**CITY OF NORTH ST. PAUL**
**CITY COUNCIL**
**REGULAR MEETING AGENDA**
**DECEMBER 1, 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 **December 1st 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. If you have technical difficulties during the meeting please call or text (612) 352-8452.**

**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. November 10, 2020 Special meeting minutes
B. November 12, 2020 Canvassing meeting minutes
C. November 17, 2020 workshop meeting minutes.
D. November 17, 2020 regular meeting minutes.

E. General accounts payable: $6,242,227.39.
F. HRA accounts payable: $56.13.
G. Non-union employee COLA and Wage Adjustment

## 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. 2021 Budget and Levy Overview and Truth-In-Taxation Public Meeting
   1. Adopt Resolution for 202 Final General Fund Budget and Levy
   2. Adopt Resolution for 2021 Final EDA Levy
   3. Adopt Resolution for 2021 Final HRA Levy
B. Cable Commission
C. RWMWD MOU – Margaret Ponds Maintenance
D. Rehab of Well #3
E. Waive/refund North St. Paul On-Sale Liquor License Fees

## X. REPORTS OF CITY MANAGER & DEPARTMENTS

## XI. REPORTS OF COUNCIL, COMMISSIONS & COMMITTEES

## XII. GENERAL BUSINESS

## XIII. CLOSED SESSION

There are no closed sessions.

## XIV. ADJOURNMENT

**The next regularly scheduled City Council meeting is Tuesday, December 15th, 2020 at 6:30 p.m.**

**City of North Saint Paul**
**November 10, 2020**
**Proposed Special City Council Meeting Minutes**

## I. CALL TO ORDER

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

## II. ROLL CALL

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

Staff: City Manager Scott Duddeck, Planning Secretary Olivia Boerschinger, Deputy Clerk Jennie Kloos.

## III. ADOPT AGENDA

***On motion by Council Member Walczak, seconded by Council Member Sonnek, with all present voting aye (5-0), motion carried to approve the agenda as submitted.***

## IV. PRESENTATIONS

There were no presentations.

## V. APPROVAL OF CONSENT AGENDA

***On motion by Council Member Walczak, seconded by Council Member Sonnek, with all present voting aye (5-0), motion carried to approve the consent agenda, Resolution No. 2020-129 consisting of:***

A. Approving Policies and Procedures for Federal Award Administration

## VI. CITY BUSINESS ACTION ITEMS & RECOMMENDATIONS

A. Business Grant Approval

Mr. Duddeck reviewed a list of 55 local businesses that submitted grant funding applications for CARES funding. He added the list of businesses includes their requested grant amount. He noted 53 of the 55 grants were approved; of the two businesses that were not approved, one business is no longer located in North St. Paul, and the other business has only been in North St. Paul since June 2020. He noted CARES funding requires that applicants must have been in business within the City by March 2020.

Mr. Duddeck stated the City was originally allocated $916,000 in CARES funding. He added City Staff recommends approval of CARES funding grants for 53 local businesses for a total of

$505,178. He added a Resolution is also required to re-allocate the remaining funding to the Public Safety fund.

Council Member Walczak requested clarification regarding North St. Paul Dental. Mr. Duddeck stated that is a dentist office located by the Target shops.

Council Member Walczak requested clarification regarding Weber Investment Corporation and Weber Consulting Associates. Mr. Duddeck stated Weber Consulting is Weber Construction, which was owned by Tom Weber before he passed away, and is now run by his son Steve Weber. He added Weber Investment is a real estate business run by Jerry Weber. He noted City Staff has received documentation verifying their qualifications.

Council Member Walczak requested clarification regarding Twin Cities Adult Day Care, which was one of the applicants. Mr. Duddeck stated that is the adult day care in Polar Plaza.

Mr. Duddeck stated the committee was very affected by the stories of the businesses who are suffering economically due to Covid-19. He added there is definitely a need for this funding within the community.

Mayor Furlong stated each applicant was vetted to ensure that all qualifications were met for auditing purposes.

Council Member Sonnek requested clarification regarding the two applicants that were denied. Mr. Duddeck stated one of the 55 businesses moved out of North St. Paul in June 2020, and another business opened in June 2020. He added businesses who receive funding will need to have been in business in North St. Paul since March 2020.

Mayor Furlong thanked the Committee members for their help and support during this process. He added the Committee members were Mary Jo Tepe, Maddie from Old National Bank, Olivia Boerschinger from the Planning Department, Kyle from Finance, Council Member Thorsen, Robert Dew, and Mayor Furlong.

Mr. Duddeck expressed his appreciation of the hard work of City Staff in providing assistance to businesses with submitting their documentation.

Mr. Duddeck stated City Staff will forward an email tonight to all the businesses, and a signed agreement will be required from each business to be submitted to City Hall by Friday November 13, 2020. He added checks will then be available to be picked up or mailed by Friday.

Mayor Furlong thanked the Economic Development Authority (EDA), the Business Association and Council Member Thorsen for their assistance with this effort. He added he is glad that this funding can be offered to the 53 businesses, and that it will help them stay in business.

Council Member Thorsen stated the Committee reviewed each applicant and read their narrative on how the pandemic has affected their business. He added due diligence went into every application. He added the two applications that were not approved did not meet CARES funding-related restrictions. He noted the dollar amounts are different as applicants were given the opportunity to request an amount up to $10,000.

Council Member Thorsen stated he would like to apologize for not pushing this along earlier, as it is now down to the last minute, and there was a short window for advertising the funding. He added he hopes the funding will provide much-needed support for local businesses. He expressed his appreciation for City Attorney Soren Mattick, who was involved in the Committee meetings and provided insight and guidance.

Council Member Thorsen asked whether applicants will be able to pick up their check, or if it will be mailed.

Mr. Duddeck stated Ms. Boerschinger will send out a detailed email this evening, as this is an urgent issue and award agreements must be signed and returned to City Staff by Friday November 13, 2020. He added checks will be ready by Friday.

Council Member Walczak stated she is glad that the City is able to offer this support for local businesses.

Council Member Petersen stated this funding is a wonderful thing, and will hopefully help businesses to survive, which is a win-win situation.

***On motion by Council Member Thorsen, seconded by Council Member Walczak, with all present voting aye (5-0), motion carried to adopt Resolution No. 2020-131 Approving Disbursement of CARES Act Funds to be Awarded To Covid-19 Emergency Relief Grant Recipients.***

***On motion by Council Member Petersen, seconded by Council Member Sonnek, with all present voting aye (5-0), motion carried to adopt Resolution No. 2020-132 Approving Allocation of Cares Act Funding.***

Council Member Walczak asked why "The Donut Family" was highlighted. Mayor Furlong stated that was highlighted on the spreadsheet, but not in the Resolution.

B. Amendment to Purchase Agreement for Anchor View Apartments

Mr. Duddeck stated the Anchor View Apartments development close date was anticipated to be November 1, 2020 but has been delayed due to financing and appraisals. He added the close date is proposed to be adjusted to on or before December 17, 2020. He noted the developer plans to begin construction upon closing.

Mr. Duddeck stated City Staff recommends City Approval of the amended close date for the Anchor View Apartments development.

***On motion by Council Member Thorsen, seconded by Council Member Walczak, with all present voting aye (5-0), motion carried to adopt Resolution No. 2020-133 Approving First Amendment to a Contract for Private Development.***

C. Covid-19 – New Restrictions and Park Rentals

Mr. Duddeck stated new restrictions will be in place beginning on Friday, November 13, 2020, due to the Governor's new Order, including limiting social gatherings to 10 people and no greater than 3 different households. He added City Staff recommends that park shelter reservations and rentals be closed as of Friday November 13, 2020. He noted there have been very few recent reservations, including one that was cancelled recently due to Covid-related issues.

Mr. Duddeck stated park rentals are proposed to be closed until January 1, 2020. He added City Staff is working on a new web-based program for taking reservations and payments. He noted parks will remain open, as well as the restrooms at Casey Lake.

D. 17th & Delaware Development

Mr. Duddeck stated the 17th and Delaware townhomes developer, Bruggeman Builders, has decided not to move forward with the project based on continued review and market conditions. He added the developer is proposing to sell the project to another developer, to recoup some costs. He noted there is no existing agreement with the developer, and only the project itself would transfer to a new developer to complete the project as approved.

Mayor Furlong stated the property was originally designated as an appropriate place for the student-build housing program. He added he still likes the idea of having the property under City ownership and control and supports student-build housing projects at the site.

Mr. Duddeck stated other developers have expressed interest in doing the project differently, with smaller single-level, owner-occupied townhomes.

Council Member Petersen stated the property has potential and would be a good place for the student-build program. She added she does not support letting the builder transfer the project to another builder. She noted, in her opinion, the City owns the land anyway and should keep control of it.

Council Member Walczak stated the property is owned by the City, and the developer has disappointed the City in the past. She added the developer never signed an agreement with the City and should not expect to be able to bargain with the land. She noted she would support another project with a different developer, or student-build homes.

Council Member Thorsen requested clarification regarding the City Council's approval of the sale of the land to Mr. Bruggeman. Mr. Duddeck confirmed that the project was re-approved in August 2020, but the agreement was never completed. He added the agreement was that grading would occur by October 30, 2020 or the project would revert back to the City Council.

Council Member Thorsen asked whether Mr. Bruggeman paid money for the property. Mr. Duddeck stated Mr. Bruggeman did not pay any money or sign any agreements.

Council Member Thorsen stated a lot of staff time and energy has gone into this proposed development. He added he understands the developer would like to recoup some costs, but this is City-owned property. He noted this is an example of why the City should be cautious about getting involved with real estate developments when there is risk involved, and taxpayer dollars are at stake.

Council Member Thorsen stated he would support committing the property to the student-build home program, which would involve a lot split into 5 or 6 lots, to be designated for future home projects for the program. He added he would not support an agreement with another developer.

He noted this is a single-family area, and that is what the City should focus on, and designate the land to single-family student-build homes.

Mr. Duddeck stated Mr. Bruggeman wants to sell his engineering studies and plans, including soil testing, to another developer to recoup costs, and wants the City to stand behind the deal and sell the land to the new developer. He added the City Attorney drafted development agreement documents in late fall 2020, but no agreements of any kind were completed between the City and Mr. Bruggeman.

Council Member Sonnek stated the property was re-zoned to R-2, so it is not a single-family zone anymore, but single-family homes could be built there. He added he supports using this property for the student-build home program for years to come. He noted he does not support moving forward with any agreements with Mr. Bruggeman at this point, and although the City could have done a better job with Mr. Bruggeman, there were many instances where he failed to step up to the plate as well.

Council Member Sonnek stated he disagrees with Council Member Thorsen that the City should not pursue potential development because there are risks involved. He added there are also potential benefits, as development creates leverage and opportunities, and allows the City to have greater control in certain situations. He reiterated his support for preserving the property for the student-build home program.

Mr. Duddeck recommended that the property should be considered for the same type of single-level living housing that was developed at 1st and 7th, which is widely sought after, and there are not many such developments in North St. Paul. He added that type of housing could be recommended to the student-build program, and the School District and St. Paul College could come together to work on it. He noted other local developers also have an interest in the property. He stressed the importance of coming up with something that would be well-done, that the neighborhood would support.

***On motion by Council Member Walczak, seconded by Council Member Petersen, to cut ties with Bruggeman Builders on the 17th and Delaware project.***

<u>Discussion during the motion:</u>
Council Member Thorsen stated he plans to vote nay, as he does not feel comfortable supporting a Resolution that has not been reviewed and vetted by the City Attorney.

Mr. Duddeck stated a vote of the City Council is not necessary as there is no agreement or contract with Mr. Bruggeman.

***Council Member Walczak rescinded the motion.***

## VII. REPORTS OF CITY MANAGER

Mr. Duddeck stated there have been several cases of Covid-19 among City Staff, which has been disruptive and concerning, and has had an impact on City administration. He added there is concern about how the situation will be handled in terms of staff absences and keeping everybody healthy, while maintaining the City work force. He noted new Orders from the Governor are expected on Thursday, November 12, 2020.

Council Member Walczak asked whether the City will be done with the Cable Commission at the end of 2020. Mr. Duddeck confirmed this, adding a proposal and direct contract agreement with Comcast will be reviewed by the City Council at an upcoming meeting.

Council Member Walczak requested an update on body-worn cameras for the Police Department by the end of 2020.

Mr. Duddeck talked stated a public committee is being assembled to begin the process reviewing this issue, which is a requirement of the Body-Worn Camera program. He added it is hoped that the new committee will be able to meet next week.

Mr. Duddeck stated, with regard to the downtown street project, warmer weather is anticipated later in the week, and hopefully the remaining concrete work will be finished.

Mayor Furlong requested clarification regarding the Thursday, November 12, 2020 Canvass Meeting.

Mr. Duddeck confirmed the Canvass Meeting, stating the canvassing results are anticipated to be received from the County on Thursday morning, at which time the City website and meeting agenda will be updated.

Council Member Walczak asked whether there is anything planned for Veteran's Day, which is tomorrow. Mayor Furlong stated a ceremony is planned at Veteran's Park beginning at 11:00 a.m. He added the ceremony will be quick due to the weather forecast. He noted there is also a lunch for vets at the Legion from 11:00 am. – 2:00 p.m., with a flag dedication ceremony at 12:00 p.m.

## VIII. 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 meeting at 6:05 p.m.***

__________________________________
Terrence J. Furlong, Mayor

Attest: ____________________________________
Scott A. Duddeck, City Manager

**City of North Saint Paul**
**November 12, 2019**
**Proposed City Council Special Meeting Minutes**

## I. CALL TO ORDER

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

## II. ROLL CALL

| | |
|---|---|
| Present: | Council Member Thorsen<br>Council Member Petersen<br>Council Member Walczak<br>Council Member Sonnek<br>Mayor Furlong |
| Staff: | City Manager Scott Duddeck, City Engineer Morgan Dawley, Deputy Clerk Jennie Kloos. |

## III. CITY BUSINESS ACTION ITEMS & RECOMMENDATIONS

City Manager Scott Duddeck requested an additional Agenda Item for tonight's meeting related to Covid-19 and City Operations. The City Council agreed.

A. Canvassing of the 2020 Municipal Election Results

Mr. Duddeck stated the election process went very smoothly considering the large number of ballots that were received in Ramsey County.

Mr. Duddeck reviewed Election Canvass Results as follows:

Jan Walczak – 1,367 votes
John Wahl – 721 votes
Jason Nordby – 833 votes
Tim Cole – 1,888 votes
Laura Greenlee-Karp – 1,208 votes
Arthur Alvarez, Jr. – 556 votes
Steven Anderson – 442 votes
Lisa Wong – 2,368 votes

Highest number of votes: Lisa Wong and Tim Cole

***On motion by Council Member Petersen, seconded by Council Member Sonnek, with all present voting aye (5-0), motion carried to adopt Resolution No. 2020-128 Canvassing the Vote and Declaring the Results of the General Municipal Election.***

## IV. COVID-19 AND CITY OPERATIONS

Mr. Duddeck requested City Council feedback and comment on the potential of closing City Hall again, with most City Staff working remotely. He added the recent spike in Covid-19 cases is affecting City Staff, with many staff either contracting the virus or isolating themselves due to exposure. He noted he met with department heads to get feedback and comment, as this has become a critical staffing issue.

Mr. Duddeck stated he contacted other local metropolitan area cities to find out what they are doing. He added Oakdale is considering City Hall closure, and the cities of Oakdale, Maplewood, Roseville and White Bear Lake never re-opened after the initial closure in March 2020. He noted the City is proud to be open and serving residents, but some action must be taken. He stressed the importance of doing whatever possible to protect the health and safety of City Staff.

Mr. Duddeck requested City Council feedback and comment on closing City Hall. He added, if there is agreement, City Hall closure would begin on Monday, November 16, 2020.

Mayor Furlong stated he supports Mr. Duddeck's decision. He added his biggest concern is Public Works, and whether there will be enough staff in case of a big snow storm. Mr. Duddeck agreed, adding Public Works will continue to split up into teams so there is no cross-contamination.

Council Member Walczak asked whether there would be staff at City Hall. Mr. Duddeck confirmed this, stating City Hall would be closed to the public, but a few staff would still be working there, while the majority of staff would work remotely. He added Public Works and Police Department teams would be scheduled to ensure there is no cross-scheduling. He noted there are several staff members who are already affected, either through contracting the virus or exposure to it. He stressed the importance of attempting to prevent further spread of the virus.

Council Member Sonnek stated it seems to him that Mr. Duddeck should do whatever he can to support the health and safety of City Staff, as the number of Covid cases in Minnesota has greatly increased, and is exactly what was feared earlier in 2020. He noted the Minneapolis Star-Tribune's Covid Tracker shows increases in positive tests and hospitalization rates, and this is happening all over the country right now.

Council Member Thorsen asked whether the Star Tribune's Covid Tracker indicated whether the increase in hospitalizations is due to Covid-19 or other types of hospitalizations.

Council Member Sonnek confirmed that the Star Tribune's data shows hospitalizations are up due to increased numbers of people who have contracted the Covid-19 virus.

Council Member Petersen stated she supports City Hall closure, as the pandemic is getting worse. She added a lot of people in the community have contracted the virus, including a large number at the Legion, and the virus continues to spread. She noted she supports doing whatever possible to keep the City's work force safe.

Mr. Duddeck stated several City departments have staff members with Covid-19, including the Fire Department and multiple Administration departments. He added the city is starting to lose staffing. He agreed to confirm plans for closure of City Hall with the City Council before they go into effect, which would be Monday, November 16, 2020.

## 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 5:17 p.m.***

__________________________________

Terrence J. Furlong, Mayor

Attest: __________________________________

Scott A. Duddeck, City Manager / Clerk

**City of North Saint Paul**
**November 17, 2020**
**Proposed City Council Workshop Meeting Minutes**

## 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, Finance Director Jason Zimmerman, Communications Consultant Kari Erpenbach, Accountant Kyle Stasica, Community Services Administrative Assistant Olivia Boerschinger, City Engineer Morgan Dawley, City Attorney Soren Mattick.

## III. ADOPT AGENDA

## IV. TOPIC(S)

A. Quarterly Finance and Project Reports

Finance Director Jason Zimmerman addressed the Mayor and Council, stating that the first thing would be to review budget to actuals. In the new reporting software, OpenGov, rather than PDF, data will be presented online with dynamic interactive charts and underlying data. These reports will be made available on the City website. Finance staff is still working with the OpenGov integration and migration team to convert current data from Incode to a newly created chart of accounts. Once the data conversion to OpenGov is completed it will be presented in similar formats as the rest of the reports. Zimmerman started sharing his screen showing the unaudited financial reports for the quarter ending September 30, 2020 to include quarterly financial information for General, Water, Sanitary Sewer, Electric, Storm Water, Solid Waste and Fiber Funds. The report includes budget and quarterly amounts for 2020. He reported that all utility revenues are down a bit with all late fees/reconnection charges being waived during the pandemic. Zimmerman thanked Kyle Stasica in Accounting, Communications Consultant Kari Erpenbach and all staff that are involved in making the transition to OpenGov.

