

Murfreesboro Cable Television Commission

May 10, 2021 – 12:00 Noon

**Council Chambers, Murfreesboro City Hall
111 West Vine Street, Murfreesboro, TN 37130**

AGENDA

Call to Order by Chair Tommy Campbell

1. Consider for approval the minutes of the October 12, 2020 Murfreesboro Cable Television Commission meetings
2. Review Proposed Comcast Franchise Agreement
3. Staff Reports and Other Business:
 - a. Comcast Xfinity Cable Television Issues Cases
 - b. CityTV Programming
4. Any other business to come before the Commission
5. Adjourn

**Minutes of the
Murfreesboro Cable Television Commission
October 12, 2020
12:00 PM – City Hall
Council Chambers**

Members Present:

Tommy Campbell, Chair
Roseann Barton
Jason Schmitt

Members Present by Phone:

(In accordance with Executive Orders No. 16 issued by Governor Bill Lee on March 20, 2020, as subsequently amended on May 6, 2020, by Executive Order No. 34, and August 28, 2020 by Executive Order No. 60)

Douglas Cook
Councilman Shawn Wright

Members Absent:

Dr. Roger Heinrich, Vice Chair
Dr. Dennis Oneal

City Staff present:

Alan Bozeman, Communications Director
Katie Driver, Staff Attorney
Steve Burris, Multimedia Producer
Michael Nevills, Multimedia Producer
John Padgett, Multimedia Producer
Michael Linn White, Multimedia Journalist
Mike Browning, Public Information Director
Larry Flowers, MPD Public Information Officer

Others Present:

Bob Gordan, MTSU Channel 10
Ryan Tyler, MTSU Channel 10
Ty Whitaker, MTSU Channel 9
David Foster, MTSU Channel 9

Chair Campbell called the meeting to order and determined a quorum.

1. Consider minutes of the March 2, 2020 meeting

The minutes of the Murfreesboro Cable Television Commission meeting held on March 2, 2020 were presented for approval.

Ms. Barton made a motion to approve, seconded by Mr. Schmitt. The motion passed unanimously by roll call.

2. Recognize new member Councilman Shawn Wright who replaces Councilman Ronnie Martin and Dr. Dennis Oneal who replaces Ron Lindsey

Chair Campbell welcomed and introduced Councilman Shawn Wright and Dr. Dennis Oneal, the newest Commission members.

3. Presentation of Awards

Chair Campbell and Mr. Bozeman presented staff with a recent Telly award and 19 government television programming awards from the National Association of Telecommunications Officers and Advisors (NATOA).

Telly Award:

Phone Distraction video produced in partnership with MPD and the County Traffic Safety Task Force, Michael Nevills

NATOA Awards:

- Awards of Excellence:
 - Library “Library Promotion Video” Michael Nevills
 - Promotion of a City/County “Murfreesboro City Services” Michael Nevills,
- Awards of Distinction:
 - Public/Community Meetings “Murfreesboro City Council” Entire Staff
 - Instruction/Training “Employee Termination: Difficult Conversations” John Padgett
 - Special Audience “Miracle League Opening Day 2019” Newsbreak Steve Burris
 - Arts and Entertainment “The Wiz” Michael Linn White
 - Public Safety “Behind the Badge” Traffic Safety News Story” Michael Nevills, Larry Flowers
 - Use of Social Media Platforms Alan Bozeman, Mike Browning
 - Innovative Use of Video “Phone Distraction” Michael Nevills
 - Magazine Format Series “In the City” Steve Burris, Michael Linn White
 - Public Service Announcement (2) “Phone Distraction” and “S.T.O.P. Bus Safety” Michael Nevills
- Awards of Honor:
 - Children/Young Adults “Adventures in Murphry’s Burrow” John Padgett, Nancy Phillips
 - Instruction/Training “Click Smart” John Padgett and “Emergency Action Plan” Michael Nevills
 - Library “Linebaugh Library” Michael Nevills
 - Profile of a City Department: (2) “MED/MTEMC: Better Together” and “Tour of the New MFRD Station 4” Michael Linn White, Steve Burris, Larry Flowers
 - Best Use of Video on Social Media “Get Involved with Miracle League” Steve Burris

Chair Campbell and Ms. Barton along with all Commission members congratulated staff on these acolytes.

4. Conduct a public hearing to evaluate MTSU's use of both educational access channels as they relate to the public good, signal quality and other relevant factors.

Chair Campbell opened the public hearing and asked first representatives from MTSU channel 10 to present their report. Prior to 1999 Middle Tennessee State University was utilizing one of the educational channels on the cable system. The franchise agreement with Comcast reserves two educational channels for use by MTSU. MTSU requested in 1999 that the second educational access channel be provided to them so they could program two educational channels. The City agreed pending an annual public hearing, review, and evaluation of MTSU's use of both channels. Included in the agenda packet was the notice of the public hearing and criteria for reviewing MTSU's use of the channels.

Channel 10

Mr. Bob Gordan, MTSU Faculty Advisor for MT10, introduced Mr. Ryan Tyler, MTSU MT10 Student General Manager. Mr. Tyler went over the report for MTSU Channel 10 and required criteria which was included in the agenda packet. Mr. Tyler reported during the Fall 2019 and Spring 2020 four new student series based programming during each semester and special projects such as televising live the Murfreesboro Christmas Parade, during the Fall six new student series based programming and special projects such as election coverage and televising live the Murfreesboro Christmas Parade. Mr. Tyler thanked the Commission for allowing MTSU students to use and continue to use the educational channel on Comcast.

Mr. Bob Gordan discussed station restructuring for MT10 for the Fall of 2021 which will provide more oversight and guidance for the channel. The plan is to make management positions of MT10 channel be Capstone Courses for Seniors in the Media Management program. It would be supervised and taught by a Media Management faculty-members and be graded for their work. They are also going to change what has been known as the MT10 student organization, funded by student fees, into another organization with a working title "MT10 Productions" – a student program production organization. This student club would focus on making programs instead of managing a television station. This new production company would be run by students and funded by student fees.

Channel 9

Mr. Ty Whitaker, Senior Manager for MTSU Channel 9 of the Educational Resource Channel which has been rebranded to True Blue TV, went over the report for MTSU Channel 9 and required criteria which was included in the agenda packet. In 2019 there were 165 local programs totaling 169.2 hours produced for the channel. Mr. Whitaker also paid for around 213 produced educational programs totaling 131 hours and 586 new free programs totaling 303 hours for the year. Mr. Whitaker was very appreciative to the board for the opportunity given. Ms. Laura Clark with MTSU added that Mr. Whitaker does a great job of programming the channel and running its operation.

Mr. David Foster, Director of Marketing at MTSU, spoke about the rebranding of the channel to True Blue TV. This allows the University to showcase all of their offerings and resources. It also allows the University through this channel to provide lots of live programming of events on campus. By moving the channel under Marketing and Communications it will have more

resources both related to funding and staff to provide more original and creativity programming content.

Since the speakers had concluded, Chair Campbell closed the public hearing.

5. Consider continuing to grant a license to MTSU to utilize a second local educational access channel.

Chair Campbell thanked MTSU for the presentations and continuing to improve on the programming of both MTSU channels. Setting the bar even higher year after year, the good work and service they provide the community, he was glad of the partnership the Commission has with MTSU.

Mrs. Roseann Barton made a motion to approve the use of both MTSU educational channels for an additional year on Comcast, seconded by Mr. Jason Schmitt. The motion passed by unanimous roll call vote.

6. Staff Reports and Other Business

Mr. Bozeman provided and reported that five Comcast complaints received since the last meeting have been addressed by Comcast.

He also referenced the October CityTV program guide included in the packet material and highlighted how staff has adapted to changes since COVID19. For example, staff working with Main Street Organization this year and producing a virtual video to play prior to the lighting of the Christmas Tree event on the square.

Mr. Bozeman also explained some structural changes which took place since the last meeting and that the Communications Department was now part of Community Services Division under the leadership of Mrs. Angela Jackson.

There being no other business to come before the Commission, Chair Campbell declared the meeting adjourned.

Tommy Campbell, Chair



April 29, 2021

For Murfreesboro Cable TV Commission:

RE: Proposed Comcast Cable TV Franchise Agreement

As an item for the agenda of May 10, 2021, attached you will find a proposed Comcast Cable TV Franchise Agreement.

Background

The current 15-year Comcast Cable TV franchise expired June 2018. Comcast had the ability to obtain a franchise for Murfreesboro from the State but chose to negotiate with City staff to obtain a local franchise. City Manager Craig Tindall, Attorney Kelley Baker, and myself were involved in the negotiations with Comcast on this agreement. The regulatory environment has dramatically changed since the franchise was last entered into.

This new agreement is a 10-year non-exclusive cable television franchise agreement. It allows Comcast to continue to use the City's right-of-way to deliver cable television service to our citizens. Comcast will continue to operate and maintain a cable system capable of providing over 250 channels of video programming.

The City will continue receiving the maximum franchise fee of 5% of gross revenue on cable tv services on a quarterly basis which is currently approximately \$1.2 million a year.

Comcast will adhere to all Federal Communication Commission customer service standards.

