

## 1. Agenda

### Documents:

[TOWN COUNCIL WORKSHOP AGENDA - ENGLISH.PDF](#)  
[TOWN COUNCIL WORKSHOP AGENDA - ESPANOL.PDF](#)

## 2. Meeting Materials

### Documents:

[GREGORY LANE DISCUSSION.PDF](#)  
[JACKSON STREET ONE WAY PARKING STREETScape.PDF](#)  
[REVIEW OF SPECTRUM FRANCHISE AGREEMENT.PDF](#)

**Jackson Town Council**  
**WORKSHOP**  
Tuesday, February 20, 2018  
3:00 PM  
Council Chambers

**NOTICE:** THE VIDEO AND AUDIO FOR THIS MEETING ARE STREAMED TO THE PUBLIC VIA THE INTERNET AND MOBILE DEVICES WITH VIEWS THAT ENCOMPASS ALL AREAS, PARTICIPANTS AND AUDIENCE MEMBERS

**PLEASE SILENCE ALL ELECTRONIC DEVICES DURING THE MEETING**

- I. CALL TO ORDER AND ROLL CALL**
- II. REVIEW OF SPECTRUM FRANCHISE AGREEMENT (Bob McLaurin, 20 Minutes)**
- III. JACKSON STREET ONE WAY/PARKING/STREETSCAPE (Josh Frappart, 30 Minutes)**
- IV. GREGORY LANE DISCUSSION (Brian Lenz, 30 Minutes)**
- V. SET NEXT WORKSHOP AGENDA**
  - A. 3/19 Residential Rental Ombudsman Discussion (Audrey Cohen-Davis, 15 Minutes)
  - B. 3/19 Snow King Lease Discussion (Bob McLaurin, 30 Minutes)
  - C. 3/19 Non-Discrimination Ordinance Discussion (Audrey Cohen-Davis, 60 Minutes)
  - D. 3/19 Taxi/Uber Regulations Discussion (tentative) (Todd Smith, 30 Minutes)
  - E. 4/16 Plastic Bag Regulations (Roxanne Robinson, 30 Minutes)
  - F. 4/16 Residential Rental Regulations (Audrey Cohen-Davis, 60 Minutes)
  - G. 5/21 Town Square Pedestrian Zone Pilot Project (Larry Pardee, 30 Minutes)
  - H. 5/21 Downtown Core Pedestrian Signaling (Larry Pardee, 30 Minutes)
- VI. ADJOURN**

*Please note that at any point during the meeting, the Mayor and Council may change the order of items listed on this agenda. In order to ensure that you are present at the time your item of interest is discussed, please join the meeting at the beginning to hear any changes to the schedule or agenda.*

**Jackson Town Council**  
**WORKSHOP**  
**Martes 20 de Febrero, 2018**  
**3:00 PM**  
**Camaras del Ayuntamiento**

**AVISO:** EL VIDEO Y AUDIO DE ESTA REUNIÓN SE TRANSMITEN AL PÚBLICO A TRAVÉS DE DISPOSITIVOS DE INTERNET Y MÓVILES CON OPINIONES QUE COMPRENDEN TODAS LAS ÁREAS, PARTICIPANTES Y MIEMBROS DE LA AUDIENCIA

**POR FAVOR, SILENZAR TODOS LOS DISPOSITIVOS ELECTRÓNICOS DURANTE LA REUNIÓN**

- I. LLAMADA DE ORDEN Y LLAMADA DE ROL**
- II. REVISIÓN DEL ACUERDO DE FRANQUICIA DE SPECTRUM (Bob McLaurin, 20 minutos)**
- III. CALLE JACKSON DE UN SOLO SENTIDO / ESTACIONAMIENTO/ PAISAJE URBANO (Josh Frappart, 30 Minutos)**
- IV. DISCUSIÓN DE GREGORY LANE (Brian Lenz, 30 minutos)**
- V. FIJAR LA SIGUIENTE AGENDA DE TALLER**
  - A. 3/19 Discusión del defensor del alquiler residencial (Audrey Cohen-Davis, 15 minutos)
  - B. 3/19 Discusión sobre el arriendo de Snow King (Bob McLaurin, 30 minutos)
  - C. 3/19 Discusión de la Ordenanza sobre No Discriminación (Audrey Cohen-Davis, 60 minutos)
  - D. 3/19 Discusión del Reglamento Taxi / Uber (provisional) (Todd Smith, 30 Minutos)
  - E. 4/16 Reglamento de bolsas de plástico (Roxanne Robinson, 30 minutos)
  - F. 4/16 Reglamento de alquiler residencial (Audrey Cohen-Davis, 60 minutos)
  - G. 5/21 Proyecto piloto de la zona peatonal de Town Square (Larry Pardee, 30 minutos)
  - H. 5/21 Señal peatonal del centro de la ciudad (Larry Pardee, 30 minutos)
- VI. APLAZAR**

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# TOWN COUNCIL

## WORKSHOP AGENDA DOCUMENTATION

**PREPARATION DATE:** February 14, 2018  
**MEETING DATE:** February 20, 2018

**SUBMITTING DEPARTMENT:** Engineering  
**DEPARTMENT DIRECTOR:** Larry Pardee  
**PRESENTER:** Brian Lenz, Town Engineer

**SUBJECT:** Gregory Lane Improvements Discussion

### PURPOSE OF WORKSHOP ITEM

The purpose of this item is to discuss with the Council the existing condition of Gregory Lane and to discuss the possibility of completing drainage, wastewater, and sidewalk/pedestrian improvements within the corridor.

### DESIRED OUTCOME

Awareness of the Gregory Lane project, the history of the project, and discussion of options moving forward.

### BACKGROUND/ALTERNATIVES

For Reference:

#### History

A comprehensive upgrade to the Gregory Lane corridor was contemplated in May 2000 with a "charrette" or public meeting report. In 2012, staff looked at the corridor again to conduct a traffic study, consider one-way traffic alternatives, and review options with the council. The 2012 a study that looked at one way traffic to the north concluded that, "the road system would generally operate the same overall as it does under two-way operation". There have been other minor projects in the area over the years in addition to these two significant efforts. Drainage, storm water quality, and circulation (pedestrian and vehicular) are the primary concerns.

#### Right of Way

The Gregory Lane right-of-way (ROW) corridor is approximately 3,100 feet in length. The width of the ROW is 40 feet, except for the southernmost 400 feet and northern 200 feet that are 60 feet wide. The area of the ROW is roughly 132,000 square feet (3 Acres).

Based on 2012 traffic volumes Gregory Lane could be classified as a Collector or at the low end of a Minor Arterial. The Land Development Regulations (LDR) for ROW widths for these two types of roads are 66 feet and 80 feet respectively. LDR for Paved Travel Way, Paved Parking Lane, and paved shoulder are 24, 10 (n/a for minor arterials), and 6 feet respectively for both types of roads.

Gregory Lane is difficult to apply the *Community Streets Plan* to, but is designated as a low volume Bus / Truck route where 11 feet wide travel lanes would be a minimum with signage and sharrow pavement markings for bike traffic, and detached pedestrian facilities 5-8 feet in width.



### Utility Systems

Within this right-of-way and adjacent areas, numerous utilities are buried underground. These utilities include, but may not be limited to: Town water, wastewater, and storm drainage systems. Utility gas mains, power lines, and phone, cable and fiber optic communications. These systems are located across the entirety of the right-of-way. This is of special concern if the Council desires to place light bases and/or trees within the right-of-way, as significant modifications to the existing underground systems may be needed.

The existing 21-inch sewer main is 60+ years old. Prior to, or in conjunction with, any major road work the replacement and upgrade of this sewer line needs to be included. Given the location of this sewer line at the downstream end of the collector line, upgrades and upsizing of this section of line is necessary before any significant upgrades to lines upstream can occur or be beneficial.

### Storm water Drainage

The existing grades of the development along Gregory Lane and adjacent areas are very flat and configured in a way that often puts adjacent properties at elevations lower than the road or back of curb. This leads to flooding of the road and private properties during large rain events, during rapid snowmelts, and frazil ice flooding.

There is a small existing storm water drainage system consisting of inlets and shallow pipe from Berger Lane to a treatment unit prior to the creek discharge south of the pathway bridge. There is an infiltration system on the east side of the Gregory Lane between Berger and Martin Lanes located within a 20 feet wide easement. Investigation of this infiltration area in 2017 indicates that there is a possibility to increase the capacity of this infiltration area. There are two additional infiltration areas on Martin Loop.

The elevation of the existing roadway or any new roadway layout would be difficult to properly drain the large amount of runoff existing within the area. The most reasonable method to provide the necessary drainage would be to complete additional infiltrations systems, install a pumped system, or a combination of both. Due to the underground utility system, the new infiltrators would likely need to be located on existing private property or possibly in the area of the Teton County School District stadium parking and bus barn site.

Due to the close proximity to Flat Creek and the stream being an existing/future point of discharge water quality and treatment are key considerations in any storm water planning.

### Sidewalk Systems

Currently, there are no pedestrian/pathway improvements along the corridor. The corridor is used regularly by pedestrians, especially children, to access pathways that cross the corridor and the nearby schools. The “s” curves in the middle of the road are especially difficult to navigate.

### Zoning and Use

The corridor is zoned as Business Park – Town and serves a variety of uses from residential (apartment and mobile home park), live work units, and commercial (lumber, auto detail and repair, welding, contractor supply, etc.). From the 2012 workshop report there are approximately 135 residential units in the area. In 2017 the Town designated Gregory Lane as a no on street parking area and has been strictly enforcing this policy. However, areas within the ROW that are off street are used regularly by residents and tenants of the area for parking and storage.

### The completed “Charette” Report – May 2000

The Recommended Alternative from the May 2000 Charrette generally included:

- A green strip and sidewalk along the west side of the street between High School Road and the southern “S” turn
- A green strip and sidewalk along the east side of the street between the southern “S” turn and South Park Loop Road. The total width of the green space and sidewalk was 10-feet.
- Two Drive lanes and curb section where provided a width of 28-feet

Please find below the “Primary Elements of the Project” as described in the completed Charrette document:

- 28 ft. cross section, back-of-curb to back-of-curb – 18” gutter, 6”curb
- traffic calming in the form of two raised crossings, one at the south “S” curve and one at the Russ Garaman/School Trail Pathway crossing
- preservation of the mixed-use nature of the area
- street lighting at intersections (decorative) and at pathway crossings, 7 locations total
- landscaping buffer that also serves as a place for snow storage during winter months
- full use of the existing R.O.W, which will require the removal of all existing items in the R.O.W (sheds, fences, debris, etc.)
- minimization of R.O.W acquisition (the plan requires easements at both “S” curves)
- consolidation of access points but provision of access for single-axle trucks, semis, buses, cement mixers, UPS trucks, etc.
- entry features at South Park Loop road and High School Road
- a pathway from Gregory Lane to the planned skate park located between the Teton Veterinary Clinic and adjacent building (to the south)
- an interpretive clean water center by the Flat Creek bridge and
- adjustment of the center line in road, within the right-of-way