Councilmember Thorsen asked if other expenses besides residential trash, recycling and yard waste are being used for the Solid Waste fund. He also questioned when Council could expect to have discussions on individual funds? He was told that fees will remain the same, but would like to know what the plan is going forward. City Manager Duddeck commented that the fee schedule would be finalized in the upcoming meetings and that all fees will remain the same for 2021.

Zimmerman continued sharing his screen showing “stories” which is essentially a multi-layered reporting tool. The goal is by the end of the year to have the data in Incode converted to a new chart of accounts in OpenGov and to be able pull that information together for reporting purposes. He also commented that essentially any data base can be pulled into OpenGov.

Mayor Furlong commented what a huge asset for transparency OpenGov is for the City. Kudos to Jason, City Manager Duddeck and team for helping to implement the software.

Zimmerman reviewed Investment portfolio and cash balance by fund, 2020 Street and Utility Improvement Project, Utility billing and consumption, Anchor Commons Development and 7th Ave and Margaret Street Development at old City Hall Site. Showing links, graphs, charts, and videos that are accessible within the new software.

Mayor Furlong asked Zimmerman if there were any potential with the software. Zimmerman commented, yes. All the information entered into OpenGov is manually loaded. There is not a direct link to a data base. There are also some limitations to charting – the system cannot do combination charts. Other than that, Zimmerman is very proud of the software.

Councilmember Sonnek commented on the new software and presentation that it goes to show the power of visualization and using the data. He hopes to see more of that coming in other areas within the City.

Kari Erpenbach commented that she'll be working with Jason to make sure the information is placed in areas where it's easily accessible. There is a lot happening with OpenGov, not only with Finance but also with permits and licensing. The stories, graphics and the way we'll be able to integrate that into the website is going to make information out to residents more approachable.

B. Operational Updates.
City Manager Duddeck gave an update on downtown: Kudos to contractors for getting all the concrete poured on the road. Sidewalks are not in but crews will be doing prep work and will be ready to go in the spring. Mayor Furlong asked when the road would be open? Duddeck commented that they are doing concrete break tests to be sure the strength is where it needs to be before opening it up to the public traffic, so will be a little time yet. Work will continue through the winter.

Uptown Commons Building: Work is moving along well. Contractors are putting up a lot of block work, have poured the remaining footings of the building and dug the final phase last week.

## V. OTHER BUSINESS

City Manager Duddeck mentioned a topic that was discussed between himself, Mayor Furlong, and Councilmember Thorsen about doing a Holiday Light Contest. Thoughts were with everything that has been cancelled due to the pandemic, it would be nice to do something positive for the community by doing a Holiday Light Contest. Mr. Duddeck spoke to The Business Association and they are interested in co-sponsoring the event with the City. It was also discussed about the possibly of continuing on with it and grow into an annual event. A document has been drafted for council discussion at the council meeting.

## VI. ADJOURNMENT

***There being no further business, on motion by Council Member Sonnek, seconded by Council Member Walczak, with all present voting aye (5-0), Mayor Furlong adjourned the workshop meeting at 6:20 p.m.***

______________________________
Terrence J. Furlong, Mayor

Attest:

_______________________________________
Scott A. Duddeck, City Manager/Clerk

**City of North Saint Paul**
**November 17, 2020**
**Proposed Regular City Council Meeting Minutes**

## I. CALL TO ORDER

Mayor Furlong 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
Council Member Walczak
Council Member Sonnek
Mayor Furlong

Staff: City Manager Scott Duddeck, City Engineer Morgan Dawley, City Attorney Soren Mattick, Deputy Clerk Jennie Kloos.

## IV. ADOPT AGENDA

***On motion by Council Member Walczak, seconded by Council Member Sonnek, with all present voting aye (5-0), motion carried to approve the agenda as submitted.***

## V. PRESENTATIONS

A. Eagle Scouts/Updated Walking Tour

City Manager Scott Duddeck stated no action is required on this item at tonight's meeting. He added a local youth, Micah Hale, is working on his Eagle Scout badge has met with the local Historical Society to implement a new walking tour project using new updated technology. He noted there will not be much involvement from a City standpoint, except perhaps some new signage.

## VI. APPROVAL OF CONSENT AGENDA

Council Member Thorsen stated he would like to pull Item C – Accounts Payable for questions and discussion. The City Council agreed.

***On motion by Council Member Petersen, seconded by Council Member Sonnek, with all present voting aye (5-0), motion carried to approve the consent agenda as amended, with Item C addressed under City Business, Resolution No. 2020-134 consisting of:***

A. October 20, 2020 workshop meeting minutes.
B. October 20, 2020 workshop meeting minutes.

C. General accounts payable: $1,883,897.61. **Moved to City Business**
D. HRA accounts payable: $49,494.46
E. Pay Voucher No. 6 – CSAH 68 (McKnight Road) Intersection Improvement Project
F. Pay Voucher No. 7 – 2020 Street and Utility Improvement Project
G. Ramsey County Election Services
H. Quarterly Finance and Project Reports

## VII. MEETING OPEN TO PUBLIC

***John Schmahl*** stated it was disappointing that the last two City Council meeting videos have not been accessible by the general public on the City's website. He added the agenda had the usual statement about how to access the meeting, but the link did not work. He expressed his frustration, adding he would have hoped this would be worked out by now.

Mr. Schmahl stated he tried to access tonight's meeting at 4:25 p.m. to ensure that he could contact City Staff during business hours if he had any problems. He added he noticed with some consternation that the workshop link was highlighted and active, but that was not the meeting he wanted to attend. He added when he clicked on the link for tonight's meeting, the link went to a meeting video from April 28, 2020. He noted he called City Hall, and Cynthia tried to help him, but she indicated Mr. Schmahl was trying to join the meeting too early.

Mayor Furlong stated he understands Mr. Schmahl's confusion. He added he too noticed that the meeting link was for the April 28, 2020 meeting. He added the same link is used for every meeting. He noted this is unknown territory and City Staff is doing their best.

Mr. Duddeck stated the link is always the same, to make it easier for people to find. He added City Staff works hard to maintain consistency for residents. He added it is likely that April 28, 2020 is the date of the first City Council Zoom meeting.

Mr. Schmahl stated it would be helpful to have the word "here" highlighted so people know where to go to access meetings.

## VIII. PUBLIC HEARINGS

There were no scheduled hearings.

## IX. CITY BUSINESS ACTION ITEMS & RECOMMENDATIONS

A. <u>Request to purchase/replace police vehicle</u>

Mr. Duddeck reviewed a request by the Police Department to purchase a new police vehicle. He added a police vehicle was recently struck by a suspect's vehicle, and the suspect was taken into custody. He noted the vehicle was a total loss, with damage in excess of $12,000.

Mr. Duddeck stated City Council approval is requested to add a new replacement vehicle on the previous order that was placed, under the same contract for the same price. He added a new vehicle would be delivered some time in February 2021.

Council Member Walczak asked how much it will cost to replace the police vehicle.

Mr. Duddeck stated 50% of the vehicle's cost has been recouped, but the vehicle will require equipment, including the cage in the car's interior. He added some items may be able to be replaced, and the Police Department will try to recoup additional costs from the other vehicle's owner.

***On motion by Council Member Walczak, seconded by Council Member Sonnek, with all present voting aye (5-0), motion carried to adopt Resolution No. 2020-135 authorizing purchase of a new police patrol vehicle.***

B. Kwik Trip at Anchor Commons – Site Plan and Conditional Use Permit

Mr. Duddeck reviewed a request for conditional use permit and site plan for a Kwik Trip gas station, convenience store and car wash to be located in Anchor Commons at 2275 Anchor Drive. The site, located in the MU-3 zoning district, will be accessible from Anchor Drive, and infrastructure has already been completed by the City. The gas station will be located at the center of the site, with the car wash to the north and 5-island gas pump canopy to the south. An outdoor seating area will be located near the two access points to Anchor Drive.

Mr. Duddeck stated the application meets all conditions for open space and landscaping, as well as exterior façade finishes. Rooftop equipment will not be visible due to the location of parapets at the perimeter. 18 parking stalls will be provided where 17 are required. Lighting exceeds requirements and the applicant has agreed to revise the lighting plan.

Mr. Duddeck stated the Planning Commission reviewed this application at their recent meeting and recommends City Council approval. He added City Staff recommends approval of the conditional use permit and conditional site plan approval for Kwik Trip, 2275 Anchor Drive.

Mayor Furlong requested clarification regarding sidewalks and the outdoor seating area.

The WSB consultant stated the outdoor seating area can be accessed from the convenience store, and Kwik Trip will have ready-to-eat food and meals that customers can enjoy in the seating area.

Council Member Walczak requested clarification regarding the lighting requirements. The WSB consultant stated lighting over the gas and diesel canopies exceeds the recommended limits. He added the applicant has agreed to revise the lighting plan, and they can pick different fixtures or use shielding to reduce lighting in those two locations, and also at the entrance.

Council Member Petersen stated she is very excited about the plans, and she likes Kwik Trip.

Council Member Thorsen stated he has never seen this issue with lighting before, in any project that has been reviewed by the City Council. He asked whether there is a way of measuring the light to ensure that the applicant is in compliance. The WSB consultant stated the lighting company uses computer-generated imagery to determine compliance with lighting regulations. He added the City Council may not have seen this requirement before because applicants are generally in compliance, and gas stations fixtures are higher, more numerous and difficult to screen. He noted City Staff is confident that the applicant will be able to comply with lighting regulations.

Dean George, representing Kwik Trip, stated the lighting plan is the same for every Kwik Trip submittal. He added the engineering team is revising the lighting plan to be submitted to City Staff.

Council Member Sonnek stated, at the Planning Commission did not have any concerns about this proposal at their recent meeting, and they expeditiously recommended City Council approval.

Mr. Duddeck stated Kwik Trip is renowned for their community support and involvement. Mr. George agreed, adding Kwik Trip strives to be the best possible corporate citizen, by becoming involved in the local Chamber of commerce, donating to local nonprofits, and being good community partners and neighbors.

Mayor Furlong expressed his appreciation for Mr. George's statement. He added this will be a great project for North St. Paul. He welcomed Kwik Trip to the community.

Mr. George stated Kwik Trip hopes to have a groundbreaking in spring 2021 with hopes for a summer grand opening.

***On motion by Council Member Walczak, seconded by Council Member Sonnek, with all present voting aye (5-0), motion carried to adopt Resolution No. 2020-136 approving a conditional use permit for a convenience store, gas station and car wash located at 2275 Anchor Drive.***

***On motion by Council Member Walczak, seconded by Council Member Thorsen, with all present voting aye (5-0), motion carried to adopt Resolution No. 2020-137 approving a site plan for a gas station, convenience store and car wash at located at 2275 Anchor Drive.***

C. Bruggeman 2329 17th Avenue Development

Mr. Duddeck reviewed a proposed Resolution to disband the agreement for the Bruggeman development, located at 2329 17th Avenue E. He added this issue was discussed at the City Council's Special Meeting on November 10, 2020.

City Attorney Soren Mattick stated the City Council discussed this development with the applicant in September 2020 as there were agreements that were time dependent. He added no documents have been executed. He noted, after discussions with City Staff, it was agreed that a formal Resolution to end the development agreement would be appropriate.

Mr. Mattick stated many staff hours and legal work have gone into this project which have not been reimbursed. He added the project could move forward under a different set of circumstances. He noted, however, his recommendation is to adopt the Resolution.

Mr. Duddeck stated Mr. Bruggeman has indicated that he does not intend to move forward with the project, but he would like to recoup some of his losses by selling his plans to a different developer. He added, however, City Staff's recommendation is to disband the agreement with Mr. Bruggeman.

Mr. Mattick stated the developer agreed in September 2020 to prepare all the necessary documentation, but he has not followed through. He added this project application has been ongoing for about two years and has been plagued by frustrating slowness. He noted another viable development option could be sought.

Council Member Thorsen stated the original proposal from Mr. Bruggeman was reviewed by the Economic Development Authority (EDA) in 2016 or 2017, for a dense townhome development. He added plans have changed multiple times. He noted the developer has costs associated with this plan, but the City also has costs that cannot be billed out.

Council Member Thorsen stated the City chose to purchase private property for development, which, in his opinion, is not a good idea. He added there has been wasted time and energy on the part of City Staff with nothing to show for it but a verbal purchase agreement. He noted he supports utilizing this property for the student-build housing program.

***On motion by Council Member Walczak, seconded by Council Member Petersen, with all present voting aye (5-0), motion carried to adopt Resolution No. 2020-138 repealing Resolution No. 2020-101 authorizing conveyance of City property located at 2329 17th Avenue East.***

D. Hometown Holiday Lights Display Contest

Mr. Duddeck reviewed a draft proposal for a residential holiday lights display contest that would be sponsored by the Business Association, to increase community involvement while complying with social distancing guidelines. He added best display awards are proposed for first and second place entries. He noted Communications Staff Kari Erpenbach is working on adding the information to the City website.

Mr. Duddeck stated, with City Council approval, the plans will be rolled out immediately, with the contest period from November 19 through December 10, 2020. The entries will be judged by an anonymous committee, with winners announced by a representative of the Business Association at the City Council's December 15, 2020 meeting. The proposal is for $100 prize for the first place entry, and $50 for second place, with a small trophy and yard sign for the winners.

Mr. Duddeck stated it is hoped that this will become an annual event, to be extended to commercial businesses as well as residences. He added the idea was brought forth by Council Member Thorsen, as a way of celebrating the holiday season with social distancing.

Council Member Thorsen stated many other communities sponsor this type of contest, which should be fun and easy, and hopefully can be expanded in future years. He added local businesses who want to participate by making a donation for the prizes can reach out to the Business Association. He noted the contest will be advertised, and winners recognized, on the city website and social media sites.

Mayor Furlong stated he supports this plan as it will be a positive and fun event that residents will appreciate. He added this will light up the town for a little while.

***On motion by Council Member Thorsen, seconded by Council Member Walczak, with all present voting aye (5-0), motion carried to adopt Resolution No. 2020-139 to approve Holiday Light Display Contest to be co-sponsored with the Business Association.***

E. Accounts Payable

Council Member Thorsen stated he pulled the Accounts Payable portion of the Consent Agenda for clarification on a few items.

Council Member Thorsen requested clarification regarding 2 bills listed on page 33 for Novafrost, Inc. for $113,000. He added he assumes that is for sanitary sewer work in the downtown area. He added infrastructure costs are usually paid by the developer for reimbursement from the TIF District, either directly from the City or through an escrow account.

Mr. Duddeck stated that is the normal process, but this portion of the project was started in advance, outside of the project, as it was necessary to relocate the sanitary sewer in Margaret Street to the alley behind the project area. He added City Staff plans to try to recoup some of the costs if possible.

Council Member Thorsen stated that would normally have been a separate item, with bids presented to the City Council for review and approval.

Mr. Duddeck stated two bids were received, and the low bidder completed the work. He added it was necessary to expedite this portion of the project to stay on schedule.

Council Member Thorsen requested clarification regarding the "Miscellaneous" expenses under "Credit Card". He added he is unsure how auditors would look at that, but he does not support Miscellaneous purchase accounts.

Mr. Duddeck stated City Staff is working on a process for itemizing credit card transactions, as it has become easier and more cost-efficient to make online purchases using the credit card. He added City Staff currently fill out a form each time they place an order, which falls under "Miscellaneous". He noted City Staff is reviewing an Amazon program that incorporates individual purchasing accounts under one customer, with itemized monthly billing that is paid through Accounts Payable and not by credit card.

***On motion by Council Member Thorsen, seconded by Council Member Sonnek, with all present voting aye (5-0), motion carried to approve General Accounts Payable of $1,883,897.61.***

## X. REPORTS OF CITY MANAGER AND DEPARTMENTS

Mr. Duddeck stated City Hall is closed to the public, although administrative operations continue as normal. He added there is concern due to the extreme increase in Covid-19 cases. He stressed the importance of workplace safety and minimizing exposure to Covid-19 for City Staff and others.

Mr. Duddeck stated construction in the downtown area continues, with concrete road surfaces poured in the past week. Sidewalks will not be installed this fall, but there will be pathways to ensure pedestrian safety. The new development on the City Hall site is under way, with construction of the underground parking garage, framing, and continued construction.

Mr. Duddeck stated he met recently with School District representatives regarding planned renovations at North High School, including a 21,000 square-foot, 3-story addition on the west end of the high school, providing classroom space for students who are currently walking back and forth to the District Center. He added the $30 million project will include renovations to the school's front entry.

Mr. Duddeck stated the M/I townhomes are selling rapidly, and foundations are being laid to continue building throughout the winter.

## XI. REPORTS OF COUNCIL, COMMISSIONS & COMMITTEES

Council Member Sonnek stated the Planning Commission met on December 3, 2020. He added Commissioner Mike Stahlmann will be stepping down after 2020. He expressed his appreciation of Commissioner Stahlmann for his many years of dedication to the City of North St. Paul.

Council Member Thorsen stated the Business Association meeting that was scheduled for November 10, 2020 was cancelled. He added the November 10, 2020 EDA meeting was rescheduled to November 18, 2020 via Zoom.

Mr. Duddeck stated he has heard from three EDA members who are unable to attend the November 18, 2020 meeting.

Mr. Duddeck stated City Commission openings will be posted on the City website this week, along with applications and other information.

Mayor Furlong stated he recently attended the Annual VFW Volunteer Appreciation Dinner. He added awards were presented to the Veterans' Park Committee and the City of North St. Paul, for their commitment and support for Veterans' Park and veterans' service organizations. He noted he accepted a plaque on behalf of the City. Several VFW members were recognized, including two veterans who have been members for 75 years.

## XII. GENERAL BUSINESS

Council Member Sonnek wished everyone a happy Thanksgiving.

Council Member Walczak wished everyone a happy and blessed Thanksgiving. She urged everyone to be safe.

Council Member Peterson wished everyone a good holiday.

Councilmember Thorsen wished everyone a happy and safe Thanksgiving

Mayor Furlong agreed with the Council Members' comments and wishes for a blessed and safe Thanksgiving for everyone. He added he is looking forward to the holiday lights displays.

Mr. Duddeck stated a memorial service will take place this Saturday, November 21, 2020 for Don Regan, who passed away on October 23, 2020. He added Mr. Regan was a pillar of the community. He noted a small, invitation-only service is planned, with a larger gathering for the general public in spring or summer 2021.

Mr. Duddeck stated Margaret Street will be closed from 15th Avenue to 17th Avenue from 10:00 a.m. – 1:00 p.m. for a small procession for Don Regan.

Mayor Furlong expressed sympathy at the passing of Jack Zwickey, a long-time North St. Paul community member. Mr. Zwickey was the owner of Zwickey Archery in North St. Paul and was known around the world for the arrowheads made by his company. Mr. Zwickey was 91 years old.

## XIII. CLOSED SESSION

There was no closed session.

