

BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION GRANTING EXTENSION OF FRANCHISE AGREEMENT
FOR COMMUNITY ANTENNA TELEVISION SERVICE

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the Sarpy County Board of Commissioners have adopted a resolution regulating those entities granted a permit to operate and maintain a community antennae television CATV system within Sarpy County and outside the limits of any incorporated city or village pursuant to Neb. Rev. Stat. Sec 23-383 to 23-388 (Reissue 1997); and,

WHEREAS, a CATV permit was issued to Qwest Broadband Services, Inc ("QBSI"), and such permit expires on December 31, 2011 and QBSI desires to extend its franchise through April 30, 2012 with the consent of the County as required under the provisions of the County regulations; and,

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Sarpy County, Nebraska that pursuant to the provisions of the resolution regulating CATV Operations adopted February 25, 1997, approval is hereby given for an extension of the QBSI franchise until April 30, 2012 and the Chairman and Clerk are hereby authorized to sign such documents as may be necessary to confirm this extension.

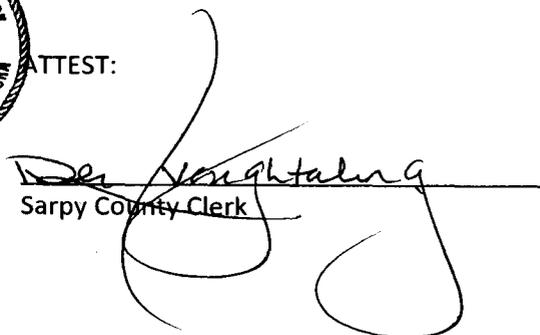
BE IT FURTHER RESOLVED that this approval is upon QBSI and its successors fully complying with the terms of the resolution regulating CATV operations adopted February 25, 1997 by this Board and all terms and conditions of said franchise agreement.

The above resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 1st day of November, 2011.


 Sarpy County Board Chairman



ATTEST:


 Sarpy County Clerk



October 20, 2011

Mr. Mark Wayne
Sarpy County Administrator
1210 Golden Gate Drive
Papillion, NE 68046

Dear Mr. Wayne,

I enjoyed our recent conversation regarding the extension of our existing Franchise Agreement, with Sarpy County. The direction and support provided is sincerely appreciated. At your request, I am submitting, for review, a formal request to extend the Franchise between Qwest Broadband Services, Inc. d/b/a CenturyLink (QBSI) and Sarpy County. Currently, the Franchise is set to expire December 31, 2011.

QBSI offers cable services in Sarpy and Douglas counties, as well as, the city of Omaha. The city of Omaha aligned the expiration dates of QBSI and Cox's cable Franchises so they would terminate on the same date. Omaha recently extended the expiration dates, for both Franchises, to April 30, 2012. Given the similar issues across the three Franchises, it makes sense, from our perspective, to further extend the expiration date of the Sarpy County Franchise to April 30, 2012. Accordingly, QBSI respectfully requests Sarpy County to extend the Franchise agreement, to April 30, 2012.

I appreciate your time and consideration regarding this matter and look forward to your response. Please let me know what, if any, additional information, or documents, you need from QBSI.

Sincerely,

Patrick S. Haggerty
Directory Government Affairs, CenturyLink

1314 Douglas Street
Omaha, NE 68102
Tel: 402.422.3253
Cel: 602.301.9909
Patrick.haggerty@centurylink.com

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

2010-379

RESOLUTION GRANTING EXTENSION OF FRANCHISE AGREEMENT FOR COMMUNITY
ANTENNA TELEVISION SERVICE

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the Sarpy County Board of Commissioners have adopted a resolution regulating those entities granted a permit to operate and maintain a community antennae television CATV system within Sarpy County and outside the limits of any incorporated city or village pursuant to Neb Rev Stat Sec 23-383 to 23-388 (Reissue 1997); and,

WHEREAS, a CATV permit was issued to Qwest Broadband Services, Inc. ("Qwest"), and such permit expires July 2, 2011 and Qwest desires to extend its franchise through December 31, 2011 with the consent of the County as required under the provisions of the County regulation; and,

BE IT THEREFORE RESOLVED by the Board of Commissioners of Sarpy County, Nebraska that pursuant to the provisions of the resolution regulating CATV Operations adopted February 25, 1997, approval is hereby given for an extension of the Qwest franchise until December 31, 2011 and the Chairman and Clerk are hereby authorized to sign such documents as may be necessary to confirm this extension.