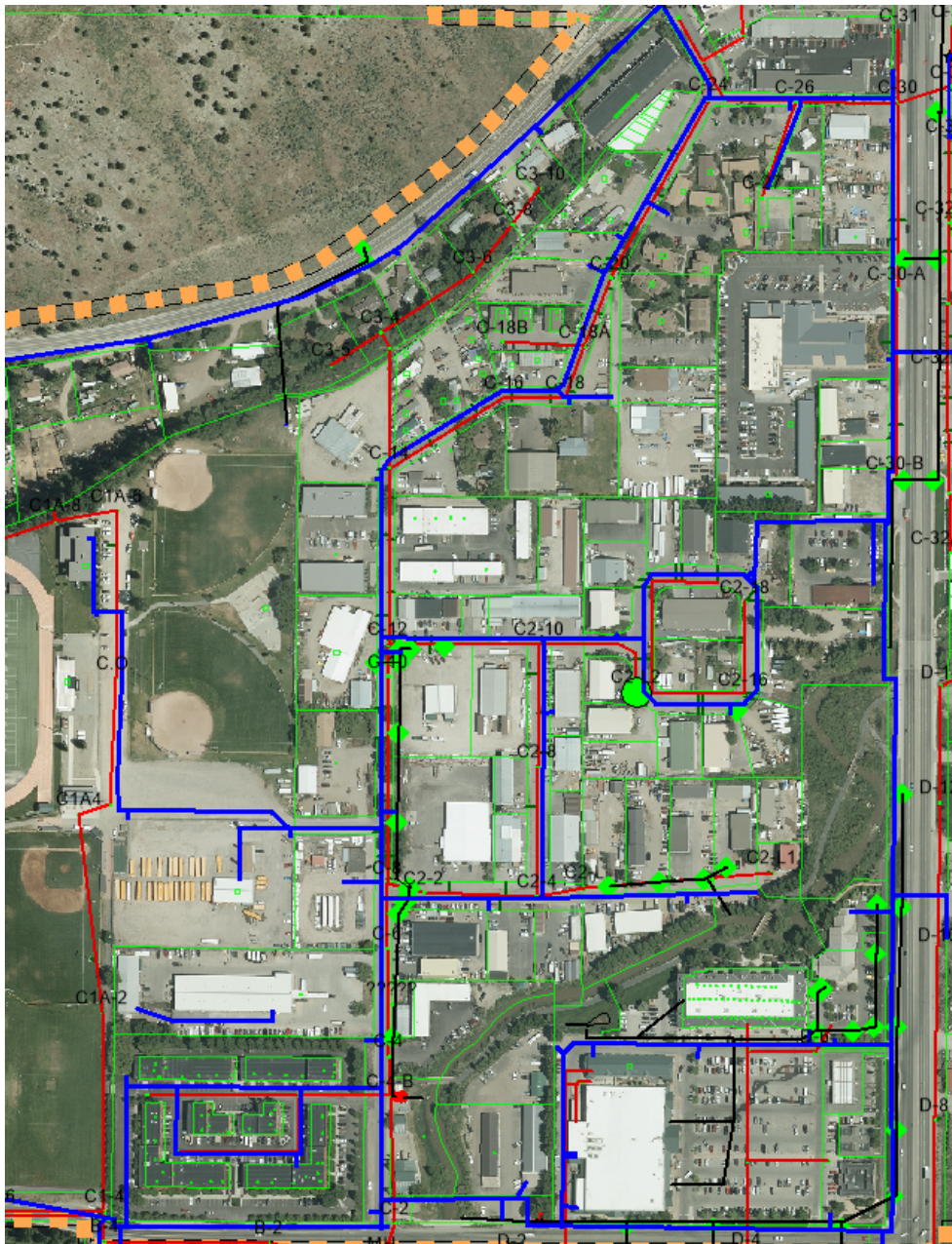
While these features are part of the preferred alternative, they were not universally accepted. There is concern from interested parties that improvements to the corridor may increase rent values, encroach on the character of the one industrial area in town, were not interested in granting easements or selling lands for pedestrian facilities, and restricting access to their lots were major concerns that are likely still applicable today.

#### TRAFFIC STUDY

The Town, County, and WYDOT have partnered on a traffic model for the county and it is expected to be ready this spring. From the base model there are plans for the Town to model this portion of west Jackson while the County looks at South Park loop road and the Tribal Trails connector. Ideally, any work in the Gregory area should take this modeling into consideration.



GIS image of the Gregory Lane Corridor



## PROPOSED IMPROVEMENTS

Sidewalks:

Typically, we have used roadway curbs to provide additional safety for pedestrians. Town staff has tried other methods such as signage and bollards with limited success. Should roadway curbs be desired, the roadway would need to be dropped by approximately 8-inches thru the corridor. This lowering of the roadway would be needed to allow the installation of the curb and sidewalk such that the grading would closely match the existing topography of private property along the right-of-way boundary.

### Right of Way Acquisition:

In order to increase the right of way to the LDR minimum for width (66 feet) about 26 additional feet would need to be acquired for the north 2700 feet of the corridor. About 1.6 acres of land from several



different landowners. Any acquisitions would be kept to a minimum and as required to fulfill the design needs.

#### ALTERNATIVES:

1. Maintain the status quo
2. Rebuild the road, sidewalk, and utilities to the degree possible within the existing ROW.
3. Acquire additional land for the ROW to accommodate a more complete design and rebuild the road, sidewalk, and utilities.
4. Provide sidewalks on both sides of the street and / or allow for on street parking areas to be incorporated into the design.
5. Consider One Lane Alternatives through the “s” curves to make the improvements within the existing ROW.

Discussion of project priorities regarding other significant street improvements that have been contemplated with the CIP:

1. Gregory Lane
2. Snow King, Scott, and Maple Way
3. East Broadway
4. High School Road

#### ALIGNMENT WITH COUNCIL’S STRATEGIC INTENT

The project aligns with the Council’s goals to provide safe pedestrian facilities throughout the town as well as safe streets.

#### STAKEHOLDER ANALYSIS

This project will have a significant impact on the businesses and residents of the Gregory Lane neighborhood. Ultimately Town Council would decide on whether or not to proceed with the project and determine the funding for it, including whether or not it should be funded with SPET. The Teton County School district could play a large role in where storm water can be detained. The landowners along the corridor would be impacted by the improvements due to loss of parking and storage areas that are encroaching into the ROW. They would also gain a safer route to school for their children and improved drainage. Flat Creek could benefit from improved storm water treatment and management.

#### FISCAL IMPACT

Given the current construction environment it is difficult to predict what costs will be in a couple of years. Staff estimates for reconstruction of a 24 feet wide roadway with a buffer strip, a single detached sidewalk, new water, wastewater, and storm utilities could range from six to nine million dollars for design and construction with an additional 2-4 million dollars in land acquisition. These costs are based on very conceptual ideas and rough cost estimates and final costs would depend on the ultimate scope of work and when the work occurs. They are based on but are not directly tied to the preferred charrette alternative. FYI, in 2001 the cost of the preferred alternative was about \$2,000,000 without design costs.

#### STAFF IMPACT

The scope of the proposed project is large and will require significant amounts of time from engineering staff to coordinate with a consultant on the design and for the construction

administration. There would be additional Legal staff time to negotiate and finalize land acquisitions and easements. Pathways and Planning would also contribute to the input on design.

## LEGAL ISSUES

The negotiations and acquisition of land for additional right-of-way could be extensive.

## ATTACHMENTS

*There are no attachments to this report.*

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### Synopsis for PowerPoint (120 words max): Purpose:

Review the Gregory Lane corridor history and options for proceeding.

### Background:

The Gregory Lane corridor has been looked at multiple times over the years and extensively in 2000 when a design charette evolved into a project that initiated a design to additional studies in 2012 looking at traffic counts and a one way travel alternative.

### Fiscal Impact:

The project would require funding from multiple funds including enterprise funds and the fifth cent. Public works feels the project could benefit from a SPET initiative as well.



# TOWN COUNCIL

## WORKSHOP AGENDA DOCUMENTATION

**PREPARATION DATE:** February 5<sup>th</sup>, 2018  
**MEETING DATE:** February 20<sup>th</sup>, 2018

**SUBMITTING DEPARTMENT:** Public Works  
**DEPARTMENT DIRECTOR:** Larry Pardee  
**PRESENTER:** Josh Frappart

**SUBJECT:** Jackson Street Streetscape Project

### PURPOSE OF WORKSHOP ITEM

The purpose of this item is to seek Town Council input and review conceptual ideas for the Jackson Street Streetscape Project.

### DESIRED OUTCOME

The desired outcome would be for Town Council to provide direction to staff relating to the proposed conceptual designs of the streetscape project given the surrounding properties and uses, as well as to discuss the and location of street lights and trees to be incorporated into the project.

### BACKGROUND/ALTERNATIVES

Previously the discussion began with the Town of Jackson and surround property owners of how to improve the existing condition of Jackson Street between Broadway Avenue and Pearl Avenue as it relates to traffic movements, pedestrian access, and parking. Town of Jackson staff was asked to explore the opportunities of changing Jackson Street into a one-way design to improve the pedestrian access and maximize parking (refer to attachment 1). This conceptual design was shown to surrounding property owners to gather feedback and comments.

More recently Town of Jackson staff prepared a new conceptual design that meets current complete streets standards. This design involves two lane traffic, parallel parking on both sides, buffer zone and sidewalk, as well as incorporated street light and trees (refer to attachment 2). To date both conceptual drawings have been presented to surrounding property owners as well as staff members.

While these are two of many other possible conceptual designs, council can also take the “No Action” alternative determining that the current street section is sufficient for current use.

### ALIGNMENT WITH COUNCIL'S STRATEGIC INTENT

This proposed project aligns with Strategic Objectives of the Town of Jackson to foster Environmental Stewardship, Economic Sustainability, Town as Heart, and Maintaining the Unique Character of Jackson Hole. The project aligns with these Strategic Objectives by providing improved pedestrian corridors by which citizens and visitors to Jackson are able and encouraged to walk safely to and from the places they want to be, choose to walk rather than drive a vehicle thus conserving fuel and reducing traffic congestion, encourage use

of START Bus by providing pedestrian connection to existing bus stops, and encouraging a vibrant and connected community which promotes economic sustainability by providing pedestrian facilities that connect major street corridors within the Town of Jackson.

## STAKEHOLDER ANALYSIS

The stakeholders include residents and visitors to the community that would benefit from pedestrian spaces which currently do not exist and are not in compliance with ADA standards. Surrounding businesses, such as the Elks Club, Spence Law Firm, Twin Cinemas, Mountain Modern Motel, and Big Hole BBQ, would also be stakeholders in maximizing parking, providing sufficient street lighting, as well as improved pedestrian corridors.

The proposed improvements encompassed by this project are intended to be constructed within the Town of Jackson right-of-way and not impact private property with the exception of the removal of existing vegetation.

## FISCAL IMPACT

In the FY18 capital budget, we show \$135,000 from Public Works Capital funds designated for the proposed streetscape improvements in FY 2018. In the draft FY19 capital budget request, we have increase the funds to \$155,000 to match current estimated construction cost for the proposed project.

## STAFF IMPACT

Design, contract preparation, bidding, and construction project management will require approximately 15 hours of staff time per week for a total of 12 weeks.

## LEGAL ISSUES

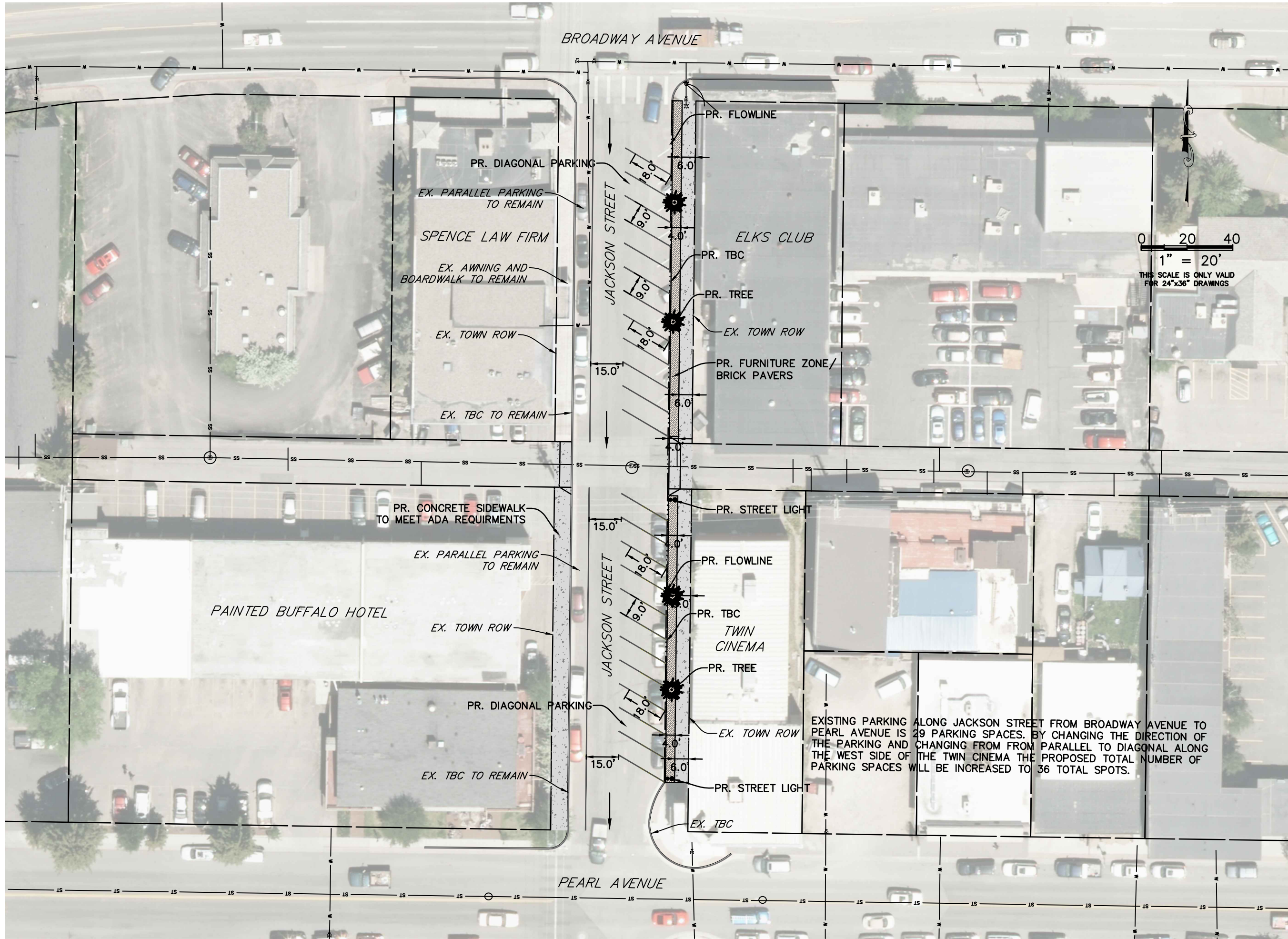
No Legal review required at this time.