Comcast will continue to carry three local non-commercial access channels on their system. One channel for City government access. Two channels for Middle Tennessee State University educational access. The City has the right to rename, reprogram or otherwise change the programming of any and all of the access channels. Comcast will provide \$100,000 government access channel grant for equipment.

This agreement provides a level playing field, if the City grants another cable company a franchise that will compete with the incumbent cable company, the terms or conditions cannot be more favorable or less burdensome than those agreed to in this franchise agreement with the incumbent.

Communications Department

111 West Vine Street * Murfreesboro, Tennessee 37130 * Phone 615-848-3245 * Fax 615-849-2665
www.murfreesborotn.gov

Recommendation

It is recommended that the Cable TV Commission review the new proposed Comcast Cable TV Franchise Agreement and forward on to City Council for review and approval.

Attachment

Proposed Comcast Cable TV Franchise Agreement

Respectfully,

Alan Bozeman
Communications Director

Franchise Agreement

between

City of Murfreesboro, Tennessee

and

Comcast of Nashville II, LLC

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AGREEMENT

This **AGREEMENT** is effective as of the ____ day of _____, 2021 (the “Effective Date”), and is between the City of Murfreesboro, Tennessee (the “Franchising Authority” or the “City”), and Comcast of Nashville II, LLC (the “Company”). For purposes of this Agreement, unless otherwise defined in this Agreement, the capitalized terms, phrases, words, and their derivations, shall have the meanings set forth in Appendix A.

The Franchising Authority has determined that the financial, legal, and technical ability of the Company is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the current and future cable-related needs of the community and, as of the Effective Date, has reviewed the performance of the Company under the Prior Franchise and the quality of service during the Prior Franchise term and found the Company to be in material compliance. In addition to satisfying all the provisions of this Franchise Agreement, the Company shall continue to be bound by any previously accrued but unfulfilled obligations under the Prior Franchise with respect to payment of all franchise fees so long as any such issue is raised and the Company provided notice within 36 months after the Effective Date of this Franchise Agreement as contemplated in Section 4.1.4. The grant of this Franchise shall have no effect on any duty of the Company under the Prior Franchise to indemnify or insure the Franchising Authority against acts and omissions occurring during the period that the Prior Franchise was in effect. Except as required to carry out the intent of the previous sentences, as of the Effective Date of this Franchise Agreement, the Prior Franchise is superseded and is of no further force and effect, and the Franchising Authority and the Company mutually release each other from any claims each had, has, or may have against the other under the Prior Franchise. The Franchising Authority desires to enter into this Agreement with the Company for the construction, operation, and maintenance of a Cable System on the terms and conditions set forth herein. In consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

SECTION 1 GRANT OF AUTHORITY

1.1 Grant of Franchise. The Franchising Authority hereby grants under the Cable Act a nonexclusive franchise (the “Franchise”) to occupy and use the Streets within the Franchise Area in order to construct operate, maintain, upgrade, repair, and remove the Cable System, and provide Cable Services through the Cable System, subject to the terms and conditions of this Agreement. This Franchise authorizes Cable Service, and it does not grant or prohibit the right(s) of the Company to provide other services.

1.2 Term of Franchise. This Franchise shall be in effect for a period of ten (10) years commencing on the Effective Date, unless renewed or lawfully terminated in accordance with this Agreement and the Cable Act.

1.3 Renewal. Subject to Section 626 of the Cable Act (47 U.S.C. § 546) and such terms and conditions as may lawfully be established by the Franchising Authority, the Franchising Authority reserves the right to grant or deny renewal of the Franchise.

1.4 Reservation of Authority. Nothing in this Agreement shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of the Franchising Authority or of the Franchising Authority's right to require the Company or any Person utilizing the Cable System to secure the appropriate permits or authorizations for its use, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Streets.

1.5 Competitive Equity and Subsequent Action Provisions.

1.5.1 Purposes. The Company and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers, and others; new technologies are emerging that enable the provision of new and advanced services to City residents; and changes in the scope and application of the traditional regulatory framework governing the provision of Video Services are being considered in a variety of federal, state, and local venues. To foster an environment where all Cable Service Providers and Video Service Providers using the Streets can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to City residents; promote local communications infrastructure investments and economic opportunities in the City; and provide flexibility in the event of subsequent changes in the law, the Company and the Franchising Authority have agreed to the provisions in this Section 1.5, and these provisions should be interpreted and applied with these purposes in mind. The parties agree that the Franchising Authority shall not be required to execute a franchise agreement or authorization with a competitive CSP or VSP that is identical, word-for-word, with this Agreement to avoid triggering the provisions of this Section 1.5, so long as the regulatory and financial burdens on and benefits to each CSP or VSP are materially equivalent to the burdens on and benefits to the Company. "Materially equivalent" provisions include but are not limited to: franchise fees and the definition of Gross Revenues; system build-out requirements; security instruments; public, education and government access channels and support; customer service standards; and audits.

1.5.2 Fair Terms for All Providers. Notwithstanding any other provision of this Agreement or any other provision of law,

(a) The Franchise and the right it grants to use and occupy the Streets shall not be exclusive, and the City reserves the right to grant other franchises for similar uses or for other uses of the Streets, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Agreement; provided, however, the Franchising Authority agrees that, within ninety (90) days of the Company's request, the Franchising Authority shall amend this Franchise to include any material terms or conditions that it makes available to the competing CSP or VSP, or provide relief from existing material terms or conditions, to insure that the regulatory and financial burdens on each entity are materially equivalent.

(b) The Franchising Authority shall at all times enforce the state and federal ban on providing Cable Service without a franchise. The Franchising Authority's enforcement efforts shall be continuous and diligent throughout the term of this

Agreement. Should the Franchising Authority not commence enforcement efforts within sixty (60) days of becoming aware of a VSP or CSP providing Video Service or Cable Service within the Franchise Area, the Company shall have the right to petition the Franchising Authority for the relief provided in Section 1.5.2 above.

(c) This Section 1.5.2 shall not apply for VSPs or CSPs providing Video Service or Cable Service in the Franchise Area under a local franchise agreement or similar authorization granted prior to the Effective Date of this Agreement or under the authorization of the Tennessee Competitive Cable & Video Services Act of 2008 (T.C.A. § 7-59-301, *et seq.*).

1.5.3 Subsequent Change in Law. If subsequent to the Effective Date there is a change in federal, state, or local law that is applicable to Company and directly conflicts with the provisions of Agreement and that provides for a new or alternative form of authorization, for a VSP or CSP utilizing the Streets to provide Video Services or Cable Services to Subscribers in the Franchise Area, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP or CSP providing Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority agrees that, notwithstanding any other provision of law, upon the written request and at the option of the Company, the Franchising Authority shall: (i) permit the Company to provide Video Services or Cable Services to Subscribers in the Franchise Area on substantially the same terms and conditions as are applicable to a VSP or CSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between the Company and other VSPs or CSPs, taking into account the conditions under which other VSPs or CSPs are permitted to provide Video Services or Cable Services to Subscribers in the Franchise Area. The Franchising Authority and the Company shall implement the provisions of this Section 1.5.3 within sixty (60) days after the Company submits a written request to the Franchising Authority. Should the Franchising Authority fail to implement these provisions within the time specified, this Agreement shall, at the Company's option and upon written notice to the Franchising Authority, be deemed amended in accordance with the federal, state, or local law.

1.5.4 Effect on This Agreement. Any agreement, authorization, right, or determination to provide Cable Services or Video Services to Subscribers in the Franchise Area under this Section 1.5 shall supersede this Agreement.

SECTION 2 THE CABLE SYSTEM

2.1 The System and Its Operations.

2.1.1 Service Area. As of the Effective Date, the Company operates a Cable System within the Franchise Area.

2.1.2 System. As of the Effective Date, the Company maintains and operates a Cable System capable of providing over 250 Channels of Video Programming, which Channels

may be delivered by analog, digital, or other transmission technologies, at the sole discretion of the Company.

2.1.3 System Technical Standards. Throughout the term of this Agreement, the Cable System shall be designed, maintained, and operated such that quality and reliability of System Signal will be in compliance with all applicable consumer electronics equipment compatibility standards, including but not limited to Section 624A of the Cable Act (47 U.S.C. § 544a) and 47 C.F.R. § 76.630, as may be amended from time to time.

2.1.4 Testing Procedures; Technical Performance. Throughout the term of this Agreement, the Company shall operate and maintain the Cable System in accordance with the testing procedures and the technical performance standards of the FCC.

2.2 Requirements with Respect to Work on the System.

2.2.1 General Requirements. The Company shall comply with ordinances, rules, and regulations established by the Franchising Authority pursuant to the lawful exercise of its police powers and generally applicable to all users of the Streets.

2.2.2 Protection of Underground Utilities. Both the Company and the Franchising Authority shall comply with the Tennessee Underground Utility Damage Prevention Act (T.C.A. § 65-31-101, *et seq.*), relating to notification prior to excavation near underground utilities, as may be amended from time to time.

