

**CITY OF NORTH ST. PAUL
CITY COUNCIL
REGULAR MEETING AGENDA
OCTOBER 6, 2020
6:30 PM**

The City of North St. Paul is moving all of its public meetings online effective August 4, 2020. The move to online meeting access via Zoom ensures compliance with the Governor's Emergency Executive Order and face covering mandate while providing our City Council members, staff and residents with safe and comfortable access to public meetings. Access information and links to meetings are available at northstpaul.org. This change to online meeting access will remain in effect until further notice. (Stat. 13D.02 subd. 4)

The **October 6th Zoom meeting** can be accessed [HERE](#) or via:
<https://wsbeng.zoom.us/> (from a PC, Mac, tablet, iPhone or Android device)
Meeting ID: 992 0651 9334
Password: 648191
or by phone at 1-929-205-6099, meeting ID 992 0651 9334, password 648191.

The City Council Zoom meeting will be 'open to the public' to listen in, but will be muted from contributing at all times with the exception of a Public Hearing and open to the public forum.

Please join the meeting early to test your audio and video settings. If you join via a device and your audio is not working, you may need to use the dial-in phone number option in order to be heard.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Council Member Thorsen
Council Member Petersen
Council Member Walczak
Council Member Sonnek
Mayor Furlong

IV. ADOPT AGENDA

V. PRESENTATIONS

VI. CONSENT AGENDA

- A. September 8, 2020 workshop meeting minutes.
- B. September 15, 2020 workshop meeting minutes.
- C. September 22, 2020 workshop meeting minutes.
- D. September 15, 2020 regular meeting minutes.

- E. General accounts payable: \$1,642,034.17.
- F. HRA accounts payable: \$1,787.44
- G. Declare surplus property (2008 Ford Crown Victoria & 2012 Chevrolet Tahoe)
- H. CSAH 68 (McKnight Road) Intersection Improvements Project – Construction Pay Voucher No.5

VII. MEETING OPEN TO THE PUBLIC

Note: This is a courtesy extended to persons wishing to address the council who are not on the agenda. A completed public comment form should be presented to the Deputy Clerk prior to the meeting; presentations will be limited to 3 minutes. This session will be limited to 15 minutes.

VIII. PUBLIC HEARINGS

IX. CITY BUSINESS ACTION ITEMS & RECOMMENDATIONS

- A. Request to extend working hours on the downtown redevelopment/street and utility project
- B. Request to Purchase Three New 2021 Police Patrol Vehicles
- C. Notice to withdraw from Joint and Cooperative Agreement
- D. Cable Commission – First Reading
- E. 2487 Minor Subdivision and Variance
- F. Mary Jo Lane Sanitary Sewer Extension
- G. Approve quotes and award contract for tree removal/ RWMWD
- H. City Council meeting calendar related to the reinstatement of the October 6th workshop and regular meeting and rescheduling the Canvass meeting.
- I. 15th Ave Street Overlay
- J. Business Grant Program Approval

X. REPORTS OF CITY MANAGER & DEPARTMENTS

XI. REPORTS OF COUNCIL, COMMISSIONS & COMMITTEES

XII. GENERAL BUSINESS

XIII. CLOSED SESSION

- A. There are no closed sessions.

XIV. ADJOURNMENT

The next regularly scheduled City Council meeting is Tuesday, October 20, 2020 at 6:30 p.m.

City of North Saint Paul
September 8, 2020
Proposed City Council Budget Workshop Meeting Minutes

The September 8, 2020 meeting was held via Zoom and complied with all requirements of Minnesota State Statute 13D.021.

I. CALL TO ORDER

Mayor Furlong called the meeting to order at 5:00 p.m.

II. ROLL CALL

Present: Council Member Scott Thorsen
Council Member Candy Petersen
Council Member Tom Sonnek
Council Member Jan Walczak
Mayor Terry Furlong

Staff: City Manager Scott Duddeck, Deputy Clerk Jennie Kloos, Public Works Superintendent Ron Ritchie, Finance Director Jason Zimmerman, Communications Consultant Kari Erpenbach, Police Chief Tom Lauth, Fire Chief Jason Mallinger, City Engineer Morgan Dawley

III. TOPIC(S)

A. Utility Budget Discussion

Finance Director Zimmerman presented Council with information which included 2021 rates, budgets and debt planning for water, waste water and surface water funds. In conjunction with the General Fund budget and levy, staff has begun the process of discussing utility rates, budgets, debt, and capital outlay. In an effort to streamline scenario modeling for Council consideration, staff is seeking Council input on the current viability of the approved five-year plan, the potential for rate adjustments, and the use of reserves to fund debt service and capital projects for water, waste water, and surface water funds

An in-depth discussion occurred between Mayor Furlong – Council Members, City Manager Duddeck, and City Engineer Dawley regarding street overlay vs. reconstruction. Mayor Furlong summed up the conversations, noting that the consensus is to continue with the over lay of street projects for a few more years rather than a full street reconstruction or a hybrid depending on many variables of the street and infrastructure condition.

Council Member Thorson mentioned that similar to last year, he would agree to not raise fees on utility rates. Mr. Zimmerman suggested setting rates for the future to be able to have a sustainable model to work with and asked if Council was interested in outsourcing to have a feasibility study done. The most recent study was completed in 2013. Mr. Thorson questioned what the actual benefit of having a study done and what the end result would be?

City Manager Duddeck touched on the replacement of the north water tower in the future (the smaller of the two towers, holding 300,000 gallons of water compared to the south water tower that holds 500,000). City Engineer Dawley also agreed and would also recommend replacing the water tower rather than maintaining.

IV.OTHER BUSINESS

City Manager Duddeck updated the Mayor and Council on a few topics for discussion/ updates:

- Due to the consent decree that extends the deadline to accept mail ballots received through the mail up to 7 days following Election Day, we will only be able to canvass on 11/12 or 11/13. Consensus is to change the November 6th date to Thursday, November 12th, time TBD.
- Due to COVID-19, Mr. Duddeck is recommending to cancel National Night Out, reschedule for October 6th, 2020. Mayor and Council also agree to cancel for this year.
- Signs have been randomly posted on the drop off mailboxes by an unknown with the message that “mail will not be picked up until October 14th”. According to the postal post master, this is a hoax and mail continues to be picked up normal hours.
- Projects are moving along well. The demo of the last building on 7th Ave East has been completed.
- Confirmation of Kwik Trip building has been confirmed with the closing on the property with council approval set for November and construction to begin Spring 2021.

V. ADJOURNMENT

There being no further business, on motion by Council Member Walczak, seconded by Council Member Sonnek, with all present voting aye (5-0), Mayor Furlong adjourned the workshop meeting at 6:27 p.m.

Terrence J. Furlong, Mayor

Attest:

Scott A. Duddeck, City Manager/Clerk

City of North Saint Paul
September 15, 2020
Proposed City Council Workshop Meeting Minutes

The September 15, 2020 meeting was held via Zoom and complied with all requirements of Minnesota State Statute 13D.021.

I. CALL TO ORDER

Acting Mayor Walczak called the meeting to order at 5:02 p.m.

II. ROLL CALL

Present: Council Member Thorsen
Council Member Petersen
Council Member Sonnek
Acting Mayor Walczek

Absent: Mayor Furlong (Excused)

Staff: City Manager Scott Duddeck, Deputy Clerk Jennie Kloos, Finance Director Jason Zimmerman, Communications Consultant Kari Erpenbach, Fire Chief Jason Mallinger, Police Chief Tom Lauth, Electric Director Brian Frandle, Accountant Kyle Stasica, Public Works Superintendent Ron Ritchie, City Planner Erin Perdu, City Engineer Morgan Dawley, City Attorney Soren Mattick

III. TOPIC(S)

A. Preliminary/Final Plat and Preliminary/ Final PUD for 2329 17th Ave E

City Planner Erin Perdu reviewed the Delaware Place preliminary and final plat. Currently, new plans have been received with many key updates. City Engineer Morgan Dawley stated the plans meet all requirements from an engineering standpoint. He added, upon approval, the applicant will be allowed to begin grading on the site.

B. Budget

Finance Director Jason Zimmerman reviewed the 2021 preliminary budgets and levies for the General Fund, the debt levy, the HRA and EDA. He noted the proposed levy is flat from 2020 with no increase and gave an overview on a PowerPoint presentation.

C. Additional Workshop Meetings

City Manager Duddeck mentioned that the final approved workshop was to end on September 22nd and mentioned a decision would need to be made if Council would like to end the additional meetings or continue. Councilmember Thorson stated that the preliminary budget process is now completed and wouldn't mind seeing changes go back to somewhat normal. Mr. Duddeck commented that additional meetings can always be scheduled if needed and encouraged councilmembers to reach out to him for any reason at anytime. The consensus was not to continue the additional workshop meetings going forward.

V. OTHER BUSINESS

Councilmember Sonnek gave a shout out for the news and event that are being made available for the public. Mr. Duddeck stated that efforts continue to expand to keep the public updated and also mentioned that he would also like to look at discontinuing the written format of the newsletter. He stated that the information is now reaching residents via social media, through email and our City website. Communications Consultant Kari Erpenbach encouraged residents to subscribe to receive the email update. The information is in real time, it's quick, and cost effective. Councilmember Petersen stated the we stop with the paper copy of the newsletter. The consensus of the council is to cancel the newsletter copy and to continue on with social media and email.

Mr. Duddeck stated a time is needed for the Canvass meeting set for November 12th. Council consensus is to schedule the Canvass meeting to 5:00.

Downtown project continues progress with utility work and excavation to start on Thursday. Approximately 20 trucks will be going back and forth moving 3500 yards of fill per day.

VI. ADJOURNMENT

There being no further business, on motion by Council Member Thorson, seconded by Council Member Petersen, with all present voting aye, Mayor Furlong absent (4-0), Acting Mayor Walczak adjourned the workshop meeting at 6:11 p.m.

Acting Mayor, Walczak

Attest:

Scott A. Duddeck, City Manager/Clerk

City of North Saint Paul
September 22, 2020
Proposed City Council Budget Workshop Meeting Minutes

The September 22, 2020 meeting was held via Zoom and complied with all requirements of Minnesota State Statute 13D.021.

I. CALL TO ORDER

Mayor Terry Furlong called the meeting to order at 5:00 p.m.

II. ROLL CALL

Present: Council Member Scott Thorsen
Council Member Candy Petersen
Council Member Tom Sonnek
Council Member Jan Walczak
Mayor Terry Furlong

Staff: City Manager Scott Duddeck, Deputy Clerk Jennie Kloos, Public Works Superintendent Ron Ritchie, Finance Director Jason Zimmerman, Communications Consultant Kari Erpenbach, Fire Chief Jason Mallinger, Electric Director Brian Frandle.

III. TOPIC(S)

A. Operational updates

City Manager Duddeck updated the Mayor and Council that this would be the last scheduled additional workshop meeting. Meetings will go back to originally scheduled on the 1st and 3rd before Council meetings. Updates were reported on the BP Gas Station demolition, and Uptown Commons. Mr. Duddeck informed council that housing plans on the 19th Ave housing project will be going through the variance process.

Electric Director Brian Frandle updated the Mayor and Council on current projects. Including the Anchor North project, moving old poles and setting temporary poles on 7th Ave E, and the continuation of phase 2 at MI Homes, burying 400' of wire.

Public Works Superintendent Ron Ritchie updated the Mayor and Council on projects Public Works has been working on. Including crack filling, building demolition, equipment preparation for the winter months and landscaping at Rotary Park.

Communications Consultant Kari Erpenbach updated the Mayor and Council on software and website updates. Kari also mentioned the open house/dedication ceremony for Housing for Heros to be held on Thursday, September 24th at 2:00 p.m. at the Veteran's Park

Finance Director Jason Zimmerman updated the Mayor and Council on OpenGov software and commented that it will be a good change.

Fire Chief Jason Mallinger gave an in-depth overview on staffing, the Booya event coming up on Sunday, October 4th, updating individual and department photos and rental licensing.

Mr. Duddeck updated the Mayor and council on the Police Department with information regarding preparing 3 vehicles for auction, with no replacements for this year. Upcoming with Council will be the discussion on Bodycams

V. OTHER BUSINESS

There was no other business.

VI. ADJOURNMENT

There being no further business, on motion by Council Member Walz, seconded by Council Member Sonnek, with all present voting aye (5-0), Mayor Furlong adjourned the workshop meeting at 6:01 p.m.

Terrence J. Furlong, Mayor

Attest:

Scott A. Duddeck, City Manager/Clerk

**City of North Saint Paul
September 15, 2020
Proposed Regular City Council Meeting Minutes**

I. CALL TO ORDER

Acting Mayor Walczak called the meeting to order at 6:30 p.m. The meeting was conducted via Zoom.

II. THE PLEDGE OF ALLEGIANCE

All present recited the Pledge of Allegiance.

III. ROLL CALL

Present: Council Member Thorsen
Council Member Petersen
Acting Mayor Walczak
Council Member Sonnek

Absent: Mayor Furlong

Staff: City Manager Scott Duddeck, City Engineer Morgan Dawley, City Planner Erin Perdu, Finance Director Jason Zimmerman, City Attorney Soren Mattick, Deputy Clerk Jennie Kloos.

IV. ADOPT AGENDA

On motion by Council Member Petersen, seconded by Council Member Sonnek, with all present voting aye (4-0), motion carried to approve the agenda as submitted.

V. PRESENTATIONS

Constitution Week Proclamation

Acting Mayor Walczak read in full a Proclamation declaring September 17-23, 2020 as Constitution Week.

Direct Support Professional Recognition Week Proclamation

Acting Mayor Walczak read in full a Proclamation declaring September 13-19, 2020 as Direct Support Professional (DSP) Recognition Week

VI. APPROVAL OF CONSENT AGENDA

On motion by Council Member Thorsen, seconded by Council Member Sonnek, with all present voting aye (4-0), motion carried to approve the consent agenda, Resolution No. 2020-095 consisting of:

- A. August 25, 2020 Budget meeting minutes
- B. September 1, 2020 workshop meeting minutes.
- C. September 1, 2020 regular meeting minutes.
- D. General accounts payable: \$1,848,670.70.
- E. EDA accounts payable: \$925.00.
- F. HRA accounts payable: \$8,016.83.
- G. Set Public Hearing Date for Special Assessments for Unpaid City Bills on October 20, 2020. Resolution No. 2020-096.
- H. Special Event Permit for the American Legion Brat 'n Corn Feed, Saturday, September 19, 2020. Resolution No. 2020-097.
- I. Temp On-Sale Liquor License/Permit for Housing First Minnesota Foundation. Resolution 2020-098.

Mr. Duddeck reviewed the last two Consent Agenda Items: a special event permit for the American Legion's annual Brat & Corn Feed, and a temporary on-sale liquor license for a ribbon cutting ceremony and appreciation event to be hosted by Housing First Minnesota Foundation near the Veterans Home on September 24, 2020.

VII. MEETING OPEN TO PUBLIC

John Schmahl asked whether the general public can have access to the meeting packet for City Council workshops prior to the meeting. He added he would like to have the paper handout so he can follow along.

Council Member Thorsen stated the information should be posted on the City website. He added the agenda is posted, but there is no supporting documentation, although there has not been much documentation up to this point. He noted budget information should be posted on the website so residents can follow along.

Mr. Duddeck agreed that City Staff will look into getting that corrected right away.

Mr. Schmahl stated he hopes that residents will have access to the meeting packet for the City Council's next workshop.

VIII. PUBLIC HEARINGS

There were no scheduled hearings.

IX. CITY BUSINESS ACTION ITEMS & RECOMMENDATIONS

A. Preliminary/Final Plat and Preliminary/Final PUD for 2329 17th Ave. E

City Planner Erin Perdu reviewed the Delaware Place preliminary and final plat which was tabled in August due to questions that remained to be addressed by the applicant. She added City Staff have reviewed the applicant's recent submissions and are prepared to make a recommendation.

Ms. Perdu stated the 2.5 acre parcel is currently zoned R-2 and the proposed density is consistent with the Comprehensive Plan. She added a significant revision is the addition of a drainage and utility easement over all of Outlot B, a large open space on east end of the site. A revised site plan

was submitted with changes as recommended at the last City Council review of this issue, including a 10-foot wide public access path from the end of the private roadway to the public open space, and sidewalk connecting the existing sidewalk on 17th Avenue to the entrance to the development on Delaware Avenue.

Ms. Perdu stated a proposed landscape plan includes a row of red cedar trees to create a buffer between homes and the path leading to open space. A few trees are proposed to be removed so they do not interfere with drainage patterns. Screening is proposed for HVAC units on the sides of buildings.

City engineer Morgan Dawley presented the utility plan, with significant changes. He added some comments have been noted, requiring a more standard approach to removing existing sanitary sewer and water in the vicinity to prepare for construction of new utilities that will be publicly owned, operated and maintained, but installed by the developer.

Mr. Dawley stated the open space park area has been redesigned to ensure appropriate drainage to the stormwater treatment basin, which is proposed as a part of the overall stormwater management of the site, in conformance with City requirements. He added the applicant will need to acquire necessary approvals from Ramsey-Washington Watershed District, but they appear to have everything they need to go through that process successfully.

Mr. Dawley stated the plans meet all requirements from an engineering standpoint. He added, upon approval, the applicant will be allowed to begin grading on the site. He noted a homeowner's association for this development will maintain and operate stormwater management, although the water main will be public.

Ms. Perdu stated City Staff recommends conditional approval. She added the developer wants to begin the project this fall. She added the applicant and their engineer have joined the meeting and are available for questions.

Council Member Petersen stated she hopes this development will go smoothly, and City Staff and WSB have expressed their recommendation of support.

Council Member Thorsen stated he does not have any concerns about moving this project forward. He asked why contingencies are necessary with regard to starting the project this fall, as there are many conditions that could cause delays. He added it is a testament to the process that this project has come so far and is now ready to be developed. He thanked City Staff for all the work they have put into this review, and he thanked the builder for sticking with the project, which has been unique and challenging.

Council Member Thorsen stated he feels that this should have been a private transaction with no City involvement, but he is glad there will be a vote tonight. He added he hopes all goes well for the developer and construction is completed quickly, so people can move in and join the community.

On motion by Council Member Sonnek, seconded by Council Member Thorsen, with all present voting aye (4-0), motion carried to Adopt Resolution No. 2020-099, Resolution No. 2020-100, Resolution 2020-101 Adopting A Preliminary/Final Plat and Preliminary/Final PUD for 2329 17th Ave. E, and Delaware Contract for Private Development.

Paul Bruggeman, the applicant, thanked the city Council for their patience and support.

B. Delaware Contract for Private Development

Approval for this item was covered under Agenda Item IX.A.

C1. Approval of the preliminary 2021 General Fund budget and tax levy and set public meeting date.

Finance Director Jason Zimmerman reviewed the 2021 preliminary budgets and levies for the General Fund, the debt levy, the HRA and EDA. He noted the proposed levy is flat from 2020 with no increase.

Mr. Zimmerman stated residential market values are assessed by Ramsey County and the City has no impact on market values. He added tax capacity and market value levies are displayed on residential tax statements. He noted property tax levies can change based on market conditions, market values and jurisdictions.

Mr. Zimmerman stated the estimated market value of the median value residential home has surpassed 2007 by 10.2%. He added 2007 is typically a benchmark. He noted residential homestead values increased for median value homes by 7.2%, which is the fourth largest increase in Ramsey County. He added the HRA and EDA levies increased by 10.74% from 2020.

Mr. Zimmerman reviewed preliminary budget highlights, including an overall General Fund budget reduction of 8.92%; investment in infrastructure; commitment to City-operated public safety; promoting redevelopment; increased transparency and customer service; and continuation of a balanced budget. He reviewed preliminary valuation and market value trends, which indicate the City has experienced drastic increases to median property values in the last 7 years.

Mr. Zimmerman reviewed the City portion of preliminary tax impact for median residential property with a value of \$229,000, and taxable market value of \$212,370. He added the median value home has a tax capacity rate of 38.36%, and taxes of \$815.00 with \$92.00 for an estimated referendum for a total of \$907.00. He noted this total is a zero dollar change from 2020.

Mr. Zimmerman stated, with regard to the general budget, the majority of revenue has been generated by taxes and Local Government Aid (LGA). He added, however, cities experienced the maximum reduction in LGA in this budget cycle. He noted the vast majority of expenditures went to personnel services and contractual services.

Mr. Zimmerman stated the State of Minnesota offers tax refund programs with requirements for eligibility, as well as a senior citizen property tax deferral program. He encouraged residents to visit the City website for more information.

Mr. Zimmerman stated City Staff recommends City Council adoption of a resolution for the proposed budgets and tax levies, and to set December 1, 2020 as the Truth in Taxation meeting date.

Council Member Petersen thanked Mr. Zimmerman, adding the presentation was well done and the information is easy for residents to understand.

Council Member Sonnek stated he appreciated the presentation, including the visual of a dollar bill broken into different City costs, which is helpful for people to see

Council Member Thorsen stated this has been a unique budget year, with major changes and staffing adjustments. He added he is glad the City Council could reach a consensus on a zero increase in the levy. He noted he intends to vote against the HRA levy because he does not feel that it is necessary. He thanked City Staff for doing a great job on the budget and looks forward to 2021 being a better year for everyone.

On motion by Council Member Petersen, seconded by Council Member Thorsen, with Acting Mayor Walczak and Council Members Petersen and Thorsen voting aye, Council Member Sonnek voting nay (4-0), motion carried to Adopt Resolution No. 2020-102 Setting Preliminary 2021 General Fund Tax Levy and Debt Service Levy.

On motion by Council Member Thorsen, seconded by Council Member Sonnek, with all present voting aye (4-0), motion carried to Adopt Resolution No. 2020-103 Adopting Preliminary 2021 Tax Levy for North St. Paul Economic Development Authority.

On motion by Council Member Sonnek, seconded by Council Member Petersen, with Acting Mayor Walczak and Council Members Petersen and Sonnek voting aye, Council Member Thorsen voting nay, (3-1), motion carried to Adopt Resolution No. 2020-104 Adopting Preliminary 2021 Tax Levy for the North St. Paul Housing and Redevelopment Authority.

Council Member Sonnek stated, while this vote was supported by a majority of the City Council, not all Council Members are supportive of a zero percent levy increase. He added it is important for residents to understand that, even though it is easy to say that their taxes are too high, they should consider what that is in comparison to, and how much they are willing to pay for City services. He added a homeowner with median value home pays \$30.41 for Police and Fire services, which seems very reasonable, and constitutes 40% of the tax bill. He noted he had hoped there could be a more balanced approach, so that severe cuts were not necessary.

C2. Approval of the preliminary 2021 preliminary EDA tax levy.

Approval for this item was covered under Agenda Item IX.C1.

C3. Approval of the preliminary 2021 HRA tax levy.

Approval for this item was covered under Agenda Item IX.C1.

D. City Council meeting calendar related to National Night Out, additional remote workshop meetings and Election Canvass.

Approval for this item was covered under Agenda Item IX.C1.

X. REPORTS OF CITY MANAGER AND DEPARTMENTS

Mr. Duddeck stated the rescheduled National Night out has been cancelled, and the City Council can reschedule their October 6, 2020 Regular Meeting, as originally scheduled on the 2020 Meeting Calendar.

Mr. Duddeck stated extra City Council Work Shops have been scheduled through September 22, 2020 and the City Council consensus is that additional Work Shops will not be continued beyond that date.

Mr. Duddeck stated the election canvassing is proposed to be set for November 12, 2020.

On motion by Council Member Thorsen, seconded by Council Member Sonnek, with all present voting aye (4-0), motion carried to approve the following Meeting Calendar dates: October 6, 2020 City Council Regular Meeting has been added back to the meeting agenda; City Council extra workshops will lapse on September 22, 2020; and the election canvassing meeting is scheduled for November 12, 2020 at 5:00 p.m.

Mr. Duddeck stated utility work continues in the downtown area, with the new watermain nearly completed and storm sewer work is in progress, to be followed by concrete curb installation in the coming weeks. He added excavation will begin this week at the former City Hall site for construction of Uptown Commons, and a lot of truck traffic will be entering and exiting from the downtown area. He noted the haul route will be posted on the City's website.

Mr. Duddeck stated road construction continues on 7th Avenue with concrete curb and gutter and center islands. He added asphalt paving will be done soon. He noted landscaping will not be completed until the spring.

Mr. Duddeck stated work continues on the Anchor North site with traffic signals, street lights and paving on McKnight Road at the new Anchor Drive intersection. He added progress is being made on the 3-story storage facility, and the apartment complex is expected to begin at the end of September after they close on the property. He noted Kwik Trip plans to submit their plans and designs to the Planning Commission at their November 2020 meeting, to be forwarded to the City Council for consideration and approval.

Mr. Duddeck stated the annual Fire Department Booya will be held this year but in a different format due to the pandemic, involving pre-sale on specific dates. He added tonight was the first pre-sale event, with upcoming dates on Saturday September 19, 2020 from 9:00 a.m. - 12:00 p.m., and Tuesday September 22, 2020 from 5:00 – 7:00 p.m. He added this effort has been very successful so far, with 95 gallons already sold in their first night. He noted the format is beneficial as people can purchase booya ahead of time, and not wait in long lines.

Mr. Duddeck stated City Staff have been putting out a weekly newsletter in electronic format which can be accessed through the City website. He added the information is more cost efficient and timely than the printed newsletter which was generally delayed in reaching residents through their water bill, and will be discontinued. He encouraged residents to visit the City website, and click on the link at the bottom to register for email newsletters.

Mr. Duddeck stated Public Works crews are currently working on asphalt crack seal on newer City streets, starting in the north end of the community.

XI. REPORTS OF COUNCIL, COMMISSIONS & COMMITTEES

Council Member Sonnek stated the Planning Commission met on September 3, 2020 and had a discussion regarding Zoning Code updates. He added the Commission will not be meeting twice a month as development issues have slowed down.

Council Member Petersen stated the League of Minnesota Cities held their first ever Virtual Retreat, which was well-done, and addressed issues related to public safety, race equity and communications. She added the League is developing programs and will provide resources to communities to engage in race and equity discussions with residents.

Council Member Petersen stated the Parks & Recreation Commission meeting will be held September 23, 2020 via Zoom and will probably be on the City website.

Council Member Thorsen stated the Economic Development Authority meeting format has changed and will meet via Zoom in between quarterly meetings. He added there was a Zoom meeting on Tuesday, September 8, 2020, and the EDA received updates from City Staff on development projects. He added he brought up concerns about what their intentions for funding for future redevelopment projects, which is currently a reactionary policy. He noted the consensus was to hold off on identifying parcels for future acquisition, which could interfere with the free market.

Council Member Thorsen stated the EDA has not had a budget to work with in the past, but that is being built up, and hopefully the EDA can continue to be as engaged with the community as possible. He added the EDA planned to discuss the proposed “welcome” packet for new residents but they ran out of time. He noted he believes City Staff continues to work on that initiative.

Council Member Thorsen stated the EDA discussed potential uses for CARES Act funding that has been applied to the Public Safety budget. He added an emergency relief grant was discussed, and the consensus of the EDA was that it should be City Council-driven. He noted he spoke with Mayor Furlong about putting something together to spark the conversation, to move it forward and act within the next few months, as local businesses are already struggling and CARES Act funding would be helpful.

Council Member Thorsen stated he was not able to attend the Business Association meeting at the American Legion, which was their first meeting in a long time.

XII. GENERAL BUSINESS

Council Member Sonnek encouraged residents to sign up for the City email newsletter on the North St. Paul website. He added it is very helpful information.

Council Member Sonnek thanked Acting Mayor Walczak for doing a good job filling in for Mayor Furlong.

Council Member Petersen stated she attended the Business Association meeting, which was not well-attended, but they are trying to get back into a regular schedule over the coming months. She added very good lunch was served. She noted Mr. Duddeck gave an excellent update on City events and happenings.

Council Member Petersen stated the POW-MIA event at Veteran's Park was a wonderful event, and very well-attended, and the weather was beautiful. She thanked Acting Mayor Walczak for representing the City at that event.

Council Member Petersen stated she recently met several City Council hopefuls who are willing to serve the City. She added a Candidate Meet & Greet is scheduled for September 30, 2020 at 6:00 p.m. at the American Legion. She noted it will be an informal event, and the public is welcome.

Council Member Thorsen stated action is required on the Cable Commission agreement, for which the deadline is October 15, 2020. He added he spoke with Mr. Duddeck about this issue, and a discussion planned for the City Council's first meeting in October.

Council Member Thorsen requested an update on the Emergency Declaration situation. He added he had mentioned this issue at the last City Council meeting.

Mr. Duddeck stated there have been no updates and the Staff recommendation is to continue to model the State of Minnesota. He added all metro area cities are doing the same thing. He noted the Emergency Declaration has been extended by the Governor for another 30 days.

Council Member Thorsen requested a regular update on this issue at every City Council meeting. Mr. Duddeck agreed.

Acting Mayor Walczak stated the MIA-POW event was very successful and well-attended, and the weather was beautiful. She added the speaker, Steve Dorff, gave a powerful speech about all of his family members who are or have been in the Armed Services, and it was very touching to hear him speak about each of them. She noted it is always great to go to Veteran's Park, which is a special place that the city of North St. Paul can be proud of.

XIII. CLOSED SESSION

There was no closed session.

XIV. ADJOURNMENT

There being no further business, on motion by Council Member Sonnek, Seconded by Council Member Thorsen, with all present voting aye (4-0), Acting Mayor Walczak adjourned the meeting at 8:05 p.m.

Acting Mayor, Jan Walczak

Attest: _____
Scott A. Duddeck, City Manager/Clerk



**NORTH
ST. PAUL**
extraordinary.

MEMORANDUM

TO: Mayor & Council Members
FROM: Jacquelyn Lutmer - Accounting Technician
DATE: October 6, 2020
SUBJECT: Recommendation of approval of GENERAL claims list.

Claim Date

9/25/2020 Payroll Register DD	\$122,772.48
9/25/2020 Payroll Direct Payables	\$109,277.34
9/25/2020 Fire Payroll Register DD	\$11,790.03
9/25/2020 Fire Payroll Direct Payables	\$4,162.60
9/29/2020 Mills Final Payroll	\$6,111.00
9/29/2020 Mills Final Payroll Direct Payables	\$26,989.47
Payroll Subtotal	<u>\$281,102.92</u>

9/24/2020 Early Release A/P Checks	136865-136929	\$ 195,503.41	Pre-Approved by S. Duddeck
9/24/2020 Early Release A/P Drafts	000855-000858	\$ 95,785.41	Pre-Approved by S. Duddeck
9/29/2020 Voided Check Reissued	136930	\$ 1,870.00	
10/7/2020 Utility Refund Checks	136931-136957	\$ 2,889.03	
10/7/2020 A/P Checks	136958-137009	\$ 1,047,380.10	
10/7/2020 Drafts	000863	\$ 17,503.30	
AP Subtotal		<u>\$ 1,360,931.25</u>	

Grand Total \$ 1,642,034.17

Approved this 6th day of October, 2020

/s/ Terrence J. Furlong, Mayor by Consent Resolution

/s/ Scott A. Duddeck, City Manager/Clerk by Consent Resolution

PAYROLL NO: 01 City of North St. Paul

PAYROLL DATE: 9/25/2020

*** REGISTER TOTALS ***

REGULAR CHECKS:		
DIRECT DEPOSIT REGULAR CHECKS:	72	122,772.48
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		

TOTAL CHECKS:	72	122,772.48

*** NO ERRORS FOUND ***

** END OF REPORT **

PACKET: 04647 9/25/20 PAYROLL - 9

VENDOR SET: 01 City of North St Paul *** DRAFT/OTHER LISTING ***

BANK: AP PREMIER BANK

VENDOR	I.D.	NAME	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT

E05000		EFTPS						
	I-T1 202009216180	FEDERAL WITHHOLDING	D	9/25/2020		17,988.01	000847	
	I-T3 202009216180	FICA TAXES	D	9/25/2020		15,760.40	000847	
	I-T4 202009216180	MEDICARE TAXES	D	9/25/2020		5,649.46	000847	39,397.87
H08033		H S A BANK						
	I-444202009216180	HSA ACCOUNT	D	9/25/2020		6,637.50	000848	6,637.50
I09137		I C M A DISTRIBUTION CENTER						
	I-2 202009216180	EMP/EMPR DEFERRED COMP	D	9/25/2020		11,050.98	000849	
	I-21 202009216180	EMP/EMPR DEFERRED COMP	D	9/25/2020		3,472.76	000849	
	I-26 202009216180	LOAN PAYMENTS TO ICMA	D	9/25/2020		1,116.59	000849	
	I-21R202009216180	EMP/EMPR DEFERRED COM	D	9/25/2020		1,390.00	000849	17,030.33
M12900		MNEFTS						
	I-T2 202009216180	MN Income Tax WH	D	9/25/2020		8,028.29	000850	8,028.29
M13320		MN STATE RETIREMENT SYSTEM						
	I-12 202009216180	POST DEDUCTIONS	D	9/25/2020		975.00	000851	975.00
P16470		P E R A						
	I-91 202009216180	6634-00 REG PERA	D	9/25/2020		16,917.79	000852	
	I-92 202009216180	6634-00 PERA PD	D	9/25/2020		20,150.54	000852	
	I-94 202009216180	6634-00 PERA DCP ELECTED	D	9/25/2020		140.02	000852	37,208.35

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	6	0.00	109,277.34	109,277.34
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
 BANK TOTALS:	 6	 0.00	 109,277.34	 109,277.34

PAYROLL NO: 01 City of North St. Paul

PAYROLL DATE: 9/25/2020

*** REGISTER TOTALS ***

REGULAR CHECKS:		
DIRECT DEPOSIT REGULAR CHECKS:	27	11,790.03
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:	1	

TOTAL CHECKS:	27	11,790.03

*** NO ERRORS FOUND ***

** END OF REPORT **

PACKET: 04648 9/25/20 FIRE PAYROLL - 9

VENDOR SET: 01 City of North St Paul *** DRAFT/OTHER LISTING ***

BANK: AP PREMIER BANK

VENDOR	I.D.	NAME	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT

E05000		EFTPS						
	I-T1 202009226181	FEDERAL WITHHOLDING	D	9/25/2020		1,456.20	000853	
	I-T3 202009226181	FICA TAXES	D	9/25/2020		1,837.52	000853	
	I-T4 202009226181	MEDICARE TAXES	D	9/25/2020		429.74	000853	3,723.46
M12900		MNEFTS						
	I-T2 202009226181	MN Income Tax WH	D	9/25/2020		439.14	000854	439.14

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	2	0.00	4,162.60	4,162.60
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
 BANK TOTALS:	 2	 0.00	 4,162.60	 4,162.60

PAYROLL NO: 01 City of North St. Paul

PAYROLL DATE: 9/29/2020

*** REGISTER TOTALS ***

REGULAR CHECKS:		
DIRECT DEPOSIT REGULAR CHECKS:	1	6,111.00
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		

TOTAL CHECKS:	1	6,111.00

*** NO ERRORS FOUND ***

** END OF REPORT **

PACKET: 04657 MILLS FINAL PAYROLL - 9

VENDOR SET: 01 City of North St Paul *** DRAFT/OTHER LISTING ***

BANK: AP PREMIER BANK

VENDOR	I.D.	NAME	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
E05000		EFTPS						
	I-T1 202009296196	FEDERAL WITHHOLDING	D	9/29/2020		2,589.05	000859	
	I-T3 202009296196	FICA TAXES	D	9/29/2020		1,278.84	000859	
	I-T4 202009296196	MEDICARE TAXES	D	9/29/2020		299.08	000859	4,166.97
M12900		MNEFTS						
	I-T2 202009296196	MN Income Tax WH	D	9/29/2020		824.20	000860	824.20
M13320		MN STATE RETIREMENT SYSTEM						
	I-12 202009296196	POST DEDUCTIONS	D	9/29/2020		21,998.30	000861	21,998.30

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	0.00	26,989.47	26,989.47
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	3	0.00	26,989.47	26,989.47



**NORTH
ST. PAUL**
extraordinary.

MEMORANDUM

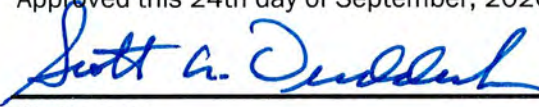
TO: Mayor & Council Members
FROM: Jacquelyn Lutmer - Accounting Technician
DATE: September 24, 2020
SUBJECT: Recommendation of approval of GENERAL claims list Early Release.