## ATTACHMENTS

Supporting documents attached with this report include...

- Conceptual design 1, which includes Jackson Street becoming a one-way street from north to south. This design provides a 6-foot attached sidewalk on the western portion of the proposed corridor near Big Hole BBQ, as well as a 4-foot buffer strip and a 6-foot sidewalk on the eastern portion of the corridor. This design also provides parallel parking on the west and diagonal parking on the east. This design would provide for 7 more parking spaces than existing conditions.
- Conceptual design 2, which meets the current Town of Jackson complete streets requirements. This design provides two lanes of traffic, parallel parking on both sides of the corridor, as well as a new 5-foot buffer strip and 5-foot sidewalk along both side of the corridor. This design would incorporate a total loss of 4 parking spots when compared to existing conditions.





APPROVED					
DRAFTER	JF				
DATE	7/14/15				
PLAN VERSION	NO. 1				

SHEET TITLE:

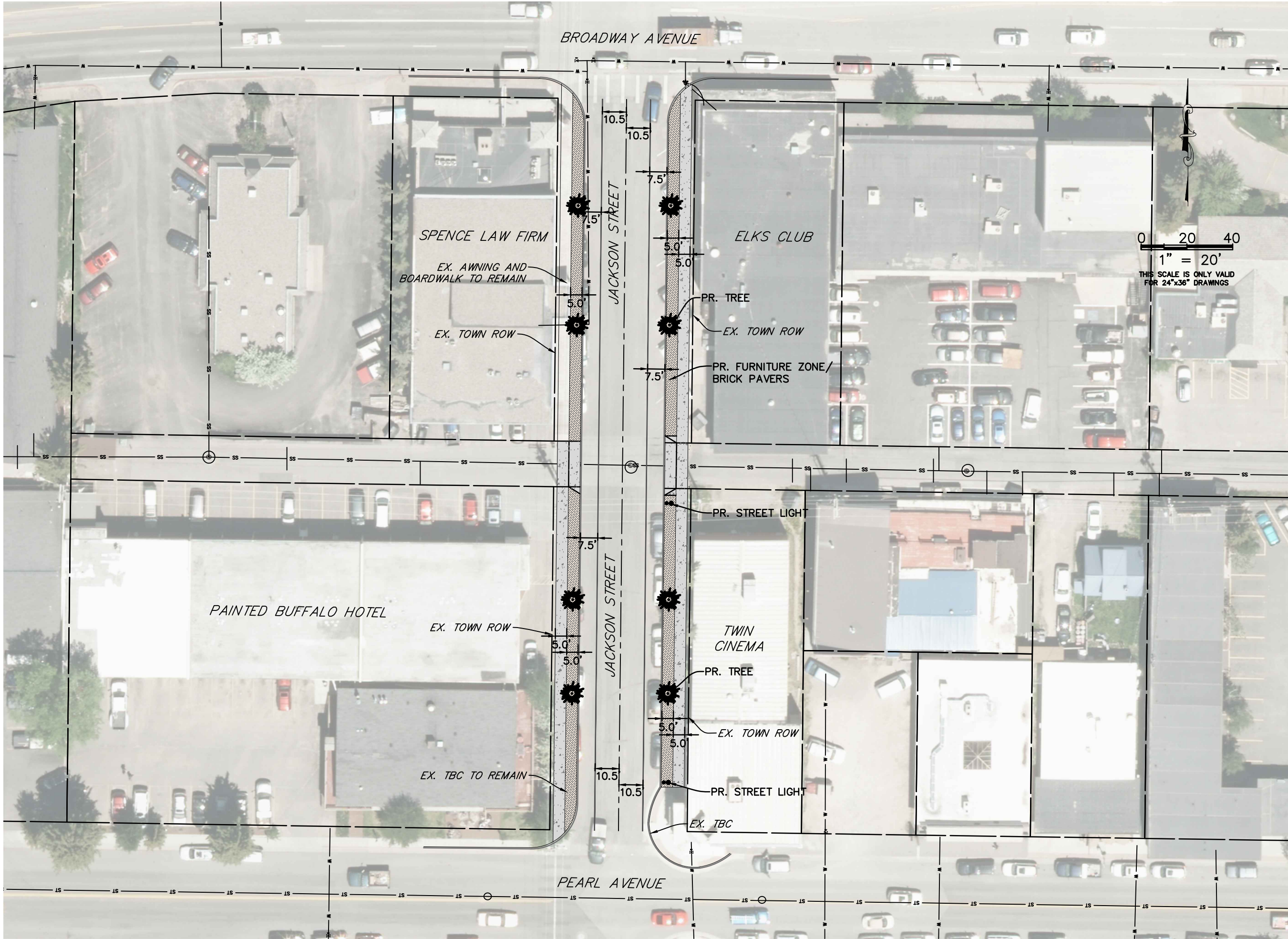
**BROADWAY AVENUE TO  
PEARL AVENUE**

PROJECT TITLE:

**JACKSON STREET  
NEW LAYOUT**







PLAN VERSION	DATE	DRAFTER	APPROVED
NO. 1	7/14/15	JF	SO

SHEET TITLE:

**BROADWAY AVENUE TO  
PEARL AVENUE**

PROJECT TITLE:

**JACKSON STREET  
NEW LAYOUT**



PROJECT #

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SHEET #

**1 OF 1**



# TOWN COUNCIL

## WORKSHOP AGENDA DOCUMENTATION

**PREPARATION DATE:** February 15, 2018  
**MEETING DATE:** February 20, 2018

**SUBMITTING DEPARTMENT:** Administration  
**DEPARTMENT DIRECTOR:** Bob McLaurin Town Manager  
**PRESENTER:** Roxanne Robinson, Assistant Town Manager

**SUBJECT:** Review of Spectrum Franchise Agreement

### PURPOSE OF WORKSHOP ITEM

Jim Stanford asked that this item be placed on the workshop agenda to allow the Town Council an opportunity to review the current franchise agreement with Spectrum in light of the numerous complaints received recently from Town of Jackson citizens regarding the inability to view the Olympics on NBC.

### DESIRED OUTCOME

The desired outcome is to allow the Town Council time to discuss the current franchise agreement to determine if there is any recourse for the Town of Jackson and to hopefully allow time to ask questions of Erik Rasmussen, Spectrum's Senior Manager of Government Relations in Cheyenne or another representative from Spectrum.

### BACKGROUND/ALTERNATIVES

Numerous Spectrum customers in the Town of Jackson have reached out to elected officials and the Town Attorney regarding their dissatisfaction with the service and the inability to watch the Olympics. The Town Attorney has made Erik Rasmussen, Spectrum's Senior Manager of Government Relations in Cheyenne aware that this item has been placed on the agenda and hopefully Mr. Rasmussen or another representative from Spectrum will be able to be at the meeting and available and able to answer the Council's questions.

### STAKEHOLDER ANALYSIS

Stakeholders include Town of Jackson residents that are customers of Spectrum that have been unable to view the Olympics either through the cable service or through online services. Other stakeholders include leadership at the Town of Jackson that work diligently to ensure that provisions of the franchise agreement are being met and that the citizens served by the franchise receive the services pledged through the franchise agreement in exchange for use of the Town's right of way.

### FISCAL IMPACT

n/a

### STAFF IMPACT

The Town Attorney has conducted some initial research into the agreement. Any further direction from the Town Council would have an impact on the Town Attorney's office.

### LEGAL ISSUES

The Town Attorney is reviewing the agreement and researching any recourse the Town may have.

ATTACHMENTS

Spectrum Franchise Agreement.

RECOMMENDATION

None.

SUGGESTED MOTION

None.

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## ORDINANCE 1087

### AN ORDINANCE OF THE TOWN OF JACKSON, WYOMING, GRANTING A FRANCHISE TO BRESNAN COMMUNICATIONS, LLC, FOR THE CONSTRUCTION AND OPERATION OF A CABLE SYSTEM AND PROVIDING FOR AN EFFECTIVE DATE.

**BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED, THAT:** the Town Council, having determined that Bresnan Communications, LLC, locally known as Charter Communications ("Grantee") is willing to provide the services, facilities, and equipment necessary to meet the future cable-related needs and interests of the Town of Jackson, Wyoming ("Town"), and is willing to be bound by conditions of applicable law, and by binding agreement to serve the public interest, does hereby ordain as follows:

#### FINDINGS

In the review of the request for renewal by Grantee and negotiations related thereto, and as a result of a public hearing, the Town makes the following findings:

1. Grantee's technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;
2. Grantee's plans for operating the Cable System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard;
3. The Franchise granted to Grantee by the Town complies with the existing applicable State statutes, federal laws and regulations;
4. Grantee has substantially complied with the material terms of the current Franchise under applicable laws; and
5. The Franchise granted to Grantee is nonexclusive.

#### SECTION 1. Definition of Terms

**1.1. Terms.** For the purpose of this Franchise, the following terms, phrases, words and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. Terms not defined herein shall have the same meaning as in the Cable Act.

A. "Affiliate" when used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

B. "Basic Cable Service" or "Basic Service" is the lowest priced tier of service that includes the retransmission of local broadcast television signals.

C. "Cable Act" collectively means the Cable Communications Policy Act of 1984 and the Cable Television Consumer Protection and Competition Act of 1992, as amended by the Telecommunications Act of 1996, and as it may be further amended from time to time.

D. Cable Operator: Any Person or groups of Persons, including Grantee, who provide(s) Cable Service over a Cable System and directly or through one or more Affiliates owns a significant interest in such Cable System or who otherwise control(s) or is (are) responsible for, through any arrangement, the management and operation of such a Cable System.

E. "Cable System" shall have the same meaning as the term cable system in the Cable Act, except that when used in reference to Grantee, it means Grantee's cable system or any part thereof.

F. "Cable Service" or "Cable Services" shall be defined herein as it is defined under Section 602 of the Cable Act, 47 U.S.C. § 522(6), as amended.

G. "Construct, Maintain and Operate" and similar formulations shall be interpreted broadly and shall include, but not be limited to, the construction, removal, relocation, repair, maintenance and upgrade of the Grantee's Cable System, including facilities and equipment on customer premises.

H. "FCC" means Federal Communications Commission, or successor governmental entity.

I. "Franchise" means the authorization to construct and operate a Cable System to provide Cable Service granted by this ordinance.