2.3 Permits and General Obligations.

2.3.1 The Company shall be responsible for obtaining all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, or repair the Cable System, or any part thereof, prior to the commencement of any such activity. The Franchising Authority shall be permitted to charge the Company, in addition to the franchise fees described in Section 4 below, a reasonable, non-recurring fee or charge for the issuance of generally applicable permits, licenses, or other approvals, which fees shall be based on the Franchising Authority's actual cost of administering such permits, licenses, or other approvals. The Franchising Authority shall make all reasonable efforts to issue permits, licenses, or other approvals within ten (10) business days after submission of a properly completed permit, license, or other approval request or application. The Company shall be solely responsible, either through its employees or its authorized contractors, for constructing, installing, and maintaining the Cable System in a safe, thorough, and reliable manner in accordance with all applicable standards and using materials of good and durable quality. The Company shall assure that any person installing, maintaining, or removing its facilities is fully qualified and familiar with all applicable standards. No third party shall be granted authority by the Franchising Authority to tamper with, relocate, or otherwise interfere with the Company's facilities in the rights-of-way without the Company's approval and supervision; provided, however, that the Company shall make all reasonable efforts to coordinate with other users of the Streets to facilitate the execution of projects and minimize disruption in the public rights-of-way. All transmission and distribution structures, poles, other lines, and equipment installed by the Company for use in the Cable

System in accordance with this Agreement shall be located so as to minimize interference with the proper use of the Streets and the rights and reasonable convenience of property owners who own property adjoining the Streets and shall be relocated in accordance with Section 2.4.1.

2.3.2 Code Compliance. The Company shall comply with all applicable building, safety, and construction codes. The parties agree that at present, Cable Systems are not subject to the low voltage regulations of the National Electric Code, National Electrical Safety Code, or other such codes or regulations. In the event that the applicable codes are revised such that Cable Systems become subject to low voltage regulations without being grandfathered or otherwise exempted, the Company will thereafter be required to comply with those regulations.

2.4 Conditions on Street Occupancy.

2.4.1 New Grades or Lines. If the grades or lines of any Street within the Franchise Area are lawfully changed at any time during the term of this Agreement, then the Company shall, upon at least ninety (90) days' advance written notice from the Franchising Authority and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with the new grades or lines. If public funds are available to any Person using the Street for the purpose of defraying the cost of any of the foregoing work, the Franchising Authority shall make application for such funds on behalf of the Company. The Company shall be entitled to reimbursement of its costs should any other utility be so compensated as a result of a required protection, alteration, or relocation of its facilities and funds for reimbursement are specifically made available for relocation of infrastructure. Notwithstanding the above, where such work is required to accommodate a streetscape, sidewalk, or private development project, the Company shall protect, alter, or relocate the Cable System as provided herein but shall not be liable for the cost of protecting, altering, or relocating facilities, aerial or underground.

2.4.2 Relocation at Request of Third Party. The Company shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Company may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Company agrees to arrange for such temporary relocation to be accomplished as soon as reasonably practicable, not to exceed ninety (90) days without the prior agreement of the Franchising Authority.

2.4.3 Restoration of Streets. If in connection with construction, operation, maintenance, or repair of the Cable System, the Company disturbs, alters, or damages any Street, or the Cable System causes disturbance, alteration, or damage to any Street, the Company agrees that it shall at its own cost and expense restore the Street according to the standards set forth in the Tennessee Department of Transportation's Rules and Regulations for Accommodating Utilities Within Highway Rights-of-Way. If the Franchising Authority reasonably believes that the Company has not restored the Street appropriately, then the Franchising Authority, after providing ten (10) business days' advance written notice and

a reasonable opportunity to cure, may have the Street restored and bill the Company for the cost of restoration.

2.4.4 Trimming of Trees and Shrubbery. The Company shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Company's wires, cables, or other equipment, the cost of which trimming shall not be borne by the Franchising Authority.

2.4.5 Aerial and Underground Construction. If at the time of Cable System construction all of the transmission and distribution facilities of all of the respective public or municipal utilities in the construction area are underground, the Company shall place its Cable System's transmission and distribution facilities underground. At the time of Cable System construction, in any place within the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Company shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground; however, at such time as all existing aerial facilities of the respective public or municipal utilities are placed underground, the Company shall likewise place its facilities underground, subject to the provisions of Section 2.4.1. Company facilities placed underground at the property owner's request in any area where any of the transmission or distribution facilities of the respective public or municipal utilities are aerial shall be installed with the additional expense paid by the property owner. Nothing in this Section 2.4.5 shall be construed to require the Company to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

2.4.6 New Developments. The Franchising Authority shall provide the Company with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchising Authority agrees to require the developer to give the Company access to open trenches for deployment of cable facilities and at least thirty (30) days' written notice of the date of availability of open trenches. Notwithstanding the foregoing, the Company shall not be required to utilize any open trench. The Company shall make Cable Service available to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per mile as measured from the nearest point of connection to the Company's existing distribution cable ("qualified area"), only when the residents of at least fifty (50) percent of the residential dwelling units within such a qualified area request the Company's cable service. The Company shall begin any necessary construction within 180 days of the determination that such requirements are met. Notwithstanding the foregoing, if another CSP or VSP provides service to or has begun construction to provide service to such qualified area, the Company shall have sole discretion regarding whether to provide service to the qualified area. Subject to the density provisions above, the Company shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Company's distribution cable.

2.4.7 Use of Existing Poles. Where possible, the Company shall attach its facilities to existing utility poles and shall use all reasonable efforts to enter into a pole attachment agreement with the owners of such existing utility poles. The Franchising Authority acknowledges that the Company may pass through to Subscribers the costs of attaching to existing utility poles in the Franchise Area, and does not object.

2.5 Change in Franchise Area. In the event that the borders of the Franchise Area change, through annexation or otherwise, the Franchising Authority shall provide to the Company written notice of such change, including an updated map and an electronic list of all addresses in the Franchise Area. Franchise fees on gross revenues earned from Subscribers in annexed areas shall not be payable to the Franchising Authority until sixty (60) days after the Company's receipt of such updated map and electronic list of addresses, and shall not be remitted to the Franchising Authority until the next regularly scheduled quarterly franchise fee payment as provided in Section 4.1.2 below.

SECTION 3 CUSTOMER SERVICE

Customer Service. The Company shall comply in all respects with the requirements set forth in 47 C.F.R. § 76.309 and any subsequent amendments or replacement regulation or law. Individual violations of those requirements do not constitute a breach of this Agreement.

SECTION 4 COMPENSATION AND OTHER PAYMENTS

4.1 Compensation to the Franchising Authority. As compensation for the Franchise, the Company shall pay or cause to be paid to the Franchising Authority the amounts set forth in this Section 4.1.

4.1.1 Franchise Fees—Amount. The Company shall pay to the Franchising Authority franchise fees in an amount equal to five percent (5%) of Gross Revenues derived from the operation of the Cable System to provide Cable Services in the Franchise Area.

4.1.2 Franchise Fees—Payment. Payments of franchise fees shall be made on a quarterly basis and shall be remitted not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement.

4.1.3 Company to Submit Franchise Fee Report. The Company shall submit to the Franchising Authority, not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement, a report setting forth the basis for the computation of Gross Revenues on which the quarterly payment of franchise fees is being made, which report shall enumerate, at a minimum, the following revenue categories: limited and expanded basic video service, digital video service, premium video service, pay-per-view and video-on-demand, equipment, installation and activation, franchise fees, guide, late fees, ad sales, home shopping commissions, and bad debt.

4.1.4 Franchise Fee Payments Subject to Audit; Remedy for Underpayment. No acceptance of any franchise fee payment by the Franchising Authority shall be construed

as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Franchising Authority may have for further or additional sums payable under this Agreement. The Franchising Authority may conduct an audit no more than once annually to ensure payments in accordance with this Agreement. The audit of the Company's records shall take place insofar as practical in the Franchise Area, and in any event at a location determined by the Company that is within the State of Tennessee. The Franchising Authority is prohibited from removing any records, files, spreadsheets, or any other documents from the site of the audit. In the event that the Franchising Authority takes notes of any documents, records, or files of the Company for use in the preparation of an audit report, all notes shall be returned to the Company upon completion of the audit. The audit period shall be limited to three (3) years preceding the end of the quarter of the most recent payment. Once the Company has provided information for an audit with respect to any period, regardless of whether the audit was completed, that period shall not again be the subject of any audit.

If, as a result of an audit or any other review, the Franchising Authority determines that the Company has underpaid franchise fees in any twelve (12) month period by ten percent (10%) or more, then, in addition to making full payment of the relevant obligation, the Company shall reimburse the Franchising Authority for all of the reasonable costs associated with the audit or review, including all reasonable out-of-pocket costs for attorneys, accountants, and other consultants. The Franchising Authority shall provide the Company with a written notice of audit results and a copy of the final report presented to the Franchising Authority. The Company shall remit any undisputed amounts owed to the Franchising Authority as the result of the audit within forty-five (45) days, or other mutually acceptable timeframe, after the date of an executed settlement and release agreement.