Claim Date

9/24/2020 A/P Checks	136865-136929	\$	195,503.41
9/24/2020 Drafts	000855-000858	\$	95,785.41
	AP Subtotal	\$	291,288.82

Grand Total \$ 291,288.82

Approved this 24th day of September, 2020



City Manager

PACKET: 04652 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	BEAR ROOFING & EXTERIORS							
	I-202009146141	BEAR ROOFING & EXTERIORS:	R	9/24/2020		86.30CR	136865	86.30
1	DAN PERZICHILLI							
	I-202009156143	DAN PERZICHILLI:	R	9/24/2020		200.00CR	136866	200.00
1	SANDRA LARSEN							
	I-202009166144	SANDRA LARSEN:	R	9/24/2020		25.00CR	136867	25.00
1	BONNIE HECK							
	I-202009236182	BONNIE HECK:	R	9/24/2020		100.00CR	136868	100.00
A01034	ADVANCED GRAPHIX INC							
	I-204985	HELMET NAME DECALS	R	9/24/2020		6.20CR	136869	6.20
A1651	IEH AUTO PARTS LLC							
	I-391020462	SHOP TOOL OIL DISPENSER	R	9/24/2020		19.92CR	136870	19.92
B02023	BAKER TILLY MUNICIPAL ADVISORS							
	I-BTMA6481	ARBITRAGE CALC SERIES 2015A	R	9/24/2020		3,100.00CR	136871	3,100.00
B02161	BOYER TRUCKS							
	I-112406	709 SUBLET TO BOYER FORD	R	9/24/2020		1,872.38CR	136872	1,872.38
C03000	CALLNET							
	I-200902120101	8/17-9/13 ANSWERING SERVICE	R	9/24/2020		995.00CR	136873	995.00
C03002	CAMPBELL KNUTSON PA							
	I-2076-0061G-24	AUG 2020 LEGAL SERVICES	R	9/24/2020		973.50CR	136874	
	I-2076-0065G-20	AUG LEGAL SERVICES	R	9/24/2020		264.00CR	136874	1,237.50
C03041	FLEETPRIDE							
	I-58672946	860 BRAKE SYSTEM AIR LINE	R	9/24/2020		15.27CR	136875	
	I-58691211	811 COUPLING FITTINGS	R	9/24/2020		39.04CR	136875	
	I-59467679	502 MULTIFAST REPAIR KIT	R	9/24/2020		175.86CR	136875	230.17
C03065	CENTURY COLLEGE							
	I-00728409	EMS TRAINING WESTERHOFF	R	9/24/2020		118.99CR	136876	118.99
C03066	CINTAS							
	I-4060720581	UNIFORM SERVICES	R	9/24/2020		138.28CR	136877	
	I-4061473966	UNIFORM SERVICES	R	9/24/2020		138.28CR	136877	276.56

PACKET: 04652 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
C03139	COMCAST							
	I-202009116138	DIGITAL ADPTR SERV 9/14-10/13	R	9/24/2020		6.27CR	136878	6.27
C07000	CHARGEPOINT							
	I-IN81277	VEHICLE CHARGING STATION	R	9/24/2020		1,778.00CR	136879	1,778.00
D04085	DIRKS BROS LLC							
	I-07202013509	SHOP TOOLS	R	9/24/2020		51.75CR	136880	
	I-09212015190	SHOP TOOLS	R	9/24/2020		177.95CR	136880	229.70
E05053	EDUCATION RESOURCE PARTNERS. INC							
	I-109	COMM CONSULT 8/17-8/28	R	9/24/2020		2,370.00CR	136881	2,370.00
E05123	EMERGENCY RESPONSE SOLUTIONS							
	I-15853	MSA TIC REPAIR EVOLUTION 6000	R	9/24/2020		800.13CR	136882	
	I-16004	FIREFIGHTER HELMETS	R	9/24/2020		1,343.76CR	136882	2,143.89
E05126	EMERGENCY AUTOMOTIVE TECHNOLOGIES INC							
	I-DL091520-21	575 SEAT COVERS	R	9/24/2020		242.10CR	136883	
	I-NH091520-31	801-A SEAT COVERS WATER TRK	R	9/24/2020		242.10CR	136883	484.20
E05164	EMPTY POCKETS 4X4 SERVICE							
	I-1877	TRANSFORMER BOX PAINTING	R	9/24/2020		2,000.00CR	136884	2,000.00
E05223	ESCH CONSTRUCTION SUPPLY INC							
	I-631918	RAIL SAW PARTS	R	9/24/2020		35.74CR	136885	35.74
E10050	ERICKSON BELL BECKMAN & QUINN PA							
	I-831201	AUG PROSECUTION SERVICES	R	9/24/2020		7,129.86CR	136886	7,129.86
F06132	FIRESERVICE MANAGEMENT LLC							
	I-22630	UNIFORM REPAIR	R	9/24/2020		54.00CR	136887	54.00
G07280	GRAINGER INC							
	I-9643068555	860 AIR LINE TEE	R	9/24/2020		26.10CR	136888	
	I-9661352907	PHOTOCELLS	R	9/24/2020		37.71CR	136888	63.81
G07292	GRAYBAR							
	I-9317550674	4" PVC CONDUIT	R	9/24/2020		1,061.05CR	136889	
	I-9317617480	HAND HOLE PED	R	9/24/2020		1,866.30CR	136889	2,927.35
H08127	HILLCREST BRAKE & ALIGN							
	I-3165	R&M VEHICLES SQUAD #514	R	9/24/2020		403.36CR	136890	
	I-3199	R&M VEHICLES SQUAD #2125	R	9/24/2020		1,257.12CR	136890	
	I-3236	R&M VEHICLES SQUAD #2131	R	9/24/2020		29.30CR	136890	
	I-3268	R&M VEHICLES SQUAD #2124	R	9/24/2020		130.78CR	136890	
	I-3271	R&M VEHICLES SQUAD #2125	R	9/24/2020		547.14CR	136890	
	I-3291	R&M VEHICLES SQUAD #2125	R	9/24/2020		73.22CR	136890	2,440.92

PACKET: 04652 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
H08165	HOME DEPOT I-2033109	PRUNING SEAL, HARDWARE	R	9/24/2020		99.44CR	136891	99.44
H8185	HI-LINE I-10168704	9" X 48" POLE GUARD	R	9/24/2020		247.22CR	136892	247.22
I09024	IDENTISYS I-496777	ANNUAL SERVICE CONTRACT	R	9/24/2020		1,062.00CR	136893	1,062.00
I09178	STUART C IRBY CO I-S011985311.002	WEDGE CLAMPS	R	9/24/2020		826.00CR	136894	
	I-S012071841.001	WIRE, SPLICES, TERMS & HTAPS	R	9/24/2020		2,522.30CR	136894	
	I-S012075737.001	#4 INSULATED SPLICE	R	9/24/2020		32.49CR	136894	
	I-S012075737.002	#6 INSULATED SPLICE	R	9/24/2020		38.38CR	136894	3,419.17
L12047	LANDIS GYR TECHNOLOGY INC I-90323541	SEPT SAAS FLAT FEE	R	9/24/2020		750.00CR	136895	750.00
L12388	LOCATORS & SUPPLIES INC I-0287425-IN	CAUTION TAPE	R	9/24/2020		109.36CR	136896	109.36
M13056	CITY OF MAPLEWOOD I-202009146142	SEPT UB AUG USE MAPLEWOOD	R	9/24/2020		30,352.83CR	136897	30,352.83
M13109	MENARDS-MAPLEWOOD I-61811	PVC CONDUIT & DUCT TAPE	R	9/24/2020		316.64CR	136898	
	I-62161	SNOWFENCE & CONDUIT	R	9/24/2020		172.03CR	136898	488.67
M13110	MENARDS-OAKDALE I-3178	PVC CONDUIT	R	9/24/2020		267.18CR	136899	
	I-8395	ROTARY PK ELECTRICAL SUPPLIES	R	9/24/2020		7.18CR	136899	
	I-8837	PVC CONDUIT	R	9/24/2020		149.00CR	136899	423.36
M13192	MN BENEFIT ASSOC I-2020-0105950	OCT 2020 LIFE INSURANCE	R	9/24/2020		71.17CR	136900	71.17
M13227	MN DEPT OF COMMERCE I-1000045028	2Q 2021 INDIRECT ASSESSMENT	R	9/24/2020		2,015.22CR	136901	2,015.22
M13291	MN PEIP I-1002770	OCT 2020 HEALTH INSURANCE	R	9/24/2020		32,500.40CR	136902	32,500.40

PACKET: 04652 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
M13375	MTI DISTRIBUTING COMPANY							
	I-1276121-00	605 WHEEL STUDS	R	9/24/2020		58.72CR	136903	58.72
M16475	NCPERS GROUP LIFE INS.							
	I-663400092020	SEPT 2020 INSURANCE	R	9/24/2020		160.00CR	136904	160.00
N07096	NAPA AUTO PARTS							
	I-3617-052072	BLISTER PK MINI T20 LAMPS	R	9/24/2020		5.99CR	136905	
	I-3617-053781	810 WIPER BLADES	R	9/24/2020		6.99CR	136905	
	I-3617-053790	810 WIPER BLADES	R	9/24/2020		20.97CR	136905	
	I-3617-054190	GIANT FUNNEL SHOP TOOL	R	9/24/2020		6.99CR	136905	
	I-3617-054454	500 OIL	R	9/24/2020		77.88CR	136905	
	I-3617-054943	502 SCUFF PADS TO CLEAN BORE	R	9/24/2020		5.94CR	136905	
	I-3617-054947	501 FUSES	R	9/24/2020		17.37CR	136905	
	I-3617-055301	512 FILTER	R	9/24/2020		25.99CR	136905	
	I-3617-056322	711 PLUG IN LAMP	R	9/24/2020		52.99CR	136905	
	I-3617-056394	711 FRONT TURN LIGHT	R	9/24/2020		57.99CR	136905	279.10
N14114	QUADIENT LEASING USA INC							
	I-N8478339	4Q 2020 POSTAGE MACHINE LEASE	R	9/24/2020		744.48CR	136906	744.48
N14168	NORTHERN TOOL & EQUIPMENT							
	I-4131121935	TRAILER ADAPTORS MISC VEHCLS	R	9/24/2020		65.96CR	136907	
	I-4131122403	515 TIRE TOOLS	R	9/24/2020		16.98CR	136907	82.94
N14181	NIEBUR TRACTOR & EQUIPMENT							
	I-01-143935	611 MOWER PARTS	R	9/24/2020		19.05CR	136908	
	I-01-144213	611 MOWER DECK PARTS	R	9/24/2020		103.37CR	136908	
	I-01-144265	611 FREIGHT SHIPPING	R	9/24/2020		7.75CR	136908	130.17
O15001	O'REILLY AUTO PARTS							
	I-2074-102521	R&M VEHICLES CLEANING SUPPLIES	R	9/24/2020		78.89CR	136909	78.89
O15016	OLSEN CHAIN & CABLE INC							
	I-659433	SHOP TOOL REPAIR/RECERTFCTN	R	9/24/2020		58.66CR	136910	58.66
Q17000	Q3 CONTRACTING INC							
	I-TMN2681276	RD SIGNS 12TH & MARGARET	R	9/24/2020		94.53CR	136911	94.53
R18010	RAMSEY COUNTY							
	I-EMCOM-008704	AUG FLEET SUPPORT	R	9/24/2020		492.96CR	136912	
	I-EMCOM-008737	AUG 911 DISPATCH SERVICES	R	9/24/2020		6,018.56CR	136912	
	I-EMCOM-008739	AUG CAD SERVICES	R	9/24/2020		1,165.64CR	136912	
	I-RESFA-004042	AUG 2020 PW TIPPING FEES	R	9/24/2020		694.61CR	136912	
	I-RESFA-004056	AUG 2020 RESIDENTIAL TIPPING	R	9/24/2020		22,745.16CR	136912	31,116.93

PACKET: 04652 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
R18022	RAMSEY COUNTY-CEC-	ENVIRONMENT HEALTH						
	I-202009166146	AUG 2020 CEC HAULER	R	9/24/2020		12,583.23CR	136913	12,583.23
R18047	NM CLEAN 1, LLC							
	I-09152020	AUG SQUAD WASHES	R	9/24/2020		272.79CR	136914	272.79
R18091	RESCO							
	I-799331-00	BOLTS & GUY DEAD-ENDS	R	9/24/2020		197.50CR	136915	
	I-799332-00	STINGER CVR, CEMENT FASTDRY	R	9/24/2020		316.00CR	136915	513.50
R18142	ROCKMOUNT RESEARCH & ALLOYS INC							
	I-1256329	098 WELDING ROD	R	9/24/2020		374.37CR	136916	374.37
S19188	SHRED-IT USA MINNEAPOLIS							
	I-8180464889	SHREDDING SERVICES	R	9/24/2020		111.28CR	136917	111.28
S19233	SPECTACULAR CLEANING LLC							
	I-069	MAY CASEY LK CLEANING	R	9/24/2020		860.00CR	136918	
	I-071	JUNE CASEY LK CLEANING	R	9/24/2020		860.00CR	136918	1,720.00
S19409	STAR TRIBUNE							
	I-I00363830-08022020	NEWSPAPER PUBLICATION	R	9/24/2020		23.58CR	136919	
	I-I00363832-08022020	NEWSPAPER PUBLICATION	R	9/24/2020		83.84CR	136919	
	I-I00364407-08092020	NEWSPAPER PUBLICATION	R	9/24/2020		251.52CR	136919	
	I-I00364707-08132020	NEWSPAPER PUBLICATION	R	9/24/2020		628.80CR	136919	987.74
S19450	STREICHERS							
	I-I1452084	BALLISTIC/TACTICAL UNIFORMS	R	9/24/2020		2,743.98CR	136920	2,743.98
T19150	T A SCHIFSKY & SONS INC							
	I-20-047#7	CITY WIDE PAVING & PATCHING	R	9/24/2020		37,652.10CR	136921	37,652.10
T20076	TOSHIBA FINANCIAL SERVICES							
	I-5011845669	SEPTEMBER COPIER LEASE	R	9/24/2020		216.73CR	136922	216.73
T20161	THOMPSON REUTERS - WEST							
	I-0842951522	AUG INVESTIGATIVE SUITE	R	9/24/2020		208.32CR	136923	208.32
T20191	TIMESAVER OFF SITE SECRETARIAL INC.							
	I-M25887	SEPT CC/PC SECRETARIAL SERV	R	9/24/2020		331.50CR	136924	331.50
T20192	T-MOBILE							
	I-202009176149	FD/PD TABLETS & CARDS 8/9-9/8	R	9/24/2020		616.84CR	136925	
	I-202009186177	FD/PD CARD/INTERNET 8/11-9/10	R	9/24/2020		615.53CR	136925	1,232.37

PACKET: 04652 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
T20285	TRI STATE BOBCAT INC							
	I-A77034	515 TIRES	R	9/24/2020		510.02CR	136926	
	I-E29275	RENTAL FOR POLAR PK PROJECT	R	9/24/2020		300.00CR	136926	810.02
T20466	TWIN CITIES TRANSPORT & RECOVERY							
	I-20-0902-12621	709 TOW TO DEALER	R	9/24/2020		250.00CR	136927	250.00
V01101	VERIZON WIRELESS							
	I-9862493242	BROADBAND SERVICE 8/11-9/10	R	9/24/2020		525.15CR	136928	525.15
X14164	XCEL ENERGY							
	I-0430961148	NAT GAS PW BLDG 8/16-9/15	R	9/24/2020		200.64CR	136929	
	I-0431138043	NAT GAS COM CENTER 8/16-9/16	R	9/24/2020		494.67CR	136929	695.31

PACKET: 04652 Regular Payments

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
E05241	ELAVON							
	I-202009116139	AUG 2020 CREDIT CARD SERVICE	D	9/03/2020		13,123.10CR	000855	13,123.10
P16421	PREMIER BANK							
	C-202009176148	AUG 2020 CREDIT CARD RETURNS	D	9/04/2020		187.83	000857	
	I-202009176147	AUG 2020 CREDIT CARD	D	9/04/2020		1,983.95CR	000857	1,796.12
M13248	MN DEPT OF REVENUE							
	I-202009166145	AUG 2020 SALES & USE TAX	D	9/18/2020		79,171.00CR	000856	79,171.00
T20192	T-MOBILE							
	I-202009186178	CELL PHONE USAGE 8/11-9/10	D	10/03/2020		1,695.19CR	000858	1,695.19

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	65	0.00	195,503.41	195,503.41
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	4	0.00	95,785.41	95,785.41
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	69	0.00	291,288.82	291,288.82

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 04652 Regular Payments

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
--------	-------------	------	--------------	--------------	----------	--------	-------------	----------------

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
001	9/2020	36,332.07CR
001	10/2020	1,424.68CR
002	9/2020	494.67CR
011	9/2020	37,652.10CR
045	9/2020	754.22CR
048	9/2020	2,875.22CR
049	9/2020	16,889.48CR
049	10/2020	57.01CR
050	9/2020	103,603.19CR
050	10/2020	208.07CR
052	9/2020	10,047.00CR
053	9/2020	44,656.86CR
063	9/2020	300.00CR
078	9/2020	566.66CR
096	9/2020	31,003.45CR
098	9/2020	706.62CR
098	10/2020	5.43CR
099	9/2020	3,712.09CR
=====		
ALL		291,288.82CR

PACKET: 04656 CHECK VOID REISSUED

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
C03071	CORNERSTONE CUSTOM DESIGN							
	I-200811-2A	2487 19TH BLDG DESIGN PLANS	R	9/29/2020		1,870.00CR	136930	1,870.00

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	1,870.00	1,870.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	1,870.00	1,870.00

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 04643 US - Refund

VENDOR SET: 01 City of North St Paul

**** CHECK LISTING ****

BANK: AP PREMIER BANK

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1		SCHMIDT, SHERRAL/DAVID						
	I-000202009176150	SCHMIDT, SHERRAL/DAVID	R	10/07/2020		161.42	136931	161.42
1		YANG, KAYLA						
	I-000202009176151	YANG, KAYLA	R	10/07/2020		10.00	136932	10.00
1		STANTON, TERRI						
	I-000202009176152	STANTON, TERRI	R	10/07/2020		5.69	136933	5.69
1		FULLER, KEVIN						
	I-000202009176153	FULLER, KEVIN	R	10/07/2020		246.61	136934	246.61
1		HOUDE, MICHAEL						
	I-000202009176154	HOUDE, MICHAEL	R	10/07/2020		36.02	136935	36.02
1		BERWALD, KAYLA M						
	I-000202009176155	BERWALD, KAYLA M	R	10/07/2020		284.11	136936	284.11
1		KORAN, TOM & DENISE						
	I-000202009176156	KORAN, TOM & DENISE	R	10/07/2020		531.14	136937	531.14
1		STAFKI, JESSE & JILL						
	I-000202009176157	STAFKI, JESSE & JILL	R	10/07/2020		88.94	136938	88.94
1		MUELLER, JOEL						
	I-000202009176158	MUELLER, JOEL	R	10/07/2020		207.00	136939	207.00
1		JOHNSON, JOE						
	I-000202009176159	JOHNSON, JOE	R	10/07/2020		100.00	136940	100.00
1		CABREANA, ANGELA						
	I-000202009176160	CABREANA, ANGELA	R	10/07/2020		72.43	136941	72.43
1		WARE, BRENTON & ANAST						
	I-000202009176161	WARE, BRENTON & ANAST	R	10/07/2020		38.43	136942	38.43
1		MORALES, FLORIDALMA						
	I-000202009176162	MORALES, FLORIDALMA	R	10/07/2020		26.39	136943	26.39
1		EASTMAN, AMY						
	I-000202009176163	EASTMAN, AMY	R	10/07/2020		30.25	136944	30.25
1		FAUSTO, VILMA						
	I-000202009176164	FAUSTO, VILMA	R	10/07/2020		46.83	136945	46.83

PACKET: 04643 US - Refund

VENDOR SET: 01 City of North St Paul

**** CHECK LISTING ****

BANK: AP PREMIER BANK

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1		STEGNER, MARA						
	I-000202009176165	STEGNER, MARA	R	10/07/2020		29.78	136946	29.78
1		SHRESTHA, RUPSANA						
	I-000202009176166	SHRESTHA, RUPSANA	R	10/07/2020		52.64	136947	52.64
1		ULLMAN, KRISTINA						
	I-000202009176167	ULLMAN, KRISTINA	R	10/07/2020		15.67	136948	15.67
1		LEE, SARA						
	I-000202009176168	LEE, SARA	R	10/07/2020		9.55	136949	9.55
1		CRAWLEY, AMANDA						
	I-000202009176169	CRAWLEY, AMANDA	R	10/07/2020		28.71	136950	28.71
1		MURPHY, MCKENZIE						
	I-000202009176170	MURPHY, MCKENZIE	R	10/07/2020		75.50	136951	75.50
1		COMER, ERNEST						
	I-000202009176171	COMER, ERNEST	R	10/07/2020		40.36	136952	40.36
1		HARRIS, PATRICK						
	I-000202009176172	HARRIS, PATRICK	R	10/07/2020		29.32	136953	29.32
1		SCHMIDT, SUSAN M						
	I-000202009176173	SCHMIDT, SUSAN M	R	10/07/2020		84.38	136954	84.38
1		MAGEE, KEVIN						
	I-000202009176174	MAGEE, KEVIN	R	10/07/2020		134.73	136955	134.73
1		ARVOLD CHIRO & LIEU ACCUPNTR						
	I-000202009176175	ARVOLD CHIRO & LIEU ACCUPNTR	R	10/07/2020		99.45	136956	99.45

* * B A N K T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	26	0.00	2,485.35	2,485.35
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	26	0.00	2,485.35	2,485.35

PACKET: 04644 US - Refund

VENDOR SET: 01 City of North St Paul

**** CHECK LISTING ****

BANK: AP PREMIER BANK

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1		AHIERS, PAM/KIM						
	I-000202009186176	AHIERS, PAM/KIM	R	10/07/2020		403.68	136957	403.68

* * B A N K T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	403.68	403.68
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	1	0.00	403.68	403.68

PACKET: 04661 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	BARBARA REIGSTAD							
	I-202009256188	BARBARA REIGSTAD:	R	10/07/2020		55.00CR	136958	55.00
A01127	ALLIED GENERATORS							
	I-25134	798 OIL FILTER	R	10/07/2020		66.38CR	136959	66.38
B02049	BATTERIES PLUS BULBS							
	I-P31480034	BATTERIES FOR 511 & VOLT FOBS	R	10/07/2020		43.80CR	136960	43.80
B02253	BUCKEYE CLEANING CENTER							
	I-90257234	DISINFECTANT WIPES	R	10/07/2020		367.56CR	136961	367.56
C03041	FLEETPRIDE							
	I-60199672	556 FITTINGS	R	10/07/2020		22.88CR	136962	22.88
C03066	CINTAS							
	I-4062110082	UNIFORM SERVICES	R	10/07/2020		74.52CR	136963	74.52
C03139	COMCAST							
	I-202009246183	MNTHLY CABLE CH 9/27-10/26	R	10/07/2020		129.71CR	136964	129.71
C21221	CENTURY LINK							
	I-202009296195	MONTHLY PHONE SERV 9/19-10/18	R	10/07/2020		28.07CR	136965	28.07
E05009	EAST CENTRAL SOLID WASTE COMMISSION							
	I-202010016202	TIPPING FEES CITY HAULED	R	10/07/2020		396.90CR	136966	396.90
E05053	EDUCATION RESOURCE PARTNERS. INC							
	I-110	COMM CONSULT 8/31-9/11	R	10/07/2020		2,100.00CR	136967	
	I-111	COMM CONSULT 9/14-9/25	R	10/07/2020		2,340.00CR	136967	4,440.00
E05112	ELK RIVER WINLECTRIC CO							
	C-32050600	M18 1/2 IMPACT TOOL RETURN	R	10/07/2020		229.00	136968	
	I-32034300	LED LIGHT FIXTURE	R	10/07/2020		448.00CR	136968	219.00
E05125	EMERGENCY APPARATUS MTN							
	I-113781	LADDER 530 REPAIRS	R	10/07/2020		629.64CR	136969	629.64
E05126	EMERGENCY AUTOMOTIVE TECHNOLOGIES INC							
	I-SVC28375	R&M VEHICLES PD SQUAD #2125	R	10/07/2020		260.00CR	136970	
	I-SVC28377	R&M VEHICLE SQUAD #2132	R	10/07/2020		475.00CR	136970	
	I-SVC28401	R&M VEHICLES SQUAD #2012	R	10/07/2020		500.00CR	136970	1,235.00

PACKET: 04661 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
E05145	EMPATHIA INC							
	I-37179	Q4 2020 EAP SERVICES	R	10/07/2020		733.50CR	136971	733.50
G07292	GRAYBAR							
	I-9317887758	PVC CONDUIT	R	10/07/2020		225.90CR	136972	
	I-9317937550	PVC CONDUIT & GLUE	R	10/07/2020		215.36CR	136972	441.26
H08162	HOLIDAY							
	I-202009256184	GAS 1400015462930 ST CLEANING	R	10/07/2020		64.24CR	136973	
	I-202009256185	GAS 1400015462965 URBAN FRSTY	R	10/07/2020		152.78CR	136973	
	I-202009256186	GAS 1400015462914 SEWER DEPT	R	10/07/2020		410.15CR	136973	
	I-202009256187	GAS 1400015462906 POLICE DEPT	R	10/07/2020		2,067.49CR	136973	
	I-202009286189	GAS 1400015462892 PARKS DEPT	R	10/07/2020		972.45CR	136973	
	I-202009286190	GAS 1400015462906 UG ELECTRIC	R	10/07/2020		525.49CR	136973	
	I-202009286191	GAS 1400015462973 WATER DEPT	R	10/07/2020		647.45CR	136973	
	I-202009286192	GAS 1400015462949 ST MAINT	R	10/07/2020		2,279.02CR	136973	
	I-202009286193	GAS 1400015462884 OH ELECTRIC	R	10/07/2020		517.31CR	136973	
	I-202009286194	GAS 1400015462906 FIRE DEPT	R	10/07/2020		542.80CR	136973	8,179.18
I09045	IMPACT							
	I-149176	SEPT 2020 UB INSERT & MAILING	R	10/07/2020		5,008.18CR	136974	5,008.18
L12194	LEAGUE OF MINN CITIES							
	I-326825	MEMBERSHIP DUES	R	10/07/2020		11,546.00CR	136975	11,546.00
L12388	LOCATORS & SUPPLIES INC							
	I-0286947-IN	LOCATE MARKING SUPPLIES	R	10/07/2020		456.93CR	136976	456.93
L12451	L T G POWER EQUIPMENT							
	I-252507	620 DIAG ENGINE	R	10/07/2020		98.00CR	136977	98.00
M13074	MET COUNCIL ENVIRONMENTAL SVCS							
	I-0001113943	OCT WASTE WATER SERVICES	R	10/07/2020		89,385.71CR	136978	89,385.71
M13109	MENARDS-MAPLEWOOD							
	I-62398	25 FT CAT6 NETWORK CABLE	R	10/07/2020		8.49CR	136979	8.49
M13196	MN CHIEFS OF POLICE ASSOC							
	I-11029	TRAINING	R	10/07/2020		150.00CR	136980	150.00
M14074	MNSPECT LLC							
	I-8435	AUG INSPECTIONS/PERMIT FEES	R	10/07/2020		146,687.82CR	136981	146,687.82

PACKET: 04661 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
N07096	NAPA AUTO PARTS							
	I-3617-056749	620 SPARK PLUGS	R	10/07/2020		9.56CR	136982	
	I-3617-056840	801 V MAC FUNNEL	R	10/07/2020		8.59CR	136982	18.15
N14181	NIEBUR TRACTOR & EQUIPMENT							
	I-01-145025	611 BEARING	R	10/07/2020		16.36CR	136983	16.36
N14212	NORTH ST PAUL FIRE RELIEF							
	I-202009306198	2020 FIRE RELIEF AID	R	10/07/2020		67,317.30CR	136984	67,317.30
O15043	OLSON POWER & EQUIPMENT INC.							
	I-77334	611 SEALS	R	10/07/2020		24.72CR	136985	24.72
O15045	OTTER LAKE ANIMAL HOSPITAL							
	I-206905	ANIMAL CONTROL FEES	R	10/07/2020		110.00CR	136986	110.00
P16261	PINE CREEK SERVICES							
	I-17776	CITY HALL WINDOW WASHING	R	10/07/2020		200.00CR	136987	200.00
R17985	RACHEL CONTRACTING INC							
	I-PV #5 CSAH 68	ANCHOR DRIVE PROJECT	R	10/07/2020		408,560.49CR	136988	408,560.49
R18135	ROC INC							
	I-78136	OCT 2020 CLEANING CITY HALL	R	10/07/2020		2,971.10CR	136989	
	I-78142	OCT 2020 CLEANING SERVICE PW	R	10/07/2020		1,204.50CR	136989	4,175.60
R18200	RUFFRIDGE-JOHNSON EQUIPMENT COMPANY, INC							
	I-IA17999	512 TRAVEL MOTOR	R	10/07/2020		1,363.00CR	136990	1,363.00
S18994	SAFARILAND LLC							
	I-I20-118314	TRAINING OFFICER #910	R	10/07/2020		1,030.00CR	136991	1,030.00
S19003	INNOVATIVE OFFICE SOLUTIONS LLC							
	I-IN3087440	OFFICE SUPPLIES	R	10/07/2020		283.46CR	136992	283.46
S19142	SERVICEMASTER							
	I-2328A	SEWER BACKUP CLEANUP	R	10/07/2020		3,004.45CR	136993	3,004.45
S19215	SGP CONTRACTING INC.							
	I-202025-0903	VALVE REPAIR HOLLWAY/MCKNT	R	10/07/2020		8,974.04CR	136994	
	I-202025-0904	VALVE REPAIR HOLLWAY/MCKNT	R	10/07/2020		1,602.22CR	136994	
	I-202025-0905	VALVE REPAIR HOLLWAY/MCKNT	R	10/07/2020		13,016.33CR	136994	
	I-202025-0906	VALVE REPAIRS HOLLWAY/MCKNT	R	10/07/2020		862.40CR	136994	24,454.99

PACKET: 04661 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
S19433	STAPLES ADVANTAGE							
	I-3457108286	PW CLEANING SUPPLIES	R	10/07/2020		1,704.84CR	136995	
	I-3457108287	CLEANING/JANITORIAL SUPPLIES	R	10/07/2020		118.83CR	136995	
	I-3457108288	CLEANING/JANITORIAL SUPPLIES	R	10/07/2020		456.45CR	136995	
	I-3457547393	OFFICE SUPPLIES	R	10/07/2020		72.26CR	136995	2,352.38
T08168	THE GOODYEAR TIRE & RUBBER CO							
	I-124-1099402	500 TIRES	R	10/07/2020		570.72CR	136996	
	I-124-1099403	712 FRONT TIRES	R	10/07/2020		404.88CR	136996	975.60
T19150	T A SCHIFSKY & SONS INC							
	I-20-047#4	SEPPALA BLVD OVERLAY	R	10/07/2020		41,610.50CR	136997	
	I-20-047#5	CITYWIDE PATCHING	R	10/07/2020		11,553.00CR	136997	
	I-20-047#6	CITYWIDE PATCHING	R	10/07/2020		9,504.40CR	136997	
	I-66399	YARD PURCHASES 8/16-8/22	R	10/07/2020		1,213.07CR	136997	
	I-66436	YARD PURCHASES 8/23-8/29	R	10/07/2020		2,430.46CR	136997	66,311.43
T20076	TOSHIBA FINANCIAL SERVICES							
	I-5011982625	OCT COPIER LEASE FIRE DEPT	R	10/07/2020		236.74CR	136998	
	I-5011982627	OCT COPIER LEASE PD RECORDS	R	10/07/2020		212.22CR	136998	
	I-5011982628	OCT COPIER LEASE PD SQUAD RM	R	10/07/2020		113.34CR	136998	562.30
T20126	TENNIS SANITATION LLC							
	I-2765227	AUG 2020 SOLID WASTE	R	10/07/2020		45,127.00CR	136999	
	I-2765229	AUG 2020 2538 SEPPALA	R	10/07/2020		273.00CR	136999	
	I-2765231	AUG 2020 2290 1ST ST N	R	10/07/2020		91.00CR	136999	
	I-2765232	AUG 2020 2400 MARGARET ST	R	10/07/2020		91.00CR	136999	45,582.00
T20129	TENNIS ROLL OFF LLC							
	I-2740289	DEBRIS REMOVAL 7TH/MARGARET	R	10/07/2020		5,425.00CR	137000	5,425.00
T20260	TRENCHERS PLUS INC							
	I-IT99391	704 SPRAYER HOSE CONNECTORS	R	10/07/2020		24.91CR	137001	24.91
T20285	TRI STATE BOBCAT INC							
	I-A78000	573 HYDRAULIC LINES	R	10/07/2020		118.96CR	137002	118.96
T20461	TWIN CITY HARDWARE							
	I-PSI0105052	DOOR LOCKS FOR WELL BLDGS	R	10/07/2020		6,707.89CR	137003	6,707.89
U21215	UPS							
	I-0000R93F25390	SHIPPING FEE	R	10/07/2020		53.82CR	137004	53.82

PACKET: 04661 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
V22039	VALUE IMPLEMENT							
	I-IC23289	611 SEAL DUST SHIELD	R	10/07/2020		76.05CR	137005	76.05
W23500	WSB & ASSOCIATES INC							
	I- R-013520-000-17	AUG 2020 WELLHEAD PROTECTION	R	10/07/2020		90.00CR	137006	
	I-R-013350-000-17	JUL MCKNIGHT ACCESS TRAFFIC	R	10/07/2020		38,229.00CR	137006	
	I-R-014391-000-14	JUL 2020 ST/UTLITY IMPRVNTS	R	10/07/2020		63,376.00CR	137006	
	I-R-014770-000-12	AUG MARGARET DT IMPRV CP2002	R	10/07/2020		14,337.25CR	137006	
	I-R-015209-444-7	JUL 2020 GEN PLANNING SERVICE	R	10/07/2020		3,652.00CR	137006	
	I-R-015209-444-8	AUG 2020 GEN PLANNING SERVICE	R	10/07/2020		3,956.00CR	137006	
	I-R-015311-000-3	AUG 2020 GEN SERV WATER	R	10/07/2020		692.00CR	137006	
	I-R-015312-000-5	JUL 2020 GEN SERV SAN SEWER	R	10/07/2020		91.00CR	137006	
	I-R-015312-000-6	AUG 2020 GEN SERV SAN SEWER	R	10/07/2020		808.00CR	137006	
	I-R-015313-000-5	JUL 2020 GEN SERV SURF WATER	R	10/07/2020		364.00CR	137006	
	I-R-015313-000-6	AUG 2020 GEN SERV SURF WATER	R	10/07/2020		1,398.00CR	137006	
	I-R-015314-000-7	JUL 2020 GEN SERV STREETS	R	10/07/2020		1,001.00CR	137006	
	I-R-015314-000-8	AUG 2020 GEN SERV STREETS	R	10/07/2020		910.00CR	137006	
	I-R-015315-000-2	AUG 2020 GEN SERVICE ELECTRIC	R	10/07/2020		756.50CR	137006	
	I-R-015593-000-6	JULY 2020 ANCHOR VIEW APTS	R	10/07/2020		91.00CR	137006	
	I-R-016413-000-2	JULY ADULT DAY CARE CUP 7TH ST	R	10/07/2020		608.00CR	137006	
	I-R-016450-000-2	JULY ANCHOR BLK GEOTECH OVST	R	10/07/2020		951.00CR	137006	
	I-R-016450-000-3	AUG ANCHOR BLK GEOTECH OVST	R	10/07/2020		1,234.50CR	137006	132,545.25
VOID	VOID CHECK		V	10/07/2020			137007	**VOID**
X14164	XCEL ENERGY							
	I-0431526904	NAT GAS HAUSE PK 8/16-9/15	R	10/07/2020		14.18CR	137008	
	I-0431528045	NAT GAS CITY HALL 8/16 - 9/15	R	10/07/2020		314.54CR	137008	
	I-0431685568	NAT GAS WELL #4 8/17/20-9/16/2	R	10/07/2020		16.50CR	137008	
	I-0431686354	NAT GAS WELL #1 8/17/20-9/16/2	R	10/07/2020		16.51CR	137008	
	I-0431687039	NAT GAS MCKNIGHT FLD 8/16-9/15	R	10/07/2020		15.80CR	137008	
	I-0431688258	NAT GAS WELL #3 8/17/20-9/16/2	R	10/07/2020		16.51CR	137008	
	I-0431689805	NAT GAS WELL #2 8/17/20-9/16/2	R	10/07/2020		16.51CR	137008	
	I-0431690336	NAT GAS WELL #5 8/17/20-9/16/2	R	10/07/2020		16.51CR	137008	
	I-0431690444	NAT GAS HAUSE PARK 8/16-9/15	R	10/07/2020		15.80CR	137008	442.86
Z26047	ZAYO GROUP LLC							
	I-2020090011274	SEPT 2020 FIBER SERVICE	R	10/07/2020		5,239.60CR	137009	5,239.60

PACKET: 04661 Regular Payments

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
N14207	CITY OF NORTH ST PAUL							
	I-202009306200	AUG 2020 UTILITY BILL	D	10/05/2020		17,503.30CR	000863	17,503.30

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	51	0.00	1,047,380.10	1,047,380.10
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	17,503.30	17,503.30
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	53	0.00	1,064,883.40	1,064,883.40

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 04661 Regular Payments

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
--------	-------------	------	--------------	--------------	----------	--------	-------------	----------------

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
001	10/2020	210,696.65CR
011	10/2020	41,610.50CR
023	10/2020	67,317.30CR
048	10/2020	56,118.63CR
049	10/2020	101,891.81CR
050	10/2020	7,035.48CR
052	10/2020	18,878.46CR
053	10/2020	51,007.00CR
054	10/2020	5,239.60CR
063	10/2020	55.00CR
099	10/2020	7,549.87CR
208	10/2020	14,337.25CR
210	10/2020	446,880.49CR
211	10/2020	2,777.48CR
450	10/2020	33,487.88CR
=====		
ALL		1,064,883.40CR



**NORTH
ST. PAUL**
extraordinary.

MEMORANDUM

TO: HRA Chairman and Commissioners
FROM: Jacquelyn Lutmer, Accounting Technician
DATE: October 6, 2020
SUBJECT: Recommendation of approval of HRA claims list.

Claim Date

10/7/2020 A/P Check Register	137010-137012	\$	1,458.95
10/7/2020 A/P Drafts	000864		328.49
Total			<u>\$1,787.44</u>

Approved this 6th day of October, 2020

/s/ Terrence J. Furlong, Mayor by Consent Resolution
/s/ Scott A. Duddeck, City Manager/Clerk by Consent Resolution

10/01/2020 4:47 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 04662 HRA A/P PACKET

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
L12196	LEAG MN CITIES-INS TRUST							
	I-202009186179	INSURANCE 2487 19TH AVE	R	10/07/2020		1,347.00CR	137010	1,347.00
W23500	WSB & ASSOCIATES INC							
	I-R-015316-000-4	AUG 2020 GEN SERV COMM SERV	R	10/07/2020		91.00CR	137011	91.00
X14164	XCEL ENERGY							
	I-0431527652	NAT GAS 2393 MARGART 8/16-9/15	R	10/07/2020		20.95CR	137012	20.95

PACKET: 04662 HRA A/P PACKET

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
N14207	CITY OF NORTH ST PAUL							
	I-202009306199	AUG 2020 UTILITY BILL		D 10/05/2020		328.49CR	000864	328.49

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	3	0.00	1,458.95	1,458.95
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	328.49	328.49
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	4	0.00	1,787.44	1,787.44

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Agenda Information Memorandum
North St. Paul City Council
October 6, 2020

FROM THE OFFICE OF THE POLICE DEPARTMENT

Agenda placement: Consent Agenda

Subject: Equipment to be Retired and Declared Surplus for Public Auction

To: Honorable Mayor and City Council

Facts:

2008 Ford Crown Victoria Police Interceptor, 4DR, black & white, #2105

- MN LIC: N/A
- VIN: 2FAFP71V88X109724
- 65,000 + mileage
- Fair condition

2012 Chevrolet Tahoe SUV-2WD, 4DR, black, #2123

- MN LIC: N/A
- VIN: 1GNLC2E09CR255388
- 55,505 mileage
- Good condition

Attachments for Council Packet:

Resolution

Items reviewed by Police Chief Lauth:

Kelley Blue Book

NADA Guidelines

Respectfully submitted,

Tom Lauth
Police Chief

APPROVED FOR AGENDA ENCLOSURE:

Scott Duddeck
City Manager

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2020-xxx
Consent Agenda

**RESOLUTION APPROVING RETIRING AND DECLARING
POLICE DEPARTMENT EQUIPMENT AS SURPLUS,
TO BE SOLD AT PUBLIC AUCTION**

WHEREAS, the North St. Paul Police Department has submitted its intent to retire and declare as surplus, Police Department equipment to be sold at public auction; and

WHEREAS, the equipment to be retired and declared surplus is Police Department vehicle #2105, a 2008 Ford Crown Victoria Police Interceptor (CVPI), 4-door, black & white in color, and vehicle #2123, a 2012 Chevrolet Tahoe SUV-2WD, 4-door, black in color; and

WHEREAS, the 2008 Ford CVPI was utilized as both a marked Police patrol vehicle and as a Reserve Officer Vehicle. It has vehicle identification number (VIN), 2FAFP71V88X109724. The 2012 Chevrolet Tahoe was utilized as a marked & unmarked Police vehicle and has vehicle identification number (VIN), 1GNLC2E09CR255388; and

WHEREAS, the identified vehicles are to be sold via public online auction; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA, that said Police Department vehicle is hereby retired and declared surplus equipment, to be sold via public online auction in a timely manner.

ADOPTED this 6th day of October, 2020.

Motion by Council Member
Second by Council Member

Voting: Aye: Council Member Thorsen
Council Member Petersen
Council Member Walczak
Council Member Sonnek
Mayor Furlong

Nay: None
Absent: None
Abstain: None

Terrence J. Furlong, Mayor

Attest: _____
Scott A. Duddeck, City Manager

September 25, 2020

Mr. Scott Duddeck
City Manager
City of North St. Paul
2400 Margaret Street
North St. Paul, MN 55109

Re: Construction Pay Voucher No. 5
CSAH 68 (McKnight Road) Intersection Improvements Project
City Project No. 19-02
City of North St. Paul, MN
WSB Project No. R-013350-000

Dear Mr. Duddeck:

Please find enclosed Construction Pay Voucher No. 5 (in triplicate) in the amount of \$408,560.49 for the above-referenced project. The quantities completed to date have been reviewed and agreed upon by the contractor, and we hereby recommend that the City of North St. Paul approve Construction Pay Voucher No. 5 in the amount of \$408,560.49 for Rachel Contracting, Inc.

Once processed, please keep one copy for your records and return two copies to our office, one for the contractor and one for our files.

If you have any questions, please contact me at 612.360.1310. Thank you.

Sincerely,

WSB



Paul Kyle, PE
Project Manager

Attachments

cc: Morgan Dawley, WSB
David Mitchell, Rachel Contracting, LLC
Dexter Kolles, Rachel Contracting, LLC

rrh

CSAH 68 (McKnight Road)
Intersection Improvements

Pay Voucher 5



Client: City of North St. Paul 2400 Margaret Street North St Paul, MN 55109-3003	Contractor: Rachel Contracting, Inc. 4125 Napier Court NE St. Michael, MN 55376
---	--

WSB Project No.: R-013350-000
Client Project No.: City Project No. C.P. 19-02
State Project No.: S.A.P. 151-020-033 / 151-268-001 / 062-668-057
Federal Project No.:

Contract Amount

Funds Encumbered

Original Contract	\$2,185,876.70	Original	\$2,185,876.70
Contract Changes	\$86,097.30	Additional	N/A
Revised Contract	\$2,271,974.00	Total	\$2,185,876.70

Work Certified To Date

Base Bid Items	\$2,081,476.77
Contract Changes	\$134,069.55
Material On Hand	\$0.00
Total	\$2,215,546.32

Work Certified This Voucher	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
\$430,063.70	\$2,215,546.32	\$110,777.32	\$1,696,208.51	\$408,560.49	\$2,104,769.00
Percent: Retained: 5%			Percent Complete: 97.52%		

This is to certify that the items of work shown in this Pay Voucher have been actually furnished for the work comprising the above-mentioned project in accordance with the plans and specifications heretofore approved.

Approved By WSB

Approved By Rachel Contracting, Inc.