J. "Grantee" means Bresnan Communications, LLC, or its lawful successor, transferee or assignee.

K. "Gross Revenues" means any and all revenue as determined in accordance with generally accepted accounting principles ("GAAP"), in whatever form, from any source, derived from the operation of the Cable System to provide Cable Services by the Grantee or an Affiliate of the Grantee that would constitute a Cable Operator of the Cable System under the Cable Act. Gross Revenues include, by way of example and not limitation, Basic, expanded Basic and pay service revenues, revenues from installation, rental of converters, DVR services, fees for high-definition services, activation fees, the applicable percentage of advertising sales, late charges and other fees levied upon Subscribers, or itemized on a bill, except as provided herein. Gross revenues will also include commissions or fees paid to an Affiliate advertising agency.

Gross Revenues do not include franchise fees, FCC User Fees or any generally applicable fees or taxes which are imposed on any Subscriber by any governmental unit or agency, and which are collected by the Grantee on behalf of a governmental unit or agency. Gross Revenues do not include bad debt recorded as revenues on the books of Grantee; provided, that if revenue previously representing as bad debt is collected, this revenue shall be included in Gross Revenues for the period in which it is collected.

L. "Normal Business Hours" means hours during which most similar businesses in the community are open to serve Subscribers.

M. "Normal Operating Conditions" means service conditions in the Service Area which are within the control of the Grantee or its Affiliates. Conditions which are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Conditions which are within the control of the Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.

N. "Person" means an individual, partnership, association, joint stock company, trust, corporation or governmental entity.

O. "Public Way" means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, dedicated public utility easements, or other easement held by the Town in the Service Area as shall, within its proper use and meaning, entitle the Town to permit, and the Grantee to install and operate, the Grantee's Cable System.

P. "Service Area" means the present municipal boundaries of the Town, and includes any additions thereto by annexation or other legal means.

Q. "Service Interruption" means the loss of picture or sound on one or more channels.

R. "Subscriber" means a person who lawfully receives services of the Cable System.

S. "Town" means the Town of Jackson, Wyoming or its lawful successor, transferee or assignee.

T. "Transfer" refers to a sale, transfer or assignment of the Franchise or Cable System in the Town, or a change of control, or working control of the Grantee.

**SECTION 2.****Grant of Franchise; Minimum Conditions Exercise of Rights**

**2.1. Grant.** The Town hereby grants to the Grantee a non-exclusive Franchise to operate a Cable System to provide Cable Service in the Town, and to use the streets and Public Ways to install, construct, repair, reconstruct, maintain in, on, over, under, upon, across and along any street or highway, such poles, wires, cable, conductors, ducts, conduit, vaults, manholes, amplifiers, appliances, attachments, and other property now in existence and as may be necessary and appurtenant to said Cable System for that purpose, subject to the terms and conditions of this agreement, and applicable law.

A. This Franchise is a contract. While the Town may not unilaterally alter the express contractual rights and obligations of Grantee granted hereunder except as permitted by state or federal law, an otherwise lawful exercise of the Town's generally applicable police power under Wyoming law necessary to ensure the safety, health, and welfare of the public shall not be treated as an alteration of those rights or obligations. In the event of a conflict between a provision of this Franchise and a provision of Town police power reflected in generally applicable local ordinances, rules, and regulations, local law shall be controlling, provided, however, such local law has not been preempted by any federal or state laws, rules, regulations or orders. Grantee reserves the right to challenge the provisions of any ordinance which it believes conflicts with its contractual rights, or is preempted by applicable law, either now or in the future.

B. This Franchise grant is for Cable Services only. This Franchise shall not be interpreted to prevent the Town from imposing additional lawful conditions, including additional compensation conditions for use of the Public Way, if the Grantee provides service other than Cable Service. However, this Franchise shall not be read as a concession by Grantee that it needs authority to provide services or to pay compensation for services other than Cable Services in the Town.

C. The Grantee is responsible for ensuring that any person that performs work related to the construction, management or operation of the Cable System, including but not limited to contractors and subcontractors, does so in full conformity with the terms and conditions of Town regulations as stated in the Municipal Code and applicable law, and is responsible for their acts and omissions as if the activity had been directly performed by it. Grantee shall maintain control over any documents related to the construction, management and operation of the Cable System so that it may provide documents and respond to questions from the Town related to the same as provided for in this Franchise.

D. This Franchise shall not include or be a substitute for:

(1) Any generally applicable permit or authorization required for the privilege of transacting and carrying on a business within the Town that may be required by the ordinances and laws of the Town;

(2) Any permit, agreement, bond or authorization required by the Town for Public Way users in connection with operations on or in Public Way or public property including, by way of example and not limitation, street cut or construction permits; or

(3) Any permits or agreements for occupying any other property of the Town or private entities to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

E. Unless otherwise expressly provided in this Franchise, all acts that the Grantee is required to perform under this Franchise must be performed at its own expense subject to applicable law.

**2.2. Term.** This Franchise shall be for a term of ten (10) years commencing on the effective date of the Franchise as set forth in Section 8.6 below. The rights, privileges and authority granted hereunder shall take effect once accepted, and shall terminate on April 21, 2025, unless terminated as provided in Section 7.

**2.3. Effect of Acceptance.** The Franchise becomes effective upon its unconditional acceptance by the Grantee, in a form acceptable to the Town Attorney. By accepting the Franchise, the Grantee:

A. Acknowledges and accepts the Town's legal right to issue and enforce the Franchise;

B. Accepts and agrees to comply with each provision of this Franchise consistent with applicable law; and

C. Agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law.

**2.4. Minimum Conditions on Cable System Construction, Maintenance and Operation.** Without limiting the powers of the Town under Section 2.1, Grantee's use of the Public Ways shall be subject to the following minimum conditions.

A. Subject to the Town's supervision and control, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Public Way within the Town such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Cable System to provide Cable Services within the Town.

B. Grantee must follow the Town's competitively neutral and non-discriminatory requirements set forth in its Municipal Code for placement of Cable System facilities in the Public Way, including the specific location of facilities in the Public Way. Within limits reasonably related to the Town's role in protecting public health, safety and welfare, the Town may require that Cable System facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to a particular Public Way; may deny access if Grantee is not willing to comply or fails to timely comply with the Town's requirements; and may remove, or require removal of, any facility that is not installed in compliance with the requirements established by the Town, or which is installed without prior Town approval of the time, place or manner of installation, and charge Grantee for all the costs associated with removal.

C. Town may require Grantee to reasonably cooperate with others to minimize adverse impacts on the Public Way through joint trenching and other arrangements.

D. Prior to doing any work in the Public Way or other public property, Grantee shall apply for, and obtain, appropriate permits from the Town as required by the Town's Municipal Code, provided such requirements are competitively neutral and non-discriminatory. As part of the permitting process, the Town may impose any conditions and regulations as are necessary for the purpose of protecting any structures in such Public Way, proper restoration of Public Way and structures, the protection of the public, and the continuity of pedestrian or vehicular traffic. Conditions may also include the provision of a construction schedule and maps showing the location of the facilities to be installed in the Public Way. Grantee shall pay all generally applicable fees for the requisite Town permits received by the Grantee.

E. Grantee shall comply with all federal, state and local safety requirements, rules, regulations, laws and employ all necessary devices as required by applicable law during construction, maintenance and operation of its Cable System. By way of illustration and not limitation, Grantee shall comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration Standards. Grantee shall comply with all generally applicable Town construction codes, including, without limitation, the Uniform Building Code and other building codes, the Uniform Fire Code, the Uniform Mechanical Code, the Electronic Industries Association Standard for Physical Location and Protection of Below-Ground Fiber Optic Cable Plant, and zoning codes and regulations. Construction, installation and maintenance of the Cable System must be performed in an orderly and workmanlike manner. The Cable System shall not unreasonably endanger or interfere with the safety of persons or property.

F. Antenna supporting structures or towers shall be designed for the proper loading as specified by the Electronics Industries Association (EIA). Antenna supporting structures or towers shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable federal, state, and local codes or regulations.

G. Work in the Public Way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the Town, or with any other pipes, wires, conduits, pedestals, structures, or other facilities that may have been laid in the Public Way by, or under, the Town's authority. The



Grantee's Cable System shall be located, erected and maintained so as not to endanger or interfere with the lives of persons, or to interfere with new improvements the Town may deem proper to make or to unnecessarily hinder or obstruct the free use of the Public Way or other public property.

H. If during the course of the Grantee's construction, operation or maintenance of the Cable System there occurs a disturbance of any Public Way, public or private property by the Grantee, it shall, at its expense, replace and restore the Public Way, public or private property to the same or better condition than existing immediately prior to such disturbance.

I. Upon its receipt of reasonable advance notice, not to be less than five (5) business days, the Grantee shall, at its own expense, protect, support, temporarily disconnect, relocate in the Public Way, or remove from the Public Way, any property of the Grantee when lawfully required by the Town by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas, water pipes, or any other type of structures or improvements by the Town or governmental body; but, the Grantee shall in all cases have the right to abandon its property, except where the Town directs otherwise. If funds are generally available to users of the Public Way, Grantee shall be entitled to its pro rate share of such funds.

J. The Grantee shall, on the request of any person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of such building, provided: (A) the expense of temporary raising or lowering of wires is paid by the requestor, including, if required by the Grantee, making payment in advance; and (B) the Grantee is given not less than ten (10) business days advance written notice to arrange for temporary wire relocation and no less than one hundred twenty (120) days for a permanent relocation.

K. Notwithstanding the foregoing, whenever, in case of fire or other emergency, it becomes necessary to remove Grantee's Cable System, Town may do so without prior notice.

L. The Grantee may trim trees or other natural growth overhanging any of its Cable System in the Service Area to prevent branches from coming in contact with the Grantee's wires, cables or other equipment. The Grantee shall reasonably compensate the Town for any damages caused in the course of trimming, including but not limited to the cost of tree removal or replacement; or shall, in its sole discretion perform the necessary work itself to redress the damage caused. Work must be performed in a manner satisfactory to the Town (including, for example, with respect to the timing of tree replacement, and the type of tree to be planted).

M. Notices with respect to work performed subject to a permit shall be provided as required by the permit.

### SECTION 3. Standards of Service

**3.1. Technical Standards.** The Grantee shall Construct, Operate and Maintain the System so that it functions in a manner that fully complies with FCC rules in Subpart K of Part 76 of Chapter I of Title 47 of the Code of Federal Regulations as revised or amended from time to time, and with any other applicable standards. The Town shall have the right to observe any tests required by FCC rules upon request. Nothing herein relieves Grantee of any other obligations it may have under applicable law to produce or provide reports to the Town or the public.

**3.2. System Characteristics.** As of the effective date of this Franchise, the Grantee operates a 750 MHz Hybrid Fiber-Coax Cable System. Grantee's Cable System shall, at all times, meet or exceed the system design and performance specifications required by the FCC.

**3.3. Aerial and Underground Construction.**

A. For all new installations, extensions, upgrades and major maintenance to existing systems, the Town will require the Grantee to underground the system as required by its Municipal Code. As such, Grantee shall construct, operate, and maintain its lines underground, but may place other equipment in vaults or on pedestals above ground where permitted in accordance with the Town's normal practices for the affected area.

B. Should the Grantee's service line be the single connection on a utility pole located within a Public Way, upon request of the Town, the Grantee shall within thirty (30) days of the request, underground its System and remove the overhead Cable System from the pole, while maintaining services. Should the relocation of the Cable System not be completed within thirty (30) days of the written request, the Grantee shall pay the Town fifty (\$50) dollars per day, subject to

applicable law, until the Cable System is removed. Provided, however, that Grantee may request an extension of the time to underground and remove its Cable System from the pole, and the Town will not unreasonably refuse to grant the extension where justified by weather conditions, or the amount of work required. The Town agrees to give Grantee reasonable notice and access to the public utilities' facilities at the time they are placed underground for the purposes of facilitating the relocation of aerial facilities to underground locations.

C. A home owner, building owner or developer may require Grantee to place facilities underground from the Public Ways in an area where the facilities could otherwise be maintained aboveground, provided the home owner, building owner or developer is willing to pay the costs therefor. The Town shall use reasonable diligence to provide the Grantee with written notice of the issuance of building or development permits for planned commercial/residential developments within the Service Area requiring undergrounding of cable facilities. The Town agrees to require as a condition of issuing the permit, that the developer give the Grantee access to open trenches for deployment of cable facilities and written notice of the date of availability of trenches. Notice must be received by the Grantee at least ten (10) business days prior to availability. Developer shall be responsible for expense of the digging and backfilling of all trenches.