BE IT FURTHER RESOLVED that this approval is conditioned upon Qwest and its successors fully complying with the terms of the resolution regulating CATV operations adopted February 25, 1997 by this Board and all terms and conditions of said franchise agreement.

DATED this 16th day of November, 2010.

Moved by Tom Richards, seconded by Rich Jansen, that the above Resolution be adopted. Carried.

YEAS
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
County Clerk

NAYS:
none

ABSENT:
none

ABSTAIN:
none



Approved as to form
Kerry A. Schmid
Deputy County Attorney

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION GRANTING APPROVAL OF A TRANSFER OF OWNERSHIP OF A
PERMITTED COMMUNITY ANTENNA TELEVISION SERVICE

WHEREAS, pursuant to Neb. Rev. Stat. Sec. 23-104(6)(Reissue 1997), the County Board has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, the Sarpy County Board of Commissioners have adopted a resolution regulating those entities granted a permit to operate and maintain a community antennae television (CATV) system within Sarpy County and outside the limits of any incorporated city or village, pursuant to Neb. Rev. Stat. Sec. 23-383 to 23-388(Reissue 1997); and,

WHEREAS, a CATV permit was issued to US West, Inc., who now desires to transfer its ownership interest in its CATV system within Sarpy County to QWest Communications International, Inc., and the consent of the County is required under the provisions of the County's regulation; and,

BE IT THEREFORE RESOLVED by the Board of Commissioners of Sarpy County, Nebraska that, pursuant to the provisions of the resolution regulating CATV operations, adopted February 25, 1997, approval is hereby given for the transfer of the franchise or control thereof of CATV permit holder US West, Inc., to QWest Communications International, Inc.; and the Chairman and Clerk are hereby authorized to sign such documents as may be necessary to confirm this approval for the purposes of the transfer.

BE IT FURTHER RESOLVED that this approval is conditioned upon QWest Communications International, Inc. and its successors fully complying with the terms of the resolution regulating CATV operations, adopted February 25, 1997 by this Board.

DATED this 13th day of June, 2000.

Moved by Terri Schram, seconded by Jack Gustlewski, that the above Resolution be adopted. Carried.

Yeas:

Nays:

Absent:

John P. [Signature]

None

Tim Gay

[Signature]

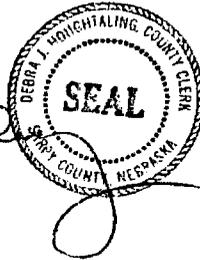
[Signature]

Abstain:

James A. [Signature]

None

[Signature]
County Clerk



BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION REGULATING THE CONSTRUCTION, INSTALLATION, OPERATION,
AND MAINTENANCE OF COMMUNITY ANTENNA TELEVISION SERVICE

WHEREAS, pursuant to Neb. Rev. Stat. Sec. 23-104(6)(Reissue 1991), the County Board has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, Neb. Rev. Stat. Sec. 23-383 (Reissue 1991) authorizes and empowers the County to regulate the construction, installation, operation, and maintenance those persons or entities furnishing community antenna television service; and,

WHEREAS, it is the best interests of and promotes the general welfare of the citizens of Sarpy County to adopt regulations governing those who have been granted a permit to operate and maintain a community antennae television system within Sarpy County and outside the limits of any incorporated city or village, pursuant to Neb. Rev. Stat. Sec. 23-383 to 23-388(Reissue 1991).

