

## **WORK SESSION AGENDA**

**\*A M E N D E D**

**CITY COUNCIL WORK SESSION  
TUESDAY  
MARCH 28, 2017**

**COUNCIL CHAMBERS  
211 WEST ASPEN AVENUE  
6:00 P.M.**

**1. Call to Order**

**NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION**

*Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this work session, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).*

**2. Pledge of Allegiance and Mission Statement**

**MISSION STATEMENT**

*The mission of the City of Flagstaff is to protect and enhance the quality of life for all.*

**3. Roll Call**

*NOTE: One or more Councilmembers may be in attendance telephonically or by other technological means.*

MAYOR EVANS  
VICE MAYOR WHELAN  
COUNCILMEMBER BAROTZ  
COUNCILMEMBER MCCARTHY

COUNCILMEMBER ODEGAARD  
COUNCILMEMBER OVERTON  
COUNCILMEMBER PUTZOVA

**4. Preliminary Review of Draft Agenda for the April 4, 2017, City Council Meeting.\***

*\* Public comment on draft agenda items may be taken under "Review of Draft Agenda Items" later in the meeting, at the discretion of the Mayor. Citizens wishing to speak on agenda items not specifically called out by the City Council for discussion under the second Review section may submit a speaker card for their items of interest to the recording clerk.*

**5. Public Participation**

*Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public*

*Participation. Please limit your remarks to three minutes per item to allow everyone to have an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.*

6. Discussion of Options re. Cable Ordinance and Cable License Agreement Renewal

7. Discussion of APS Rate Case

8. ~~Discussion of Municipal Identification Cards\*~~

9. Review of Draft Agenda Items for the April 4, 2017, City Council Meeting.\*

*\* Public comment on draft agenda items will be taken at this time, at the discretion of the Mayor.*

10. Discussion re Current Issues Before Arizona Legislature and Federal Issues

11. Public Participation

12. Informational Items To/From Mayor, Council, and City Manager; future agenda item requests.

13. Adjournment

CERTIFICATE OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Flagstaff City Hall on \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m. in accordance with the statement filed by the City Council with the City Clerk.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Elizabeth A. Burke, MMC, City Clerk

## **CITY OF FLAGSTAFF**

### **STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Anja Wendel, Senior Assistant City Attorney AW  
**Co-Submitter:** Ladd Vagen, IT Director  
**Date:** 02/16/2017  
**Meeting Date:** 03/28/2017



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#### **TITLE:**

**Discussion of Options re. Cable Ordinance and Cable License Agreement Renewal**

#### **DESIRED OUTCOME:**

City staff seeks direction from City Council regarding:

- 1) Possible amendments to Chapter 3-09 Cable of the City Code ("Cable Ordinance");
- 2) Any desired changes to the Cable License Agreement with NPG Cable, LLC, doing business as Suddenlink upon renewal.

#### **EXECUTIVE SUMMARY:**

The City Council has the opportunity to consider options for changes in terms and conditions of the Cable Ordinance and Cable License Agreement with Suddenlink, if any are desired. The current license was approved in 2007 and is being renewed. Some updates are needed due to changes in state laws.

#### **INFORMATION:**

The Cable License allows Suddenlink to construct, install, operate and maintain a cable services system in City rights-of-way. Suddenlink is seeking to renew its license.

City staff has prepared a memorandum entitled "Cable Licensing 101" to help explain the legal framework for cable licenses (attached). This document identifies options for possible changes to terms and conditions to the Cable Ordinance and Cable License Agreement. City staff will seek direction on the options. This document also explains how the Cable License is distinct from telecommunications and internet business operations/networks that are also located in City rights-of-way. This document also includes information about Suddenlink's current system and possible future upgrades.

Also attached is a visual example of Suddenlink's line extension policy, channel lineup, and City Code Chapter 13-15 related to work in rights-of-way.

The anticipated schedule for renewal follows:

April 4, 2017: Public hearing on renewal license, first reading of Ordinance No. 2017-04, amending Chapter 3-09 Cable of the City Code;

April 18, 2017: Second reading of Ordinance No. 2017-04, and adoption of Resolution No. 2017-11 approving renewal license to become effective 30 days thereafter.

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**Attachments:** 2007 Cable License

Line Extension Example

Channel Lineup

Channel Lineup in April

Chapter 13-15

Cable Licensing 101



A2007-0205.1

**CABLE LICENSE AGREEMENT BETWEEN  
THE CITY OF FLAGSTAFF, ARIZONA AND  
NPG CABLE, INC.**

This Cable License Agreement is made and entered into this 5<sup>th</sup> day of Feb, 2007 at Flagstaff, Arizona, by and between the City of Flagstaff, a municipal corporation with offices located at 211 West Aspen Avenue, Flagstaff, Arizona 86001 ("City"), and NPG Cable, Inc., an Arizona corporation with offices located at 1601 South Plaza Way, Flagstaff, Arizona 86001.

**RECITALS**

- A. Licensee desires to renew its cable license and the City and Licensee desire to enter into this Agreement as a renewal of the Cable Television License Agreement between the City and Licensee, entered into on December 31, 1995.
- B. The City has analyzed and considered the technical ability, financial condition, legal qualification and general character of Licensee, and after such consideration, analysis and deliberation, has approved and found sufficient the technical ability, financial condition, legal qualification and character of Licensee.
- C. The City Council has determined that it is in the best interests of, and consistent with, the health, safety and welfare of the citizens of the City to grant a renewal license to Licensee to use public rights-of-way for the purposes specified in this License Agreement ("License" or "Agreement") and on the terms and conditions set forth herein.
- D. The City and Licensee have agreed to be bound by the terms and conditions set forth in this License Agreement.

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

**1. DEFINITIONS.**

When used in this Agreement, the following terms shall have the meaning given in this section. The word "shall" is mandatory. The word "may" is discretionary. References to any government official or office also refer to any official or office that succeeds to any or all of the responsibilities of the named official or office. References to laws or applicable laws include federal, state and local laws and regulations. Unless otherwise stated, references to laws include laws now in effect, as the same may be amended from time to time, and new laws.

- 1.1. **"Access, Public, Educational or Government, or PEG"** refers to the availability of the System for Public, Education or Government ("PEG") use by various agencies, institutions, organizations, groups, and individuals, including the City and its Designated Access Providers, to acquire, create, and distribute video and non-video communications not under Licensee's editorial control.
- 1.2. **"Cable Ordinance"** means Chapter 3.09 of the Flagstaff City Code, as amended from time to time.

- 1.3. **"City"** means the City of Flagstaff, Arizona. When referring to a geographic area, it refers to the boundaries of the City of Flagstaff as the same may expand or contract during the term of this Agreement.
- 1.4. **"Designated Access Provider"** means a person or persons designated by the City to manage some or all of the PEG channels, facilities and equipment provided hereunder.
- 1.5. **"Gross Revenues"** means any and all revenues derived, now or in the future, by Licensee, its affiliates, subsidiaries, parent company, and any person in which Licensee has a financial interest, derived from the operation of the Cable System to provide cable services; provided, however, that gross revenues shall not include any taxes imposed upon subscribers by an Arizona governmental unit, including the City, and collected by Licensee on behalf of said governmental unit. The License fee is not such a tax.
- 1.6. **"Licensee"** means NPG Cable, Inc. ("NPG") and its permitted successors and assigns.
- 1.7. **"School"** means any accredited public or private, non-profit primary and secondary schools and colleges (which term includes all accredited post-secondary institutions, including by way of example and not limitation, charter schools, community colleges, technical colleges and universities).
- 1.8. **"Subscriber"** means any Person who lawfully receives cable service.
- 1.9. **"System"** means Licensee's cable system, and all of its components, including cables, conduits, converters, splice boxes, cabinets, manholes, vaults, poles, equipment, drains, surface location markers, appurtenances, and related facilities, located within or serving the City of Flagstaff.
- 1.10. **Undefined Terms.** Any word or phrase not defined in this section shall have the same meaning as in the Cable Ordinance; if not defined there, definitions contained in 47 U.S.C. § 521 et seq. and associated Federal Communications Commission ("FCC") rules and regulations control. Otherwise, words shall have their ordinary and common meaning.

## 2. GRANT AND LIMITATIONS – GENERALLY.

- 2.1. **Grant.** The City herewith grants Licensee a License to construct, operate and repair a Cable System in, over, along and under City rights-of-way within the City of Flagstaff for the purpose of providing cable service, and for providing an institutional network and other facilities or services for public, educational and government use of the System. No privilege or power of eminent domain is bestowed by this grant. All rights and powers of the City now existing or hereafter obtained are reserved except as expressly provided to the contrary in this License; no rights shall pass to Licensee by implication. This License shall be interpreted consistent with Arizona law governing the interpretation of public Licenses.

- 2.2. **Term.** Licensee may exercise the rights granted to it under this License commencing on the effective date of this License, as provided in Resolution No. 2006-72 through and including December 31, 2016, unless renewed, revoked or shortened sooner.
- 2.3. **General Limitations.** This License is issued pursuant and subject to the Cable Ordinance, and is conditioned upon compliance with the Cable Ordinance and this Agreement.
- 2.4. **Grant of Nonexclusive Authority.** This License granted to Licensee under this Agreement is nonexclusive.
- 2.5. **Duty to Provide Service.** Licensee shall provide cable services throughout the duration of this License term and any holdover term, and shall make any cable services it provides over its System available to all entities in the area covered by this License, subject to the line extension provisions herein. The parties agree that this provision is intended to satisfy 47 U.S.C. § 541(a)(3).
- 2.6. **Scope.** This License shall not act as a bar nor in any respect prevent imposition of additional or different conditions, including additional fees related to the provision of, or the use or occupancy of the rights-of-way to provide, non-cable services. Nothing in this section is intended to expand or contract the City's rights to regulate non-cable services.
- 2.7. **Relation to Police Powers.** This Agreement and all rights granted under this License are subject to the City's police and other powers. This Agreement is a both a license and a contract and, except as to those changes which are the result of the City's exercise of its police powers, imposed by applicable law, or that are required as a result of preemption (which preemptive changes are the subject of Sections 2.12 - 2.13), once this License is effective, neither party may take any unilateral action which materially changes the explicit mutual promises in this Agreement.
- 2.8. **No Warranty by City.** This License shall be interpreted to convey limited rights and interests only as to those City rights-of-way in which the City has an actual interest and only to the extent and for the purposes set out in this License. This License is not a warranty of title or interest in any right-of-way; it does not provide Licensee any interest in any particular location within the rights-of-way. Neither the issuance of this License nor the execution of this Agreement deprives the City of any powers, rights or privileges it now has or may later acquire in the future to use, perform work on, construct, operate or repair facilities or systems in, or regulate or control the use of, the public rights-of-way.
- 2.9. **Other Requirements Not Affected.** The requirements of other City and County laws and regulations are not waived or modified, and continue to apply to Licensee. Without limiting the foregoing, the City does not waive the requirements of, or the Licensee's duty to obtain and comply with, permits and zoning laws; or to comply with codes, ordinances and regulations governing the construction of the System. The License fee shall not be in lieu of any tax, permit fee or other required charge.

2.10. **Rules of Licensee.** Licensee shall have the authority to promulgate rules, regulations, terms and conditions governing its business and services as reasonably necessary to enable Licensee to operate its business and perform its obligations under this Agreement, so long as those rules are consistent with applicable law, and the provisions of this Agreement.

2.11. **Validity.** Both parties waive any claim or defense that any provision of this Agreement, or any provision of the Cable Ordinance as it exists on the date this Agreement is signed, is unenforceable or otherwise invalid or void. Neither party waives the right to challenge the validity of any other applicable law.

2.12. **Severability.**

2.12.1. In the event that a court or agency of competent jurisdiction declares that Sections 2.1-2.16 (grants and limitations on grant, generally); Section 3 (License Fees); Section 4 (Conditions of Street Occupancy); Section 7 (PEG Use of System); or any part of those sections is unenforceable according to its terms, or is otherwise void, the parties shall meet and attempt to negotiate revisions to the License to restore the relative burdens and benefits contemplated by this Agreement.

2.12.2. If the parties are unable to agree upon revisions, the parties agree that City, after notice and public hearing, may amend the License to restore the relative burdens and benefits, or adopt an ordinance shortening the License term, unless the Licensee continues to comply with the requirements of any invalidated provision as if it had not been declared unenforceable or void. Nothing in this Section prevents a Licensee from challenging the reasonableness of amendments in a court of competent jurisdiction, but Licensee shall comply with the amendments adopted by the City pursuant to this Section 2.12.2 while any challenge is pending. In any court proceeding, either party may seek any relief available at law or equity. Any ordinance to shorten the License term shall provide for an expiration date no sooner than eighteen (18) months from the date of the ordinance. The ordinance shall be treated as timely activating the formal renewal procedures under 47 U.S.C. § 546 as amended, notwithstanding the timing of notice under this section.

2.12.3. In the event that a court or agency of competent jurisdiction declares that any other provision of this Agreement is unenforceable according to its terms, or otherwise void, said provision shall be considered a separate, distinct, and independent part of this Agreement, and such holding shall not affect the validity and enforceability of all other provisions hereof.

2.13. **Effect of Change in Law.** Subject to Section 2.12, in the event that valid state or federal laws, rules, or regulations preempt a provision or limit the enforceability of a provision of this License, then the provision shall be read to be preempted to the extent and for the time, but only to the extent and for the time, that such laws, rules or regulations require such preemption. In the event such state or federal law, rule, or regulation is subsequently repealed, rescinded, amended, or otherwise changed, a provision (or portion thereof) that had been preempted shall return to full force and effect.

- 2.14. **Licensee Bears Its Own Costs.** Unless otherwise expressly provided in this License, all acts that Licensee is required to perform under this License shall be performed at no expense to the City.
- 2.15. **No Waiver.**
- 2.15.1. No delay on the part of the City or Licensee in exercising any rights shall operate as a waiver of rights, except to the extent expressly waived.
- 2.15.2. Nothing in this License shall constitute a waiver or bar to the exercise of any governmental right or power of the City, including by way of example and not limitation, eminent domain rights.
- 2.16. **No Recourse.** To the fullest extent permitted by Arizona law, and without limiting such immunities as the City or other Persons may have under applicable law, Licensee shall have no monetary recourse whatsoever against the City or its officials, boards, commissions, public agencies when acting on the City's behalf, or employees (collectively, "the City") for any loss, costs, expense or damage arising out of the construction, operation or repair of its System, or the activities of the City or any entity authorized by the City to use rights-of-way or other public property unless the same was caused by the City's criminal acts or gross negligence. Nothing in this section waives claims Licensee might otherwise have against third parties.
- 2.17. **No Transfer Without City Approval.** Rights granted to Licensee by the City are held in trust. No transfer may occur without the prior consent of the City. An application for a transfer, containing all information required under applicable law, shall be filed before a request for a transfer shall be considered by the City.
- 2.18. **Application for Transfer To Be Considered In Accordance With Cable Ordinance.** An application for a transfer shall be considered in accordance with the standards set forth in the Cable Ordinance. The City affirms that requests for approval of a transfer shall not be unreasonably denied.
- 2.19. **Exception for Intraaffiliate Transfers.** The parties find it appropriate to exempt certain intra-corporate transactions from the transfer approval requirement, as permitted by the Cable Ordinance.
- 2.20. **Qualifications.** To qualify for exemption from Transfer approval, the following conditions must be satisfied:
- 2.20.1. The provisions of Sec. 3-09-001-0005.C of the Cable Ordinance must be satisfied.
- 2.20.2. Licensee shall remain privately owned and controlled by the Bradley family.
- 2.21. **Scope.** So long as all the conditions set forth in this Section 2.20 are satisfied, no City approval shall be required in connection with the following transactions: (a) any corporate reorganization of News-Press & Gazette Company, a Missouri Corporation ("NP&G"); (b) any addition or deletion of wholly-owned subsidiaries of

NP&G in the ownership chain above Licensee; (c) any Transfer of the License to an entity wholly-owned by NP&G.