D. Nothing in this Franchise prevents the Town or residents of the Town from requiring Grantee to participate in the plan for a local improvement district, and to relocate, underground or otherwise move or modify its facilities in accordance with the requirements for the local improvement district subject to applicable law.

### **3.4. Required Extensions of Service.**

A. Grantee will provide service to persons throughout the Town where Grantee currently provides Cable Service. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided. No person shall be refused service arbitrarily.

B. Grantee will extend its system to a point where it can provide service by a drop to a potential Subscriber at no charge to the potential Subscriber whenever (a) the extension required is less than one hundred and twenty five (125) feet; or (b) the extension required to provide service passes an average of thirty-two (32) homes per mile. However, if an area does not meet the density requirements of this Section, the Grantee shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Cable System. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any standard/non-standard installation charges to extend the Cable System from the tap to the residence. Persons requesting service shall be charged standard drop charges where the distance from the entry point to the structure to which service is to be provided to the nearest right of way or utility easement served by Grantee is one hundred and twenty-five (125) feet or less. Grantee may charge for non-standard installations associated with providing a longer drop.

**3.5. Service to Public Buildings.** The Grantee shall provide Basic Cable Service to a single drop, with one converter (if necessary) to one (1) outlet free of charge at each accredited elementary and secondary school building and public library building that currently receives complimentary Cable Service as of the effective date of this Franchise, on the school's or library's request, on a voluntary basis for as long as Grantee participates in the industry supported Cable in the Classroom program.

**3.6. Annexation.** The Town shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its Affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days 'written notice from the Town, subject to the conditions set forth below. The Town shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Town franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Town if the Town has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 8.3 with a copy to the Director of Government Relations. In any audit of franchise fees due under this Franchise, Grantee

shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

### **3.7. Emergency Use.**

A. At all times during the term of this Franchise, Grantee shall provide and maintain an Emergency Alert System (EAS) consistent with applicable federal and state law and regulations including 47 C.F.R., Part 11, and any Wyoming State Emergency Alert System requirements. The Town and Teton County Emergency Management have joint emergency management facilities and personnel. Grantee shall provide and maintain the facilities and equipment at its headend required to permit the Town or Teton County Emergency Management to transmit emergency alerts from a point designated by the Town or Teton County Emergency Management. Grantee shall periodically test the emergency alert system to ensure it is reliable.

B. Grantee shall provide Town and Teton County Emergency Management with the name, title, email address, and 24/7 contact phone number for at least one employee who has intimate knowledge of the EAS and has the ability to resolve problems on the EAS system. Grantee shall update this information as necessary to ensure that a contact person may be reached.

C. Town shall provide Grantee with the name, address, telephone number and email address of a person who Grantee may contact with questions or issues concerning local EAS policies and procedures. As of the date of this Franchise, that person is:

Rich Ochs, Coordinator  
Teton County Emergency Management  
[www.tetonwyo.org/em](http://www.tetonwyo.org/em)  
307-732-8595  
3240 S. Adams Canyon Dr.  
Jackson, WY 83001

Town shall update this information as necessary to ensure that a knowledgeable contact person may be reached.

D. The Town shall permit only appropriately trained and authorized persons to operate the EAS equipment and take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use, or any loss or damage to the Cable System. If permitted by state law, the Town agrees to hold the Grantee, its employees, officers and assigns harmless from any claims arising out of the use by the Teton County Emergency Management Coordinator or other Town employees or agents of the Cable System for transmission of emergency alerts, including, but not limited to, reasonable attorneys' fees and costs.

### **3.8. Customer Service Standards.**

- (1) The Grantee shall at all times meet the following minimum standards, and customer service standards for Cable Service as may be established by federal, state and local law.
- (2) Cable System office hours and telephone availability.
  1. The Grantee will maintain a local, toll-free or collect call telephone access line which will be available to Subscribers twenty-four (24) hours a day, seven (7) days a week.
    - a. Trained representatives of the Grantee will be available to respond to Subscriber telephone inquiries during Normal Business Hours.
    - b. After Normal Business Hours, an access line will be available to be answered by a service or an automated response system, including a phone answering system. Inquiries received after Normal Business Hours must be responded to by a trained representative of the Grantee on the next business day.
  2. Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, will not

exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time will not exceed thirty (30) seconds. These standards will be met no less than ninety (90%) percent of the time under Normal Operating Conditions, as measured by the Grantee on a quarterly basis. The Grantee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards in this paragraph unless an historical record of complaints indicates a clear failure to comply with these standards.

3. Under Normal Operating Conditions, the Subscriber will receive a busy signal less than three (3) percent of the time.
- (3) Installations, outages and service calls. Under Normal Operating Conditions, each of the following four standards will be met no less than ninety-five (95%) percent of the time, as measured by the Grantee on a quarterly basis:
1. Standard installations will be performed within seven (7) business days after an order has been placed. Standard installations are those that are located up to one hundred and twenty-five (125) feet from the existing distribution system.
  2. Excluding conditions beyond its control, the Grantee will begin working on Service Interruptions promptly and in no event later than twenty-four (24) hours after the interruption becomes known. The Grantee will begin actions to correct other service problems the next business day after notification of the service problem.
  3. The Grantee will provide "appointment window" alternatives for installations, service calls and other installation activities, which will be either a specific time, or at maximum, a four (4) hour time block during Normal Business Hours.
  4. The Grantee shall not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment.
  5. If a representative of the Grantee is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Subscriber will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the Subscriber.
- (4) Communications between the Grantee and Subscribers.
1. Notifications to Subscribers:
    - a. The Grantee shall provide written information on each of the following areas at the time of installation of service, at least annually to all Subscribers, and at any time upon request:
      - i. Products and services offered;
      - ii. Prices and options for services and conditions of subscription to programming and other services;
      - iii. Installation and service maintenance policies;
      - iv. Instructions on how to use the service;
      - v. Channel positions of programming carried on the Cable System; and

- vi. Billing and complaint procedures, including the address and telephone number of the local Town's cable office.
  - b. Subscribers will be notified of any changes in rates, programming services or channel positions as soon as possible through announcements on the Cable System and in writing. Notice will be given to Subscribers a minimum of thirty (30) days in advance if the change is within the control of the Grantee. In addition, the Grantee shall notify Subscribers thirty (30) days in advance of any significant changes in the other information required by the preceding paragraph.
2. Billing:
- a. Bills will be clear, concise and understandable. Bills will be fully itemized, with itemizations including, but not limited to, Basic and premium service charges and equipment charges. Bills will also clearly describe all activity during the billing period, including optional charges, rebates and credits.
  - b. In case of a billing dispute, the Grantee will respond to a written complaint from a Subscriber within thirty days from receipt of the complaint.
  - c. Refund checks will be issued promptly, but no later than either (a) the Subscriber's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or (b) the return of the equipment supplied by the Grantee if service is terminated.
  - d. Credits for service will be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted.
- (5) During the first two years of this franchise, Grantee shall meet with the Town every six (6) months, or quarterly upon request, to discuss compliance with the customer service requirements set forth in this section.

### **3.9. Educational and Government ("EG") Access Channels.**

A. The Grantee agrees that it will carry the Town Council meetings on its existing local origination channel until such time as the Town has determined that it would like Grantee to make available one (1) downstream channel to be used for educational and governmental (EG) non-commercial use. The Grantee and the Town will meet from time to time to discuss the Town's plans to program the EG access channel. Once the Town has passed a resolution requesting that Grantee begin providing the EG access channel and has provided a letter to Grantee identifying those entities or persons who will be responsible for providing access programming, Grantee shall make the EG access channel available within one hundred twenty (120) days.

B. The EG channel shall be placed on the lowest tier of service available to Subscribers. There shall be no charge from Grantee for use of the EG channels, and no additional charges to any Subscriber to view the EG channels. The Grantee and the Town shall cooperate to ensure that the quality of the EG Channels meets FCC technical standards, including those applicable to the carriage of EG Channels; provided however, that the Grantee is not responsible for the production quality of EG programming.

## **SECTION 4.**

### **Compensation; Regulation by the Town**

**4.1. Franchise Fee.** As compensation for the benefits and privileges granted under this Franchise and in consideration of permission to use the Town's Public Way to provide Cable Service, the Grantee shall pay as a franchise fee to the Town, throughout the duration of this

Franchise, an amount equal to five percent (5%) of Grantee's Gross Revenues. Accrual of the franchise fee shall commence as of the effective date of this Franchise.

**4.2. Payments.** The Grantee's franchise fee payments to the Town shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than sixty (60) days after said dates.

**4.3. Acceptance of Payment and Recomputation.** No acceptance of any payment shall be construed as an accord by the Town that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the Town may have for further or additional sums payable or for the performance of any other obligation of Grantee.

**4.4. Quarterly Franchise Fee Reports.** Each payment shall be accompanied by a written report to the Town, verified by an authorized representative of the Grantee, containing an accurate statement in summarized form, as well as in detail, of the Grantee's Gross Revenues and the computation of the payment amount. Such reports shall detail all Gross Revenues of the Cable System and be prepared in accordance with GAAP.

**4.5. Annual Franchise Fee Reports.** Grantee shall, upon request, within sixty (60) days after the end of each year, furnish to the Town a statement of the total amount of Gross Revenues for the year and all payments, deductions and computations for the period. The statement shall be audited by a certified public accountant, who may also be an officer of Grantee, prior to submission to the Town.

**4.7 Audits.** On an annual basis, upon thirty (30) days prior written notice, the Town, including the Town's auditor or his/her authorized representative, shall have the right to conduct an independent audit of the Grantee's records reasonably related to the administration or enforcement of this Franchise in accordance with GAAP. If the audit shows that franchise fee payments have been underpaid by five percent (5%) or more, Grantee shall, subject to applicable law, pay the reasonable costs of the audit, such cost not to exceed two thousand (\$2000) dollars for the audit period. The Town's right to audit and the Grantee's obligation to retain records related to a franchise fee audit shall expire three (3) years after each franchise fee payment has been made to the Town.

**4.8 Late Payments.** In the event any payment due quarterly is not received within sixty (60) days from the end of the calendar quarter, the Grantee shall pay interest on the amount due, at the prime rate as listed in the Wall Street Journal on the date the payment was due, calculated from the date the payment was originally due until the date the Town receives the payment.

**4.9 Tax Liability.** The franchise fees shall be in addition to any and all taxes or other levies or assessments which are now or will be required to be paid by businesses by any law of the Town, the State or the United States including, without limitation, sales, use or other taxes, business license fees or other payments. Payment of the franchise fees under this Franchise will not exempt the Grantee from the payment of any other license fee, permit fee, tax or charge on the business, occupation, property or income of the Grantee that may be lawfully imposed by the Town. Such other license fee, tax, levy, assessment or charge shall be of general applicability in nature and shall not be levied against Grantee solely because of its status as a Cable Operator, or against Subscribers, solely because of their status as such.

**4.10 Financial Records.** The Grantee agrees to meet with a representative of the Town upon request to review the Grantee's methodology of record-keeping, financial reporting, the computing of franchise fee obligations and other procedures, the understanding of which the Town deems necessary for reviewing reports and records.

**4.11 Payment on Termination.** If this Franchise terminates for any reason, the Grantee shall file with the Town, within ninety (90) calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year.

**4.12 Rates and Charges.** The Town may regulate Grantee's rates and charges and order refunds to the extent permitted under applicable law.

**4.13 Renewal of Franchise.**

A. The Town and the Grantee agree that renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, unless

the procedures and substantive protections have been preempted and superseded by the provisions of any subsequent provision of federal, state or local law.

B. In addition to the procedures set forth in the Cable Act at 47 U.S.C. § 546(a) (assuming those procedures apply), the Town agrees to notify the Grantee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of the Grantee under the current Franchise term. The Town further agrees that final assessments shall be provided to the Grantee promptly upon completion of the proceeding contemplated by 47 U.S.C. § 546(a) so that the Grantee has adequate time to submit a proposal under Section 626(b) of the Cable Act and complete renewal of the Franchise prior to expiration of its term. Notwithstanding anything to the contrary set forth in this section, the Grantee and the Town agree that at any time during the term of the current Franchise, while affording the public appropriate notice and opportunity to comment, the Town and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the current Franchise and the Town may grant a renewal. The Grantee and the Town consider the terms set forth in this section to be consistent with the express provisions of Section 626 of the Cable Act.