4.2 No Limitation on Taxing Authority. Nothing in this Agreement shall be construed to limit any authority of the City to impose any tax, fee, or assessment of general applicability. The franchise fee payments required by this Section 4 shall be in addition to any and all taxes or fees of general applicability. The Company shall not have or make any claim for any deduction or other credit of all or any part of the amount of said franchise fee payments from or against any of said City taxes or other fees of general applicability, except as expressly permitted by applicable law. The Company shall not apply nor seek to apply all or any part of the amount of said franchise fee payments as a deduction or other credit from or against any of said City taxes or fees of general applicability, except as expressly permitted by applicable law, nor shall the Company apply or seek to apply all or any part of the amount of any of said taxes or fees of general applicability as a deduction or other credit from or against any of its franchise fee obligations, except as expressly permitted by law. Notwithstanding the foregoing, the Company shall not be subject to any recurring tax, fee, or assessment for the occupancy or use of the Streets.

4.3 Interest on Late Payments. If any payment required by this Agreement is not actually received by the Franchising Authority on or before the applicable date fixed in this Agreement, the Company shall pay interest thereon, from the due date to the date paid, at a rate of one percent (1%) per month.

SECTION 5 COMPLIANCE REPORTS

5.1 Compliance. The Franchising Authority hereby acknowledges that as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement and all material laws, rules, and ordinances of the Franchising Authority.

5.2 Reports. Upon written request by the Franchising Authority and subject to Section 631 of the Cable Act, the Company shall promptly submit to the Franchising Authority such information as may be necessary to reasonably demonstrate the Company's compliance with any term or condition of this Agreement.

5.3 File for Public Inspection. Throughout the term of this Agreement, the Company shall maintain and make available to the public those documents required pursuant to the FCC's rules and regulations.

5.4 Treatment of Proprietary Information. The Franchising Authority agrees to treat as confidential, to the maximum extent allowed under the Tennessee Open Records Act (T.C.A. § 10-7-501, *et seq.*) or other applicable law, any requested documents submitted by the Company to the Franchising Authority that are labeled as "Confidential" or "Trade Secret" prior to submission. In the event that any documents submitted by the Company to the Franchising Authority are subject to a request for inspection or production, including but not limited to a request under the Tennessee Open Records Act, the Franchising Authority shall notify the Company of the request as soon as practicable and in any case prior to the release of such information, by email or facsimile to the addresses provided in Section 10.6 of this Agreement, so that the Company may take appropriate steps to protect its interests in the requested records, including seeking an injunction against the release of the requested records. Upon receipt of said notice, the Company may review the requested records in the Franchising Authority's possession and designate as "Confidential" or "Trade Secret" any additional portions of the requested records that contain confidential or proprietary information.

5.5 Emergency Alert System. Company shall install and maintain an Emergency Alert System in the Franchise Area only as required under applicable federal and state laws. Additionally, the Franchising Authority shall permit only those Persons appropriately trained and authorized in accordance with applicable law to operate the Emergency Alert System equipment and shall take reasonable precautions to prevent any use of the Company's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the Franchising Authority shall hold the Company and its employees, officers, and assigns harmless from any claims arising out of use of the Emergency Alert System, including but not limited to reasonable attorneys' fees and costs.

SECTION 6 ENFORCEMENT

6.1 Notice of Violation. If the Franchising Authority believes that the Company has not complied with the terms of this Agreement, the Franchising Authority shall first informally discuss the matter with the Company. If discussions do not lead to a resolution of the problem, the

Franchising Authority shall notify the Company in writing of the nature of the alleged noncompliance (“Violation Notice”).

6.2 Company’s Right to Cure or Respond. The Company shall have thirty (30) days from the receipt of the Violation Notice, or any longer period specified by the Franchising Authority, to respond; cure the alleged noncompliance; or, if the alleged noncompliance, by its nature, cannot be cured within thirty (30) days, initiate reasonable steps to remedy the matter and provide the Franchising Authority a projected resolution date in writing.

6.3 Hearing. If the Company fails to respond to the Violation Notice received from the Franchising Authority, or the alleged noncompliance is not remedied within the cure period set forth above, the Franchising Authority’s chief administrative officer, or designee, shall schedule a hearing if it intends to continue its investigation into the matter. The Franchising Authority shall provide the Company at least thirty (30) days’ prior written notice of the hearing, specifying the time, place, and purpose of the hearing. The Company shall have the right to present evidence and to question witnesses at the hearing. The hearing shall be on the record and a written transcript shall be made available to the Company within ten (10) business days. The Franchising Authority shall determine if the Company has committed a violation and shall make written findings of fact relative to its determination and shall deliver such findings to the Company. If a violation is found, the Company may commence an action challenging the findings as provided by applicable state or federal law.

6.4 Enforcement. Subject to applicable federal and state law, if after the hearing provided for in Section 6.3, the Franchising Authority determines that the Company is in default of the provisions addressed in the Violation Notice, the Franchising Authority may

(a) seek specific performance;

(b) commence an action at law for monetary damages or seek other equitable relief; or

(c) in the case of a substantial default of a material provision of this Agreement, seek to revoke the Franchise in accordance with subsection 6.5 below.

6.5 Revocation.

6.5.1 After the hearing and determination provided for in Section 6.3 and prior to the revocation or termination of the Franchise, the Franchising Authority shall give written notice to the Company of its intent to revoke the Franchise on the basis of an alleged substantial default of a material provision of this Agreement. The notice shall set forth the exact nature of the alleged default. The Company shall have thirty (30) days from receipt of such notice to submit its written objection to the Franchising Authority or to cure the alleged default. If the Franchising Authority is not satisfied with the Company’s response, the Franchising Authority may seek to revoke the Franchise through action of the Franchise Authority governing board at a public meeting. The Company shall be given at least thirty (30) days’ prior written notice of the public meeting, specifying the time and place of the meeting and stating the Franchising Authority’s consideration of revocation of the Franchise.

6.5.2 The decision of the Franchising Authority's governing board shall be made in writing and shall be delivered to the Company. The Company may appeal such decision to an appropriate court, which shall have the power to review the decision of the Franchising Authority's governing board. The Company may continue to operate the Cable System until all legal appeals procedures have been exhausted.

6.5.3 Notwithstanding the provisions of this Section 6, the Company does not waive any of its rights under federal law or regulation.

6.6 Technical Violations. The parties hereby agree that it is not the Franchising Authority's intention to subject the Company to penalties, fines, forfeiture, or revocation of the Agreement for so-called "technical" breach(es) or violation(s) of the Agreement, where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area or where strict performance would result in practical difficulties and hardship to the Company which outweigh the benefit to be derived by the Franchising Authority or Subscribers.

SECTION 7 ASSIGNMENTS AND OTHER TRANSFERS

The Franchise shall be fully transferable to any successor in interest to the Company. A notice of transfer shall be filed by the Company to the Franchising Authority within forty-five (45) days of such transfer. The transfer notification shall consist of an affidavit signed by an officer or general partner of the transferee that contains the following:

- (a) an affirmative declaration that the transferee shall comply with the terms and conditions of this Agreement, all applicable federal, state, and local laws, regulations, and ordinances regarding the placement and maintenance of facilities in any public right-of-way that are generally applicable to users of the public right-of-way and specifically including the Tennessee Underground Utility Damage Prevention Act (T.C.A. § 65-31-101, *et seq.*);
- (b) a description of the transferee's service area; and
- (c) the location of the transferee's principal place of business and the name or names of the principal executive officer or officers of the transferee.

No affidavit shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Company in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

SECTION 8 INSURANCE AND INDEMNITY

8.1 Insurance.

8.1.1 Liability Insurance. Throughout the term of this Agreement, the Company shall, at its sole expense, maintain comprehensive general liability insurance, issued by a company licensed to do business in the State of Tennessee with a rating of not less than "A minus,"

and provide the Franchising Authority certificates of insurance demonstrating that the Company has obtained the insurance required in this Section 8.1.1. This liability insurance policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death of any one person, One Million Dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident. The policy or policies shall not be canceled except upon thirty (30) days' prior written notice of cancellation to the City.

8.1.2 Workers' Compensation. The Company shall ensure its compliance with the Tennessee Workers' Compensation Act.

8.2 Indemnification. The Company shall indemnify, defend, and hold harmless the Franchising Authority, its officers, employees, and agents acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Company's construction, operation, maintenance, or removal of the Cable System, including but not limited to reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Company written notice of its obligation to indemnify and defend the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section 8.2. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority. Notwithstanding the foregoing, the Company shall not be obligated to indemnify the Franchising Authority for any damages, liability, or claims resulting from the willful misconduct or negligence of the Franchising Authority or for the Franchising Authority's use of the Cable System.

8.3 Liability and Indemnity. In accordance with Section 635A of the Cable Act, the Franchising Authority, its officials, employees, members, or agents shall have no liability to the Company arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Franchise. Any relief, to the extent such relief is required by any other provision of federal, state, or local law, shall be limited to injunctive relief and declaratory relief.

SECTION 9 PUBLIC, EDUCATION, GOVERNMENT ACCESS

9.1 Channel Capacity. The Company agrees to make available channel capacity, up to three (3) fully dedicated Channel positions, on the digital tier, to be designated for non-commercial, non-profit generating public, educational, or governmental ("PEG") access purposes. Unused time on the PEG Channel positions may be utilized by the Company subject to terms to be mutually agreed upon by the Company and the Franchising Authority.