### 3. LICENSE FEE.

3.1. **Payment to City.** Licensee shall pay the City a License fee on a quarterly basis in an amount equal to five percent (5%) of Gross Revenues.

3.2. **Bundling.** License fees on packages that include cable service and non-cable service shall be calculated and paid in accordance with this Section.

3.2.1. General principles applicable to bundles.

3.2.1.1. *When Licensee offer bundles of cable service and non-cable services at discounted rates, and the discount applies only to the non-cable services and not to the cable service, then Licensee shall pay Licensee fees based on the applicable charges for the cable service.*

3.2.1.2. *When Licensee offers bundles of cable service and non-cable service at discounted rates, and the discount applies to both classes of services, then revenues attributable to cable service shall be calculated from a pro rata allocation of the discount between the cable services and non-cable services based on bona fide nondiscounted rates for such services.*

3.2.1.3. *Licensee shall not price bundles or allocate discounts between cable services and non-cable services so as to evade paying Licensee fees.*

3.2.2. Procedure for resolving disputes regarding License fee on bundles.

3.2.2.1. *When Licensee offers bundles of cable service and non-cable service at discounted rates, and the discounts apply to both classes of services, Licensee shall notify City of Licensee's planned calculation of License fees on the bundles. Licensee shall deliver the notice to City Tax, License and Revenue Administrator, or other officer identified by the City. If City objects to Licensee's License Fee calculations on any bundles of service, City shall notify Licensee within sixty (60) days of receipt of notice. The notice shall state with reasonable specificity the basis for the dispute. If City does not notify Licensee within sixty (60) days of any objections, Licensee's calculations shall be deemed accepted by City, unless and until such time as the City provides a written objection to the calculation, which objection shall only apply prospectively.*

3.2.2.2. *City and Licensee shall have thirty (30) days from City's notice to negotiate in good faith to resolve the dispute. City and Licensee may agree to extend the time for negotiation.*

3.2.2.3. *If City and Licensee are unable to resolve the dispute within the period specified in Section 3.2.2.2, the parties may either (i) agree upon an*



*alternative dispute resolution method; or (ii) pursue all rights and remedies under this License and applicable law.*

*3.2.2.4. If City notifies Licensee of its objection within the sixty (60) day period set forth in Section 3.2.2.1, Licensee's liability for underpayment of License fees resulting from Licensee payment of License fees according to the disputed calculation shall accrue in the same way that liability would accrue for any other License fee dispute. If City notifies Licensee of its objection after the sixty (60) day period set forth in Section 3.2.2.1, Licensee's liability for License fees on any disputed license fee calculation under this section shall begin to accrue upon expiration of the thirty (30) day period set forth in Section 3.2.2.2. The parties may agree to extend this period.*

**3.3. Not in Lieu of Any Other Assessments, Tax or Fee.** The License fee is in addition to all other fees, assessments, taxes or payments that Licensee may be required to pay under any Federal, State, or local law, consistent with 47 U.S.C. § 542.

**3.4. Payments and Payment Records.**

**3.4.1.** License fees shall be paid in accordance with the schedule set forth in the Cable Ordinance, and late payments shall be subject to the additional charges set forth in the Cable Ordinance.

**3.4.2.** Licensee's books and records shall be subject to audit as set forth in the Cable Ordinance. In the event that the City reviews Licensee's License fee payments, and finds that Licensee has underpaid the fee owed for any year in an amount exceeding five percent (5%) of the License fees actually paid, Licensee shall pay the reasonable cost of the City's review.

**3.5. No Accord or Satisfaction.** No acceptance of any payment by the City shall be construed as a release or an accord and satisfaction of any claim the City may have for further or additional sums payable as a License fee or for the performance of any other obligation of Licensee.

**4. CONDITIONS OF STREET OCCUPANCY.**

**4.1. Relation to Cable Ordinance.** Licensee shall at all times comply with the Cable Ordinance and other provisions of local and state law governing its use of rights-of-way (including but not limited to Arizona's "Blue Stake" laws). Failure to comply with such provisions, including the obligation to compensate the City where the City is required to repair property damaged in connection with the construction, operation or maintenance of the System, may be treated as a breach of this License.

**4.2. Other Minimum Conditions.** Without limiting its obligations under Section 2 or Section 4.1, Licensee's use of the rights-of-way is also subject to the following conditions.

- 4.2.1. Licensee shall locate all facilities so as to minimize interference with the use of the streets and with the rights and reasonable convenience of adjacent property owners.
- 4.2.2. Licensee shall obtain all permits required under applicable law from City before commencing construction, maintenance, or repair of the System. All construction, maintenance, or repair of the System shall comply with all applicable City codes and permit requirements.
- 4.2.3. Licensee shall relocate the System underground at its expense, where relocation is required by the Cable Ordinance or the City Code.
- 4.2.4. Licensee, at its sole expense, shall promptly restore any street, public property, or private property damaged by Licensee during the construction, maintenance or repair of the System. This provision does not apply to private property unlawfully constructed within a recorded easement or public right-of-way.
- 4.2.5. After reasonable prior notice, Licensee shall promptly relocate or remove portions of its System as required by the City due to traffic conditions, public safety, street construction or in connection with any other public works, improvements or construction projects, whether undertaken by the City or another public agency.
- 4.2.6. Upon request of any other person authorized by the City to occupy the rights-of-way, or holding a moving permit issued by City and after reasonable prior notice, Licensee shall promptly relocate or temporarily remove its facilities to accommodate such other person. Licensee may require such person to pay its reasonable expenses in relocating or temporarily removing its facilities, in accordance with the Cable Ordinance.
- 4.2.7. Licensee may not place poles in the rights-of-way without the express permission of the City's Department of Public Works, which permission will not be unreasonably withheld or delayed.
- 4.2.8. Licensee's System shall comply at all times with the then-current version of applicable safety codes, including but not limited to the National Electrical Code and the National Electrical Safety Code.
  - 4.2.8.1. *Licensee shall maintain a program in place of inspecting plant and drops, and bringing the same up to code in connection with service and installation calls, and a quality control program for ensuring that the program is effective. Licensee shall share information about these efforts with the City.*
  - 4.2.8.2. *If, at any time three (3) years after the effective date of this License, the City determines, based on information about Licensee's System, there may be significant safety code violations with Licensee's drops, City may require that City and Licensee inspect a random sample of One Hundred (100) single-family dwelling units and fifteen (15)*



*buildings containing multiple dwelling units ("MDU"s) for compliance with the current version of applicable safety codes (subject to grandfathering as permitted by the applicable code; but it is Licensee's burden to present records sufficient to demonstrate that a particular drop is subject to grandfathering based on its installation and subsequent work performed. If ninety percent (90%) or less of the single-family dwelling units comply, Licensee will take steps to bring the System into compliance with the current version of the applicable safety codes, but is not required to conduct a comprehensive drop audit if Licensee believes that is unnecessary. If more than three (3) multiple dwelling buildings inspected fail to comply, Licensee will take steps to bring MDUs into compliance with the current version of the applicable safety codes, but is not required to conduct a comprehensive drop audit if Licensee believes that is unnecessary. This work must be completed within twelve (12) months of the completion of the inspection.*

*4.2.8.3. When the work is completed, if the City determines that it is necessary, the parties shall conduct a second inspection of a new random sampling of locations, following the same procedures as were followed with respect to the first inspection to determine compliance. If ninety percent (90%) or less of the single-family dwelling units comply, Licensee shall promptly perform a complete System drop audit and correct drops that are not in compliance with the current version of applicable safety codes. If more than three (3) MDUs are out of compliance, Licensee shall promptly perform a complete System drop audit and correct drops that are not in compliance with the current version of applicable safety codes. The City may establish reasonable deadlines for completion of this audit.*

*4.2.8.4. Nothing in this section is intended to relieve Licensee of its obligation to correct violations of applicable safety codes as found, or to bring locations into compliance with current versions of applicable safety codes, as provided in those codes. Licensee's program under this section 4.2.8 shall include periodic reports as reasonably requested by the City.*

4.2.9. Consistent with the Cable Ordinance and except as otherwise agreed by the parties, Licensee shall lease space to the City on its poles or in its conduit at the regulated rates, terms and conditions for conduit and pole space in the City, or if there are no regulated pole and conduit rates within the City, at rates, terms and conditions as favorable as those under which Licensee leases pole or conduit space from third parties.

## 5. SYSTEM DESIGN – MINIMUM REQUIREMENT AND OBLIGATION TO SERVE.

5.1. **General System Design.** As of the effective date of this License, Licensee represents its System utilizes a fiber-to-the-neighborhood design, with an approximate average of Three Hundred Fifty (350) subscribers served from each node, and with no more than eight (8) amplifiers between any Subscriber

dermarcation point and the headend. All active components utilized in providing service to subscribers had a rating of no less than 750 MHz. The System was fully two-way activated. There was continuous, auto-start back-up power at the headend. Back-up power was also provided at each node through the use of battery-backup power supplies that are sized and located so as to carry their individual loads for approximately three hours. In addition by January 1, 2008, Licensee shall have status monitoring in place that will enable it to provide mobile back-up power to the node before battery back-up fails.

- 5.2. **Minimum Design Standard.** Throughout the term of this License, Licensee shall construct, operate and repair its System so that it provides to each Subscriber at least the capacity, capabilities and reliability provided by a system as described in Section 5.1. Licensee shall provide and maintain facilities and equipment (including but not limited to modulators, antennas, amplifiers and other electronics) that permit and are capable of passing through the signals received at the headend without substantial deterioration in quality or alteration of content. For example, the System shall include components such that a signal received at the headend in color may be received by a Subscriber in color, and signals with closed captioning or secondary audio may be received by a Subscriber with useable closed captioning and secondary audio.
- 5.3. **Maintenance.** The System shall be maintained in accordance with sound engineering practices.
- 5.4. **Access to Persons with Disabilities.** Licensee shall provide the facilities and equipment necessary to make its services, including its customer services, reasonably accessible to persons with disabilities.
- 5.5. **Emergency Alert Services.** Licensee shall provide and maintain an emergency alert system that can override audio and video on all channels. The video override may take the form of a "scroll" across the bottom of the screen, or a screen with a text message. The emergency alert system shall be designed and maintained so that local officials designated by the City can activate the system remotely without the assistance of Licensee, using a telephone and secure password or by such other technical means as the City may approve, and activate a pre-recorded text message, including, at such officials' option, an accompanying live audio voice message for up to two minutes. The system shall be integrated to the extent reasonably possible with other emergency alert systems Licensee is required to provide under federal or state law.
- 5.6. **Parental Controls.** In addition to satisfying any obligations that it has under applicable law to provide parental control devices, or otherwise block programming on the Cable System, Licensee shall ensure that any system for ordering pay-per-view programming is designed, through use of systems such as PIN number systems, to prevent children from ordering programming without parental consent.

5.7. **Technical Standards.**

5.7.1. Licensee shall operate the System in compliance with all applicable FCC

technical standards, and any other applicable technical standards lawfully adopted by the City.

- 5.7.2. Licensee shall, if requested, notify the City in advance of conducting any Proof-of-Performance test required by the FCC, so that the City may observe the testing. Test results and any supporting documentation regarding the tests and testing equipment and procedures shall be provided to the City upon request, or, if FCC rules provide for it, automatically.
- 5.8. **Failure to Comply.** If Licensee fails to comply with its obligations under this License or the Cable Ordinance with respect to the construction, operation or repair of its System, without limiting other remedies available to it, the City may require Licensee to show that it has implemented and will maintain a satisfactory program that ensures compliance.
- 5.9. **Choice of Transmission Technologies.** Licensee may use any transmission technology (as that term is defined in federal law), provided that the System has characteristics that in all relevant respects meet or exceed the characteristics of the System described herein.
- 5.10. **Provision of Service.** Licensee shall provide cable service to any location within the City upon request as provided in the Cable Ordinance and below.
- 5.10.1. Licensee, at its cost, shall extend the System to serve any location in downtown Flagstaff, as shown on Exh. A, and to serve any location within the City limits as of the effective date of this License where there is a minimum density (or projected density, in the event of planned subdivisions) of six (6) dwelling units/mile.
- 5.10.2. For any area annexed after the effective date of this License, Licensee at its cost shall extend the System to serve any location where there is a minimum density (or projected density, in the event of planned subdivisions) of twenty (20) dwelling units/mile measuring the distance of the distribution plant extension required to serve the location.
- 5.10.3. Where density is below levels described above, Licensee shall extend its System upon request where potential subscribers are willing to pay a pro rata share of the labor and material cost of the extension. Provided that, Licensee's obligations under Sections 5.10.2 and 5.10.3 shall not require an extension to annexed areas prior to January 1, 2008.
- 5.10.4. Licensee may charge only its prevailing installation charges for a drop of one hundred fifty (150) feet or less. Where the distance from a potential Subscriber's property line to the demarcation point (as defined in FCC rules) exceeds one hundred fifty (150) feet, Licensee may charge an additional fee to recover its additional costs for installing a longer drop. The "prevailing installation charge" shall be the lowest lawful charge that applies at any given time to a particular class of users.
- 5.10.5. Where Licensee may locate a drop above ground, but a potential Subscriber

requests that the cable drop be placed underground, Licensee shall locate the drop underground, but in addition to the then-prevailing installation charge may charge the Subscriber for the actual difference in cost of installing the underground drop, rather than an aerial drop. An existing Subscriber may require Licensee to move a lawfully located aerial drop underground, and Licensee may charge the requesting Subscriber for the cost of relocating the drop underground.

5.11. **Institutional Network.** Licensee shall construct and maintain an institutional network with adequate connections and capacity set aside and available at no charge for Educational, Governmental and Public uses designated by the City. The parties agree Licensee shall be deemed to have no obligation under this provision so long as that certain Broadband Network Agreement between the City and Licensee remains in force. This provision is not subject to Section 6.2.

5.12. **Interconnection.** Licensee shall install and maintain such facilities and equipment as may be required:

5.12.1. to transmit PEG signals to and from Flagstaff and adjacent areas served by Licensee's Flagstaff headend, upon the mutual request of the governing bodies in Flagstaff and in the adjacent area; provided that, nothing in this Agreement requires Licensee to provide PEG signals to an adjacent community that has no channels for PEG use.

5.12.2. to connect to other communications networks as provided in the Cable Ordinance.

## 6. PERIODIC REVIEW – MODIFICATIONS

### 6.1. City Right to Require Upgrade.

6.1.1. The parties agree that the System should be upgraded from time to time, so that it includes, to the extent that it is economically and technically feasible to do so, the facilities and equipment designed to provide at a similar level of quality and with a similar degree of reliability cable services offered on a commercial basis in and around the Phoenix area and in Arizona communities served by Licensee or its affiliates.

6.1.2. The parties agree that the PEG requirements should be reviewed from time to time and PEG requirements altered so that, to the extent that it is technically feasible to do so, PEG users can take full advantage of the capabilities of the System.

6.1.3. At any time after the third anniversary of the effective date of this License, the City may commence a review of the System to determine whether any changes are required to satisfy Sections 6.1.1- 6.1.2.

6.1.4. The parties will work cooperatively through the process and attempt in good faith to reach agreement as to what changes, if any, are required to satisfy Sections 6.1.1- 6.1.2.