**4.14 Conditions of Sale.** The Grantee and the Town agree that in the case of a final determination of a lawful revocation of the Franchise, at the Grantee's request, which shall be made in its sole discretion, the Grantee shall be given a reasonable opportunity to effectuate a transfer of its Cable System to a qualified third party. The Town further agrees that during such a period of time, it shall authorize the Grantee to continue to operate pursuant to the terms of its existing Franchise; however, in no event shall such authorization exceed a period of time greater than six months from the effective date of such revocation. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the Town, or the transferee or assignee is unwilling to enter into a franchise acceptable to the Town may avail itself of any rights it may have pursuant to federal, state or local law; it being further agreed that the Grantee's continued operation of its Cable System during the six month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Town or the Grantee.

**4.15 Transfer of Franchise.**

A. No Transfer may occur without the prior written consent of the Town, such consent not to be unreasonably withheld or denied. No consent shall be required for a Transfer to an entity that is controlling, controlled by or under common control with the Grantee, to a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title or interest of the Grantee in the Cable System in order to secure indebtedness, provided that such instruments do not permit any entity to operate the Cable System without first obtaining a franchise from the Town.

B. An applicant seeking approval of a Transfer must file an application with the Town that contains such information as required by federal laws and regulations, including the legal, financial and technical qualifications of the applicant to own the Cable System in the Town. The entities involved in the transaction which will result in the Transfer must promptly respond to requests for information in accordance with federal law.

C. An application will not be approved unless the entity that will be the Grantee after the Transfer is willing to unconditionally accept all the lawful terms and conditions of the Franchise.

D. If the Town has not taken action on the Grantee's request for Transfer within one hundred and twenty (120) days after receiving such request, consent shall be deemed given by the Town unless the Grantee, Town and the applicant for the Transfer agree otherwise. If a Transfer proceeds without the consent of the Town, the Town may determine that such failure to obtain consent is a material breach of this Franchise.

**SECTION 5.**  
**Books and Records**

**5.1. Generally.** The Grantee agrees that the Town, upon reasonable notice to the Grantee, may review books and records at the Grantee's business office in the Town, during Normal Business Hours and on a non-disruptive basis, to ensure compliance with the terms of this Franchise or applicable law. Notice shall specifically reference the section of the Franchise which is under review, so that the Grantee may collect and organize the necessary books and records for easy access by the Town. Records include, but are not limited to, any public records required to be kept by the Grantee pursuant to the rules and regulations of the FCC. Notwithstanding anything to the contrary set forth in this Franchise, Grantee shall not be required to disclose information which it



reasonably deems to be proprietary or confidential in nature. The Town, or any person acting on the Town's behalf, will treat information that is a confidential business record within the meaning of Wyoming law, and clearly marked as such, as confidential to the extent permitted under Wyoming law. Grantee will exercise due care in marking only information that is confidential as confidential. The Town will only disclose confidential information to employees, representatives, and agents that have a need to know, in order to enforce the provisions of this Franchise. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act.

## **SECTION 6.**

### **Insurance and Indemnification**

**6.1. Insurance Requirements.** The Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Commercial General Liability Insurance in the amount of \$1,000,000 combined single limit for bodily injury, and property damage. The Grantee shall provide a Certificate of Insurance designating the Town as an additional insured. Such insurance shall be non-cancellable except upon thirty (30) days prior written notice to the Town.

**6.2. Indemnification.** The Grantee agrees to indemnify, save and hold harmless, and defend the Town, its officers, boards and employees, from and against any liability for damages and for any liability or claims (including accidental death), which arise out of the Grantee's construction, operation or maintenance of its Cable System, including, but not limited to, reasonable attorneys' fees and costs, provided that the Town shall give the Grantee written notice of its obligation to indemnify the Town within ten (10) days of receipt of a claim or action pursuant to this section. If a claim arises, the Town shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Town shall cooperate fully herein. If the Town determined in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Town. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Town for any damages, liability or claims resulting from the willful misconduct or negligence of the Town or for the Town's use of the Cable System including, but not limited to, for EAS or use of the Cable System by the Town for the education and access channel provided under Section 3.9 of this Franchise.

## **SECTION 7.**

### **Enforcement and Termination of Franchise**

**7.1. Notice of Violation.** In the event the Town believes that the Grantee has not complied with the terms of the Franchise, it shall notify the Grantee in writing of the nature of the alleged noncompliance.

**7.2. Remedies Cumulative.** The remedies specified in this section may be used in combination or individually, and are in addition to remedies available to Town or Grantee under law and equity. Nothing in this section prevents either party from seeking appropriate relief from a court or agency of competent jurisdiction.

**7.3. The Grantee's Right to Cure or Respond.** The Grantee has thirty (30) days from receipt of the notice described in Section 7.1:

- A. To respond to the Town, contesting the assertion of noncompliance and describing in detail the basis for that contention;
- B. To cure such default, and to provide proof of the cure to the Town; or
- C. In the event that default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default as expediently as possible and notify the Town of the steps being taken and the projected date that the default will be cured.

**7.4. Public Hearing and Enforcement.**

- A. If within thirty (30) days Grantee fails to respond to the notice of violation described in Section 7.1, pursuant to the procedures set forth in Section 7.3, or if the alleged default is not remedied within the thirty (30) day period or the date projected under Section 7.3(C), the Town may schedule a public hearing to investigate the default. The public hearing shall be held at the next regularly scheduled meeting of the Town, which is scheduled at a time which is not less than five (5) business days. The Town shall notify the Grantee in writing of the time and place of such hearing, specifically identify the issues to be considered at the hearing, and provide the Grantee with an opportunity to be heard.



B. Subject to applicable federal, state and local law, if the Town, after such meeting determines that the Grantee is in default of any provision of the Franchise, the Town may:

(1) Seek specific performance of any provision, which reasonable lends itself to that remedy as an alternative to damages;

(2) Commence an action at law for monetary damages or seek other equitable relief; or

(3) In the case of a substantial default of a material provision of the Franchise, declare that this Franchise shall be revoked pursuant to Section 7.5.

C. This provision shall not be read to prevent the Town from scheduling other hearings, or conducting additional investigations, or resolving disputes through negotiations, or permitting Grantee additional time to cure defects or to respond to notices. Without limiting any other provision of this Franchise, the Town may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Town's rights under the Franchise in lieu of revocation of the Franchise.

#### **7.5. Revocation.**

A. If the Town seeks to revoke the Franchise after following the procedures set forth in Sections 7.1 - 7.4 above, the Town shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee has ninety (90) days from the notice to object in writing and to state its reasons for the objection. If the Town has not received a satisfactory response from the Grantee, it may seek termination of the Franchise at a public meeting. The Town shall cause to be served upon the Grantee, at least ten (10) days prior to a public meeting, a written notice specifying the time and place of the meeting and stating its intent to request the termination.

B. At the designated meeting, the Town shall give the Grantee an opportunity to state its position on the matter, after which it shall determine whether or not the Franchise shall be revoked. The Grantee may appeal such determination to an appropriate court, which has the power to review the decision of the Town as provided by law.

7.6. Any decision of the Town under this Section 7 shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Town *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

7.7. Notwithstanding the above provisions, the Grantee does not waive any of its rights under applicable law or regulation.

7.8. **Force Majeure.** The Grantee shall not be deemed in default of provisions of its Franchise where performance was rendered impossible by war or riots, civil disturbances, floods or other natural catastrophes beyond the Grantee's control or the unforeseeable unavailability of labor or materials. This provision includes, but is not limited to, severe or unusual weather conditions, fire, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached.

7.9. **Technical Violations.** The parties agree that it is not the Town's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breaches or violations of the Franchise or local cable ordinance, where a violation or a breach by the Grantee of the Franchise or local cable ordinance was good faith error that was promptly corrected and resulted in no or minimal uncured negative impact on the Town or customers within the Service Area.

7.10. **False Statements.** Any false or misleading statement or representation in any report required by this Franchise, not including clerical errors or errors made in good faith, may be deemed a material breach of this Franchise and may subject the Grantee to all remedies, legal or equitable, which are available to the Town under this Franchise and applicable law.

**SECTION 8.**  
**Miscellaneous Provisions**

**8.1. Actions of Parties.** In any action, by the Town or the Grantee that is mandated or permitted under the terms of this Franchise, the party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, approval or consent shall not be unreasonably withheld.

**8.2. Equal Protection.** If any other provider of Cable Services or video services is lawfully authorized by the Town or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the Town Public Way, the Town shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Town fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Town be deemed expired thirty (30) days after written notice to the Town. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

**8.3. Notice.** Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Town or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party five (5) business days after having been posted in a properly sealed and correctly addressed envelope when hand delivered or sent by certified or registered mail, postage prepaid.

The notices or responses to the Town shall be addressed as follows:

Town of Jackson  
PO Box 1687  
Jackson, WY 83001  
ATTN: Town Administrator  
[ADD EMAIL]

The notices or responses to the Grantee shall be addressed as follows:

Bresnan Communications, LLC  
PO Box 2650  
Jackson, WY 83001

with a copy to:

Charter Communications  
Attn: Vice President of Government Affairs  
12405 Powerscourt Drive  
St. Louis, MO 63131

The Town and the Grantee may designate another address or addresses from time to time by giving notice to the other.

**8.4. Descriptive Headings.** The captions to sections are intended solely to facilitate the reading. They shall not affect the meaning or interpretation of the text herein.

**8.5. Entire Agreement.** This Franchise constitutes the entire agreement between the Grantee and the Town.

**8.6. Effective Date.** The effective date of this Franchise is April 22, 2015, pursuant to the provisions of applicable law. This Franchise shall expire on April 21, 2025, unless extended by the mutual agreement of the parties.

**8.7. Severability.** If any section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise, or any renewal or renewals thereof.

**8.8. Governing Law.** This Franchise shall be governed and construed in accordance with the statutes and laws of federal law and the State of Wyoming.

**8.9. Venue.** In the event that suit shall be brought by either Party, the Parties agree that venue shall be exclusively vested in the state courts of the County of Teton, or, where otherwise appropriate, exclusively in the United States District Court for Wyoming.

**8.10. Sovereign Immunity.** The Town does not waive its sovereign immunity by entering into this Franchise, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Franchise.

IN WITNESS WHEREOF, the parties hereto have entered into this Franchise Agreement on June 26, 2015

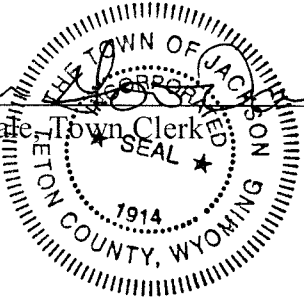
Town of Jackson, Wyoming

Signature: [Signature]

Name/Title: Sara Flitner, Mayor

ATTEST:

[Signature]  
Olivia Goodale, Town Clerk



Bresnan Communications, LLC I/k/a Charter Communications

Signature: [Signature]

Name/Title: VP GOVERNMENT AFFAIRS

#### ATTESTATION OF TOWN CLERK

STATE OF WYOMING

COUNTY OF TETON )ss.

TOWN OF JACKSON

PASSED 1ST READING THE 16<sup>TH</sup> DAY OF MARCH, 2015.

PASSED 2ND READING THE 13<sup>TH</sup> DAY OF APRIL, 2015.

PASSED AND APPROVED THE 20<sup>TH</sup> DAY OF APRIL, 2015.

I hereby certify that the foregoing Ordinance 1087 was duly published in the Jackson Hole News & Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming on the 22<sup>nd</sup> day of April, 2015.

I further certify that the foregoing Ordinance was duly recorded on page 173 of Book 7 of Ordinances of the Town of Jackson, Wyoming.