## XIV. 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 meeting at 7:55 p.m.***

__________________________________
Terrence J. Furlong, Mayor

Attest: _____________________________________
Scott A. Duddeck, City Manager

NORTH ST.PAUL
*extraordinary.*

# MEMORANDUM

TO: Mayor & Council Members
FROM: Jacquelyn Lutmer - Accounting Technician
DATE: December 1, 2020
SUBJECT: Recommendation of approval of GENERAL claims list.

| Claim Date | | | |
|---|---|---|---|
| 11/20/2020 | Payroll Register DD | | $114,669.54 |
| 11/20/2020 | Payroll Direct Payables | | $99,178.21 |
| 11/20/2020 | Fire Payroll Register DD | | $11,545.37 |
| 11/20/2020 | Fire Payroll Direct Payables | | $3,778.07 |
| | | Payroll Subtotal | $229,171.19 |

| | | | |
|---|---|---|---|
| 11/12/2020 | CARES Act Relief Grant Checks | 137266-137318 | $ 505,178.00 |
| 11/19/2020 | A/P Checks | 137319 | $ 426,152.43 |
| 12/2/2020 | A/P Checks | 137320-137397 | $ 298,600.09 |
| 12/2/2020 | Drafts | 000908-000910 | $ 4,783,125.68 |
| | | AP Subtotal | $ 6,013,056.20 |
| | | Grand Total | $ 6,242,227.39 |

Approved this 1st day of December, 2020

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

*** REGISTER TOTALS ***

| | | |
|---|---|---|
| REGULAR CHECKS: | | |
| DIRECT DEPOSIT REGULAR CHECKS: | 65 | 114,669.54 |
| MANUAL CHECKS: | | |
| PRINTED MANUAL CHECKS: | | |
| DIRECT DEPOSIT MANUAL CHECKS: | | |
| VOIDED CHECKS: | | |
| NON CHECKS: | | |
| | | -------------- |
| TOTAL CHECKS: | 65 | 114,669.54 |

*** NO ERRORS FOUND ***

** END OF REPORT **

PACKET: 04691 11/20/20 PAYROLL - 9

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

BANK: AP PREMIER BANK

| VENDOR | I.D. | NAME | ITEM TYPE | PAID DATE | DISCOUNT | AMOUNT | ITEM NO# | ITEM AMOUNT |
|---|---|---|---|---|---|---|---|---|
| E05000 | | EFTPS | | | | | | |
| | I-T1 202011186385 | FEDERAL WITHHOLDING | D | 11/20/2020 | | 16,744.53 | 000900 | |
| | I-T3 202011186385 | FICA TAXES | D | 11/20/2020 | | 14,039.04 | 000900 | |
| | I-T4 202011186385 | MEDICARE TAXES | D | 11/20/2020 | | 5,207.62 | 000900 | 35,991.19 |
| H08033 | | H S A BANK | | | | | | |
| | I-444202011186385 | HSA ACCOUNT | D | 11/20/2020 | | 5,745.00 | 000901 | 5,745.00 |
| I09137 | | I C M A DISTRIBUTION CENTER | | | | | | |
| | C-26 202011186385 | LOAN PAYMENTS TO ICMA | D | 11/20/2020 | | 317.17CR | 000902 | |
| | I-2 202011186385 | EMP/EMPR DEFERRED COMP | D | 11/20/2020 | | 10,130.98 | 000902 | |
| | I-21 202011186385 | EMP/EMPR DEFERRED COMP | D | 11/20/2020 | | 2,260.68 | 000902 | |
| | I-2CM202011186385 | CITY MGR 9% DEFERRED COMP | D | 11/20/2020 | | 658.21 | 000902 | |
| | I-2IR202011186385 | EMP/EMPR DEFERRED COM | D | 11/20/2020 | | 1,390.00 | 000902 | 14,122.70 |
| M12900 | | MNEFTS | | | | | | |
| | I-T2 202011186385 | MN Income Tax WH | D | 11/20/2020 | | 7,388.61 | 000903 | 7,388.61 |
| M13320 | | MN STATE RETIREMENT SYSTEM | | | | | | |
| | I-12 202011186385 | POST DEDUCTIONS | D | 11/20/2020 | | 850.00 | 000904 | 850.00 |
| P16470 | | P E R A | | | | | | |
| | I-91 202011186385 | 6634-00 REG PERA | D | 11/20/2020 | | 15,208.46 | 000905 | |
| | I-92 202011186385 | 6634-00 PERA PD | D | 11/20/2020 | | 19,732.23 | 000905 | |
| | I-94 202011186385 | 6634-00 PERA DCP ELECTED | D | 11/20/2020 | | 140.02 | 000905 | 35,080.71 |

| * * 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 | 99,178.21 | 99,178.21 |
| 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 | 99,178.21 | 99,178.21 |

*** REGISTER TOTALS ***

| | | |
|---|---|---|
| REGULAR CHECKS: | | |
| DIRECT DEPOSIT REGULAR CHECKS: | 25 | 11,545.37 |
| MANUAL CHECKS: | | |
| PRINTED MANUAL CHECKS: | | |
| DIRECT DEPOSIT MANUAL CHECKS: | | |
| VOIDED CHECKS: | | |
| NON CHECKS: | 1 | |
| | | -------------- |
| TOTAL CHECKS: | 25 | 11,545.37 |

*** NO ERRORS FOUND ***

** END OF REPORT **

PACKET: 04692 11/20/20 FIRE PAYROLL - 9

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

BANK: AP PREMIER BANK

| VENDOR | I.D. | NAME | ITEM TYPE | PAID DATE | DISCOUNT | AMOUNT | ITEM NO# | ITEM AMOUNT |
|---|---|---|---|---|---|---|---|---|
| E05000 | | EFTPS | | | | | | |
| | I-T1 202011186386 | FEDERAL WITHHOLDING | D | 11/20/2020 | | 1,268.76 | 000906 | |
| | I-T3 202011186386 | FICA TAXES | D | 11/20/2020 | | 1,765.08 | 000906 | |
| | I-T4 202011186386 | MEDICARE TAXES | D | 11/20/2020 | | 412.80 | 000906 | 3,446.64 |
| M12900 | | MNEFTS | | | | | | |
| | I-T2 202011186386 | MN Income Tax WH | D | 11/20/2020 | | 331.43 | 000907 | 331.43 |

| * * 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 | 3,778.07 | 3,778.07 |
| 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 | 3,778.07 | 3,778.07 |

PACKET: 04689 CARES ACT RELIEF GRANT

VENDOR SET: 01 **** CHECK LISTING ****

BANK : AP PREMIER BANK

| VENDOR | NAME / I.D. | DESC | CHECK TYPE | CHECK DATE | DISCOUNT | AMOUNT | CHECK NO# | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 100001 | ANTIQUES AT THE PHARMACY | | | | | | | |
| | I-202011126346 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 4,382.00CR | 137266 | 4,382.00 |
| 100002 | WORLD AROUND US | | | | | | | |
| | I-202011126331 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137267 | 10,000.00 |
| 100003 | NORTH ST PAUL PIZZA FACTORY, INC | | | | | | | |
| | I-202011126349 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137268 | 10,000.00 |
| 100004 | ACROSS COUNTRY TOURS LLC | | | | | | | |
| | I-202011126332 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137269 | 10,000.00 |
| 100005 | HEALTHSTAR HOME HEALTH | | | | | | | |
| | I-202011126333 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137270 | 10,000.00 |
| 100006 | GARRYINSURANCENTER | | | | | | | |
| | I-202011126334 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 7,637.00CR | 137271 | 7,637.00 |
| 100007 | BLOOMING PORTRAITS | | | | | | | |
| | I-202011126335 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 3,000.00CR | 137272 | 3,000.00 |
| 100008 | GALLAGHER FINANCIAL SERVICES INC | | | | | | | |
| | I-202011126336 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137273 | 10,000.00 |
| 100009 | MADISON AUTOMOTIVE, INC | | | | | | | |
| | I-202011126337 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137274 | 10,000.00 |
| 100010 | PTN COMPUTERS | | | | | | | |
| | I-202011126338 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137275 | 10,000.00 |
| 100011 | EAGLE CREST RENTALS LLC | | | | | | | |
| | I-202011126339 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137276 | 10,000.00 |
| 100012 | VICKIE PINDER AGENCY INC | | | | | | | |
| | I-202011126340 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137277 | 10,000.00 |
| 100013 | HAIRSTYLES UNLIMITED OF NORTH ST PAUL | | | | | | | |
| | I-202011126341 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 8,000.00CR | 137278 | 8,000.00 |
| 100014 | WEBER'S INVESTMENT CORP | | | | | | | |
| | I-202011126342 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137279 | 10,000.00 |

| VENDOR | NAME / I.D. | DESC | CHECK TYPE | CHECK DATE | DISCOUNT | AMOUNT | CHECK NO# | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 100015 | WEBER CONSULTING ASSOCIATES, INC | | | | | | | |
| | I-202011126343 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137280 | 10,000.00 |
| 100016 | PERFECTLY IMPERFECT STUDIOS | | | | | | | |
| | I-202011126344 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137281 | 10,000.00 |
| 100017 | SAGE STEAM ACADEMY LLC | | | | | | | |
| | I-202011126345 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137282 | 10,000.00 |
| 100018 | LUV AT FIRST SITE LLC | | | | | | | |
| | I-202011126347 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137283 | 10,000.00 |
| 100019 | A.L. BAUMANN DDS PA | | | | | | | |
| | I-202011126348 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137284 | 10,000.00 |
| 100020 | A TOUCH OF MAGIC, INC | | | | | | | |
| | I-202011126350 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 9,792.00CR | 137285 | 9,792.00 |
| 100021 | CROSSROADS HAIR DESIGNERS | | | | | | | |
| | I-202011126351 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137286 | 10,000.00 |
| 100022 | POLAR FAMILY CHIROPRACTIC CENTER | | | | | | | |
| | I-202011126352 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137287 | 10,000.00 |
| 100023 | TCP NORTH ST PAUL LLC | | | | | | | |
| | I-202011126353 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137288 | 10,000.00 |
| 100024 | ARTHUR O. HAUKLAND CLUB INC | | | | | | | |
| | I-202011126355 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137289 | 10,000.00 |
| 100025 | NORTH STAR HANDICAPPED HELPERS | | | | | | | |
| | I-202011126356 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137290 | 10,000.00 |
| 100026 | A CHAU RESTAURANT | | | | | | | |
| | I-202011126357 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137291 | 10,000.00 |
| 100028 | BIGHLEY AUTO BODY INC | | | | | | | |
| | I-202011126358 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137292 | 10,000.00 |
| 100030 | JAMES G. KOLLER DDS PA | | | | | | | |
| | I-202011126359 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137293 | 10,000.00 |

PACKET: 04689 CARES ACT RELIEF GRANT
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP PREMIER BANK

| VENDOR | NAME / I.D. | DESC | CHECK TYPE | CHECK DATE | DISCOUNT | AMOUNT | CHECK NO# | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 100031 | NEUMANNS VINTAGE SPEAKEASY INC | | | | | | | |
| | I-202011126360 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137294 | 10,000.00 |
| 100032 | SHANGRI-LA #3 | | | | | | | |
| | I-202011126361 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137295 | 10,000.00 |
| 100033 | T&S SUPPLY LLC | | | | | | | |
| | I-202011126362 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137296 | 10,000.00 |
| 100034 | CHINA CHEF RESTAURANT | | | | | | | |
| | I-202011126363 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137297 | 10,000.00 |
| 100035 | K&J CATERING | | | | | | | |
| | I-202011126364 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137298 | 10,000.00 |
| 100036 | JCC LLC | | | | | | | |
| | I-202011126365 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 2,367.00CR | 137299 | 2,367.00 |
| 100037 | BODETOX INC | | | | | | | |
| | I-202011126366 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137300 | 10,000.00 |
| 100038 | TWIN CITY ADULT DAY SERVICES LLC | | | | | | | |
| | I-202011126367 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137301 | 10,000.00 |
| 100039 | DIVISION STREET FUELS | | | | | | | |
| | I-202011126368 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137302 | 10,000.00 |
| 100040 | RODDY'S BAR & GRILL | | | | | | | |
| | I-202011126369 | RODDY'S BAR & GRILL | R | 11/12/2020 | | 10,000.00CR | 137303 | 10,000.00 |
| 100042 | NICKY'S E-CIG TOBACCO | | | | | | | |
| | I-202011126372 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137304 | 10,000.00 |
| 100043 | STARLIFT LLC | | | | | | | |
| | I-202011126373 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137305 | 10,000.00 |
| 100044 | VILLAGE PIZZA | | | | | | | |
| | I-202011126374 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137306 | 10,000.00 |
| 100046 | THE DONUT FAMILY | | | | | | | |
| | I-202011126375 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137307 | 10,000.00 |

PACKET: 04689 CARES ACT RELIEF GRANT

VENDOR SET: 01 **** CHECK LISTING ****

BANK : AP PREMIER BANK

| VENDOR | NAME / I.D. | DESC | CHECK TYPE | CHECK DATE | DISCOUNT | AMOUNT | CHECK NO# | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 100047 | MCKEE SIGN SERVICE LLC | | | | | | | |
| | I-202011126376 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137308 | 10,000.00 |
| 100048 | TRACY LUTHER AUCTIONS & ANTIQUES | | | | | | | |
| | I-202011126377 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137309 | 10,000.00 |
| 100049 | GRAFFIC TRAFFIC | | | | | | | |
| | I-202011126378 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137310 | 10,000.00 |
| 100050 | BEST BODIES INC | | | | | | | |
| | I-202011126379 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137311 | 10,000.00 |
| 100051 | MW DATA INC | | | | | | | |
| | I-202011126380 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137312 | 10,000.00 |
| 100052 | AMERICAN LEGION CLUB 39 | | | | | | | |
| | I-202011126381 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137313 | 10,000.00 |
| 100053 | VEGAS NAILS | | | | | | | |
| | I-202011126382 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137314 | 10,000.00 |
| 100054 | HAUS THEORY LLC | | | | | | | |
| | I-202011126383 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137315 | 10,000.00 |
| 100055 | LA GARAGE AND GALLERY LLC | | | | | | | |
| | I-202011126384 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137316 | 10,000.00 |
| 100056 | PAPERBACKS PLUS BOOKSTORE | | | | | | | |
| | I-202011126371 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137317 | 10,000.00 |
| S19075 | SANDY'S SEWING DEN | | | | | | | |
| | I-202011126354 | CARES ACT RELIEF GRANT | R | 11/12/2020 | | 10,000.00CR | 137318 | 10,000.00 |

| * * T O T A L S * * | NO# | DISCOUNTS | CHECK AMT | TOTAL APPLIED |
|---|---|---|---|---|
| REGULAR CHECKS: | 53 | 0.00 | 505,178.00 | 505,178.00 |
| 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: | 53 | 0.00 | 505,178.00 | 505,178.00 |

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 04689 CARES ACT RELIEF GRANT

VENDOR SET: 01 **** CHECK LISTING ****

BANK : AP PREMIER BANK

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

** POSTING PERIOD RECAP **

| FUND | PERIOD | AMOUNT |
|---|---|---|
| 299 | 11/2020 | 505,178.00CR |
| ALL | | 505,178.00CR |

PACKET: 04694 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 |
|---|---|---|---|---|---|---|---|---|
| T19150 | T A SCHIFSKY & SONS INC | | | | | | | |
| | I-PAYVOUCHER#7 | 2020 STREET & UTILITY IMP PRJT | R | 11/19/2020 | | 426,152.43CR | 137319 | 426,152.43 |

| ** TOTALS ** | NO# | DISCOUNTS | CHECK AMT | TOTAL APPLIED |
|---|---|---|---|---|
| REGULAR CHECKS: | 1 | 0.00 | 426,152.43 | 426,152.43 |
| 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 | 426,152.43 | 426,152.43 |

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 04700 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 | KELLY REA | | | | | | | |
| | I-202011236393 | KELLY REA: | R | 12/02/2020 | | 300.00CR | 137320 | 300.00 |
| 1 | HANDY HELP LLC | | | | | | | |
| | I-202011236396 | HANDY HELP LLC: | R | 12/02/2020 | | 300.00CR | 137321 | 300.00 |
| 1 | CROSSROADS HAIR DESIGNERS | | | | | | | |
| | I-202011236397 | CROSSROADS HAIR DESIGNERS: | R | 12/02/2020 | | 144.91CR | 137322 | 144.91 |
| 1 | TRAVIS & CASSIDY DAVIS | | | | | | | |
| | I-202011236398 | TRAVIS & CASSIDY DAVIS: | R | 12/02/2020 | | 100.00CR | 137323 | 100.00 |
| 1 | HAIRSTYLES UNLIMITED | | | | | | | |
| | I-202011236402 | HAIRSTYLES UNLIMITED: | R | 12/02/2020 | | 415.00CR | 137324 | 415.00 |
| 1 | ALENA YANG | | | | | | | |
| | I-202011236403 | ALENA YANG: | R | 12/02/2020 | | 100.00CR | 137325 | 100.00 |
| 1 | ALENA YANG | | | | | | | |
| | I-202011236404 | ALENA YANG: | R | 12/02/2020 | | 100.00CR | 137326 | 100.00 |
| 1 | MARK FALTEISEK | | | | | | | |
| | I-202011236405 | MARK FALTEISEK: | R | 12/02/2020 | | 100.00CR | 137327 | 100.00 |
| 1 | JORDAN KINSLOW | | | | | | | |
| | I-202011236406 | JORDAN KINSLOW: | R | 12/02/2020 | | 100.00CR | 137328 | 100.00 |
| 1 | BRUCE KOOPMEINER | | | | | | | |
| | I-202011236407 | BRUCE KOOPMEINER: | R | 12/02/2020 | | 100.00CR | 137329 | 100.00 |
| 1 | DAVID ORLANDO | | | | | | | |
| | I-202011236408 | DAVID ORLANDO: | R | 12/02/2020 | | 300.00CR | 137330 | 300.00 |
| 1 | COLLEEN PEARSON | | | | | | | |
| | I-202011236409 | COLLEEN PEARSON: | R | 12/02/2020 | | 200.00CR | 137331 | 200.00 |
| 1 | MADISON STILP | | | | | | | |
| | I-202011236410 | MADISON STILP: | R | 12/02/2020 | | 200.00CR | 137332 | 200.00 |
| 1 | BECKY NEVE | | | | | | | |
| | I-202011236411 | BECKY NEVE: | R | 12/02/2020 | | 175.00CR | 137333 | 175.00 |