Project Manager

Contractor

September 25, 2020

Date

9/25/2020

Date

Approved By City of North St. Paul

Date

Payment Summary				
No.	Up Through Date	Work Certified Per Voucher	Amount Retained Per Voucher	Amount Paid Per Voucher
1	05/22/20	\$543,147.35	\$27,157.37	\$515,989.98
2	06/04/20	\$256,601.25	\$12,830.06	\$243,771.19
3	07/07/20	\$455,881.96	\$22,794.10	\$433,087.86
4	08/24/20	\$529,852.08	\$26,492.60	\$503,359.48
5	09/25/20	\$430,063.70	\$21,503.19	\$408,560.51

Funding Category Name	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
Sanitary C.P. 19-02 Local	\$61,167.60	\$3,058.38	\$58,109.22	\$0.00	\$58,109.22
Storm 151-020-033	\$201,606.60	\$10,080.33	\$190,129.77	\$1,396.50	\$191,526.27
Storm 151-268-001	\$133,873.40	\$6,693.67	\$127,179.73	\$0.00	\$127,179.73
Storm-C.P. 19-02 Local	\$140,750.00	\$7,037.50	\$133,712.50	\$0.00	\$133,712.50
Surface 151-020-033	\$999,673.27	\$49,983.66	\$644,385.93	\$305,303.68	\$949,689.61
Surface 151-268-001	\$479,945.55	\$23,997.28	\$356,301.44	\$99,646.83	\$455,948.27
Surface-C.P. 19-02/Local	\$25,686.80	\$1,284.34	\$22,502.46	\$1,900.00	\$24,402.46
Water C.P. 19-02 Local	\$172,843.10	\$8,642.16	\$163,887.44	\$313.50	\$164,200.94

Accounting Number	Funding Source	Amount Paid This Voucher	Revised Contract Amount	Funds Encumbered To Date	Paid Contractor To Date
048	Local Water	\$313.50			\$164,200.94
049	Local Sanitary / Water	\$0.00			\$58,109.22
052	Local Storm Sewer	\$1,396.50			\$452,418.50
450	Local Roadway	\$406,850.51			\$1,430,040.34

Contract Item Status									
Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
1	2021.501	MOBILIZATION	LS	\$179,700.00	1	0	\$0.00	0.9	\$161,730.00
2	2101.524	CLEARING	TREE	\$300.00	2	0	\$0.00	0	\$0.00
3	2101.524	GRUBBING	TREE	\$300.00	2	0	\$0.00	0	\$0.00
4	2102.503	PAVEMENT MARKING REMOVAL	L F	\$2.00	2792	0	\$0.00	0	\$0.00
5	2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	\$1,000.00	13	0	\$0.00	14	\$14,000.00
6	2104.502	REMOVE CASTING	EACH	\$500.00	4	1	\$500.00	5	\$2,500.00
7	2104.502	REMOVE SIGN TYPE C	EACH	\$50.00	16	0	\$0.00	16	\$800.00
8	2104.502	REMOVE SIGN TYPE D	EACH	\$100.00	2	0	\$0.00	2	\$200.00
9	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	\$6.00	65	0	\$0.00	12	\$72.00
10	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$3.00	4838	0	\$0.00	5623	\$16,869.00
11	2104.503	REMOVE WATER MAIN	L F	\$25.00	236	0	\$0.00	235	\$5,875.00

Contract Item Status									
Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
12	2104.503	REMOVE SEWER PIPE (STORM)	L F	\$28.00	611	0	\$0.00	614	\$17,192.00
13	2104.503	REMOVE SEWER PIPE (SANITARY)	L F	\$26.00	84	0	\$0.00	80	\$2,080.00
14	2104.503	REMOVE CURB & GUTTER	L F	\$3.00	3557	0	\$0.00	3556	\$10,668.00
15	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$3.00	5299	0	\$0.00	4731	\$14,193.00
16	2104.518	REMOVE BITUMINOUS WALK	S F	\$1.50	7009	0	\$0.00	7550	\$11,325.00
17	2104.518	REMOVE CONCRETE WALK	S F	\$0.50	3463	0	\$0.00	3766	\$1,883.00
18	2105.504	GEOTEXTILE FABRIC TYPE 5	S Y	\$2.00	3564	0	\$0.00	3805	\$7,610.00
19	2105.601	DEWATERING	LS	\$35,000.00	1	0	\$0.00	1	\$35,000.00
20	2105.604	POLYETHYLENE SHEET	S Y	\$14.00	273	0	\$0.00	273	\$3,822.00
21	2106.507	EXCAVATION - COMMON (P)	C Y	\$13.00	3956	0	\$0.00	3956	\$51,428.00
22	2106.507	EXCAVATION - SUBGRADE (P)	C Y	\$13.00	2762	0	\$0.00	2762	\$35,906.00
23	2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	C Y	\$15.00	2788	0	\$0.00	1459	\$21,885.00
24	2106.507	COMMON EMBANKMENT (CV) (P)	C Y	\$13.00	645	0	\$0.00	645	\$8,385.00
25	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	\$135.00	100	11	\$1,485.00	46.75	\$6,311.25
26	2123.610	1.5 CU YD BACKHOE	HOURL	\$200.00	40	0	\$0.00	19	\$3,800.00
27	2130.523	WATER	MGAL	\$56.00	50	0	\$0.00	26	\$1,456.00
28	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	\$30.00	2645	124.44	\$3,733.20	2309.44	\$69,283.20
29	2232.504	MILL BITUMINOUS SURFACE (2.0")	S Y	\$1.25	6794	9400	\$11,750.00	9400	\$11,750.00
30	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$1.00	1195	825	\$825.00	985	\$985.00
31	2360.509	TYPE SP 12.5 WEARING COURSE MIX (4;B)	TON	\$72.25	2480	1775	\$128,243.75	2769.68	\$200,109.38
32	2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (4;B)	TON	\$72.00	535	0	\$0.00	409.33	\$29,471.76
33	2501.502	15" RC PIPE APRON	EACH	\$1,550.00	2	0	\$0.00	2	\$3,100.00
34	2501.502	18" RC PIPE APRON	EACH	\$1,625.00	4	0	\$0.00	4	\$6,500.00
35	2501.502	24" RC PIPE APRON	EACH	\$1,725.00	1	0	\$0.00	1	\$1,725.00

Contract Item Status									
Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
36	2501.502	36" SPAN RC PIPE-ARCH APRON	EACH	\$2,250.00	1	0	\$0.00	1	\$2,250.00
37	2501.602	TRASH GUARD FOR 15" PIPE APRON	EACH	\$356.00	2	0	\$0.00	2	\$712.00
38	2501.602	TRASH GUARD FOR 18" PIPE APRON	EACH	\$400.00	4	0	\$0.00	4	\$1,600.00
39	2501.602	TRASH GUARD FOR 24" PIPE APRON	EACH	\$620.00	1	0	\$0.00	1	\$620.00
40	2501.602	TRASH GUARD FOR 36" SPAN PIPE APRON	EACH	\$925.00	1	0	\$0.00	1	\$925.00
41	2502.503	8" PVC PIPE DRAIN	L F	\$45.50	368	0	\$0.00	354	\$16,107.00
42	2502.503	6" PERF TP PIPE DRAIN	L F	\$17.00	1372	0	\$0.00	514	\$8,738.00
43	2502.602	8" PVC PIPE DRAIN CLEANOUT	EACH	\$1,126.00	4	0	\$0.00	4	\$4,504.00
44	2503.503	36" SPAN RC PIPE-ARCH SEWER CL IIA	L F	\$175.00	60	0	\$0.00	165	\$28,875.00
45	2503.503	12" RC PIPE SEWER DES 3006 CL V	L F	\$60.00	410	0	\$0.00	434	\$26,040.00
46	2503.503	15" RC PIPE SEWER DES 3006 CL V	L F	\$66.00	405	0	\$0.00	417	\$27,522.00
47	2503.503	18" RC PIPE SEWER DES 3006	L F	\$68.00	151	0	\$0.00	152	\$10,336.00
48	2503.503	24" RC PIPE SEWER DES 3006	L F	\$82.00	323	0	\$0.00	250	\$20,500.00
49	2503.601	SANITARY SEWER BYPASS PUMPING	L S	\$17,500.00	1	0	\$0.00	1	\$17,500.00
50	2503.602	CONSTRUCT BULKHEAD	EACH	\$500.00	1	0	\$0.00	1	\$500.00
51	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	\$10,650.00	1	0	\$0.00	1	\$10,650.00
52	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$2,051.00	9	0	\$0.00	11	\$22,561.00
53	2503.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	\$5,000.00	3	0	\$0.00	3	\$15,000.00
54	2503.603	6" PVC PIPE SEWER	L F	\$40.50	40	0	\$0.00	42	\$1,701.00
55	2503.603	10" PVC PIPE SEWER	L F	\$45.00	513	0	\$0.00	513	\$23,085.00
56	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$4,260.00	6	0	\$0.00	7	\$29,820.00
57	2504.602	HYDRANT	EACH	\$5,240.00	2	0	\$0.00	2	\$10,480.00
58	2504.602	6" GATE VALVE & BOX	EACH	\$1,575.00	4	0	\$0.00	4	\$6,300.00

Contract Item Status									
Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
59	2504.602	8" GATE VALVE & BOX	EACH	\$2,300.00	1	0	\$0.00	1	\$2,300.00
60	2504.602	12" GATE VALVE & BOX	EACH	\$3,850.00	2	0	\$0.00	3	\$11,550.00
61	2504.603	6" WATERMAIN DUCTILE IRON CL 52	L F	\$59.00	59	0	\$0.00	53	\$3,127.00
62	2504.603	6" PVC WATERMAIN	L F	\$45.00	69	0	\$0.00	73	\$3,285.00
63	2504.603	8" PVC WATERMAIN	L F	\$51.00	60	0	\$0.00	49	\$2,499.00
64	2504.603	12" PVC WATERMAIN	L F	\$48.00	653	0	\$0.00	839	\$40,272.00
65	2504.604	4" INSULATION	S Y	\$66.00	7	0	\$0.00	10.5	\$693.00
66	2504.608	DUCTILE IRON FITTINGS	LB	\$19.50	1011	0	\$0.00	1982	\$38,649.00
67	2506.502	CASTING ASSEMBLY	EACH	\$1,470.00	32	1	\$1,470.00	38	\$55,860.00
68	2506.503	CONST DRAINAGE STRUCTURE DESIGN G	L F	\$620.00	8.6	0	\$0.00	8.6	\$5,332.00
69	2506.503	CONST DRAINAGE STRUCTURE DESIGN H	L F	\$535.00	20.6	0	\$0.00	20.6	\$11,021.00
70	2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-60	L F	\$697.00	7.6	0	\$0.00	7.6	\$5,297.20
71	2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-72	L F	\$1,350.00	4.6	0	\$0.00	4.6	\$6,210.00
72	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	L F	\$550.00	71.3	0	\$0.00	66.27	\$36,448.50
73	2506.503	CONST DRAINAGE STRUCTURE DES 60-4020	L F	\$900.00	4.7	0	\$0.00	4.7	\$4,230.00
74	2506.602	CONST DRAINAGE STRUCTURE DESIGN SPECIAL	EACH	\$5,850.00	4	0	\$0.00	4	\$23,400.00
75	2506.602	CONST DRAINAGE STRUCTURE DESIGN SPEC 1	EACH	\$2,840.00	8	0	\$0.00	8	\$22,720.00
76	2506.602	CONST DRAINAGE STRUCTURE DESIGN SPEC 2	EACH	\$12,900.00	1	0	\$0.00	1	\$12,900.00
77	2506.602	CONST DRAINAGE STRUCTURE DESIGN SPEC 3	EACH	\$17,800.00	2	0	\$0.00	2	\$35,600.00
78	2511.504	GEOTEXTILE FILTER TYPE 4	S Y	\$3.00	411	0	\$0.00	309	\$927.00
79	2511.507	RANDOM RIPRAP CLASS III	C Y	\$100.00	181	0	\$0.00	161	\$16,100.00
80	2521.518	4" CONCRETE WALK	S F	\$4.50	7728	7908	\$35,586.00	7908	\$35,586.00
81	2521.518	6" CONCRETE WALK	S F	\$6.25	10975	9596	\$59,975.00	9638	\$60,237.50

Contract Item Status									
Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
82	2521.518	3" BITUMINOUS WALK	S F	\$3.50	7077	7420	\$25,970.00	7420	\$25,970.00
83	2531.503	CONCRETE CURB & GUTTER DESIGN B424	L F	\$20.25	3663	2014	\$40,783.50	3524	\$71,361.00
84	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	\$17.00	2261	122	\$2,074.00	2211	\$37,587.00
85	2531.618	TRUNCATED DOMES	S F	\$42.00	300	264.94	\$11,127.48	264.94	\$11,127.48
86	2545.503	2" NON-METALLIC CONDUIT	L F	\$5.50	3800	736	\$4,048.00	3736	\$20,548.00
87	2545.503	4" NON-METALLIC CONDUIT	L F	\$10.50	1100	190	\$1,995.00	1090	\$11,445.00
88	2554.502	GUIDE POST TYPE B	EACH	\$55.00	8	8	\$440.00	8	\$440.00
89	2563.601	TRAFFIC CONTROL	LS	\$40,000.00	1	0.25	\$10,000.00	1	\$40,000.00
90	2563.613	PORTABLE CHANGEABLE MESSAGE SIGN	UDAY	\$50.00	126	15	\$750.00	77	\$3,850.00
91	2564.502	OBJECT MARKER TYPE X4-2	EACH	\$85.00	3	3	\$255.00	3	\$255.00
92	2564.518	SIGN PANELS TYPE C	S F	\$62.00	229	229.25	\$14,213.50	229.25	\$14,213.50
93	2564.518	SIGN PANELS TYPE D	S F	\$75.00	28	28.25	\$2,118.75	28.25	\$2,118.75
94	2565.501	EMERGENCY VEHICLE PREEMPTION SYSTEM	LS	\$6,225.00	1	0	\$0.00	1	\$6,225.00
95	2565.501	TRAFFIC CONTROL INTERCONNECT	LS	\$13,600.00	1	0	\$0.00	0	\$0.00
96	2565.516	TRAFFIC CONTROL SIGNAL SYSTEM	SYS	\$310,000.00	1	0	\$0.00	1	\$310,000.00
97	2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$8,000.00	1	0	\$0.00	1.6	\$12,800.00
98	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$250.00	55	0	\$0.00	55	\$13,750.00
99	2573.502	CULVERT END CONTROLS	EACH	\$150.00	9	0	\$0.00	0	\$0.00
100	2573.503	SILT FENCE; TYPE MS	L F	\$3.00	1529	0	\$0.00	2767	\$8,301.00
101	2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	L F	\$3.00	2559	0	\$0.00	2196	\$6,588.00
102	2574.505	SOIL BED PREPARATION	ACRE	\$1,850.00	2	0	\$0.00	0	\$0.00
103	2574.507	COMMON TOPSOIL BORROW	C Y	\$28.00	1163	0	\$0.00	168	\$4,704.00
104	2574.508	FERTILIZER TYPE 3	LB	\$0.75	585	0	\$0.00	114	\$85.50
105	2575.505	SEEDING	ACRE	\$475.00	2	0	\$0.00	0.65	\$308.75

Contract Item Status									
Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
106	2575.508	SEED MIXTURE 25-131	LB	\$2.75	367	0	\$0.00	29	\$79.75
107	2575.508	HYDRAULIC MULCH MATRIX	LB	\$0.75	8294	0	\$0.00	397	\$297.75
108	2582.503	4" SOLID LINE PAINT	L F	\$0.50	3000	1873	\$936.50	1873	\$936.50
109	2582.503	4" SOLID LINE MULTI COMP GR IN	L F	\$0.75	10775	0	\$0.00	0	\$0.00
110	2582.503	24" SOLID LINE MULTI COMP GR IN	L F	\$10.50	111	0	\$0.00	0	\$0.00
111	2582.503	4" BROKEN LINE MULTI COMP GR IN	L F	\$0.75	821	0	\$0.00	0	\$0.00
112	2582.503	4" DBLE SOLID LINE MULTI COMP GR IN	L F	\$1.50	2473	0	\$0.00	0	\$0.00
113	2582.518	PAVT MSSG PREF TAPE GR IN	S F	\$28.00	363	0	\$0.00	0	\$0.00
114	2582.518	CROSSWALK PREF TAPE GR IN	S F	\$14.00	882	0	\$0.00	0	\$0.00
Bid Totals:							\$358,279.68		\$2,081,476.77

Project Category Totals		
Category	Amount This Voucher	Amount To Date
	\$358,279.68	\$2,081,476.77

Contract Change Item Status											
CC	CC No.	Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
CO	1	115	2531.504	7" CONCRETE DRIVEWAY PAVEMENT	S Y	\$97.55	275	55.3	\$5,394.52	275	\$26,826.25
CO	1	116	2506.503	CONST DRAINAGE STRUCTURE DES 84-4020	L F	\$1,720.00	5	0	\$0.00	4.7	\$8,084.00
CO	1	117	2511.507	GROUTED RIPRAP	C Y	\$241.00	15	0	\$0.00	0	\$0.00
CO	1	118	2452.618	STEEL SHEET PILING (PERMANENT)	S F	\$20.63	160	0	\$0.00	160	\$3,300.80
CO	1	119	2106.507	EXCAVATION - MUCK	C Y	\$18.00	1000	0	\$0.00	893	\$16,074.00
CO	1	120	2106.507	GRANULAR EMBANKMENT (CV)	C Y	\$15.00	1000	0	\$0.00	893	\$13,395.00
CO	2	121	2574.507	COMMON TOPSOIL BORROW	C Y	\$28.00	-1163	0	\$0.00	0	\$0.00
CO	2	122	2574.507	COMMON TOPSOIL BORROW	C Y	\$19.75	1163	874	\$17,261.50	874	\$17,261.50

CO	2	123	2575.504	EROSION CONTROL BLANKETS CATEGORY 3N	S Y	\$3.45	3000	3150	\$10,867.50	3150	\$10,867.50
CO	2	124	2360.509	TYPE SP 12.5 WEARING COURSE MIX (4;B)	TON	\$72.25	-400	0	\$0.00	0	\$0.00
CO	2	125	2360.509	TYPE SP 9.5 WEARING COURSE MIX (4;B)	TON	\$90.00	500	211	\$18,990.00	211	\$18,990.00
CO	2	126	2211.607	SALVAGE AND REINSTALL AGGREGATE BASE CLASS 5 (CV)	CU YD	\$14.50	800	1329	\$19,270.50	1329	\$19,270.50
CO	2	127	2211.507	AGGREGATE BASE (LV) CLASS 5	C Y	\$30.00	-800	0	\$0.00	0	\$0.00
CO	2	128	2232.504	MILL BITUMINOUS SURFACE (1.5")	S Y	\$3.50	1800	0	\$0.00	0	\$0.00
Contract Change Totals:								\$71,784.02		\$134,069.55	

Contract Change Totals				
No.	Contract Change	Description	Amount This Voucher	Amount To Date
1	CO	The Engineer in concurrence with the City of North St. Paul, have agreed that additional items are required due to a private development being constructed adjacent to the project site. The adjacent developers plans came in after this project had been bid and awarded. Due to the additional storm water rate increase, pipe sizes were increased therefore creating a larger structure requirement. This also required additional erosion control measures at the new apron ends including sheet piling under the aprons along with grouted rip rap. This late development plan also requires an access entrance off of Anchor Drive and per the City of North St. Paul's city details, this access entrance must be 7" (inches) of concrete with rebar reinforcement. Due to unsuitable soils in the watermain and sanitary sewer trenches from Stations 50+30 to 54+00, Muck Excavation was required and granular embankment was brought in for fill. This was required to maintain a suitable roadway embankment. This work will be considered "Contract Revisions" as provided for by Specification 1402. Payment for this work will be at Negotiated Prices.	\$5,394.52	\$67,680.05
2	CO	In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions. The Engineer in concurrence with the City of North St. Paul and the Contractor, have agreed that using an existing topsoil stockpile on site is more favorable than importing common topsoil borrow. Trucking will still be required due to the proximity of the pile from the site. This work will be a cost savings to the owner. The Engineer in concurrence with the City of North St. Paul, have agreed that seeding and blanketing the pond slopes will help mitigate future erosion concerns on 3 ponds within the project site. This work will include Soil preparation, seeding, blanket, and fertilizer. The Engineer in concurrence with the City of North St. Paul, have agreed that installing a 1.5" lift of asphalt wear course to Anchor Drive	\$66,389.50	\$66,389.50

		this year is favorable to help with additional pavement structure while private development work takes place this winter. Per 1806 paragraph 2 of the special provisions, the final lift of bituminous wear course shall not be installed until one (1) freeze thaw cycle. Due to this requirement, Anchor Drive will take heavy truck loading this winter and spring seasons with only 2" of asphalt base course pavement. It was decided to install an additional 1.5" lift of bituminous (SPWEA440B) this year to help mitigate pavement rutting and cracking and then next year edge mill 1.5" 12 feet out from each curb line and overlay Anchor Drive with an additional 1.5" lift of bituminous (SPWEA440B). The original planned 2" wear course lift of bituminous (SPWEB440B) on Anchor Drive will now be omitted from the project. The Engineer in concurrence with the City of North St. Paul and the Contractor, have agreed that salvaging and replacing the existing Aggregate Base in McKnight Road is more favorable than hauling in new Class 5 aggregate base. Due to new public utilities and curb installations on McKnight Road, the existing aggregate section is required to be removed and salvaged to do this work. This work will be a cost savings to the owner. This work will be considered "Contract Revisions" as provided for by Specification 1402. Payment for this work will be at Negotiated Prices.		
--	--	---	--	--

Material On Hand Additions					
Line No.	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line No.	Item	Description	Date	Added	Used	Remaining

Agenda Information Memorandum
North St. Paul City Council
October 6, 2020

FROM THE OFFICE OF THE CITY MANAGER

Agenda placement: CITY BUSINESS

Subject: REQUEST TO EXTEND WORKING HOURS ON THE DOWNTOWN
REDEVELOPMENT / STREET AND UTILITY PROJECT

To: Honorable Mayor and City Council

Background/Facts:

- Midstate Excavating is the contractor working on the Downtown Redevelopment Project including the Street and Utilities upgrades on 7th Ave and Margaret Streets.
- Due to the late summer start of this project, it is requested to allow working hours on Saturdays from 7:00am to 7:00pm the same as Monday – Friday.
- Normal working hours as per city ordinance 130.22 (E) are from 7:00 am to 7:00 pm Monday through Friday and 9:00am to 5:00pm on Saturday.
- This project has a large amount of concrete paving, curbing and sidewalks which must be completed with temperatures above 32 degrees.

Recommendation: To authorize Midstate Excavating and their subcontractors to work extended hours on Saturdays from 7:00am to 7:00pm. on the Downtown Redevelopment Project. These extended hours to be in effect until completion of the necessary work.

ATTACHMENTS

Resolution

Respectfully submitted,

Scott Duddeck
City Manager

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2020-xxx

**RESOLUTION APPROVING EXEMPTION FROM SECTIONS 130.22(E),
“CONSTRUCTION ACTIVITIES,” AND 130.99, “PENALTY”
OF THE NORTH ST. PAUL CITY CODE**

WHEREAS, on October 6, 2020 the City Manager on behalf of Midstate Excavating and their subcontractors requested an exemption from the City Code for work being completed as part of the Downtown Redevelopment / Street and Utility Project; and

WHEREAS, on October 6, 2020 the City Manager explained the need for this exemption is in an effort to complete the street reconstruction before winter conditions set in; and

WHEREAS, completing as much of the street reconstruction work as possible before winter is in the best interest of the public to restore use of the streets and access to the businesses.

NOW, THEREFORE, BE IT RESOLVED that the City Council of North St. Paul, Minnesota hereby approves the requested extended working hours and exemption from section 130.22(E) and 130.99 of the city code.

ANALYSIS:

The City Council has the inherent authority to waive the provisions of City Code section 130.22(E) and 130.99 provided the applicant has provided sufficient evidence that the request provides for the health, safety and welfare of the residents of North St. Paul.

DECISION:

The City Managers request on behalf of Midstate Excavating and their subcontractors for exemption from Sections 130.22(E) and 130.99 of the North St. Paul City Code is hereby approved, subject to the following conditions.

- Notify all residents and businesses of the extended working hours via the city website and any other electronic media means used by the city.
- Extended working hours and exemption is valid until the necessary work is complete.
- The City Manager may revoke this exemption at any time.

ADOPTED this 6th day of October, 2020.

Motion by Council Member
Second by Council Member

Voting: Aye: Council Member
Council Member
Council Member
Council Member
Mayor Furlong

Nay: None

Absent: None

Abstain: None

Terrence J. Furlong, Mayor

Attest:

Scott A. Duddeck, City Manager/Clerk

Agenda Information Memorandum
North St. Paul City Council
October 6, 2020

FROM THE OFFICE OF THE CITY MANAGER

Agenda placement: CITY BUSINESS

Subject: REQUEST TO PURCHASE THREE NEW 2021 POLICE PATROL VEHICLES

To: Honorable Mayor and City Council

Background/Facts:

- In December of 2019 City Council approved the purchase of two new Police Patrol Vehicles for 2020. Due to COVID in early 2020, the manufacture stopped production of police vehicles and therefore the two vehicles were not purchased in 2020.
- The City Equipment Replacement Plan has allocated for the purchase of two Police Patrol Vehicles in 2020 and two Police Patrol Vehicles in 2021.
- Though the Replacement Plan has allocated for the replacement of four Police Patrol Vehicles for 2020 and 2021, the current need is only to replace three Police Patrol Vehicles.
- Three existing Police Vehicles will be retired from service and will be sold by auction.
- The proposed new Ford Explorer Police Patrol Vehicles with intergraded police and safety equipment would be purchased from Tenvoorde Ford in Saint Cloud, MN via State of MN purchasing contract at a price of \$45,124.24 each plus any applicable taxes.

Recommendation: To authorize staff to purchase three 2021 Ford Explorer Police Patrol Vehicles as outlined in this memo.

ATTACHMENTS

Resolution

Respectfully submitted,

Scott Duddeck
City Manager

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2020-xxx

**RESOLUTION TO REQUEST PURCHASE OF THREE NEW 2021 POLICE
PATROL VEHICLE**

WHEREAS, in December of 2019 City Council approved the purchase of two new Police Patrol Vehicles for 2020. Due to COVID in early 2020, the manufacture stopped production of police vehicles and therefore the two vehicles were not purchased in 2020.

WHEREAS, the City Equipment Replacement Plan has allocated for the purchase of two Police Patrol Vehicles in 2020 and two Police Patrol Vehicles in 2021. Though the Replacement Plan has allocated for the replacement of four Police Patrol Vehicles for 2020 and 2021, the current need is only to replace three Police Patrol Vehicles.

WHEREAS, the proposed new Ford Explorer Police Patrol Vehicles with intergraded police and safety equipment would be purchased from Ten Voorde Ford in Saint Cloud, MN via State of MN purchasing contract at a price of \$45,124.24 each plus any applicable taxes.

NOW, THEREFORE, BE IT RESOLVED THAT the City of North St. Paul authorize the purchase of three 2021 Ford Explorer Police Patrol Vehicles:

ADOPTED this 6th day of October, 2020.

Motion by Council Member

Second by Council Member

Voting:	Aye:	Council Member
		Council Member
		Council Member
		Council Member
		Mayor Furlong
	Nay:	None
	Abstain:	None
	Absent:	None

Terrence J. Furlong, Mayor

Attest: _____
Scott A. Duddeck, City Manager/Clerk

October 6, 2020

VIA U.S. MAIL

Chairperson Lori Pulkrabek and
Secretary Virginia Holder
Ramsey/Washington Suburban Cable Commission
2460 East County Road F
White Bear Lake, Minnesota 55110

Re: Notice of Withdrawal from the Ramsey/Washington County Suburban Cable Communications Commission II Joint and Cooperative Agreement for the Administration of Cable Communications Franchises

Dear Chairperson Lori Pulkrabek and Secretary Holder:

Please accept this letter as the City of North Saint Paul's [hereinafter: City] notice of withdrawal from the Ramsey/Washington County Suburban Cable Communications Commission II Joint and Cooperative Agreement for the Administration of Cable Communications Franchises [hereinafter: Joint and Cooperative Agreement]. Our effective date of withdrawal shall be **December 31, 2020**.

Pursuant Section 2 to the Joint and Cooperative Agreement:

In order to prevent obligation for its financial contribution to the Commission for the ensuing year, a Member shall withdraw from the Commission by filing a written notice with the secretary by October 15 of any year giving notice of withdrawal effective at the end of that calendar year; and membership shall continue until the effective date of withdrawal.

Since the City has filed this notice of withdrawal prior to October 15, 2020, the City will **not** be obligated to contribute to the Commission's budget for the year of 2020. We do however reserve the right to rescind this withdrawal at any time prior to December 31, 2020. If you do have any questions or concerns regarding this letter, please do not hesitate to contact me directly at 651-747-2436.

Respectfully,

Scott A. Duddeck
City Manager

cc: Tim Finnerty, Executive Director RWSCC
Mayor and City Council
Franchise File
Campbell Knutson Law Firm

Agenda Information Memorandum
North St. Paul City Council
October 6, 2020

FROM THE OFFICE OF THE CITY MANAGER

Agenda placement: City Business

Subject: Membership with the Ramsey Washington Suburban Cable Commission (RWSCC)

To: Honorable Mayor and City Council

Background/Facts:

For the past two years, City Council has examined the City's membership with the Ramsey Washington Suburban Cable Commission (RWSCC), of which we've been a member of since the 1980's. The mission of the RWSCC is to monitor the operation of the cable TV system for its member cities; manage the terms of the cable TV franchise agreement; disburse the operating grant for public access programming (PEG Service)s for its members; and to insure reasonable cable rates and service. In late 2019, City Council elected to withdraw from the Commission however this intention was rescinded in December, 2019 to provide the City an opportunity to further examine its PEG needs and how this relates to other needs within the City.

From a high level, the cable television franchise agreement we have with Comcast affords them the ability to operate in our rights of way to distribute cable television. In exchange, the City receives a 5% franchise fee to support and manage the use of the rights of way.

In addition, Comcast distributes a PEG Services Grant to the Cable Commission, on our behalf, that allows the Cable Commission to provide and develop content for our residents that have cable. The agreement requires Comcast subscribers in the RWSCC communities to pay a fee for PEG programming. Currently RWSCC subscribers pay an additional \$5.33 a month on their cable bill to sustain the PEG operations of the RWSCC. PEG dollars are to be used for equipment only.

The existing Comcast cable television franchise agreement has been in renewal negotiations with RWSCC for three years with ever increasing legal costs associated with this protracted process. Perhaps complicating this process is the desire of the Cable Commission to accommodate the disparate needs of the multiple entities that would be covered under a single, common franchise agreement. Elsewhere in the Twin Cities area, most Cities have successfully negotiated individual franchise renewals with Comcast. City Council should consider the value of continued participation in the cable commission as it is currently configured.

Cable Television and the establishment of Cable TV Commissions

With the rapid deployment of cable television in the mid-1980's, cable TV commissions were established to regulate the process of deploying land-based TV communication systems in their communities. In the Twin Cities, many cable TV commissions encompassed multiple public entities to ensure that smaller communities were not bypassed by cable TV companies. However not all cities belonged to joint cable commissions. Many cities like St. Paul, Minneapolis, St. Louis Park, and others established individual commissions and franchise agreements.

North Saint Paul consists of about 8.93% of the total customer base within Ramsey Washington Suburban Cable Commission. The number of customers in North Saint Paul is 1788+/-range, and declining. For 2018, the revenue produced from the franchise fee by North Saint Paul's customers was \$115,400. This amount is directly distributed to the Cable Commission, per our Joint Powers Agreement. After the Cable Commission sets a budget, they take the necessary operating costs from the revenue they receive from Comcast for North Saint Paul. In 2018, this amount was approximately \$29,753. The rest, \$85,647, was distributed back to the City, where we absorb it into the general fund.

With regard to the PEG fee, the current amount collected is \$5.33/month, or \$63.96 per year per customer. For North Saint Paul in 2018, this amount was \$5.02/month, \$60.24 per year per customer, with a total amount collected of approximately \$118,311 in North Saint Paul. In 2018, the total amount collected by the Cable Commission was approximately \$1,307,603.

Through the franchise agreement, the City does receive access to FREE use of the Institutional-Network (I-Net) however, we do not use or need this access as we utilize our own fiber connections to access the internet and the City of Roseville for our IT services. Comcast has indicated in discussions with RWSCC and other Cable Commissions that the free access/use of the I-Net is something Comcast will no longer be offering.

Cable Commission and PEG Programming

As mentioned, the Commission manages the PEG grant that provides the cities, school districts, and residents the ability to create and broadcast public, education and government programming. A significant portion of the grant funds a centralized production facility located in White Bear Lake. In the earlier days of TV content production, facilities like these were necessary to create, edit, produce and distribute video content. This was before the advent of the Internet and social media platforms. Today, the average person has access to inexpensive equipment to be able to produce programming that can be immediately shared to millions of people. They can film something on their phone and upload it to YouTube faster than it would take them to drive to the RWSCC production studio. Admittedly, that example may not be fair to the sophistication of producing a television show, but the sentiment is right in that technology has afforded everyone the ability to communicate with the world via the internet in high definition video

The high cost of PEG programming relative to the number of viewers using traditional cable TV public needs to be addressed. There may always be a need for the City to deliver live public meetings to an audience. This helps insure that the public process be open to anyone that cares to watch and listen. The question must be asked. Can the City produce and distribute information over cable TV in a less expensive matter? Does the City have this ability and drive to expand information content to a wider audience? A number of metro area cities that once belonged to joint commissions have since established individual agreements and assumed management of their own franchise and operation of PEG programming. Most recently, these cities include Maplewood, Vadnais Heights, and Shoreview. There are many other cities that are self-operating.

City Franchise Management and PEG

Should the City of North Saint Paul decide to withdraw from the Commission, we must file a written notice with the commission secretary by October 15, 2020 giving notice of withdrawal effective December 31, 2020; and our membership shall continue until the effective date of withdrawal. This must be done in order to prevent financial obligation in the upcoming year.

If the decision is to leave the commission, staff is confident in the ability to provide content through multiple different media platforms with a vendor to be determined. Staff also feels this would be a cost savings to our residents and a revenue enhancement to the city.

Staff has met with Comcast regarding direct negotiation of a 10-year Cable Franchise Agreement. The proposed agreement with Comcast and the City of North Saint Paul would provide for a 5% Franchise Fee for the use of the City right-of-way and a 2.25% PEG Fee to support the City's PEG Access Channel programming. Based on current Comcast Cable TV subscriber revenue in North St. Paul the City would expect to receive approximately \$110,000 per year in franchise fees and \$50,000 per year for PEG capital support.

Recommendation: It is recommended the City Council adopt a resolution of the City of North St. Paul's intent to withdraw from the RWSCC JPA; authorize staff to provide written notice to the Secretary of the RWSCC Commission by October 15, 2020, with an effective date of withdrawal of December 31, 2020; and authorize staff to finalize an individual franchise agreement with Comcast Cable for council consideration at the October 20, 2020 council meeting. A draft ordinance is provided for review.

Respectfully submitted,

Scott Duddeck
City Manager

CITY OF NORTH ST PAUL, MINNESOTA

ORDINANCE GRANTING A CABLE TELEVISION FRANCHISE

TO

COMCAST OF MINNESOTA, INC.

TABLE OF CONTENTS

	PAGE
SECTION 1 DEFINITIONS.....	1
SECTION 2 FRANCHISE	5
SECTION 3 OPERATION IN STREETS AND RIGHTS-OF-WAY	8
SECTION 4 REMOVAL OR ABANDONMENT OF SYSTEM.....	12
SECTION 5 SYSTEM DESIGN AND CAPACITY	13
SECTION 6 PROGRAMING AND SERVICES	15
SECTION 7 PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS	17
SECTION 8 REGULATORY PROVISIONS.....	24
SECTION 9 BOND	25
SECTION 10 SECURITY FUND	26
SECTION 11 DEFAULT	28
SECTION 12 FORECLOSURE AND RECEIVERSHIP	30
SECTION 13 REPORTING REQUIREMENTS	31
SECTION 14 CUSTOMER SERVICE POLICIES.....	32
SECTION 15 SUBSCRIBER PRACTICES.....	37
SECTION 16 COMPENSATION AND FINANCIAL PROVISIONS	38
SECTION 17 MISCELLANEOUS PROVISIONS.....	41
EXHIBIT A	A-1
EXHIBIT B	B-1

ORDINANCE NO. _____

AN ORDINANCE RENEWING THE GRANT OF A FRANCHISE TO COMCAST OF MINNESOTA, INC. TO OPERATE AND MAINTAIN A CABLE SYSTEM IN THE CITY OF NORTH ST PAUL, MINNESOTA; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE; PROVIDING FOR CITY REGULATION AND ADMINISTRATION OF THE CABLE SYSTEM; TERMINATING PRIOR FRANCHISE

RECITALS

The City of North St. Paul, Minnesota (“City”), pursuant to applicable federal and state law, is authorized to grant one (1) or more nonexclusive cable television franchises to construct, operate, maintain and reconstruct cable television systems within the City limits.

Comcast of Minnesota, Inc., a Delaware corporation (“Grantee”) has operated a Cable System in the City, under a cable television franchise granted pursuant to a Cable Television Franchise Ordinance passed on November 29, 1999.

Negotiations between Grantee and the City have been completed and the franchise renewal process followed in accordance with the guidelines established by Minnesota Statutes Chapter 238 and the Cable Act (47 U.S.C. §546).

The City reviewed the legal, technical and financial qualifications of Grantee and has determined that it is in the best interest of the City and its residents to renew the cable television franchise with Grantee.

NOW, THEREFORE, THE CITY OF NORTH ST. PAUL DOES ORDAIN that a franchise is hereby granted to Comcast of Minnesota, Inc., to operate and maintain a Cable System in the City upon the following terms and conditions:

SECTION 1 DEFINITIONS

For the purpose of this Franchise, the following, terms, phrases, words, derivations and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. In the event the meaning of any word or phrase not defined herein is uncertain, the definitions contained in applicable local, state or federal law shall apply.

“Advertising Revenues” shall mean revenues derived from sales of advertising that are made available to Grantee’s Cable System subscribers within the City and shall be allocated on a pro rata basis using total Cable Service subscribers reached by the advertising. Additionally, Grantee agrees that Gross Revenues subject to franchise fees shall include all commissions, representative fees, Affiliated Entity fees, or rebates paid to National Cable Communications and Comcast Spotlight or their successors associated with sales of advertising on the Cable System

within the City allocated according to this paragraph using total Cable Service subscribers reached by the advertising.

1.1 “Affiliate” shall mean any Person controlling, controlled by or under common control of Grantee.

1.2 “Applicable Laws” means any law, statute, charter, ordinance, rule, regulation, code, license, certificate, franchise, permit, writ, ruling, award, executive order, directive, requirement, injunction (whether temporary, preliminary or permanent), judgment, decree or other order issued, executed, entered or deemed applicable by any governmental authority of competent jurisdiction.

1.3 “Basic Cable Service” shall be defined as set forth in applicable law, currently 47 USC § 522(3), as any service tier which includes the lawful retransmission of local television broadcast.

1.4 “Cable Act” means the Cable Communications Policy Act of 1984, 47 U.S.C. §§ 521 et seq., as amended by the Cable Television Consumer Protection and Competition Act of 1992, as further amended by the Telecommunications Act of 1996, as further amended from time to time.

1.5 “Cable Service” shall be defined as set forth in applicable law, currently 47 USC § 522(6), as (a) the one-way transmission to Subscribers of (i) Video Programming or (ii) Other Programming Service, and b) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. For the purposes of this definition, “video programming” is programming provided by, or generally considered comparable to programming provided by a television broadcast station; and, “other programming service” is information that a cable operator makes available to all Subscribers generally.

1.6 “Cable System” or “System” shall have the meaning specified for “Cable System” in the Cable Act. Unless otherwise specified, it shall in this document refer to the Cable System constructed and operated in the City under this Franchise.

1.7 “Channel” shall be defined as set forth in applicable law, currently 47 USC § 522(4), as a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as defined by the FCC by regulation.

1.8 “City” shall mean the City of North St. Paul, a municipal corporation in the State of Minnesota.

1.9 “City Code” means the Municipal Code of the City of North St. Paul, Minnesota, as may be amended from time to time.

1.10 “Connection” means the attachment of the Drop to the television set of the Subscriber.

1.11 “Converter” means an electronic device, including Digital Transport Adapters, which converts signals to a frequency not susceptible to interference within the television receiver of a

Subscriber, and by an appropriate Channel selector also permits a Subscriber to view all signals included in the Basic Cable Service tier delivered at designated converter dial locations.

1.12 “City Council” shall mean the governing body of the City.

1.13 “Day” unless otherwise specified shall mean a calendar day.

1.14 “Demarcation Point” is the point agreed upon by the Grantee and the City upon which one side is the responsibility of the Grantee, and the other side is the responsibility of the City.

1.15 “Drop” shall mean the cable that connects the Subscriber terminal to the nearest feeder cable of the cable.

1.16 “Effective Date” shall mean 60 days from the date of the City’s approval of this Franchise Ordinance.

1.17 “FCC” means the Federal Communications Commission, or a designated representative.

1.18 “Franchise” shall mean the right granted by this Franchise Ordinance and conditioned as set forth herein.

1.19 “Franchise Area” means the entire geographic area within the City as it is now constituted or may in the future be constituted.

1.20 “Franchise Fee” shall mean the fee assessed by the City to Grantee, determined in amount as a percentage of Grantee’s Gross Revenues and limited to the maximum percentage allowed for such assessment by federal law. The term Franchise Fee does not include the exceptions noted in 47 U.S.C. §542(g)(2)(A-E).

1.21 “GAAP” means generally accepted accounting principles as promulgated and defined by the Financial Accounting Standards Board (“FASB”), Emerging Issues Task Force (“EITF”) and/or the U.S. Securities and Exchange Commission (“SEC”).

1.22 “Gross Revenues” means, and shall be construed broadly to include, all revenues derived directly or indirectly by Grantee and/or an Affiliated Entity that is the cable operator of the Cable System, from the operation of Grantee’s Cable System to provide Cable Services within the City. Gross Revenues shall include revenue received by any Affiliate to prevent evasion or avoidance of the obligation under this Franchise to pay Franchise and PEG Fees. Revenues of both Grantee and an Affiliate that represent a transfer of funds between the Grantee and the Affiliate and that would otherwise constitute Gross Revenues shall be included for purposes of determining “Gross Revenues.” Except as provided herein, Gross Revenues shall not be net of: (1) any operating expense or other expenditure; (2) any prior actual or claimed overpayment of Franchise or PEG Fees, or (3) any accrual, including, without limitation, for commissions. Gross revenues include, by way of illustration and not limitation:

- a) monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event, and video-on-demand Cable Services);
 - b) fees paid to Grantee for channels designated for commercial/leased access use and shall be allocated on a pro rata basis using total Cable Service subscribers within the City;
 - c) converter, remote control, and other Cable Service equipment rentals, leases, or sales;
 - d) installation, disconnection, reconnection, change-in service, "snow-bird" fees;
 - e) Advertising Revenues as defined herein;
 - f) late fees, convenience fees, and administrative fees, which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total subscriber revenues within the City;
 - g) other services fees such as HD fees, broadcast fees, regional sports fees, home technical support fees, bill payment fees for in-person or phone payments, additional outlets fees, and related charges for the provisioning of Cable Service;
 - h) revenues from program guides and electronic guides;
 - i) Franchise Fees;
 - j) FCC Regulatory Fees;
 - k) Except as provided in subsection (a) below, any fee, tax, including without limitation, the City's utility tax, or other charge assessed against Grantee by municipality, which Grantee chooses to pass through and collect from its Subscribers; and
 - l) commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a pro rata basis using total Cable Service subscribers within the City.
- m) "Gross Revenues" shall not include:
- actual bad debt write-offs, except any portion which is subsequently collected which shall be allocated on a *pro rata* basis using Cable Services revenue as a percentage of total subscriber revenues within the City;
 - Public, Educational and Governmental (PEG) Fees; and
 - unaffiliated third party advertising sales agency fees which are reflected as a deduction from revenues.

Grantee shall allocate fees and revenues generated from bundled packages and services to cable revenues pro rata based on current published rate card for the packaged services delivered on a stand-alone basis as follows:

- i. To the extent revenues are received by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a GAAP methodology that allocates revenue, on a pro rata basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, state or local law (for example, it is expressly understood that equipment may be subject

to inclusion in the bundled price at full rate card value). The City reserves its right to review and to challenge Grantee's calculations.

ii. Grantee reserves the right to change the allocation methodologies set forth in this section in order to meet the standards required by governing accounting principles as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Grantee will explain and document the required changes to the City upon request or as part of any audit or review of franchise fee payments, and any such changes shall be subject to the next subsection below.

iii. Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that reference shall be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Notwithstanding the forgoing, the City reserves its right to challenge Grantee's calculation of Gross Revenues, including the interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.

"Interactive Services" are those services provided to Subscribers whereby the Subscriber either (a) both receives information consisting of either television or other signal and transmits signals generated by the Subscriber or equipment under his/her control for the purpose of selecting what information shall be transmitted to the Subscriber or for any other purpose or (b) transmits signals to any other location for any purpose.

"Minnesota Cable Communications Act" means the provisions of Minnesota law governing the requirements for a cable television franchise as set forth in Minn. Stat. Ch. 238, as may be amended.

"Normal Business Hours" means those hours during which most similar businesses in City are open to serve customers. In all cases, "Normal Business Hours" must include some evening hours, at least one (1) night per week and/or some weekend hours.

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

"Pay Service" means programming (such as certain on-demand movie channels or pay-per-view programs) offered individually to Subscribers on a per-channel, per-program or per-event basis.

"PEG" means public, educational and governmental.

“PEG Access Channels” means any channels or portions of channels made available for use by the City for public, educational or governmental programming.

