@alticeusa.com

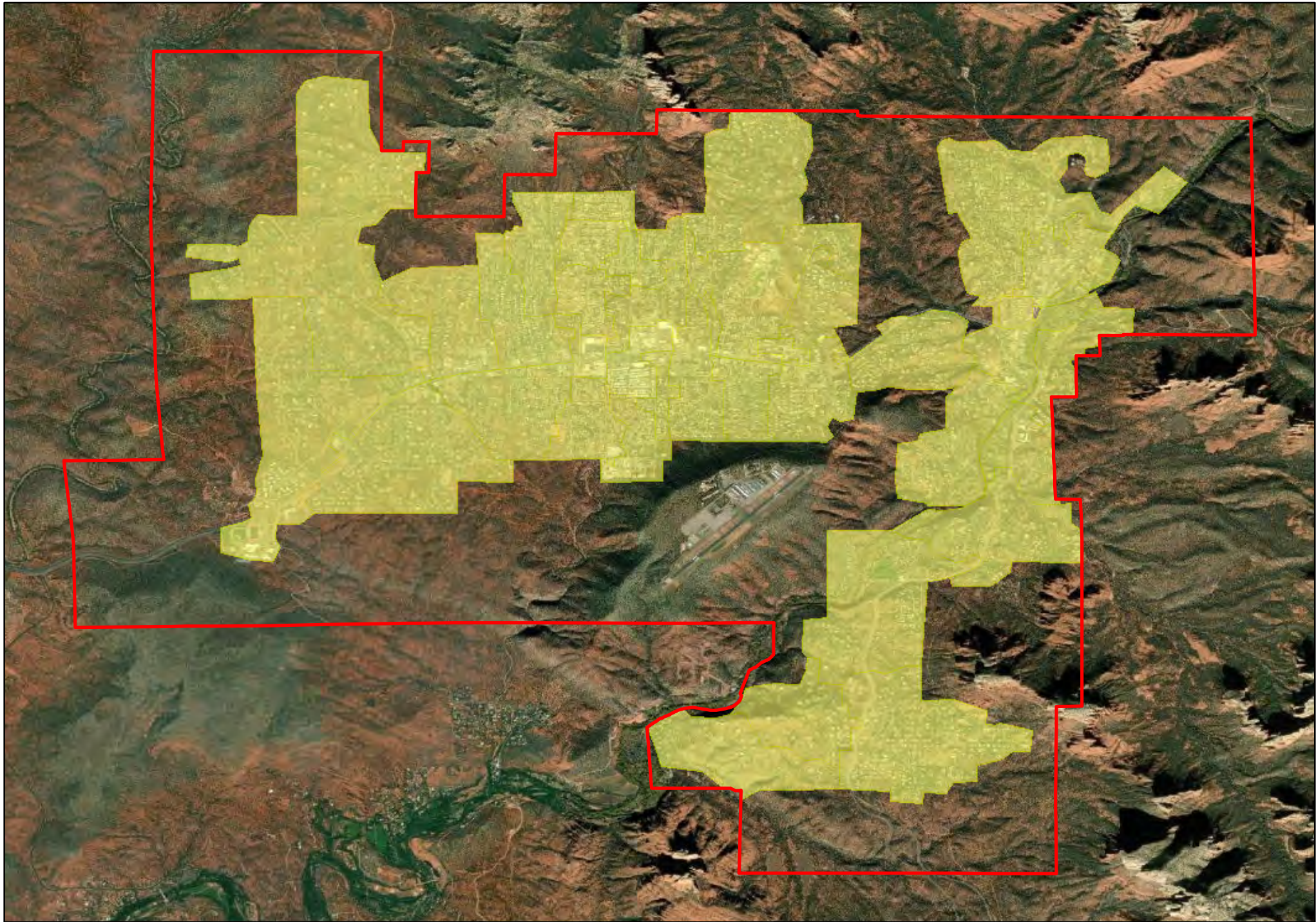
Name: Robert Hoch	Title: Senior Counsel, Government Affairs	
Address: 1 Court Square West, Floor 49 Long Island City, NY 11101		
Phone: (929) 418-4872	Fax:	Email: robert.hoch@alticeusa.com

EXHIBIT B


[Service Area]

Pursuant to A.R.S. § 9-1411(C)(5), provide an exact description of the service area to be served, as identified by a geographic information system digital boundary that meets or exceeds national map accuracy standards.