9.2 Programming Obligations. The Franchising Authority certifies and commits to maintain eight (8) hours per week of non-duplicative original programming on each activated PEG Channel position throughout the term of the Agreement. Should the Franchising Authority fail to maintain eight (8) hours of programming per week for any period of three (3) consecutive months on any PEG Channel, the Company may reclaim that Channel position for its own use. For purposes of

this Agreement, original programming includes programming produced specifically for, about, or by the City of Murfreesboro, Murfreesboro City Schools, Rutherford County Schools, or Middle Tennessee State University. Character-generated messages, video bulletin board messages, traffic cameras, or other passively produced content shall not count towards the programming obligations of this Agreement.

9.3 Channel Positions. At any time during the term of this Agreement and at the Company's sole option and discretion, the Company may (i) change the transmission technology by which PEG access programming is delivered to Subscribers, provided, however, that the quality of PEG access programming transmitted over the Cable System to Subscribers is of a quality comparable to that which was delivered to the Company by the PEG programmer, or (ii) relocate any PEG programming to a Channel position on its lowest digital tier service delivered to all of the Company's Subscribers. The Company shall notify the Franchising Authority at least thirty (30) days in advance of such changes.

9.4 Interconnection with Other Cable and Video Service Providers. Upon written request of the Franchising Authority, the Company shall interconnect with other cable and video systems in the Franchise Area as required by T.C.A. § 7-59-309(f)(1)(A). This subsection 9.4 shall not be construed to mean that the Company is responsible for costs of said interconnection.

9.5 Ownership. The Company does not relinquish its ownership of its ultimate right of control over a Channel position by designating it for PEG access use. A PEG access user, whether such user is an individual, educational, or governmental user, acquires no property or other interest in the Channel position by virtue of the use of a Channel position so designated.

9.6 Equipment. It shall be the sole responsibility of the Franchising Authority to obtain, provide, and maintain any equipment necessary to produce and cablecast PEG programming over the Cable System. The Company shall not be responsible for obtaining, providing, or maintaining any such equipment.

9.7 PEG Support. Within thirty (30) days of the execution of this Agreement, the Company will pay to the Franchising Authority the amount of \$100,000 as a Government Access Capital Equipment Grant ("Capital Grant"). The Capital Grant shall be used exclusively by the Franchising Authority for capital costs associated with the PEG Channel positions described in Section 9.1. The Franchising Authority shall submit to the Company, as requested, a report detailing the Franchising Authority's use of Capital Grant funds during the prior calendar year. The Franchising Authority and the Company agree that the Company may pass this Capital Grant directly through to Subscribers as an individual line item in accordance with 47 U.S.C. § 542 or other applicable law and that such pass-through will not be an offset against franchise fees. The PEG Capital Grant relieves the Company from any further capital expenditures related to PEG access in the Franchise Area during the term of this Agreement.

9.8 No Liability. The Company shall have no liability, nor shall it be required to provide indemnification to the Franchising Authority for PEG programming cablecast over the Cable System.

SECTION 10 MISCELLANEOUS

10.1 Controlling Authorities. This Agreement is made with the understanding that its provisions are controlled by the Cable Act, other federal laws, state laws, and all applicable local laws, ordinances, and regulations. To the extent such local laws, ordinances, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

10.2 Appendices. The Appendices to this Agreement and all portions thereof are, except as otherwise specified in this Agreement, incorporated by reference in and expressly made a part of this Agreement.

10.3 Enforceability of Agreement; No Opposition. By execution of this Agreement, the Company and the Franchising Authority acknowledge the validity of the terms and conditions of this Agreement under applicable law in existence on the Effective Date and pledge that they will not assert in any manner at any time or in any forum that this Agreement, the Franchise, or the processes and procedures pursuant to which this Agreement was entered into and the Franchise was granted are not consistent with the applicable law in existence on the Effective Date.

10.4 Governmental Powers. The Franchising Authority expressly reserves the right to exercise the full scope of its powers, including both its police power and contracting authority, to promote the public interest and to protect the health, safety, and welfare of the citizens of the City of Murfreesboro, Tennessee.

10.5 Entire Agreement. This Agreement, including all Appendices, embodies the entire understanding and agreement of the Franchising Authority and the Company with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the Franchising Authority and the Company with respect to the subject matter hereof, including without limitation all prior drafts of this Agreement and any Appendix to this Agreement, and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant, or independent contractor of the Franchising Authority or the Company. All ordinances or parts of ordinances or other agreements between the Company and the Franchising Authority that are in conflict with the provisions of this Agreement are hereby declared invalid and superseded.

10.6 Notices. All notices shall be in writing and shall be sufficiently given and served upon the other party by first class mail, registered or certified, return receipt requested, postage prepaid; by third-party commercial carrier; or via facsimile (with confirmation of transmission) and addressed as follows:

THE FRANCHISING AUTHORITY:
City of Murfreesboro
Attn: City Manager
111 West Vine Street
Murfreesboro, Tennessee 37130

With a copy to: City of Murfreesboro
Attn: City Attorney
111 West Vine Street
Murfreesboro, TN 37130

City of Murfreesboro
Attn: Communications Director
111 West Vine Street
Murfreesboro, TN 37130

COMPANY:
Comcast of Nashville II, LLC
Attn: Vice President, External Affairs
6200 The Corners Parkway, Suite 200
Peachtree Corners, Georgia 30092

With a copy to: Comcast Cable Communications, LLC
Attn: Vice President, Government Affairs
2605 Circle 75 Parkway
Atlanta, Georgia 30339

And: Comcast Cable Communications, LLC
Attn: Legal Department
One Comcast Center
1701 John F. Kennedy Boulevard
Philadelphia, Pennsylvania 19103

10.7 Additional Representations and Warranties. In addition to the representations, warranties, and covenants of the Company to the Franchising Authority set forth elsewhere in this Agreement, the Company represents and warrants to the Franchising Authority and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by any inspection or examination made by or on behalf of the Franchising Authority) that, as of the Effective Date:

10.7.1 Organization, Standing, and Authorization. The Company is a limited liability company validly existing and in good standing under the laws of the State of Delaware and is duly authorized to do business in the State of Tennessee and in the Franchise Area.

10.7.2 Compliance with Law. The Company, to the best of its knowledge, has obtained all government licenses, permits, and authorizations necessary for the operation and maintenance of the Cable System.

10.8 Maintenance of System in Good Working Order. Until the termination of this Agreement and the satisfaction in full by the Company of its obligations under this Agreement, in consideration of the Franchise, the Company agrees that it will maintain all of the material properties, assets, and equipment of the Cable System, and all such items added in connection with

any upgrade, in good repair and proper working order and condition throughout the term of this Agreement.

10.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted transferees, and assigns. All of the provisions of this Agreement apply to the Company, its successors, and assigns.

10.10 No Waiver; Cumulative Remedies. No failure on the part of the Franchising Authority or the Company to exercise, and no delay in exercising, any right or remedy hereunder including without limitation the rights and remedies set forth in this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy, all subject to the conditions and limitations established in this Agreement. The rights and remedies provided in this Agreement including without limitation the rights and remedies set forth in Section 6 of this Agreement, are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement shall impair any of the rights or remedies of the Franchising Authority or Company under applicable law, subject in each case to the terms and conditions of this Agreement.

10.11 Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions of this Agreement, which shall continue in full force and effect.

10.12 No Agency. The Company shall conduct the work to be performed pursuant to this Agreement as an independent entity and not as an agent of the Franchising Authority.

10.13 Governing Law and Venue. This Agreement shall be deemed to be executed in the City of Murfreesboro, Tennessee, and shall be governed in all respects, including validity, interpretation, and effect, by and construed in accordance with the laws of the State of Tennessee, as applicable to contracts entered into and to be performed entirely within that state. The parties agree that they will not commence any action, litigation, or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Agreement and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any venue other than Rutherford County or federal courts with jurisdiction.

10.14 Claims Under Agreement. The Franchising Authority and the Company, agree that, except to the extent inconsistent with Section 635 of the Cable Act (47 U.S.C. § 555), any and all claims asserted by or against the Franchising Authority arising under this Agreement or related thereto shall be heard and determined either in a court of the United States located in Tennessee (“Federal Court”) or in a court of the State of Tennessee of appropriate jurisdiction (“Tennessee State Court”). To effectuate this Agreement and intent, the Company agrees that if the Franchising Authority initiates any action against the Company in Federal Court or in Tennessee State Court, service of process may be made on the Company either in person or by registered mail addressed to the Company at its offices as defined in Section 10.6, or to such other address as the Company may provide to the Franchising Authority in writing.

10.15 Modification. The Company and Franchising Authority may at any time during the term of this Agreement seek a modification, amendment, or waiver of any term or condition of this Agreement. No provision of this Agreement nor any Appendix to this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Company, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution, letter of agreement, or order by the Franchising Authority, as required by applicable law.

