

**ORDINANCE NO. 60, FOURTH SERIES**

**AN ORDINANCE OF THE CITY OF REDWOOD FALLS EXTENDING  
THE TERM AND MODIFY SECTION 4.1 (a) OF THE FRANCHISE AGREEMENT  
WITH NEW ULM TELECOM, INC.**

**WHEREAS**, the City of Redwood Falls ("City"), granted New Ulm Telecom, Inc. ("NU Telecom") ("Parties") a non-exclusive franchise to construct, operate and maintain a cable television system in the City (the "Franchise"); and

**WHEREAS**, NU Telecom timely filed a request with the City for renewing the Franchise pursuant to the provisions of the Cable Communications Policy Act of 1984 ("Cable Act"); and

**WHEREAS**, the Parties desire to extend the current Franchise from December 31, 2017, to December 31, 2027; and

**WHEREAS**, NU Telecom desires to modify Section 4.1 (a) regarding Minimum Channel Capacity to specify updated technology utilized by Nu Telecom.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF REDWOOD FALLS:**

The City of Redwood Falls hereby authorizes and executes a 10-year extension of the Franchise which shall now expire on December 31, 2027.

The City of Redwood Falls hereby authorizes and agrees to modify Section 4.1 (a) Minimum Channel Capacity to state the following:

“Grantee currently provides a System which utilizes internet protocol (“IP”) technology which is capable of delivering a minimum of seventy-six (76) channels.”

The Parties agree that as a result of agreeing to extend the Franchise term and to modify Section 4.1 (a), neither party shall be deemed to have waived any of its rights or obligations under Section 626 of the Federal Communications Act (47 U.S.C §546) nor any of its rights or obligations under the Franchise agreement, and that this extension and modification shall not be deemed to constitute an approval by the City of the renewal of the Franchise or approval of any Franchise renewal proposal which may have been previously submitted by NU Telecom.

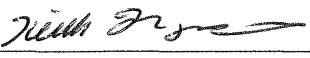
The remaining terms and conditions of the Franchise Agreement shall continue in full force and effect.


If, any section, paragraph subdivision, clause, sentence or provision of this Ordinance shall be adjudged by a Court of competent jurisdiction to be invalid, such judgment shall not effect, impair, invalidate, or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

Passed and adopted this 20<sup>th</sup> day of February, 2018.

**ATTEST:**

**CITY OF REDWOOD FALLS**


By:   
Keith Muetzel  
City Administrator

By:   
Corey Theis  
Mayor

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

**NEW ULM TELECOM, INC.**

Dated: 3-7-18

By:  *bjc*  
Print: Kathy Lund  
Its: Regulatory & Admin mgr

First Reading: February 6, 2018  
Posted Notice: February 9, 2018  
Second Reading: February 20, 2018  
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