“Person” means any natural person and all domestic and foreign corporations, closely-held corporations, associations, syndicates, joint stock corporations, partnerships of every kind, clubs, businesses, common law trusts, societies and/or any other legal entity.

“Street” shall mean the surface of and the space above and below any public Street, road, highway, freeway, lane, path, trail, public way, alley, court, sidewalk, boulevard, parkway, drive or any easement or right-of-way now or hereafter held by City which shall, within its proper use and meaning in the sole opinion of City, entitle Grantee to the use thereof for the purpose of installing or transmitting over poles, wires, cables, conductors, ducts, conduits, vaults, man-holes, amplifiers, appliances, attachments and other property as may be ordinarily necessary and pertinent to a Cable System.

“Subscriber” means a Person who lawfully receives Cable Service.

“Wireline MVPD” means a multichannel video programming distributor that utilizes the Streets to install cable or fiber and is engaged in the business of making available for purchase, by Subscribers, multiple Channels of video programming in the City.

SECTION 2 FRANCHISE

2.1 Grant of Franchise. The City hereby authorizes Grantee to occupy or use the City’s Streets subject to: 1) the provisions of this non-exclusive Franchise to provide Cable Service within the City; and 2) all applicable provisions of the City Code. Nothing in this Franchise shall be construed to prohibit Grantee from: (1) providing services other than Cable Services to the extent not prohibited by Applicable Law; or (2) challenging any exercise of the City’s legislative or regulatory authority in an appropriate forum. The City hereby reserves all of its rights to regulate such other services to the extent not prohibited by Applicable Law and no provision herein shall be construed to limit or give up any right to regulate.

2.2 Reservation of Authority. The Grantee specifically agrees to comply with the lawful provisions of the City Code and applicable regulations of the City. Subject to the police power exception below, in the event of a conflict between A) the lawful provisions of the City Code or applicable regulations of the City and B) this Franchise, the express provisions of this Franchise shall govern. Subject to express federal and state preemption, the material terms and conditions contained in this Franchise may not be unilaterally altered by the City through subsequent amendments to the City Code, ordinances or any regulation of City, except in the lawful exercise of City’s police power. Grantee acknowledges that the City may modify its regulatory policies by lawful exercise of the City’s police powers throughout the term of this Franchise. Grantee agrees to comply with such lawful modifications to the City Code; however, Grantee reserves all rights it may have to challenge such modifications to the City Code whether arising in contract or at law. The City reserves all of its rights and defenses to such challenges whether arising in contract or at law. Nothing in this Franchise shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as

a waiver of any codes or ordinances of general applicability promulgated by the City, including the Right of Way ordinance, or (C) be construed as a waiver or release of the rights of the City in and to the Streets.

2.3 Franchise Term. The term of the Franchise shall be ten (10) years from the Effective Date, unless extended by mutual written consent in accordance with Section 17.7 or terminated sooner in accordance with this Franchise.

2.4 Franchise Area. This Franchise is granted for the Franchise Area defined herein. Grantee shall extend its Cable System to provide Service to any residential unit in the City in accordance with Section 6.7 herein.

2.5 Franchise Nonexclusive. The Franchise granted herein shall be nonexclusive. The City specifically reserves the right to grant, at any time, such additional franchises for a Cable System as it deems appropriate provided, however, such additional grants shall not operate to materially modify, revoke, or terminate any rights previously granted to Grantee other than as described in Section 17.18. The grant of any additional franchise shall not of itself be deemed to constitute a modification, revocation, or termination of rights previously granted to Grantee. Any additional cable franchise grants shall comply with Minn. Stat. § 238.08 and any other applicable federal level playing field requirements.

2.6 Periodic Public Review of Franchise. Within sixty (60) Days of the third (3rd) and sixth (6th) annual anniversary of the Effective Date of this Franchise, the City may conduct a public review of the Franchise. The purpose of any such review shall be to ensure, with the benefit of full opportunity for public comment, that the Grantee continues to effectively serve the public in the light of new developments in cable law and regulation, cable technology, cable company performance with the requirements of this Franchise, local regulatory environment, community needs and interests, and other such factors. Both the City and Grantee agree to make a full and good faith effort to participate in the review. So long as Grantee receives reasonable notice, Grantee shall participate in the review process and shall fully cooperate. The review shall not operate to modify or change any provision of this Franchise without mutual written consent in accordance with Section 17.7 of this Franchise.

2.7 Transfer of Ownership.

(a) No sale, transfer, assignment or “fundamental corporate change”, as defined in Minn. Stat. § 238.083, of this Franchise shall take place until the parties to the sale, transfer, or fundamental corporate change files a written request with City for its approval, provided, however, that said approval shall not be required where Grantee grants a security interest in its Franchise and assets to secure an indebtedness.

(b) City may determine that a public hearing is necessary due to potential adverse effect on Grantee’s Subscribers resulting from the sale or transfer.

(c) If a public hearing is deemed necessary pursuant to (b) above, such hearing shall be commenced within thirty (30) Days of such determination and notice of any such hearing shall be given in accordance with local law. The notice shall contain the date, time

and place of the hearing and shall briefly state the substance of the action to be considered by City.

(d) City shall approve or deny in writing the sale or transfer request. City shall set forth in writing with particularity its reason(s) for denying approval. City shall not unreasonably withhold its approval.

(e) The parties to a sale or transfer of the Franchise only, without the inclusion of the System in which substantial construction has commenced, shall establish that the sale or transfer of only the Franchise will be in the public interest.

(f) Any sale or transfer of stock in Grantee so as to create a new controlling interest in the System shall be subject to the requirements of this Section 2.7. The term “controlling interest” as used herein is not limited to majority stock ownership, but includes actual working control in whatever manner exercised.

(g) In no event shall a transfer or assignment of ownership or control be approved without the transferee becoming a signatory to this Franchise and assuming all rights and obligations thereunder, and assuming all other rights and obligations of the transferor to the City.

(h) In accordance with Minn. Stat. § 238.084, Subd. 1(y), the City shall have the right to purchase the System in the event the Franchise or System is proposed to be transferred or sold on the same terms and conditions as the offer pursuant to which transfer notice was provided pursuant to this section. The City shall have thirty (30) days from receipt of an application for consent under this Section 2.7 in which to give notice of its intention to exercise such right.

2.8 Expiration. Upon expiration of the Franchise, the City shall have the right at its own election and subject to Grantee’s rights under Section 626 of the Cable Act to:

(a) extend the Franchise, though nothing in this provision shall be construed to require such extension;

(b) renew the Franchise, in accordance with Applicable Laws;

(c) invite additional franchise applications or proposals;

(d) terminate the Franchise subject to any rights Grantee has under Section 626 of the Cable Act; or

(e) take such other action as the City deems appropriate.

2.9 Right to Require Removal of Property. At the expiration of the term for which the Franchise is granted provided no renewal is granted, or upon its forfeiture or revocation as provided for herein, the City shall have the right to require Grantee to remove at Grantee’s own expense all or any part of the Cable System from all Streets and public ways within the Franchise Area within a reasonable time. If Grantee fails to do so, the City may perform the work and collect the cost

thereof from Grantee. However, Grantee shall have no obligation to remove the Cable System where it utilizes the system to provide other non-cable services and has any other authority under applicable law to maintain facilities in the public rights-of-way, or where Grantee is able to find a purchaser of the Cable System who holds such authorization.

2.10 Continuity of Service Mandatory. It shall be the right of all Subscribers to receive all available services insofar as their financial and other obligations to Grantee are honored. In the event that Grantee elects to overbuild, rebuild, modify, or sell the system, or the City revokes or fails to renew the Franchise, Grantee shall make its best effort to ensure that all Subscribers receive continuous uninterrupted service, regardless of the circumstances, while the Franchise remains effective. In the event of expiration, purchase, lease-purchase, condemnation, acquisition, taking over or holding of plant and equipment, sale, lease, or other transfer to any other Person, including any other grantee of a cable communications franchise, the current Grantee shall cooperate fully to operate the system in accordance with the terms and conditions of this Franchise for a temporary period sufficient in length to maintain continuity of service to all Subscribers.

SECTION 3 OPERATION IN STREETS AND RIGHTS-OF-WAY

3.1 Use of Streets.

(a) Grantee may, subject to the terms of this Franchise and the City Code, erect, install, construct, repair, replace, reconstruct and retain in, on, over, under, upon, across and along the Streets within the City such lines, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Cable System within the City. Without limiting the foregoing, Grantee expressly agrees that it will construct, operate and maintain its Cable System in compliance with, and subject to, the requirements of the City Code, including by way of example and not limitation, those requirements governing the placement of Grantee's Cable System; and with other applicable City Codes, and will obtain and maintain all permits and bonds required by the City Code in addition to those required in this Franchise.

(b) All wires, conduits, cable and other property and facilities of Grantee shall be so located, constructed, installed and maintained as not to endanger or unnecessarily interfere with the usual and customary trade, traffic and travel upon, or other use of the Streets of City. Grantee shall keep and maintain all of its property in good condition, order and repair so that the same shall not menace or endanger the life or property of any Person. Grantee shall keep accurate maps and records of all of its wires, conduits, cables and other property and facilities located, constructed and maintained in the City.

(c) All wires, conduits, cables and other property and facilities of Grantee, shall be constructed and installed in an orderly and professional manner. All wires, conduits and cables shall be installed, where possible, parallel with electric and telephone lines. Multiple cable configurations shall be arranged in parallel and bundled with due respect for engineering considerations.

3.2 Construction or Alteration. Grantee shall in all cases comply with applicable sections of the City Code, City resolutions and City regulations regarding the acquisition of permits and/or such other items as may be reasonably required in order to construct, alter or maintain the Cable System. Grantee shall, upon request, provide information to the City regarding its progress in completing or altering the Cable System.

3.3 Non-Interference. Grantee shall exert its best efforts to construct and maintain a Cable System so as not to interfere with other use of Streets. Grantee shall, where possible in the case of above ground lines, make use of existing poles and other facilities available to Grantee. When residents receiving underground service or who will be receiving underground service will be affected by proposed construction or alteration, Grantee shall provide such notice as set forth in the permit or in City Code of the same to such affected residents.

3.4 Consistency with Designated Use. Notwithstanding the above grant to use Streets, no Street shall be used by Grantee if the City, in its sole opinion, determines that such use is inconsistent with the terms, conditions or provisions by which such Street was created or dedicated, or presently used under Applicable Laws.

3.5 Undergrounding. Grantee shall place underground all of its transmission lines which are located or are to be located above or within the Streets of the City in the following cases:

- (a) all other existing utilities are required to be placed underground by statute, resolution, policy or other Applicable Law;
- (b) Grantee is unable to get pole clearance;
- (c) underground easements are obtained from developers of new residential areas; or
- (d) utilities are overhead but residents prefer underground (undergrounding provided at cost paid by benefitted residents).

If an ordinance is passed which involves placing underground certain utilities including Grantee's cable plant which is then located overhead, Grantee shall participate in such underground project and shall remove poles, cables and overhead wires if requested to do so and place facilities underground. Nothing herein shall mandate that City provide reimbursement to Grantee for the costs of such relocation and removal. However, if the City makes available funds for the cost of placing facilities underground, nothing herein shall preclude the Grantee from participating in such funding to the extent consistent with the City Code or Applicable Laws.

Grantee shall use conduit or its functional equivalent to the greatest extent possible for undergrounding, except for Drops from pedestals to Subscribers' homes and for cable on other private property where the owner requests that conduit not be used. Cable and conduit shall be utilized which meets the highest industry standards for electronic performance and resistance to interference or damage from environmental factors. Grantee shall use, in conjunction with other utility companies or providers, common trenches for underground construction wherever available.

3.6 Maintenance and Restoration.

(a) Restoration. In case of disturbance of any Street, public way, paved area or public improvement, Grantee shall, at its own cost and expense and in accordance with the requirements of the City Code restore such Street, public way, paved area or public improvement to substantially the same condition as existed before the work involving such disturbance took place. All requirements of this section pertaining to public property shall also apply to the restoration of private easements and other private property. Grantee shall perform all restoration work within a reasonable time and with due regard to seasonal working conditions, but not to exceed ninety (90) days. If Grantee fails, neglects or refuses to make restorations as required under this section, then the City may do such work or cause it to be done, and the cost thereof to the City shall be paid by Grantee. If Grantee causes any damage to private property in the process of restoring facilities, Grantee shall repair such damage.

(b) Maintenance. Grantee shall maintain all above ground improvements that it places on City right-of-way pursuant to the City Code and any permit issued by the City. In order to avoid interference with the City's ability to maintain the right-of-way, Grantee shall provide such clearance as is required by the City Code and any permit issued by the City. If Grantee fails to comply with this provision, and by its failure, property is damaged, Grantee shall be responsible for all damages caused thereby.

(c) Disputes. In any dispute over the adequacy of restoration or maintenance relative to this section, final determination shall be the prerogative of the City, Department of Public Works and consistent with the City Code and any permit issued by the City.

3.7 Work on Private Property. Grantee, with the consent of property owners, shall have the authority, pursuant to the City Code, to trim trees upon and overhanging Streets, alleys, sidewalks, and public ways so as to prevent the branches of such trees from coming in contact with the wires and cables of Grantee, except that at the option of the City, such trimming may be done by it or under its supervision and direction at the reasonable expense of Grantee.

3.8 Relocation.

(a) Public Property. Grantee shall relocate its System and facilities in accordance with the City Code. In addition, if, during the term of the Franchise, the City or any government entity elects or requires a third party to alter, repair, realign, abandon, improve, vacate, reroute or change the grade of any Street, public right-of-way or other public property; or to construct, maintain or repair any public improvement; or to replace, repair install, maintain, or otherwise alter any cable, wire conduit, pipe, line, pole, wire-holding structure, structure, or other facility, including a facility used for the provision of utility or other services or transportation of drainage, sewage or other liquids, for any public purpose, Grantee shall, upon request, except as otherwise hereinafter provided, at its sole expense remove or relocate as necessary its poles, wires, cables, underground conduits, vaults, pedestals, manholes and any other facilities which it has installed. Nothing herein shall mandate that City provide reimbursement to Grantee for the costs of such relocation and removal. However, if the City makes available funds for the cost of placing facilities

underground, nothing herein shall preclude the Grantee from participating in such funding to the extent consistent with the City Code or Applicable Laws.

(b) Utilities and Other Franchisees. If, during the term of the Franchise, another entity which holds a franchise or any utility requests Grantee to remove or relocate such facilities to accommodate the construction, maintenance or repair of the requesting party's facilities, or their more efficient use, or to "make ready" the requesting party's facilities for use by others, or because Grantee is using a facility which the requesting party has a right or duty to remove, Grantee shall do so. The companies involved may decide among themselves who is to bear the cost of removal or relocation, pursuant to City Code, and provided that the City shall not be liable for such costs.

(c) Notice to Remove or Relocate. Any Person requesting Grantee to remove or relocate its facilities shall give Grantee no less than forty-five (45) Days' advance written notice to Grantee advising Grantee of the date or dates removal or relocation is to be undertaken; provided, that no advance written notice shall be required in emergencies or in cases where public health and safety or property is endangered.

(d) Failure by Grantee to Remove or Relocate. If Grantee fails, neglects or refuses to remove or relocate its facilities as directed by the City; or in emergencies or where public health and safety or property is endangered, the City may do such work or cause it to be done, and the cost thereof to the City shall be paid by Grantee. If Grantee fails, neglects or refuses to remove or relocate its facilities as directed by another franchisee or utility, that franchisee or utility may do such work or cause it to be done, and if Grantee would have been liable for the cost of performing such work, the cost thereof to the party performing the work or having the work performed shall be paid by Grantee.

(e) Procedure for Removal of Cable. Grantee shall not remove any underground cable or conduit which requires trenching or other opening of the Streets along the extension of cable to be removed, except as hereinafter provided. Grantee may remove any underground cable from the Streets which has been installed in such a manner that it can be removed without trenching or other opening of the Streets along the extension of cable to be removed. Subject to Applicable Law, Grantee shall remove, at its sole cost and expense, any underground cable or conduit by trenching or opening of the Streets along the extension thereof or otherwise which is ordered to be removed by the City based upon a determination, in the sole discretion of the City, that removal is required in order to eliminate or prevent a hazardous condition. Underground cable and conduit in the Streets which is not removed shall be deemed abandoned and title thereto shall be vested in the City.

(f) Movement of Buildings. Grantee shall, upon request by any Person holding a building moving permit, franchise or other approval issued by the City, temporarily remove, raise or lower its wire to permit the movement of buildings. The expense of such removal, raising or lowering shall be paid by the Person requesting same, and Grantee shall be authorized to require such payment in advance. The City shall require all building movers to provide not less than fifteen (15) Days' notice to the cable company to arrange for such temporary wire changes.

SECTION 4 REMOVAL OR ABANDONMENT OF SYSTEM

4.1 Removal of Cable System. In the event that: (1) the use of the Cable System is discontinued for any reason for a continuous period of twelve (12) months; or (2) the Cable System has been installed in a Street without complying with the requirements of this Franchise, Grantee, at its expense shall, at the demand of the City remove promptly from the Streets all of the Cable System other than any which the City may permit to be abandoned in place. In the event of any such removal Grantee shall promptly restore the Street to a condition as nearly as possible to its prior condition the Street or other public places in the City from which the System has been removed. However, Grantee shall have no obligation to remove the Cable System where it utilizes the system to provide other non-cable services and has any other authority under applicable law to maintain facilities in the public rights-of-way, or where Grantee is able to find a purchaser of the Cable System who holds such authorization.

4.2 Abandonment of Cable System. In the event of Grantee's abandonment of the Cable System, City shall have the right to require Grantee to conform to the state right-of-way rules, Minn. Rules, Chapter 7819. The Cable System to be abandoned in place shall be abandoned in the manner prescribed by the City. Grantee may not abandon any portion of the System without having first given three (3) months written notice to the City. Grantee may not abandon any portion of the System without compensating the City for damages resulting from the abandonment.

4.3 Removal after Abandonment or Termination. If Grantee has failed to commence removal of System, or such part thereof as was designated by City, within thirty (30) days after written notice of City's demand for removal consistent with Minn. Rules, Ch. 7819, is given, or if Grantee has failed to complete such removal within twelve (12) months after written notice of City's demand for removal is given, City shall have the right to apply funds secured by the letter of credit and performance bond toward removal and/or declare all right, title, and interest to the Cable System to be in City with all rights of ownership including, but not limited to, the right to operate the Cable System or transfer the Cable System to another for operation by it.

4.4 City Options for Failure to Remove Cable System. If Grantee has failed to complete such removal within the time given after written notice of the City's demand for removal is given, the City shall have the right to exercise one of the following options:

(a) Declare all right, title and interest to the System to be in the City or its designee with all rights of ownership including, but not limited to, the right to operate the System or transfer the System to another for operation by it; or

(b) Declare the System abandoned and cause the System, or such part thereof as the City shall designate, to be removed at no cost to the City. The cost of said removal shall be recoverable from the security fund, indemnity and penalty section provided for in this Franchise or from Grantee directly.

(c) Upon termination of service to any Subscriber, Grantee shall promptly remove all its facilities and equipment from within the dwelling of a Subscriber who owns such dwelling upon his or her written request, except as provided by Applicable Law. Such

Subscribers shall be responsible for any costs incurred by Grantee in removing the facilities and equipment.

4.5 System Construction and Equipment Standards. The Cable System shall be installed and maintained in accordance with standard good engineering practices and shall conform, when applicable, with the National Electrical Safety Code, the National Electrical Code and the FCC's Rules and Regulations.

4.6 System Maps and Layout. Grantee shall maintain complete and accurate system maps, which shall include trunks, distribution lines, and nodes. Such maps shall include up-to-date route maps showing the location of the Cable System adjacent to the Streets. Grantee shall make all maps available for review by the appropriate City personnel.

SECTION 5 SYSTEM DESIGN AND CAPACITY

5.1 Availability of Signals and Equipment.

(a) The Cable System utilizes a Fiber to the Fiber node architecture, with Fiber Optic cable deployed from Grantee's Headend to Grantee's Fiber nodes, tying into Grantee's coaxial Cable System serving Subscribers. The System is currently passing a minimum of 750 MHz (with a minimum passband of between 50 and 750 MHz) and shall be maintained to provide to Subscribers at least 200 or more activated minimum downstream video Channels, or such comparable video viewing capability as is provided in light of developing technologies and video distribution practices in the future.

(b) The entire System shall be technically capable of transmitting industry-standard digital television signals in a manner and quality consistent with applicable FCC regulations.

(c) Grantee agrees to maintain the Cable System in a manner consistent with, or in excess of the specifications in Section 5.1 (a) and (b) throughout the term of the Franchise with sufficient capability and technical quality to enable the implementation and performance of all the requirements of this Franchise, including the Exhibits hereto, and in a manner which meets or exceeds FCC technical quality standards at 47 C.F.R. § 76 Subpart K, regardless of the particular format in which a Signal is transmitted.

5.2 Equal and Uniform Service. Grantee shall provide access to equal and uniform Cable Service throughout the City to the extent required by applicable law.

5.3 System Specifications.

(a) **System Maintenance.** In all its construction and service provision activities, Grantee shall meet or exceed the construction, technical performance, extension and service requirements set forth in this Franchise.

(b) **Emergency Alert Capability.** At all times during the term of this Franchise, Grantee shall provide and maintain an Emergency Alert System (EAS) consistent with applicable Federal law and regulations including 47 C.F.R., Part 11, and any Minnesota State Emergency Alert System requirements. The City may identify authorized emergency officials for activating the EAS insofar as the City's process is consistent with the Minnesota State Emergency Statewide Plan ("EAS Plan"). The City may also develop a local plan containing methods of EAS message distribution, insofar as the local plan is consistent with Applicable Laws and the EAS Plan.

(c) **Standby Power.** Grantee shall provide standby power generating capacity at the Cable System control center and at all hubs. Grantee shall maintain standby power system supplies, rated at least at two (2) hours' duration, throughout the trunk and distribution networks. In addition, Grantee shall have in place throughout the Franchise term a plan, and all resources necessary for implementation of the plan, for dealing with outages of more than two (2) hours.

(d) **Technical Standards.** The technical standards used in the operation of the Cable System shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Systems pursuant to Title 47, Section 76, Subpart K of the Code of Federal Regulations, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference. The Cable System shall be installed and maintained in accordance with standard good engineering practices and shall conform with the National Electrical Safety Code and all other Applicable Laws governing the construction of the Cable System.

5.4 Performance Testing. Grantee shall perform all system tests at the intervals required by the FCC, and all other tests reasonably necessary to determine compliance with technical standards required by this Franchise.

5.5 Special Testing.

(a) Throughout the term of this Franchise, City shall have the right to inspect all construction or installation work performed pursuant to the provisions of the Franchise. In addition, City may require special testing of a location or locations within the System if there is a particular matter of controversy or unresolved complaints regarding such construction or installation work or pertaining to such location(s). Demand for such special tests may be made on the basis of complaints received or other evidence indicating an unresolved controversy or noncompliance. Such tests shall be limited to the particular matter in controversy or unresolved complaints. City shall endeavor to so arrange its request for such special testing so as to minimize hardship or inconvenience to Grantee or to the Subscribers caused by such testing.

(b) Before ordering such tests, Grantee shall be afforded thirty (30) Days following receipt of written notice to investigate and, if necessary, correct problems or complaints upon which tests were ordered. City shall meet with Grantee prior to requiring special tests to discuss the need for such and, if possible, visually inspect those locations which are the focus of concern. If, after such meetings and inspections, City wishes to

commence special tests and the thirty (30) Days have elapsed without correction of the matter in controversy or unresolved complaints, the tests shall be conducted at Grantee's expense by Grantee's qualified engineer. The City shall have a right to participate in such testing by having an engineer of City's choosing, and at City's expense, observe and monitor said testing.

SECTION 6 PROGRAMMING AND SERVICES

6.1 Categories of Programming Service. Grantee shall provide video programming services in at least the following broad categories:

- Local Broadcast (subject to federal carriage requirements)
- Public Broadcast
- News and Information
- Sports
- General Entertainment
- Arts/Performance/Humanities
- Science/Technology
- Children/Family/Seniors
- Foreign Language/Ethnic Programming
- PEG Access Programming (to the extent required by the Franchise)
- Movies

6.2 Changes in Programming Services. Grantee shall provide at least thirty (30) Days' prior written notice to Subscribers and to the City of Grantee's request to effectively delete any broad category of programming or any Channel within its control, including all proposed Channel change assignments including any new equipment requirements that may occur as a result of these changes.

6.3 Parental Control Device or Capability. Upon request by any Subscriber, Grantee shall make available a parental control or lockout device or functionality that will enable the Subscriber to block all access to any and all Channels without affecting those not blocked. Grantee shall inform Subscribers of the availability of the lockout device or functionality at the time of original subscription and annually thereafter.

6.4 FCC Reports. The results of any tests required to be filed by Grantee with the FCC shall also be available to the City upon request.

6.5 Complimentary Services. The parties acknowledge that Grantee currently provides, free of charge, one (1) Drop, up to three (3) Converters if necessary, and Digital Starter Service or equivalent services which includes the PEG Channels ("Complimentary Services"), to all of the sites listed on Exhibit A attached hereto. The City and Grantee do not waive any rights under Applicable Law regarding Complimentary Services. Any changes to Grantee's provision of Complimentary Services shall be made in a manner consistent with Section 16.1(f) below.

6.6 Annexation. Unless otherwise provided by Applicable Law, including the City Code, upon the annexation of any additional land area by City, the annexed area shall thereafter

be subject to all the terms of this Franchise upon sixty (60) Days written notification to Grantee of the annexation by City. Unless otherwise required by Applicable Laws, nothing herein shall require the Grantee to expand its Cable System to serve, or to offer Cable Service to any area annexed by the City if such area is then served by another Wireline MVPD franchised to provide multichannel video programming.

6.7 Line Extension.

(a) Grantee shall construct and operate its Cable System so as to provide Cable Service within the Franchise Area where there exists a density equivalent of seven (7) dwelling units per one-quarter (1/4) mile of feeder cable as measured from the nearest active plant of the Cable System if the extension is to be constructed using aerial plant, and nine (9) dwelling units per one-quarter (1/4) mile of feeder cable as measured from the nearest active plant if the extension is to be constructed using underground plant. The City, for its part, shall endeavor to exercise reasonable efforts to require developers and utility companies to provide the Grantee with at least fifteen (15) Days advance notice of an available open trench for the placement of necessary cable.

(b) Any residential unit located within one hundred twenty-five (125) feet from the nearest point of access on the Street from which the Cable System is designed to serve the site shall be connected to the Cable System at no charge other than the standard installation charge. Grantee shall, upon request by any potential Subscriber residing in City beyond the one hundred twenty-five (125) foot limit, extend service to such Subscriber provided that the Subscriber shall pay the net additional Drop costs, unless the Grantee agrees to waive said costs. To the extent consistent with Applicable Laws, Grantee agrees that it shall impose installation costs for non-standard installations in a uniform and nondiscriminatory manner throughout the City.

6.8 Nonvoice Return Capability. Grantee is required to use cable and associated electronics having the technical capacity for nonvoice return communications.

SECTION 7 PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

7.1 Number of PEG Access Channels. Upon the Effective Date of this Franchise, Grantee will make available a minimum of 3 PEG Access Channels in Standard Definition (SD). Grantee shall provide the Access Channels on the Basic Tier or such other most-basic tier of service as may be offered by Grantee in accordance with Applicable Law, and as further set forth in this Section 7.

(a) PEG Access Channels and programming may be delivered by City to Grantee in SD or High Definition (HD) format. Grantee shall provide all necessary transmission equipment from the demarcation point and throughout Grantee's distribution system, in order to deliver the PEG Access Channels to Subscribers. Access Channel Signals delivered in HD format to Grantee shall not require Grantee to deliver such HD signals to Subscribers except as set forth in this Section 7.

(b) For purposes of this Franchise, an HD signal refers to a television signal delivering picture resolution of either 720p or greater, or such other resolution in this same

range that company utilizes for other similar non-sport, non-movie programming channels on the Cable System, whichever is greater.

7.2 HD PEG Channels.

(a) Upon one hundred and twenty (120) days' written notice from the City, Grantee shall provide SD/HD simulcast capability to one (1) of the PEG Access Channels, which Channel shall be selected by the City. No sooner than twelve (12) months after the Effective Date, in the event the City produces sufficient locally-produced or local interest HD programming to program at least eight (8) hours of programming per week on a second Channel, the Grantee shall, upon one hundred and twenty (120) days' written notice by the City, provide SD/HD simulcast capability to a second SD PEG Access Channel selected by the City. Following implementation of all HD PEG Channels as set forth in this section 7.2(a), the City will have two (2) simulcast SD/HD PEG Channels and one (1) remaining SD PEG Channel.

(b) At such time as 80% of the Grantee's Basic Service tier Channels are provided exclusively in HD format, Grantee shall, upon 120 days' notice by the City, convert the remaining SD PEG Channel to HD. For purposes of calculating the 80% threshold, "on demand" programming and similar programming shall not be considered a Channel even if available to Basic Service tier Subscribers.

(c) The City acknowledges that receipt of an HD format PEG Access Channel may require Subscribers to buy or lease special equipment, or pay additional HD charges applicable to all HD services.

(d) Any costs of end-user equipment associated with the delivery of SD PEG Access channels in HD format beyond the Demarcation Point shall be borne by the City, which may be paid for out of PEG funds.

(e) The City is responsible for acquiring all equipment necessary to produce programming in HD, which may be paid for out of PEG funds.

(f) Grantee shall have the right to use any technology to deploy or deliver HD signals (including selection of compression, utilization of IP and other processing characteristics) so long as it produces signal quality for the consumer that is reasonably comparable (from the viewer's standpoint) and functionally equivalent to similar commercial HD signals carried on the cable system.

7.3 Control of PEG Access Channels. The control and administration of the PEG Access Channels shall rest with the City. The City may delegate, from time to time over the term of this Franchise, such control and administration to various entities as determined in City's sole discretion.

7.4 Transmission of Access Channels. PEG Access Channels may be used for transmission of non-video signals in compliance with Applicable Laws. This may include downstream transmission of data using a protocol such as TCP/IP or current industry standards.

Should Grantee develop the capability to provide bi-directional data transmission, spectrum capacity shall be sufficient to allow Subscribers to transmit data to PEG facilities.

7.5 PEG Access Channel Locations.

(a) PEG Access Channels shall be carried on the Basic Cable Service tier as set forth in Section 7.1 herein. Nothing herein precludes the Grantee from charging for equipment needed for Basic Cable Service. Grantee shall continue cablecasting programming on the PEG Access Channels on the Cable System on the same Channel designations as such programming is cablecast within the City as of the Effective Date. In no event shall any PEG Access Channel reallocations be made prior to ninety (90) Days written notice to the City by Grantee, except for circumstances beyond Grantee's reasonable control. The PEG Access Channels will be located within reasonable proximity to other commercial video or broadcast Channels, excluding pay-per-view programming offered by Grantee in the City.

(b) Grantee agrees not to encrypt the PEG Access Channels differently than other commercial Channels available on the Cable System.

(c) Grantee shall make reasonable efforts to minimize channel movements for PEG Access Channels, and shall make reasonable efforts to locate both SD and HD PEG Access Channels in its lineup in a manner that is easily accessible to subscribers. In the event an SD PEG Access Channel is moved, Grantee will pay all reasonable costs or expenses of the City arising out of the Channel move, including but not limited to, reasonable marketing and constituency notification costs, up to a maximum of \$5,000.

7.6 Navigation to PEG Access Channels/Electronic Programming Guide. Grantee agrees that if it utilizes a visual interface on its Cable System for all Channels, the PEG Access Channels shall be treated in a non-discriminatory fashion consistent with Applicable Laws so that Subscribers will have ready access to PEG Access Channels. Within sixty (60) Days of the Effective Date, Grantee will make available to City the ability to place PEG channel programming information on the interactive channel guide via the electronic programming guide ("EPG") vendor ("EPG provider") that Grantee utilizes to provide the guide service. Grantee will be responsible for providing the designations and instructions necessary for the PEG Access Channels to appear on the EPG. All costs and operational requirements of the EPG provider shall be the responsibility of the City. City acknowledges that Grantee is not responsible for operations of the EPG provider.

7.7 Ownership of PEG Access Channels. Grantee does not relinquish its ownership of or ultimate right of control over a Channel by designating it for PEG use. A PEG access user – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a Channel position so designated. Grantee shall not exercise editorial control over any public, educational, or governmental use of a Channel position, except Grantee may refuse to transmit any public access program or portion of a public access program that contains obscenity, indecency, or nudity in violation of Applicable Law.

7.8 Noncommercial Use of PEG. Only noncommercial uses of the PEG Access Channels shall be permitted. Permitted noncommercial uses of the PEG Access Channels shall include, by way of example and not limitation, the following: (1) the identification of financial supporters of PEG programming similar to what is provided on public broadcasting stations; (2) the solicitation of financial support for the provision of PEG programming by the City or third party users for charitable, educational or governmental purposes; (3) programming offered by accredited, non-profit, educational institutions which may, for example, offer telecourses over a PEG Access Channel; or (4) the delivery of governmental programming, information, or data via a PEG Access Channel.

7.9 Dedicated Fiber Return Lines. In addition to the requirements of section 7.4 above, the Grantee will maintain all existing fiber paths in place as of the Effective Date to facilitate PEG origination/return capacity in the City to allow the origination of PEG programming (video or character generated). Such fiber returns paths are listed in Exhibit B attached hereto. Grantee shall not be responsible for fiber "replacement" but will handle any damage and all maintenance on the existing fiber. Grantee anticipates, but cannot guarantee, that this will result in minimal fiber expenditures by the City over the Franchise term.

7.10 Interconnection. Grantee shall continue to make the fiber loop known as the PRIMSA Ring available to City until the network equipment servicing the PRIMSA Ring as of the Effective Date is at the end of life. The City can use the PRIMSA Ring to send and receive live and recorded programming for playback. Grantee shall provide City access to the PRIMSA Ring at an agreed upon Demarcation Point. Grantee will provide use of and maintain the PRIMSA Ring free of charge but Grantee will not be obligated to replace network equipment on the PRIMSA Ring or for any equipment on the City's side of the Demarcation Point.

7.11 Ancillary Equipment. Any ancillary equipment operated by Grantee for the benefit of PEG Access Channels on Grantee's fiber paths or Cable System, whether referred to switchers, routers or other equipment, will be maintained by Grantee, at no cost to the City or schools for the life of the Franchise. Grantee is responsible for any ancillary equipment on its side of the demarcation point and the City or school is responsible for all other production/playback equipment.

7.12 Universal PEG Tier. The Grantee shall continue providing the Universal PEG Tier free of charge to all Persons receiving such service as of the Effective Date as long as it remains technically and economically possible to provide such service. The Universal PEG Tier shall be continued for the term of the Franchise or until all current recipients discontinue such service, or until such time as Grantee's Basic Service Tier Channels are provided in HD only. The "Universal PEG Tier" shall mean all SD PEG channels identified in this Franchise or subsequently added pursuant to the Franchise.

7.13 Future Fiber Return Lines for PEG. At such time that the City determines:

(a) that the City desires the capacity to allow Subscribers in the City to receive PEG programming (video or character generated) which may originate from schools, City facilities, other government facilities or other designated facilities (other than those indicated in paragraph 9); or

(b) that the City desires to establish or change a location from which PEG programming is originated; or

(c) that the City desires to upgrade the Connection to Grantee from an existing signal point of origination,

the City will give Grantee written notice detailing the point of origination and the capability sought by the City. After an agreement to reimburse Grantee for Grantee's out of pocket time and material costs, Grantee will implement any necessary Cable System changes within a reasonable period of time. Nothing herein prevents the City, or a private contractor retained by the City, from constructing said return fiber.

7.14 Access Channel Carriage.

(a) Grantee shall provide all necessary transmission equipment from the demarcation point and throughout Grantee's distribution system in order to deliver the PEG Access Channels. Any and all costs associated with any modification of the Access Channels or signals after the Access Channels/signals leave the City's designated playback facilities, or any designated playback center authorized by the City shall be borne entirely by Grantee. Grantee shall not cause any programming to override PEG programming on any Access Channel, except by oral or written permission from the City, with the exception of emergency alert signals.

(b) The City may request and Grantee shall provide an additional Access Channel when the cumulative time on all the existing Access Channels combined meets the following standard: whenever one (1) of the Access Channels in use during eighty percent (80%) of the weekdays, Monday through Friday, for eighty percent (80%) of the time during a consecutive three (3) hour period for six (6) weeks running, and there is a demand for use of an additional Channel for the same purpose, the Grantee has six (6) months in which to provide a new, Access Channel for the same purpose; provided that, the provision of the additional Channel or Channels does not require the Cable System to install Converters.

(c) The VHF spectrum shall be used for one (1) of the public, educational, or governmental specially designated Access Channels.

(d) The City or its designee shall be responsible for developing, implementing, interpreting and enforcing rules for PEG Access Channel use.

(e) The Grantee shall monitor the Access Channels for technical quality to ensure that they meet FCC technical standards including those applicable to the carriage of Access Channels, provided however, that the Grantee is not responsible for the production quality of PEG programming productions. The City, or its designee, shall be responsible for the production and quality of all PEG access programming. Grantee shall carry all components of the standard definition of Access Channel including, but not limited to, closed captioning, stereo audio and other elements associated with the programming.

7.15 Access Channel Support.

(a) Effective with the first Subscriber bill after the Effective Date of this Franchise, Grantee shall pay to City a fee equal to 2.25% of Gross Revenues in support of PEG ("PEG Fee") for the duration of this Franchise. Payments pursuant to this subsection shall be paid quarterly to the City (or its designated access entity) on the same schedule as the Franchise Fee payments.

(b) The PEG Fee may be used by City to fund PEG expenditures in accordance with Applicable Law.

(c) The PEG Fee is not part of the Franchise Fee and instead falls within one or more of the exceptions in 47 U.S.C. § 542. The PEG Fee may be categorized, itemized, and passed through to Subscribers as permissible, in accordance with 47 U.S.C. § 542 or other Applicable Laws. Grantee shall pay the PEG Fee to the City quarterly at the same time as the payment of Franchise Fees under Section 16.1 of the Franchise. Grantee agrees that it will not offset or reduce its payment of past, present or future Franchise Fees required as a result of its obligation to remit the PEG Fee.

(d) Any PEG Fees owing pursuant to this Franchise which remain unpaid more than thirty (30) Days after the date the payment is due shall be delinquent and shall thereafter accrue interest at twelve percent (12%) per annum or the prime lending rate published by the Wall Street Journal on the Day the payment was due plus two percent (2%), whichever is greater.

7.16 PEG Technical Quality.

(a) Grantee shall not be required to carry a PEG Access Channel in a higher quality format than that of the Channel Signal delivered to Grantee, but Grantee shall not implement a change in the method of delivery of Access Channels that results in a material degradation of signal quality or impairment of viewer reception of Access Channels, provided that this requirement shall not prohibit Grantee from implementing new technologies also utilized for commercial Channels carried on its Cable System. Grantee shall meet FCC signal quality standards when offering Access Channels on its Cable System and shall continue to comply with closed captioning pass-through requirements. There shall be no significant deterioration in an Access Channels signal from the point of origination upstream to the point of reception downstream on the Cable System.

(b) Grantee shall provide a local (Twin Cities) response phone number, cell number, and e-mail address for local (Twin Cities) technical support staff who are trained to effectively respond to and resolve PEG related issues. For urgent issues (such as signal problems during live programs) the Grantee will respond as soon as possible. For non-urgent tech support requests the Grantee will respond within three (3) hours or forty-eight (48) hours, depending upon the response time needed. City technical staff will determine what requests are urgent or non-urgent. The City agrees to use best efforts to verify that the issue is not on the City's side of the demarcation point before a call is made to Grantee.

7.17 Access Channel Promotion.

At such time as an Access Channel is moved or, relocated or launched in HD, Grantee shall provide a bill message announcing the change upon the written or e-mailed request of the City.

7.18 Change in Technology. In the event Grantee makes any change in the Cable System and related equipment and facilities or in its signal delivery technology, which requires the City to obtain new equipment in order to be compatible with such change for purposes of transport and delivery of the Access Channels, Grantee shall, at its own expense and free of charge to City or its designated entities, purchase such equipment as may be necessary to facilitate the cablecasting of the Access Channels in accordance with the requirements of the Franchise.

7.19 Relocation of Grantee's Headend. In the event Grantee relocates its headend, Grantee will be responsible for replacing or restoring the existing dedicated fiber connections at Grantee's cost so that all the functions and capacity remain available, operate reliably and satisfy all applicable technical standards and related obligations of the Franchise free of charge to the City or its designated entities.

7.20 Regional Channel Six. Grantee shall make available Regional Channel Six as long as it is required to do so by Applicable Law.

7.21 Compliance with Minnesota Statutes Chapter 238. In addition to the requirements contained in this Section 7 of this Franchise, Grantee and City shall comply with the PEG requirements mandated by Minn. Stat. § 238.084.

SECTION 8 REGULATORY PROVISIONS

8.1 Regulation of Rates and Charges.

(a) **Right to Regulate.** The City reserves the right to regulate rates or charges for any Cable Service within the limits of Applicable Law, to enforce rate regulations prescribed by the FCC, and to establish procedures for said regulation or enforcement.

(b) **Notice of Change in Rates and Charges.** Throughout the term of this Franchise, Grantee shall give the City and all Subscribers within the City at least thirty (30) Days' notice of any intended modifications or additions to Subscriber rates or charges. Nothing in this subsection shall be construed to prohibit the reduction or waiving of rates or charges in conjunction with promotional campaigns for the purpose of attracting Subscribers or users.

(c) **Rate Discrimination Prohibited.** Within any category of Subscribers, Grantee shall not discriminate among Subscribers with regard to rates and charges made for any service based on considerations of race, color, creed, sex, marital or economic status, national origin, sexual preference, except as otherwise provided herein; and for purposes of setting rates and charges, no categorization of Subscribers shall be made by Grantee on the basis of those considerations. Nevertheless, Grantee shall be permitted to establish (1) discounted rates and charges for providing Cable Service to low-income, handicapped, or low-income elderly Subscribers, (2) promotional rates, and (3) bulk rate and package discount pricing.