BE IT THEREFORE RESOLVED by the Board of Commissioners of Sarpy County, Nebraska that the following regulations are hereby adopted, pursuant to the above mentioned authority:

SECTION 1. Definitions: For purposes of this resolution, the following terms, phrases, words and their derivations, shall have the meanings given herein:

(a) "County" The County of Sarpy County, Nebraska, a governmental subdivision of the State of Nebraska.

(b) "Board" The duly elected County Board of Sarpy County, Nebraska.

(c) "Grantee" the person or entity, to whom or which a permit under this ordinance is granted by the Board, and the lawful successor or assignee of said person, firm, or entity.

(d) "Street" The surface of, and space above and below, any public street, road, highway, freeway, lane, alley, court, sidewalk, parkway, drive or other public property, hereafter existing within the county.

(e) "Gross Revenue" Any and all compensation and other considerations collected or received from users or subscribers or in any manner gained or derived by grantee from the operation of its systems as defined herein in the

jurisdiction of the county as it now exists or may be established hereafter.

(f) "System" A community antennae television system consisting of a system of antennae, cables, wave guides or other conductors, equipment or facilities designed, constructed or used for the purpose of providing television, by cable, through its facilities within the meaning of Nebraska Revised Statute §23-383 to 23-388(Reissue 1991) et seq.

(g) "Subscriber" Any person or entity receiving for any purpose the service of the grantee herein through the system.

SECTION 2. Grant of Authority. The County may from time to time grant to grantees, a non-exclusive permit to construct, install, operate and maintain a system within the limits of Sarpy County, Nebraska, but outside the limits of any incorporated city or village within Sarpy County, subject to all applicable rules and regulations of the Federal Communications Commission and such other applicable laws, rules and regulations of any other governmental entity, include this regulation. Previous actions of the County have resulted in the issuance of permits in the past. This regulation shall apply to all such prior grantees.

SECTION 3. Occupation Tax. Each grantee shall pay to the County on an annual basis, by no later than May 1st of each year, an occupation tax in the amount equal to five percent (5%) of the gross revenue collected during the preceding year. Pursuant to §622(g) of the Cable Act, the occupation tax is considered to be a franchise fee, and includes any tax, fee, or assessment of any kind imposed by the county or the governmental authority on the grantee or the subscriber or both, simply because of their status as such.

SECTION 4. Each grantee shall furnish service to any person or entity applying for said service who is located along the usable lines of the wires, cables, or other conduits of the grantee's system. Said access shall be a reasonable and comparable rate when compared with other subscribers, including installation charges.

SECTION 5. Maps. Within sixty (60) days of the date of issuance of a permit, or for existing permits within 60 days of the adoption of this resolution, grantee shall provide to the Clerk of Sarpy County a strand and conduit map showing the exact location of all wires, cables, conduits, and any other equipment of the system, located within. The grantee shall provide to the Clerk of Sarpy County, before May 1st of each year, a statement certifying that the map presently filed with the Clerk of Sarpy County is true and accurate, or provide an updated map, or a map showing any additions since the prior filing. The purpose of said map is to provide the county or any other public entity with the information necessary to ensure that the cables or equipment are not disturbed by any construction or public works by Sarpy County or any other entity or individual, and the maps shall be sufficient for that purpose.

SECTION 6. Easements. Subject to the approval of the Sarpy County Highway Superintendent, the County shall allow each grantee the right to occupy the rights of way, streets, alleys and other utility easements owned or dedicated to the county, for the purpose of installing, operating and maintaining a system as described herein. Said right to occupy shall be subject to causing a minimum interference with the safe and proper use of streets, alleys and other public ways and places, and cause minimum interference with the rights or reasonable convenience of property owners who adjoin said property, and not to interfere with existing public utility easements or the operations of other grantees.

In case of any disturbance of pavement, sidewalk, driveway or other servicing, including grass or vegetation, the grantee shall at its own expense, replace or restore all said surfacing to a condition as good as existed prior to the disturbance.