10.16 Delays and Failures Beyond Control of Company. Notwithstanding any other provision of this Agreement, the Company shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, sabotage, or other events, where the Company has exercised all due care in the prevention thereof, to the extent that such causes or other events are beyond the control of the Company and such causes or events are without the fault or negligence of the Company. In the event that any such delay in performance or failure to perform affects only part of the Company's capacity to perform, the Company shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct such cause(s). The Company agrees that in correcting such cause(s), it shall take all reasonable steps to do so in as expeditious a manner as possible. The Company shall promptly notify the Franchising Authority in writing of the occurrence of an event covered by this Section 10.16.

10.17 Duty to Act Reasonably and in Good Faith. The Company and the Franchising Authority shall fulfill their obligations and exercise their rights under this Agreement in a reasonable manner and in good faith. Notwithstanding the omission of the words "reasonable," "good faith," or similar terms in the provisions of this Agreement, every provision of this Agreement is subject to this section.

10.18 Contractual Rights Retained. Nothing in this Agreement is intended to impair the contractual rights of the Franchising Authority or the Company under this Agreement.

10.19 No Third-Party Beneficiaries. Nothing in this Agreement, or any prior agreement, is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

IN WITNESS WHEREOF, the party of the first part, by its Mayor, thereunto duly authorized by the City Council of said Franchising Authority, has caused the name of said Franchising Authority to be hereunto signed and the corporate seal of said Franchising Authority to be hereunto affixed, and the Company, the party of the second part, by its officers there unto

duly authorized, has caused its name to be hereunto signed and its seal to be hereunto affixed as of the date and year first above written.

City of Murfreesboro, Tennessee

By: _____

Name: Shane McFarland

Title: Mayor

(Seal)

Attest: _____

Date: _____

Comcast of Nashville II, LLC

By: _____

Name: Jason M. Gumbs

Title: Regional Senior Vice President

Attest: _____

Date: _____

APPENDIX A DEFINED TERMS

For purposes of the Agreement to which this Appendix A is appended, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.

“Agreement” means the Agreement to which this Appendix A is appended, together with all Appendices attached thereto and all amendments or modifications thereto.

“Basic Service” means any service tier that includes the retransmission of local television broadcast Signals and any equipment or installation used in connection with Basic Service.

“Cable Act” means Title VI of the Communications Act of 1934 as amended, 47 U.S.C. § 521, *et seq.*

“Cable Service” means the one-way transmission to Subscribers of Video Programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service. “Cable Service” does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. §332(d).

“Cable Service Provider” or **“CSP”** means any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

“Cable System” means a facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service, which includes Video Programming and which is provided to multiple Subscribers within a community, but “Cable System” does not include:

(A) a facility that serves only to retransmit the television Signals of one (1) or more television broadcast stations;

(B) a facility that serves Subscribers without using any public right-of-way as defined herein;

(C) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§201–276, except that such facility shall be considered a Cable System, other than for purposes of 47 U.S.C. § 541(c), to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

(D) an open video system that complies with 47 U.S.C. § 573; or

(E) any facilities of any electric utility used solely for operating its electric utility system.

“**Channel**” means a “cable channel” or “channel” as defined in 47 U.S.C. § 522(4).

“**Company**” means Comcast of Nashville II, LLC, a limited liability company validly existing under the laws of the State of Delaware, or lawful successor, transferee, designee, or assignee thereof.

“**FCC**” means the Federal Communications Commission, its designee, or any successor thereto.

“**Franchise Area**” means the incorporated areas of the City of Murfreesboro, Tennessee, including any areas annexed by the Franchising Authority during the term of the Franchise.

“**Franchising Authority**” means the City of Murfreesboro, Tennessee, or lawful successor, transferee, designee, or assignee thereof.

“**Gross Revenues**” means:

(A) all revenues received from Subscribers in the Franchise Area for providing Cable or Video Services, and all revenues received from nonsubscribers in the Franchise Area for advertising services and as commissions from home shopping services, as allocated pursuant to subdivision (B); provided, that the advertising or home shopping services are disseminated through Cable or Video Services. Gross Revenues shall be determined according to Generally Accepted Accounting Principles (“GAAP”). “Gross Revenues” shall not include any:

- (i) tax, surcharge, or governmental fee
- (ii) revenue not actually received, even if billed, such as bad debt;
- (iii) revenue received by any affiliate or any other person in exchange for supplying goods or services to the service provider;
- (iv) amounts attributable to refunds, rebates, or discounts;
- (v) revenue from services provided over the Cable System or Video Service system that are associated with or classified as non-Cable or non-Video Services under federal law, including but not limited to revenues received from providing telecommunications services, information services other than Cable or Video Services, Internet access services, directory or Internet advertising services, including but not limited to yellow pages, white pages, banner, and electronic publishing advertising. Where the sale of any such non-Cable or non-Video Service is bundled with the sale of any Cable or Video Service or Services and sold for a single non-itemized price, the term “Gross Revenues” shall include only those revenues that are attributable to Cable or Video Services based on the provider’s books and records;

(vi) revenue attributable to financial charges, such as returned check fees, late fees or interest;

(vii) revenue from the sale or rental of property, except such property the consumer is required to buy or rent exclusively from the service provider;

(viii) revenues from providing or maintaining an inside wiring plan;

(ix) revenue from sales for resale with respect to which the purchaser is required to pay a franchise fee, and the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect thereto; and

(x) amounts attributable to a reimbursement of costs, including but not limited to the reimbursements by programmers of marketing costs incurred for the promotion or introduction of Video Programming; and

(B) with regard to Gross Revenues attributable to advertising revenues, or video home shopping services, the amount that is allocable the Franchise Area is equal to the total amount of the service provider's revenue received from the advertising and home shopping services multiplied by the ratio of the number of the provider's Subscribers located in the Franchise Area to the total number of the provider's Subscribers. The ratio shall be based on the number of the provider's Subscribers as of January 1 of the preceding year or more current Subscriber count at the provider's discretion, except that, in the first year in which services are provided, the ratio shall be computed as of the earliest practical date.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the Franchising Authority.

“Signal” means any transmission of radio frequency energy or of optical information.

“Streets” means the surface of, and the space above and below, any and all streets, avenues, highways, boulevards, concourses, alleys, driveways, bridges, tunnels, parks, parkways, waterways, docks, bulkheads, wharves, piers, public grounds, and public places or waters within and belonging to the Franchising Authority and any other property within the Franchise Area to the extent to which there exist public ownership, public easements, or public rights-of-way.

“Subscriber” means any Person lawfully receiving Video Service from a Video Service Provider or Cable Service from a Cable Service Provider.

“Video Programming” means programming provided by or generally considered comparable to programming provided by a television broadcast station, as set forth in 47 U.S.C. § 522(20).

“Video Service” means the provision of Video Programming through wireline facilities located at least in part in the public rights-of-way without regard to delivery technology,

including Internet protocol technology. This definition does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. § 332(d) or Video Programming provided as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

“Video Service Provider” or **“VSP”** means an entity providing Video Service as defined herein, but does not include a Cable Service Provider.



April 30, 2021

For Murfreesboro Cable TV Commission:

RE: Comcast Cable Television Issues Cases

As an item for the agenda of May 10, 2021, staff has received four Comcast cable television issues since our last meeting.