SECTION 9 BOND

9.1 Performance Bond. Upon the Effective Date of this Franchise and at all times thereafter Grantee shall maintain with City a bond in the sum of \$50,000.00 in such form and with such sureties as shall be acceptable to City, conditioned upon the faithful performance by Grantee of this Franchise and the acceptance hereof given by City and upon the further condition that in the event Grantee shall fail to comply with any law, ordinance or regulation, there shall be recoverable jointly and severally from the principal and surety of the bond, any damages or losses suffered by City as a result, including the full amount of any compensation, indemnification or cost of removal of any property of Grantee, including a reasonable allowance for attorneys' fees and costs (with interest at two percent (2%) in excess of the then prime rate), up to the full amount of the bond, and which bond shall further guarantee payment by Grantee of all claims and liens against City or any, public property, and taxes due to City, which arise by reason of the construction, operation, maintenance or use of the Cable System.

9.2 Rights. The rights reserved by City with respect to the bond are in addition to all other rights the City may have under this Franchise or any other law.

9.3 Reduction of Bond Amount. City may, in its sole discretion, reduce the amount of the bond.

SECTION 10 SECURITY FUND

10.1 Security Fund. If the City determines that there is an uncured breach by Grantee of a material provision of this Franchise or a pattern of repeated violations of any provision(s) of this Franchise, then Grantee shall, upon written request, establish and provide to the City, as security for the faithful performance by Grantee of all of the provisions of this Franchise, an irrevocable letter of credit from a financial institution satisfactory to the City in the amount of Twenty-five Thousand and No/100 Dollars (\$25,000.00). In no event shall Grantee fail to post a Twenty-five Thousand and No/100 Dollar (\$25,000.00) letter of credit within thirty (30) days receipt of a notice of franchise violation pursuant to this Section 10.1. Failure to post said letter of credit shall constitute a separate material violation of this Franchise, unless the breach is cured within such thirty (30) Day period or longer period allowed under the Franchise. The letter of credit shall serve as a common security fund for the faithful performance by Grantee of all the provisions of this Franchise and compliance with all orders, permits and directions of the City and the payment by Grantee of any claim, liens, costs, expenses and taxes due the City which arise by reason of the construction, operation or maintenance of the Cable System. Interest on this deposit shall be paid to Grantee by the bank on an annual basis. The security may be terminated by the Grantee upon the resolution of the alleged noncompliance. The obligation to establish the security fund required by this paragraph is unconditional. The fund must be established in those circumstances where Grantee disputes the allegation that it is not in compliance, and maintained for the duration of the dispute. If Grantee fails to establish the security fund as required, the City may take whatever action is appropriate to require the establishment of that fund and shall be entitled to an award of its costs, and reasonable attorneys' fees in that action.

10.2 Withdrawal of Funds. The irrevocable letter of credit shall permit the City to withdraw funds upon demand (sight draft). Grantee shall not use the security fund for other

purposes and shall not assign, pledge or otherwise use this security fund as security for any purpose.

10.3 Restoration of Funds. Within ten (10) Days after notice to it that any amount has been withdrawn by the City from the security fund pursuant to 10.4 of this section, Grantee shall deposit a sum of money sufficient to restore such security fund to the required amount.

10.4 Liquidated Damages. In addition to recovery of any monies owed by Grantee to City or damages to City as a result of any acts or omissions by Grantee pursuant to the Franchise, City in its sole discretion may charge to and collect from the security fund liquidated damages in the amount of two hundred and fifty dollars (\$250.00) per day for each day, or part thereof, that any Franchise breach for non-compliance occurs or continues.

10.5 Each Violation a Separate Violation. Each violation of any provision of this Franchise shall be considered a separate violation for which separate liquidated damages can be imposed.

10.6 Maximum 120 Days. Any liquidated damages for any given violation shall be imposed upon Grantee for a maximum of one hundred twenty (120) Days. If after that amount of time Grantee has not cured or commenced to cure the alleged breach to the satisfaction of the City, the City may pursue all other remedies.

10.7 Withdrawal of Funds to Pay Taxes. If Grantee fails to pay to the City any taxes due and unpaid; or fails to repay to the City, any damages, costs or expenses which the City shall be compelled to pay by reason of any act or default of the Grantee in connection with this Franchise; or fails, after thirty (30) Days' notice of such failure by the City to comply with any provision of the Franchise which the City reasonably determines can be remedied by an expenditure of the security, the City may then withdraw such funds from the security fund. Payments are not Franchise Fees as defined in Section 16 of this Franchise.

10.8 Procedure for Draw on Security Fund. Whenever the City finds that Grantee has violated one (1) or more terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee. The written notice shall describe in reasonable detail the alleged violation so as to afford Grantee an opportunity to remedy or dispute the violation. Grantee shall have thirty (30) Days subsequent to receipt of the notice in which to correct the violation before the City may require Grantee to make payment of damages, and further to enforce payment of damages through the security fund. Grantee may, within ten (10) Days of receipt of notice, notify the City that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Grantee shall specify with particularity the matters disputed by Grantee and shall stay the running of the above-described time.

(a) City shall hear Grantee's dispute at a regularly scheduled or specially scheduled Council meeting within sixty (60) days of receipt of written notice of a dispute. Grantee shall have the right to speak and introduce evidence. The City shall determine if Grantee has committed a violation and shall make written findings of fact relative to its determination.

(b) If after hearing the dispute, the claim is upheld by the City, then the Grantee shall pay such liquidated damages as may be due and the City may begin to draw from the security fund.

10.9 Time for Correction of Violation. The time for Grantee to correct any alleged violation may be extended by the City if the necessary action to collect the alleged violation is of such a nature or character as to require more than thirty (30) Days within which to perform provided Grantee commences corrective action within fifteen (15) Days and thereafter uses reasonable diligence, as determined by the City, to correct the violation.

10.10 Grantee's Right to Pay Prior to Security Fund Draw. Grantee shall have the opportunity to make prompt payment of any assessed liquidated damages and if Grantee fails to promptly remit payment to the City, the City may resort to a draw from the security fund in accordance with the terms of this Section 10 of the Franchise.

10.11 Failure to so Replenish Security Fund. If the letter of credit is set to expire prior to expiration of the Franchise, it shall be renewed or replaced prior to its expiration. If the City draws on the letter of credit, the Grantee shall replace or replenish such letter of credit to its full amount within ten (10) Days. If the security fund is not so replaced, City may draw the whole amount thereof and hold the proceeds, without interest, and use the proceeds to pay costs incurred by City in performing and paying for any or all of the obligations, duties and responsibilities of Grantee under this Franchise that are not performed or paid for by Grantee pursuant hereto, including attorneys' fees incurred by the City in so performing and paying. The failure to so replace any security fund may also, at the option of City, be deemed a default by Grantee under this Franchise. The drawing on the security fund by City, and use of the money so obtained for payment or performance of the obligations, duties and responsibilities of Grantee which are in default, shall not be a waiver or release of such default.

10.12 Collection of Funds Not Exclusive Remedy. The collection by City of any damages or monies from the security fund shall not affect any other right or remedy available to City, nor shall any act, or failure to act, by City pursuant to the security fund, be deemed a waiver of any right of City pursuant to this Franchise or otherwise. Notwithstanding this section, however, should the City elect to impose liquidated damages, that remedy shall remain the City's exclusive remedy for the one hundred twenty (120) Day period set forth in Section 10.6.

SECTION 11 DEFAULT

11.1 Basis for Default. City shall give written notice of default to Grantee if City, in its sole discretion, determines that Grantee has:

- (a) Violated any material provision of this Franchise or the acceptance hereto or any rule, order, regulation or determination of the City, state or federal government, not in conflict with this Franchise;
- (b) Attempted to evade any provision of this Franchise or the acceptance hereof;
- (c) Practiced any fraud or deceit upon City or Subscribers;

(d) Made a material misrepresentation of fact in the application for or negotiation of this Franchise; or

11.2 Default Procedure. If Grantee fails to cure such default within thirty (30) Days after the giving of such notice (or if such default is of such a character as to require more than thirty (30) Days within which to cure the same, and Grantee fails to commence to cure the same within said thirty (30) Day period and thereafter fails to use reasonable diligence, in City's sole opinion, to cure such default as soon as possible), then, and in any event, such default shall be a substantial breach and City may elect to terminate the Franchise. The City may place the issue of revocation and termination of this Franchise before the governing body of City at a regular meeting. If City decides there is cause or reason to terminate, the following procedure shall be followed:

(a) City shall provide Grantee with a written notice of the reason or cause for proposed termination and shall allow Grantee a minimum of thirty (30) Days subsequent to receipt of the notice in which to correct the default.

(b) Grantee shall be provided with an opportunity to be heard at a public hearing prior to any decision to terminate this Franchise.

(c) If, after notice is given and an opportunity to cure, at Grantee's option, a public hearing is held, and the City determines there was a violation, breach, failure, refusal or neglect, the City may declare by resolution the Franchise revoked and of no further force and effect unless there is compliance within such period as the City may fix, such period may not be less than thirty (30) Days provided no opportunity for compliance need be granted for fraud or misrepresentation.

11.3 Mediation. If the Grantee and City are unable to resolve a dispute through informal negotiations during the period of thirty (30) days following the submission of the claim giving rise to the dispute by one (1) party to the other, then unless that claim has been waived as provided in the Franchise, such claim may be subject to mediation if jointly agreed upon by both parties. Mutually agreed upon Mediation shall stay other enforcement remedies of the parties for a period of ninety (90) days from the date of filing, unless stayed for a longer period by agreement of the Grantee and City. The Grantee and City shall each pay one-half of the mediator's fee and any filing fees. The mediation shall be held in the City unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as a settlement agreement in any court having jurisdiction thereof. Nothing herein shall serve to modify or in any way delay the franchise enforcement process set forth in Section 10 of this Franchise.

11.4 Failure to Enforce. Grantee shall not be relieved of any of its obligations to comply promptly with any provision of the Franchise by reason of any failure of the City to enforce prompt compliance, and City's failure to enforce shall not constitute a waiver of rights or acquiescence in Grantee's conduct.

11.5 Compliance with the Laws.

(a) If any federal or state law or regulation shall require or permit City or Grantee to perform any service or act or shall prohibit City or Grantee from performing any service or act which may be in conflict with the terms of this Franchise, then as soon

as possible following knowledge thereof, either party shall notify the other of the point in conflict believed to exist between such law or regulation. Grantee and City shall conform to state laws and rules regarding cable communications not later than one (1) year after they become effective, unless otherwise stated, and shall conform to federal laws and regulations regarding cable as they become effective.

(b) If any term, condition or provision of this Franchise or the application thereof to any Person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or provision to Persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and complied with provided the loss of the invalid or unenforceable clause does not substantially alter the agreement between the parties. In the event such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on Grantee and City.

SECTION 12 FORECLOSURE AND RECEIVERSHIP

12.1 Foreclosure. Upon the foreclosure or other judicial sale of the Cable System, Grantee shall notify the City of such fact and such notification shall be treated as a notification that a change in control of Grantee has taken place, and the provisions of this Franchise governing the consent to transfer or change in ownership shall apply without regard to how such transfer or change in ownership occurred.

12.2 Receivership. The City shall have the right to cancel this Franchise subject to any applicable provisions of state law, including the Bankruptcy Act, one hundred twenty (120) Days after the appointment of a receiver or trustee to take over and conduct the business of Grantee, whether in receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) Days, or unless:

(a) Within one hundred twenty (120) Days after his election or appointment, such receiver or trustee shall have fully complied with all the provisions of this Franchise and remedied all defaults thereunder; and,

(b) Such receiver or trustee, within said one hundred twenty (120) Days, shall have executed an agreement, duly approved by the Court having jurisdiction in the premises, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise.

SECTION 13 REPORTING REQUIREMENTS

13.1 Quarterly Reports. Within forty-five (45) calendar days after the end of each calendar quarter, Grantee shall submit to the City along with its Franchise Fee payment a report showing the basis for computation of such fees prepared by an officer of Grantee showing the basis

for the computation of the Franchise Fees paid during that period in a form and substance substantially equivalent to Exhibit C attached hereto. This report shall separately indicate revenues received by Grantee within the City including, but not limited to such items as listed in the definition of “Gross Revenues” at Section 1 of this Franchise.

13.2 Reports. Upon request of the City and in no event later than thirty (30) Days from the date of receipt of such request, Grantee shall, free of charge, prepare and furnish to the City, at the times and in the form prescribed, such additional reports with respect to its operation, affairs, transactions, or property, as may be reasonably necessary to ensure compliance with the terms of this Franchise. Grantee and City may in good faith agree upon taking into consideration Grantee’s need for the continuing confidentiality as prescribed herein. Neither City nor Grantee shall unreasonably demand or withhold information requested pursuant with the terms of this Franchise.

13.3 Communications with Regulatory Agencies.

(a) Upon written request, Grantee shall submit to City copies of any pleading, applications, notifications, communications and documents of any kind, submitted by Grantee or its Affiliates to any federal, State or local courts, regulatory agencies and other government bodies if such documents directly relate to the operations of Grantee's Cable System within the Franchise Area. Grantee shall submit such documents to City no later than thirty (30) Days after receipt of City’s request. Grantee shall not claim confidential, privileged or proprietary rights to such documents unless under federal, State, or local law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency. With respect to all other reports, documents and notifications provided to any federal, State or local regulatory agency as a routine matter in the due course of operating Grantee's Cable System within the Franchise Area, Grantee shall make such documents available to City upon City’s written request.

(b) In addition, Grantee and its Affiliates shall within ten (10) Days of any communication to or from any judicial or regulatory agency regarding any alleged or actual violation of this Franchise, City regulation or other requirement relating to the System, use its best efforts to provide the City a copy of the communication, whether specifically requested by the City to do so or not.

SECTION 14 CUSTOMER SERVICE PROVISIONS

14.1 Customer Service Standards. The Grantee shall at all times comply with FCC customer service standards. In addition, the Grantee shall at all times satisfy all additional or stricter customer service requirements as set forth in this Franchise, or as may be set forth in any ordinance or regulation lawfully enacted by the City.

14.2 Response to Customers and Cooperation with City. Grantee shall promptly respond to all requests for service, repair, installation and information from Subscribers. Grantee acknowledges the City’s interest in the prompt resolution of all cable complaints and shall work in close cooperation with the City to resolve complaints.

14.3 Customer Service Agreement and Written Information. Grantee shall provide to Subscribers a comprehensive service agreement and information in writing for use in establishing Subscriber service. Written information shall, at a minimum, contain the following information:

- (a) Services to be provided and rates for such services.
- (b) Billing procedures.
- (c) Service termination procedure.
- (d) Change in service notifications.
- (e) Liability specifications.
- (f) Converter/Subscriber terminal equipment policy.
- (g) Breach of Franchise specification.
- (h) How complaints are handled including Grantee's procedure for investigation and resolution of Subscriber complaints.

14.4 Customer Service Standards. The City hereby adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended. Grantee shall, upon request, which request shall include the reason for the request (such as complaints received or other reasonable evidence of concern), provide City with information which shall describe in detail Grantee's compliance with each and every term and provision of this Section 14.4. Grantee shall comply in all respects with the customer service requirements established by the FCC and those set forth herein. The City reserves the right to enact additional consumer protection laws or requirements to the extent such requirements are not inconsistent with, and preempted by, the FCC's customer service standards.

14.5 Local Office. Grantee shall maintain a convenient local customer service and bill payment location for matters such as receiving Subscriber payments, handling billing questions, equipment replacement and customer service information. Grantee shall comply with the standards and requirements for customer service set forth below during the term of this Franchise.

14.6 Cable System office hours and telephone availability.

(a) Grantee will maintain a local, toll-free or collect call telephone access line which will be available to its Subscribers twenty-four (24) hours a Day, seven (7) days a week.

(i) Trained Grantee representatives will be available to respond to customer telephone inquiries during Normal Business Hours.

(ii) After Normal Business Hours, the access line may be answered by a service or an automated response system, including an answering machine.

Inquiries received after Normal Business Hours must be responded to by a trained Grantee representative on the next business Day.

(b) Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis.

(c) Grantee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(d) Under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time. Under Normal Operating Conditions, the percentage of calls abandoned or dropped shall not exceed three percent (3%).

(e) Customer service center and bill payment locations will be open at least during Normal Business Hours and will be conveniently located.

14.7 Installations, Outages and Service Calls. Under Normal Operating Conditions, each of the following standards will be met no less than ninety-five percent (95%) of the time measured on a quarterly basis:

(a) Standard Installations will be performed within seven (7) business days after an order has been placed. "Standard" Installations are those that are located up to one hundred twenty-five (125) feet from the existing distribution system as more specifically set forth in Section 6.8 (b).

(b) Excluding conditions beyond the control of Grantee, Grantee will begin working "on "Service Interruptions" promptly and in no event later than twenty-four (24) hours after the interruption becomes known. Grantee must begin actions to correct other Service problems the next business Day after notification of the Service problem.

(c) The "appointment window" alternatives for Installations, Service calls, and other Installation activities will be either a specific time or, at maximum, a four (4) hour time block during Normal Business Hours. (Grantee may schedule Service calls and other Installation activities outside of Normal Business Hours for the express convenience of the customer.)

(d) Grantee may not cancel an appointment with a customer after the close of business on the business Day prior to the scheduled appointment.

(e) If Grantee's representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

14.8 **Communications between Grantee and Subscribers.**

(a) Refunds. Refund checks will be issued promptly, but no later than either:

(i) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(ii) The return of the equipment supplied by Grantee if Cable Service is terminated.

(b) Credits. Credits for Cable Service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

14.9 **Billing:**

(a) Consistent with 47 C.F.R. § 76.1619, bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, Basic Cable Service and premium Cable Service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(b) In case of a billing dispute, Grantee must respond to a written complaint from a Subscriber within thirty (30) days.

14.10 Subscriber Information. Grantee will provide written information on each of the following areas at the time of Installation of Service, at least annually to all Subscribers, and at any time upon request:

(a) Products and Services offered;

(b) Prices and options for programming services and conditions of subscription to programming and other services;

(c) Installation and Service maintenance policies;

(d) Instructions on how to use the Cable Service;

(e) Channel positions of programming carried on the System; and

(f) Billing and complaint procedures, including the address and telephone number of the City's cable office.

Subscribers shall be advised of the procedures for resolution of complaints about the quality of the television signal delivered by Grantee, including the address of the responsible officer of the City. Grantee shall notify Subscribers thirty (30) days in advance of any significant changes in the information required by this Section 14.10.

14.11 Notice or Rate Programming Change. In addition to the requirement of this Section 14.11 Grantee shall give thirty (30) days written notice to both Subscribers and the City before implementing any rate or Service change. When the change involves the addition or deletion of Channels, each Channel added or deleted must be separately identified. For purposes of the carriage of digital broadcast signals, Grantee need only identify for Subscribers, the television signal added and not whether that signal may be multiplexed during certain dayparts.

14.12 Subscriber Contracts. Grantee shall, upon written request, provide the City with any standard form residential Subscriber contract utilized by Grantee. If no such written contract exists, Grantee shall file with the City a document completely and concisely stating the length and terms of the Subscriber contract offered to customers.

14.13 Refund Policy. If a Subscriber's Cable Service is interrupted or discontinued, without cause, for twenty-four (24) or more consecutive hours, Grantee shall, upon request by the Subscriber, credit such Subscriber pro rata for such interruption. For this purpose, every month will be assumed to have thirty (30) Days.

14.14 Late Fees. Grantee shall comply with all applicable state and federal laws with respect to any assessment, charge, cost, fee or sum, however characterized, that Grantee imposes upon a Subscriber for late payment of a bill. The City reserves the right to enforce Grantee's compliance with all Applicable Laws to the maximum extent legally permissible.

14.15 Disputes. All Subscribers and members of the general public may direct complaints, regarding Grantee's Service or performance to the chief administrative officer of the City or the chief administrative officer's designee, which may be a board or Commission of the City. Grantee must make its best efforts to contact the Subscriber who is the subject of the dispute within two (2) business Days of receiving notice of the complaint from the City. The Grantee shall establish and maintain a company "escalated complaint" contact (telephone number and email address) to whom the City may forward escalated complaints. Grantee will make its best efforts to notify City of resolution to an "escalated complaint."

14.16 Customer Bills. Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (A) is not misleading and (B) does not omit material information. Notwithstanding anything to the contrary in Section 14.9, above, Grantee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

14.17 Failure to Resolve Complaints. Grantee shall resolve a complaint within thirty (30) days in a manner deemed reasonable by the City under the terms of the Franchise.

14.18 Maintain a Complaint Phone Line. Grantee shall maintain a local or toll-free telephone Subscriber complaint line, available to its Subscribers twenty-four (24) hours per Day, seven (7) days a week.

14.19 Notification of Complaint Procedure. Grantee shall have printed clearly and prominently on each Subscriber bill and in the customer service agreement provided for in Section 14.3, the twenty-four (24) hour Grantee phone number for Subscriber complaints. Additionally, Grantee shall provide information to customers concerning the procedures to follow when they are

unsatisfied with measures taken by Grantee to remedy their complaint. This information will include the phone number of the City office or Person designated to handle complaints.

14.20 Subscriber Privacy.

(a) To the extent required by Minn. Stat. §238.084 Subd. 1(s) Grantee shall comply with the following: No signals including signals of a Class IV Channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber. The request for permission must be contained in a separate document with a prominent statement that the Subscriber is authorizing the permission in full knowledge of its provisions. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such permission. The permission shall be revocable at any time by the Subscriber without penalty of any kind whatsoever.

(b) No information or data obtained by monitoring transmission of a signal from a Subscriber terminal, including but not limited to lists of the names and addresses of Subscribers or any lists that identify the viewing habits of Subscribers shall be sold or otherwise made available to any party other than to Grantee or its agents for Grantee's business use, and also to the Subscriber subject of that information, unless Grantee has received specific written permission from the Subscriber to make such data available. The request for permission must be contained in a separate document with a prominent statement that the Subscriber is authorizing the permission in full knowledge of its provisions. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such permission. The permission shall be revocable at any time by the Subscriber without penalty of any kind whatsoever.

(c) Written permission from the Subscriber shall not be required for the conducting of system wide or individually addressed electronic sweeps for the purpose of verifying System integrity or monitoring for the purpose of billing. Confidentiality of such information shall be subject to the provision set forth in subparagraph (b) of this section.

14.21 Grantee Identification. Grantee shall provide all customer service technicians and all other Grantee employees entering private property with appropriate picture identification so that Grantee employees may be easily identified by the property owners and Subscribers.

SECTION 15 SUBSCRIBER PRACTICES

15.1 Subscriber Rates. There shall be no charge for disconnection of any installation or outlet. If any Subscriber fails to pay a properly due monthly Subscriber fee, or any other properly due fee or charge, Grantee may disconnect the Subscriber's service outlet, provided, however, that such disconnection shall not be effected until after the later of: (i) forty-five (45) Days after the original due date of said delinquent fee or charge; or (ii) ten (10) Days after delivery to Subscriber of written notice of the intent to disconnect. If a Subscriber pays before expiration of the later of (i) or (ii), Grantee shall not disconnect. After disconnection, upon payment in full of the delinquent

fee or charge and the payment of a reconnection charge, Grantee shall promptly reinstate the Subscriber's Cable Service.

15.2 Refunds to Subscribers shall be made or determined in the following manner:

(a) If Grantee fails, upon request by a Subscriber, to provide any service then being offered, Grantee shall promptly refund all deposits or advance charges paid for the service in question by said Subscriber. This provision does not alter Grantee's responsibility to Subscribers under any separate contractual agreement or relieve Grantee of any other liability.

(b) If any Subscriber terminates any monthly service because of failure of Grantee to render the service in accordance with this Franchise, Grantee shall refund to such Subscriber the proportionate share of the charges paid by the Subscriber for the services not received. This provision does not relieve Grantee of liability established in other provisions of this Franchise.

SECTION 16 COMPENSATION AND FINANCIAL PROVISIONS

16.1 Franchise Fees. During the term of the Franchise, Grantee shall pay to the City a Franchise Fee of five percent (5%) of Gross Revenues. If any such law, regulation or valid rule alters the five percent (5%) Franchise Fee ceiling established by the Cable Act, then the City shall have the authority to (but shall not be required to) increase the Franchise Fee accordingly, provided such increase is for purposes not inconsistent with Applicable Law. In the event Grantee bundles or combines Cable Services (which are subject to the Franchise Fee) with non-Cable Services (which are not subject to the Franchise Fee) so that Subscribers pay a single fee for more than one (1) class of service resulting in a discount on Cable Services, Grantee shall, for the purpose of calculation of the Franchise Fee, allocate to Cable Service revenue no less than a pro rata share of the revenue received for the bundled or combined services. The pro rata share shall be computed on the basis of the published charge for each service in the bundled or combined classes of services when purchased separately.

(a) Franchise Fees shall be paid quarterly not later than forty-five (45) Days following the end of a given quarter. In accordance with Section 16 of this Franchise, Grantee shall file with the City a Franchise Fee payment worksheet, attached as Exhibit C, signed by an authorized representative of Grantee, which identifies Gross Revenues earned by Grantee during the period for which payment is made. No acceptance of any payment shall be construed as an accord that the amount paid is in fact, the correct amount, nor shall such acceptance of payment be construed as a release of any claim which the City may have for further or additional sums payable under the provisions of this section.

(b) Neither current nor previously paid Franchise Fees shall be subtracted from the Gross Revenue amount upon which Franchise Fees are calculated and due for any period, unless otherwise required by Applicable Law.

(c) Any Franchise Fees owing pursuant to this Franchise which remain unpaid more than forty-five (45) Days after the dates specified herein shall be delinquent and shall

thereafter accrue interest at twelve percent (12%) per annum or two percent (2%) above prime lending rate as quoted by the Wall Street Journal, whichever is greater.

(d) No term or condition in this Franchise shall in any way modify or affect Grantee's obligation to pay in full the Franchise Fee percentage listed in this Franchise. Additionally, the PEG fee pursuant to Section 7, as well as any charges incidental to the awarding or enforcing of this Franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damage shall not be offset against Franchise Fees. Furthermore, the City and Grantee agree that any utility tax, business and occupation tax or similar local tax of general applicability shall be in addition to any Franchise Fees required herein and there shall be no offset against Franchise Fees subject to Applicable Laws. With the exception of the foregoing, Comcast reserves all rights to offset cash or non-cash payments from Franchise Fees, consistent with Applicable Laws.

(e) Furthermore, if the Grantee discovers it has materially overpaid or underpaid the City, it will provide the City a written explanation of its findings prior to making any adjustments to future franchise fee payments to correct for overpayment or underpayment. The City reserves the right to contest Grantee's claimed overpayment or underpayment including pursuant to Section 11 herein. This Section shall not apply to Grantee's regular process for truing up third party Gross Revenues derived in the ordinary course of business, such as ad sales revenues.

(f) Should Grantee elect to offset against the Franchise Fee the value of Franchise commitments or initiatives such as Complimentary Service as may be permitted by Applicable Laws including any Order resulting from the FCC's 621 proceeding, MB Docket No. 05-311, Grantee shall provide the City ninety (90) days' advance written notice. Discounted leased fiber or managed services provided under a separate contract with Comcast Business are not a non-cash commitment or initiative, and shall not be offset.

(g) Any decision or election by Grantee not to exercise any right it has under Applicable Laws, including any Order by the FCC in the 621 proceeding, to offset cash or non-cash payments from Franchise Fees under or pursuant to this Franchise, shall not constitute a waiver of any such rights Grantee may have under applicable law.

16.2 Auditing and Financial Records. Throughout the term of this Franchise, the Grantee agrees that the City, upon reasonable prior written notice of twenty (20) Days to the Grantee, may review such of the Grantee's books and records regarding the operation of the Cable System and the provision of Cable Service in the Franchise Area which are reasonably necessary to monitor and enforce Grantee's compliance with the provisions of this Franchise. Grantee shall provide such requested information as soon as possible and in no event more than thirty (30) Days unless Grantee explains that it is not feasible to meet this timeline and provides a written explanation for the delay and an estimated reasonable date for when such information will be provided. All such documents pertaining to financial matters that may be the subject of an inspection by the City shall be retained by the Grantee for a minimum period of seven (7) years, pursuant to Minn. Stat. § 541.05. The Grantee shall not deny the City access to any of the Grantee's

records on the basis that the Grantee's records are under the control of any parent corporation, Affiliated entity or a third party. The City may request in writing copies of any such records or books that are reasonably necessary, and the Grantee shall provide such copies within thirty (30) Days of the receipt of such request. One (1) copy of all reports and records required under this or any other section shall be furnished to the City at the sole expense of the Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then the Grantee may request, in writing within ten (10) Days of receipt of such request, that the City inspect them at the Grantee's local offices or at one of Grantee's offices more convenient to City or its duly authorized agent. If any books or records of the Grantee are not kept in such office and not made available in copies to the City upon written request as set forth above, and if the City determines that an examination of such records is necessary for the enforcement of this Franchise, then all reasonable travel expenses incurred in making such examination shall be paid by the Grantee.

16.3 Review of Record Keeping Methodology. Upon request, Grantee agrees to meet with a representative of the City to review its methodology of record-keeping, financial reporting, computing Franchise Fee obligations, and other procedures the understanding of which the City deems necessary for understanding the meaning of reports and records.

16.4 Audit of Records. The City or its authorized agent may at any time and at the City's own expense conduct an independent audit of the revenues of Grantee in order to verify the accuracy of Franchise Fees paid to the City. Grantee and each parent company of Grantee shall cooperate fully in the conduct of such audit. In the event it is determined through such audit that Grantee has underpaid Franchise Fees in an amount of five percent (5%) or more than was due the City, then Grantee shall reimburse the City for the entire cost of the audit within thirty (30) days of the completion and acceptance of the audit by the City.

16.5 Records to be reviewed. The City agrees to request access to only those books and records, in exercising its rights under this section, which it deems reasonably necessary for the enforcement and administration of the Franchise.

16.6 Indemnification by Grantee. Grantee shall, at its sole expense, fully indemnify, defend and hold harmless the City, and in their capacity as such, the officers and employees thereof, from and against any and all claims, suits, actions, liability and judgments for damage or otherwise except those arising wholly from negligence on the part of the City or its employees; for actual or alleged injury to persons or property, including loss of use of property due to an occurrence, whether or not such property is physically damaged or destroyed, in any way arising out of or through or alleged to arise out of or through the acts or omissions of Grantee or its officers, agents, employees, or contractors or to which Grantee's or its officers, agents, employees or contractors acts or omissions in any way contribute, and whether or not such acts or omissions were authorized or contemplated by this Franchise or Applicable Law; arising out of or alleged to arise out of any claim for damages for Grantee's invasion of the right of privacy, defamation of any Person, firm or corporation, or the violation or infringement of any copyright, trademark, trade name, service mark or patent, or of any other right of any Person, firm or corporation; arising out of or alleged to arise out of Grantee's failure to comply with the provisions of any Applicable Law. Nothing herein shall be deemed to prevent the City, its officers, or its employees from participating in the defense of any litigation by their own counsel at such parties' expense. Such participation

shall not under any circumstances relieve Grantee from its duty of defense against liability or of paying any judgment entered against the City, its officers, or its employees.

16.7 Grantee Insurance. Upon the Effective Date, Grantee shall, at its sole expense take out and maintain during the term of this Franchise public liability insurance with a company licensed to do business in the state of Minnesota with a rating by A.M. Best & Co. of not less than “A-” that shall protect the Grantee, City and its officials, officers, directors, employees and agents from claims which may arise from operations under this Franchise, whether such operations be by the Grantee, its officials, officers, directors, employees and agents or any subcontractors of Grantee. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from Grantee’s vehicles, products and operations. The amount of insurance for single limit coverage applying to bodily and personal injury and property damage shall not be less than Three Million Dollars (\$3,000,000). The liability policy shall include:

- (a) The policy shall provide coverage on an “occurrence” basis.
- (b) The policy shall cover personal injury as well as bodily injury.
- (c) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier’s standard endorsement as to bodily injuries, personal injuries and property damage.
- (d) Broad form property damage liability shall be afforded.
- (e) City shall be named as an additional insured on the policy.
- (f) An endorsement shall be provided which states that the coverage is primary insurance with respect to claims arising from Grantee’s operations under this Franchise and that no other insurance maintained by the City will be called upon to contribute to a loss under this coverage.
- (g) Standard form of cross-liability shall be afforded.
- (h) An endorsement stating that the policy shall not be canceled without thirty (30) Days notice of such cancellation given to City.
- (i) City reserves the right to adjust the insurance limit coverage requirements of this Franchise no more than once every three (3) years. Any such adjustment by City will be no greater than the increase in the State of Minnesota Consumer Price Index (all consumers) for such three (3) year period.
- (j) Upon the Effective Date, Grantee shall submit to City a certificate documenting the required insurance, as well as any necessary properly executed endorsements. The certificate and documents evidencing insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Grantee has complied with all insurance requirements. Renewal certificates shall be provided to City prior to the expiration date of any of the required policies. City will not be obligated, however, to

review such endorsements or certificates or other evidence of insurance, or to advise Grantee of any deficiencies in such documents and receipt thereof shall not relieve Grantee from, nor be deemed a waiver of, City's right to enforce the terms of Grantee's obligations hereunder. City reserves the right to examine any policy provided for under this paragraph or to require further documentation reasonably necessary to form an opinion regarding the adequacy of Grantee's insurance coverage.

SECTION 17 MISCELLANEOUS PROVISIONS

17.1 Posting and Publication. Grantee shall assume the cost of posting and publication of this Franchise as such posting and publication is required by law and such is payable upon Grantee's filing of acceptance of this Franchise.

17.2 Guarantee of Performance. Grantee agrees that it enters into this Franchise voluntarily in order to secure and in consideration of the grant from the City of a ten (10) year Franchise. Performance pursuant to the terms and conditions of this Franchise is guaranteed by Grantee.

17.3 Entire Agreement. This Franchise contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically set forth herein, and cannot be changed orally but only by an instrument in writing executed by the parties. This Franchise is made pursuant to Minnesota Statutes Chapter 238 and the City Code and is intended to comply with all requirements set forth therein.

17.4 Consent. Wherever the consent or approval of either Grantee or the City is specifically required in this agreement, such consent or approval shall not be unreasonably withheld.

17.5 Prior Franchise Terminated. The cable television franchise originally granted by Ordinance 99-11-975 is hereby terminated.

17.6 Franchise Acceptance. No later than 45 Days following City Council approval of this Franchise, Grantee shall execute and return to the City three (3) original franchise agreements. The executed agreements shall be returned to the City accompanied by performance bonds, security funds, and evidence of insurance, all as provided in this Franchise. In the event Grantee fails to accept this Franchise, or fails to provide the required documents, this Franchise shall be null and void. The Grantee agrees that despite the fact that its written acceptance may occur after the Effective Date, the obligations of this Franchise shall become effective on the Effective Date.

17.7 Amendment of Franchise. Grantee and City may agree, from time to time, to amend this Franchise. Such written amendments may be made to address technology changes or advances subsequent to a review session pursuant to Section 2.6 or at any other time if City and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in federal, state or local laws; provided, however, nothing herein shall restrict City's exercise of its police powers.

17.8 Notice. Any notification that requires a response or action from a party to this Franchise, within a specific time-frame or would trigger a timeline that would affect one or both

parties' rights under this franchise, shall be made in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the City: City of North St. Paul
2400 Margaret Street
North Saint Paul, MN 55109
Attention: City Manager

To the Grantee: Comcast Regional Vice President of Operations
10 River Park Place
St. Paul, MN 55107

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the Person of record as specified above.

17.9 Force Majeure. In the event that either party is prevented or delayed in the performance of any of its obligations, under this Franchise by reason of acts of God, floods, fire, hurricanes, tornadoes, earthquakes, or other unavoidable casualties, insurrection, war, riot, vandalism, strikes, delays in receiving permits where it is not the fault of Grantee, public easements, sabotage, acts or omissions of the other party, or any other similar event beyond the reasonable control of that party, it shall have a reasonable time under the circumstances to perform such obligation under this Franchise, or to procure a substitute for such obligation to the reasonable satisfaction of the other party.

17.10 Work of Contractors and Subcontractors. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors, and others performing work on its behalf as if the work were performed by it and shall ensure that all such work is performed in compliance with this Franchise, the City Code and other Applicable Law, and shall be jointly and severally liable for all damages and correcting all damage caused by them. It is Grantee's responsibility to ensure that contractors, subcontractors or other Persons performing work on Grantee's behalf are familiar with the requirements of this Franchise, the City Code and other Applicable Laws governing the work performed by them.

17.11 **Abandonment of System.** Grantee may not abandon the System or any portion thereof during the Term of this Franchise, and thereafter without having first given three (3) months written notice to City and conforming to the City Code, as well as the state right-of-way rules, Minn. Rules, Chapter 7819. To the extent required by Minn. Stat. § 238.084, Subd. 1 (w), Grantee shall compensate City for damages resulting from the abandonment.

17.12 Removal After Abandonment. In the event of Grantee's abandonment of the System, City shall have the right to require Grantee to conform to Section 94.57 of the City Code, as well as the state right-of-way rules, Minn. Rules, Chapter 7819. If Grantee has failed to commence removal of System, or such part thereof as was designated by City, within thirty (30) days after written notice of City's demand for removal consistent with Section 94.57 of the City Code and Minn. Rules, Ch. 7819, is given, or if Grantee has failed to complete such removal within twelve (12) months after written notice of City's demand for removal is given City shall have the right to apply funds secured by the Performance Bond toward removal and/or declare all right, title, and interest to the System to be in City with all rights of ownership including, but not limited to, the right to operate the System or transfer the System to another for operation by it.

17.13 Governing Law. This Franchise shall be deemed to be executed in the State of Minnesota, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Minnesota, as applicable to contracts entered into and performed entirely within the State.

17.14 Nonenforcement by City. Grantee shall not be relieved of its obligation to comply with any of the provisions of this Franchise by reason of any failure of the City or to enforce prompt compliance.

17.15 Captions. The paragraph captions and headings in this Franchise are for convenience and reference purposes only and shall not affect in any way the meaning of interpretation of this Franchise.

17.16 Calculation of Time. Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last Day of the prescribed or fixed period or duration of time. When the last Day of the period falls on Saturday, Sunday or a legal holiday, that Day shall be omitted from the computation and the next business Day shall be the last Day of the period.

17.17 Survival of Terms. Upon the termination or forfeiture of the Franchise, Grantee shall no longer have the right to occupy the Streets for the purpose of providing Cable Service. However, Grantee's obligations to the City (other than the obligation to provide service to Subscribers) shall survive according to their terms.

17.18 Competitive Equity.

a) The Grantee acknowledges and agrees that the City is authorized to grant one (1) or more additional franchises or other similar lawful authorization to utilize the Rights-of-Way in order to provide Cable Services or similar video programming service within the City, and that the City has previously issued an additional franchise to another provider to provide Cable Services in the City. If, after the Effective Date of this Franchise, the City grants such an additional franchise or other similar lawful authorization to utilize the Rights-of-Way for Cable Services or similar video programming services containing material terms and conditions that differ from Grantee's material obligations under this Franchise, or declines to require such franchise or other similar lawful authorization where it has the legal authority to do so, then the Grantee may provide

written notice to the City as provided in Section 17.18(b) below. “Material terms and conditions” include, but are not limited to: Franchise Fees and Gross Revenues; complementary services; insurance; System build-out requirements; security instruments; Public, Education and Government Access Channels and support; customer service standards; required reports and related record keeping; competitive equity (or its equivalent); audits; dispute resolution; remedies; and notice and opportunity to cure breaches.

(b) The Grantee’s notice shall address the following: (1) identify the specific terms or conditions in the competitive cable services franchise that are materially different from Grantee’s obligations under this Franchise; (2) identify the Franchise terms and conditions for which Grantee is seeking amendments; (3) provide text for any proposed Franchise amendments to the City, with a written explanation of why the proposed amendments are necessary and consistent.

(c) Upon receipt of Grantee’s written notice as provided in Section 17.18(b), the City shall ensure that material terms and conditions of both franchises are materially equivalent pursuant to the processes set forth herein. The City and Grantee agree that they will use best efforts in good faith to negotiate Grantee’s proposed Franchise modifications, and that such negotiation will proceed and conclude within a ninety (90) day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the City and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the City shall amend this Franchise to include the modifications.

(d) If the Franchise modification negotiations as provided for in Section 17.18(c) do not result in mutual agreement, Grantee may, at its option, elect to replace this Franchise by opting into the franchise or other similar lawful authorization that the City grants to another multi-channel video programming provider, with the understanding that Grantee may use its current system design and technology infrastructure to meet any requirements of the new franchise, so as to insure that the regulatory and financial burdens on each entity are equivalent. If Grantee so elects, the City shall immediately commence proceedings to replace this Franchise with the franchise issued to the other multi-channel video programming provider.

(e) Notwithstanding anything contained in this Section 17.18 (a) through (d) to the contrary, the City shall not be obligated to amend or replace this Franchise unless the new entrant makes Cable Services or similar video programming services available for purchase by Subscribers or customers under its franchise agreement with the City.

Passed and adopted this _____ day of _____ 2020.

ATTEST

CITY OF NORTH ST. PAUL,
MINNESOTA

By: _____
Its: City Manager / Clerk

By: _____
Its: Mayor

ACCEPTED: This Franchise is accepted, and we agree to be bound by its terms and conditions.

COMCAST OF MINNESOTA, INC.

Date: _____

By: _____

Its: _____

SWORN TO BEFORE ME this
___ day of _____, 2020.

