

From: [Megan E. Burkhammer](#)
To: [Office](#)
Subject: RE: COMCAST DOCUMENT/ CONTRACT
Date: Tuesday, August 16, 2022 7:49:20 AM

Hi Lori,

I reviewed the proposed franchise agreement and compared it against one that my office negotiated with Charter for the City of Osakis in 2016. Here are some things that the Council may want to consider:

- Paragraph 2.2 commits the City to this agreement for ten years. Unless the City remembers to cancel the agreement at least three years before it expires, it will automatically renew for another five years. I think that's an awfully long commitment when you don't know how it's going to go yet. Maybe adjust the initial term to 5 years and require only one year's notice to cancel before it automatically renews for another 5 years?
- Paragraph 8.5 allows Charter to trim trees on public property. I recommend adding the words, "Upon reasonable notice," to the beginning of that paragraph, so that the City will know in advance when Charter intends to trim trees. You may also want Charter to add the following language to that paragraph: "The Grantee shall reasonably compensate the Grantor, or any private property owner, for any damages caused by such trimming, or shall, at its own cost and expense, reasonably replace all trees or shrubs damaged as a result of any construction or maintenance of the Cable System undertaken by Grantee."
- Be sure to insert your name and contact information under the Grantor's information in Paragraph 13.7.
- The City of Osakis receives 5% of Charter's gross revenues generated in the City's service area each year. Carlos should receive similar compensation, to be paid on a quarterly or annual basis.

I hope this is helpful.

Thanks,

Megan E. Burkhammer

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From: Office <office@cityofcarlos.com>
Sent: Monday, August 15, 2022 2:56 PM
To: Megan E. Burkhammer <mburkhammer@thorntonlawoffice.com>
Subject: COMCAST DOCUMENT/ CONTRACT
Importance: High

Hello Megan

This proposal from Comcast was presented at the Council meeting August 11th. All of the Council and Mayor were generally in favor of this; they do want you to look it over to see if there is anything that they should be aware of. Basically: if there are costs to the City of Carlos, or commitments that we would not want to enter into.

The person from Comcast said this would be of no cost to the City (any cost was to each resident only for the service they opted to sign up for- including the option NOT to sign up for anything).

They said this is a standard Franchise document that is required because one of the options is cable TV. They said this would NOT prohibit any other company coming into Carlos and offering services.

It sounded good; the Council wanted to be on the safe side and have you look it over to make sure there is no legal jargon we do not understand that would put us in a situation we would not want.

Thank you!

Lori Johnson, Clerk-Treasurer
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