- 6.1.5. If the parties do not reach agreement as to the appropriate upgrades or alterations to the System, the City may order an upgrade of the System, but the order may not be effective until at least four (4) years after the effective date of this License, and must provide a reasonable time for completion of the changes. If Licensee objects to the City's order under this Section 6.1.5, Licensee's sole remedy shall be to shorten this License term so that it expires between thirty (30) and thirty-six (36) months from the date of the City's order, and to activate any renewal process allowed by applicable law.
- 6.1.6. If the parties do not reach agreement as to the appropriate upgrades to the PEG requirements, the City may order an upgrade, but only if the City is willing to bear the out-of-pocket costs to Licensee of providing the upgrades.
- 6.1.7. Notwithstanding the foregoing, all equipment and facilities must be installed so that video on demand may be implemented by June 30, 2008, unless Licensee shows it is economically infeasible to do so. If there is a dispute, the issue will be settled by a mediator.

## 6.2. Licensee Right to Shorten Term.

- 6.2.1. If, after October 1, 2006, another entity is licensed by the federal government or the City to use the public rights-of-way to provide cable service or other multichannel video programming service in Flagstaff, occupies the rights-of-way, and provides such service to residential subscribers in Flagstaff, and Licensee believes that the conditions under which such entity is providing service are more favorable or less burdensome than those imposed upon Licensee, Licensee may request modifications of this License where necessary to ensure that the other entity does not have an undue competitive advantage over it in the provision of commercial cable services. The request shall specifically identify the sections of the License that Licensee believes should be modified, and the changes requested. With respect to an open video system, this provision shall only apply with respect to License fees and PEG fee and channel obligations, to the extent that the City has a right under law to require the open video system to match Licensee's obligations and does not do so. If, at the time an open video system operator applies for a license, a court or agency of competent jurisdiction has ruled that the City may impose build-out requirements on an open video system, and that ruling is in full force and effect, this provision shall also apply to build-out requirements to the extent that the City has the authority to establish them.
- 6.2.2. Licensee must file an objection:
- 6.2.2.1. *in the case of a federal franchise, within sixty (60) days of the date the entity holding the franchise begins providing cable service or multichannel video service to residential subscribers in Flagstaff; or*
- 6.2.2.2. *in the case of a City-issued license, within sixty (60) days of the date the City adopts a resolution or ordinance authorizing issuance of the license.*



- 6.2.3. The City shall promptly commence a review to consider Licensee's request for modifications, and Licensee shall cooperate with the City to provide information so that the City may assess Licensee's request. Within sixty (60) days of Licensee's request, the parties shall meet in good faith to negotiate the requested modifications. If there is an agreement on modifications, or the City accepts the Licensee's proposed modifications, the review shall terminate. If there is not, within one hundred twenty (120) days of Licensee's request, the City shall issue an order adopting any agreed upon modifications and denying other requested modifications, if any. In case of denial, Licensee may: (i) challenge the order under applicable law; or (ii) upon notice to City, shorten this License term so that it expires eighteen (18) months from the date of the City's order, which notice shall be treated as timely activating the formal renewal procedures under 47 U.S.C. § 546 as amended, notwithstanding the timing of notice under this section. City and Licensee may agree to extend the deadlines specified in this Section 6.2.3. Should Licensee provide notice of its intent to shorten the License term, the City may file an action in any court of competent jurisdiction. Should the court determine that the other entity does not have an undue competitive advantage over Licensee in the provision of commercial cable services as a result of the License issued by the City or the federal government, or otherwise find that the City has complied with its obligations under this Section, the License term shall not be shortened. However, unless the parties agree otherwise, or the court orders it, the filing of the action by the City shall not stay the City's obligations under 47 U.S.C. § 546 as amended.
- 6.2.4. Licensee agrees that in any modification request under this Section 6.2 it shall not request and may not obtain (unless otherwise agreed by the parties) (i) recovery of PEG channels, or facilities already provided for PEG use, unless federal or state law has preempted PEG requirements altogether; (ii) recovery or termination of the City's right to use any facilities for which the City paid in whole or in part; or (iii) reduction or alteration of License fees or the definition of Gross Revenues.
- 6.2.5. This provision shall not apply to entities that provide service only on campuses of educational institutions; to entities that serve an area that Licensee legally could serve, but does not serve; or where the license is for an annexed area where the entity had a pre-existing right to occupy the rights-of-way to provide service.
- 6.2.6. No modifications may be made before the second anniversary of this License.
- 6.2.7. Notwithstanding anything to the contrary in this Agreement, if federal or state law provides that Licensee may opt in to a national or state franchise or license, Licensee may do so according to the terms of the applicable law, and this termination or continuation of this Agreement shall be governed by such law.
- 6.2.8. "Multi-channel video programming service" means a service, regardless of transmission protocols used, comparable in content and quality to cable

services provided via Licensee's cable system, provided through a wireline system owned by the service provider and without limitation does not include video programming provided via the Internet, or video service provided via a wireline network on a common carrier basis.

**7. PUBLIC, EDUCATIONAL OR GOVERNMENT USE OF SYSTEM.**

- 7.1. Preservation of Existing Benefits.** Licensee shall continue to provide and maintain pathways and equipment associated with carrying the NAU channels that it was providing prior to and upon the effective date of this License, including pathways between and among NAU and the schools, until and unless the City notifies Licensee that such support is no longer necessary.
- 7.2. Provision of Channel Capacity for PEG Use.** In addition to the capacity provided under Section 7.12 (video on demand), Licensee shall provide two (2) channels for Northern Arizona University's use; up to three (3) additional channels for PEG use, as described below; and up to one (1) scrambled digital channel receivable only at locations designated by the City, in accordance with the time frames described below.
- 7.3. Timing for Provision of Channels.** With respect to the channel capacity required by Section 7.1.1:
- 7.3.1.** Licensee shall continue to provide two (2) channels to NAU.
- 7.3.2.** Licensee shall provide one (1) additional channel upon request, after the City Council approves a plan for use of the channel.
- 7.3.3.** Licensee shall provide one (1) additional channel upon request, after the City Council approves a plan for use of the channel, but no earlier than two (2) years after the license is adopted.
- 7.3.4.** Licensee shall provide one (1) additional channel upon request, after the City Council approves a plan for use of the channel, and satisfies the usage trigger set out in Exh. B, but no earlier than three (3) years after the license is adopted.
- 7.3.5.** Licensee shall provide the one (1) digital scrambled channel upon request, but no earlier than two (2) years after the license is adopted.
- 7.3.6.** Nothing in the foregoing is meant to prevent the Licensee from providing channels sooner than it may be required to provide them, at its sole option.
- 7.4. Management of Channels.** Designated Access Providers shall manage the channel capacity provided under this Section 7, determine who may use the PEG channel capacity, and for what purposes, subject to such rules as the City may prescribe. Nothing in this section shall be read to require the City to set aside capacity for public use. Nothing in this License requires NPG to deal directly with any Designated Access Provider, other than the City, the Schools, NAU, the County or Coconino Community College.

## 7.5. Availability.

### 7.5.1. PEG channel capacity, other than the digital scrambled channel provided under Section 7.2:

*7.5.1.1. shall be viewable by any Subscriber without the need for obtaining any equipment other than the equipment required for the other services to which the Subscriber subscribes; and*

*7.5.1.2. shall be provided as part of basic service tier, or if there is no basic service tier, as part of the service provided to any Subscriber.*

7.5.2. Other PEG channel capacity other than the digital scrambled channel shall be useable to any Subscriber who is able to use any comparable commercial service, without any additional charges (for example, a Subscriber who is able to order commercial programming on demand shall also be able to obtain the PEG programming on demand).

7.5.3. The digital scrambled channel shall be available free of charge to any governmental building or School designated by the City and connected to the System.

7.6. **Menus.** To the extent technically feasible, PEG programming choices shall be displayed on menus in a manner equivalent to the manner commercial programming choices are displayed. It is the responsibility of the Designated Access Provider to timely provide information that it wishes to have displayed on the menu.

7.7. **Format.** PEG channel capacity required under Section 7.5 to be carried on the basic tier shall be provided in analog format until such time as Licensee digitizes all other channels on the basic service tier other than menu channels. PEG links and channels must be designed so that there is no noticeable deterioration in signal quality or programming as received from the PEG programmer. Once Licensee digitizes all other signals on the basic service tier, it shall provide all PEG channels in a digital format, including cablecasting in high definition format any PEG programming provided in high definition format. Channels used should be of a quality equivalent to other channels that were carried on the basic service tier.

## 7.8. Licensee's System Responsibilities.

7.8.1. Licensee shall be responsible for: providing and maintaining links ("PEG links") to and from designated locations for purposes of: transporting PEG signals to locations responsible for playback or editing of PEG programming; transporting signals from those locations to NPG's headend/control facilities; converting the PEG signals as necessary; and placing the PEG signals, as appropriate, on proper channels, all without any noticeable PEG signal deterioration. Each location must be capable of monitoring signals NPG delivers to Subscribers.



- 7.8.2. The designated PEG locations shall be: NAU; City Hall; Coconino Community College; Flagstaff and Sinagua High Schools; Museum of Northern Arizona; and Flagstaff Arts & Leadership Academy.
- 7.8.3. The links shall be configured as needed to allow any of the designated PEG locations (other than the Museum of Northern Arizona ) to function as a playback facility for one or more PEG channels, as the City may direct. If Licensee makes changes to its System that necessitate modifications to PEG facilities and equipment, including but not limited to the the links, Licensee shall provide any additional facilities or equipment necessary to implement such modifications within thirty (30) days of the date that the System changes are made, so that PEG facilities and equipment may be used and operated as intended.
- 7.8.4. Licensee shall not be responsible for the quality of the PEG signal it receives from a Designated Access Provider or any access programmer.
- 7.8.5. Licensee must provide the links within twelve (12) months of the effective date of the License.
- 7.8.6. If additional PEG links are required in the future, NPG shall provide them, subject to payment by the City of the incremental cost to NPG of any additional links.

**7.9. Capital Support for PEG.**

- 7.9.1. Licensee shall provide capital funding for and in support of PEG use of the System in addition to satisfying its other obligations herein.
- 7.9.2. Licensee shall collect and remit to the City an amount of up to ten cents (\$0.10) per sub per month, if the City Council adopts an order at a public meeting directing it to do so and the conditions in the following sections are satisfied.
- 7.9.2.1. *The City must conduct a statistically valid telephone survey of Licensee customers. The purpose of the survey will be to determine whether Licensee customers are willing to pay up to ten cents (\$0.10) per sub per month to support local educational, governmental or public access programming, and the survey will be conducted in a manner designed to obtain a valid answer to that question. Licensee shall participate in the development of the survey, and provide information required to conduct the survey in a statistically valid manner. The City and Licensee will split survey costs. If a statistically valid survey cannot be performed without Licensee providing personally identifiable information to the City, Licensee will conduct the survey.*
- 7.9.2.2. *City can adopt an order requiring Licensee to collect the fee if majority of subscribers indicate that they are willing to pay up to ten cents (\$0.10) per month for PEG support.*

*7.9.2.3. The ten cents (\$0.10) fee will sunset after twenty-four (24) months unless the parties agree to extend it.*

7.9.3. At any time at least twenty-four (24) months after the effective date of the License, Licensee will collect and remit to the City an amount of up to twenty-five cents (\$0.25) per sub per month, if the City Council adopts an order at a public meeting directing it to do so and the conditions in the following sections are satisfied.

*7.9.3.1. The City must conduct a statistically valid telephone survey of Licensee customers. The purpose of the survey will be to determine whether Licensee customers are willing to pay or continue to pay an amount per sub per month to support local educational, governmental or public access programming, and the amount that subscribers will be willing to pay. The survey will be conducted in a manner designed to obtain valid answers to those questions. Licensee will participate in the development of the survey, and provide information required to conduct the survey in a statistically valid manner. The City and Licensee will split survey costs. If a statistically valid survey cannot be performed without Licensee providing personally identifiable information to the City, Licensee will conduct the survey.*

*7.9.3.2. City can adopt an order requiring Licensee to collect a fee if a majority of subscribers indicate that they are willing to pay a fee; the amount to be charged will be based on subscriber answers to questions regarding the amount of the fee, but may not exceed twenty-five cents (\$0.25) per sub per month. Unless the parties agree otherwise, every thirty-six (36) months, a survey will be conducted in accordance with section 7.9.3.1, and if a majority of subscribers surveyed indicate that they are willing to pay a fee, the fee will continue in accordance with the survey, but may not exceed twenty-five cents (\$0.25) per sub per month. Otherwise, the fee will sunset until the next survey is conducted.*

7.9.4. If Licensee enters into a contract with a Designated Access Provider for operational support of PEG access, the City may relieve Licensee of all or part of its capital funding obligations under this Section 7.8.

#### **7.10. Channel Location.**

7.10.1. Licensee agrees to use reasonable efforts to locate PEG channels so that they are grouped with the majority of channels a Subscriber receives as part of the lowest level of service offered on the System.

7.10.2. Licensee shall not change the channel position for NAU, and one additional educational or governmental channel designated by the City, without the City's consent unless the change is required by federal law. City consent will not be unreasonably withheld or delayed. The channel position of any other channel provided under this Section may be changed upon one

hundred twenty (120) days notice. Licensee shall not reposition any PEG channel to a channel position that unreasonably disadvantages the channel as compared to the previous channel position.

7.10.3. Licensee shall pay reasonable expenses associated with a change in the PEG channel positions, up to Three Thousand Dollars (\$3000.00) per change. Licensee shall also provide up to two (2) 15-second slots per day, on the channel previously occupied by a PEG channel, mixed over morning, afternoon, evening and late night time slots, for thirty (30) days after a change in channel positions, subject to restrictions on ad inserts in Licensee's contract with the applicable programmer.

7.11. **Unused Time On PEG Channels.** Following ninety (90) days notice to City, Licensee may program any unused channel capacity provided under Section 7.2. The capacity may be recaptured upon ninety (90) days notice from the City to the Licensee, which notice shall include a plan for use of the capacity. Provided that: in order to provide a reasonable opportunity for a channel to develop, this provision does not apply to any channel until twelve (12) months after its activation; and Licensee cannot program unused capacity on a PEG channel unless it is in compliance with its obligations under this Section 7.

7.12. **Video on demand.** If Licensee provides video on demand to Subscribers in Flagstaff, it shall: provide space on each of the servers or other devices (collectively, the devices) used to store or forward video programming for up to twenty hours of programming selected by the City, using formats and technologies comparable to that used for commercial programming; provide a means for Subscribers to select the programming comparable to that used to select commercial programming; and provide a means for the City to load and remove programming from the devices via the connections to the headend, or some comparable means.

7.13. **Free Service to Certain Locations.**

7.13.1. Licensee shall, without charge, provide the following to each School, municipal and county government building within the City upon request or automatically to any site to which it has a drop as of the date of this Agreement: (i) at least one activated service drop and outlet (with signal levels to the ground block comparable to the signal levels provided to multiple dwelling units); (ii) basic service (iii) all PEG channels; and (iv) all terminal equipment necessary to receive the services described in this subsection. If NPG materially reduces the number of channels on basic, or the number of educational and news channels on basic, below the number offered on June 1, 2005, upon request Licensee shall provide packages of programming reasonably comparable to what was provided before the material change. C-SPAN is considered an educational service for purposes of this subsection.

7.13.2. Each location may itself extend service from the drop to additional outlets. Licensee shall not be responsible for signal leakage or the signal quality at any additional outlet or inside wiring that was not installed by Licensee. Consistent with federal rules, Licensee may terminate service to a location

where there is a leakage problem until the leakage is repaired. Licensee shall not be obligated to repair inside wiring or additional outlets not installed by Licensee. If a location extends service to multiple drops, the location shall pay for any additional line amplifiers required to deliver the service.