PACKET: 04700 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 | SYDNEE SCHAEFBAUER | | | | | | | |
| | I-202011236412 | SYDNEE SCHAEFBAUER: | R | 12/02/2020 | | 200.00CR | 137334 | 200.00 |
| 1 | XAI MOUA | | | | | | | |
| | I-202011236413 | XAI MOUA: | R | 12/02/2020 | | 200.00CR | 137335 | 200.00 |
| 1 | MORGAN RODRIGUEZ | | | | | | | |
| | I-202011236414 | MORGAN RODRIGUEZ: | R | 12/02/2020 | | 300.00CR | 137336 | 300.00 |
| 1 | SYLVIA NEBLETT | | | | | | | |
| | I-202011236415 | SYLVIA NEBLETT: | R | 12/02/2020 | | 300.00CR | 137337 | 300.00 |
| 1 | ZACHARY PONDER | | | | | | | |
| | I-202011236416 | ZACHARY PONDER: | R | 12/02/2020 | | 200.00CR | 137338 | 200.00 |
| 1 | ANGEL HERNANDEZ | | | | | | | |
| | I-202011236417 | ANGEL HERNANDEZ: | R | 12/02/2020 | | 300.00CR | 137339 | 300.00 |
| 1 | ARNOLD MAYERS | | | | | | | |
| | I-202011236418 | ARNOLD MAYERS: | R | 12/02/2020 | | 200.00CR | 137340 | 200.00 |
| A01012 | ABLE HOSE & RUBBER INC | | | | | | | |
| | I-221588-001 | WATER METER HOSE | R | 12/02/2020 | | 125.10CR | 137341 | 125.10 |
| A01310 | ASPEN MILLS | | | | | | | |
| | I-264101 | FD UNIFORM BADGES | R | 12/02/2020 | | 492.88CR | 137342 | |
| | I-264463 | UNIFORM CAPTAIN WEBER | R | 12/02/2020 | | 342.75CR | 137342 | |
| | I-264719 | UNIFORM CAPTAIN MELLEN | R | 12/02/2020 | | 49.40CR | 137342 | |
| | I-264720 | UNIFORM LIEUTENANT JOHNSON | R | 12/02/2020 | | 18.00CR | 137342 | |
| | I-264721 | UNIFORM LIEUTENANT DIGIACOMO | R | 12/02/2020 | | 45.40CR | 137342 | 948.43 |
| A01629 | AUTOMATIC SYSTEMS CO | | | | | | | |
| | I-35469S | KIDDIE CORNER LIFT STAT REPAIR | R | 12/02/2020 | | 1,006.60CR | 137343 | |
| | I-35505S | WELL 2 SOFT STARTER | R | 12/02/2020 | | 341.00CR | 137343 | 1,347.60 |
| B02161 | BOYER TRUCKS | | | | | | | |
| | I-934251 | 503 BRAKE CHAMBER | R | 12/02/2020 | | 45.31CR | 137344 | 45.31 |
| B02247 | BSN SPORTS | | | | | | | |
| | I-910296232 | FD FACE MASKS | R | 12/02/2020 | | 930.00CR | 137345 | 930.00 |
| B02267 | BUBERL BLACK DIRT INC | | | | | | | |
| | I-25303 | BLACK DIRT 10TH AVE | R | 12/02/2020 | | 600.00CR | 137346 | 600.00 |

PACKET: 04700 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 |
|---|---|---|---|---|---|---|---|---|
| C03000 | CALLNET | | | | | | | |
| | I-201102120101 | ANSWERING SERVICE 10/12-11/8 | R | 12/02/2020 | | 995.00CR | 137347 | 995.00 |
| C03002 | CAMPBELL KNUTSON PA | | | | | | | |
| | I-2076-0063G-26 | EASEMENTS | R | 12/02/2020 | | 625.50CR | 137348 | |
| | I-2076-0065G-23 | LEGAL FEES CODE COMPLIANCE | R | 12/02/2020 | | 198.00CR | 137348 | 823.50 |
| C03066 | CINTAS | | | | | | | |
| | I-4066038267 | UNIFORM SERVICES | R | 12/02/2020 | | 8.50CR | 137349 | |
| | I-4066038297 | UNIFORM SERVICES | R | 12/02/2020 | | 74.52CR | 137349 | |
| | I-4066038346 | UNIFORM SERVICES | R | 12/02/2020 | | 105.55CR | 137349 | |
| | I-4066749152 | UNIFORM SERVICES | R | 12/02/2020 | | 8.50CR | 137349 | |
| | I-4066749156 | UNIFORMS SERVICES | R | 12/02/2020 | | 74.52CR | 137349 | |
| | I-4067406091 | UNIFORM SERVICES | R | 12/02/2020 | | 77.07CR | 137349 | |
| | I-4067406162 | UNIFORM SERVICES | R | 12/02/2020 | | 8.50CR | 137349 | |
| | I-4067406172 | UNIFORM SERVICES | R | 12/02/2020 | | 105.22CR | 137349 | 462.38 |
| C03139 | COMCAST | | | | | | | |
| | I-202011236392 | DIGITAL ADAPTER 11/14-12/13 | R | 12/02/2020 | | 6.27CR | 137350 | 6.27 |
| C21221 | CENTURY LINK | | | | | | | |
| | I-202011236391 | PHONE SERVICE 11/1/20-11/30/20 | R | 12/02/2020 | | 217.76CR | 137351 | 217.76 |
| E05125 | EMERGENCY APPARATUS MTN | | | | | | | |
| | I-113782 | R&M FIRE RESCUE #540 GAGE | R | 12/02/2020 | | 543.72CR | 137352 | 543.72 |
| E05126 | EMERGENCY AUTOMOTIVE TECHNOLOGIES INC | | | | | | | |
| | I-NH102120-36 | R&M VEHICLES #2124 SPOTLIGHT | R | 12/02/2020 | | 84.03CR | 137353 | 84.03 |
| F06002 | FASTENAL | | | | | | | |
| | I-MNT11103650 | STREET SIGN HARDWARE | R | 12/02/2020 | | 48.46CR | 137354 | |
| | I-MNT11103704 | NUTS AND WASHERS | R | 12/02/2020 | | 31.28CR | 137354 | |
| | I-MNT11103740 | NUTS AND WASHERS | R | 12/02/2020 | | 75.60CR | 137354 | 155.34 |
| F06475 | FRA-DOR BLACK DIRT & RECY | | | | | | | |
| | I-2011055 | BLACK DIRT 10TH AVE | R | 12/02/2020 | | 850.00CR | 137355 | 850.00 |
| G07292 | GRAYBAR | | | | | | | |
| | I-9318803472 | HAND HOLES | R | 12/02/2020 | | 2,120.34CR | 137356 | 2,120.34 |
| H06055 | HAWKINS INC | | | | | | | |
| | I-4821675 | FLOURIDE FOR WELLS | R | 12/02/2020 | | 1,216.55CR | 137357 | 1,216.55 |

| VENDOR | NAME / I.D. | DESC | CHECK TYPE | CHECK DATE | DISCOUNT | AMOUNT | CHECK NO# | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| H08042 | HERNESS CONSTRUCTION CO | | | | | | | |
| | I-2947 | TEMP MAIL BOXES & LOST KEYS | R | 12/02/2020 | | 6,725.00CR | 137358 | 6,725.00 |
| H08127 | HILLCREST BRAKE & ALIGN | | | | | | | |
| | I-3668 | TIRE MOUNTING SQUAD #514 | R | 12/02/2020 | | 146.00CR | 137359 | |
| | I-3672 | R&M FIRE SQUAD 513 | R | 12/02/2020 | | 2,530.01CR | 137359 | 2,676.01 |
| H14077 | CORE & MAIN LP | | | | | | | |
| | I-N203077 | CURB STOP | R | 12/02/2020 | | 105.58CR | 137360 | 105.58 |
| I09178 | STUART C IRBY CO | | | | | | | |
| | I-S012071841.002 | CONNECTORS, RODS & ELBOWS | R | 12/02/2020 | | 2,395.80CR | 137361 | |
| | I-S012095709.003 | TRANSFORMER WARNING LABELS | R | 12/02/2020 | | 370.50CR | 137361 | |
| | I-S012168278.002 | CONDUIT | R | 12/02/2020 | | 1,950.00CR | 137361 | 4,716.30 |
| K11143 | KEYS WELL DRILLING CO | | | | | | | |
| | I-2020096 | SERVICE CALL WELL PUMP #2 | R | 12/02/2020 | | 125.00CR | 137362 | 125.00 |
| K11275 | KLM ENGINEERING INC | | | | | | | |
| | I-7639 | ANTENNA INSPECTION SERVICE | R | 12/02/2020 | | 4,000.00CR | 137363 | |
| | I-7919 | ANTENNA DRAWING REVIEW | R | 12/02/2020 | | 1,500.00CR | 137363 | 5,500.00 |
| L12384 | LOCAL UNION #320 | | | | | | | |
| | I-202011236394 | NOV 2020 UNION DUES | R | 12/02/2020 | | 1,533.00CR | 137364 | 1,533.00 |
| M13056 | CITY OF MAPLEWOOD | | | | | | | |
| | I-202011236401 | OCT 2020 MAPLEWOOD UB | R | 12/02/2020 | | 30,354.59CR | 137365 | 30,354.59 |
| M13074 | MET COUNCIL ENVIRONMENTAL SVCS | | | | | | | |
| | I-0001115993 | DEC WASTE WATER SERVICES | R | 12/02/2020 | | 89,385.71CR | 137366 | 89,385.71 |
| M13081 | MUNICIPAL EMERGENCY SERVICES | | | | | | | |
| | I-IN1516858 | OUT OF SERVICE HYDRANT SIGNS | R | 12/02/2020 | | 90.00CR | 137367 | |
| | I-IN1517262 | FIRE ATTACK HOSE | R | 12/02/2020 | | 817.80CR | 137367 | 907.80 |
| M13109 | MENARDS-MAPLEWOOD | | | | | | | |
| | I-64721 | 2" PVC EXPANSION COUPLING | R | 12/02/2020 | | 41.04CR | 137368 | 41.04 |
| M13110 | MENARDS-OAKDALE | | | | | | | |
| | I-10930 | WELL #2 STRUCTURE REPAIR | R | 12/02/2020 | | 845.63CR | 137369 | |
| | I-10960 | 502 LUMBER FOR TRUCK | R | 12/02/2020 | | 97.46CR | 137369 | |
| | I-11059 | WELL #2 STRUCTURE REPAIR | R | 12/02/2020 | | 17.52CR | 137369 | |
| | I-11229 | MAILBOX REPAIR | R | 12/02/2020 | | 84.24CR | 137369 | |
| | I-11279 | ADHESIVE | R | 12/02/2020 | | 19.88CR | 137369 | |
| | I-11280 | ABRASIVE BLASTING CRYSTAL | R | 12/02/2020 | | 179.80CR | 137369 | |
| | I-11353 | SPACERS FOR RESCUE #540 | R | 12/02/2020 | | 57.80CR | 137369 | |
| | I-11596 | SELF ADHESIVE NUMBERS | R | 12/02/2020 | | 3.60CR | 137369 | |
| | I-11987 | PAINT SPRAYER, SAND BLAST ABR | R | 12/02/2020 | | 839.75CR | 137369 | |
| | I-12067 | PVC EXPANSION COUPLING | R | 12/02/2020 | | 137.90CR | 137369 | 2,283.58 |

| VENDOR | NAME / I.D. | DESC | CHECK TYPE | CHECK DATE | DISCOUNT | AMOUNT | CHECK NO# | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| M13192 | MN BENEFIT ASSOC | | | | | | | |
| | I-2020-0111819 | DEC LIFE INSURANCE | R | 12/02/2020 | | 71.17CR | 137370 | 71.17 |
| N07096 | NAPA AUTO PARTS | | | | | | | |
| | I-3617-065042 | WIPER BLADES #515 & #513 | R | 12/02/2020 | | 30.76CR | 137371 | 30.76 |
| N14114 | QUADIENT LEASING USA INC | | | | | | | |
| | I-16219977 | POSTAGE MACHINE INK CARTRIDG | R | 12/02/2020 | | 139.73CR | 137372 | 139.73 |
| O15006 | OAKDALE RENTAL CENTER | | | | | | | |
| | I-152389 | CONCRETE SIDEWALK REPAIR | R | 12/02/2020 | | 264.00CR | 137373 | 264.00 |
| O15032 | ON-SITE SANITATION | | | | | | | |
| | I-0001030249 | NOV ROTARY PK RESTROOM | R | 12/02/2020 | | 130.00CR | 137374 | |
| | I-0001030250 | NOV 2329 10TH AVE RESTROOM | R | 12/02/2020 | | 57.00CR | 137374 | |
| | I-0001030251 | NOV SOUTHWOOD PK RESTROOM | R | 12/02/2020 | | 57.00CR | 137374 | |
| | I-0001030252 | NOV SILVER LK RESTROOMS | R | 12/02/2020 | | 57.00CR | 137374 | |
| | I-0001030254 | NOV NORTHWOOD PK RESTROOM | R | 12/02/2020 | | 57.00CR | 137374 | 358.00 |
| P16330 | POLAR CHEVROLET | | | | | | | |
| | I-256109 | R&M VEHICLES #1601 CHEVY VOLT | R | 12/02/2020 | | 65.65CR | 137375 | 65.65 |
| P16336 | POMPS TIRE SERVICE INC | | | | | | | |
| | I-210501224 | R&M VEHICLES - TIRES | R | 12/02/2020 | | 3,849.82CR | 137376 | 3,849.82 |
| R18010 | RAMSEY COUNTY | | | | | | | |
| | I-EMCOM-008837 | OCT FLEET RADIO SUPPORT | R | 12/02/2020 | | 492.96CR | 137377 | |
| | I-EMCOM-008855 | OCT 911 CAD SERVICES | R | 12/02/2020 | | 1,165.64CR | 137377 | |
| | I-EMCOM-008886 | OCT 911 DISPATCH SERVICES | R | 12/02/2020 | | 6,018.56CR | 137377 | |
| | I-RESFA-004201 | OCT 2020 RESIDENTIAL TIPPING | R | 12/02/2020 | | 24,987.86CR | 137377 | |
| | I-RESFA-4187 | OCT 2020 PUBLIC WORKS TIPPING | R | 12/02/2020 | | 1,183.69CR | 137377 | |
| | I-SHRFP-002244 | 2020 RC SWAT TRAINING EQUIP | R | 12/02/2020 | | 4,000.00CR | 137377 | 37,848.71 |
| R18022 | RAMSEY COUNTY-CEC- ENVIRONMENT HEALTH | | | | | | | |
| | I-202011236387 | OCT CEC HAULER REMITTANCE | R | 12/02/2020 | | 13,385.43CR | 137378 | 13,385.43 |
| R18030 | RDO EQUIPMENT COMPANY | | | | | | | |
| | I-W5542801 | #811 FRONT AXLE REBUILD | R | 12/02/2020 | | 10,586.68CR | 137379 | 10,586.68 |
| R18091 | RESCO | | | | | | | |
| | I-804134-00 | H-TAP CONNECTORS | R | 12/02/2020 | | 192.50CR | 137380 | |
| | I-804219-00 | TRANSFORMER TIE DOWNS | R | 12/02/2020 | | 158.48CR | 137380 | 350.98 |

PACKET: 04700 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 |
|---|---|---|---|---|---|---|---|---|
| S18996 | SAFE-FAST INC | | | | | | | |
| | I-INV239061 | COVERALLS & EAR PLUGS | R | 12/02/2020 | | 302.50CR | 137381 | 302.50 |
| S19178 | SHERWIN-WILLIAMS | | | | | | | |
| | I-8425-6 | PRIMER & SAND PAPER | R | 12/02/2020 | | 68.51CR | 137382 | |
| | I-8727-5 | PAINT | R | 12/02/2020 | | 351.68CR | 137382 | 420.19 |
| S19234 | SONCO PERIMETER SECURITY | | | | | | | |
| | I-000913 | BARRICADE T-STANDS | R | 12/02/2020 | | 8,739.35CR | 137383 | 8,739.35 |
| S19409 | STAR TRIBUNE | | | | | | | |
| | I-I00372100-10252020 | PUBLIC HEARING 2275 ANCHOR DR | R | 12/02/2020 | | 78.60CR | 137384 | 78.60 |
| T19150 | T A SCHIFSKY & SONS INC | | | | | | | |
| | I-66684 | FILL SAND & RECYCLED BASE | R | 12/02/2020 | | 542.06CR | 137385 | |
| | I-66706 | MATERIAL TO FIX HYDRANT | R | 12/02/2020 | | 825.12CR | 137385 | |
| | I-66760 | PATCHING MATERIALS | R | 12/02/2020 | | 363.13CR | 137385 | 1,730.31 |
| T20076 | TOSHIBA FINANCIAL SERVICES | | | | | | | |
| | I-5012610580 | NOVEMBER 2020 COPIER LEASE | R | 12/02/2020 | | 195.09CR | 137386 | 195.09 |
| T20126 | TENNIS SANITATION LLC | | | | | | | |
| | I-2791343 | OCT 2020 SOLID WASTE | R | 12/02/2020 | | 45,957.50CR | 137387 | |
| | I-2791344 | OCT 2020 2538 SEPPALA | R | 12/02/2020 | | 273.00CR | 137387 | |
| | I-2791346 | OCT 2020 2290 1ST ST N | R | 12/02/2020 | | 91.00CR | 137387 | |
| | I-2791347 | OCT 2020 2400 MARGARET | R | 12/02/2020 | | 91.00CR | 137387 | 46,412.50 |
| T20191 | TIMESAVER OFF SITE SECRETARIAL INC. | | | | | | | |
| | I-M26019 | 11/5 PC SECRETARIAL SERVICES | R | 12/02/2020 | | 183.50CR | 137388 | 183.50 |
| T20192 | T-MOBILE | | | | | | | |
| | I-202011236388 | FD/PD CARDS 10/11-11/10 | R | 12/02/2020 | | 615.54CR | 137389 | |
| | I-202011236389 | PD/FD TABLETS/CARDS 10/9-11/8 | R | 12/02/2020 | | 610.05CR | 137389 | 1,225.59 |
| T20260 | TRENCHERS PLUS INC | | | | | | | |
| | I-RT42950 | 704 SUBLET TO TRENCHERS PLUS | R | 12/02/2020 | | 2,611.38CR | 137390 | 2,611.38 |
| T20285 | TRI STATE BOBCAT INC | | | | | | | |
| | I-A79751 | 620 SENSOR | R | 12/02/2020 | | 108.22CR | 137391 | 108.22 |
| T20470 | TWIN CITY WATER CLINIC INC | | | | | | | |
| | I-15376 | OCT 2020 WATER SAMPLES | R | 12/02/2020 | | 256.00CR | 137392 | 256.00 |

PACKET: 04700 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 |
|---|---|---|---|---|---|---|---|---|
| U21215 | UPS | | | | | | | |
| | I-0000R93F25440 | SHIPPING CHARGE | R | 12/02/2020 | | 18.01CR | 137393 | 18.01 |
| V01101 | VERIZON WIRELESS | | | | | | | |
| | I-9866681499 | PHONE SERVICE 10/11-11/10 | R | 12/02/2020 | | 525.15CR | 137394 | 525.15 |
| X14164 | XCEL ENERGY | | | | | | | |
| | I-0435645179 | NAT GAS COMM CTR 10/14-11/12 | R | 12/02/2020 | | 1,606.45CR | 137395 | |
| | I-0435652749 | NAT GAS PW BLDG 10/14-11/12 | R | 12/02/2020 | | 1,299.23CR | 137395 | 2,905.68 |
| Z26030 | ZARNOTH BRUSH WORKS INC | | | | | | | |
| | I-0182378-IN | BROOM FOR BOBCAT WALKS/PATHS | R | 12/02/2020 | | 459.05CR | 137396 | 459.05 |
| Z26047 | ZAYO GROUP LLC | | | | | | | |
| | I-2020110011274 | NOV 2020 FIBER SERVICE | R | 12/02/2020 | | 5,318.19CR | 137397 | 5,318.19 |