NOTARY PUBLIC

Exhibit A
Complimentary Cable Service to Public Buildings

Cowern Elementary	2131 MARGARET ST N
Richardson Elementary	2400 17th AVE E
Webster Elementary	2170 7TH AVE E
N St Paul Community Center	229 ⁰ 1ST ST N
N St Paul City Hall	2400 MARGARET ST N
N St Paul Fire Department	2400 MARGARET ST N
N St Paul Public Works	2303 N ST PAUL DRIVE
N St Paul Casey Lake Park Community Building	2101 17TH AVE E
N St Paul High School	2416 11TH AVE E
Polar Ice Arena	2444 11TH AVE E
District Office Building	2520 12TH AVE E
Next Step Transitional Program School	2586 7TH AVE E

Exhibit B
Fiber Return Lines

North St. Paul City Hall to Comcast Oakdale Hub - (traffic originates at North St. Paul City Hall via City-Owned fiber and handed-off to Comcast Fiber at the North St. Paul Community Center and Library, 2300 N St. Paul Drive)

Exhibit C

Franchise Fee Payment Worksheet

TRADE SECRET – CONFIDENTIAL

Twin Cities NDC

Data is for fiscal month ending x/x/xxxx

House Data

Marketable Homes	xxx
Penetration %	x%

Subscriber Data

Basic 1 (residential, includes EBU's)	xxx
Basic 2 (residential, includes EBU's)	xxx

Other Video Services

Digital Economy (Residential)	xxx
Digital Preferred	xxx
Multilatio	xxx
Sports Tier	xxx
HBO	xxx
Cinemax	xxx
Showtime	xxx
Starz	xxx
TMC	xxx

Equipment

Households with DVR Equipment	xxx
Households with HD Equipment	xxx
Households with DTA Equipment	xxx

Pay Per View

Total # PPV Purchases	xxx
-----------------------	-----

Connects

Basic 1 Connects (Residential)	xxx
Basic 1 Disconnects (residential)	xxx
Net Gain/Loss	xxx

*EBUs - Equivalent Business Units

CONFIDENTIAL

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2020-xxx

**RESOLUTION APPROVING WITHDRAWAL FROM THE
RAMSEY/WASHINGTON COUNTY SUBURBAN CABLE COMMUNICATIONS
COMMISSION II JOINT AND COOPERATIVE AGREEMENT FOR THE
ADMINISTRATION OF CABLE COMMUNICATIONS FRANCHISES**

WHEREAS, the City of North Saint Paul [hereinafter: City] entered into the Ramsey/Washington County Suburban Cable Communications Commission II Joint and Cooperative Agreement for the Administration of Cable Communications Franchises [hereinafter: Joint and Cooperative Agreement];

WHEREAS, the City wishes to withdraw from the Joint and Cooperative Agreement in order to pursue franchise negotiations in the best interests of the City;

WHEREAS, the City is aware that Section 2 of the Joint and Cooperative Agreement states the following:

In order to prevent obligation for its financial contribution to the Commission for the ensuing year, a Member shall withdraw from the Commission by filing a written notice with the secretary prior to October 15 of any year giving notice of withdrawal effective at the end of that calendar year; and membership shall continue until the effective date of withdrawal.

WHEREAS, the City wishes to provide written notice to the secretary of the Commission by October 15, 2020, with an effective date of withdrawal of December 31, 2020, in order to prevent an obligation for financial contribution to the Commission for the year of 2021;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA,

1. The City Council finds that withdrawing from the Joint and Cooperative Agreement is in the best interests of the City;
2. The City Manager is authorized and directed to provide the City's notice of withdrawal from the Joint and Cooperative Agreement to the secretary of the Commission by October 15, 2020, with an effective date of withdrawal of December 31, 2020.

ADOPTED this 6th day of October, 2020.

Motion by Council Member

Second by Council Member

Voting: Ayes:
 Nays:
 Absent:
 Abstain:

Terrence J. Furlong, Mayor

ATTEST:

Scott A. Duddeck, City Manager

CITY OF NORTH SAINT PAUL
RAMSEY COUNTY, MINNESOTA

ORDINANCE NO. 793

AN ORDINANCE RENEWING THE GRANT OF A FRANCHISE TO COMCAST OF MINNESOTA, INC. TO OPERATE AND MAINTAIN A CABLE SYSTEM IN THE CITY OF NORTH ST PAUL, MINNESOTA; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE; PROVIDING FOR CITY REGULATION AND ADMINISTRATION OF THE CABLE SYSTEM; TERMINATING PRIOR FRANCHISE

NOTICE IS HEREBY GIVEN that, on October 20, 2020, Ordinance No. 793 was adopted by the City Council of the City of North Saint Paul, Minnesota.

NOTICE IS FURTHER GIVEN that, because of the lengthy nature of Ordinance No. 793, the following summary of the ordinance has been prepared for publication.

NOTICE IS FURTHER GIVEN that the ordinance adopted by the City Council renews the grant of a franchise to Comcast of Minnesota, Inc., to operate and maintain a cable system in the City of North Saint Paul. The ordinance contains all of the agreed upon terms and conditions of said franchise.

A printed copy of the whole ordinance is available for inspection by any person during the City's regular office hours at the office of the City Administrator/City Clerk or on the City's website.

PASSED, ADOPTED and APPROVED FOR PUBLICATION by the City Council of the City of North Saint Paul, Minnesota, this 20th day of October, 2020.

Motion by Council Member
Second by Council Member

Voting:	Aye:	Council Member
		Council Member
		Council Member
		Council Member
		Mayor Furlong
	Nay:	None
	Abstain:	None
	Absent:	None

Terrence J. Furlong, Mayor

ATTEST:

Scott A. Duddeck, City Manager/Clerk

Agenda Information Memorandum
North St. Paul City Council
October 2, 2020

FROM THE OFFICE OF THE CITY PLANNER

Agenda placement: CITY BUSINESS ACTION ITEMS & RECOMMENDATIONS

Subject: 2487 Minor Subdivision and Variance

To: Honorable Mayor and City Council

Background/Facts:

- The City is requesting a minor subdivision (lot line adjustment) and variance (lot coverage) for the property at 2487 19th Ave. E. to facilitate the development of a student-built home
- The property is within the R-1 Zoning District and the Shoreland Overlay
- The minor subdivision is required because the eastern lot line is proposed to be shifted 5 feet to the west.
- The variance for lot coverage is to accommodate a new single-story home with an attached two-car garage on a lot that is legally non-conforming with regard to lot size.
- The Planning Commission held a public hearing on October 1st and heard testimony from two residents. Concerns were raised about the location of the driveway for the new home, architectural features of the new home, and whether the proposed size and design fit with the character of the neighborhood.
- Because the site is within the Shoreland Overlay District, the variance request was sent to the MNDNR for comment. No comment has been received to date.
- The Planning Commission voted 5-1 to recommended approval of the minor subdivision and variance requests.

Recommendation: It is recommended the City Council approve the minor subdivision and variance per the staff's and Planning Commission's recommendations

Attachments:

Staff Report

Minor Subdivision Approval Resolution

Variance Approval Resolution

Materials submitted at Planning Commission Meeting

Documents submitted to Planning Commission prior to the public hearing

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Erin Perdu". The signature is fluid and cursive, with the first name "Erin" and last name "Perdu" clearly distinguishable.

Erin Perdu, AICP
City Planner

APPROVED FOR AGENDA ENCLOSURE:

Scott Duddeck
City Manager

MEMORANDUM

Date: October 2, 2020
To: Honorable Mayor and City Council Members
From: Erin Perdu, AICP, City Planner
CC: Scott Duddeck, City Manager
Re: Variance and Minor Subdivision, Lot Split for 2487 19th Ave. East

BACKGROUND

The City is sponsoring an application for a Minor Subdivision Application and a Variance from for a lot line adjustment at 2487 19th Avenue East. The existing structure at 2487 19th Ave. E. will be torn down and a new house rebuilt on the parcel. The site is located within the R-1 Single-Family Residential Zoning District and the Shoreland Overlay District. The proposed lot size and width meet the minimum requirements for the zoning district. However, the proposed house on the site (part of the city's student-built home program) exceeds the maximum lot coverage of 40%. Therefore, a variance is requested to enable a new home to be built on the lot.

A minor subdivision/lot split is a division of a single parcel, lot, or tract into two separate parcels, lots, or tracts. Any lot line adjustment, such as the one proposed here, requires a minor subdivision. The proposed adjustment would move the side lot line eastward by five feet. That shift allows the proposed home to meet required side setbacks and relieves the property owner to the east of having to maintain a deteriorating retaining wall currently on her property.

FINDINGS

Minor Subdivision Lot Split Review:

Standards for the review of minor subdivisions are as follows:

1. *Dimensions of all property lines.*

The applicant has provided the dimensions of all property lines as shown on the Certificate of Survey. The lot width dimensions comply with the R-1 Single Family Residential District which requires a minimum lot width of 60 feet.

2. *Proposed use and area of each new lot.*

The proposed use of each new lot is single family residential.

The parcel is located in the R-1 district, which carries a minimum lot size of 7,920 sf., minimum width of 60 ft, and minimum side yard setback of 6ft. The existing lot is non-conforming at 6,082 sf. The proposed lot line adjustment will bring the lot area closer to conformity, at 6,513 sf.

The proposed lots meet the minimum lot width, measuring 65' and 80' respectively.

The proposed new home at 2487 19th Ave. E. meets the minimum side setback requirements with the proposed lot line adjustment. The existing home to the east will also meet the rear setback requirement of 25 feet.

3. *Existing and proposed drainage and contour plan.*

The City Engineer has reviewed the proposed drainage and contour plan and has determined that it meets all City requirements.

4. *Location and widths of proposed utility easements. The City requires most new lots to have drainage and utility easements located on the front and rear ten feet and the side five feet of the lot. The easements must be reflected on the survey.*

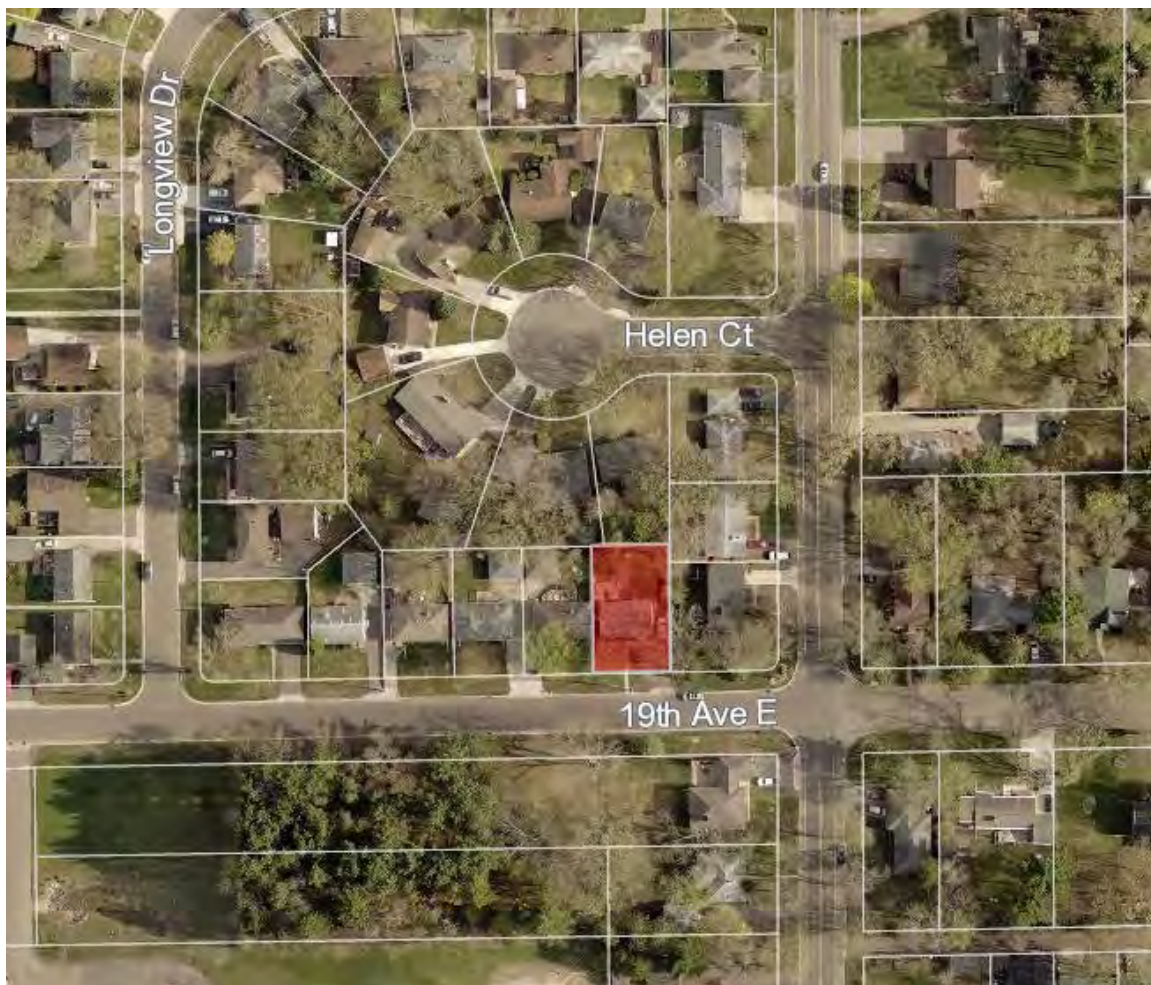
The applicant has included the required 5-foot and 10-foot drainage and utility easements on the “Lot Line Adjustment” exhibit.

Lot Coverage Variance Review:

Standards for the review and approval of Variances are found in Chapter 154.004 Section E of the City Code are listed below in italics. Staff comments on each of the review criteria follow.

2. *Standards. The City may grant a variance if the proposed request is compliant with the following findings:*

- i.) *The variance is in harmony and consistent with the general purposes and intent of the Comprehensive Plan and this Chapter;*
Part of the purpose of the residential districts is to “promote quality housing design and



rehabilitation” and to “ensure that new buildings...are designed with sensitivity to their context in terms of building placement, architectural materials, height, proportions, garage and driveway placement, landscaping and similar design features.” This redevelopment is consistent with this intent. The proposed home is a single-story rambler as are the rest of the homes on that block. The home is similar in design and scale to those in the neighboring area. The home also meets all setback requirements.

- ii.) *The variance will not adversely affect the health, safety, or general welfare of the City;*
The use of the property will not change with this variance. The City Engineer has reviewed the proposal and no adverse impacts on neighboring properties are anticipated with the slight increase in lot coverage.
- iii.) *The variance is necessary due to special conditions applying to the structures or land in question that are particular to the property and do not apply generally to other land or structures in the district or vicinity in which the land is located;*
The parcel is of similar size and shape to neighboring parcels. The proposed home includes a garage where the current home has none, making it more in character with neighboring structures. The addition of the garage pushes the site beyond the allowable lot coverage. The other homes within this block that also have detached garages also have similar lot coverage ratios.
- iv.) *The variance requested is the minimum variance necessary to alleviate the practical difficulty;*
The proposed home is one-story and similar in style to those in the neighborhood. The main floor plan of the home includes two bedrooms, 2-and-a-half bathrooms and a standard two-car garage. The additional living space is located in the lower-level. The footprint of the home has been minimized, so the variance request to exceed allowable lot coverage is as small as possible.
- v.) *Practical Difficulties are caused from the strict application of the Zoning Code as outlined below:*
 - a. *The property owner proposes to use the property in a reasonable manner not permitted by the Zoning Code;*
The proposed intensity of use is reasonable; no change in use will take place as a result of this variance request.
 - b. *The plight of the landowner is due to circumstances unique to the property not created by the landowner; and*
The circumstances on the parcel are not created by the landowner; rather, they are created due to the creation of a livable one-story dwelling unit that matches the character of the homes nearby.
 - c. *The variance, if granted, will not alter the essential character of the locality.*
The variance, if granted, will not alter the essential character of the locality; rather, it allows for the construction of a one-story home that fits the character of

the neighborhood.

- d. *Economic considerations alone do not constitute practical difficulties.*
The practical difficulty results from trying to build a home that meets current basic needs for single-family home on the lot while maintaining a single-story structure that is compatible with the neighborhood.
- e. *The variance is consistent with officially adopted City plans and overlays.*
The proposed variance is consistent with the city code and the R-1 district.

NOTE: because the site is located within the Shoreland Overlay District, the variance request was provided to the MNDNR for comment. As of the date of this report, no comment has been received.

RECOMMENDED ACTION

Based on the findings described in this report, staff recommends the following actions:

1. **Approval** of a variance for the maximum allowable lot coverage on the site: 43.5% where 40% is required.
2. **Approval** of the minor subdivision as requested.

The Planning Commission held a public hearing and deliberated on this item on October 1, 2020. Two residents provided comments on the variance request: one with concerns about the location of the new driveway creating a situation where her property was bordered on both sides by a driveway; the other with concerns that the size and design of the structure was not consistent with the character and context of the area.

The Commission recommended approval of the minor subdivision unanimously and the variance on a 5-1 vote.

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2020-xxx

**A RESOLUTION APPROVING A MINOR SUBDIVISION FOR PROPERTY LOCATED AT
2487 19TH AVENUE E, PID 01-29-22-34-0013**

WHEREAS, the City of North St. Paul has requested approval of a minor subdivision; and

WHEREAS, the property is legally described as follows: Lot 24, Block 2, Longview Addition, Ramsey County, Minnesota; and

WHEREAS, the applicant has provided an application including all materials required by City Code Chapter 154 Appendix A, Table 2, and;

WHEREAS, the proposed minor subdivision meets the requirements of City Code Chapter 153 and the dimensional standards of Chapter 154, and;

WHEREAS, the proposed minor subdivision is consistent with the Comprehensive Plan; and,

WHEREAS, as required by City Ordinance, the Planning Commission held a public hearing on October 1, 2020. The Planning Commission gave everyone at the hearing a chance to speak and present written statements; and

WHEREAS, the Planning Commission recommended approval of the minor subdivision based on the findings of fact in the staff report.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
NORTH ST. PAUL**, the Minor Subdivision for 2487 19th Avenue E, PID 01-29-22-34-0013, is hereby approved according to the plans reviewed by the Planning Commission and City Council

ADOPTED this 6th day of October, 2020.

Motion by Council Member
Second by Council Member

Voting: Aye: Council Member
 Council Member
 Council Member
 Council Member
 Mayor Furlong
 Nay: None
 Abstain: None
 Absent: None

Terry Furlong, Mayor

Attest: _____
Scott Duddeck, City Manager/ Clerk

**CITY OF NORTH ST. PAUL
RESOLUTION NO. 2020-XXX**

**RESOLUTION APPROVING
A VARIANCE FROM CHAPTER 154, APPENDIX A, TABLE 4
OF THE NORTH ST. PAUL CITY CODE**

WHEREAS, on September 10, 2020, the City of North St. Paul, Applicant and Owner, applied for a variance from the City Code for the property legally described as:

Lot 24, Block 2, Longview Addition, Ramsey County, Minnesota. PID: 01-29-22-34-0013;

WHEREAS, on October 1, 2020, after published and mailed notice in accordance with Minnesota Statutes and the City Code, the Planning Commission, acting as the Board of Adjustment and Appeals, held a public hearing, at which time all persons desiring to be heard concerning this application were given the opportunity to speak thereon;

WHEREAS, on October 1, 2020, the Planning Commission recommended approval of the variance; and

WHEREAS, on October 6, 2020, the City Council directed preparation of findings for approval of the variance.

NOW, THEREFORE, BE IT RESOLVED that the City Council of North St. Paul, Minnesota hereby approves the requested variance as described herein based on one or more of the following findings of fact concerning this property:

FINDINGS OF FACT:

- A1. The analysis contained within staff memos and the exhibits attached to the aforesaid memos, all minutes from the above mentioned meetings, and any and all other materials distributed at these meetings are hereby incorporated by reference.
- A2. The Subject Property is zoned R-1, Single Family Residential and is within the Shoreland Overlay District.
- A3. Applicant has applied for the following variance[s]:
 - i. Allowance of a lot coverage of 43.5% where a maximum 40% is allowed

ANALYSIS:

- B1. The variance request is consistent with the general purposes and intent of the City Zoning Chapter. The intent of the R-1 District is, in part, to “promote quality housing design and rehabilitation” and to “ensure that new buildings...are designed with sensitivity to their context in terms of building placement, architectural materials, height, proportions, garage and driveway placement, landscaping and similar design features.” The City Council finds that the proposed variance will result in a home that is sensitive to the context of the area.
- B2. Variances shall only be permitted when the variances are consistent with the comprehensive plan. The variance will not result in a change of use from the current single-family residential use of the property
- B3. Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance. “Practical difficulties,” as used in connection with the granting of a variance, means that:
 - i. The property owner in question proposes to use the property in a reasonable manner, however, the proposed use is not permitted by the zoning ordinance. The use of a single family home is reasonable for the district. The proposed increase in lot coverage will allow for a more livable home to be constructed.
 - ii. The plight of the landowner is due to circumstances unique to his property not created by the landowner. Unique circumstances are due to the existing legal non-conforming lot size.
 - iii. The variance, if granted, will not alter the essential character of the locality. The proposed single-story construction enabled by the variance is consistent with the character of the area.
- B4. Economic considerations alone do not constitute practical difficulties.
- B7. The Council may not permit as a variance any use that is not allowed under the City Zoning Chapter for property in the zone where the affected person's land is located. The proposed single-family residence is a permitted use in the R-1 district.
- B9. The variance will not adversely affect the health, safety, or general welfare of the city.
- B10. The variance is necessary due to special conditions applying to the structures or land in question that are particular to the property and do not apply generally to other land or structures in the district or vicinity in which the land is located.
- B11. The variance is the minimum variance necessary to alleviate the practical difficulty.

B12. The variance is consistent with officially adopted city plans and overlays.

DECISION:

The Applicant's request for a variance from Section 154.004 (E), of the North St. Paul City Code is hereby approved, subject to the following conditions, if any, which are necessary to protect the public health, safety, and general welfare and which are directly related to and bear a rough proportionality to the impact created by the variance:

No conditions have been set for the Variance request.

PASSED AND ADOPTED by the City Council of the City of North St. Paul, Minnesota this 6th day of October, 2020.

BY: _____
Terry Furlong, Mayor

ATTEST:

Scott Duddeck, City Manager/ Clerk

CERTIFICATE OF SURVEY

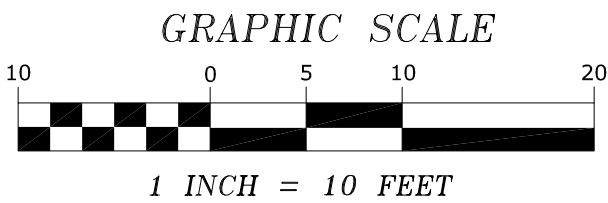
~for~ THE CITY OF NORTH ST. PAUL
~of~ 2487 19TH AVENUE E.
NORTH ST. PAUL, MN 55109

PROPERTY DESCRIPTION

Lot 14, Block 2, LONGVIEW ADDITION, Ramsey County, Minnesota.



NORTH



LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 41578
- DENOTES EXISTING SPOT ELEVATION
- DENOTES EXISTING CONTOURS
- DENOTES FENCE
- DENOTES RETAINING WALL
- DENOTES MAILBOX
- DENOTES GUY WIRE
- DENOTES POWER POLE AND OVERHEAD WIRES
- DENOTES SANITARY SEWER MANHOLE
- DENOTES BITUMINOUS SURFACE
- DENOTES CONCRETE SURFACE
- DENOTES PAVER SURFACE

TREE DETAIL

- DENOTES ELEVATION
- DENOTES TREE QUANTITY
- DENOTES TREE SIZE IN INCHES
- DENOTES TREE TYPE

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

JASON E. RUD

Date: 8/7/2020 License No. 41578

NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 8/4/2020.
- Bearings shown are on Ramsey County datum.
- Parcel ID Number: 01-29-22-34-0013.
- Total parcel area = 6,082 sq. ft.
- Curb shots are taken at the top and back of curb.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.

BENCHMARK

BENCHMARK: ADD DESCRIPTION, DATUM AND ELEVATION HERE.

DRAWN BY: BAB	JOB NO: 200889HS	DATE: 8/6/2020
CHECK BY: JER	FIELD CREW: JR	
1		
2		
3		
NO.	DATE	DESCRIPTION
		BY

E. G. RUD & SONS, INC.
EST. 1977
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701

www.egrud.com

CERTIFICATE OF SURVEY

~for~ THE CITY OF NORTH ST. PAUL
~of~ 2487 19TH AVENUE E.
NORTH ST. PAUL, MN 55109

PROPERTY DESCRIPTION

Lot 14, Block 2, LONGVIEW ADDITION, Ramsey County, Minnesota.

PROPOSED ELEVATIONS

(9'4" POURED WALL BASEMENT)

TOP OF WALL = 994.5
GARAGE FLOOR = 994.1
LOWEST FLOOR = 985.5
TOP OF FOOTING = 985.2

DIAGONAL: 49.00 X 72.00 = 87.09

IMPERVIOUS COVERAGE

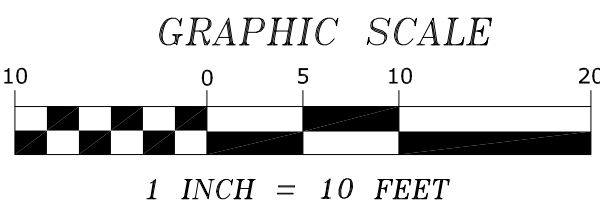
Total parcel area = 6,082 sq. ft.

Proposed house foundation = 2,297 sq. ft.
Proposed driveway = 429 sq. ft.
Proposed sidewalk = 109 sq. ft.

Total impervious area = 2,835 sq. ft. (46.6%)

Parcel area after 5 foot acquisition = 6,513 sq. ft.
Total impervious area = 2,835 sq. ft. (43.5%)

NORTH



LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 41578
- DENOTES EXISTING SPOT ELEVATION
- DENOTES EXISTING CONTOURS
- DENOTES FENCE
- DENOTES RETAINING WALL
- DENOTES MAILBOX
- DENOTES GUY WIRE
- DENOTES POWER POLE AND OVERHEAD WIRES
- DENOTES SANITARY SEWER MANHOLE
- DENOTES BITUMINOUS SURFACE
- DENOTES CONCRETE SURFACE
- DENOTES PAVER SURFACE

TREE DETAIL

- DENOTES ELEVATION
- DENOTES TREE QUANTITY
- DENOTES TREE SIZE IN INCHES
- DENOTES TREE TYPE

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

JASON E. RUD

Date: 9/10/2020 License No. 41578

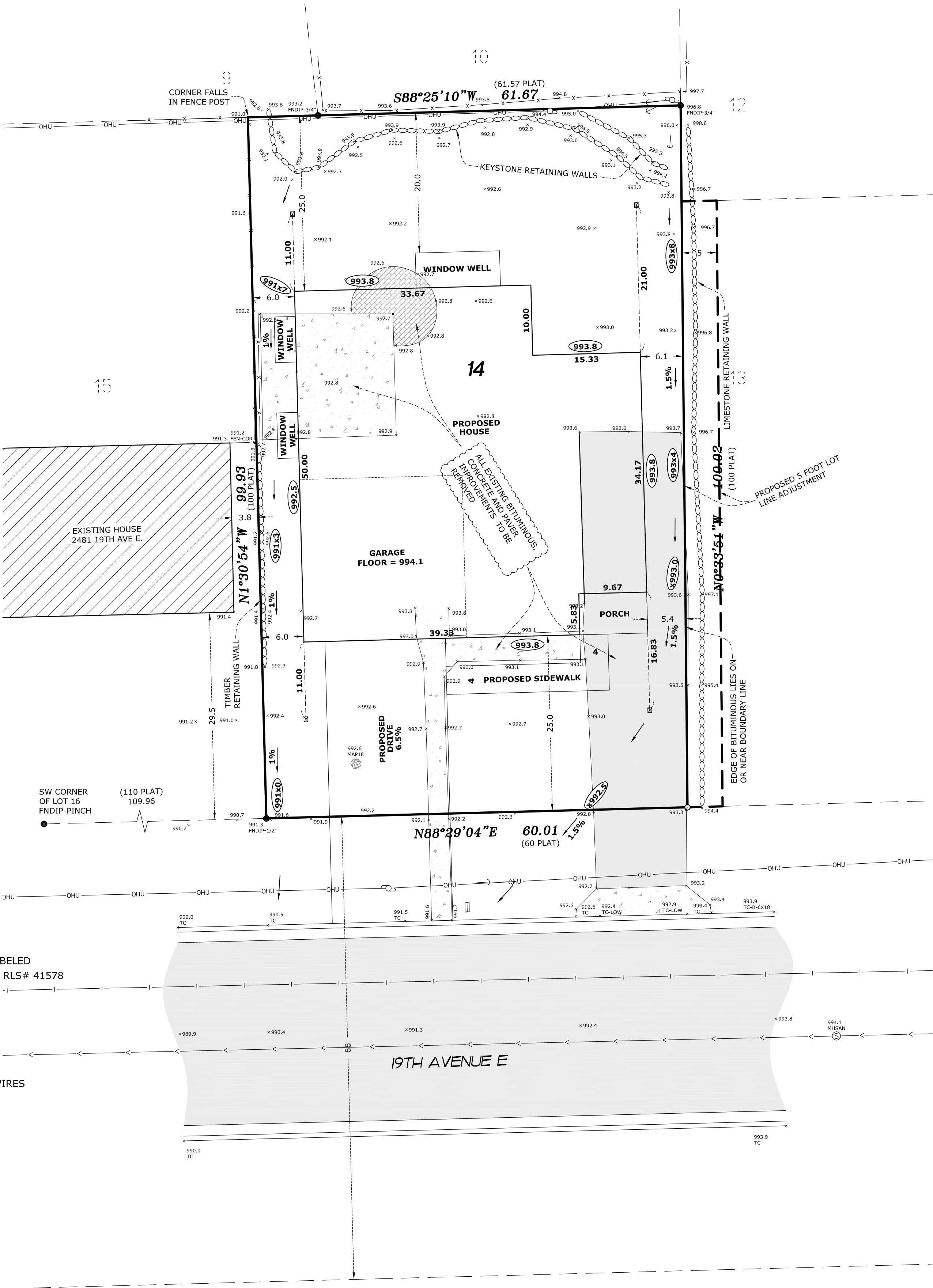
NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 8/4/2020.
- Bearings shown are on Ramsey County datum.
- Parcel ID Number: 01-29-22-34-0013.
- Total parcel area = 6,082 sq. ft.
- Curb shots are taken at the top and back of curb.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.

BENCHMARK

MNDOT GSID STATION #106361
MNDOT STATION NAME: ACE
ELEVATION: 937.793 (NAVD 88)

DRAWN BY: BAB	JOB NO: 200889HS	DATE: 8/6/2020
CHECK BY: JER	FIELD CREW: JR	
1 9/3/2020	ADD PROPOSED HOUSE	BAB
2 9/10/2020	CITY COMMENTS	BAB
3		
NO.	DATE	DESCRIPTION
		BY



E. G. RUD & SONS, INC.
EST. 1977
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701

LOT LINE ADJUSTMENT

~for~ THE CITY OF NORTH ST. PAUL
~of~ 2487 19TH AVENUE E.
NORTH ST. PAUL, MN 55109

EXISTING PROPERTY DESCRIPTIONS

(2487 19TH AVENUE E.)
Lot 14, Block 2, LONGVIEW ADDITION, Ramsey County, Minnesota.

(2711 HELEN STREET N.)
Lot 13, Block 2, LONGVIEW ADDITION, Ramsey County, Minnesota.

DESCRIPTION OF PARCEL TO BE CONVEYED

The west 5.00 feet of Lot 13, Block 2, LONGVIEW ADDITION,
Ramsey County, Minnesota.

 DENOTES PARCEL TO BE CONVEYED (432 sq. ft.)

PROPOSED PARCEL DESCRIPTIONS

(2487 19TH AVENUE E. - 6,513 sq. ft.)
Lot 14, Block 2, and the west 5.00 feet of Lot 13, Block 2, LONGVIEW ADDITION,
Ramsey County, Minnesota.

(2711 HELEN STREET N. - 6,887 sq. ft.)
That part of Lot 13, Block 2, LONGVIEW ADDITION, Ramsey County, Minnesota,
which lies east of the west 5.00 feet thereof.

DRAINAGE AND UTILITY EASEMENT DESCRIPTIONS

(2487 19TH AVENUE E.)
A perpetual easement for drainage and utility purposes over, under and across the
west 5.00 feet; the south 10.00 feet; the north 10.00 feet; and the north 18.65
feet of the east 5.00 feet of Lot 14, Block 2, LONGVIEW ADDITION, Ramsey
County, Minnesota.

AND

A perpetual easement for drainage and utility purposes over, under and across the
west 5.00 feet of Lot 13, Block 2, LONGVIEW ADDITION, Ramsey County,
Minnesota.

(2487 19TH AVENUE E.)
A perpetual easement for drainage and utility purposes over, under and across the
west 10.00 feet; the south 10.00 feet; the east 10.00 feet; and the north 5.00 feet
of the following described parcel:

That part of Lot 13, Block 2, LONGVIEW ADDITION, Ramsey County,
Minnesota, which lies east of the west 5.00 feet thereof.

NOTES

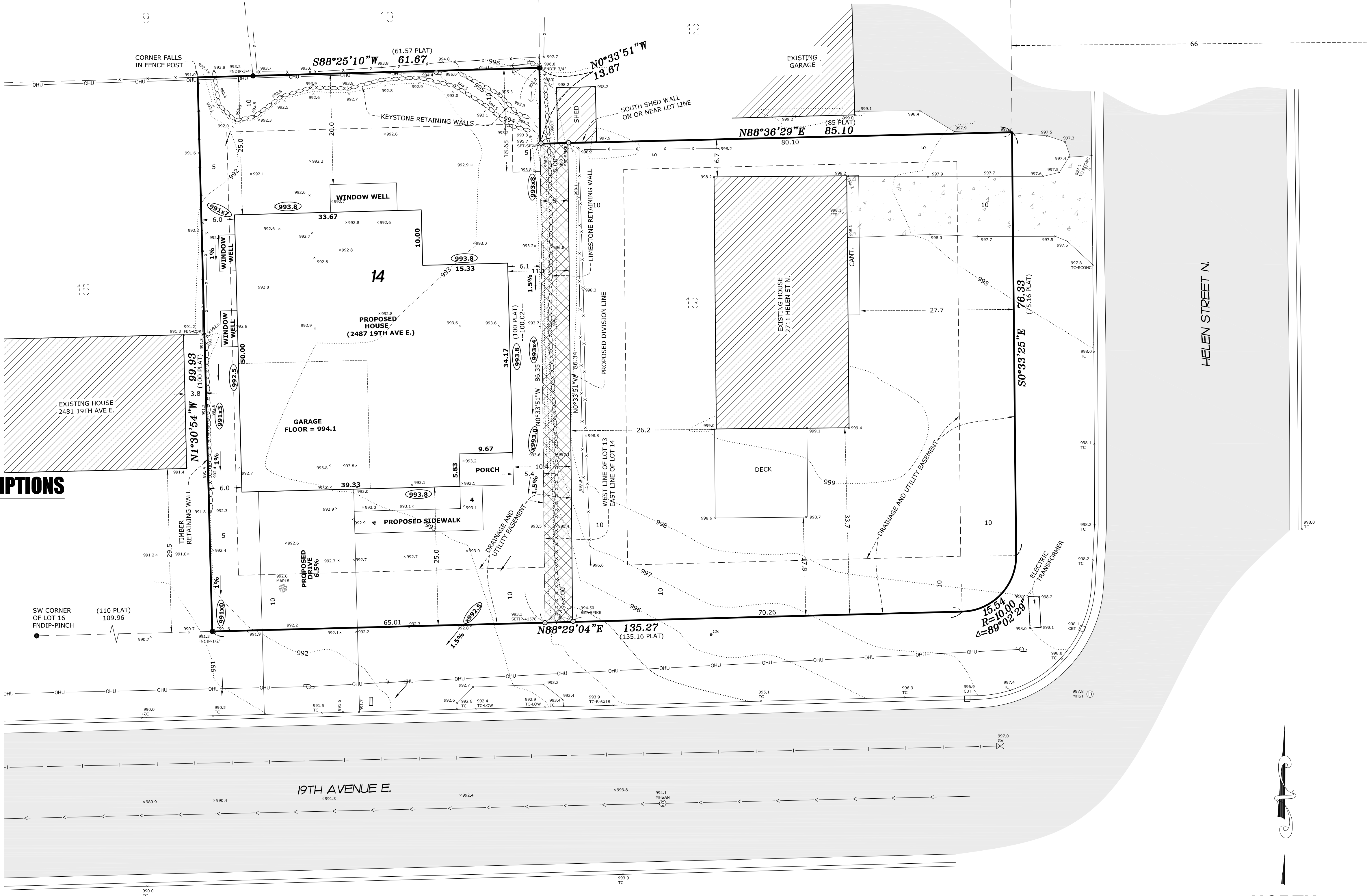
- Field survey was completed by E.G. Rud and Sons, Inc. on 8/4/2020.
- Bearings shown are on Ramsey County datum.
- Parcel ID Numbers: 01-29-22-34-0013 (2487 19th Ave N.)
01-29-22-24-0012 (2711 Helen St N.)
- Curb shots are taken at the top and back of curb.
- This survey was prepared without the benefit of title work. Additional easements,
restrictions and/or encumbrances may exist other than those shown hereon. Survey
subject to revision upon receipt of a current title commitment or an attorney's title
opinion.

LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 41578
- x 952.36 DENOTES EXISTING SPOT ELEVATION
- DENOTES EXISTING CONTOURS
- x x DENOTES FENCE
- o o o o o DENOTES RETAINING WALL
- ≡ DENOTES MAILBOX
- DENOTES GUY WIRE
- DENOTES POWER POLE AND OVERHEAD WIRES
- ⊙ DENOTES SANITARY SEWER MANHOLE
- DENOTES BITUMINOUS SURFACE
- DENOTES CONCRETE SURFACE
- DENOTES PAVER SURFACE

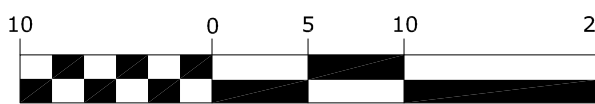
TREE DETAIL

- 992.25 DENOTES ELEVATION
- 2 DENOTES TREE QUANTITY
- 20 DENOTES TREE SIZE IN INCHES
- DENOTES TREE TYPE



NORTH

GRAPHIC SCALE



1 INCH = 10 FEET

BENCHMARK

MNDOT GSID STATION #106361
MNDOT STATION NAME: ACE
ELEVATION: 937.793 (NAVD 88)



E. G. RUD & SONS, INC.
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701

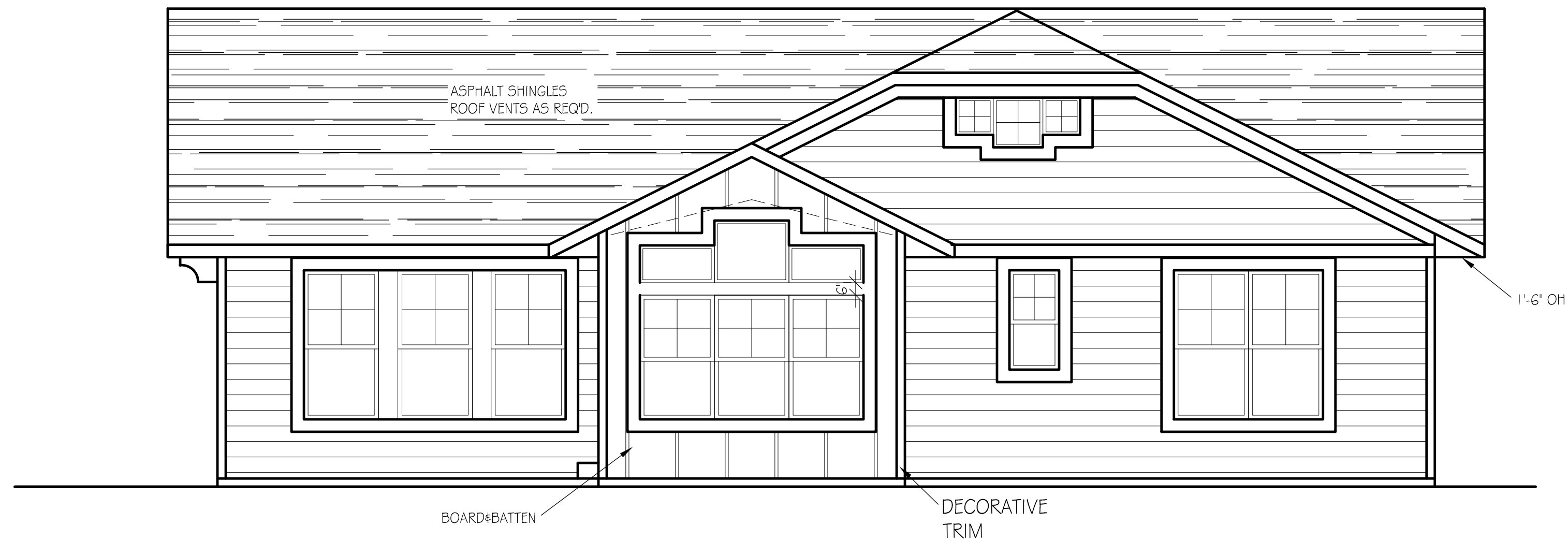
www.egrud.com

I hereby certify that this survey, plan
or report was prepared by me or under
my direct supervision and that I am a
duly Registered Land Surveyor under
the laws of the State of Minnesota.