[Signature]  
Olivia Goodale, Town Clerk

**From:** Steve Walsh  
**To:** [Bob Lenz](#)  
**Subject:** Spectrum NBC issue  
**Date:** Sunday, February 18, 2018 7:02:45 PM

---

Dear Bob

I understand that the town council will be discussing the issue between Spectrum and Northwest regarding NBC. My personal feeling is that instead of taking sides since in all probability they are both at fault in this matter we should look for a better solution. I am extremely disappointed that I am missing the olympics and probably some of my favorite shows after the olympics are over.

I feel that the residents of Teton county would be better served if the council could explore asking the FCC if it could allow Spectrum to drop NBC in Idaho for an NBC affiliate in Wyoming. This would be a great opportunity for us to finally have access to Wyoming news instead of just Idaho. I understand that Spectrum could make this change quickly if the FCC allowed it.

Steve Walsh  
stevewalsh1969@yahoo.com  
733-7912 or 699-4728

Sent from my iPad

**From:** Bomber Bryan  
**To:** [County Commissioners](#); [Town Council](#)  
**Cc:** [Tyler Sinclair](#); [Audrey Cohen-Davis](#)  
**Subject:** FW: KPVI - Jackson WY  
**Date:** Monday, February 12, 2018 7:09:03 AM  
**Attachments:** [Yuma News Article - Charter.pdf](#)

---

Greetings Electeds,

See below and attached.

I'm forwarding to you as this has become quite an issue for some in JH, and I wanted to give you a heads up to get more educated in the event you're contacted by the press.

Jason Wolff is a friend who asked me to reach out to you and others to help provide some more clarity around the valley.

Thank you, and kind regards,

Bomber

### **T. Bomber Bryan**

Associate Broker, GRI

Jackson Hole Real Estate Associates, LLC  
*Exclusive Affiliate of Christie's International Real Estate*  
80 W. Broadway | P.O. Box 4897 | Jackson, WY 83001  
- - - - -

**Cell: (307) 690-2295**

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**From:** Jason Wolff [mailto:jason\_r\_wolff@hotmail.com]  
**Sent:** Friday, February 09, 2018 8:05 AM  
**To:** Bomber Bryan <bomberbryan@jhrea.com>  
**Subject:** KPVI - Jackson WY

Bomber –

Thanks for talking. As I mentioned, my partner, Brian Brady, is the CEO of Northwest Broadcasting, the parent company of KPVI-TV, the NBC affiliate serving Jackson WY market. We are doing our best to get the issue with Charter resolved so NBC can be back for subscribers but Charter doesn't seem interested in cooperating.

Brian would be more than happy to someone in City government or at the County level (or both). So please feel free to forward this email to the appropriate persons.

Brian can be reached at the office, (517) 347-4141, or on his cell, (517) 881-7315. Brian is very accessible – he's taking calls from viewers all day – but if someone from Jackson/Teton government has a tough time getting through they can also try texting him.

I'm attaching an article about action the City Attorney has taken in Yuma, AZ, where Charter has also dropped our stations. Also I'm including a link to a blog that Brian wrote for KPVI viewers on the station website:

[https://www.kpvi.com/news/breaking/update-charter-cable-viewers-notice/article\\_c4aa21be-0927-11e8-a541-c73289f2dd5f.html](https://www.kpvi.com/news/breaking/update-charter-cable-viewers-notice/article_c4aa21be-0927-11e8-a541-c73289f2dd5f.html)

I know it's a bit of a cliché to say that cable companies don't care about their subscribers. But anything that local government can do to remind Charter of its obligations may give them a sense of urgency.

Thanks for your help with this. Any questions or issues please let me know.

JRW

-----

Jason R. Wolff  
Frontier Capital Partners LLC

**From:** Joan Anzelmo  
**To:** [Jim Stanford](#)  
**Subject:** Charter/Spectrum lying to us in Jackson  
**Date:** Sunday, February 11, 2018 4:17:51 PM

---

Hi Jim,  
Hope you are well.

I know you and the Council have battled with Charter/Spectrum previously. Seems now is the time to band with the other 11 communities who have had their NBC or other network affiliates owned by Northwest cut off with no notice, days before Super Bowl and the Olympics.

According to this story in OR, Charter/Spectrum pre-meditated cutting off the NBC channels. They bought their propaganda website FairDeal two weeks prior!  
<http://www.mailtribune.com/news/20180209/squabble-leaves-tv-viewers-in-dark>

Letter from Northwest CEO, worthwhile read and verifies Spectrum was required to give 30 day notice which they did not and also customers can insist on a refund.  
<http://www.fox26medford.com/bring-kmvu-back/>

Another thing I wanted to pass along, the message on my TV from Spectrum incorrectly tells subscribers they can watch KPVI (NBC) free with an antennae- not true in this area! And that people can watch the Olympics online or via the NBC Sports App. Again, not true!!!

And get this, I tried to use the NBC online web platform and also the NBC Sports app. to view. Both require you to identify your TV provider and then sign in with your credentials. I did this and the online message stated I was not subscribed to NBC and was denied access. And I presume Charter/Spectrum went to some trouble to make sure all of us with Northwest Broadcasting NBC affiliates could not view online! Really heinous.

The Northwest CEO heads to DC tomorrow to raise this with Members of Congress.

Chartet/Spectrum has been lying to all of us. Hope the Town takes this on as appropriate and as other towns are doing.

Thank you.

Joan Anzelmo

**From:** Jean Reiland  
**To:** [Pete Muldoon](#)  
**Subject:** Fwd: Spectrum negotiation  
**Date:** Monday, February 12, 2018 6:19:39 AM

---

Dear Mr. Muldoon,

I'm forwarding this e-mail from Brian Brady of Northwestern broadcasting. In the e-mail he mentioned asking our town mayor for assistance.

Please do what you can.

Jean Reiland

Begin forwarded message:

**From:** Brian Brady <[brady@northwestbroadcasting.com](mailto:brady@northwestbroadcasting.com)>

**Subject:** RE: Spectrum negotiation

**Date:** February 11, 2018 at 3:50:37 PM MST

**To:** 'Jean Reiland' <[jeaninjackson@me.com](mailto:jeaninjackson@me.com)>

Jean, you have every right to be dissatisfied and angry. There are two sides to every story and for the record, Northwest didn't demand a 75% increase which they've claimed. In fact we didn't demand anything, this was a negotiation until they refused to negotiate and pulled the stations down. They have said things about Northwest, the only thing that's true is that we have been in a number of tough retrans negotiations over the years, we never denied that. However as a small company Northwest has done deals with 20 plus large video providers over the last year. Northwest offered Spectrum the same terms and rates as all of those deals. What makes Spectrum different? They stopped negotiating and pulled the stations down then tried to convince folks like yourself that Northwest did it. That is just not true. We extended another company we were working with 8 times and completed a deal on the same day Spectrum pulled the stations down. We extended another one to the same day and time we offered Spectrum and extended them a third time to avoid disrupting their subscribers. If we did that for others why would we not do it for Spectrum? The fact is we did and they refused it. Doesn't it seem odd to you that if Spectrum wanted to get this resolved as their customer service center says, then they would be communicating with us and we would collectively be working toward a resolution? We have not heard from them since they pulled the stations down. I'm sorry you are in the middle of this, it is the last thing I want. It is difficult to get a deal done when the other side refuses to negotiate. Brian

Below is a recent post on this issue:

First let me apologize again to all the Spectrum customers who have been affected by Spectrum's abrupt termination of any negotiations with Northwest. This should have remained a private issue between two companies without Spectrum using their unsuspecting subscribers as pawns to gain leverage on Northwest. For the record when Northwest offered Spectrum a second extension on February 2nd, their response was, "We are taking your stations down in the next ten minutes"



and they hung up the phone and we have not heard from them since.

While we wait, many of you have missed the Super Bowl, News and other entertainment programming. Their call centers tell people that we are in current negotiations. This is another fabrication in an effort to keep you from cancelling or refusing to give you a refund. Now, their unbridled corporate arrogance, that same arrogance that started all of this, is about to deny many of you the opportunity to watch the Winter Olympics, Daytona 500 and March Madness after that.

Their strategy is to continue calling Northwest names and posting additional stories about our past retrans negotiations to their "northwestfairdeal" web site in an effort to make you think that somehow Northwest is the "bad guy". Truth is they created this disruption because they just don't care about you. We found out yesterday that they purchased the domain name for the "northwestfairdeal" web site on January 18th which happened to be the same time they told Northwest they would not counter Northwest's proposal to them and then disappeared for two weeks. This was a set up and Spectrum's subscribers were just collateral damage.

While many may believe their propaganda, a large majority of you don't. The way they are treating Northwest is the same way they are treating you as customers. Because of their size they don't care about their subscribers or business partners. They are the bully on the block who thinks their subscribers are nothing more than an ATM machine from which they can extract money at a moment's notice or with no notice at all, as I'm learning.

When Tom Rutledge made what appears to be a premeditated decision to take down Northwest's stations he knew or should have known that he was in violation of his own Annual Customer Notification Policy which is filed at the Federal Communications Commission, a copy which is on Spectrum's web site <https://www.spectrum.com/policies/annual-notice.html>. In the section titled, Programming, it states, Spectrum will provides notice to its customers at least thirty (30) days in advance of the deletion of any programming service, channel assignment changes or rate increases. Clearly that's not the case here.

In spite of what Spectrum's customer service people are telling you, you have a right to a refund. While this is not going to bring back the programming you have missed or will want to watch this weekend or beyond you should not be paying for something Spectrum is not delivering to you. Each and every one of you should demand that you get a refund for every day that you are not getting the programming you are paying for.

The City of Yuma, Arizona has put Spectrum on notice that it is seeking damages for every day that Spectrum blacks out local channels and is demanding that Spectrum credits Yuma subscribers for dropping the channels without notice. If you don't get the full refund you deserve, ask the Mayor's office in your town for help, as the Spectrum subscribers did in Yuma. If that doesn't work send an email to the FCC and your Congressman. I am heading to Washington, DC next week armed with your stories of how Spectrum treats you. There are 450,000 homes that are affected. If enough of you speak up, they will listen.

In the meantime continue to email or call Tom Rutledge and express your dissatisfaction with how he is treating you. It is highly unlikely he will take the time to respond but maybe he'll have one of "his people" get back to you. I am sorry that Tom has put you all in the middle of a negotiation that should have remained private and without disruption to you.

[tom.rutledge@chartercom.com](mailto:tom.rutledge@chartercom.com) 203-905-7999

Brian  
Brian Brady  
President and CEO  
Northwest Broadcasting, Inc  
[Brady@northwestbroadcasting.com](mailto:Brady@northwestbroadcasting.com)

-----Original Message-----

From: Jean Reiland [<mailto:jeaninjackson@me.com>]

Sent: Saturday, February 10, 2018 9:26 PM

To: [brady@northwestbroadcasting.com](mailto:brady@northwestbroadcasting.com)

Subject: Spectrum negotiation

Mr. Brady,

You have chosen to pull the only NBC channel in an isolated, remote part of Wyoming, while you negotiate with Spectrum. Denying us the Olympics. How dare you. Antennas don't work in our remote area.

I hope you are enjoying the Olympics. Let us know how they are going. I can't express enough my dissatisfaction and growing anger with your Trumpian business practices. Pulling programming while negotiating is mean spirited.

Again, enjoy the Olympics for us.

Sent from my iPad

**From:** Frank Fanning  
**To:** [Hailey Morton Levinson](#)  
**Subject:** Spectrum  
**Date:** Monday, February 5, 2018 7:42:50 PM

---

Hello Hailey

In the wake of the outrageous and indignant high handed actions of Spectrum in violating their contracts with myself and your other constituents, please advise actions which you may be taking or other appropriate to petitioning for the revocation of Spectrum's broadcasting rights in our area.

Many thanks

Frank Fanning  
constituent

Frank Fanning  
307 200 8746

**From:** lance@bresnan.net  
**To:** [Pete Muldoon](#)  
**Cc:** [Town Council](#); [lance@bresnan.net](mailto:lance@bresnan.net)  
**Subject:** Spectrum and Northwest Broadcasting Negotiations  
**Date:** Tuesday, February 13, 2018 9:07:50 AM

---

Pete and

Can you comment on the ABOMINATION of this situation?