If at any time the County lawfully elects to alter or change the grade or location of any street, alley, or other public way, the grantee shall, upon reasonable notice by the county, remove and relocate any of its poles, wires, cables, conduits, or other equipment at its own expense, and in each instance comply with the requirements of the County.

No poles, wires, cables, conduits or other equipment shall be erected by the grantee without complying with any and all other requirements that may be lawfully imposed by the County and any other governmental entity with regard to said installation. Grantee shall receive approval from the Sarpy County Highway Department prior to any installation as described within this section, and shall receive the prior approval of any other governmental entity or utility that may be required.

SECTION 7. Financial Report. At the time of the payment of any occupation tax which may be due under the terms of this permit, the grantee shall file with the county a statement of its gross revenue and other financial operations within the area covered by the terms of this permit. The grantee shall be obligated to provide, at the demand of the County, any additional information as may be required by the county to determine that the amount of occupation tax is correct and proper and that the grantee is otherwise in compliance with the terms of this resolution.

SECTION 8. Indemnification.

(a) It is expressly understood and agreed by and between the grantee and the County, that the grantee shall save the County harmless from any loss sustained by the County by reason of any suit, judgment, execution, claim, or demand resulting from the construction, operation or maintenance by the grantee of its system within the county. The Grantee shall file with the Clerk of Sarpy County and at all times thereafter maintain in full force and effect during the term of said permit or renewal

thereof, at grantee's sole expense, a general comprehensive liability insurance policy, in protection of the county, its officers, boards, commissions, agents and employees, with any company authorized to do business in the State of Nebraska, and in a form satisfactory to the County Attorney of Sarpy County, protecting the county and all persons against loss or damage for personal injury, death and property damage, occasioned by operation of grantee of such system. Said insurance shall be in a minimum amount of One Million Dollars (\$1,000,000), and shall name the County as an additional insured party.

(b) In addition to the above requirements, the grantee shall maintain a automobile liability insurance policy protecting the County, its officers, boards, commissions, agents and employees for any loss sustained by the County by reason of the ownership or operation of any motor vehicles by the grantee while said grantee, its agents, employees or contractors are operating within the scope of their employment under the terms of this permit. Said insurance shall be in a minimum amount of One Million Dollars (\$1,000,000), and name the County as an additional insured party.

SECTION 9. Transfer. A grantee shall not transfer the franchise or control thereof to any other person or entity without prior written approval by the County, such approval to not be unreasonably withheld.

SECTION 10. FCC RULES. Each Grantee will comply with all applicable rules and regulations of the Federal Communications Commission pertaining to customer service and technical standards.

SECTION 11. Standards of Operation; Termination. Each grantee shall provide the County with a copy of any and all written complaints, or a summary of any oral complaints received by it from a member of the public pertaining to the permit or grantee's operations under the terms of this regulation. If based upon the foregoing, or upon other evidence or facts or circumstances, County has reasonable grounds to believe that complaints or other evidence tend to show substandard service or non-compliance with the terms of this resolution, County may terminate or amend the terms of a permit, after providing adequate notice to the grantee and an opportunity to be heard at a public meeting of the Board. The criteria to be used in evaluating the performance of grantee at said hearing shall include, but not be limited to the following:

(a) Violations of any provisions of this resolution, or of any rule, regulation or law of any governmental agency or governmental subdivision;

(b) Material misrepresentation in the application for said permit, or in the subsequent reports and representations made to the County under the terms of said permit;

(c) Continuing and ongoing complaints from citizens or customers concerning the service or cost of service provided by grantee pursuant to the permit herein;

(d) The response, if any, by grantee to the County or subscriber pursuant to any complaint, in considering the grantee's performance pursuant to the regulation herein.

Failure to correct violations may result in the revocation of a permit, or, pursuant to Neb. Rev. Stat. Sec. 23-387(Reissue 1991), such violations may be considered a Class IV misdemeanor.