- 7.14. **No Charge for Use.** The facilities, equipment and channel capacity provided for PEG Use shall be available at no charge from Licensee to users, to the City or to any Designated Access Entity.
- 7.15. **Costs Caused by Licensee.** If Licensee makes changes to its System that necessitate modifications to PEG facilities and equipment (including but not limited to the upstream paths), Licensee shall at the same time provide any additional facilities or equipment necessary to implement such modifications so that PEG facilities and equipment may be used and operated as intended in this Agreement. By way of example, and not limitation, should the Licensee cease delivery of all signals in an analog format to Subscribers, it shall provide the facilities and equipment necessary so that PEG signals can be delivered in a digital format.
- 7.16. **Support Not A License Fee.** The parties agree that any cost to the Licensee associated with providing any support for PEG use required under this License shall not constitute a License fee within the meaning of 47 U.S.C. § 542, and shall be deemed to fall within one or more of the exceptions listed in 47 U.S.C. § 542(g)(2).

## 8. BOOKS, RECORDS AND REPORTS.

- 8.1. **Open Books and Records.** Without limiting its obligations under Section 2, Licensee agrees that it shall collect and make available books and records for inspection and copying by the City in accordance with the Cable Ordinance as it existed on the date of the effective date of this License grant.
- 8.2. **Time for Production.** Books and records shall be produced to the City at City Hall, or such other location as the parties may agree in accordance with the Cable Ordinance. If Licensee objects to a request for books and records, it shall nonetheless produce the books and records requested, unless the City agrees that they need not be produced, or a court of competent jurisdiction rules otherwise.
- 8.3. **Production Costs not License Fees.** Any amounts paid to cover the expenses of the City in reviewing documents at a location other than City Hall shall not constitute a License fee within the meaning of 47 U.S.C. § 542 and shall be deemed to fall within one of the exceptions listed in 47 U.S.C. § 542(g)(2).
- 8.4. **Reports Required.** Licensee shall file reports in accordance with the Cable Ordinance. Without limiting the foregoing, upon request, Licensee shall advise the City of all services provided via the System for entertainment and other purposes, such as data transmission, local area networks, and voice transmission. For purposes of this section, the term "services" shall include, without limitation, the provision of dark fiber.

- 8.5. **Records Maintained.** Licensee shall maintain records in a manner that complies with the requirements of the Cable Ordinance, and as necessary to demonstrate compliance with all of the provisions of this License.
- 8.6. **Retention of Records; Relation to Privacy Rights.** Licensee shall take all steps required, if any, to ensure that it is able to provide reports and records to the City, including by providing appropriate Subscriber privacy notices, or redacting any data that state or federal law prevents it from providing to the City. Nothing in this section shall be read to require Licensee to violate 47 U.S.C. § 551 or any other applicable law governing privacy.

## 9. CUSTOMER SERVICE STANDARDS

Licensee shall meet the customer service standards of the Cable Ordinance and applicable law. Licensee shall install the facilities and equipment required to measure compliance with its customer service obligations. Licensee acknowledges it has received the notice required by 47 C.F.R. § 76.309.

## 10. RATE REGULATION.

- 10.1. **Rate Authority Reserved.** The City may regulate Licensee's rates and charges, and order refunds of unreasonable rates charged, except to the extent that it is preempted from doing so by applicable law.
- 10.2. **Notice.** Licensee shall provide the City and Subscribers a minimum of thirty (30) days written notice of changes to cable services, rates or conditions of service.

## 11. INSURANCE.

- 11.1. **Insurance Required.** Licensee agrees to maintain adequate insurance during the entire term of this License in accordance with the Cable Ordinance.
- 11.2. **Initial Amounts.** The minimum amounts of insurance that Licensee shall obtain and maintain are as follows:
- 11.2.1. Commercial General Liability Insurance shall be provided on ISO-CGL Form No. CG 00 01 01 96, or any updated replacement thereof. Policy limits shall be no less than One Million Dollars (\$1,000,000.00) per occurrence for all coverages and Two Million Dollars (\$2,000,000.00) general aggregate. Aggregate limit endorsements shall be evidenced on ISO Form CG 25 03 11 85. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the City or any officer, employee, agent or volunteer of the City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. There shall be no cross liability exclusion and no contractor limitation endorsement. In addition, there shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices. Any umbrella liability insurance provided to meet primary insurance limits shall apply to bodily injury, other personal

injury or property damage at a minimum, and shall include a "drop down" provision providing primary coverage for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be as broad as any underlying coverage. Coverage shall be provided with defense costs payable in addition to policy limits. Policy limits shall be not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate above any limits required in the underlying policies. The policy shall have starting and ending dates concurrent with the underlying coverages. Licensee waives any right of subrogation it may have against the City.

11.2.2. Business Automobile Coverage shall be provided on ISO Business Auto Coverage Form CA 00 01 12 93, or any updated replacement thereof, including symbol 1 (Any Auto). Limits shall be no less than One Million Dollars (\$1,000,000.00) per accident and in the aggregate. The policy shall be scheduled as underlying insurance to any umbrella policy required above for a total limit of no less than \$1 million each accident.

11.2.3. Licensee shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than One Million dollars (\$1,000,000.00) per accident or disease. Employer's liability coverage shall be scheduled under any primary or umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right to subrogation as respects the City or any of the City's officers, employees, agents or volunteers.

### 11.3. **Additional Insurance Requirements.**

11.3.1. Unless otherwise approved by the City, Licensee's insurance shall be written by insurers authorized to do business in the State of Arizona, and with a minimum "Best's" Insurance Guide rating of "A-." Self-insurance does not comply with these insurance specifications.

11.3.2. The City shall be an additional named insured on the policies provided under 11.2.1 and 11.2.2

11.3.3. Licensee shall provide evidence of the insurance required herein, satisfactory to the City, consisting of certificate(s) of insurance evidencing all of the coverages required, and an additional insured endorsement to Licensee's general liability, auto and umbrella liability policies using ISO Form CG 20 10 11-85. Certificate(s) are to reflect that the insurer will provide thirty (30) days notice of any cancellation of coverage. Licensee shall require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. Licensee shall provide complete certified copies of policies to the City within ten (10) days of the City's request for said copies. Licensee shall file the initial required original Certificate of Insurance with endorsements or other satisfactory proof of insurance prior to the effective date of this License.



- 11.3.4. Licensee shall ensure that coverage provided to meet these requirements is applicable separately to each insured, and that there shall be no cross liability exclusions and no contractor limitation endorsement that preclude coverage for suits between Licensee and the City, between the City and any other named insureds or additional insureds under the policy, or between the City and any party associated with the City or the City's officers, employees, agents or volunteers.
- 11.3.5. Licensee shall provide immediate notice to the City of any claim or loss against Licensee that includes the City as a defendant. The City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.
- 11.3.6. The City may direct the Licensee to immediately cease all activities with respect to the System in the absence of in force insurance or reduction below limits as specified in this section until such time as the insurance is restored, and any delays or expense caused due to stopping of work and change of insurance shall be considered Licensee's delay and expense.
- 11.3.7. This License may be revoked for failure to obtain or maintain the insurance required.

## 12. INDEMNIFICATION.

To the extent permitted by applicable law:

- 12.1. **Indemnity, Generally.** Licensee shall indemnify, save harmless and defend the City, its mayor and council, appointed boards and commissions, officers and employees, (collectively "City and its agents") individually and collectively from all fines, liens, suits, claims, demands, actions, costs of litigation, attorneys' fees, judgments or liability of any kind ("Losses") (including but not limited to libel, slander, invasion of privacy, unauthorized use of any trademark, trade name or service mark, copyright infringement, injury, death or damage to person or property) arising out of or in any way connected with the installation, construction, operation, maintenance or condition of the System. The City shall give Licensee timely written notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the indemnity of this section, where Licensee is not a party thereto.
- 12.2. **Indemnity Against License Challenges.** Licensee shall indemnify, save harmless and defend the City and its agents, individually and collectively from all Losses arising from the defense of any litigation brought by third parties challenging the right of the City to issue this License. The City shall give Licensee timely written notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the indemnity of this section, where Licensee is not a party thereto. Licensee shall assume the risk of, and shall relinquish any claim against the City in connection with any final, non-appealable determination by a court of competent jurisdiction that the City lacked the authority to issue this License.

12.3. **City Indemnity of Licensee.** City shall defend, indemnify and hold harmless Licensee, its affiliates, officers, agents and employees from and against any losses that may arise out of or be in any way connected with the operation of Governmental Access Channels, unless such losses are caused by the negligence, gross negligence, misconduct or other fault of Licensee, its representatives, employees or agents.

12.4. **Materiality.** This License may be revoked for failure to indemnify the City.

### 13. LETTER OF CREDIT

13.1. **Letter of Credit.** In satisfaction of the security fund requirements of the Cable Ordinance, Sec. 3-09-007-0002, as the same existed on the effective date of this License, Licensee shall provide and maintain an irrevocable letter of credit in the amount of Twenty-five Thousand Dollars (\$25,000). The letter of credit may be drawn upon in accordance with the Cable Ordinance as it existed on the effective date of this License, shall be restored by Licensee, and shall be subject to forfeiture as provided by the same. The City may require Licensee to increase the amount of the letter of credit once every three (3) years to reflect increases in the U.S. City Average of the Consumer Price Index.

13.2. **Provision of Letter of Credit.** Licensee shall file the letter of credit prior to the effective date of this License.

13.3. **Conditions of Letter of Credit.**

13.3.1. The letter of credit shall be in a form acceptable to the City and with a surety acceptable to the City.

13.3.2. The letter of credit shall remain in effect for the full term of this License plus an additional six (6) months thereafter.

13.3.3. The letter of credit shall provide for sixty (60) days prior written notice to the City before cancellation, or material alteration of the letter of credit.

13.4. **City's Duty; Licensee's Duty.**

13.4.1. The City may not unreasonably refuse to accept the letter of credit.

13.4.2. This License may be revoked if Licensee fails to maintain the required letter of credit.

13.5. **Relation to Other Obligations.**

13.5.1. The letter of credit is not in lieu of bonds or other securities that may be required in accordance with the City's normal procedures for work on public property.



**14. LIQUIDATED DAMAGES.**

14.1. **Amount.** Licensee and City agree to the following liquidated damages for the following violations. The parties agree that the liquidated damage amounts are in 2006 dollars and, upon notice from City, may be increased once every three (3) years by the increase in the U.S. City Average of the Consumer Price Index. Damages accrue from the date of the violation; provided that, nothing herein prevents Licensee from raising a defense to the imposition of liquidated damages from the date of violation based upon laches, waiver, statute of limitations, or any other similar defense.

14.1.1. For transferring this License without required approval: One Thousand Dollars (\$1,000.00)/day for each violation for each day the violation continues.

14.1.2. For failure to comply with requirements for PEG use of the System for which damages to the City are not readily ascertainable: Two Hundred Fifty Dollars (\$250.00)/day for each violation for each day the violation continues.

14.1.3. For violation of customer service standards: One Hundred Dollars (\$100.00) per violation, except that for violations of customer service standards, such as telephone answering standards, where the operator's compliance is not measured in terms of its response to individual customers, One Thousand Five Hundred Dollars (\$1,500.00) a month for any period during which Licensee fails to meet applicable performance standards; and

14.1.4. For all other material violations of this License for which actual damages may not be ascertainable: Two Hundred Fifty Dollars (\$250.00)/day for each violation for each day the violation continues.

14.2. **Imposition of Liquidated Damages.** The City may impose liquidated damages in accordance with the procedures in this Section. The City shall provide Licensee written notice describing with reasonable specificity the alleged noncompliance, and provide Licensee with an opportunity to be heard at a public meeting, to show either that a violation has not occurred or that damages should not be imposed. The written notice shall be provided at least sixty (60) days prior to any hearing on the alleged noncompliance.

14.3. **Nature of Liquidated Damages.** These sums are agreed upon as reasonable liquidated damages, developed in accordance with Arizona law, and are not penalties.

**15. REVOCATION OF LICENSE.**

The City shall have the right to terminate, revoke or shorten the term of this License for the reasons specified in the Cable Ordinance as of the effective date of this License, pursuant to the procedures specified in the Cable Ordinance. Provided that, any amendments to the Cable Ordinance shall provide the same level of due process as is provided under the procedures provided for under the Cable Ordinance as the same

existed on the effective date of this License.

## 16. RELATIONSHIP OF REMEDIES.

- 16.1. **Remedies Cumulative.** All remedies under the Cable Ordinance and this License are cumulative unless otherwise expressly stated. Remedies may be used singly or in combination, and are not in lieu of remedies available at law or equity.
- 16.2. **Relation to Insurance and Letter of Credit Requirements.** Recovery by the City of any amounts under insurance, the letter of credit, or otherwise does not limit Licensee's duty to indemnify the City in any way; nor shall such recovery relieve Licensee of its obligations under this License, limit the amounts owed to the City, or in any respect prevent the City from exercising any other right or remedy it may have, except that any amount owed shall be reduced by such recovery by City.

## 17. RIGHTS OF INDIVIDUALS PROTECTED.

- 17.1. **Respect for Property.** No cable, line, wire, amplifier, converter or other piece of equipment owned or controlled by Licensee shall be installed by Licensee inside a dwelling or other occupied structure without first securing the permission of the owner or the lawful occupant of the property involved, except in those cases where Licensee is permitted by federal or state law or regulations to install such facilities and equipment inside the structure without permission.
- 17.2. **Non-discrimination.** Licensee shall comply with all applicable laws regarding discrimination and privacy.

## 18. CONTINUITY OF SERVICE.

- 18.1. **Acquisition of System.** If the City revokes this License or this License otherwise terminates, the City shall have the following rights, in addition to the rights specified in this License or under applicable law.
- 18.1.1. The City may require the former Licensee to remove its facilities and equipment at the former Licensee's sole expense. If the former Licensee fails to do so within a reasonable period of time, the City may have the removal done at the former Licensee's and/or surety's sole expense, subject to any right of abandonment that may be provided for under applicable law.
- 18.1.2. The City may acquire ownership or effect a transfer of the System at fair market value, or, if this License is terminated or is revoked for cause in accordance with the Cable Ordinance, at an equitable price. The terms "equitable price" and "fair market value" shall be interpreted in accordance with 47 U.S.C. § 547.
- 18.2. **Effect of Abandonment.** Upon abandonment of any Licensee property, and if requested to do so by the City, Licensee shall deliver to City an instrument transferring to the City ownership of the Licensee property abandoned at no

charge, free and clear of encumbrances, and the same shall become the City's property to use or dispose of as the City sees fit.

## **19. MISCELLANEOUS PROVISIONS.**

19.1. **Governing Law.** This License shall be governed and construed in accordance with the statutes and laws of the State of Arizona.

19.2. **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 Coconino County, or, where otherwise appropriate, exclusively in the United States District Court for the District of Arizona.

19.3. **Force Majeure.** Licensee shall not be deemed in default with provisions of this License where performance was rendered impossible by war or riots, civil disturbances, floods, natural catastrophes, or other events beyond Licensee's control, provided that Licensee takes immediate and diligent steps to comply as soon as possible under the circumstances with this License without unduly endangering the health, safety and integrity of Licensee's employees or property, or the health, safety and integrity of the public, public rights-of-way, public property, or private property.

19.4. **Conflict of interest.** This agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511. The parties each represent and warrant that, to the best of their knowledge, this agreement does not pose a conflict of interest.

### **19.5. License Extension and Renewal.**

*19.5.1.* The City and Licensee may extend by mutual agreement the term of this License, and the terms and conditions of this License shall govern the extended term.