PACKET: 04700 Regular Payments
VENDOR SET: 01 *** DRAFT/OTHER LISTING ***
BANK : AP PREMIER BANK

| VENDOR | NAME / I.D. | DESC | ITEM TYPE | PAID DATE | DISCOUNT | AMOUNT | ITEM NO# | ITEM AMOUNT |
|---|---|---|---|---|---|---|---|---|
| E05241 | ELAVON | | | | | | | |
| | I-202011236390 | OCT 2020 CREDIT CARD SERVICES | D | 11/05/2020 | | 14,525.91CR | 000908 | 14,525.91 |
| L12085 | NORHT ST PAUL LAND & DEVELOPMENT CO | | | | | | | |
| | I-202011236399 | TIF 4-8 ONSITE DISBURSEMENT | D | 11/06/2020 | | 2,200,000.00CR | 000909 | |
| | I-202011236400 | TIF 4-8 OFFSITE DISBURSEMENT | D | 11/06/2020 | | 2,520,005.77CR | 000909 | 4,720,005.77 |
| M13248 | MN DEPT OF REVENUE | | | | | | | |
| | I-202011236395 | OCT 2020 SALES & USE TAX | D | 11/20/2020 | | 48,594.00CR | 000910 | 48,594.00 |

| ** TOTALS ** | NO# | DISCOUNTS | CHECK AMT | TOTAL APPLIED |
|---|---|---|---|---|
| REGULAR CHECKS: | 78 | 0.00 | 298,600.09 | 298,600.09 |
| HANDWRITTEN CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| PRE-WRITE CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| DRAFTS: | 3 | 0.00 | 4,783,125.68 | 4,783,125.68 |
| 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: | 81 | 0.00 | 5,081,725.77 | 5,081,725.77 |

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

NORTH
ST.PAUL
*extraordinary.*

# MEMORANDUM

TO: HRA Chairman and Commissioners
FROM: Jacquelyn Lutmer, Accounting Technician
DATE: December 1, 2020
SUBJECT: Recommendation of approval of HRA claims list.

| Claim Date | | | |
|---|---|---|---|
| 12/2/2020 | A/P Check Register | 137398 | $ 56.13 |
| | | Total | $56.13 |

Approved this 1st day of December, 2020

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

PACKET: 04701 HRA A/P

VENDOR SET: 01 **** CHECK LISTING ****

BANK : AP PREMIER BANK

| VENDOR | NAME / I.D. | DESC | CHECK TYPE | CHECK DATE | DISCOUNT | AMOUNT | CHECK NO# | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| X14164 | XCEL ENERGY | | | | | | | |
| | I-0433878998 | GAS 2393 MARGARET 9/15-10/14 | R | 12/02/2020 | | 40.48CR | 137398 | |
| | I-0435674696 | GAS 2198 2ND ST 11/5-11/12 | R | 12/02/2020 | | 15.65CR | 137398 | 56.13 |

| * * T O T A L S * * | NO# | DISCOUNTS | CHECK AMT | TOTAL APPLIED |
|---|---|---|---|---|
| REGULAR CHECKS: | 1 | 0.00 | 56.13 | 56.13 |
| 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 | 56.13 | 56.13 |

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

Agenda Information Memorandum
North St. Paul City Council
December 1, 2020

FROM THE OFFICE OF ADMINISTRATION

**Agenda placement:** Consent Agenda

**Subject:** Non-Union Employee COLA & Wage Adjustments

**To:** Honorable Mayor and City Council

**Background/Facts**:

To be consistent with offering the same wage adjustments and COLA increase the City held off proposing changes for non-union employees until the majority of the collective bargaining agreements were agreed upon. For 2021, the City is proposing the following for non-union employees:

- Employees to be placed into their job classification step consistent with City's wage classification grid for 2021.
- A 2.5% COLA for 2021.
- Vacation Accrual: Modify the maximum accumulation of vacation hours for employees with 11-14 years of employment from 160 hours to 200 hours.
- Such adjustments are provided to full-time, three-quarter time and permanent part-time employees, but exclude temporary and seasonal employees.

The proposed adjustment is consistent with what the City has agreed upon in the 2019-2021 collective bargaining agreements for unionized City Staff. The wages for the City Manager are based on an employment agreement with the City, and is excluded from the 2.5% COLA and step placement.

**Recommendation:** It is recommended the City Council approve non-union employees be placed into their job classification step consistent with City's wage classification grid for 2021, modification of vacation accrual hours and a 2.5% COLA wage increase for non-union employees for 2021.

**Attachments:**
Resolution approving 2021 step placement, vacation accrual modification and COLA for 2021.

Respectfully submitted,

Scott Duddeck
City Manager/Clerk

**CITY OF NORTH ST. PAUL**

**RESOLUTION NO. 2020-XXX**

Consent Agenda

**RESOLUTION INCREASING EMPLOYEE WAGES FOR ALL CURRENT NON-UNION EMPLOYEES OF THE CITY OF NORTH ST. PAUL**

**WHEREAS,** to be consistent with what the City of North St. Paul (City) has agreed upon in the 2019-2021 collective bargaining agreements for unionized city staff, the City is providing non-union employees with the same wage increases; and

**WHEREAS,** Employees to be placed into their job classification step consistent with City's wage classification grid for 2021 and will receive a 2.5% COLA for 2021; and

**WHEREAS**, Vacation Accrual will be modified: the maximum accumulation of vacation hours for employees with 11-14 years of employment will be increased from 160 hours to 200 hours; and

**WHEREAS**, such adjustments are provided to full-time, three-quarter time and permanent part-time non-union employees, but exclude temporary and seasonal employees.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA,** all current non-union employees to be placed into their job classification step consistent with City's wage classification grid for 2021 and shall receive a 2.5% COLA for 2021.

**BE IT FURTHER RESOLVED**, the employer shall modify the vacation accrual hours for employees with 11-14 years of employment from 160 hours to 200 hours.

**ADOPTED** this 1st day of December 2020.

Motion by Council Member xxx
Second by Council Member xxx

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

Agenda Information Memorandum
North St. Paul City Council
December 1, 2020

FROM THE OFFICE OF THE FINANCE DEPARTMENT

Agenda placement: City Business

**To:** Honorable Mayor and City Council

**Subject:** 2021 City General Fund, EDA, and HRA Budgets & Property Tax Levies

**Background/Facts**:
The 2021 budget process began mid-summer, with staff being directed to maintain current service levels and to do so with minimal impacts to the property taxes paid by property owners. Budget meetings were then conducted with Council on August 11, August 18, August 25, and September 1 to discuss the department requested budgets, prioritize city services, and tax impacts to the median value home.

The City Council adopted the preliminary budget and property tax levy on September 15, 2020 and set December 1, 2020 as the date to hold the Truth in Taxation meeting and consider adopting the final 2021 budget and property tax levy.

In November 2020, parcel specific estimates of property taxes for 2021 were mailed by Ramsey County to property owners. The estimated taxes were based on the preliminary tax levy adopted at the September 15, 2020 City Council Meeting. This parcel specific mailing also included the notice of December 1, 2020 as the Truth in Taxation budget meeting.

Staff is requesting the following actions this evening:

- Conduct Truth in Taxation budget meeting and receive public input
- Adopt resolution approving 2021 final budgets and property tax levies

<u>City Levy:</u>

The proposed 2021 levy for City of North St. Paul is proposed to be $5,491,446 or flat to the 2020 levy. At this levy amount the median residential property in North St. Paul of $229,000, that experienced a 7.2% increase in value, will see the City share of their property tax bill increase by $13.85 or 1.56% for 2021. The total estimated city tax bill for the median residential property in 2021 is $902. As a reminder, assessed values are not final so depending on changes the tax impacts stated may change slightly.

Staff believes that the levy and budget accomplish a number of important objectives:

- Focus on basic City services and funding these activities adequately
- Demonstrate a commitment to existing infrastructure and proactive repair/replacement
- Adhere to a balanced budget
- Sufficient funding for Equipment Replacement, Building Maintenance, and Information Technology
- Ensure Residential market value growth outpaces tax increases
- Continue funding for City operated Police and Fire departments

Economic Development Authority (EDA) Levy

The Economic Development Authority works in concert with the City Council to achieve a shared vision of building a strong, adaptive local economy.

The proposed 2021 levy for The North St. Paul EDA is to be $184,687 up 10.74% or $17,918 over 2020. The above mentioned median value residential property in North St. Paul is estimated to have an EDA tax bill of approximately $30 for 2021.

The EDA Levy supports the following:

- Acquisition of real estate for redevelopment
- Developing a strategic vision for economic development
- Branding and marketing our City to internal and external audiences
- Providing existing business with local and regional resources
- Personnel and overhead expenses to administer the fund

Housing and Redevelopment Authority (HRA) Levy

The mission of the North St. Paul Housing and Redevelopment Authority is to support its homeowners throughout all cycles of life by providing a variety of quality housing options.

The proposed 2021 levy for The North St. Paul HRA is to be $188,456 up 10.74% or $18,284 over 2020. The above mentioned median value residential property in North St. Paul is estimated to have an HRA tax bill of approximately $31 for 2021.

The HRA levy supports the following:

- Student Built Housing Program
- Acquisition of real estate for redevelopment
- Monitoring remaining Home Improvement & Emergency Loans
- Personnel and overhead expenses to administer the fund

**Recommendation:** It is recommended the City Council adopted the three separate resolutions for the adoption of the Preliminary 2021 General Fund Budget and set the Preliminary Tax and Debt Levies for the City, adopt the Preliminary 2021 Economic Development Authority Fund Budget Levy, and adopt the Preliminary 2021 Housing & Redevelopment Authority Fund Budget Levy.

**Attachments:**

- Presentation of the General Fund, EDA, and HRA Budgets and Levies for 2021
- Resolution adopting the Preliminary 2021 General Fund Budget and Setting the Preliminary 2021 General Fund Tax Levy and Debt Service Levy
- Resolution Setting the Preliminary 2021 Economic Development Authority Fund Budget Levy
- Resolution Setting the Preliminary 2021 Housing & Redevelopment Authority Fund Budget Levy
- Proposed General Fund, EDA and HRA Budgets

Respectfully submitted,

/s/ JZ by JK

Jason Zimmerman
Finance Director

APPROVED FOR AGENDA ENCLOSURE:

/s/ SD by JK

Scott A. Duddeck
City Manager

# 2021 BUDGET AND TAX LEVY MEETING

DECEMBER 1, 2020

City of North St. Paul

# Property Tax Values, Levies and Tax Rates

- **Market Value** is an assessed value determined by the Ramsey County Assessors Office. Ramsey County has operated a countywide system since at least the 1930s. In 1974 the Legislature passed a law officially conferring the county assessor authority for assessing all taxable property in Ramsey County.
- **Market Value Exclusion** refers to the homestead market value exclusion. For most homestead properties, market value minus the homestead market value exclusion equals the taxable market value of the property.
- **Net Tax Capacity (NTC)** is derived by multiplying class rates by taxable market value and is the tax base used for levies other than most referendum levies.
- **Referendum Market Value (RMV)** is the total market value excluding the value of agricultural and seasonal-recreational property, and is the tax base used for referendum levies and city and county facility projects approved through a referendum.
- **Net Tax Capacity Levy** is the property tax levy applied to net tax capacity tax base. This amount does not include the portion of the levy that comes from Fiscal Disparities.
- **Referendum Market Value Levy** is the property tax levy applied to the referendum market value tax base. This amount does not include the portion of the levy that comes from Fiscal Disparities.

# Why Do Property Tax Levies Change?

- Changes in Market Values
- Levies at Various Jurisdictions
- Debt Issuance
- Special Assessments
- Voter Approved Referendums
- Changes in State and Federal Mandates
- State Legislative Changes

# 2021 Levy Highlights

- **2021 levy is flat from 2020**
  - This includes both General Fund and Debt levies

- **Estimated Market Value of the Median Valued Residential Property Has Surpassed 2007 Values by 10.2%**

- **City Based Effective Tax Rate Reduction (0.42% to 0.39%) on Median Value Residential Property)**

- **Median Value Residential Homestead increasing 7.2% - 4th largest increase in Ramsey County**
  - Estimated Values for 2020; Taxes Payable in 2021
  - Median Value Apartment Estimated Increase of 23%
  - Median Value Commercial / Industrial Properties Estimated Increase 18.9%

- **HRA & EDA Preliminary Levy each increasing 10.74% from 2020**
  - HRA & EDA Combined Levy Increase $36,202
  - Helps promote Housing and Economic Development

# 2021 Budget Highlights

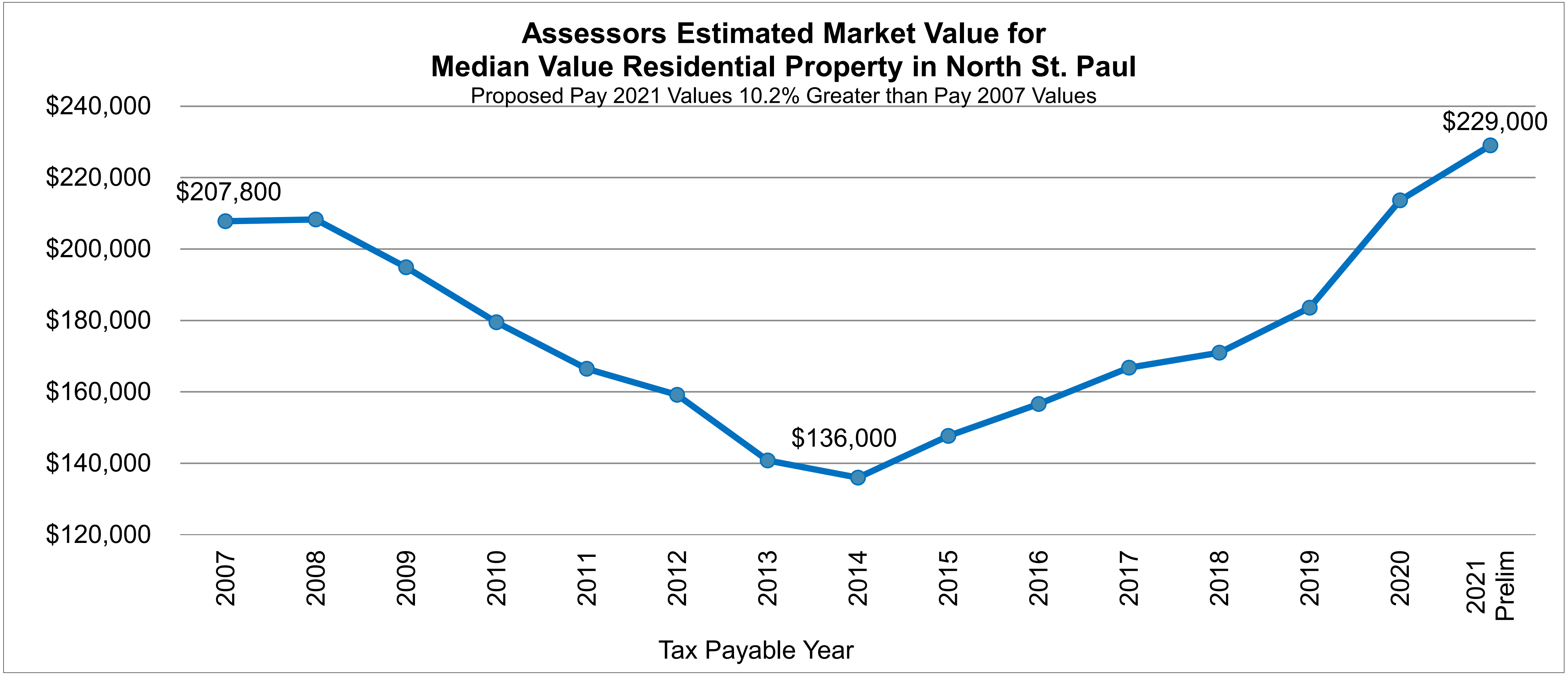
- **Overall General Fund Budget Reduction of 4.53% or $355,658**
  - Renewed emphasis on essential city services
  - Expected reductions in Building Permit revenue
  - $121,590 reduction in Local Government Aid from the State of Minnesota ($10 per population)
    - Largest decrease Legislatively allowable
- **Investment in Infrastructure**
  - Over $10M in new City infrastructure to be completed in 2020/2021
- **Commitment to City Operated Public Safety**
  - Enhancement of in-squad cameras and deployment of body-worn cameras for all licensed officers
- **Promoting Redevelopment**
  - South Anchor Block Townhomes
  - North Anchor Block Residential and Commercial Projects
  - 7th and Margaret Street Apartments on old City Hall Site
- **Increased Transparency and Customer Service**
  - Cloud-based interactive Budget and Capital Improvement Plan software
  - Permitting, licensing, inspections, and code enforcement process streamlined and managed on our website
- **Continuation of a Balanced Budget**

# PRELIMINARY VALUATION CHANGES AND TAX IMPACTS

DECEMBER 1, 2020

City of North St. Paul

# North St. Paul Median Value Residential Market Trends



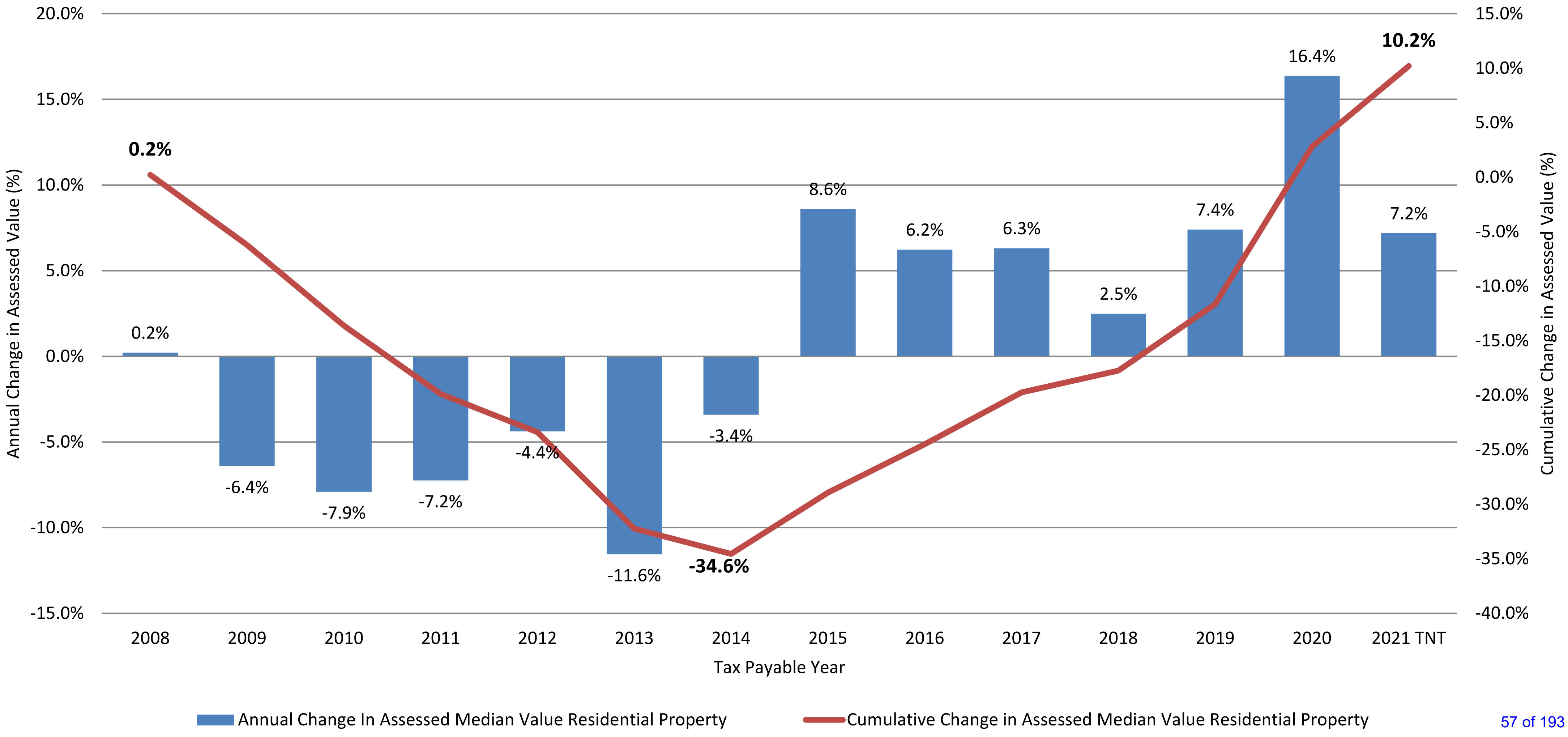

* Residential Property includes single-family, duplexes, triplexes, condos and townhomes