SECTION 12. New Permits. An application for a new permit must be made on the form provided by the Sarpy County Clerk and submitted for approval to the Sarpy County Board of Commissioners. The granting of a new permit shall not be effective unless the grantee shall file with the Clerk of Sarpy County, in writing, duly executed by the proper officials, an indemnification insurance policy as provided in Section 8.

SECTION 13. Severability. If any section, sentence, clause, or phrase of this resolution or any part thereof is for any reason found to be unconstitutional or unenforceable, such decision shall not effect the validity of the remaining portions of this permit or ordinance, or any part thereof.

DATED this 25th day of February 1997.

Moved by Donald Knell, Sr., seconded by Barton P. Bonn, that the above Resolution be adopted. Carried.

Yeas:

Nays:

Absent:

Wanda A. O'Hara

none

none

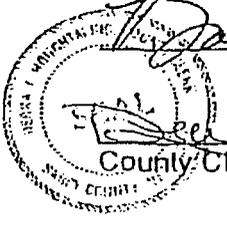
Donald E. Knell

[Signature]

Abstain:

Tim Schram

Bart B



Debra Joughter

none

FCC 394

**APPLICATION FOR FRANCHISE AUTHORITY
CONSENT TO ASSIGNMENT OR TRANSFER OF CONTROL
OF CABLE TELEVISION FRANCHISE**

FOR FRANCHISE AUTHORITY USE ONLY

SECTION I. GENERAL INFORMATION

DATE February 28 ,2003	1. Community Unit Identification Number: NE0472
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2. Application for: Assignment of Franchise Transfer of Control

3. Franchising Authority: Sarpy County, Nebraska	
4. Identify community where the system/franchise that is the subject of the assignment or transfer of control is located: Sarpy County, Nebraska	
5. Date system was acquired or (for system's constructed by the transferor/assignor) the date on which service was provided to the first subscriber in the franchise area:	07/02/1996
6. Proposed effective date of closing of the transaction assigning or transferring ownership of the system to transferee/assignee:	06/01/2000(est)

7. Attach as an Exhibit a schedule of any and all additional information or material filed with this application that is identified in the franchise as required to be provided to the franchising authority when requesting its approval of the type of transaction that is the subject of this application.

Exhibit No.
n/a

PART I - TRANSFEROR/ASSIGNOR

1. Indicate the name, mailing address, and telephone number of the transferor/assignor.

Legal name of Transferor/Assignor (if individual, list last name first) U S WEST Broadband Services, Inc.			
Assumed name used for doing business (if any)			
Mailing street address or P.O. Box 1801 California Street			
City Denver,	State CO	ZIP Code 80202	Telephone No. (include area code) 303-965-0811

2.(a) Attach as an Exhibit a copy of the contract or agreement that provides for the assignment or transfer of control (including any exhibits or schedules thereto necessary in order to understand the terms thereof). If there is only an oral agreement, reduce the terms to writing and attach. (Confidential trade, business, pricing or marketing information, or other information not otherwise publicly available, may be redacted).

Exhibit No.
A

(b) Does the contract submitted in response to (a) above embody the full and complete agreement between the transferor/assignor and the transferee/assignee?

Yes No

If No, explain in an Exhibit.

Exhibit No.
n/a

PART II - TRANSFEREE/ASSIGNEE

1.(a) Indicate the name, mailing address, and telephone number of the transferee/assignee.

Legal name of Transferee/Assignee (if individual, list last name first)			
QWEST COMMUNICATIONS INTERNATIONAL INC.			
Assumed name used for doing business (if any)			
Mailing street address or P.O. Box			
555 Seventeenth Street			
City	State	ZIP Code	Telephone No. (include area code)
Denver	CO	80202	(303)992-1600

(b) Indicate the name, mailing address, and telephone number of person to contact, if other than transferee/assignee.