19.6. **Notices.** Notices under this Chapter shall be in writing and shall be deemed given when delivered by hand, certified mail return receipt requested, or overnight courier:

*19.6.1.* to the City at the following address:

Office of Flagstaff City Manager  
211 W Aspen Ave.  
Flagstaff, AZ 86001

*19.6.2.* to Licensee at:

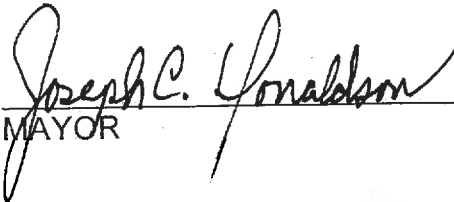
NPG Cable, Inc.  
825 Edmond Street  
St. Joseph, MO 64501  
Attn: Hank Bradley

with a courtesy copy to:

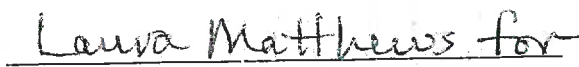
NPG Cable, Inc.  
2277 Swanson Ave, Suite B  
Lake Havasu City, AZ 86403  
Attn: Regional Manager

- 19.6.3. A party may designate other addresses for providing notice by providing notice in writing of such addresses, but each party may only designate one entity to receive notice, at an address in the City of Flagstaff. A failure to provide the courtesy copy is not a failure of notice, and shall not operate to relieve Licensee of any obligations.
- 19.7. **Calculation of Time.** Unless otherwise indicated, when the performance or doing of any act, duty, matter or payment is required hereunder and a period of time or duration for the completion thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of duration/time.
- 19.8. **Time of Essence.** In determining whether Licensee has substantially complied with this License, the parties agree that time is of the essence to this License.
- 19.9. **Captions.** The captions and headings of this License are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this License.


CITY OF FLAGSTAFF

  
MAYOR


ATTEST:

  
CITY CLERK

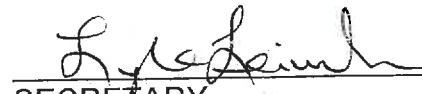
APPROVED AS TO FORM:

  
CITY ATTORNEY

NPG CABLE, INC.

  
PRESIDENT

ATTEST:

  
SECRETARY

APPROVED AS TO FORM:

  
ATTORNEY FOR NPG CABLE, INC.

)

) SS.

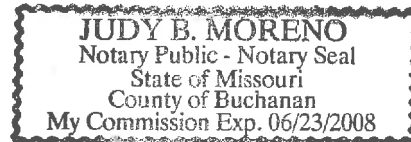
)

On this, the 4<sup>th</sup> day of January, 2007, before me the undersigned officer, personally appeared Hark Bradley and Lyle Heimkuhler who acknowledged themselves to be the PRESIDENT and SECRETARY, respectively, of NPG CABLE, INC., and that they, as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Lucy B. Meneno  
NOTARY PUBLIC

4/23/2008



)

) SS.

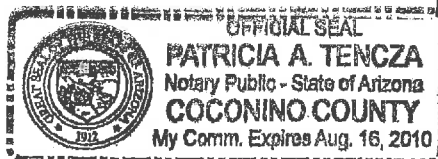
)

On this, the 5<sup>th</sup> day of February, 2007 before me the undersigned officer, personally appeared JOSEPH C. DONALDSON and MARGIE BROWN, who acknowledged themselves to be the MAYOR and CITY CLERK, respectively, of the CITY OF FLAGSTAFF, ARIZONA, a municipal corporation, and that they, as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

NOTARY PUBLIC

8/16/2010









**EXHIBIT B**  
**PEG USAGE CHANNEL TRIGGER**

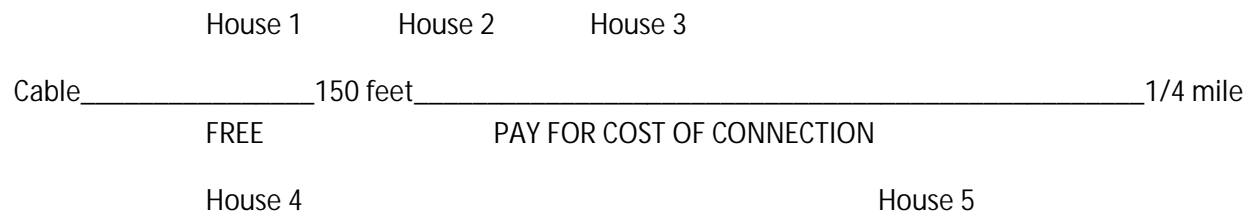
Satisfying any one of the following triggers shall entitle the City to the channel provided for under Section 7.

1. If all PEG channels are being programmed at least sixty (60) hours per week over a consecutive sixteen (16) week period.
2. If all channels designated for a particular use (*e.g., educational use*) are being programmed at least sixty (60) hours per week over a consecutive sixteen (16) week period, an additional channel shall be provided for that particular use upon request by the City.
3. If the City desires a governmental channel and there is no designated governmental channel, the City can show that there is a regular conflict over a consecutive sixteen (16) week period between programming it would carry and programming being carried on PEG channels.
4. The term "repeat program" means the running time of any program to the extent that it is shown more than four (4) times during the test period. Repeat programs are counted only to a maximum of twenty-five percent (25%) of total hours for purposes of the tests in paragraphs 1 and 2 above.





LINE EXTENSION EXAMPLE:



Standard drop of 150 feet

Density of 20 dwelling units/mile



# Channel Lineup

FLAGSTAFF, AZ -



Suddenlink - Flagstaff, AZ - Channel Line-Up		as of 3/21/2017 - <a href="http://www.suddenlink.com/tvlineup">http://www.suddenlink.com/tvlineup</a>
CH #	NETWORK NAME	Service Level
1	Suddenlink On Demand	Suddenlink On Demand
3	KTVK-IND Phoenix, AZ	Basic
4	College & University 1	Basic
5	KPHO-CBS Phoenix, AZ	Basic
6	KASW-CW Phoenix, AZ	Basic
7	KAZT-IND Phoenix, AZ	Basic
8	KAET-PBS Phoenix, AZ	Basic
9	KUTP-MNT Phoenix, AZ	Basic
10	KSAZ-FOX Phoenix, AZ	Basic
11	College & University 2	Basic
12	KPNX-NBC Phoenix, AZ	Basic
13	KFPH UniMAS Flagstaff, AZ	Basic
14	KTAZ Telemundo Phoenix, AZ	Basic
15	KNXV-ABC Phoenix, AZ	Basic
17	KTVW-Univision Phoenix, AZ	Basic
19	Home Shopping Network	Basic
20	QVC	Basic
21	The Weather Channel	Basic
22	Pac-12 Arizona	Basic
23	ESPN	Basic
24	ESPN 2	Basic
25	Fox Sports Arizona	Basic
26	TNT	Basic
27	tbs	Basic
28	USA	Basic
29	Lifetime Television	Basic
30	Lifetime Movie Network	Basic
31	Discovery Channel	Basic
32	The Learning Channel	Basic
33	Animal Planet	Basic
34	History Channel	Basic
35	Arts & Entertainment	Basic
36	American Movie Classics	Basic
37	Turner Classic Movies	Basic
38	Freeform	Basic
39	Disney	Basic
40	Sprout	Basic
41	Cartoon Network	Basic
42	Home & Garden Television	Basic
43	Food Network	Basic
44	FX	Basic
45	FXX	Basic
46	Blaze	Basic
47	Fox Sports 1	Basic
48	Syfy	Basic
49	National Geographic	Basic
50	MSNBC	Basic
51	CNBC	Basic
52	Fox News Channel	Basic
53	CNN	Basic
54	Headline News	Basic
55	C-SPAN	Basic
56	C-SPAN 2	Basic
57	NBC Sports Network	Basic
58	WE tv	Basic
59	Great American Country	Basic
61	UP	Basic
62	The Golf Channel	Basic
63	Hallmark Channel	Basic
64	Bravo	Basic
65	E! Entertainment	Basic
66	truTV	Basic
67	The Travel Channel	Basic
68	OWN	Basic
69	Trinity Broadcasting Network	Basic
70	BYU	Basic
71	EWTV	Basic
76	Investigation Discovery	Basic
84	Oxygen	Basic
85	El Rey	Basic
86	Game Show Network	Basic

87	BBC America	Basic
88	WGN America	Basic
89	AXS TV	Basic
90	Jewelry Television	Basic
92	The Tennis Channel	Basic
93	Fox Business Network	Basic
98	Velocity	Basic
99	Fox Sports Radio 1650 AM	Basic
103	KTVK-HD-IND Phoenix, AZ	HD Basic
104	College & University 1 HD	HD Basic
105	KPHO-HD-CBS Phoenix, AZ	HD Basic
106	KASW-HD-CW Phoenix, AZ	HD Basic
107	KAZT-HD IND Phoenix, AZ	HD Basic
108	KAET-HD-PBS Phoenix, AZ	HD Basic
109	KUTP-HD-MNT Phoenix, AZ	HD Basic
110	KSAZ-HD-FOX Phoenix, AZ	HD Basic
112	KPNX-HD-NBC Phoenix, AZ	HD Basic
114	KTAZ-HD-Telemundo Phoenix, AZ	HD Basic
115	KNXV-HD-ABC Phoenix, AZ	HD Basic
117	KTVW-HD-Univision Phoenix, AZ	HD Basic
120	EVINE Live	Digital Broadcast
125	Fox Sports Plus	Digital Broadcast
126	Fox Sports Plus HD	HD Basic
131	KAZT DT Me TV Phoenix, AZ	Digital Broadcast
136	KTAZ DT Exitos TV Phoenix, AZ	Digital Broadcast
139	KUTP DT Movies Phoenix, AZ	Digital Broadcast
140	KUTP DT Buzzr Phoenix, AZ	Digital Broadcast
142	KAET DT 8.2 Life Phoenix, AZ	Digital Broadcast
143	KAET DT 8.3 World Phoenix, AZ	Digital Broadcast
144	KAET DT PBS Kids	Digital Broadcast
219	Home Shopping Network HD	HD Expanded Basic
220	QVC HD	HD Expanded Basic
221	The Weather Channel HD	HD Expanded Basic
222	Pac-12 Arizona HD	HD Expanded Basic
223	ESPN HD	HD Expanded Basic
224	ESPN 2 HD	HD Expanded Basic
225	Fox Sports Arizona HD	HD Expanded Basic
226	TNT HD	HD Expanded Basic
227	tbs HD	HD Expanded Basic
228	USA HD	HD Expanded Basic
229	Lifetime HD	HD Expanded Basic
230	Lifetime Movie Network HD	HD Expanded Basic
231	Discovery Channel HD	HD Expanded Basic
232	The Learning Channel HD	HD Expanded Basic
233	Animal Planet HD	HD Expanded Basic
234	History HD	HD Expanded Basic
235	Arts & Entertainment HD	HD Expanded Basic
236	AMC HD	HD Expanded Basic
237	Turner Classic Movies HD	HD Expanded Basic
238	Freeform HD	HD Expanded Basic
239	Disney HD	HD Expanded Basic
240	Sprout HD	HD Expanded Basic
241	Cartoon Network HD	HD Expanded Basic
242	Home & Garden Television HD	HD Expanded Basic
243	Food Network HD	HD Expanded Basic
244	FX HD	HD Expanded Basic
245	FXX HD	HD Expanded Basic
246	Blaze HD	HD Expanded Basic
247	Fox Sports 1 HD	HD Expanded Basic
248	Syfy HD	HD Expanded Basic
249	National Geographic HD	HD Expanded Basic
250	MSNBC HD	HD Expanded Basic
251	CNBC HD	HD Expanded Basic
252	Fox News Channel HD	HD Expanded Basic
253	CNN HD	HD Expanded Basic
254	Headline News HD	HD Expanded Basic
257	NBC Sports Network HD	HD Expanded Basic
258	WE tv HD	HD Expanded Basic
261	UP HD	HD Expanded Basic
262	The Golf Channel HD	HD Expanded Basic
263	Hallmark Channel HD	HD Expanded Basic
264	Bravo HD	HD Expanded Basic
265	E! Entertainment HD	HD Expanded Basic
266	tru TV HD	HD Expanded Basic
267	The Travel Channel HD	HD Expanded Basic
268	OWN HD	HD Expanded Basic
276	Investigation Discovery HD	HD Expanded Basic
284	Oxygen HD	HD Expanded Basic

286	Game Show Network HD	HD Expanded Basic
287	BBC America HD	HD Expanded Basic
288	WGN HD	HD Expanded Basic
289	AXS TV	HD Expanded Basic
290	Jewelry Television - Drop dual map	Digital Broadcast
292	The Tennis Channel HD	HD Expanded Basic
293	Fox Business Network HD	HD Expanded Basic
298	Velocity	HD Expanded Basic
301	Disney XD	Digital Family Tier
302	Discovery Family Channel	Digital Family Tier
307	Boomerang	Digital Family Tier
308	Disney Junior	Digital Family Tier
309	BabyFirst	Digital Family Tier
311	Destination America	Digital Family Tier
315	The Science Channel	Digital Family Tier
316	American Heroes Channel	Digital Family Tier
319	Viceland	Digital Family Tier
320	fyi	Digital Family Tier
322	Do-it-Yourself	Digital Family Tier
323	The Cooking Channel	Digital Family Tier
326	Crime and Investigation	Digital Family Tier
327	Military History Channel	Digital Family Tier
328	Smithsonian Channel	Digital Family Tier
334	comedy.tv	Digital Family Tier
337	TV One	Digital Family Tier
338	Aspire	Digital Family Tier
340	Chiller	Digital Family Tier
344	NBC Universo	Digital Family Tier
350	Lifetime Real Women	Digital Family Tier
353	RLTV (Retirement Living TV)	Digital Family Tier
363	Family Net	Digital Family Tier
365	INSP	Digital Family Tier
370	RFD TV	Digital Family Tier
388	Fuse	Digital Family Tier
393	Revolt	Digital Family Tier
401	Disney XD HD	HD Digital Family Tier
402	Discovery Family Channel HD	HD Digital Family Tier
411	Destination America HD	HD Digital Family Tier
415	The Science Channel HD	HD Digital Family Tier
419	Viceland HD	HD Digital Family Tier
420	fyi HD	HD Digital Family Tier
488	Fuse HD	HD Digital Family Tier
498	Universal HD	HD Digital Family Tier
501	ESPN Classic	Digital Sports & Information
502	ESPNNews	Digital Sports & Information
503	ESPN U	Digital Sports & Information
506	Fox Sports 2	Digital Sports & Information
508	Fox Deportes	Digital Sports & Information
509	Fox College Sports Atlantic	Digital Sports & Information
510	Fox College Sports Central	Digital Sports & Information
511	Fox College Sports Pacific	Digital Sports & Information
512	CBS Sports Network	Digital Sports & Information
513	Outdoor Channel	Digital Sports & Information
514	The Sportsman Channel	Digital Sports & Information
518	Discovery Life Channel	Digital Sports & Information
520	Bloomberg	Digital Sports & Information
521	NFL Network	Digital Family Tier
521	NFL Network	Digital Sports & Information
525	Big Ten	Digital Sports & Information
529	Univision Deportes	Digital Sports & Information
528	i24	Digital Sports & Information
530	Gol TV	Digital Sports & Information
531	Pac-12 Network	Digital Sports & Information
533	Pac-12 Bay Area	Digital Sports & Information
538	SEC Network	Digital Sports & Information
539	SEC Overflow	Digital Sports & Information
541	ESPN Goal Line / Buzzer Beater	Digital Sports & Information
542	BBC World News	Digital Sports & Information
543	NFL Red Zone HD	Sports Plus Tier
544	Fantasy Sports Network HD	Sports Plus Tier
545	Fight Network HD	Sports Plus Tier
546	MavTV HD	Sports Plus Tier
548	One World Sports HD	Sports Plus Tier
549	World Fishing Network HD	Sports Plus Tier
550	Outside TV HD	Sports Plus Tier
552	ESPNNews HD	HD Digital Sports & Info Tier
553	ESPN U HD	HD Digital Sports & Info Tier
556	Fox Sports 2 HD	HD Digital Sports & Info Tier