Attachment

Moser Comcast Cable TV Issues Form

Ward Comcast Cable TV Issues Form

White Oaks Properties Comcast Cable TV Issues Form

Brice Comcast Cable TV Issues Form

Respectfully,

Alan Bozeman
Communications Director

Communications Department

111 West Vine Street * Murfreesboro, Tennessee 37130 * Phone 615-848-3245 * Fax 615-849-2665
www.murfreesborotn.gov

May



2021

Program Guide

Time	Sun 5/2	Mon 5/3	Tues 5/4	Wed 5/5	Thurs 5/6	Fri 5/7	Sat 5/8	Time
6:00 AM	Traffic Information	Traffic Information	Traffic Information	Traffic Information	Traffic Information	Traffic Information	Traffic Information	6:00 AM
8:00 AM	In the City	In the City	In the City	In the City	In the City	In the City	In the City	8:00 AM
8:30 AM	Murfreesboro Storytellers	Murfreesboro Storytellers	Murfreesboro Storytellers	Murfreesboro Storytellers	Murfreesboro Storytellers	Murfreesboro Storytellers	Murfreesboro Storytellers	8:30 AM
9:00 AM	News in Foreign Languages	News in Foreign Languages	News in Foreign Languages	News in Foreign Languages	News in Foreign Languages	News in Foreign Languages	News in Foreign Languages	9:00 AM
9:30 AM	Take 20/State of City School	Behind the Badge	Insider Podcast	Behind the Badge	Insider Podcast	Behind the Badge	Take 20/State of City Schools	9:30 AM
10:00 AM	Workout	Senior Fitness	Workout	Senior Fitness	Workout	Senior Fitness	Workout	10:00 AM
10:30 AM	State of City Schools	City Council (4/29)	City School Board (4/27)	Bill Allen WW II Vet	Historic Zoning Commission	City Council (5/6)	Art Features	10:30 AM
11:00 AM	Behind the Badge			Tennessee Outdoor Journal	(3/16)			Behind the Badge
11:30 AM	Art Features		City Council and MED Pension	Parks/Recreation Features	Planning Commission (5/5)		Parks/Recreation Features	11:30 AM
12:00 PM	Parks/Recreation Features		Committee Joint Meeting (4/26)	Parks and Recreation			Insider Podcast	12:00 PM
12:30 PM	City School Board (4/27)	Board of Zoning Appeals (4/28)		Commission (Live)			Meet the Mayor	12:30 PM
1:00 PM					Opioid Crisis		In the City	MCS Teacher of the Year
1:30 PM			Historic Zoning Commission	Newsbreaks	Public Service Announcements	Read to Bee Spelling Bee	(4/26)	1:30 PM
2:00 PM	Read to Bee Spelling Bee	Meet the Mayor	(3/16)	State Capitol	and Promotional Videos	(4/16)	Planning Commission (5/5)	2:00 PM
2:30 PM	(4/16)	Tennessee Outdoor Journal	In the Garden	In the City	In the City	Behind the Badge		2:30 PM
3:00 PM	MCS Teacher of the Year	Behind the Badge	Tennessee Outdoor Journal	Murfreesboro Storytellers	Murfreesboro Storytellers	Tennessee Outdoor Journal		3:00 PM
3:30 PM	(4/26)	Insider Podcast	Take 20/State of City Schools	Insider Podcast	Take 20/State of City Schools	Insider Podcast		3:30 PM
4:00 PM	City Council (4/29)	Traffic Information	Traffic Information	Traffic Information	Traffic Information	Traffic Information	City Council (5/6)	4:00 PM
6:00 PM	In the City	In the City	In the City	Planning Commission	City Council (Live)	In the City	In the City	6:00 PM
6:30 PM	Murfreesboro Storytellers	Murfreesboro Storytellers	Murfreesboro Storytellers	(Live)		Murfreesboro Storytellers	Murfreesboro Storytellers	6:30 PM
7:00 PM	Take 20/State of City School	Take 20/State of City Schools	MCS Teacher of the Year			City Council (5/6)	Take 20/State of City Schools	7:00 PM
7:30 PM	Insider Podcast	Behind the Badge	(4/26)				Insider Podcast	7:30 PM
8:00 PM	Tennessee Uncharted	City Council (4/29)	City School Board (4/27)				Tennessee Outdoor Journal	8:00 PM
8:30 PM	Parks/Recreation Features						Parks/Recreation Features	8:30 PM
9:00 PM	Behind the Badge			Parks and Recreation	Historic Zoning Commission	Planning Commission (5/5)	Behind the Badge	9:00 PM
9:30 PM	Art Features	Meet the Mayor		Commission (5/5)	(3/16)		Art Features	9:30 PM
10:00 PM	News in Foreign Languages	News in Foreign Languages	News in Foreign Languages	News in Foreign Languages	News in Foreign Languages	News in Foreign Languages	News in Foreign Languages	10:00 PM
10:30 PM	In the City	In the City	In the City	In the City	In the City	In the City	In the City	10:30 PM
11:00 PM	City Bulletins	City Bulletins	City Bulletins	City Bulletins	City Bulletins	City Bulletins	City Bulletins	11:00 PM

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abozeaman@murfreessorotn.gov



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May



2021

Program Guide

Time	Sun 5/9	Mon 5/10	Tues 5/11	Wed 5/12	Thurs 5/13	Fri 5/14	Sat 5/15	Time
6:00 AM	Traffic Information	Traffic Information	Traffic Information	Traffic Information	Traffic Information	Traffic Information	Traffic Information	6:00 AM
8:00 AM	In the City	In the City	In the City	In the City	In the City	In the City	In the City	8:00 AM
8:30 AM	Murfreesboro Storytellers	Murfreesboro Storytellers	Murfreesboro Storytellers	Murfreesboro Storytellers	Murfreesboro Storytellers	Murfreesboro Storytellers	Murfreesboro Storytellers	8:30 AM
9:00 AM	News in Foreign Languages	News in Foreign Languages	News in Foreign Languages	News in Foreign Languages	Peace Officer Memorial Ceremon	News in Foreign Languages	News in Foreign Languages	9:00 AM
9:30 AM	Take 20/State of City Schools	Behind the Badge	Insider Podcast	Behind the Badge	Insider Podcast	Behind the Badge	Take 20/State of City Schools	9:30 AM
10:00 AM	Workout	Senior Fitness	Workout	Senior Fitness	Workout	Senior Fitness	Workout	10:00 AM
10:30 AM	Art Features	City Council (5/6)	City Council and MED Pension	Parks/Recreation Features	Depression, Loss, and Grief	City Council (5/13)	Peace Officer Memorial Ceremon	10:30 AM
11:00 AM	Behind the Badge		Committee Joint Meeting (4/26)	Meet the Mayor			Behind the Badge	11:00 AM
11:30 AM	Parks/Recreation Features			City School Board (5/11)	Rhea Seddon		Parks/Recreation Features	11:30 AM
12:00 PM	Insider Podcast				Rutherford Recycles		Insider Podcast	12:00 PM
12:30 PM	Balloon Artist at Linebaugh				Ganaway Documentary	Murfreesboro Photo History	Meet the Mayor	12:30 PM
1:00 PM	Planning Commission (5/5)		State Capitol		Healthy Living		Peace Officer Memorial Ceremon	1:00 PM
1:30 PM		Parks and Recreation (5/5)	TN Library and Archives	Parks and Recreation (5/5)	Meet the Mayor	Peace Officer Memorial Ceremon	Bruce Amato	1:30 PM
2:00 PM			Healthy Living	Bill Allen WW II Vet	Peace Officer Memorial Ceremon	Gardening in the City	City School Board (5/11)	2:00 PM
2:30 PM		Public Service Announcements	In the City	Tennessee Uncharted	In the City	Behind the Badge		2:30 PM
3:00 PM	City School Board (4/27)	and Promotional Videos	Murfreesboro Storytellers	Parks/Recreation Facilites	Murfreesboro Storytellers	In the Garden		3:00 PM
3:30 PM		Insider Podcast	Take 20/State of City Schools	Insider Podcast	Take 20/State of City Schools	Insider Podcast		3:30 PM
4:00 PM	City Council (5/6)	Traffic Information	Traffic Information	Traffic Information	Traffic Information	Traffic Information	City Council (5/13)	4:00 PM
6:00 PM	In the City	In the City	City School Board (Live)	In the City	City Council (Live)	In the City	In the City	6:00 PM
6:30 PM	Murfreesboro Storytellers	Murfreesboro Storytellers		Murfreesboro Storytellers		Murfreesboro Storytellers	Murfreesboro Storytellers	6:30 PM
7:00 PM	Take 20/State of City Schools	Take 20/State of City Schools		City School Board (5/11)		City Council (5/13)	Take 20/State of City Schools	7:00 PM
7:30 PM	Insider Podcast	Behind the Badge					Insider Podcast	7:30 PM
8:00 PM	Tennessee Uncharted	City Council (5/6)					Tennessee Outdoor Journal	8:00 PM
8:30 PM	Parks/Recreation Features						Parks/Recreation Features	8:30 PM
9:00 PM	Behind the Badge		Planning Commission (5/5)	City Council and MED Pension	Behind the Badge	City School Board (5/11)	Behind the Badge	9:00 PM
9:30 PM	Art Features			Committee Joint Meeting (4/26)	Peace Officer Memorial Ceremony		Peace Officer Memorial Ceremon	9:30 PM
10:00 PM	News in Foreign Languages	News in Foreign Languages	News in Foreign Languages	News in Foreign Languages	News in Foreign Languages	News in Foreign Languages	News in Foreign Languages	10:00 PM
10:30 PM	In the City	In the City	In the City	In the City	In the City	In the City	In the City	10:30 PM
11:00 PM	City Bulletins	City Bulletins	City Bulletins	City Bulletins	City Bulletins	City Bulletins	City Bulletins	11:00 PM

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abozeaman@murfreessborotn.gov