Name of contact person (list last name first)			
R. Steven Davis, Esq.			
Firm or company name (if any)			
Owest Communications International Inc.			
Mailing street address or P.O. Box			
555 Seventeenth Street			
City	State	ZIP Code	Telephone No. (include area code)
Denver	CO	80202	(303)992-1600

(c) Attach as an Exhibit the name, mailing address, and telephone number of each additional person who should be contacted, if any.

Exhibit No. B

(d) Indicate the address where the system's records will be maintained.

Street address		
1801 California Street		
City	State	ZIP Code
Denver	Colorado	80202

2. Indicate on an attached exhibit any plans to change the current terms and conditions of service and operations of the system as a consequence of the transaction for which approval is sought.

Exhibit No. C

SECTION II. TRANSFEREE'S/ASSIGNEE'S LEGAL QUALIFICATIONS

1. Transferee/Assignee is:

Corporation

a. Jurisdiction of incorporation: Delaware	d. Name and address of registered agent in jurisdiction: CT Corporation System Corporation Trust Center 1209 Orange Street Wilmington, DE
b. Date of incorporation: 16-Jan-96	
c. For profit or not-for-profit: for profit	

Limited Partnership

a. Jurisdiction in which formed:	c. Name and address of registered agent in jurisdiction:
b. Date of formation:	

General Partnership

a. Jurisdiction whose laws govern formation:	b. Date of formation:
--	-----------------------

Individual

Other. Describe in an Exhibit.

Exhibit No. n/a

2. List the transferee/assignee, and, if the transferee/assignee is not a natural person, each of its officers, directors, stockholders beneficially holding more than 5% of the outstanding voting shares, general partners, and limited partners holding an equity interest of more than 5%. Use only one column for each individual or entity. Attach additional pages if necessary. (Read carefully - the lettered items below refer to corresponding lines in the following table.)

- (a) Name, residence, occupation or principal business, and principal place of business. (If other than an individual, also show name, address and citizenship of natural person authorized to vote the voting securities of the applicant that it holds.) List the applicant first, officers, next, then directors and, thereafter, remaining stockholders and/or partners.
- (b) Citizenship.
- (c) Relationship to the transferee/assignee (e.g., officer, director, etc.).
- (d) Number of shares or nature of partnership interest.
- (e) Number of votes.
- (f) Percentage of votes.

(a) Please see attached Ex D		
(b)		
(c)		
(d)		
(e)		
(f)		

3. If the applicant is a corporation or a limited partnership, is the transferee/assignee formed under the laws of, or duly qualified to transact business in, the State or other jurisdiction in which the system operates?

Yes No

If the answer is No, explain in an Exhibit.

Exhibit No.
E

4. Has the transferee/assignee had any interest in or in connection with an applicant which has been dismissed or denied by any franchise authority?

Yes No

If the answer is Yes, describe circumstances in an Exhibit.

Exhibit No.
n/a

5. Has an adverse finding been made or an adverse final action been taken by any court or administrative body with respect to the transferee/assignee in a civil, criminal or administrative proceeding, brought under the provisions of any law or regulation related to the following: any felony; revocation, suspension or involuntary transfer of any authorization (including cable franchises) to provide video programming services; mass media related antitrust or unfair competition; fraudulent statements to another government unit; or employment discrimination?

Yes No

If the answer is Yes, attach as an Exhibit a full description of the persons and matter(s) involved, including an identification of any court or administrative body and any proceeding (by dates and file numbers, if applicable), and the disposition of such proceeding.

Exhibit No.
n/a

6. Are there any documents, instruments, contracts or understandings relating to ownership or future ownership rights with respect to any attributable interest as described in Question 2 (including, but not limited to, non-voting stock interests, beneficial stock ownership interests, options, warrants, debentures)?

Yes No

If Yes, provide particulars in an Exhibit.

7. Do documents, instruments, agreements or understandings for the pledge of stock of the transferee/assignee, as security for loans or contractual performance, provide that: (a) voting rights will remain with the applicant, even in the event of default on the obligation; (b) in the event of default, there will be either a private or public sale of the stock; and (c) prior to the exercise of any ownership rights by a purchaser at a sale described in (b), any prior consent of the FCC and/or of the franchising authority, if required pursuant to federal, state or local law or pursuant to the terms of the franchise agreement will be obtained?