# Median Value Residential Market Value Year-to-Year % Change

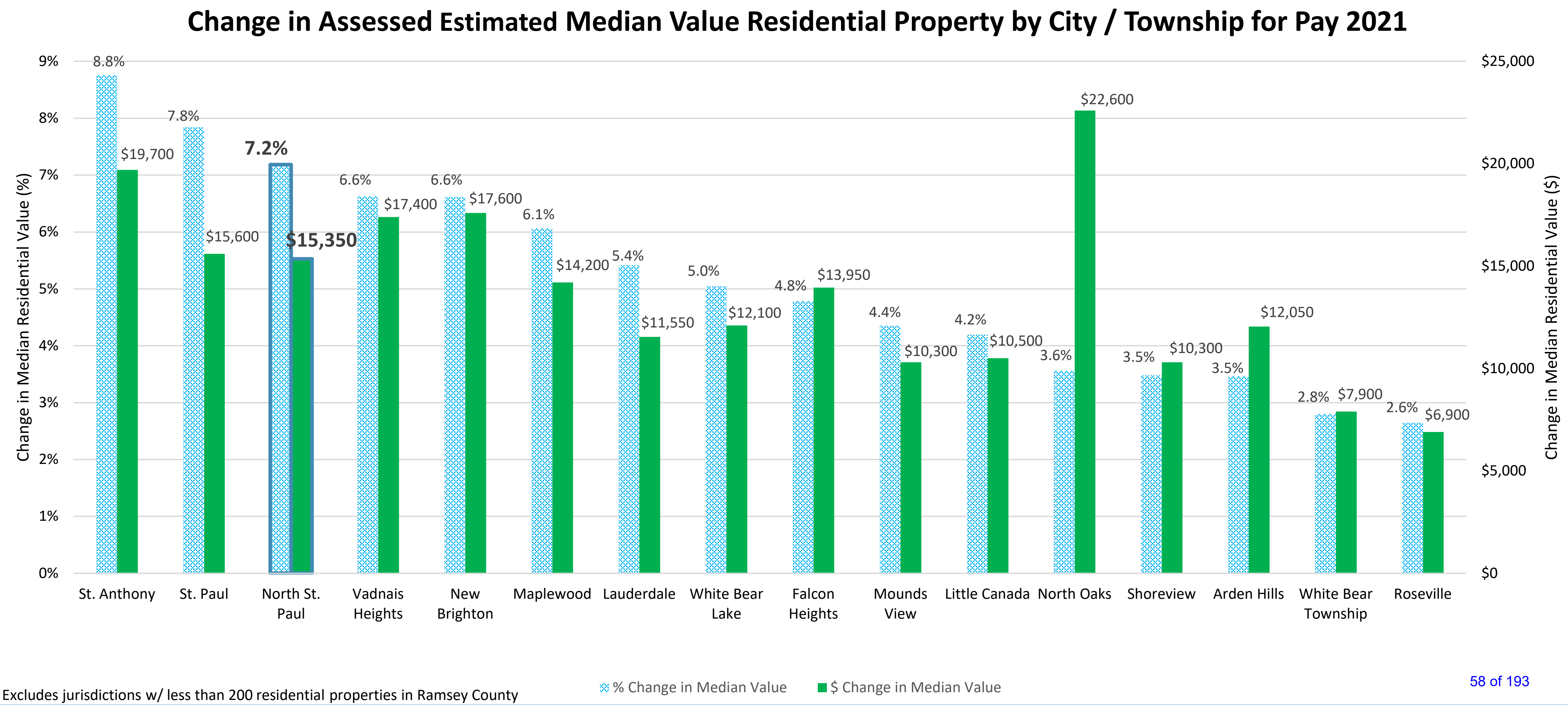
**2007 to 2020 Changes in Residential Median Market Values Across Ramsey County**

| Municipality | 2007 to 2013 - Cumulative | 2013 to 2014 | 2014 to 2015 | 2015 to 2016 | 2016 to 2017 | 2017 to 2018 | 2018 to 2019 | 2019 to 2020 | 2014 to 2020 - Cumulative |
|---|---|---|---|---|---|---|---|---|---|
| Gem Lake | -31.0% | 6.6% | 6.4% | 7.1% | 7.6% | 8.1% | 8.6% | 18.4% | 81.7% |
| **North St. Paul** | **-34.6%** | **8.6%** | **6.2%** | **6.3%** | **2.5%** | **7.4%** | **16.4%** | **7.2%** | **68.4%** |
| Maplewood | -33.4% | 18.8% | 2.0% | 6.0% | 5.0% | 6.4% | 10.5% | 6.1% | 68.2% |
| St. Paul | -34.9% | 10.8% | 4.4% | 6.3% | 7.7% | 7.2% | 7.8% | 7.8% | 65.0% |
| Mounds View | -24.3% | 8.5% | 3.4% | 6.2% | 6.5% | 11.2% | 10.3% | 4.4% | 62.4% |
| Spring Lake Park | -35.8% | 20.4% | 0.0% | 0.0% | 5.0% | 14.9% | 5.7% | 5.0% | 61.2% |
| St. Anthony | -29.9% | -2.8% | 8.8% | 10.0% | 2.5% | 16.4% | 3.4% | 8.8% | 56.1% |
| New Brighton | -21.7% | 5.2% | 4.8% | 5.5% | 6.8% | 10.0% | 6.8% | 6.6% | 55.6% |
| Shoreview | -19.4% | 12.0% | 2.0% | 5.4% | 7.9% | 6.0% | 7.8% | 3.5% | 53.6% |
| White Bear Lake | -27.0% | 9.1% | 2.1% | 4.8% | 6.7% | 7.4% | 9.2% | 5.0% | 53.5% |
| Vadnais Heights | -21.7% | 6.7% | 3.3% | -0.7% | 6.8% | 9.3% | 8.8% | 6.6% | 48.2% |
| Arden Hills | -14.8% | 13.0% | 0.9% | 2.4% | 8.5% | 4.1% | 8.1% | 3.5% | 47.5% |
| White Bear Township | -26.3% | 13.2% | 1.3% | 2.8% | 8.5% | 4.3% | 7.3% | 2.8% | 47.2% |
| Roseville | -22.9% | 11.0% | 0.3% | 6.3% | 5.0% | 7.7% | 6.7% | 2.6% | 46.6% |
| Little Canada | -25.3% | 6.4% | 2.9% | 2.6% | 6.1% | 6.9% | 8.9% | 4.2% | 44.6% |
| Lauderdale | -19.6% | 7.1% | 5.5% | -1.2% | 3.4% | 9.2% | 6.3% | 5.4% | 41.2% |
| Falcon Heights | -18.6% | 11.5% | -1.4% | 1.2% | 5.4% | 5.0% | 6.3% | 4.8% | 37.2% |
| North Oaks | -20.2% | 7.8% | 6.8% | 0.7% | 1.4% | 4.9% | 4.7% | 3.6% | 33.7% |

# Trends in NSP Assessed Median Value Residential Properties Since 2007



# Assessed Residential Market Values – Ramsey County




Excludes jurisdictions w/ less than 200 residential properties in Ramsey County

# NSP 2019 Market Values = Payable 2020

| Property Type | 2018 Parcels | 2019 Parcels | ’18 to ’19 % Chg | ’18 p ’19 Median Value | ’19 p ’20 Median Value | ’18 to ’19 % Chg Median | ’19 Avg Value |
|---|---|---|---|---|---|---|---|
| Residential* | 3,621 | 3,622 | 0.1% | $183,600 | $213,650 | 16.3% | $220,219 |
| Single Family | 3,375 | 3,383 | 0.1% | $185,200 | $214,800 | 16.0% | $222,124 |
| Apartments | 64 | 65 | 0.2% | $494,700 | $497,600 | 0.1% | $1,768,847 |
| Commercial / Industrial | 105 | 105 | 0.0% | $450,000 | $454,400 | 1.0% | $859,318 |

* Residential Property includes single-family, duplexes, triplexes, condos and townhomes
All data is per the 2019 Ramsey County Assessor’s Report

# Preliminary NSP 2020 Market Values = Payable 2021

| Property Type | 2019 Parcels | 2020 Parcels | ’19 to ’20 % Chg | ’19 p ’20 Median Value | ’20 p ’21 Median Value | ’19 to ’20 % Chg Median |
|---|---|---|---|---|---|---|
| Residential* | 3,622 | 3,639 | 0.5% | $213,650 | $229,000 | 7.2% |
| Single Family | 3,383 | 3,380 | -0.1% | $214,800 | $230,000 | 7.1% |
| Apartments | 65 | 65 | 0.0% | $497,600 | $612,200 | 23.0% |
| Commercial | 84 | 85 | 1.2% | $422,100 | $458,600 | 8.6% |
| Industrial | 21 | 21 | 0.0% | $755,300 | $941,200 | 24.6% |

* Residential Property includes single-family, duplexes, triplexes, condos and townhomes
All data is per the 2020 Ramsey County Assessor’s Report

# PROPOSED TAX IMPACT TO MEDIAN VALUE RESIDENTIAL PROPERTY

DECEMBER 1, 2020

City of North St. Paul

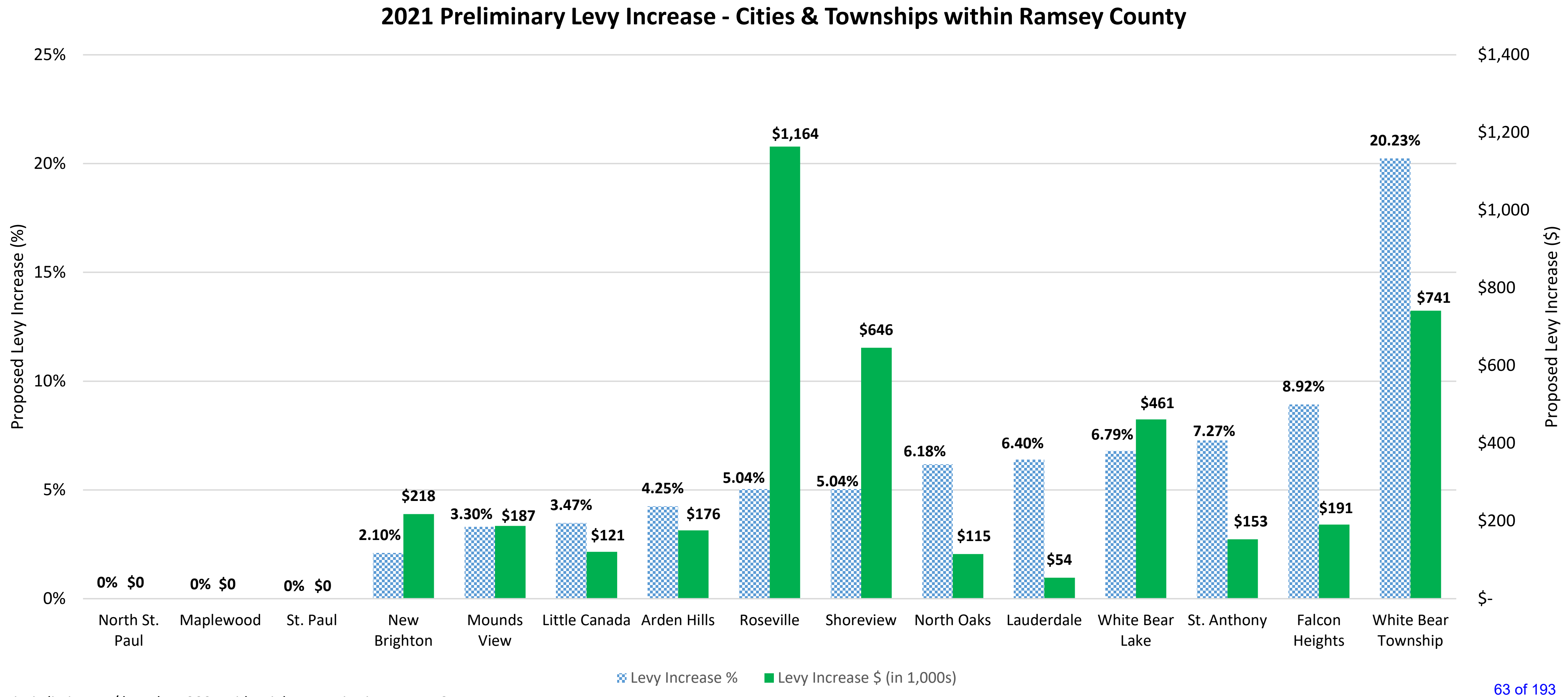
# 2021 Sample Calculation (City Portion Only)

| | |
|---|---|
| *Property Value | 229,000 |
| Less Homestead MV Exclusion | (16,630) |
| = Taxable Market Value | 212,370 |
| State Class Rate | 1.00% |
| = Tax Capacity | 2,124 |
| **Estimated Property Tax Rate | 38.15% |
| = Gross Taxes Paid | $810 |
| Estimated Referendum | $92 |
| **Property Tax Dollar Paid - City** | **$902** |

* Estimated Market Value is for a Median Residential Property in North St. Paul

** Estimated City Tax Rate Based on a 0% Increase in Total City Taxes

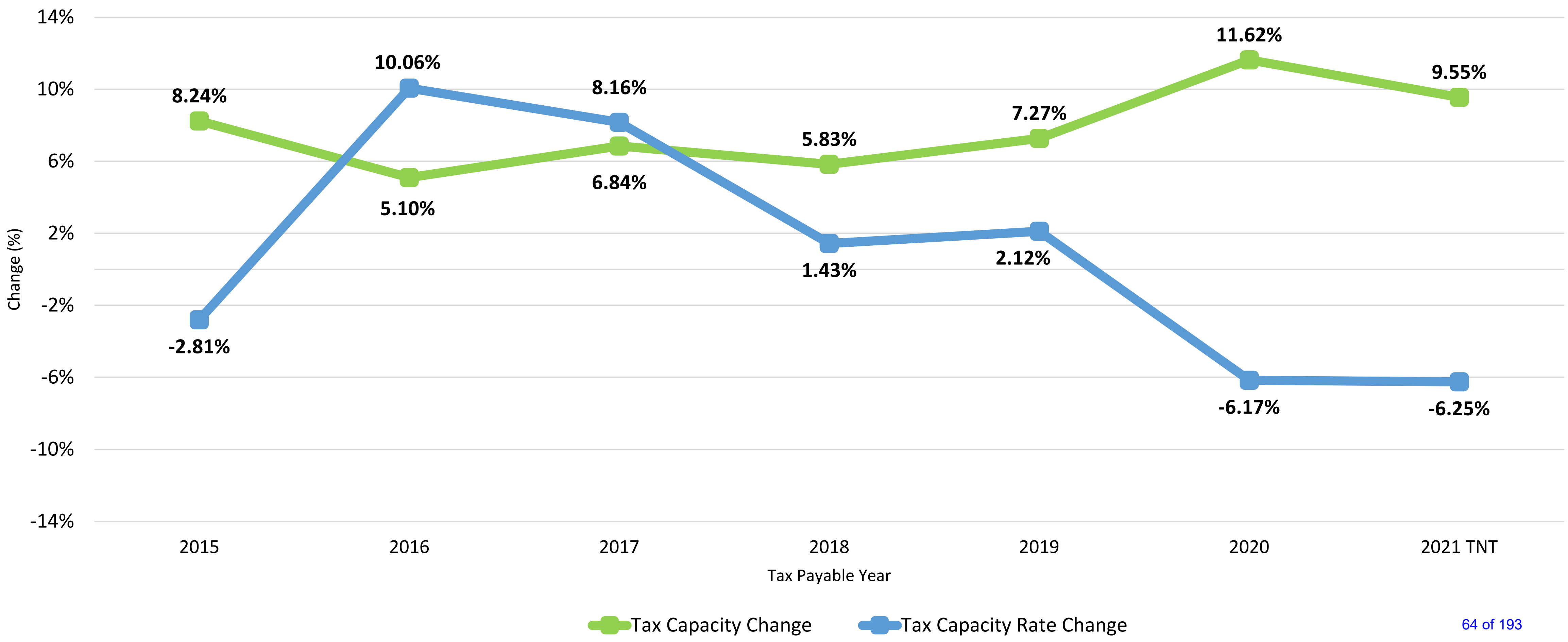
# 2021 Ramsey County City/Township Preliminary Levy Changes