562	CBS Sports Network HD	HD Digital Sports & Info Tier
563	Outdoor Channel HD	HD Digital Sports & Info Tier
564	The Sportsman Channel HD	HD Digital Sports & Info Tier
571	NFL Network HD	HD Digital Family Tier
571	NFL Network HD	HD Digital Sports & Info Tier
575	Big Ten HD	HD Digital Sports & Info Tier
578	i24 HD	HD Digital Sports & Info Tier
580	Gol TV HD	HD Digital Sports & Info Tier
581	Pac-12 Network HD	HD Digital Sports & Info Tier
588	SEC Network HD	HD Digital Sports & Info Tier
591	ESPN Goal Line / Buzzer Beater HD	HD Digital Sports & Info Tier
598	NFL Red Zone	Sports Plus Tier
599	NFL Red Zone HD	Sports Plus Tier
607	STARZ ENCORE West	Digital Movie Tier
608	STARZ ENCORE Action West	Digital Movie Tier
609	STARZ ENCORE Classic West	Digital Movie Tier
610	STARZ ENCORE Westerns West	Digital Movie Tier
611	STARZ ENCORE Suspense West	Digital Movie Tier
612	STARZ ENCORE Black West	Digital Movie Tier
616	IFC	Digital Movie Tier
617	SundanceTV West	Digital Movie Tier
619	FX Movie Channel	Digital Movie Tier
622	Hallmark Movies & Mysteries	Digital Movie Tier
623	MGM	Digital Movie Tier
624	Sony Movies	Digital Movie Tier
626	STARZ ENCORE HD West	HD Digital Movie Tier
631	IFC HD	HD Digital Movie Tier
637	Hallmark Movies & Mysteries HD	HD Digital Movie Tier
638	MGM	HD Digital Movie Tier
639	Sony Movies	HD Digital Movie Tier
651	HBO HD West	HD Premium
652	HBO2 West HD	HD Premium
654	HBO HD Family West	HD Premium
668	HBO West	Digital Premium
669	HBO2 West	Digital Premium
670	HBO Signature West	Digital Premium
671	HBO Family West	Digital Premium
672	HBO Comedy West	Digital Premium
673	HBO Zone West	Digital Premium
681	Cinemax HD West	HD Premium
690	MovieMAX	Digital Premium
691	5StarMAX East	Digital Premium
692	OuterMAX East	Digital Premium
693	Cinemax	Digital Premium
694	Cinemax West	Digital Premium
695	More Max West	Digital Premium
697	Thriller Max West	Digital Premium
709	Showtime HD West	HD Premium
719	Showtime West	Digital Premium
720	Showtime 2 West	Digital Premium
721	Showtime Showcase West	Digital Premium
722	Showtime Extreme West	Digital Premium
731	The Movie Channel HD West	HD Premium
738	The Movie Channel West	Digital Premium
739	The Movie Channel Xtra West	Digital Premium
751	STARZ HD West	HD Premium
767	STARZ West	Digital Premium
768	STARZ Edge West	Digital Premium
769	STARZ in Black West	Digital Premium
770	STARZ Kids & Family West	Digital Premium
771	STARZ Cinema West	Digital Premium
776	STARZ ENCORE HD West	HD Premium
792	STARZ ENCORE West	Digital Premium
793	STARZ ENCORE Action West	Digital Premium
794	STARZ ENCORE Classic West	Digital Premium
795	STARZ ENCORE Westerns West	Digital Premium
796	STARZ ENCORE Suspense West	Digital Premium
797	STARZ ENCORE Black West	Digital Premium
870	iNDEMAND HD 1	HD PPV
871	iN DEMAND 1	Digital PPV
872	iN DEMAND 2	Digital PPV
882	Bang U	Digital PPV
886	Brazzers	Digital PPV
901	MC - Hit List	Digital Music
902	MC - Max	Digital Music
903	MC - Dance/EDM	Digital Music
904	MC - Indie	Digital Music
905	MC - Hip Hop and R&B	Digital Music

906	MC - Rap	Digital Music
907	MC - Hip-Hop Classics	Digital Music
908	MC - Throwback Jamz	Digital Music
909	MC - R & B Classics	Digital Music
910	MC - R&B Soul	Digital Music
911	MC - Gospel	Digital Music
912	MC - Reggae	Digital Music
913	MC - Rock	Digital Music
914	MC - Metal	Digital Music
915	MC - Alternative	Digital Music
916	MC - Adult Alternative	Digital Music
917	MC - Rock Hits	Digital Music
918	MC - Classic Rock	Digital Music
919	MC - Soft Rock	Digital Music
920	MC - Love Songs	Digital Music
921	MC - Pop Hits	Digital Music
922	MC - Party Favorites	Digital Music
923	MC - Teen Beats	Digital Music
924	MC - Kids Only!	Digital Music
925	MC - Toddler Tunes	Digital Music
926	MC - Y2K	Digital Music
927	MC - 90s	Digital Music
928	MC - 80's	Digital Music
929	MC - 70's	Digital Music
930	MC - Solid Gold Oldies	Digital Music
931	MC - Pop & Country	Digital Music
932	MC - Today's Country	Digital Music
933	MC - Country Hits	Digital Music
934	MC - Classic Country	Digital Music
935	MC - Contemporary Christian	Digital Music
936	MC - Pop Latino	Digital Music
937	MC - Musica Urbana	Digital Music
938	MC - Mexicana	Digital Music
939	MC - Tropicales	Digital Music
940	MC - Romances	Digital Music
941	MC - Sounds of the Seasons	Digital Music
942	MC - Stage & Screen	Digital Music
943	MC - Soundscapes	Digital Music
944	MC - Smooth Jazz	Digital Music
945	MC - Jazz	Digital Music
946	MC - Blues	Digital Music
947	MC - Singers & Swing	Digital Music
948	MC - Easy Listening	Digital Music
949	MC - Classical Masterpieces	Digital Music
950	MC - Light Classical	Digital Music
999	Adult On Demand	Adult On Demand
999	A&E On Demand	Free On Demand
999	ABC Primetime On Demand	Free On Demand
999	AMC On Demand	Free On Demand
999	AXS TV On Demand	Free On Demand
999	Anime Free Preview On Demand	Free On Demand
999	Bravo On Demand	Free On Demand
999	CBS Primetime on Demand	Free On Demand
999	CNN On Demand	Free On Demand
999	Cartoon Network On Demand	Free On Demand
999	Discovery Networks On Demand	Free On Demand
999	Disney On Demand	Free On Demand
999	ESPN On Demand	Free On Demand
999	FX On Demand	Free On Demand
999	Food Network On Demand	Free On Demand
999	Fox Prime Time On Demand	Free On Demand
999	Fox Sports 1 On Demand	Free On Demand
999	Freeform On Demand	Free On Demand
999	Fuse On Demand	Free On Demand
999	HGTV/Home and Garden On Demand	Free On Demand
999	Health Info On Demand	Free On Demand
999	History On Demand	Free On Demand
999	IFC On Demand	Free On Demand
999	Karaoke Free Preview On Demand	Free On Demand
999	Kids Unlimited On Demand	Free On Demand
999	Lifetime On Demand	Free On Demand
999	Mag Rack On Demand	Free On Demand
999	Music Choice On Demand	Free On Demand
999	NBC Primetime on Demand	Free On Demand
999	NFL Network On Demand	Free On Demand
999	National Geographic On Demand	Free On Demand
999	On Demand Previews	Free On Demand
999	Outdoor Channel On Demand	Free On Demand



999	PAC-12 Network On Demand	Free On Demand
999	SyFy on Demand	Free On Demand
999	TNT On Demand	Free On Demand
999	The Travel Channel On Demand	Free On Demand
999	The Weather Channel On Demand	Free On Demand
999	USA on Demand	Free On Demand
999	WE On Demand	Free On Demand
999	tbs On Demand	Free On Demand
999	IFC in Theaters	Movies On Demand
999	Movies On Demand	Movies On Demand
999	Cinemax On Demand	Premium On Demand
999	HBO On Demand	Premium On Demand
999	STARZ ENCORE On Demand	Premium On Demand
999	STARZ On Demand	Premium On Demand
999	Showtime On Demand	Premium On Demand
999	Anime On Demand	Subscription On Demand
999	Disney Family Movies On Demand	Subscription On Demand
999	Karaoke Unlimited On Demand	Subscription On Demand
999	Suddenlink On Demand	Suddenlink On Demand



# Channel Lineup

FLAGSTAFF, AZ - EFFECTIVE APRIL 17, 2017



SL200								
Old	New	Channel	Old	New	Channel	Old	New	Channel
3	3	KTVK-IND Phoenix, AZ	107	7	KAZT-HD IND Phoenix, AZ	902	902	MC - Max
4	4	College & University 1	108	8	KAET-HD-PBS Phoenix, AZ	903	903	MC - Dance/EDM
5	5	KPHO-CBS Phoenix, AZ	109	9	KUTP-HD-MNT Phoenix, AZ	904	904	MC - Indie
6	6	KASW-CW Phoenix, AZ	110	10	KSAZ-HD-FOX Phoenix, AZ	905	905	MC - Hip Hop and R&B
7	7	KAZT-IND Phoenix, AZ	112	12	KPNX-HD-NBC Phoenix, AZ	906	906	MC - Rap
8	8	KAET-PBS Phoenix, AZ	114	14	KTAZ-HD-Telemundo Phoenix, AZ	907	907	MC - Hip-Hop Classics
9	9	KUTP-MNT Phoenix, AZ	115	15	KNXV-HD-ABC Phoenix, AZ	908	908	MC - Throwback Jamz
10	10	KSAZ-FOX Phoenix, AZ	117	17	KTVW-HD-Univision Phoenix, AZ	909	909	MC - R & B Classics
11	11	College & University 2	120	20	EVINE Live	910	910	MC - R&B Soul
12	12	KPNX-NBC Phoenix, AZ	125	39	Fox Sports Plus	911	911	MC - Gospel
13	13	KFPH UniMAS Flagstaff, AZ	126	39	Fox Sports Plus HD	912	912	MC - Reggae
14	14	KTAZ Telemundo Phoenix, AZ	131	131	KAZT DT Me TV Phoenix, AZ	913	913	MC - Rock
15	15	KNXV-ABC Phoenix, AZ	136	136	KTAZ DT Exitos TV Phoenix, AZ	914	914	MC - Metal
17	17	KTVW-Univision Phoenix, AZ	139	139	KUTP DT Movies Phoenix, AZ	915	915	MC - Alternative
19	29	Home Shopping Network	140	140	KUTP DT Buzzr Phoenix, AZ	916	916	MC - Adult Alternative
20	28	QVC	142	142	KAET DT 8.2 Life Phoenix, AZ	917	917	MC - Rock Hits
21	25	The Weather Channel	143	143	KAET DT 8.3 World Phoenix, AZ	918	918	MC - Classic Rock
22	42	Pac-12 Arizona	144	144	KAET DT PBS Kids	919	919	MC - Soft Rock
23	35	ESPN	219	29	Home Shopping Network HD	920	920	MC - Love Songs
24	36	ESPN 2	220	28	QVC HD	921	921	MC - Pop Hits
25	38	Fox Sports Arizona	221	25	The Weather Channel HD	922	922	MC - Party Favorites
26	34	TNT	222	42	Pac-12 Arizona HD	923	923	MC - Teen Beats
27	33	tbs	223	35	ESPN HD	924	924	MC - Kids Only!
28	55	USA	224	36	ESPN 2 HD	925	925	MC - Toddler Tunes
29	30	Lifetime Television	225	38	Fox Sports Arizona HD	926	926	MC - Y2K
30	31	Lifetime Movie Network	226	34	TNT HD	927	927	MC - 90s
31	60	Discovery Channel	227	33	tbs HD	928	928	MC - 80's
32	61	The Learning Channel	228	55	USA HD	929	929	MC - 70's
33	68	Animal Planet	229	30	Lifetime HD	930	930	MC - Solid Gold Oldies
34	59	History Channel	230	31	Lifetime Movie Network HD	931	931	MC - Pop & Country
35	58	Arts & Entertainment	231	60	Discovery Channel HD	932	932	MC - Today's Country
36	74	American Movie Classics	232	61	The Learning Channel HD	933	933	MC - Country Hits
37	75	Turner Classic Movies	233	68	Animal Planet HD	934	934	MC - Classic Country
38	63	Freeform	234	59	History HD	935	935	MC - Contemporary Christian
39	64	Disney	235	58	Arts & Entertainment HD	936	936	MC - Pop Latino
40	65	Sprout	236	74	AMC HD	937	937	MC - Musica Urbana
41	66	Cartoon Network	237	75	Turner Classic Movies HD	938	938	MC - Mexicana
42	69	Home & Garden Television	238	63	Freeform HD	939	939	MC - Tropicales
43	70	Food Network	239	64	Disney HD	940	940	MC - Romances
44	56	FX	240	65	Sprout HD	941	941	MC - Sounds of the Seasons
45	57	FXX	241	66	Cartoon Network HD	942	942	MC - Stage & Screen
46	49	Blaze	242	69	Home & Garden Television HD	943	943	MC - Soundscapes
47	37	Fox Sports 1	243	70	Food Network HD	944	944	MC - Smooth Jazz
48	82	Syfy	244	56	FX HD	945	945	MC - Jazz
49	62	National Geographic	245	57	FXX HD	946	946	MC - Blues
50	53	MSNBC	246	49	Blaze HD	947	947	MC - Singers & Swing
51	52	CNBC	247	37	Fox Sports 1 HD	948	948	MC - Easy Listening
52	48	Fox News Channel	248	82	Syfy HD	949	949	MC - Classical Masterpieces
53	50	CNN	249	62	National Geographic HD	950	950	MC - Light Classical
54	51	Headline News	250	53	MSNBC HD	90/290	19	Jewelry Television
55	26	C-SPAN	251	52	CNBC HD	NEW	21	BYU HD
56	27	C-SPAN 2	252	48	Fox News Channel HD	NEW	24	EWTVN Espanol
57	43	NBC Sports Network	253	50	CNN HD	NEW	26	C-SPAN HD
58	80	WE tv	254	51	Headline News HD	NEW	90	Great American Country HD
59	90	Great American Country	257	43	NBC Sports Network HD	NEW	95	Galavision
61	84	UP	258	80	WE tv HD	NEW	200	EPL Extra Time 1
62	44	The Golf Channel	261	84	UP HD	NEW	201	EPL Extra Time 2
63	71	Hallmark Channel	262	44	The Golf Channel HD	NEW	202	EPL Extra Time 3
64	76	Bravo	263	71	Hallmark Channel HD	NEW	203	EPL Extra Time 4
65	77	E! Entertainment	264	76	Bravo HD	NEW	204	EPL Extra Time 5
66	32	truTV	265	77	E! Entertainment HD	NEW	205	EPL Extra Time 6
67	81	The Travel Channel	266	32	tru TV HD	NEW	206	EPL Extra Time 7
68	78	OWN	267	81	The Travel Channel HD			
69	22	Trinity Broadcasting Network	268	78	OWN HD			
70	21	BYU	276	73	Investigation Discovery HD			
71	23	EWTVN	284	79	Oxygen HD			
76	73	Investigation Discovery	286	86	Game Show Network HD			
84	79	Oxygen	287	54	BBC America HD			
85	93	El Rey	288	85	WGN HD			
86	86	Game Show Network	289	88	AXS TV SD			
87	54	BBC America	292	46	The Tennis Channel HD			
88	85	WGN America	293	47	Fox Business Network HD			
89	88	AXS TV HD	298	89	Velocity HD			
92	46	The Tennis Channel	365	96	INSP			
93	47	Fox Business Network	513	91	Outdoor Channel			
98	89	Velocity SD	563	91	Outdoor Channel HD			
99	99	Fox Sports Radio 1650 AM	637	72	Hallmark Movies & Mysteries HD			
103	3	KTVK-HD-IND Phoenix,AZ	870	989	iNDEMAND HD 1			
104	4	College & University 1 HD	871	988	iN DEMAND 1			
105	5	KPHO-HD-CBS Phoenix, AZ	872	987	iN DEMAND 2			
106	6	KASW-HD-CW Phoenix, AZ	901	901	MC - Hit List			