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May



2021

Program Guide

Time	Sun 5/16	Mon 5/17	Tues 5/18	Wed 5/19	Thurs 5/20	Fri 5/21	Sat 5/22	Time
6:00 AM	Traffic Information	Traffic Information	Traffic Information	Traffic Information	Traffic Information	Traffic Information	Traffic Information	6:00 AM
8:00 AM	In the City	In the City	In the City	In the City	In the City	In the City	In the City	8:00 AM
8:30 AM	Murfreesboro Storytellers	Murfreesboro Storytellers	Murfreesboro Storytellers	Murfreesboro Storytellers	Murfreesboro Storytellers	Murfreesboro Storytellers	Read to Bee Spelling Bee	8:30 AM
9:00 AM	News in Foreign Languages	News in Foreign Languages	News in Foreign Languages	News in Foreign Languages	News in Foreign Languages	News in Foreign Languages	(4/16)	9:00 AM
9:30 AM	Take 20/State of City Schools	Behind the Badge	Insider Podcast	Behind the Badge	Insider Podcast	Behind the Badge	Take 20/State of City Schools	9:30 AM
10:00 AM	Workout	Senior Fitness	Workout	Senior Fitness	Workout	Senior Fitness	Workout	10:00 AM
10:30 AM	Art Features	City Council (5/13)	City School Board (4/13)	Bill Allen WW II Vet	Balloon Artist Scott Tripp	City Council (5/20)	Art Features	10:30 AM
11:00 AM	Behind the Badge			Tennessee Outdoor Journal			Behind the Badge	11:00 AM
11:30 AM	Parks/Recreation Features			Parks/Recreation Features	City School Board (5/11)		Parks/Recreation Features	11:30 AM
12:00 PM	Insider Podcast		Peace Officer Memorial Ceremon	Historic Zoning Commission			Insider Podcast	12:00 PM
12:30 PM	Read to Bee Spelling Bee		Balloon Artist at Linebaugh	(5/18)		City School Board (5/11)	Meet the Mayor	12:30 PM
1:00 PM	(4/16)	Road Projects	Weather Science	Depression, Loss, and Grief	Public Service Announcements and Promotional Videos		Historic Zoning (5/18)	1:00 PM
1:30 PM	Peace Officer Memorial Cerem	Economic Development				Bruce Amato		1:30 PM
2:00 PM	Balloon Artist at Linebaugh	Depression, Loss, and Grief	Meet the Mayor	State Capitol	TN Small Business Dev.	Gardening in the City	City School Board (5/11)	2:00 PM
2:30 PM	In the City		Maney Family Slaves	TN Small Business Dev.	In the City	Behind the Badge		2:30 PM
3:00 PM	Healthy Living	Tennessee Outdoor Journal	Tennessee Outdoor Journal	Tennessee Outdoor Journal	Murfreesboro Storytellers	Tennessee Outdoor Journal	Bruce Amato	3:00 PM
3:30 PM	Maney Family Slaves	Insider Podcast	Historic Zoning (Live)	Insider Podcast	Take 20/State of City Schools	Insider Podcast	Peace Officer Memorial Cerem	3:30 PM
4:00 PM	City Council (5/13)	Traffic Information	Traffic Information	Traffic Information	Traffic Information	Traffic Information	City Council (5/20)	4:00 PM
6:00 PM	In the City	In the City	In the City	In the City	City Council	In the City	In the City	6:00 PM
6:30 PM	Murfreesboro Storytellers	Murfreesboro Storytellers	Murfreesboro Storytellers	Murfreesboro Storytellers	(Live)	Murfreesboro Storytellers	Murfreesboro Storytellers	6:30 PM
7:00 PM	Take 20/State of City Schools	Take 20/State of City Schools	Read to Bee Spelling Bee	Rutherford Recycles		City Council (5/20)	Take 20/State of City Schools	7:00 PM
7:30 PM	Insider Podcast	Behind the Badge	(4/16)	Peace Officer Memorial Ceremony			Insider Podcast	7:30 PM
8:00 PM	Tennessee Uncharted	City Council (5/13)	Peace Officer Memorial Ceremon	Historic Zoning			Tennessee Outdoor Journal	8:00 PM
8:30 PM	Parks/Recreation Features		Parks/Recreation Features	Commission (5/18)			Parks/Recreation Features	8:30 PM
9:00 PM	Behind the Badge		Historic Zoning	Ganaway Documentary	City School Board (5/11)	Meet the Mayor	Behind the Badge	9:00 PM
9:30 PM	Art Features		Commission (5/18)	Parks/Recreation Features		Behind the Badge	Art Features	9:30 PM
10:00 PM	News in Foreign Languages	News in Foreign Languages	News in Foreign Languages	News in Foreign Languages	News in Foreign Languages	News in Foreign Languages	News in Foreign Languages	10:00 PM
10:30 PM	In the City	In the City	In the City	In the City	In the City	In the City	In the City	10:30 PM
11:00 PM	City Bulletins	City Bulletins	City Bulletins	City Bulletins	City Bulletins	City Bulletins	City Bulletins	11:00 PM

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May



2021

Program Guide

Time	Sun 5/23	Mon 5/24	Tues 5/25	Wed 5/26	Thurs 5/27	Fri 5/28	Sat 5/29	Time
6:00 AM	Traffic Information	Traffic Information	Traffic Information	Traffic Information	Traffic Information	Traffic Information	Traffic Information	6:00 AM
8:00 AM	In the City	In the City	In the City	In the City	In the City	In the City	In the City	8:00 AM
8:30 AM	Murfreesboro Storytellers	Murfreesboro Storytellers	Murfreesboro Storytellers	Murfreesboro Storytellers	Murfreesboro Storytellers	Murfreesboro Storytellers	Murfreesboro Storytellers	8:30 AM
9:00 AM	News in Foreign Languages	News in Foreign Languages	News in Foreign Languages	News in Foreign Languages	News in Foreign Languages	News in Foreign Languages	News in Foreign Languages	9:00 AM
9:30 AM	Take 20/State of City Schools	Behind the Badge	Insider Podcast	Behind the Badge	Insider Podcast	Behind the Badge	Take 20/State of City Schools	9:30 AM
10:00 AM	Workout	Senior Fitness	Workout	Senior Fitness	Workout	Senior Fitness	Workout	10:00 AM
10:30 AM	Art Features	City Council (5/20)	Peace Officer Memorial Ceremon	City School Board (5/25)	Board of Zoning Appeals (5/26)	Parks/Recreation Facilites	Art Features	10:30 AM
11:00 AM	Behind the Badge		Read to Bee Spelling Bee			Behind the Badge	Behind the Badge	11:00 AM
11:30 AM	Parks/Recreation Features		(4/16)			Weather Science	Parks/Recreation Features	11:30 AM
12:00 PM	Insider Podcast		MCS Teacher of the Year		MCS Teacher of the Year		Insider Podcast	12:00 PM
12:30 PM	Ganaway Documentary	Behind the Badge	(4/26)		(4/26)	City School Board (5/25)	Board of Zoning Appeals (5/26)	12:30 PM
1:00 PM	In the City	Meet the Mayor	Behind the Badge	Board of Zoning Appeals	Read to Bee Spelling Bee			1:00 PM
1:30 PM	Weather Science	Historic Zoning	Stones River Battlefield	(Live)	(4/16)		Get Fit Murfreesboro	1:30 PM
2:00 PM		Commission (5/18)	Get Fit Murfreesboro		Meet the Mayor	Murfreesboro Photo History	City School Board (5/26)	2:00 PM
2:30 PM	Peace Officer Memorial Cerem	In the City	In the City		In the City			2:30 PM
3:00 PM	TWRA Fishing TN	Murfreesboro Storytellers	Murfreesboro Storytellers	Tennessee Outdoor Journal	Murfreesboro Storytellers	Tennessee Outdoor Journal	Read to Bee Spelling Bee	3:00 PM
3:30 PM	Healthy Living	Insider Podcast	Take 20/State of City Schools	Insider Podcast	Take 20/State of City Schools	Insider Podcast	(4/16)	3:30 PM
4:00 PM	City Council (5/20)	Traffic Information	Traffic Information	Traffic Information	Traffic Information	Traffic Information	City Council (5/27)	4:00 PM
6:00 PM	In the City	In the City	City School Board	In the City	City Council	In the City	In the City	6:00 PM
6:30 PM	Murfreesboro Storytellers	Murfreesboro Storytellers	(Live)	Murfreesboro Storytellers	(Live)	Murfreesboro Storytellers	Murfreesboro Storytellers	6:30 PM
7:00 PM	Take 20/State of City Schools	Take 20/State of City Schools		Board of Zoning Appeals (5/26)		City Council (5/27)	Take 20/State of City Schools	7:00 PM
7:30 PM	Insider Podcast	Behind the Badge					Insider Podcast	7:30 PM
8:00 PM	Tennessee Uncharted	City Council (5/20)					Tennessee Outdoor Journal	8:00 PM
8:30 PM	Parks/Recreation Features		Peace Officer Memorial Ceremony				Parks/Recreation Features	8:30 PM
9:00 PM	Behind the Badge		Healthy Living	City School Board (5/25)	Board of Zoning Appeals (5/26)		Behind the Badge	9:00 PM
9:30 PM	Art Features		Painting a Lake Scene				Art Features	9:30 PM
10:00 PM	News in Foreign Languages	News in Foreign Languages	News in Foreign Languages	News in Foreign Languages	News in Foreign Languages	News in Foreign Languages	News in Foreign Languages	10:00 PM
10:30 PM	In the City	In the City	In the City	In the City	In the City	In the City	In the City	10:30 PM
11:00 PM	City Bulletins	City Bulletins	City Bulletins	City Bulletins	City Bulletins	City Bulletins	City Bulletins	11:00 PM

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January 25, 2021

For Murfreesboro Cable TV Commission:

RE: Murfreesboro Cable TV Commission Meeting Dates for 2021

The Murfreesboro Cable Television Commission meetings for the year 2021 will be as follows:

January 11
February 8
March 8
April 12
May 10
June 14
July 12
August 9
September 13
October 11
November 8
December 13

All regularly scheduled Commission meetings listed above are scheduled for the second Monday of the month and begin at 12:00 Noon in City Hall Council Chambers. If circumstances require a change in time or location, cancellation, or the scheduling of a special meeting, you will be informed of the changes.

If you have any questions concerning the schedule for the upcoming meetings, please feel free to contact me.

Respectfully,

Alan Bozeman
Communications Director