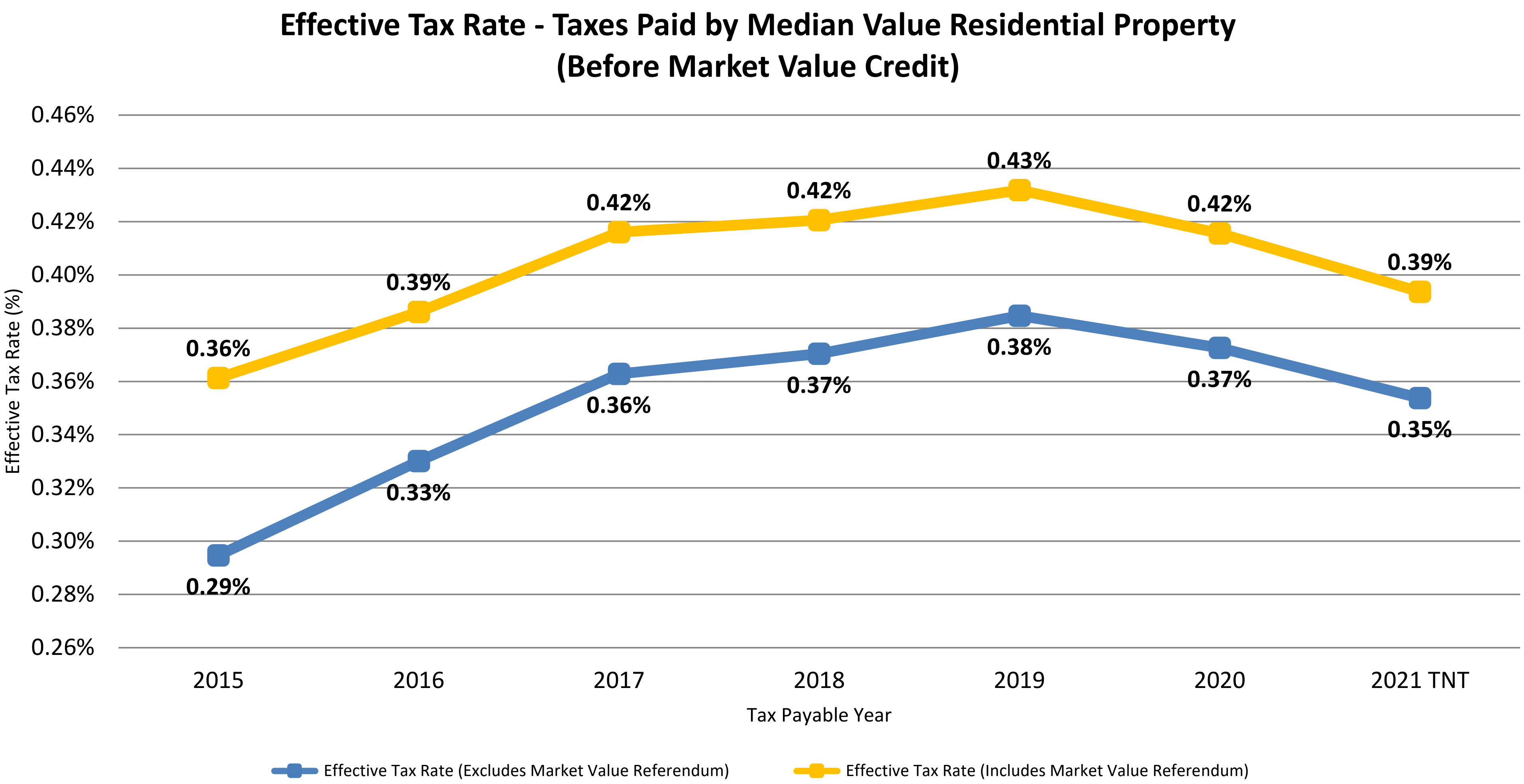

Excludes jurisdictions w/ less than 200 residential properties in Ramsey County

# North St. Paul Citywide Tax Capacity & Tax Capacity Rate

## Year to Year Change in NSP Tax Capacity and Tax Capacity Rate

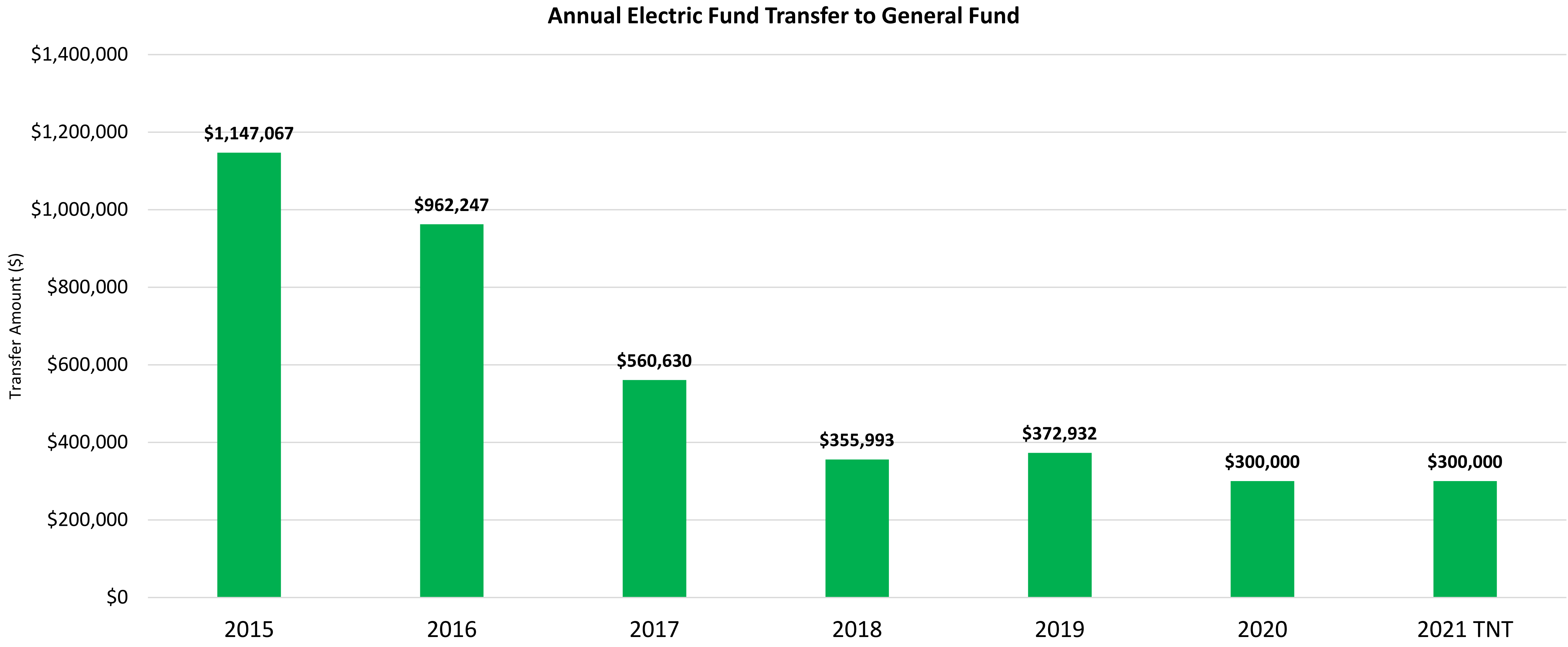


# Effective City Tax Rate to Median Value Residential Property




*** Residential Property includes single-family, duplexes, triplexes, condos and townhomes**

# Transfer from Electric Fund to General Fund



# BUDGET AND CITY BASED PROPERTY TAX LEVY

DECEMBER 1, 2020

City of North St. Paul

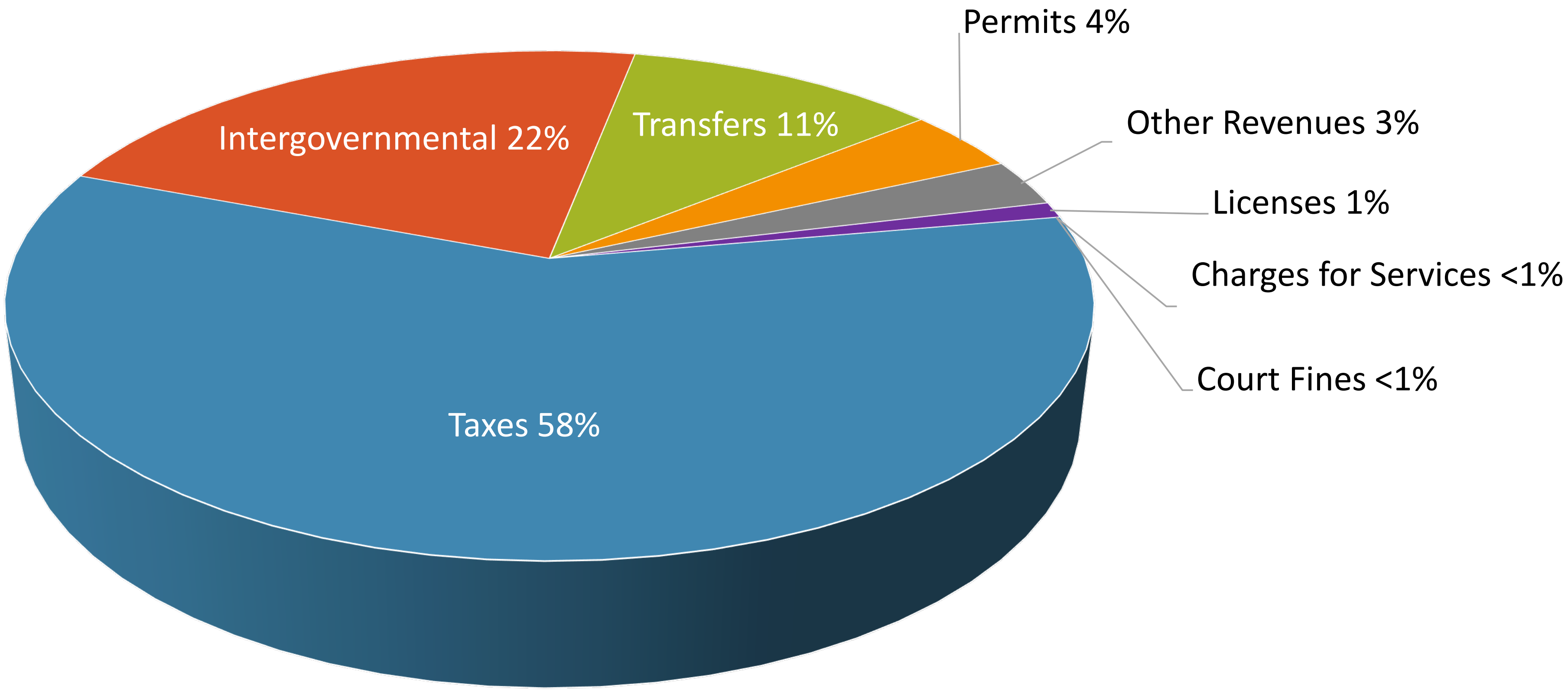
# North St Paul Levy Components

| Levy Components | 2020 | 2021 | $ Diff | % Change |
|---|---|---|---|---|
| General Fund | $3,979,184 | $3,966,844 | -$12,340 | -0.31% |
| Debt | $1,512,262 | $1,524,602 | $12,340 | 0.82% |
| City Total | $5,491,446 | $5,491,446 | $0 | 0.00% |

**2021 City Based Levy is flat compared to 2020**

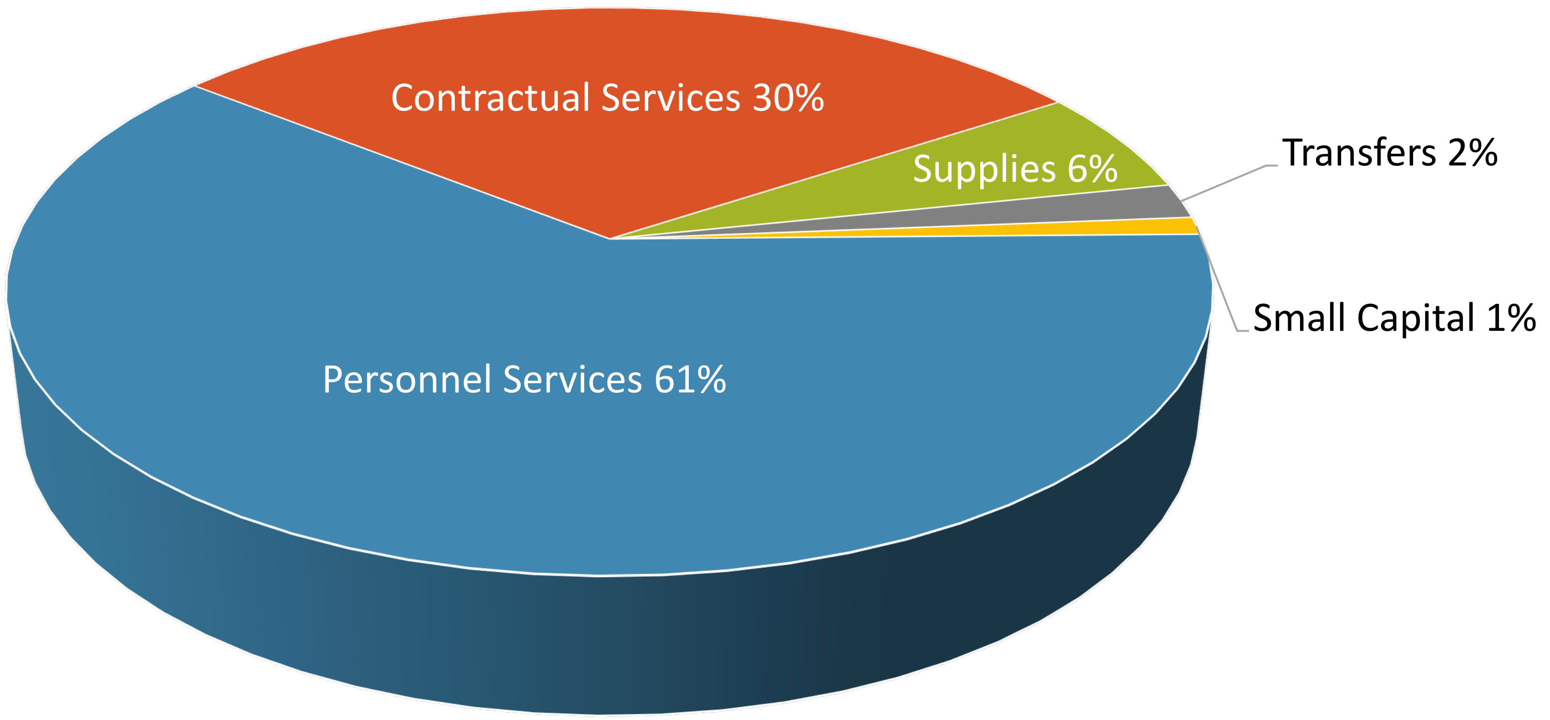
# 2021 General Fund Budget

- Revenue by Category



# 2021 General Fund Budget

- Expenditures by Category



# 2021 Preliminary Levy Dollars

- Monthly Distribution of City Taxes ($75.14) on a Median Value Residential Property

# 2021 Debt Levy Summary

***Total Levied Debt Service***

| Issue | Debt Type | 2021 Levy | Final Levy Year | Final Pay Year | Description |
|---|---|---|---|---|---|
| 2004A | GO Tax Increment Refund & Abatement | $ - | 2019 | 2020 | Refunding 1993A which refunded 1990A; Original Bonds were issued for the HRA Downtown Business District Renewal and to fund improvements to the Community Center |
| 2012A | GO Municipal Building Refunding | $ 435,852 | 2022 | 2023 | Refunding 2002A; Original bonds were issued for the construction of the Current City Hall |
| 2014A | GO Assessed Improvements & Capital Equipment Certificate | $ 164,762 | 2029 | 2030 | 2014 Street and Utility project including surface improvements along Chippewa, Shawnee, Apache, and Mohawk; Fire Truck |
| 2016A | GO Assessed Improvements | $ 158,726 | 2031 | 2032 | 2016 Street and Utility project including surface, trail and sidewalk improvements along Helen, Navajo, Longview and 1st |
| 2016A | GO Abatement* | $ - | NA | 2037 | Improvements to Casey Lake; Construction of a new park shelter and renovations to existing structures |
| 2016B | GO Capital Improvement Refunding | $ 454,755 | 2024 | 2025 | Refunding 2008A; Original bonds were issued for the acquisition and betterment of a new City public works facility |
| 2017A | GO Assessed Improvements | $ 63,067 | 2032 | 2033 | Mill and Overlay, curb and gutter replacement and sidewalk repairs to various Streets East of Margaret & North of Holloway |
| 2018A | GO Assessed Improvements | $ 247,440 | 2033 | 2034 | 2018 Street and Utility project including surface and trail improvements along Lake, Swan, Poplar, 19th, Park Row |
| | **Total Levied Debt Service** | **$ 1,524,602** | | | |

*2016A GO Abatement (Casey Lake) paid through LGA

# Preliminary City Taxes for Median Value Residential Property

**CITY OF NORTH ST PAUL**
**EST. PROPERTY TAXES - PAYABLE 2021**
**CITY PORTION OF TAXES ONLY**

**TAX IMPACT FOR PROPERTY WITH VALUE INCREASING 7.2% (the median increase for NSP)**
**$0 or 0.00% Total Levy Increase**

| **Pay Year** | **2020** | **2021** | **'20 to '21 Change** |
|---|---|---|---|
| Market Value | 213,650 | 229,000 | 7.18% |
| Market Value Exclusion | (18,012) | (16,630) | -7.67% |
| Taxable Market Value | 195,639 | 212,370 | 8.55% |
| Tax Capacity | 1,956 | 2,124 | |
| | | | |
| Tax Capacity Rates: | | | |
| City | 40.689% | 38.146% | -6.251% |
| | | | |
| Market Value Rates: | | | |
| City Referendum | 0.04304% | 0.03994% | -7.189% |
| | | | |
| Property Taxes: | | | |
| City | 795.89 | 810.22 | 14.33 |
| City Referendum | 91.95 | 91.47 | (0.48) |
| Total | 887.84 | 901.69 | $ 13.85 |
| | | City | 1.80% |
| | | City Referendum | -0.52% |
| | | Total | 1.56% |

# Preliminary City Taxes for Residential Property With No Market Value Change

**CITY OF NORTH ST PAUL**
**EST. PROPERTY TAXES - PAYABLE 2021**
**CITY PORTION OF TAXES ONLY**

**TAX IMPACT FOR RESIDENTIAL PROPERTY WITH NO VALUE CHANGE**
**$0 or 0.00% Total Levy Increase**

| Pay Year | 2020 | 2021 | '20 to '21 Change |
|---|---|---|---|
| Market Value | 213,650 | 213,650 | 0.00% |
| Market Value Exclusion | (18,012) | (18,012) | 0.00% |
| Taxable Market Value | 195,639 | 195,639 | 0.00% |
| Tax Capacity | 1,956 | 1,956 | |
| | | | |
| Tax Capacity Rates: | | | |
| City | 40.689% | 38.146% | -6.251% |
| | | | |
| Market Value Rates: | | | |
| City Referendum | 0.04304% | 0.03994% | -7.189% |
| | | | |
| Property Taxes: | | | |
| City | 795.89 | 746.13 | (49.76) |
| City Referendum | 91.95 | 85.34 | (6.61) |
| Total | 887.84 | 831.47 | $ (56.37) |
| | | City | -6.25% |
| | | City Referendum | -7.19% |
| | | Total | -6.35% |

# FISCAL DISPARITIES IMPACT TO PROPERTY TAXES

DECEMBER 1, 2020

City of North St. Paul

# Fiscal Disparities Program Overview

- The Charles R. Weaver Metropolitan Revenue Redistribution Act (Commonly referred to as the Fiscal Disparities Program) was created by the Minnesota State Legislature for the seven county metro (Anoka, Carver, Dakota, Hennepin, Ramsey, Scott and Washington) in 1971.

- Requires all communities to contribute 40% of post 1971 growth in Commercial-Industrial-Public Utility tax base to a regional tax pool.

- C/I property includes all business, offices, stores, warehouses, factories, gas stations, parking ramps, and so forth. Also included is public utility property and vacant land which is zoned commercial/industrial.