TUNE TO CHANNEL 1  
TO ACCESS VOD  
SEE GUIDE FOR DETAILS



SL200 - Video On Demand		
A&E On Demand	Fox Prime Time On Demand	National Geographic On Demand
ABC Primetime On Demand	Fox Sports 1 On Demand	NBC Primetime on Demand
AMC On Demand	Freeform On Demand	NFL Network On Demand
Anime Free Preview On Demand	Fuse On Demand	On Demand Previews
AXS TV On Demand	FX On Demand	Outdoor Channel On Demand
Bravo On Demand	Health Info On Demand	Syfy On Demand
Cartoon Network On Demand	HGTV/Home and Garden On Demand	tbs On Demand
CBS Primetime on Demand	History On Demand	The Travel Channel On Demand
CNN On Demand	IFC On Demand	The Weather Channel On Demand
Discovery Networks On Demand	Karaoke Free Preview On Demand	TNT On Demand
Disney On Demand	Kids Unlimited On Demand	USA on Demand
ESPN On Demand	Lifetime On Demand	WE On Demand
Food Network On Demand	Music Choice On Demand	





SL300

Old	New	Channel	Old	New	Channel	Old	New	Channel
	1	<b>FAMILY PACKAGE</b>	NEW	317	Smithsonian Channel HD	571	400	NFL Network HD
301	300	Kids Unlimited On Demand	NEW	338	TV One HD	575	414	Big Ten HD
302	302	Disney XD	NEW	368	The Word Network	578	441	i24 HD
307	303	Discovery Family Channel	NEW	370	Three Angels Broadcasting	580	431	Gol TV HD
308	303	Boomerang	NEW	371	Daystar	581	421	Pac-12 Network HD
308	301	Disney Junior	NEW	379	C-SPAN 3	588	415	SEC Network HD
309	304	BabyFirst			<b>SPORTS &amp; INFO PACKAGE</b>	591	408	ESPN Goal Line / Buzzer Beater HD
311	310	Destination America		1	Pac-12 On Demand	NEW	416	SEC Overflow HD
315	312	The Science Channel	501	405	ESPN Classic	NEW	422	Pac-12 Arizona HD
316	313	American Heroes Channel	502	406	ESPNNews	NEW	423	PAC-12 Bay Area HD
319	314	Viceland	503	407	ESPN U	NEW	424	Pac-12 Los Angeles HD
320	322	fyi	506	410	Fox Sports 2	NEW	425	Pac-12 Mountain HD
322	323	Do-it-Yourself	508	429	Fox Deportes	NEW	426	Pac-12 Oregon HD
323	324	The Cooking Channel	509	418	Fox College Sports Atlantic	NEW	427	Pac-12 Washington HD
326	315	Crime and Investigation	510	419	Fox College Sports Central	NEW	434	TVG
327	316	Military History Channel	511	420	Fox College Sports Pacific			<b>MOVIE PACKAGE</b>
328	317	Smithsonian Channel	512	412	CBS Sports Network		1	Movies On Demand
334	326	comedy.tv	514	433	The Sportsman Channel		1	IFC in Theaters
337	338	TV One	518	440	Discovery Life Channel	607	500	STARZ ENCORE West
338	321	Aspire	520	443	Bloomberg	608	501	STARZ ENCORE Action West
340	319	Chiller	521	400	NFL Network	609	502	STARZ ENCORE Classic West
344	348	NBC Universo	525	414	Big Ten	610	503	STARZ ENCORE Westerns West
350	320	Lifetime Real Women	528	441	i24	611	504	STARZ ENCORE Suspense West
353	327	RLTV (Retirement Living TV)	529	430	Univision Deportes	612	505	STARZ ENCORE Black West
363	365	Family Net	530	431	Gol TV	616	511	IFC
370	376	RFD TV	531	421	Pac-12 Network	617	512	SundanceTV West
388	386	Fuse	533	423	Pac-12 Bay Area	619	514	FX Movie Channel
393	390	Revolt	538	415	SEC Network	622	72	Hallmark Movies & Mysteries
401	300	Disney XD HD	539	416	SEC Overflow	623	517	MGM SD
402	302	Discovery Family Channel HD	541	408	ESPN Goal Line / Buzzer Beater	624	518	Sony Movies SD
411	310	Destination America HD	542	442	BBC World News	626	500	STARZ ENCORE HD West
415	312	The Science Channel HD	552	406	ESPNNews HD	631	511	IFC HD
419	314	Viceland HD	553	407	ESPN U HD	638	517	MGM HD
420	322	fyi HD	556	410	Fox Sports 2 HD	639	518	Sony Movies HD
488	386	Fuse HD	562	412	CBS Sports Network HD	NEW	506	Starz Encore Family West
498	350	Universal HD	564	433	The Sportsman Channel HD	NEW	507	Starz Encore Espanol East
521	400	NFL Network	571	400	NFL Network HD	NEW	512	Sundance TV East HD

MI CONEXION

Old	New	Channel	Old	New	Channel	Old	New	Channel
NEW	600	ESPN Deportes	NEW	612	Sorpresa	NEW	623	Altavision
NEW	601	Fox Deportes	NEW	613	EWTN Espanol	NEW	624	NBC Universo
NEW	602	CNN en Espanol	NEW	614	TBN Enlace USA	NEW	626	UniMAS
NEW	603	History Channel en Espanol	NEW	615	CineLatino	NEW	628	Cartoon Network Espanol
NEW	604	Discovery en Espanol	NEW	616	Cine Mexicano	NEW	631	Univision Deportes
NEW	605	SUR	NEW	617	De Pelicula	NEW	632	Foro TV
NEW	606	TV Chile	NEW	618	De Pelicula Clasico	NEW	633	tiNovelas
NEW	607	Tele N	NEW	619	Bandamax	NEW	634	HBO Latino West HD*
NEW	609	Boomerang SAP	NEW	620	Ritmoson	NEW	635	Cinemax HD EAST*
NEW	610	Disney XD en Espanol	NEW	621	Telehit			
NEW	611	Discovery Familia	NEW	622	Video Rola			

PREMIUM CHANNELS

HBO			CINEMAX			SHOWTIME			starz		
Old	New	Channel	Old	New	Channel	Old	New	Channel	Old	New	Channel
	1	HBO On Demand		1	Cinemax On Demand		1	Showtime On Demand		1	STARZ On Demand
651	550	HBO HD West	681	557	Cinemax HD West	709	565	Showtime HD West	751	576	STARZ HD West
652	551	HBO2 West HD	690	561	MovieMAX	719	565	Showtime West	767	576	STARZ West
654	553	HBO HD Family West	691	562	5StarMAX East	720	566	Showtime 2 West	768	577	STARZ Edge West
668	550	HBO West	692	563	OuterMAX East	721	567	Showtime Showcase West	769	578	STARZ in Black West
669	551	HBO2 West	693	564	Cinemax	722	568	Showtime Extreme West	770	579	STARZ Kids & Family West
670	552	HBO Signature West	694	557	Cinemax West	731	573	The Movie Channel HD West	771	580	STARZ Cinema West
671	553	HBO Family West	695	558	More Max West	738	573	The Movie Channel West	776	582	STARZ ENCORE HD West
672	554	HBO Comedy West	697	560	Thriller Max West	739	574	The Movie Channel Xtra West	792	582	STARZ ENCORE West
673	555	HBO Zone West	NEW	559	Action Max West	NEW	566	Showtime 2 West HD	793	583	STARZ ENCORE Action West
NEW	552	HBO Signature West HD	NEW	564	Cinemax HD EAST	NEW	567	Showtime Showcase West HD	794	584	STARZ ENCORE Classic West
NEW	554	HBO Comedy West HD				NEW	569	Showtime Beyond West	795	585	STARZ ENCORE Westerns West
NEW	556	HBO Latino West HD				NEW	570	Showtime Next West	796	586	STARZ ENCORE Suspense West
						NEW	571	Showtime Family West	797	587	STARZ ENCORE Black West
						NEW	572	Showtime Women West	NEW	579	Starz Kids & Family EAST HD
						NEW	575	Flix West	NEW	580	Starz Cinema EAST HD
									NEW	581	Starz! Comedy EAST HD
									NEW	581	Starz! Comedy West
									NEW	588	Encore Family West
									NEW	589	Encore Espanol East

SPORTS PLUS

Old	New	Channel
543	401	NFL Red Zone HD
544	451	Fantasy Sports Network HD
545	452	Fight Network HD
546	453	MavTV HD
548	455	One World Sports HD
549	456	World Fishing Network HD
550	457	Outside TV HD
598	401	NFL Red Zone
599	450	NFL Red Zone HD

SUBSCRIPTION SERVICES

Old	New	Channel
	1	Disney Family Movies On Demand
	1	Anime On Demand
	1	Karaoke Unlimited On Demand

NEW CHANNELS NOW AVAILABLE!

BYU HD	De Pelicula	Great American Country	Pac-12 Washington HD	EAST HD	Three Angels Broadcasting
Action Max West	De Pelicula Clasico	HD	Ritmoson	Starz Encore Espanol	tiNovelas
Altavision	Discovery en Espanol	HBO Comedy West HD	SEC Overflow HD	East	TV Chile
Bandamax	Discovery Familia	HBO Latino West HD	Showtime 2 West HD	Starz Encore Family West	TV One HD
Boomerang SAP	Disney XD en Espanol	HBO Signature West	Showtime Beyond West	Starz Kids & Family	TVG
Cartoon Network	Encore Espanol East	HD	Showtime Family West	EAST HD	UniMAS
Espanol	Encore Family West	History Channel en	Showtime Next West	Starz! Comedy EAST HD	Univision Deportes
Cine Mexicano	EPL Extra Time 1 - 7	Espanol	Showtime Showcase	Starz! Comedy West	Video Rola
CineLatino	ESPN Deportes	NBC Universo	West HD	Sundance TV East HD	
Cinemax HD EAST	EWTN Espanol	Pac-12 Arizona HD	Showtime Women West	SUR	
CNN en Espanol	Flix West	PAC-12 Bay Area HD	Smithsonian Channel	TBN Enlace USA	
C-SPAN 3	Foro TV	Pac-12 Los Angeles HD	HD	Tele N	
C-SPAN HD	Fox Deportes	Pac-12 Mountain HD	Sorpresa	Telehit	
Daystar	Galavision	Pac-12 Oregon HD	Starz Cinema	The Word Network	

\* Monthly subscription to premium channel required.  
\*\* Lineup is subject to change.

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## CHAPTER 13-15 WORK IN PUBLIC RIGHTS-OF-WAY AND EASEMENTS

### Sections:

13-15-001 Permit Requirements

13-15-001-0001 Permit Requirements

13-15-002 Project Clean-Up Requirements

13-15-002-0001 Project Clean-up Requirements

### **13-15-001 Permit Requirements**

#### **13-15-001-0001 Permit Requirements**

A. This permit is for the time period indicated. Should the permittee be unable to complete the work in the specified time (adverse weather conditions excepted), the permittee shall make application to the City of Flagstaff for a time extension and pay to the City an amount equal to 50% of the original permit fees.

B. All work permitted shall be done at no expense to the City of Flagstaff, and the permittee shall indemnify, defend, and hold harmless the City of Flagstaff from and against any and all liability or responsibility for any accident, loss, damage to persons or property, or expenses (including reasonable attorney fees and court costs), arising from and/or occurring as a result of any death, bodily injury, personal injury, or property damage of any kind or description that may directly or indirectly related to or stem from any work or activities under the terms of this permit. In essence, permittee shall assume all said liabilities and/or responsibilities and protect and/or restore all property both public and private damaged as a result of the activities of the permittee, its agents, employees, or contractor. Prior to the issuance of a permit, the permittee shall provide the City of Flagstaff with one (1) copy of a Certificate of Commercial General Liability Insurance naming the City as an additional insured. The minimum limits of coverage shall be those currently required by the City of Flagstaff Risk Management Section. This insurance shall in no way limit the extent or enforcement of the above listed hold harmless agreement.

C. The permittee shall adhere to all Federal, State, and local laws, ordinances, and regulations.

D. All permitted work shall be performed in accordance with the requirements of the City Engineer, the Uniform Standard Specifications for Public Works Constructions (MAG Specifications), City of Flagstaff Addendum to MAG, Flagstaff City Code, Title 13, Engineering Design Construction Standards and Specifications, Uniform Standard Details for Public Works Construction (MAG Details), and the City of Flagstaff Stormwater Design Manual; and the approved plans, construction schedules, and traffic control plans submitted with the application for permit.

E. Where a proposed underground utility is installed under an asphaltic or Portland cement concrete surfaced roadway, the installation shall be made by boring or jacking beneath the road surface. Pavement cuts are permitted only when:

1. Physical constraints such as bedrock or indeterminable infrastructure prevent boring or jacking

2. An unsuccessful attempt has been made to bore or jack the installation
3. Connection to an existing utility located beneath the paved portion of the roadway is necessary
4. Right-of-way limits do not accommodate a boring operation
5. Boring will result in an inordinate cost when compared to an open cut (two times the cost as demonstrated by an engineer's estimate or actual construction bid)
6. The surface of the roadway is in a badly deteriorated condition such that a pavement cut will not detract from the integrity of the surface, as determined by the City Engineer.

F. When trenching is necessary and permanent, pavement patch is not practicable, temporary trench pavement shall consist of UPMTM (Unique Paving Material), HPTM United Metro or approved equal. In lieu of placing UPM, the permittee may elect to completely backfill the trench to within 2 inches of the finish trench grade with non-Shrink Slurry backfill conforming to Flagstaff City Code, Title 13, Engineering Design and Construction Standards and Specifications, Section 13-09-006-0003. The final 2 inches shall be MAG Class C concrete.

G. Permittees shall submit to the City for approval: 1) for small private development projects, two copies of the construction plans. The City Engineer may waive this requirement for minor work, in which case the applicant shall submit two (2) copies of a sketch that depicts in suitable detail the proposed work. 2) For work in public rights-of-way that requires the restriction of traffic or closure of public streets, the permittee shall submit two (2) copies of a traffic control plan conforming to the requirements of Flagstaff City Code, Title 13, Engineering Design and Construction Standards and Specifications, Sections 13-06-003 "Review", 13-06-005 "Format", and 13-06-006 "Drafting Standards Format". The plan shall depict the control of public traffic through the work area. All barricades, lights and other traffic control devices shall be in accordance with the MUTCD. The City Engineer may suspend this requirement for minor work.

H. Streets or alley shall not be closed without written authorization of the City Engineer.

J. Should blasting be required, an additional permit shall be obtained from the City of Flagstaff Fire Department.

K. The permittee shall notify the City of Flagstaff Engineering Section (928) 779-7650 on the working day immediately preceding the date work will commence, or recommence after a stoppage.

L. The permittee shall fully conform to the requirements of A.R.S. Section 40-360.21, et seq. (Blue Stake requirements, call 1-800-STAKE-IT).

M. The permittee shall fully conform to the requirements of A.R.S. § 40-360.21, restrictions for working near over power lines.

N. The permittee shall be fully responsible for all work performed under this permit, including, but not limited to, workmanship and worksite cleanup as specified in Title 13, City of Flagstaff Engineering Design and Construction Standards and Specifications, Section 13-15-002.