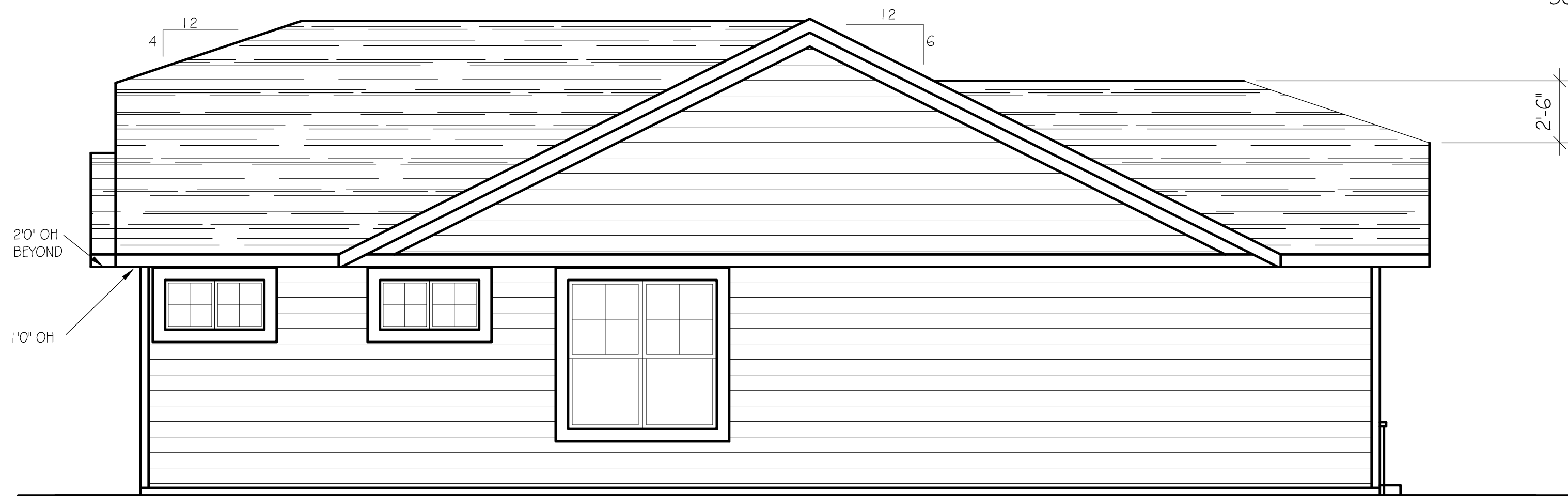

JASON E. RUD

Date: 9/16/2020 License No. 41578

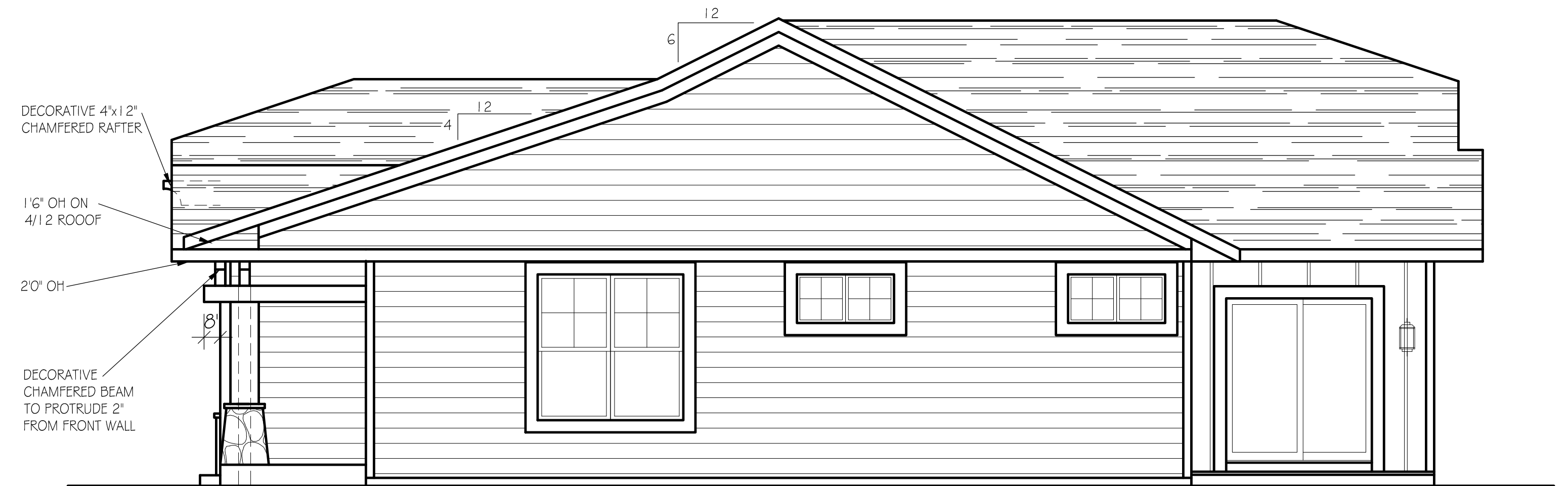
DRAWN BY: BAB	JOB NO: 200889HS	DATE: 9/15/2020
CHECK BY: JER	FIELD CREW: JR	
1		
2		
3		
NO.	DATE	DESCRIPTION
		BY



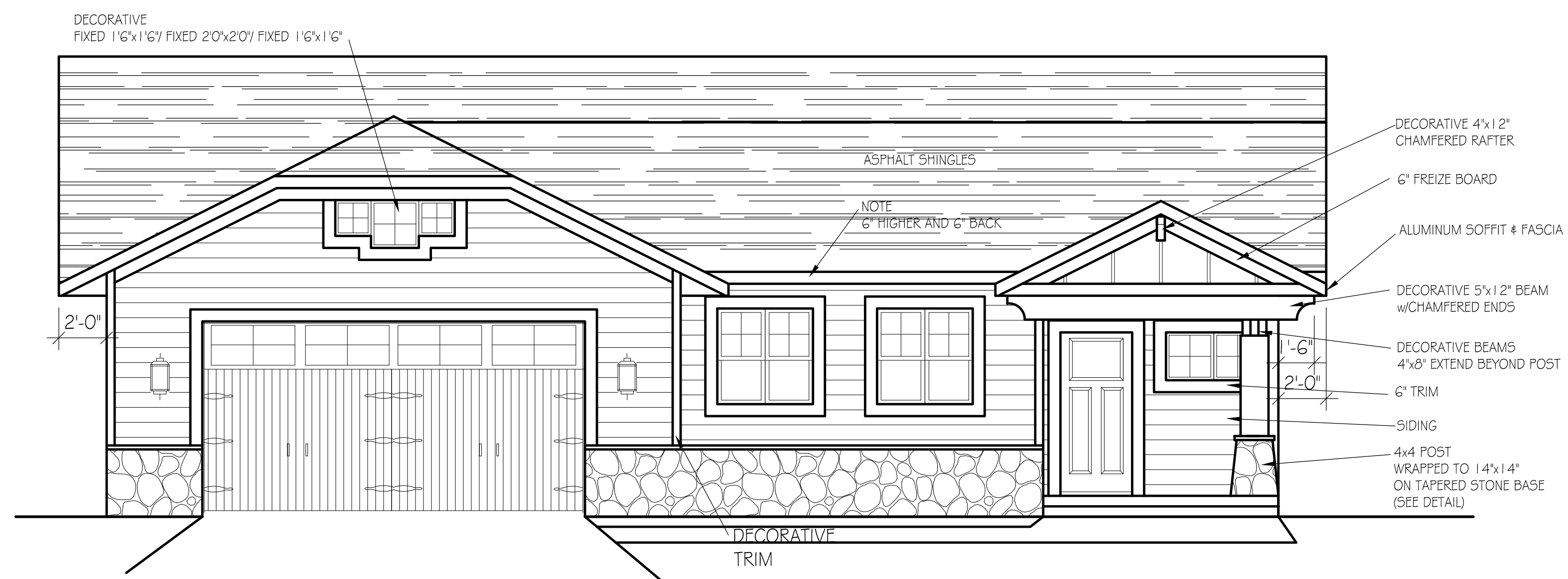
REAR ELEVATION
SCALE: 1/4" = 1'-0"



LEFT ELEVATION
SCALE: 1/4" = 1'-0"



RIGHT ELEVATION
SCALE: 1/4" = 1'-0"

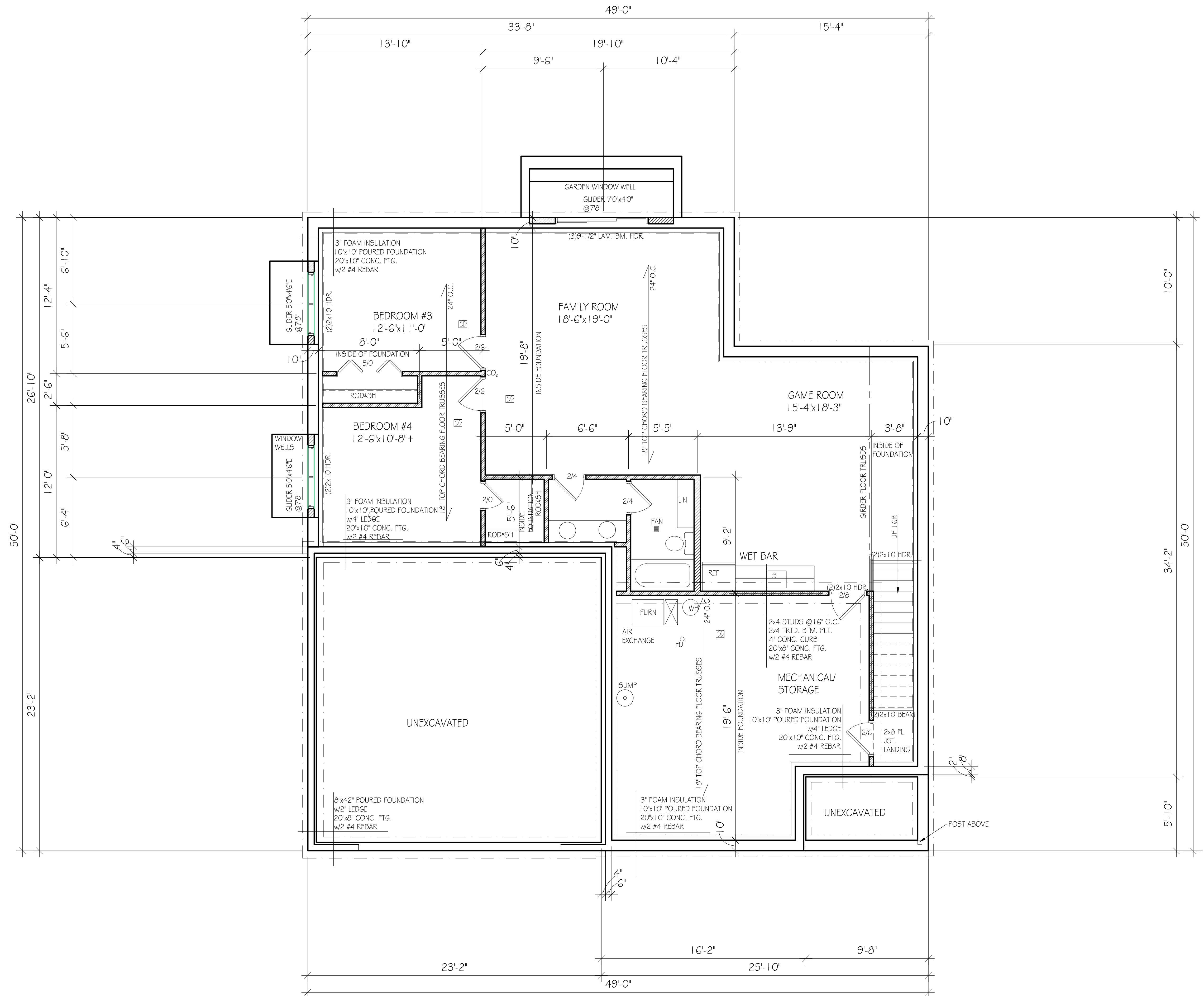


FRONT ELEVATION
SCALE: 1/4" = 1'-0"



CORNERSTONE CUSTOM DESIGN ASSUMES NO RESPONSIBILITY FOR STRUCTURAL OR DIMENSIONAL ERRORS OR OMISSIONS. THE CONTRACTOR AND/OR OWNER MUST VERIFY AND CHECK ALL NOTES, DETAILS, ELEVATIONS, SECTIONS AND FLOOR PLANS PRIOR TO THE START OF CONSTRUCTION, AND BE RESPONSIBLE FOR THE SAME.

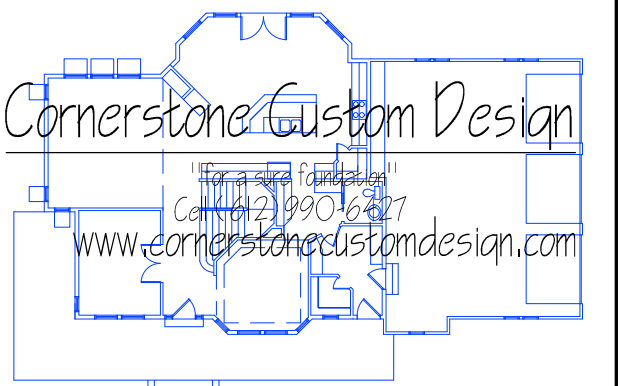
SCALE: 1/4" = 1'-0"	APPROVED BY:	DRAWN BY: L.D. JOHNSON
DATE: 8-28-20		ELEVATIONS
2487 19TH AVENUE		
PLAN #200807		PG 10F4



FOUNDATION PLAN

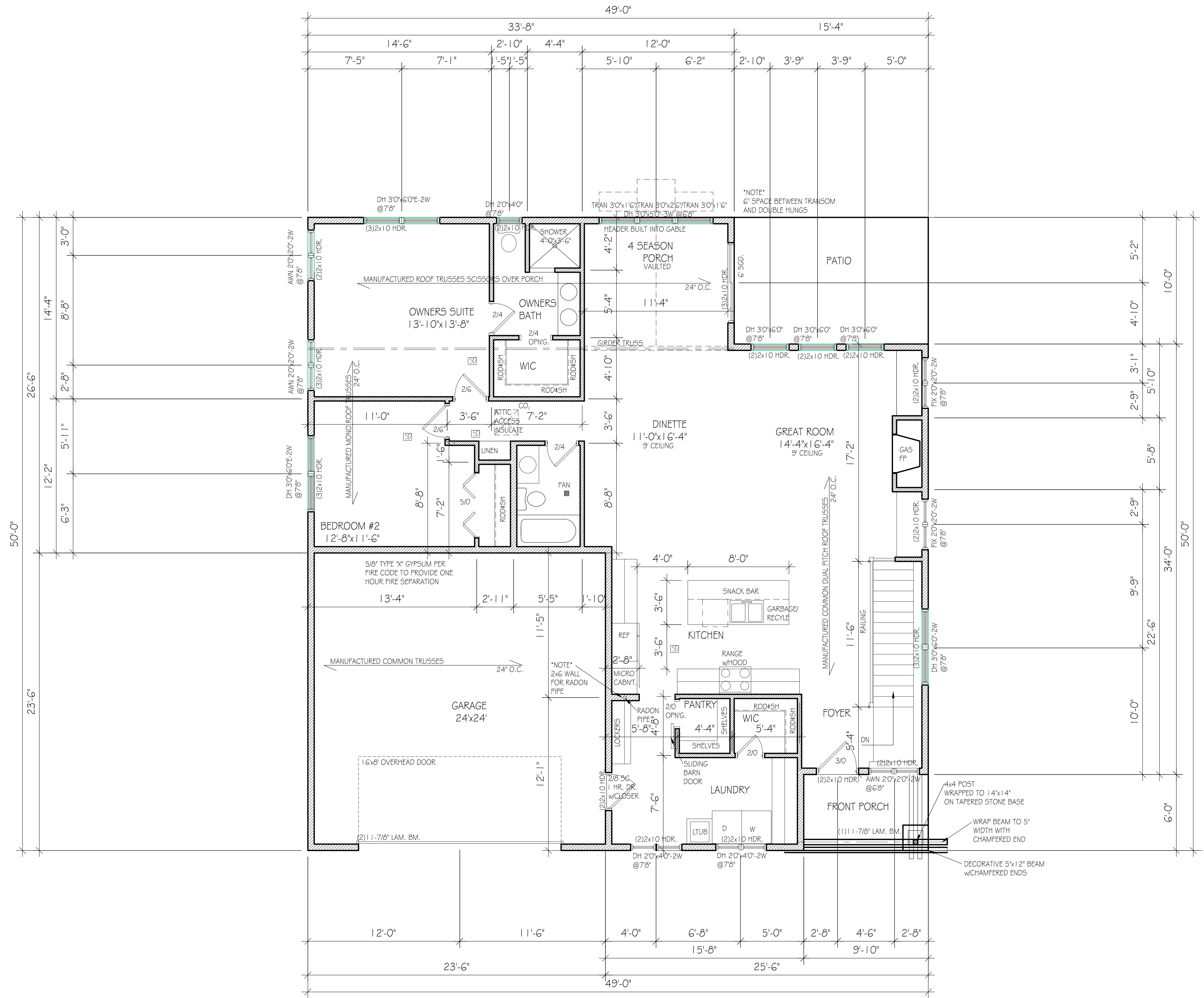
1685 sq. ft.
1285 fin. sq. ft.

SCALE: 1/4" = 1'-0"



CORNERSTONE CUSTOM DESIGN ASSUMES NO RESPONSIBILITY FOR STRUCTURAL OR DIMENSIONAL ERRORS OR OMISSIONS. THE CONTRACTOR AND/OR OWNER MUST VERIFY AND CHECK ALL NOTES, DETAILS, ELEVATIONS, SECTIONS AND FLOOR PLANS PRIOR TO THE START OF CONSTRUCTION, AND BE RESPONSIBLE FOR THE SAME.

SCALE: 1/4" = 1'-0"	APPROVED BY:	DRAWN BY: L.D. JOHNSON
DATE: 8-28-20		FOUNDATION PLAN
2487 19TH AVENUE		
PLAN #200807		PG 20F4

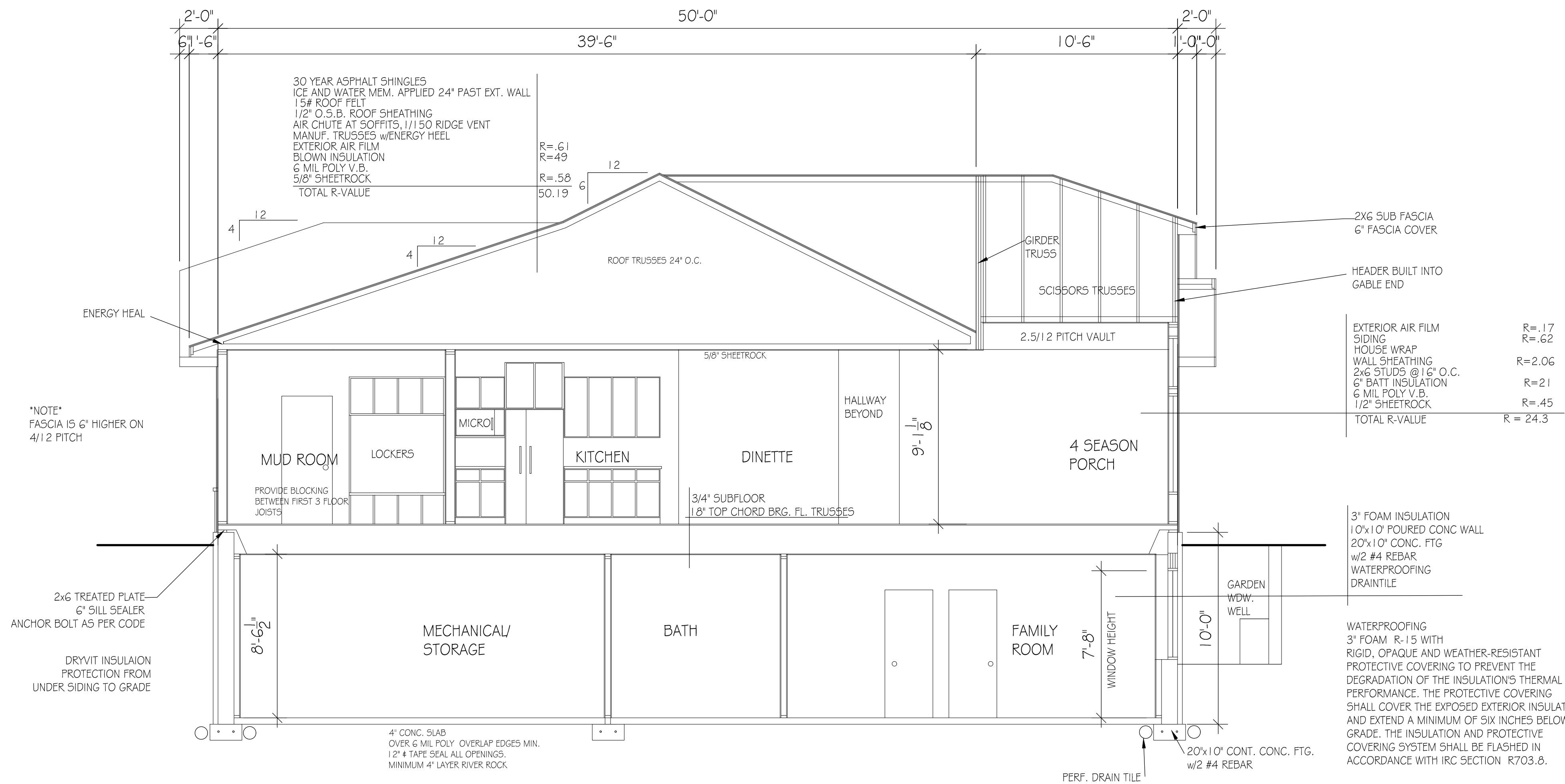


MAIN FLOOR PLAN
1685 sq. ft. SCALE: 1/4" = 1'-0"

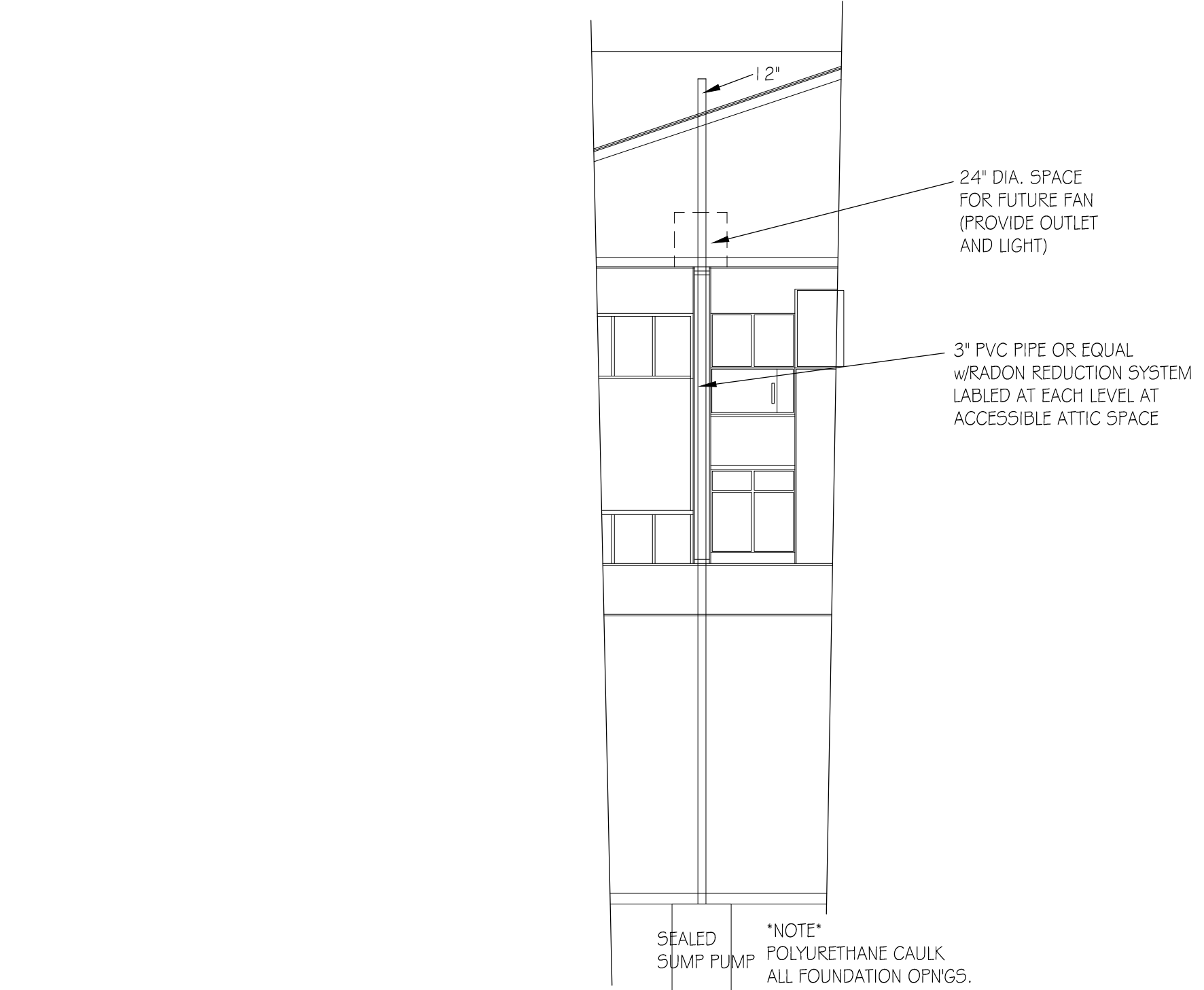
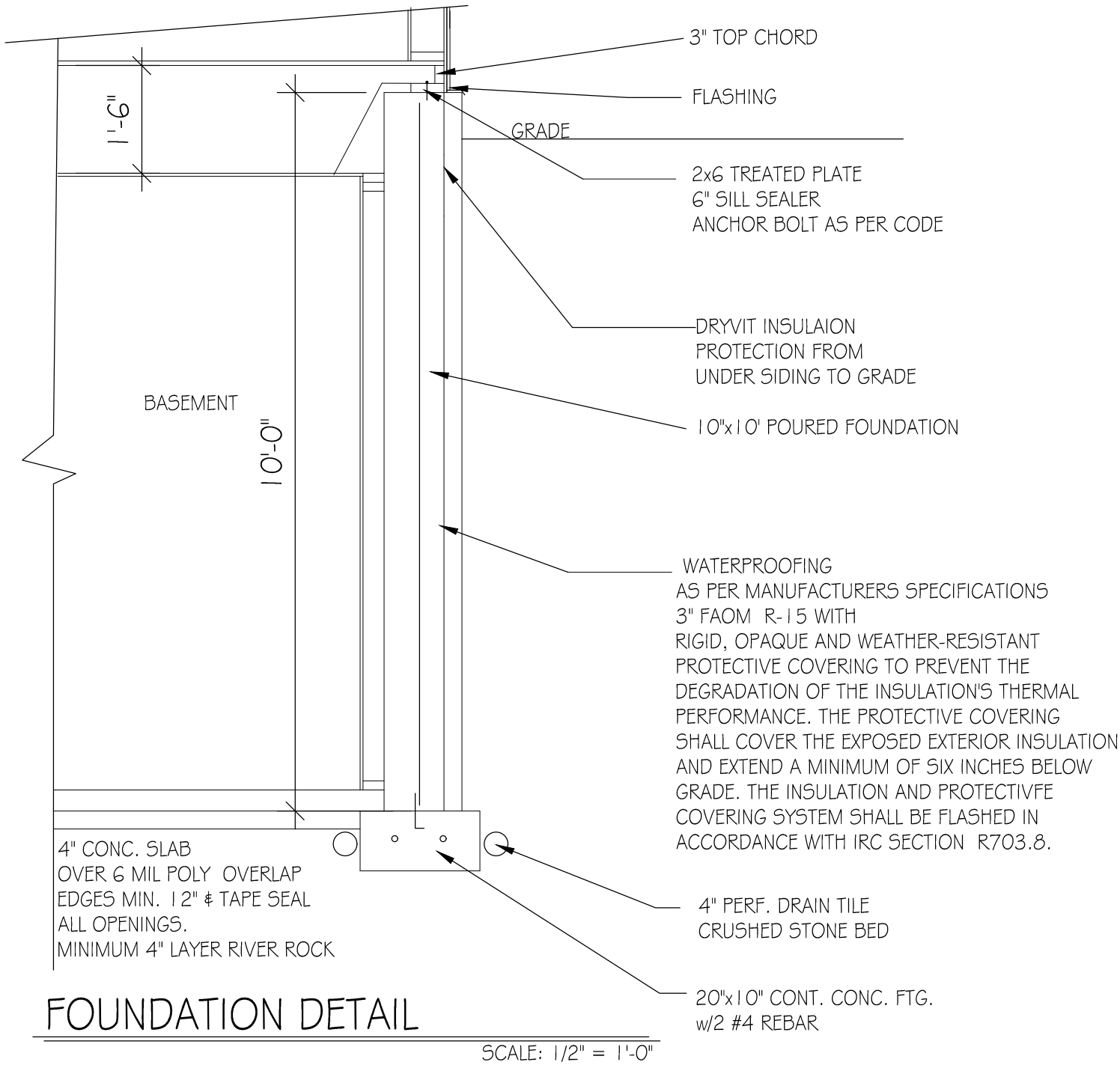


CORNERSTONE CUSTOM DESIGN ASSUMES NO RESPONSIBILITY FOR STRUCTURAL OR DIMENSIONAL ERRORS OR OMISSIONS. THE CONTRACTOR AND/OR OWNER MUST VERIFY AND CHECK ALL NOTES, DETAILS, ELEVATIONS, SECTIONS AND FLOOR PLANS PRIOR TO THE START OF CONSTRUCTION, AND BE RESPONSIBLE FOR THE SAME.

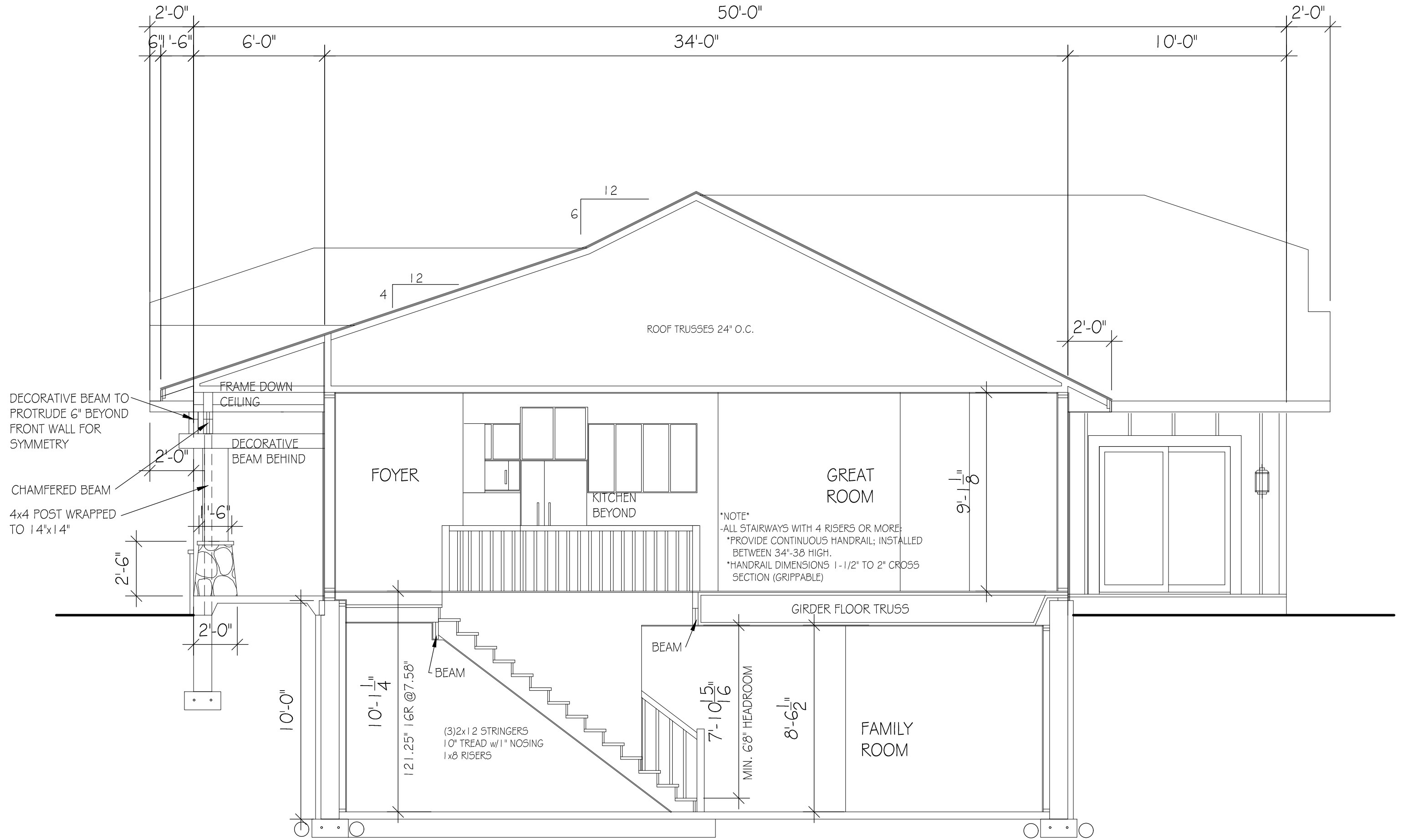
SCALE: 1/4" = 1'-0"	APPROVED BY:	DRAWN BY: L.D. JOHNSON
DATE: 8-28-20		MAIN FLOOR PLAN
2487 19TH AVENUE		
PLAN #200807		PG 30F4



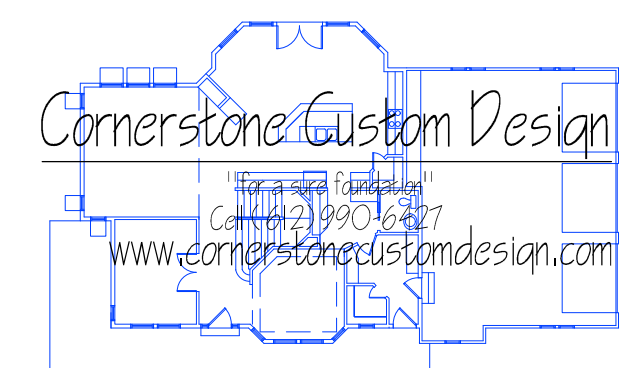
CROSS SECTION 'A'
SCALE: 1/4" = 1'-0"



PASSIVE RADON MITIGATION SYSTEM
SCALE: 1/4" = 1'-0"



CROSS SECTION 'B'
SCALE: 1/4" = 1'-0"



CORNERSTONE CUSTOM DESIGN ASSUMES NO RESPONSIBILITY FOR STRUCTURAL OR DIMENSIONAL ERRORS OR OMISSIONS. THE CONTRACTOR AND/OR OWNER MUST VERIFY AND CHECK ALL NOTES, DETAILS, ELEVATIONS, SECTIONS AND FLOOR PLANS PRIOR TO THE START OF CONSTRUCTION, AND BE RESPONSIBLE FOR THE SAME.

SCALE: SEE PLAN	APPROVED BY:	DRAWN BY: L.D. JOHNSON
DATE: 8-28-20	SECTIONS	
2487 19TH AVENUE-PRELIMINARY		
PLAN #200807		PG 40F4

Agenda Information Memorandum
North St. Paul City Council
October 6, 2020

FROM THE OFFICE OF THE CITY ENGINEER

Agenda placement: CITY BUSINESS

Subject: APPROVE QUOTE AND AWARD CONTRACT FOR MARY JOE LANE SANITARY
SEWER EXTENSION

To: Honorable Mayor and City Council

Background/Facts:

- Sanitary sewer services have been identified on Mary Joe Lane that are connected to the Tierney Avenue sanitary sewer and do not meet current standards. Specifically, 1899 Mary Joe Lane is connected to the city sanitary sewer in Tierney Avenue through a long service that needs to be replaced, because city sanitary sewer was never originally installed to be accessible by and directly in front of the property.
- Perpetuating a long and nonstandard sanitary sewer service under the roadway presents a maintenance concern for Public Works under the Mary Joe Lane roadway. This configuration is easily correctable by adding a short (145 foot) extension to the end of the Tierney Avenue sanitary sewer main with a manhole for maintenance, and reconnecting 1899 and 1889 Mary Joe Lane to this new extension, which is the preferred and standard configuration for ongoing maintenance for both the city and the property owners.
- Two quotes for the sanitary sewer work were solicited by Public Works ranging from \$31,734.49 to \$36,186.12. The low quote was provided by SGP Contracting, Inc. in the amount of \$31,734.49.

Recommendation: To award a contract to SGP Contracting, Inc. in the amount of \$31,734.49 to extend the sanitary sewer on Mary Joe Lane.

Respectfully submitted,

Morgan Dawley
City Engineer

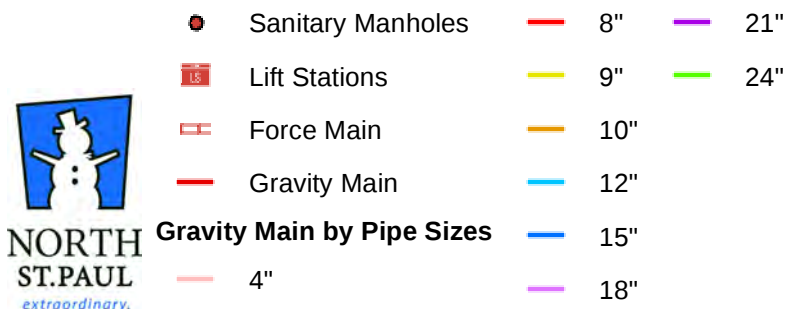
APPROVED FOR AGENDA ENCLOSURE:

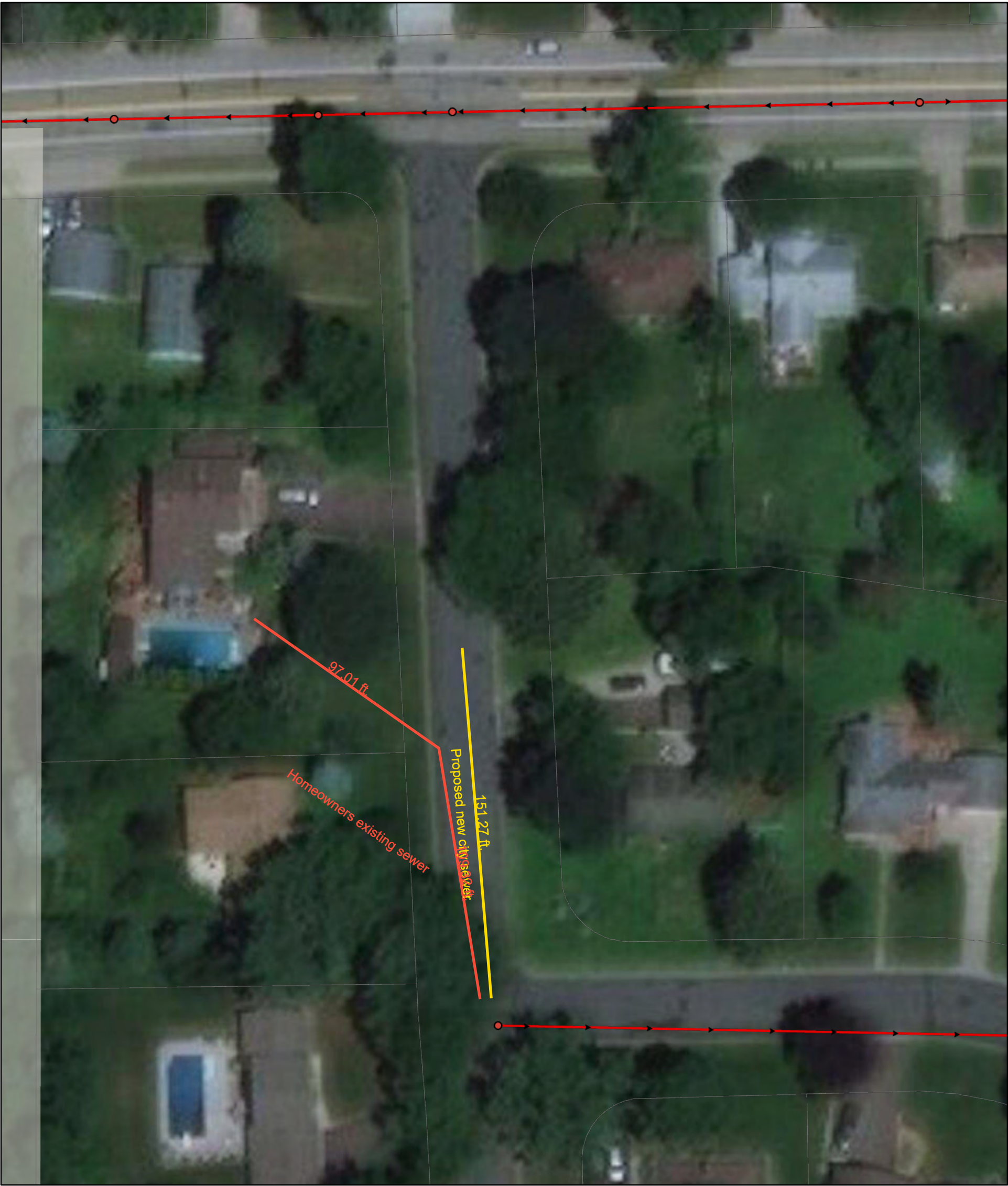
Scott Duddeck
City Manager

Mary Jo Sanitary Sewer Extension

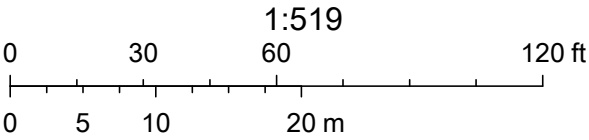


1 in = 376 ft





October 2, 2020



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community
Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community



Prepared By: John Johnson
john@midstateexcavatingmn.com
O: 651-342-0142
C: 651-285-9932

Mary Jo Road

ITEM#	Description	QNTY	Unit	\$/Unit	Total
1	Mobilization				
	Traffic Control				
	Removals				
	Saw Cut	400	Lf		
	Remove Asphalt	3500	Sf		
	Utilities				
	Sanitary Sewer	145.00	Lf		
	Sanitary Manhole	9.00	Vf		
	Core Drill Existing Manhole w/Boot	1.00	ea		
	Residential Services	2.00	ea		
	Paving	3500.00	Sf		\$ 8,600.00
Total					\$ 36,186.12

DOCUMENT # _____

JOB: _____
DATE: _____

LABOR					MATERIAL				EQUIPMENT							
# of men	Position Title	Hours	Rate	Amount	Qty	Description	Rate	Amount	Qty.	Description	Time	Rates	Amount			
1	Foreman	20	\$ 96.42	\$ 1,928.40	32	Sand Tns if needed	\$ 4.31	\$ 138.05	1	PC 300 komatsu	16	\$ 94.00	\$ 1,504.00			
1	Hoe Operator	20	\$ 94.48	\$ 1,889.60	61	Class 5 tn	\$ 7.01	\$ 427.63	1	kubota 75 skidloader	20	\$ 53.75	\$ 1,075.00			
1	Laborer	20	\$ 66.85	\$ 1,337.00	32	aphalt disposal	\$ -	\$ -	1	Lowboy	5	\$ 150.00	\$ 750.00			
1	Pipe layer	20	\$ 68.85	\$ 1,377.00	1	8x6 wye w/bend ferco	\$ 88.32	\$ 88.32	1	Dump truck	14	\$ 120.00	\$ 1,680.00			
1	Bottom Man	20	\$ 66.85	\$ 1,337.00	45	6" pvc san service pipe	\$ 3.77	\$ 169.86	1	Pickup truck	20	\$ 13.00	\$ 260.00			
			\$ -	\$ -	100	8" san sewer main sdr 35	\$ 4.15	\$ 415.32	1	Sewer van w/tool	20	\$ 38.00	\$ 760.00			
			\$ -	\$ -	1	Sanitary MH 8' w/boots	\$ 3,385.06	\$ 3,385.06	1	Trench Box	2	\$ 325.00	\$ 650.00			
			\$ -	\$ -	62	MH, common excav. disp	\$ 5.00	\$ 310.00	1	350 JD Loader	20	\$ 69.00	\$ 1,380.00			
			\$ -	\$ -	10	Black dirt	\$ 15.50	\$ 155.00					\$ -			
			\$ -	\$ -				\$ -					\$ -			
			\$ -	\$ -				\$ -					\$ -			
			\$ -	\$ -				\$ -					\$ -			
			\$ -	\$ -				\$ -					\$ -			
				\$ -				\$ -					\$ -			
SUB-TOTAL (taxable wage)				\$ 7,869.00	TOTAL OF MATERIAL				\$ 5,089.24	SUB-TOTAL				\$ 8,059.00		
				\$ -						PLUS				\$ -		
SUB-TOTAL				\$ 7,869.00						TOTAL OF EQUIPMENT				\$ 8,059.00		
Overtime										OTHER						
				\$ -	TOTAL SPECIALTY CONTR.											
				\$ -												
					2600 bituminous apshalt Schifsky SF				3.10					8,060.00		
					25 Curb - Schifsky - LF				75.00					1,875.00		
					175 Sawcut asphlat				4.47					782.25		
					1 Traffic control - thur city											
				\$ -												
				\$ -												
				\$ -												
				\$ -												
				\$ -												
TOTAL OF LABOR				\$ 7,869.00	TOTAL Material and Subs				\$ 15,806.49	GRAND TOTAL				\$ 31,734.49		

138 of 175

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2020-xxx

City Business

**RESOLUTION APPROVING QUOTE AND AWARD CONTRACT FOR MARY JOE
LANE SANITARY SEWER EXTENSION**

WHEREAS, Sanitary sewer services have been identified on Mary Joe Lane that are connected to the Tierney Avenue sanitary sewer and do not meet current standards.