We would like to see what the town is communicating to Spectrum (see below)

Thank you

Lance

----- Forwarded message -----

From: **Brian Brady** <[brady@northwestbroadcasting.com](mailto:brady@northwestbroadcasting.com)>  
Date: Sun, Feb 11, 2018 at 2:19 PM  
Subject: RE: Spectrum and Northwest Broadcasting Negotiations  
To: Lori Z Roux <[lorizroux@gmail.com](mailto:lorizroux@gmail.com)>

this is in response to my previous email that you can view below...

Lori, that is the best analogy I've heard and frankly I agree with it. Northwest didn't demand a 75% increase which they've claimed. In fact we didn't demand anything, this was a negotiation until they refused to negotiate and pulled the stations down. They have said things about Northwest, the only thing that's true is that we have been in a number of tough retrans negotiations over the years, we never denied that. However as a small company Northwest has done deals with 20 plus large video providers over the last year. Northwest offered Spectrum the same terms and rates as all of those deals. What makes Spectrum different? They stopped negotiating and pulled the stations down then tried to convince folks like yourself that Northwest did it. That is just not true. We extended another company we were working with 8 times and completed a deal on the same day Spectrum pulled the stations down. We extended another one to the same day and time we offered Spectrum and extended them a third time to avoid disrupting their subscribers. If we did that for others why would we not do it for Spectrum? The fact is we did and they refused it. Doesn't it seem odd to you that if Spectrum wanted to get this resolved as their customer service center says, then they would be communicating with us and we would collectively be working toward a resolution? We have not heard from them since they pulled the stations down. I'm sorry you are in the middle of this, it is the last thing I want. It is difficult to get a deal done when the other side refuses to negotiate. Brian

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Their strategy is to continue calling Northwest names and posting additional stories about our past retrans negotiations to their "northwestfairdeal" web site in an effort to make you think that somehow Northwest is the "bad guy". Truth is they created this disruption because they just don't care about you. We found out yesterday that they purchased the domain name for the "northwestfairdeal" web site on January 18th which happened to be the same time they told Northwest they would not counter Northwest's proposal to them and then disappeared for two weeks. This was a set up and Spectrum's subscribers were just collateral damage.

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[tom.rutledge@chartercom.com](mailto:tom.rutledge@chartercom.com)   [203-905-7999](tel:203-905-7999)

Brian

Brian Brady

President and CEO

Northwest Broadcasting, Inc

[Brady@northwestbroadcasting.com](mailto:Brady@northwestbroadcasting.com)

**From:** Lori Z Roux [mailto:[lorizroux@gmail.com](mailto:lorizroux@gmail.com)]

**Sent:** Sunday, February 11, 2018 12:07 PM

**To:** [Tom.Rutledge@charter.com](mailto:Tom.Rutledge@charter.com); Thean, Vansothy <[Vansothy.Thean@charter.com](mailto:Vansothy.Thean@charter.com)>;  
[Carlos.Vazquez@charter.com](mailto:Carlos.Vazquez@charter.com); [Derek.Hill@charter.com](mailto:Derek.Hill@charter.com); Brian Brady  
<[brady@northwestbroadcasting.com](mailto:brady@northwestbroadcasting.com)>; Jon Rand <[rand@northwestbroadcasting.com](mailto:rand@northwestbroadcasting.com)>

**Cc:** [editor@jhnewsandguide.com](mailto:editor@jhnewsandguide.com)

**Subject:** Spectrum and Northwest Broadcasting Negotiations

Gentleman,

It appears that there has been no headway in the negotiations between Spectrum and Northwest Broadcasting.

Amazing, seeing as South Korea and North Korea have been able to coordinate their Olympic representatives in to ONE team competing for the Korean Peninsula.

Sincerely,

Lori Roux

Wilson, WY

***This letter has been copied to the editor of the Jackson Hole News and Guide***

Lance Cygielman

Lance@bresnan.net



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February 13, 2018

Town of Jackson  
Attn: Bob McLaurin, Town Manager  
PO Box 1687  
Jackson, WY 83001

Dear Bob:


At 5:00 p.m. on February 2, 2018, Northwest Broadcasting pulled their broadcast signals from Charter Communications, affecting subscribers in the City of Jackson. We promptly notified our subscribers in Jackson. As a courtesy, we also wanted to let you know of the blackout. Charter was hoping to reach a fair deal, and we are disappointed that Northwest refused to come off their demand for a rate that is higher than what we have ever paid any other broadcaster. The following is the station that Northwest blacked out in your area:

- Jackson, WY: KPVI (NBC)

We hope that this issue will be resolved quickly. In the meantime, we are doing all that we can to minimize the impact on customers including communicating to them about alternative means to access programming that they will be unable to view on Northwest channels. Attached is a one-page description of options to assist you in answering questions from members of your community. More information about this Northwest initiated blackout can be found at [NorthwestFairDeal.com](http://NorthwestFairDeal.com)

If you have any questions, please don't hesitate to contact me at 307-331-3448 or by email at [Erik.Rasmussen@charter.com](mailto:Erik.Rasmussen@charter.com)

Sincerely,

/s/ 

Erik Rasmussen  
Sr. Mgr. Government Affairs  
[Erik.Rasmussen@charter.com](mailto:Erik.Rasmussen@charter.com)  
611 E. Carlson Street, Ste. 103  
Cheyenne, WY 82009



## The Situation:

Most of the time our customers never hear about contract negotiations between cable providers and broadcasters. On occasion however, an agreement can't be reached immediately. We are disappointed that, despite our best efforts, Northwest Broadcasting is demanding that we pay them significantly more than we pay any other broadcast station. We hope this issue will be resolved quickly. In the meantime, Charter Spectrum is doing all that we can to minimize the impact on customers including communicating to them about alternative means to access programming that they will be unable to view on Northwest Channels.

## Broadcast Channels

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### Alternative Programming Sources:

- Full episodes of NBC programming are available at [NBC.com](http://NBC.com)
- Fox programming is available at [Fox.com](http://Fox.com)
- Me TV programming is available at [MeTV.com](http://MeTV.com)
- Broadcast channels are available over the air using an antenna

## Must-Have NBC Programming

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### Super Bowl:

- Free streaming of the Super Bowl will be available on [NBCSports.com](http://NBCSports.com) and the NBC Sports App as well as the NFL Mobile App



### The Olympics:

- Live streaming of the Olympics will be available to subscribers of USA Network on the NBC Sports App
  - Customers who don't subscribe to USA Network will be provided a "free preview" for 30 days in Northwest's NBC markets enabling them to access Olympic programming on the USA Network channel or through the Spectrum TV App





**Mary Roehr**

Director, Government Affairs

February 16, 2018

***Via Federal Express and***

***Email [acohendavis@ci.jackson.wy.us](mailto:acohendavis@ci.jackson.wy.us)***

Ms. Audrey Cohen-Davis  
Town Attorney  
Town of Jackson  
150 East Pearl Avenue  
Jackson WY 83001

Dear Audrey:

Thank you for reaching out to Charter concerning Northwest Broadcasting, Inc.'s ("Northwest") decision to pull the authorization for the signal of KPVI (NBC) from the Jackson channel lineup. Charter understands your frustration and regrets the impact of Northwest's decision. We hope to resolve the matter quickly, so our customers can again receive KPVI programming at a cost that is reasonable.

I will attend the town's Tuesday, February 20, workshop and welcome the opportunity to discuss the situation further. In the meantime, the company would like to correct some misinformation coming from Northwest Broadcasting (the parent company of KPVI) and its representatives. Charter did not pull the KPVI signal as their leadership has led you to believe. At 5:00 p.m. Eastern Standard Time ("EST") on Friday, February 2, 2018, two days after the agreement allowing Charter to carry Northwest's broadcast signals was originally set to expire, Northwest pulled the authorization for the broadcast signals from all of its stations from Charter's lineups, including KPVI. Charter was hoping to reach a fair deal in advance of any interruption in service, and we are disappointed that Northwest refused to come off its demand for a rate that is higher than what we have ever paid any other broadcaster.

The parties originally commenced negotiations last October (for the contract that was set to expire on January 31, 2018), but Northwest's initial proposal was without precedent: it would have increased carriage fees substantially over current rates, to a per subscriber level more than double the rate Charter pays any other broadcaster in the entire country. At the time Northwest pulled its authorization, it wanted an 80% increase in the rate we pay for its programming, despite a more than 13% decline in its stations' ratings over the last five years. While Charter was prepared for a reasonable increase in carriage fees, it could not and would not agree to such an unwarranted increase - an increase that would substantially and unfairly impact our customers.

Requests for exorbitant increases in fees and an unwillingness to reach a reasonable resolution of these issues has become a pattern with Northwest in programming carriage negotiations. In the last several years alone, Northwest's tactics have led to blackouts with video distributors around the country including with Verizon FiOS and Cable One in 2017, and both DirecTV and Dish Network a few years before. On the other hand, Charter has negotiated fairly and successfully for carriage with hundreds of



Ms. Audrey Cohen-Davis  
February 16, 2018  
Page 2

broadcast stations and has not had a blackout with even one of any other broadcaster's top four (ABC, NBC, CBS or FOX) affiliated stations ever.

On Friday, February 2, after the parties agreed to two 24-hour extensions, Charter made an offer that would have increased the carriage fees over its prior proposals, and asked for an extension through Sunday, February 4, so that customers would be able to watch the Super Bowl, with a promise to work through the entire weekend to attempt to conclude a long-term deal. Northwest rejected this offer, countered with a proposal that was still nearly double existing rates, and offered only a seven-hour extension (to midnight of February 2<sup>nd</sup>). Northwest refused Charter's request, and negotiations under the terms of the agreement came to an end.

Under federal law, Charter cannot retransmit broadcast programming without explicit consent. Northwest is well aware of the law and is misleading you by saying that Charter pulled the signal. In fact, its own message to customers acknowledged that Charter had no right to continue carrying the programming. Any assertion by Northwest to the contrary is an intentional falsehood; we asked directly and unambiguously for an extension beyond the Super Bowl and they would not afford that convenience to our customers.

Given the ongoing negotiations, it was not possible for Charter to provide advance notice to subscribers. All along we hoped for a mutually beneficial resolution and with a series of one-day extensions, advance notice to our customers would have only created confusion. Once Northwest discontinued its authorization for us to carry KPVI, Charter immediately provided notice to its affected subscribers, making on-air announcements within minutes, sending emails, and creating a website where customers could get additional information about the blackout. Charter has also sent a courtesy notice to the Town concerning this issue. Under these circumstances, Charter has fully complied with the applicable notice provisions in its franchise in Jackson, and the related rules of the Federal Communications Commission do not require advance notice when the circumstances are outside the cable operators' control.

Although it now alleges that it was Charter's decision to discontinue carrying its signals, Northwest itself posted a message shortly after talks broke down acknowledging that negotiations had been proceeding "in good faith," but that they had reached "a standstill" and that consequently (as mentioned earlier) "Charter no longer has the rights to carry our programming." A representative example of Northwest's messaging, which also appeared on KPVI, is attached.

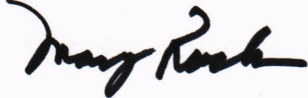
We continue to work toward a resolution of the dispute. In the meantime, we are doing all that we can to minimize the impact on customers. More information about this Northwest initiated blackout can be found at [NorthwestFairDeal.com](http://NorthwestFairDeal.com). We are sorry for the disruption that Northwest has caused and will

Ms. Audrey Cohen-Davis  
February 16, 2018  
Page 3

continue to work toward reaching a fair agreement that is in the best interests of our customers. We value the partnership we have forged with Jackson, appreciate the rights granted by our franchise to serve the town, and look forward to continuing to provide the best cable programming, entertainment and communications services to our customers and your constituents.

Please let me know if you have any additional questions. Thank you.

Sincerely,



Mary Roehr  
Director, Government Affairs

cc: Mr. Bob McLaurin, Town Manager – **Via Email** [info@ci.jackson.wy.us](mailto:info@ci.jackson.wy.us)



Redwood Television Partners and Charter have been in good faith negotiations to carry our CBS and NBC programming on their cable system for some time. Unfortunately, the negotiations are at a standstill and Charter no longer has the rights to carry our programming. Both KVIQ and KIEM will be removed from the Charter cable systems as of 5pm on Saturday, February 3, 2018. We offer our sincere apologies to you for this disruption in your service.

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**Delta  
Mattress & Sofa  
Outlet Store**