Yes No

If No, attach as an Exhibit a full explanation.

Exhibit No.
F

SECTION III. TRANSFEREE'S/ASSIGNEE'S FINANCIAL QUALIFICATIONS

1. The transferee/assignee certifies that it has sufficient net liquid assets on hand or available from committed resources to consummate the transaction and operate the facilities for three months.
2. Attach as an Exhibit the most recent financial statements, prepared in accordance with generally accepted accounting principals, including a balance sheet and income statement for at least one full year, for the transferee/assignee or parent entity that has been prepared in the ordinary course of business, if any such financial statements are routinely prepared. Such statements, if not otherwise publicly available, may be marked CONFIDENTIAL and will be maintained as confidential by the franchise authority and its agents to the extent permissible under local law.

Yes No

Exhibit No.
G

SECTION IV. TRANSFEREE'S/ASSIGNEE'S TECHNICAL QUALIFICATIONS

Set forth in an Exhibit a narrative account of the transferee's/assignee's technical qualifications, experience and expertise regarding cable television systems, including, but not limited to, summary information about appropriate management personnel that will be involved in the system's management and operations. The transferee/assignee may, but need not, list a representative sample of cable systems currently or formerly owned or operated.

Exhibit No.
H

SECTION V - CERTIFICATIONS

Part I - Transferor/Assignor

All the statements made in the application and attached exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

<p>I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.</p>	<p>Signature <i>Vickey L. Callen</i></p>
<p>WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.</p>	<p>Date February 22 2000 Print full name Vickey L. Callen, Vice President</p>
<p>Check appropriate classification:</p> <p> <input type="checkbox"/> Individual <input type="checkbox"/> General Partner <input checked="" type="checkbox"/> Corporate Officer (Indicate Title) <input type="checkbox"/> Other. Explain: </p>	

Part II - Transferee/Assignee

All the statements made in the application and attached Exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

The transferee/assignee certifies that he/she:

- (a) Has a current copy of the FCC's Rules governing cable television systems.
- (b) Has a current copy of the franchise that is the subject of this application, and of any applicable state laws or local ordinances and related regulations.
- (c) Will use its best efforts to comply with the terms of the franchise and applicable state laws or local ordinances and related regulations, and to effect changes, as promptly as practicable, in the operation system, if any changes are necessary to cure any violations thereof or defaults thereunder presently in effect or ongoing.

<p>I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.</p>	<p>Signature <i>Drake S. Tempest</i></p>
<p>WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.</p>	<p>Date February 28 2000 Print full name Drake S. Tempest, Executive Vice President General Counsel and Corporate Secretary</p>
<p>Check appropriate classification:</p> <p> <input type="checkbox"/> Individual <input type="checkbox"/> General Partner <input checked="" type="checkbox"/> Corporate Officer (Indicate Title) <input type="checkbox"/> Other. Explain: </p>	

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Asst. Purchasing Agent
(402) 593-4164
Beth Cunard, Senior Buyer/Contract Administrator
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

Memo

To: Sarpy County Board of Commissioners

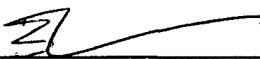
From: Beth Cunard

Re: Extension of Cable Company Agreement

On October 20, 2011 County Administrator Mark Wayne received a letter from Qwest Broadband Services, Inc. d/b/a CenturyLink (QBSI) requesting an extension of the cable services agreement from December 31, 2011 until April 30, 2012. This requested extension would streamline the franchise agreements they hold with both the City of Omaha and Sarpy County.

This has been reviewed by Administration and the County Attorney's Office and is recommended for approval. If you have any questions, please feel free to contact me at bcunard@sarpy.com.

October 25, 2011



Beth Cunard

Cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Patrick Haggerty, QBSI