- O. All work permitted herein shall be guaranteed against all defects in material and workmanship for one year from the date it is accepted by the City Engineer.
- P. Upon acceptance by the City Engineer, all public roadway drainage, water, and sewer facilities shall become and remain the property of the City of Flagstaff.
- Q. The permittee may be required to perform special requirements as determined by the City Engineer.
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**The Flagstaff City Charter and City Code are current through Ordinance 2016-41, passed December 6, 2016.**

Disclaimer: The City Clerk's Office has the official version of the Flagstaff City Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.





# Memorandum

from the City Attorney's Office

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To: Mayor and Council Members

From: Anja Wendel, Christina Rubalcava, Senior Assistant City Attorneys

Through: Sterling Solomon, City Attorney

Re: **CABLE TELEVISION LICENSING 101**

Date: March 23, 2017

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The City Council is being asked to renew Suddenlink's cable television license. Suddenlink offers not only cable services, but also telephone and internet services over its system. The purpose of this memorandum is to answer basic questions about licensing use of the public rights-of-way, and to identify policy decisions for Council related to the renewal license.

## **License to use City Rights-of-Way for Cable Services**

1. Are cable operators required to obtain a license to use City rights-of-way?

Yes. A.R.S. § 9-507; City Code, Chapter 3-09, *Cable*.

2. Are cable operators regulated by federal, state, and local law?

Yes. Cable operators are subject to the federal Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, 47 U.S.C. § 521 et seq, and federal regulations, 47 CFR Part 76; state law, A.R.S. § 9-501 et seq. A.R.S. §§ 9-582(G), 9-584; and City Code, Chapter 3-09, *Cable*.

3. Is Suddenlink the only company with a cable license in Flagstaff?

Yes.

4. Is the Suddenlink license "exclusive"?

No. Another cable operator(s) may locate in Flagstaff.

5. Are satellite cable companies required to obtain a license from the City?

No. Satellite cable companies do not use City rights-of-way.

## **License Term**

6. What is the maximum license term?

Arizona law limits franchises to 25 years. A.R.S. § 9-501. Typically cable licenses are issued for 10 or 15 years, however, they may be issued for up to 25 years.

► City Council may choose the license term. Suddenlink requests at least 10 years.

### **License Area**

7. What is the license area?

All City rights-of-way and public utility easements in the City.

8. Does Suddenlink's network currently extend to all areas of the City?

No. Suddenlink's network is extensive, however.

9. Is Suddenlink required to serve all areas within the City?

Suddenlink is not required to serve areas accessed by private streets.

Suddenlink is required to extend its cable system per its line extension policy, to any area with a minimum of 20 dwelling units/mile. Line extension is free if the customer lives within 150 feet of the extension point (what is called the "standard drop"). The customer who lives beyond the "standard drop" must pay the incremental cost of extending the line. See attached example.

► Suddenlink is agreeing to increase its standard drop to 250 feet, a benefit to residents.

### **License Fee**

10. Is the Suddenlink license fee equal to 5% of gross revenues derived from cable services?

Yes. The fee will be about \$498,000 in FY 16.

When cable, internet and/or telecommunications services are sold in a bundle at a discount, Suddenlink applies the same discount to all services for purposes of calculating the cable license fee.

11. What are "gross revenues"?

In 2007 the Arizona legislature adopted a law to define "gross revenues" for purposes of a cable license fee. A.R.S. § 9-505(6).

Suddenlink's license predated the state law, so Suddenlink has been paying a license fee based on the local definition of "gross revenues." Starting with the interim renewal license in January 2017, Suddenlink has been paying a license fee based on the state law definition. Suddenlink estimates that its license fee payment to the City will be reduced by approximately \$51,000 in 2017.

► The renewal license and City Code are being updated to reflect the change in law.

12. What happens to the license fee?

It is put in the General Fund.

13. Is the license fee required to be used for public rights-of-way?

No. However, the City spends more than \$498,000 annually related to acquisition maintenance, and operation of the public rights-of-way.

14. May the City charge a license fee exceeding 5%?

No. The fee is capped at 5%. 47 U.S.C. § 542(g)(1); A.R.S. § 9-506(C)(2)(c)

► City Council may set fee at less than 5%. Also, the City Council may increase/decrease the fee tied to a date or event.

15. May a cable operator “pass through” the license fee to its subscribers?

Yes. This is common practice. 47 CFR § 76.985

16. Does Suddenlink pay a license fee on gross revenues from internet services?

No. The U.S. Supreme Court has affirmed the Federal Communications Commission ruling that internet services offered via cable modem is an “information service” and not a cable service. Therefore, internet is not regulated under the cable tv laws. *National Cable and Telecommunications Ass’n v. Brand X Internet Services*, 125 S.Ct. 967 (2005)

17. What percent of Suddenlink’s gross income derives from internet?

Less than 50%, but a significant portion.

#### **License Fee is Complete Compensation - Offsets**

18. Is the cable operator entitled to credit or offset local taxes, permit fees, and other charges against the license fee, per A.R.S. § 9-506?

Yes. Per the 2007 law, a cable operator is entitled to credit or offset of:

- Local 2.051% transaction privilege tax (“TPT”) on gross revenues providing cable services and related to use of public streets.
- Permit fees for work in the public rights-of-way.
- The value of in-kind contributions to City.
- Application, transfer or renewal fees.

► City staff is recommending code change to eliminate fees on transfer and renewal, since the City must offset these against the license fee.

### **Other Businesses in the City Rights-of-Way – Telephone and Internet**

19. Do Suddenlink and CenturyLink use City rights-of-way for telephone and internet services?

Yes.

20. Are telecommunications companies required to obtain a license to use City rights-of-way?

Yes, with two exceptions. The City has adopted the League of Arizona Cities and Town's model ordinance to regulate telecommunications consistent with state law.

A telecommunications company must have a license from the City to install, maintain, construct or operate telecommunications facilities in City rights-of-way. See City Code, Chapter 3-07 *Special Licenses*, Section 3-07-001-0002, *License Required*.

There are two exceptions:

- A person that simply uses a licensee's facilities is not required to obtain a license.
- A successor in interest to the original Mountain Bell phone company is not required to obtain a license, per the Arizona Constitution.

21. Does Suddenlink have a telecommunications license?

No. Its telephone affiliate uses the cable system, so no license has been required.

22. Does CenturyLink have a telecommunications license?

No. It is successor to Mountain Bell.

23. Are telecommunications companies required to pay a license fee?

Generally not. Per state law, no license fee may be charged for facilities in the City rights-of-way used in part or whole for intrastate telecommunications. Suddenlink and CenturyLink do not pay a telecommunications license fee.

A company that runs lines through town only used for interstate telecommunications may be charged an annual lineal foot fee. A.R.S. § 9-582(D).

24. Are Suddenlink and CenturyLink subject to local tax on gross income from telephone services?

Yes. There is a local transaction privilege tax rate of 2.051% on gross income from telecommunications, and there is a separate local business licensing tax of 2% on gross revenues from using the public rights-of-way to provide telephone services. Both apply to intrastate telecommunications. The cumulative tax is 4.01%.

State law preempts local taxation of interstate telecommunications. A.R.S. § 42-6004(A)(2).

25. Are companies required to have a license to use City rights-of-way for internet?

Generally, the cable and telecommunications license requirements are deemed to be adequate to cover internet services. There are no state or local licensing laws specifically for internet services in Arizona. Wireless internet companies have obtained licenses to use public rights-of-way in some Arizona communities.

26. Do companies pay local tax on gross income from internet services?

No. Internet is exempt from the local transaction privilege tax on telecommunications. See City Tax Code § 3-05-004-0470(G), *Telecommunications*; A.R.S. § 42-6004(A)(9).

27. Does the City have any control over internet services (rates, outages, billing, etc.)?

No.

### **Other Businesses in the City Rights-of-Way – Electric & Gas Franchises**

28. What is the difference between a franchise and a license?

A franchise must be approved at an election by a majority of the qualified electors. City Charter, Art. XII, § 1. A license may be issued without an election. Often people refer to the terms franchise and license interchangeably.

29. Has the City issued any franchises?

Arizona Public Service Company franchise – 2% franchise fee  
UNS Natural Gas – 2% franchise fee

### **Use of Rights-of-Way**

30. Is a cable operator required to obtain permits to work in the City rights-of-way, and comply with engineering standards?

Yes.

31. Do City engineering standards protect our new public roads from road cuts?

The City engineering standards are found in Section 13-15-001-0001(E) of the City Code. The standards do not always result in uncut pavements as boring is not practical in all cases. See enclosed Chapter 13-15 *Work in Public Rights-of-Way and Easements*

► City Council may direct staff to consider amendments to engineering standards.

32. Does the City require undergrounding of most facilities?

Yes. However, cable/internet/wireless industries are pushing to expand operations to public rights-of-ways. Bills are being proposed to require cities to allow erection of new poles. SB 1214, HB 2365.

The proposed renewal license incorporates changes required by state law to allow Wi-Fi radio equipment (in a pedestal) and aerial strand mounted microcell equipment (on a pole or hanging from wires) per A.R.S. § 9-584, a law passed in 2016.

33. What happens if a planned City capital improvement project (such as expansion of a roadway or installation of water/wastewater lines) is in conflict with Suddenlink facilities?

City may require Suddenlink to relocate its facilities. City Code Section 3-09-003-0005. Per A.R.S. § 9-461.17, a law passed in 2016, the City now has primary responsibility for paying for relocation costs.

### **System Upgrades**

34. Has Suddenlink upgraded its system in Flagstaff?

Suddenlink has upgraded to a 750mHZ system. It offers Standard Definition (“SD”) and High Definition (“HD”) channels.

On its internet side of the business, Suddenlink offers download speeds of up to 1 gigabit per second to residential customers and offers a variety of service levels to business consumers with download speeds of up to 10 gigabits per second.

35. Are any upgrades planned, and if so, what, when, and will they require new cuts in streets?

Suddenlink has no planned upgrades to services in Flagstaff. Suddenlink has announced a plan to convert nationwide over the next 5 years from a Hybrid Fiber-Coaxial system to a Fiber to the Home system, which will result in delivery of video service over an internet protocol and provide for even faster internet speeds. The upgrades may require boring/street cuts.

### **Cable Rates**

36. Are cable operators subject to rate regulation by the Arizona Corporation Commission?

No. They are not public service corporations.

37. May the City regulate a cable operator’s rates charged customers?

No. The City may not regulate cable services rates in any area where the FCC has determined there is “effective competition.” The FCC has ruled that satellite television companies such as directTV and DishNetwork create a presumption of effective competition. 47 CFR §§ 76.905, -906. The City may seek to rebut that presumption, but that is not recommended.

### **Public, Educational, Governmental (“PEG”) Channels**

38. May the City require Suddenlink to provide channel capacity for PEG programming?

Yes, if the City has a plan (and related funding and staffing) to operate the channels. The current license provides for up to five (5) PEG channels for use by City, NAU,



Coconino Community College, Flagstaff/Coconino High School, Museum of Northern Arizona, and Flagstaff Arts & Leadership Academy.

NAU operates two (2) PEG channels: Channel 104 shows NAU news and educational video programs. Channel 11 operates similar to a slide show, posting information.

- ▶ Suddenlink is requesting that it be obligated to provide only four (4) PEG channels.
- ▶ City Council may ask staff to explore costs/benefits of activation. City staff is not recommending activation at this time due to costs, and because City meetings are streamed over the internet, which has broader reach than cable channels. City may also reach out to other entities to remind them of the opportunity to operate a PEG channel.

Some Arizona cities do operate PEG channels. For example, City of Mesa operates a government access channel (Channel 11). Mesa has 3 staff members, 2 studios, 1 live control room, and airs approximately 170 hours of original programming each month. See [www.Mesa11.com](http://www.Mesa11.com).

### **Cable Programming**

39. May the City require a cable operator to carry Tucson news channels?

No. Suddenlink reports it can only carry Phoenix news channels in Flagstaff.

40. May the City require a cable operator to carry broad categories of programming?

Yes. However, it may not regulate the content.

### **Cable Federal Technical Standards and Customer Service Standards**

41. Is Suddenlink subject to federal regulation of technical performance and customer service?

Yes. There are extensive federal regulations. 47 CFR Part 76.

Technical standards are found in 47 CFR § 76.601-640.

Customer service standards are found in 47 CFR § 76.390.

Billing and rate change requirements are found in 47 CFR §§ 76.1603, 1619.

- ▶ Suddenlink is requesting a code change to provide reports related to compliance with federal technical performance and customer service only if requested by City (versus mandatory reporting).

### **Basic Service to City Buildings**

42. Does Suddenlink provide free basic service to City buildings?

The license currently requires connections to each school, community college, university, City and County building upon request, with the option for free basic cable service. City Parks and Recreation does use the free basic service.

- ▶ City Council may ask for connection of additional buildings with basic service.

- ▶ City may also remind other entities of the option to receive free basic service.

43. What is included on the basic service level tier?

See attached Suddenlink Channel Lineup.

### **Security**

44. What security requirements are there?

Suddenlink provides insurance and indemnification of City. The City will update its insurance requirements in the renewal license. Suddenlink provides a letter of credit set at \$25,000. The current license includes liquidated damages clauses, which have not been utilized. Code violations are also enforceable.

- ▶ City Council may increase the letter of credit amount, or choose not to require one.
- ▶ Suddenlink is requesting that current license conditions related to liquidated damages be eliminated or modified.

### **ATTACHMENTS:**

Example of line extension (to be provided by Suddenlink)  
City Code Chapter 13-15 *Work in Public Rights-of-Way and Easements*  
Channel Lineup offered by Suddenlink

S:\Legal\Civil Matters\2016\2016-002 Suddenlink Cable Television License Renewal\Council cable info 3-23-17.doc

## **CITY OF FLAGSTAFF**

### **STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Nicole Woodman, Sustainability Manager/Interim Public Works Section Dir.  
**Date:** 03/22/2017  
**Meeting Date:** 03/28/2017



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#### **TITLE:**

**Discussion of APS Rate Case**

#### **DESIRED OUTCOME:**

This is informational only.

#### **EXECUTIVE SUMMARY:**

Arizona Public Service (APS) filed a general rate case with the Arizona Corporation Commission (ACC) on June 1, 2016 (Docket Number: E-01345A-16-0036). The case, which proposes new rates and a demand rate structure, is expected to be ruled on in April 2017. If approved by the ACC, the new rate structures would go into effect on July 1, 2017 impacting commercial and residential customers.

APS staff will provide rate case information at the March 28, 2017 meeting as requested by City Council, as well as information about the recent rate review settlement.

#### **INFORMATION:**

##### **COUNCIL GOALS:**

5) Explore and adopt policies to lower the costs associated with housing to the end user

##### **REGIONAL PLAN:**

1. Policy E.1.7. Support policies and programming that reduce electricity, natural gas, and water consumption in order to conserve natural resources and reduce financial costs.
2. Policy E.1.8. Incorporate alternative energy conservation and renewable energy systems in applicable codes.
3. Policy E.1.11. Identify financing mechanisms to support water and energy efficiency improvements in public, residential, commercial, and industrial sectors.
4. Policy E.2.1. Promote renewable energy sources that reduce demand upon fossil fuels and other forms of generation that produce waste.
5. Policy E.2.2. Preserve opportunities for development of renewable energy resources in the planning process.

6. Policy E.2.4. Encourage small-scale renewable energy production and use on the local level on appropriate residential, commercial, and industrial parcels.

7. Policy E.2.5. Pursue, promote, and support utility-scale renewable energy production such as biomass facilities, solar electricity, wind power, waste-to-energy, and other alternative energy technologies.

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**Attachments:**