Please see attached for "Exhibit B" City of Sedona, AZ Service Area Map



 City Limits

 Altice Service Area



**CITY COUNCIL
AGENDA BILL**

**AB 2759
May 24, 2022
Regular Business**

Agenda Item: 8b
Proposed Action & Subject: Discussion/possible direction/action regarding proposed State legislation, short-term rental legislation and State budget and their potential impact on the City of Sedona.

Department	City Manager
Time to Present	15 Minutes
Total Time for Item	45 Minutes
Other Council Meetings	January 11, 2022, January 26, 2022, February 8, 2022, February 22, 2022, March 8, 2022, March 22, 2022, April 12, 2022, April 26, 2022, May 10, 2022
Exhibits	None

City Attorney Approval	Reviewed 05/16/22 KWC	Expenditure Required	
		\$	0
City Manager's Recommendation	NA	Amount Budgeted	
		\$	0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: During the course of the State Legislative Session, many bills are introduced that have a potential impact on the City of Sedona. The League of Arizona Cities and Towns, the City's legislative advocate and City staff routinely monitor bills of interest as they progress through the legislative process.

This item is scheduled to provide a summary update on relevant bills and the proposed State budget, to answer questions that the City Council may have regarding any individual bill or the budget, and to consider the need for the City Council to take a formal position in support or opposition of any particular bill.

Climate Action Plan/Sustainability Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s):

MOTION

I move to: for informational purposes only unless there is a preference to take a position on a particular issue.



**CITY COUNCIL
AGENDA BILL**

**AB 2571
May 24, 2022
Regular Business**

Agenda Item: 8c
Proposed Action & Subject: Discussion/possible direction regarding issues surrounding the COVID-19 pandemic and the City's response.

Department	City Manager
Time to Present	10 minutes
Total Time for Item	15 minutes
Other Council Meetings	March 24, 2020, April 14, 2020, April 28, 2020, May 12, 2020, May 26, 2020, June 9, 2020, June 23, 2020, July 14, 2020, July 28, 2020, August 11, 2020, September 8, 2020, September 22, 2020, October 13, 2020, October 27, 2020, November 10, 2020, November 24, 2020, December 9, 2020, January 12, 2021, January 26, 2021, February 9, 2021, February 23, 2021, March 9, 2021, March 23, 2021, April 13, 2021, April 27, 2021, May 11, 2021, May 25, 2021, June 8, 2021, June 22, 2021, July 13, 2021, July 27, 2021, August 10, 2021, September 14, 2021, September 28, 2021, October 12, 2021, October 26, 2021, November 9, 2021, November 23, 2021, December 14, 2021, January 11, 2022, January 26, 2022, February 8, 2022, February 22, 2022, March 8, 2022, April 12, 2022, April 26, 2022, May 10, 2022
Exhibits	None

City Attorney Approval	Reviewed 05/16/22 KWC	Expenditure Required	
		\$	0
City Manager's Recommendation	NA	Amount Budgeted	
		\$	0
		Account No. (Description)	N/A
		Finance Approval	<input checked="" type="checkbox"/>

SUMMARY STATEMENT

Background: This item was added to ensure opportunity to discuss the latest updates with the COVID-19 pandemic and the City's response.

The City continues regular communication with state and county health departments, hospitals, other healthcare providers, emergency responders, emergency managers, and policy experts.

During the meeting staff will present up-to-date information on COVID-19 related data and regulatory changes.

Climate Action Plan/Sustainability Consistent: Yes - No - Not Applicable

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): N/A

MOTION

I move to: for discussion and possible direction only.