WHEREAS, two quotes for the sanitary sewer work were solicited by Public Works. The low quote was provided by SGP Contracting, Inc.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA, to award a contract to SGP Contracting, Inc. in the amount of \$31,734.49 to extend the sanitary sewer on Mary Joe Lane.

ADOPTED this 6th day of October, 2020.

Motion by Council Member

Second by Council Member

Voting: Aye: Council Member Thorsen
Council Member Petersen
Council Member Walczak
Council Member Sonnek
Mayor Furlong

Nay: None

Absent: None

Abstain: None

Terrence J. Furlong, Mayor

Attest: _____
Scott A. Duddeck, City Manager

Agenda Information Memorandum
North St. Paul City Council
October 6, 2020

FROM THE OFFICE OF THE CITY ENGINEER

Agenda placement: CITY BUSINESS

Subject: APPROVE QUOTES AND AWARD CONTRACT FOR TREE REMOVAL - RAMSEY WASHINGTON METRO WATERSHED DISTRICT MAINTENANCE PROJECT

To: Honorable Mayor and City Council

Background/Facts:

- Ramsey Washington Metro Watershed District (RWMWD) performs annual maintenance projects throughout the District, with the goals of improving water quality, enhancing natural habitat and wetlands, controlling invasive species, and other associated benefits to streams, wetlands, ponds, and lakes. Most of the City of North St. Paul lies within RWMWD's boundaries, with the Silver Lake area being an exception which is within the Valley Branch Watershed District.
- RWMWD is evaluating with city staff a potential maintenance project in the vicinity of the Margaret Street storm sewer crossing in the vicinity of 2045 Margaret Street North on either side of Margaret Street. RWMWD staff is currently surveying the area and preparing cost estimates for future consideration. The work would be conducted by RWMWD forces in the late fall or winter, and could consist of removing sediment build up from the waterway that has been deposited over time from the roadway storm sewer, restoration of vegetation and habitat, and improvements to the storm sewer to enhance maintenance, reduce clogging, and help with capacity during high rainfall events. A separate authorization, scope proposal, and joint Memorandum of Understanding currently being prepared by RWMWD will be brought before City Council for the maintenance work for consideration following staff review and recommendation. An illustration of the area is attached for reference.
- Lightning strikes on multiple several mature trees on either side of the roadway and around the stream bank experienced in late August have caused a safety hazard and the need for them to be removed soon to reduce risk for fallen timber. This also allows for a coordinated effort to prepare for the maintenance work being considered in the same area. The timing is conducive for this work given the dry weather with no water in the ditch.
- Two quotes for tree removal to remove the hazard trees and additional lower-quality trees which have grown into bank of the ditch and around the storm sewer pipes that create maintenance issues were solicited by Public Works ranging from \$33,350.00 to \$35,000.00. The low quote was provided by Langer's Tree Service, Inc. in the amount of \$33,500.00.

Recommendation: To award a contract to the low quote of Langer's Tree Service, Inc. in the amount of \$33,500.00 to conduct tree clearing at the Margaret Street ditch crossing for the removal of tree hazards and in preparation for future surface water maintenance activities by the City of North St. Paul and Ramsey Washington Metro Watershed District.

ATTACHMENTS

Map

Respectfully submitted,

Morgan Dawley
City Engineer

APPROVED FOR AGENDA ENCLOSURE:

Scott Duddeck
City Manager

QUOTE

City of North St. Paul
Josh Bond

Other

651-426-1330
651-426-1430

Estimate



ADDRESS

City of North St. Paul
Attn: Accounts Payable
2400 Margaret St.
North Saint Paul, MN 55109

SHIP TO

City of North St. Paul
Attn: Accounts Payable
2400 Margaret St.
North Saint Paul, MN 55109

ESTIMATE #	DATE	
1793	08/03/2020	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
08/03/2020	TR	Tree removal project, clear trees on the east and west sides of Margaret St. near the 2000 block, chip brush, haul logs	1	30,000.00	30,000.00
08/03/2020	SR	Grind stumps larger than 6" in diameter, leave stump mulch on site as is	1	5,000.00	5,000.00

Thank you, Tyler

TOTAL

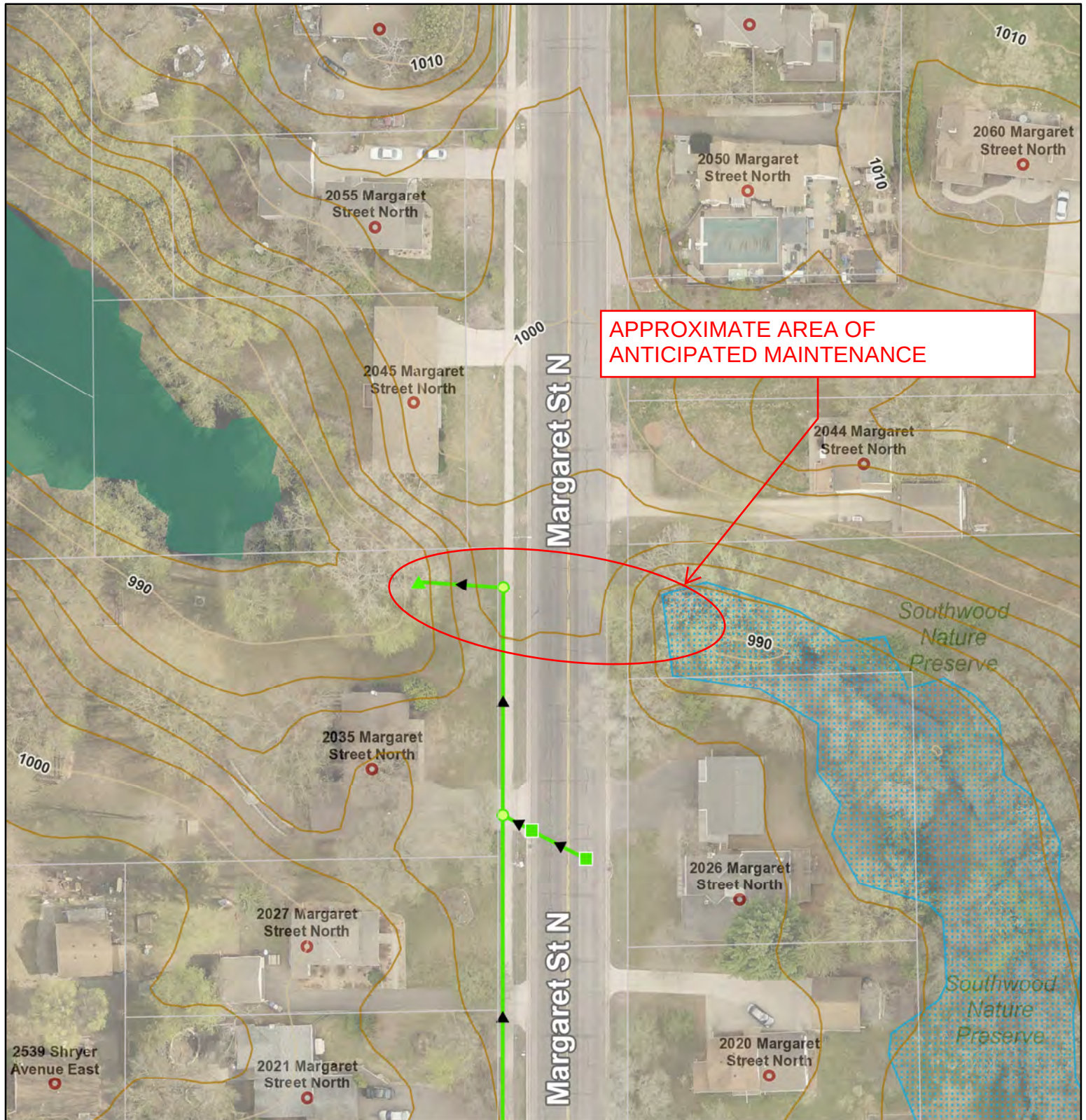
\$35,000.00

Woodchuck Tree Care
7310 Jocelyn Rd. N.
Stillwater, MN 55082

Accepted By

Accepted Date

Tree Removal - Sediment Removal Maintenance Area



1 in = 94 ft

Contours

- Index
- Intermediate
- National Wetlands Inventory

FEMA Flood Data

- 100-Year

- 500-Year
- Catch Basins
- Storm Manholes
- Flared Ends
- Outfalls
- Highway 36 Sewers

- Outfall Pipe
- Sewers
- Bioretention Basin
- Storm Ponds
- Parcels



October 1, 2020

144 of 175 Map Powered By DataLink



CITY OF NORTH ST. PAUL

RESOLUTION NO. 2020-xxx

**AMENDED RESOLUTION ADOPTING THE 2020
CITY COUNCIL MEETING SCHEDULE**

WHEREAS, the City Council passed Resolution No. 2020-002 Adopting the 2020 City Council Meeting Schedule on January 7, 2020, and amended the schedule with Resolution No. 2020-052 on April 21, 2020; Resolution 2020-073 on June 16, 2020; and

WHEREAS, all recitals of Resolution No. 2020-002, 2020-052 and 2020-073 are incorporated herein; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA, the following 2020 City Council regular meeting schedule is hereby amended to include the following additional workshop sessions as set forth below and to reinstate the October 6, 2020 workshop and regular meeting, and to reschedule the November 6th Canvass to Thursday, November 12th at 5:00 p.m.

For the following dates, Workshop (5:00 p.m.) & Regular Meeting Schedule (6:30 p.m.), as previously set by Resolution No. 2020-002			
January 7 & 21	February 4 & 18	March 3* & 17	April 7 & 21
May 5 & 19	June 2 & 16	July 7 & 21	August 4 & 18
September 1 & 15	October 6 & 20	November 12* & 17	December 1 & 15
Additional Remote Workshop Sessions (5:00 p.m.)			
April 28	May 12 & 26	June 23 & 30	
July 14 & 28	August 25	September 8 & 22	

ADOPTED this 6th day of October, 2020.

Motion by Council Member
Second by Council Member

Voting: Aye:
 Nay:
 Abstain:
 Absent:

Terrence J. Furlong, Mayor

Attest:

Scott A. Duddeck, City Manager/Clerk

Agenda Information Memorandum
North St. Paul City Council
October 6, 2020

FROM THE OFFICE OF THE CITY MANAGER

Agenda placement: CITY BUSINESS

Subject: REQUEST TO APPROVE MAINTENANCE OVERLAY PAVING OF 15TH AVE.
BETWEEN 1ST STREET AND MARGARET STREET

To: Honorable Mayor and City Council

Background/Facts:

- In the fall of 2019 in conjunction with the remodeling of Richardson School, 15th Ave. between 1st Street and 2nd Street along with 1st Street between 15th Ave and 17th Ave. received at Maintenance Overlay.
- 15th Ave. between 1st Street and Margaret Street are in need of the same Maintenance Overlay.
- During the summer of 2020, Xcel Energy installed new gas main and services on 15th Ave. and now that work and restoration is complete.
- T.A. Schifsky provided the best pricing for Maintenance Overlay work this season and has agreed to honor their pricing for this work also.

Recommendation: To authorize the Maintenance overlay work to be completed by T.A. Schifsky on 15th Ave. between 1st Street and Margaret Street in the amount of \$45,150.00

Respectfully submitted,

Scott Duddeck
City Manager

15th Street

Write a description for your map.

Legend

-  21500 SF
-  Margaret St N & 15th Ave E
-  School
-  St Peter's Catholic Church
-  Untitled Polygon
-  Untitled Polygon
-  Untitled Polygon

21500 SF

21500 SF

15th Ave

Margaret St N

Google Earth

© 2020 Google

400 ft

142 of 175



T. A. Schifsky & Sons, Inc.
 2370 Highway 36 East
 North St. Paul, MN 55109
 Phone (651) 777-1313
 Fax (651) 777-7843
www.taschifsky.com



PROPOSAL				
Bid To:	City of N St Paul	Attention:		
Job:	Bituminous Patching	Address:		
Location:	City Wide North St. Paul	Phone:		
Addendums:	NA	Mobile:		
Date:	9.25.20	Email:		
We propose the following for the above referenced project:				
Misc. Street Repairs			Amount	
Rates on specific items for billing are as follows:				
Mobilization	Ea		\$500.00	
Crew Rate for Patching Crew	Hr	1	\$775.00	
Milling for Removals (Based on 36" Wide)	LF	100	\$7.00	
Furnish and Install 1.5" SPWEA240B asphalt paving - VIRGING MIX	SF	43000	\$1.05	\$45,150.00

We guarantee all material used in this contract to be as specified above and the entire job to be done in a neat, workmanlike manner. Bid is based on quantities stated. Any variations from the plan or alterations requiring extra labor or material will be performed only upon written order and billed in addition to the sum covered by this contract. Prices are for 2020 unless otherwise specified.

Thank you for the opportunity to quote. If you have any questions please do not hesitate to call.

T.A. Schifsky & Sons, Inc. (Affirmative Action, Equal Opportunity Employer)

By: _____ Date 9.25.20
 Rob Stangler

Accepted By: _____ Date _____
 (Bid must be signed and returned)

Due to the rising cost of asphalt oil fuel, we can only honor our quotes for 30days. After 30 days bids/quotes are subject to our review and possible cost increase. Payment due upon completion.

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2020-xxx

City Business

**RESOLUTION APPROVING MAINTENANCE OVERLAY PAVING OF 15TH AVE
BETWEEN 1ST STREET AND MARGARET STREET**

WHEREAS, in the fall of 2019 in conjunction with the remodeling of Richardson School, 15th Avenue between 1st Street and 2nd Street along with 1st Street between 15th Avenue and 17th Avenue received a maintenance overlay. Currently, 15th Avenue, between 1st Street and Margaret Street are in need of the same Maintenance Overlay

WHEREAS, T.A. Schifsky provided the best pricing for Maintenance Overlay work this season and has agreed to honor their pricing for this work also

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA, authorize the maintenance overlay work to be completed by T.A. Schifsky on 15th Avenue between 1st Street and Margaret Street in the amount of \$45,150.00.

ADOPTED this 6th day of October, 2020.

Motion by Council Member

Second by Council Member

Voting: Aye: Council Member Thorsen
Council Member Petersen
Council Member Walczak
Council Member Sonnek
Mayor Furlong

Nay: None

Absent: None

Abstain: None

Terrence J. Furlong, Mayor

Attest: _____
Scott A. Duddeck, City Manager

Agenda Information Memorandum
North St. Paul City Council
October 6, 2020

FROM THE OFFICE OF THE CITY MANAGER

Agenda placement: City Business

Subject: Covid-19 Emergency Grant Program

To: Honorable Mayor and City Council

Background/Facts:

The State has approved a bill to distribute funding from the Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act. The bill distributes money to local governments to assist with the financial strain caused by plummeting tax revenues. The City of North St. Paul is expected to receive <\$ > in funds by <date>, 2020.

Federal guidance indicates that a City can have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closure should be tailored to assist those businesses in need of such assistance. Also, guidance indicates that fund payments may be used for economic support in the absence of the stay-at-home order if such expenditures are determined by the City to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 pandemic. With that being said, the City of North St. Paul can provide the funding to businesses to cover business interruption.

The City of North St. Paul has until <date>, 2020 to spend down the funds. If unable to meet the November 15, 2020 deadline, the funding will go to Ramsey County. Ramsey County has until December 1, 2020 to spend down the funds. If unable to meet the December 1, 2020 deadline, Ramsey County will have to provide their balance of funds to the State of MN.

Staff has consulted with other municipalities, Ramsey County, the City Attorney, the Auditor, and the North St. Paul EDA to create a draft COVID-19 Emergency Grant Program Policy, Application, and Agreement package. With a recommendation from the EDA for approval (including any modifications/revisions the EDA would like to make), Staff will bring the recommendation to the City Council on <date>, 2020. After a formal approval by the City Council, Staff will heavily market the program immediately.

In an effort to meet the deadlines as before mentioned, Staff would recommend an application deadline of <time/date>, 2020. As soon as possible after the deadline, Staff will meet with Ramsey County (or their 3rd party administrator) to align efforts and discuss applications within the City of North St. Paul. Staff will then meet with the EDA Finance Committee to generate a recommendation for approval during a Special EDA Meeting on <date>, 2020.

Recommendation: It is recommended the City Council adopt a resolution of the City of North St. Paul approving the COVID-19 Emergency Grant Program and for it to be administered by the North St. Paul EDA to provide funding to cover expenses of business interruption due to the COVID-19 pandemic.

Respectfully submitted,

Scott Duddeck
City Manager

COVID-19 EMERGENCY GRANT AGREEMENT

This Grant Agreement ("Agreement") is made this ___ day of _____, 2020, between the North St. Paul Economic Development Authority, a public body corporate and politic and political subdivision of the State of Minnesota ("Grantor"), and _____, a Minnesota _____ ("Grantee").

RECITALS

A. Grantor has duly established its COVID-19 Emergency Grant Program (the "Program") and has approved guidelines for said Program (the "Program Guidelines").

B. Grantee has submitted an application for a grant (the "Grant Application") pursuant to the Program Guidelines, and Grantor has approved a grant to the Grantee in the maximum principal amount of \$_____ (the "Grant") to pay a portion of the costs of qualifying expenditures under the Grant Guidelines as set forth in the Grant Application, in connection with Grantee's _____ business located at _____ in the City of North St. Paul, Minnesota (the "City") (the "Grant Activities").

C. The Grantor and Grantee have negotiated the terms of the Grant, and now desire to memorialize such terms in this Agreement.

ACCORDINGLY, to induce Grantor to make the Grant to Grantee, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Grant Amount. Subject to and upon the terms and conditions of this Agreement, the Program Guidelines, and the Grant Application (together, the "Grant Documents"), Grantor agrees to grant to Grantee the sum of _____ and no/100ths Dollars (\$_____). Proceeds of the Grant shall be disbursed for the Grant Activities approved pursuant to the Grant Documents in accordance with Section 2 hereof.

2. Disbursement of Grant Proceeds.

(a) All Grant proceeds shall be paid to Grantee in accordance with the terms and conditions of the Grant Documents. Notwithstanding anything to the contrary herein, any costs of the Grant Activities exceeding the amount to be reimbursed under this Agreement shall be the sole responsibility of the Grantee.

(b) On the date of closing on the Grant, all Grant proceeds shall be disbursed to the Grantee. The disbursement of proceeds of the Grant will be made subject to the conditions precedent that prior to or as of the date of disbursement:

(i) The Grantor has received from Grantee, without expense to Grantor, an executed copy of this Agreement;

(ii) Grantee is in compliance with the terms of the Grant Documents.

3. Representations and Warranties. Grantee represents and warrants to Grantor that:

(a) Grantee is duly authorized and empowered to execute, deliver, and perform this Agreement and to receive the Grant from Grantor.

(b) The execution and delivery of this Agreement, and the performance by Grantee of its obligations under the Grant Documents, do not and will not materially violate or conflict with any applicable provision of law and do not and will not materially violate or conflict with, or cause any default or event of default to occur under, any material agreement binding upon Grantee.

(c) The execution and delivery of this Agreement has been duly approved by all necessary action of Grantee, and this Agreement has in fact been duly executed and delivered by Grantee and constitutes its lawful and binding obligation, legally enforceable against it.

(d) Grantee warrants that it shall keep and maintain books, records, and other documents relating directly to the receipt and disbursements of Grant proceeds and that any duly authorized representative of Grantor shall, with reasonable advance notice, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of Grantee pertaining to the Grant until the completion of all closeout procedures and the final settlement and conclusion of all issues arising out of this Grant.

(e) Grantee warrants that to the best of its knowledge, it has fully complied with all applicable state and federal laws reasonably relevant to this Agreement and will continue to comply throughout the terms of this Agreement. If at any time Grantee receives notice of noncompliance from any governmental entity, Grantee agrees to take any necessary action to comply with the state or federal law in question.

(f) Grantee warrants that it will use the proceeds of the Grant made by Grantor solely for the Grant Activities, and that within 90 days after the date of this Agreement, Grantee shall provide to Grantor in writing a brief report in substantially the form included in the Grant Application, specifying how the entirety of the Grant funds have been utilized and providing evidence in the form of paid invoices, statements, or similar.

4. No Business Subsidy. The parties agree that the Grant is not a business subsidy as defined in Minnesota Statutes, Sections 116J.993 to 116J.995, as amended (the “Business Subsidy Act”), because the assistance is in an amount less than \$150,000.

5. Event of Default by Grantee. The following shall be Events of Default under this Agreement:

(a) failure to complete any part of the Grant Activities within 60 days after the

date of this Agreement;

(b) any representation or warranty made by Grantee herein is false when made;

(d) any material breach or failure of Grantee to perform any material term or condition of this Agreement not specifically described as an Event of Default in this Agreement and such breach or failure continues for a period of thirty (30) days after Grantor has given written notice to Grantee specifying such default or breach, unless Grantor agrees in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Grantor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Grantee within the applicable period and is being diligently pursued until the Event of Default is corrected, but no such extension shall be given for an Event of Default that can be cured by the payment of money (i.e., payment of taxes, insurance premiums, or other amounts required to be paid hereunder).

6. Grantor's Remedy upon Grantee's Default. Upon an Event of Default by Grantee and after provision by Grantor of written notice, Grantor shall have the right to suspend or terminate its performance under this Agreement. In addition, Grantee will be ineligible for future grants under the Program.

7. Indemnification.

(a) Grantee shall and does hereby agree to indemnify against and to hold Grantor, and its officers, agents, and employees, harmless of and from any and all liability, loss, or damage that it may incur under or by reason of this Agreement, and of and from any and all claims and demands whatsoever that may be asserted against Grantor by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained herein.

(b) This indemnification and hold harmless provision shall survive the execution, delivery, and performance of this Agreement and the payment by Grantor of any portion of the Grant.

(c) Nothing in this Agreement shall constitute a waiver of or limitation on any immunity from or limitation on liability to which Grantee is entitled under law.

8. Miscellaneous.

(a) Waiver. The performance or observance of any promise or condition set forth in this Agreement may be waived, amended, or modified only by a writing signed by Grantee and Grantor. No delay in the exercise of any power, right, or remedy operates as a waiver thereof, nor shall any single or partial exercise of any other power, right, or remedy.

(b) Assignment. This Agreement shall be binding upon the parties, their successors and assigns. All rights and powers specifically conferred upon Grantor may be

transferred or delegated by Grantor to any of its successors and assigns. Grantee's rights and obligations under this Agreement may be assigned only when such assignment is approved in writing by Grantor; except that if such assignment is made to an affiliate or subsidiary of Grantee, Grantee may assign any of its rights or obligations to such affiliate or subsidiary upon written notice to the Grantor.

(c) Governing Law. This Agreement is made and shall be governed in all respects by the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

(d) Severability. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications that can be given effect, and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.

(e) Notice. All notices required hereunder shall be given by depositing in the U.S. mail, postage prepaid, certified mail, return receipt requested, to the following addresses (or such other addresses as either party may notify the other):

To Grantor: North St. Paul Economic Development Authority
2400 Margaret Street
North St. Paul, MN 55109

To Grantee:

Attn: _____

(f) Termination. Upon the date of receipt by the Grantor of Grantee's written report on Grantee's expenditure of Grant proceeds as described in paragraph 3(f) of this Agreement, this Agreement shall terminate and neither party shall have any further obligation to the other.

(g) Entire Agreement. This Agreement, together with the Grant Documents, which are incorporated by reference, constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to this Agreement, superseding all prior or contemporaneous proposals, communications, and understandings, whether oral or written, concerning the Grant.

(h) Headings. The headings appearing at the beginning of the several sections contained in this Agreement have been inserted for identification and reference purposes only and shall not be used in the construction and interpretation of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the proper officers thereunto duly authorized on the day and year first written above.

GRANTOR:
NORTH ST. PAUL ECONOMIC DEVELOPMENT
AUTHORITY

By: _____

Its President

By: _____

Its Executive Director

[SIGNATURE PAGE TO GRANT AGREEMENT – GRANTOR]

GRANTEE:

By: _____

Title: _____

[SIGNATURE PAGE TO GRANT AGREEMENT – GRANTEE]



COVID-19 EMERGENCY GRANT PROGRAM POLICY

Adopted North St. Paul EDA: <date>, 2020

Adopted City Council: <date>, 2020

Application Timeline:

Deadline	<time/date>(application must be in North St. Paul City Hall by deadline)
Review	Week of <date>
Approval	Special EDA Meeting <date>August 17, 2020

Table of Contents

I.	Introduction
II.	Purpose and Authority
III.	Objectives
IV.	General Criteria
V.	Program Guidelines
VI.	Application Process

I. INTRODUCTION

Small businesses are integral and vital to the economic and social fabric of the City of North St. Paul (City). Accordingly, the Economic Development Authority (EDA) has determined to offer locally owned and operated businesses, within the community, a grant opportunity to address working capital needs upon the declaration of a state of emergency by the State of Minnesota (State) and the City. The COVID-19 Emergency Grant Program is administered by the EDA.

II. PURPOSE AND AUTHORITY

- The purpose of this policy is to establish the EDA's position relating to the use of the COVID-19 Emergency Grant Program. This policy shall be used as a guide in the processing and review of applications requesting grant funds.
- The criteria are to be used in conjunction with other relevant policies of the City and/or EDA.
- The EDA reserves the right to approve or reject projects on a case-by-case basis, taking into consideration factors considered appropriate by the City, in addition to established policies, criteria, and potential benefits. Meeting the criteria does not guarantee a COVID-19 Emergency Grant Program application shall be approved. Approval or denial of an application is at the sole discretion of the EDA.

III. OBJECTIVES

The objective of the COVID-19 Emergency Grant Program is to deploy a local pool of funds to support local small businesses in order to ensure viability as they move past the COVID-19 pandemic and seek to re-open or return to pre-pandemic operations. This may be accomplished by some or all of the following means:

- Provide needed finances to small businesses within the community which have been negatively affected financially as a result of the COVID-19 pandemic;
- Ensure the viability of North St. Paul businesses moving past this crisis;
- Limiting the number of job losses as a direct result of the pandemic by assisting small businesses in returning to their pre-pandemic employment levels;
- Limiting the number of small businesses which would potentially permanently close due to COVID-19 pandemic impacts. Thereby also limiting the total number of potential vacancies in key commercial and industrial areas of the City.

IV. GENERAL CRITERIA

A. ELIGIBLE EXPENDITURES

The COVID-19 Emergency Grant Program may be used for working capital purposes defined as:

1. Paying fixed debts;
2. Payroll costs;
3. Accounts payable;
4. Utility payments;
5. Inventory costs;
6. Paying other direct business-related bills.

B. ELIGIBLE BUSINESS DETAILS

To be eligible to receive a COVID-19 Emergency Grant, a business must demonstrate that its operations have been negatively affected by the COVID-19 Health Pandemic. All applicants must meet the following criteria:

1. Have been “in business by March 1, 2020” (EDA shall have authority to determine “been in business”);
2. Be considered an eligible business type, as defined in IV. C of this policy;
3. Have no more than 100 FTE (full-time equivalent) employees at the location address. Special consideration may be given to businesses which utilize independent contractors and sole proprietors within their business;
4. The small business must have a physical address within the City. Proof of address shall be required when applying;
5. All small business applicants must be an allowed use through zoning of the property or be a legally non-conforming use;
6. The small business must be a legal entity registered with the Minnesota Secretary of State, and be in good standing;
7. Any applicant must not have delinquent taxes, bills, or charges due to the City from February 1, 2020 or prior.
8. The applicant must demonstrate, through their narrative, how the use of funds will be used to assist in recovery of the small business.
9. Applicants are strongly encouraged to claim all applicable private and public insurance and utilize all other sources of applicable assistance available from other private and public sources. Applicants are strongly encouraged to apply for an Economic Injury Disaster Loan through the Small Business Administration (SBA), the Paycheck Protection Program (PPP) loan through the SBA, a Small Business Emergency Loan through the Minnesota Department of Employment and Economic Development (DEED), and for a grant through Sherburne County prior to applying for

this grant. **Utilizing other funds does not disqualify an applicant from being awarded a COVID-19 Emergency Grant from the EDA.**

C. ELIGIBLE BUSINESS TYPES

Eligible small businesses which may apply for the COVID-19 Emergency Grant Program include businesses which have been deemed non-essential by the State of Minnesota or those which have faced mandated closures per State of Minnesota orders.

D. INELIGIBLE ACTIVITIES

The COVID-19 Emergency Grant Program may not be used for the following activities:

1. Agriculture (crop or livestock production, etc.);
2. Purchasing of machinery or vehicles;
3. Moving expenses;
4. Payment of property taxes;
5. Land acquisition for speculation.

F. REQUIRED DOCUMENTS

Application requirements include:

1. Basic details about the business;
2. Basic employment and annual gross revenue information;
3. Information on current operations including whether the business is currently closed or is providing reduced services;
4. Narrative descriptions and estimated calculations of the negative impacts on the business due to COVID-19;
5. Articles of Incorporation, or proof of business existence;
6. Information on the intended use of the grant funds.

H. CONFLICT OF INTEREST

An officer of the City will not have a personal financial interest or personally benefit financially from the business to be assisted. Minn. Stat. 471.87 and 471.88 provide guidance on conflict of interest.

I. GOVERNMENT DATA PRACTICES

Information contained in the application for assistance will become a matter of public record with the exception of those items protected under Minn. Stat. 13.591.

V. PROGRAM GUIDELINES

- GRANT AMOUNT
 - Actual loss (subject to total funds available and number of application submitted).
- PROOF OF NEED
 - All applicants shall be required to provide proof of financial need for grant funds prior to approval. This includes but is not limited to the previous year's annual gross revenue, average monthly gross revenue prior to COVID-19, and projected monthly gross revenue for the next two months.
- PROOF OF EXPENSES
 - Applicant shall provide proof of eligible expenses requested to be paid with grant funds (see eligible expenses in IV. A).
- DISBURSEMENT OF FUNDS:
 - Funds shall be distributed within one to two weeks after a fully executed grant agreement has been received depending on how grant recipients elect to receive funds.
- TERMINATION:
 - The EDA retains the right to terminate any agreement under the COVID-19 Emergency Grant Program if a grant recipient is found to be in violation of any conditions set forth in the grant guidelines or grant agreement.
- RIGHT TO DENY:
 - The EDA retains the right to deny any application for grant funding.
- GRANT AGREEMENT:
 - Upon a successful grant application being awarded funds, the grant recipient shall enter into a Grant Agreement with the EDA. Funds will not be distributed for any grant award until a grant agreement has been executed by all required parties.
- REPORTING:

- As a condition for receiving grant funding, all grant recipients are required to submit a brief report to the EDA within 60-days after an executed grant agreement, specifying how the grant funds were utilized thus far and providing evidence in the form of paid invoices, statements, or similar documentation.
- FUNDING AVAILABILITY:
 - The COVID-19 Emergency Grant Program has a limited amount of funds available. Awards will be provided after an application deadline and selection process has occurred.
- INDEMNIFICATION:
 - All grant recipients shall be required to indemnify the City, the EDA, and any officers acting on their behalf.

VI. APPLICATION PROCESS

All applications for funding from the COVID-19 Emergency Grant Program will be accepted until 4 pm on August 5, 2020. **Applications must be physically in North St. Paul City Hall by the deadline.** Applications will be required to be submitted to the EDA (contact information is listed below). Upon submission of an application, EDA Staff will review the application to ensure complete information is provided. If additional information is needed, Staff will request the needed information.

North St. Paul Economic Development Authority
 2400 Margaret Street
 North St. Paul, MN 55109
 651-747-2403

Application Timeline:

Deadline	<time/ date>
Review	Week of <date>
Approval	<date>



**NORTH
ST. PAUL**

North St. Paul Economic Development Authority Small Business Emergency Grant Application

Program Information: The objective of the COVID-19 Emergency Grant Program is to deploy a local pool of funds to support local small businesses in order to ensure viability as they move past the COVID-19 pandemic and seek to re-open or return to pre-pandemic operations. Such costs may include paying fixed debts, payroll costs, accounts payable, utility payments, inventory costs, and other critical business expenses that can't be paid as a result of business interruption.

Eligibility Notes: To be eligible to receive a COVID-19 Emergency Grant, a business must demonstrate that its operations have been negatively affected by the COVID-19 Health Pandemic.

Application Timeline:

Deadline <time/date>, 2020 (application must be in North St. Paul City Hall by deadline)

Review Week of <date>, 2020

Approval EDA Meeting <date>, 2020

Please review and complete entire application prior to submittal.

Applicant Information

1. Business legal name:

(Name should be the officially registered name of the business entity.)

Business operating name
(if different)

Type of Business:

NAICS Code (if available):

Business street address:

City: _____

State: _____

Zip Code: _____

Mailing address (if different):

City: _____

State: _____

Zip Code: _____

Telephone: _____

Email: _____

Business website:

2. Individual completing the application:

Name: _____

Title: _____
(Owner, Founder, CEO, General Manager, Partner, etc.)

Address: _____

Telephone: _____ Email: _____

3. Is your business registered with the Minnesota Secretary of State?

☐ Yes ☐ No

4. Do you own the building where your business is located or have a lease for the space?

☐ Own ☐ Lease

Applicants will need to provide a copy of a lease or statement of lease terms, mortgage statement, property tax statement, or other documentation to show site control within the city.

5. Business description (product, hours, customers, clients, number of locations, etc.), type (industry) and brief history of business:

6. What year did this business begin operating in North St. Paul? _____

a. Does the business operate (have a physical presence) in another city?

☐ Yes ☐ No

If yes, please specify other location(s): _____

7. Employment (please include all W-2 employees):

On March 1, 2020:

Full-time employees: _____ **# Part-time employees:** _____

Current:

Full-time employees: _____ **# Part-time employees:** _____

Financial Information

8. Annual gross revenue last year? \$ _____

9. Average monthly gross revenue prior to March 16th? \$ _____

10. Projected monthly gross revenue? \$ _____
(Average of next three months)

11. Estimated monthly gross revenue loss due to COVID-19: \$ _____

12. Insurance claims filed? ☐ Yes ☐ No ☐ Not Applicable

13. Evidence of submittal, acceptance, approval and/or denial of State and federal emergency financing program application. Has applicant applied for an Economic Injury Disaster Loan through the SBA, the Paycheck Protection Program (PPP) loan through the SBA, and Small Business Emergency Loan through the Minnesota Department of Employment and Economic Development (DEED) and/ or other government financing prior to applying for this grant?

☐ Yes ☐ No

14. Evidence of submittal, acceptance, approval and/or denial of a grant opportunity through Sherburne County. Has applicant applied for a grant through Ramsey County?

☐ Yes ☐ No

Please explain below:

COVID-19 Impact

15. Was your business ordered to close or had to significantly reduce its operations by a State of Minnesota Emergency Executive Order in 2020?

☐ Yes ☐ No

16. Current operating status of business:

- ☐ open for business and/or operating online
- ☐ open for business but with reduced hours
- ☐ reduced operations and/or operating online
- ☐ closed but still operating onsite, online or remotely
- ☐ closed but products and or services redeployed to assist current health crisis
- ☐ completely closed
- ☐ Other: please explain current status of business if none of the above apply.

17. Briefly explain how the business has been impacted by COVID 19 health pandemic and/or related Executive Orders and what challenges it is facing.

18. What are your plans to reopen and/or resume operations following the COVID-19 crisis?

19. Grant amount requested _____

**20. Please describe how you intend to use awarded grant funds to support your business during the COVID-19 crisis. Eligible expenses include paying fixed debts, payroll costs, accounts payable, utility payments, inventory costs, and other critical business expenses that can't be paid as a result of business interruption. Please specify eligible expenses expected to be paid with funds. Include proposed expenses requested to be paid using total amount of grant. For example:
Payroll – 2 employees, 2 weeks: \$3,000, May Rent - \$2,000.**

21. Is there anything else that we should be aware of in relation to your application or business?

Preference for Receipt of Funds

Upon notification of any award of funds, the City of North St. Paul will issue a check.

Please choose one of the following options:

Allow 14 days for processing once application is approved and fully-executed grant agreement has been received.

Please provide payee name and mailing address:

Check payable to: _____

Mailing address: _____

Supporting Documents

The following documents must accompany an application for it to be deemed complete:

1. Evidence that you own or lease the space your business is located in. Example documentation includes: copy or statement of lease including terms, mortgage statement, property tax statement or other document to show proof of occupancy within City of North St. Paul. This could also include photograph or web map street image of the business location with evidence of business signage, if applicable.
2. Proof of eligible expense requested to be paid with grant funds. This includes, but is not limited to paying fixed debts, payroll costs, accounts payable, utility payments, inventory costs, and other critical business expenses that can't be paid as a result of business interruption.
3. A W-9 Form (with signature).
4. Other supporting documentation deemed necessary by the EDA to assist in understanding the applicant's situation.

Grant Report

All grant recipients are required to submit a brief report to the North St. Paul EDA 60 days after the date of the executed grant agreement, specifying how the awarded grant funds have been utilized thus far. Grant Recipients will be required to provide the following information:

Business name: _____

Business street address: _____

City: _____ State: _____ Zip Code: _____

Name and title of person completing form: _____

1. What was the total amount of grant you received? \$ _____

2. Did you utilize the funds as expected and stated in your application?

☐ Yes

☐ No, please explain

3. Please specify how grant funds were utilized. Include expenses and amounts up to total amount of grant. For example: Payroll – 2 employees, 2 weeks: \$3,000, May Rent - \$2,000.

4. Please describe benefits received from the awarded funds.

5. Briefly explain any ongoing business impacts from the COVID-19 pandemic:

Applicant Acknowledgements

1. The Applicant shall hold the EDA, its officers, consultants, attorneys, and agents harmless from any and all claims arising from or in connection with the Grant Program or its Application, including but not limited to, any legal or actual violations of any State or Federal laws.
2. The Applicant recognizes and agrees that the EDA retains absolute authority and discretion to decide whether or not to accept or deny any particular Grant Application, and that all expenditures, obligations, costs, fees, or liabilities incurred by the Applicant in connection with the Grant Application are incurred by the Applicant at its sole risk and expense.
3. The Applicant acknowledges that it has read the COVID-19 Emergency Grant Program policy and understands that if the application is approved for funding, grant funds awarded must only be used to pay eligible expenses.
4. **Financial Assistance Certification:** I hereby certify that the COVID-19 Emergency Grant Program is necessary due to business interruption as a result of the COVID-19 pandemic.

The undersigned, a duly authorized representative of the Applicant, hereby certifies the foregoing information is true, correct, and complete as of the date hereof; and agrees that:

- All proceeds from the grant will be used for eligible business expenses under the COVID-19 Emergency Grant Program;
- Applicant will file a report with the City of North St. Paul within 60-days after the date of the executed grant agreement stating how awarded funds were spent;
- Applicant shall be bound by all terms and provisions of the COVID-19 Emergency Grant Program.

Name/Title of Authorized Business Representative

Signature of Authorized Business Representative

Date

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2020-xxx

**A RESOLUTION APPROVING A COVID-19 EMERGENCY GRANT PROGRAM TO BE
ADMINISTERED BY THE NORTH ST PAUL EDA TO COVER EXPENSES OF BUSINESS
INTERRUPTION DUE TO THE COVID-19 PANDEMIC**

WHEREAS, many small businesses within the City have been economically impacted by the Governor's Emergency Executive Orders in response to the COVID-19 pandemic; and

WHEREAS, in order to retain small businesses in the City, the North St. Paul EDA has determined to create the COVID-19 Emergency Grant Program to assist with the expenses incurred and specifically caused by the impact of the Governor's Emergency Executive Orders; and

WHEREAS, North St. Paul EDA Staff and legal counsel have developed a Program policy and an application process which have been presented to the North St. Paul EDA for review, and the Board of Commissioners of the North St. Paul EDA have determined that the Program is necessary for the continued economic stability of local businesses within the City.

NOW THEREFORE BE IT RESOLVED by the City Council of North St. Paul, Minnesota, to hereby approve a COVID-19 Emergency Grant Program to be administered by the North St. Paul EDA to cover expenses of business interruption due to the COVID-19 pandemic.

ADOPTED this 6th day of October, 2020.

Motion by Council Member

Second by Council Member

Voting: Aye: Council Member
Council Member
Council Member
Council Member
Mayor Furlong

Nay: None

Absent: None

Abstain: None

Terrence J. Furlong, Mayor

Attest

Scott A. Duddeck, City Manager/Clerk