- *The growth in value considered is the total net change in net tax capacity since 1971*, including the effects of new construction, inflation, demolition, revaluation, appreciation, and depreciation. There is no distinction between “new” property and “old” property.

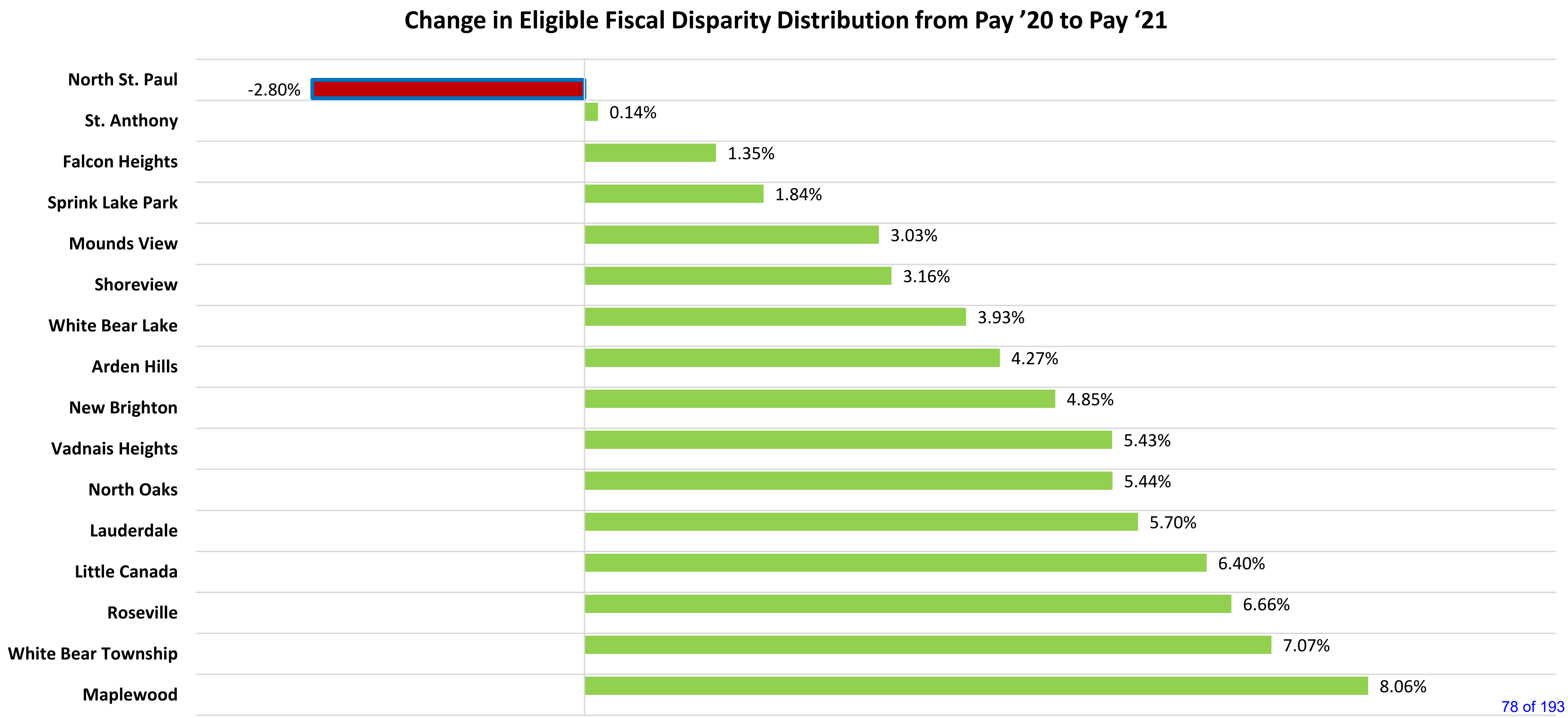
# Fiscal Disparities Program – How it Works

- Local taxing jurisdictions contribute 40% of growth in commercial, industrial, and public utility property tax base since 1971 into an area-wide shared pool of tax base.
  - Local property tax administrators distribute the shared pool of tax base based on population and the market value of all property per person compared to the average market value per person for the metro area.
    - If the municipality's fiscal capacity is the same as the metropolitan average, its percentage share of the area wide tax base will be the same as its share of the area's population;
    - If its fiscal capacity is above the metro average, its share will be smaller;
    - If its fiscal capacity is below the metro average, its share will be larger

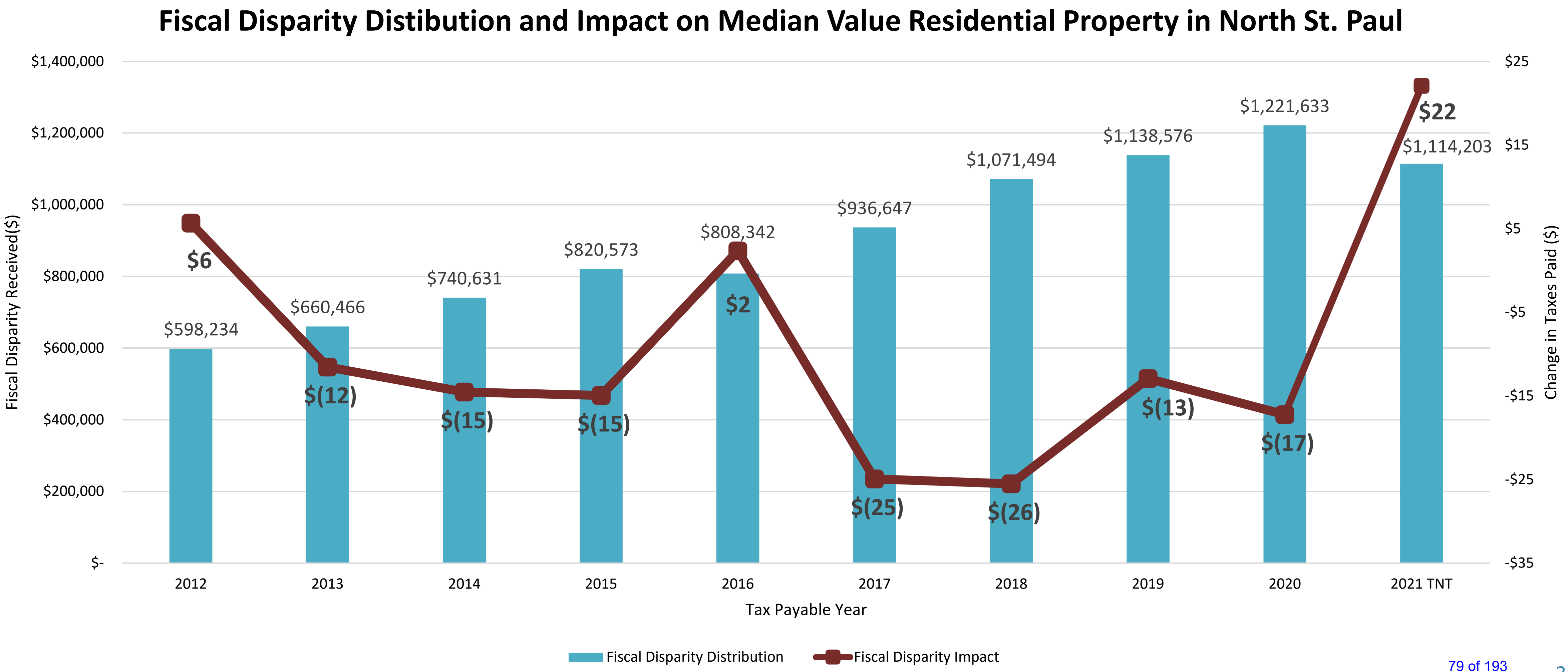
Figure 1. Explanation of how tax-base sharing works


*Fiscal capacity is defined as equalized market value per capita. Equalized market value is market value adjusted by each municipality's sales ratio, which is a measure of the assessment level within the municipality.

# Change in Fiscal Disparities Within Ramsey County



# Fiscal Disparities Program Impact to North St. Paul



# HRA & EDA PROPERTY TAX LEVY

DECEMBER 1, 2020

City of North St. Paul

# 2021 HRA & EDA Levies

HRA & EDA levies
- Propose to set at statutory maximum (2020 to 2021 increase of $36,202)

HRA maximum levy for 2021 (est.) = $188,456, 10.74% increase
  - HRA statutory maximum is 0.0185% of the Estimated Market Value (§ 469.033)
  - Student Built Housing Program
  - Future Land Acquisitions & Residential Development
  - Monitoring Existing Home Improvement & Emergency Loans (10 loans left)
  - Staff Wages & Associated Expenses

EDA maximum levy for 2021 (est.) = $184,687, 10.74% increase
  - EDA statutory maximum is 0.01813% of the Estimated Market Value (§ 469.107)
  - Future Land Acquisition
  - Programs to Promote Economic Development
  - Staff Wages & Associated Expenses

# North St Paul HRA & EDA Levy Components

| Levy Components | 2020 | 2021 | $ Diff | % Change |
|---|---|---|---|---|
| **HRA** | $170,172 | $188,456 | $18,284 | 10.74% |
| **EDA** | $166,769 | $184,687 | $17,918 | 10.74% |
| **HRA & EDA Totals** | $336,941 | $373,143 | $36,202 | 10.74% |

# HRA/EDA Taxes for Median Value Residential Property

**CITY OF NORTH ST PAUL HRA / EDA**
**EST. PROPERTY TAXES - PAYABLE 2021**
**HRA / EDA PORTION OF TAXES ONLY**

**TAX IMPACT FOR PROPERTY WITH VALUE INCREASING 7.2% (the median increase for NSP)**
**$36,202 Levy Increase or 10.74% Levy Increase**

| Pay Year | 2020 | 2021 | '20 to '21 Change |
|---|---|---|---|
| Market Value | 213,650 | 229,000 | 7.18% |
| Market Value Exclusion | (18,012) | (16,630) | -7.67% |
| Taxable MV | 195,639 | 212,370 | 8.55% |
| Tax Capacity | 1,956 | 2,124 | |
| | | | |
| Tax Capacity Rates: | | | |
| HRA | 1.378% | 1.459% | |
| EDA | 1.350% | 1.430% | |
| Total | 2.728% | 2.888% | 5.874% |
| | | | |
| Property Taxes: | | | |
| HRA | 26.95 | 30.98 | 4.03 |
| EDA | 26.41 | 30.36 | 3.95 |
| Total | 53.36 | 61.34 | $ 7.98 |
| | | HRA / EDA | 14.95% |

# HRA/EDA Taxes for Residential Property with No Market Value Change

**CITY OF NORTH ST PAUL HRA / EDA**
**EST. PROPERTY TAXES - PAYABLE 2021**
**HRA / EDA PORTION OF TAXES ONLY**

## TAX IMPACT FOR RESIDENTIAL PROPERTY WITH NO VALUE CHANGE

**$36,202 Levy Increase or 10.74% Levy Increase**

| Pay Year | 2020 | 2021 | '20 to '21 Change |
|---|---|---|---|
| Market Value | 213,650 | 213,650 | 0.00% |
| Market Value Exclusion | (18,012) | (18,012) | 0.00% |
| Taxable MV | 195,639 | 195,639 | 0.00% |
| Tax Capacity | 1,956 | 1,956 | |
| | | | |
| Tax Capacity Rates: | | | |
| HRA | 1.378% | 1.459% | |
| EDA | 1.350% | 1.430% | |
| Total | 2.728% | 2.888% | 5.874% |
| | | | |
| Property Taxes: | | | |
| HRA | 26.95 | 28.53 | 1.58 |
| EDA | 26.41 | 27.96 | 1.55 |
| Total | 53.36 | 56.49 | $ 3.13 |
| | | HRA / EDA | 5.86% |

# 2021 TRUTH IN TAXATION STATEMENT

DECEMBER 1, 2020

City of North St. Paul

# TNT Notices

- Truth in Taxation Notice – Includes both Estimated Market Value and Taxable Market Value

- TNT Notice includes taxes for all jurisdictions

- TNT Notice does not include impacts of voter approved referendums in current year

RAMSEY COUNTY

90 Plato Blvd West • Saint Paul, MN
651-266-2000 • AskPropertyTaxandRecords@ramseycounty.us
ramseycounty.us/property

2021 ***Proposed*** Property Tax

**This is NOT a bill. DO NOT PAY!**

**Step 1** — Valuation and classification

| Tax Payable Year | 2020 | 2021 |
|---|---|---|
| Estimated Market Value | $217,600 | $234,300 |
| Green Acres Value | 0 | 0 |
| Plat Deferment | 0 | 0 |
| This Old House Exclusion | | |
| Disabled Vets Value Exclusion | 0 | 0 |
| Homestead Market Value Exclusion | 17,700 | 16,200 |
| Taxable Market Value | $199,900 | $218,100 |
| Property Classification | Res Hstd | Res Hstd |

CURRENT STEP

**Step 2** — Proposed Tax Notice

Property Taxes after credit $3,310.00

**The time to provide feedback on proposed levies is now.** The only way to appeal your value at this time is by going to tax court. **Please see insert for more information.**

**Step 3** — Property Tax Statement
Coming March 2021

PROPOSED PROPERTY TAXES AND MEETINGS BY JURISDICTION FOR YOUR PROPERTY

| Contact Information | Column 1 2020 Tax – Actual | Column 2 2021 Tax – Proposed | Tax and Budget Meetings and Locations |
|---|---|---|---|
| **Ramsey County**<br>**Regional Railroad Authority** | 960.19<br>78.33 | 954.88<br>83.34 | **November 30, 2020 at 6:30 p.m.**<br>Virtual and in-person options are available. Visit **ramseycounty.us/PublicHearings** for details.<br>In-person location:<br>Union Depot - Red Cap Room<br>214 4th St. E.<br>Saint Paul, MN 55101 |
| **County Library**<br>Ramsey County<br>15 W. Kellogg Blvd., Suite 250<br>Saint Paul, MN 55102<br>651-266-2222 | 84.38 | 85.04 | |
| **North St Paul**<br>City of North St. Paul<br>2400 Margaret Street N<br>North St. Paul, MN 55109<br>(651) 747-2427 | 907.03 | 925.55 | **December 1, 2020 at 6:30 PM**<br>This will be a virtual meeting.<br>See www.northstpaul.org for meeting details. |
| **State General Tax** | 0.00 | 0.00 | No Meeting Required |
| **ISD #622**<br>ISD 622, Business Office<br>2520 12th Ave E<br>North St. Paul, MN 55109<br>(651) 748-7561<br>a. Voter approved levies<br>b. Other local levies | <br><br><br><br><br>426.95<br>625.56 | <br><br><br><br><br>436.55<br>649.74 | **December 15, 2020 at 6:00 PM**<br>This will be a virtual meeting.<br>See www.isd622.org for meeting details. |

# Truth in Taxation Notice

- Includes both Estimated Market Value and Taxable Market Value

## 2021 ***Proposed*** Property Tax

**This is NOT a bill. DO NOT PAY!**

**Step 1**

### Valuation and classification

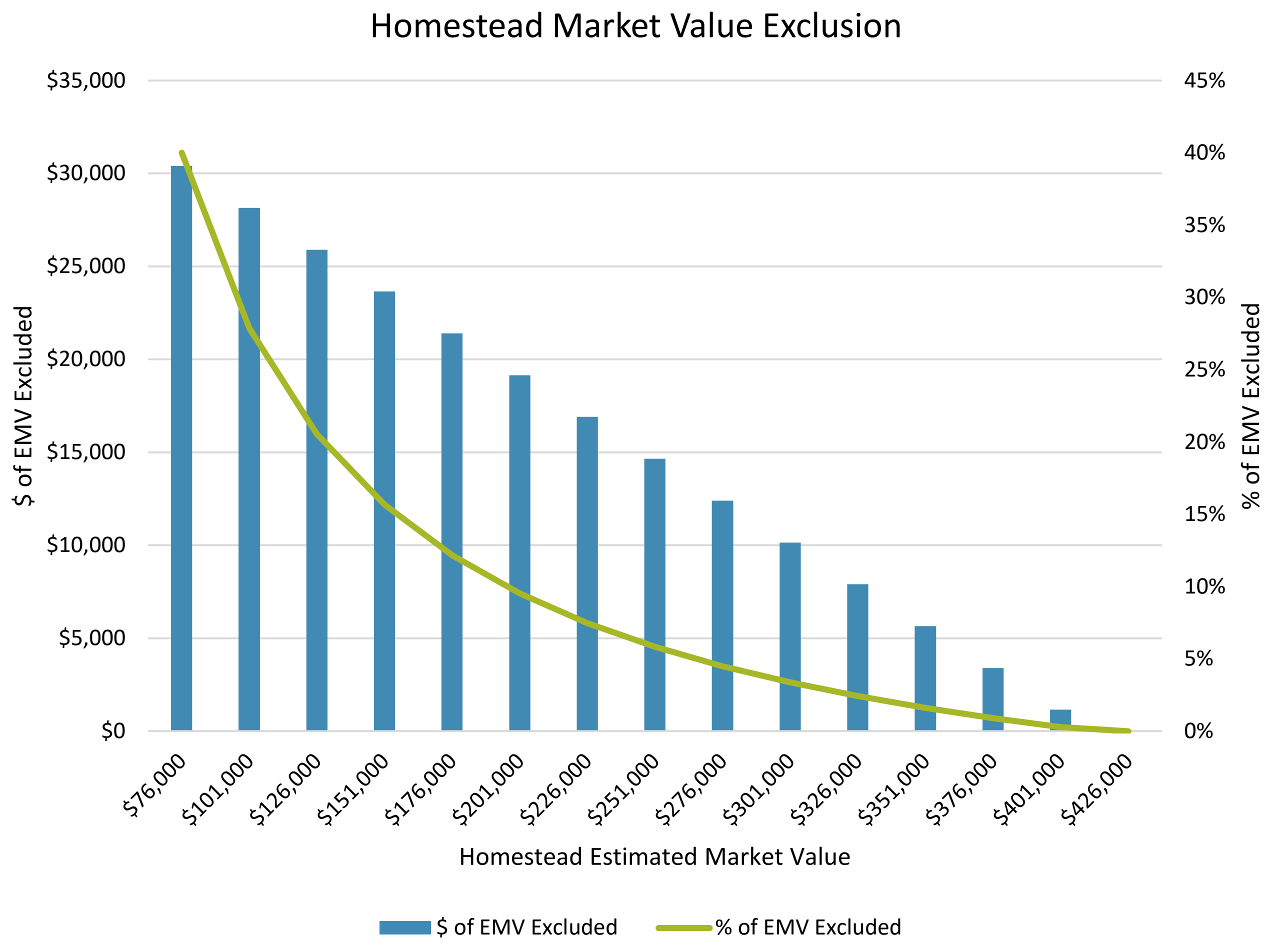
| Tax Payable Year | 2020 | 2021 |
|---|---|---|
| Estimated Market Value | $217,600 | $234,300 |
| Green Acres Value | 0 | 0 |
| Plat Deferment | 0 | 0 |
| This Old House Exclusion | | |
| Disabled Vets Value Exclusion | 0 | 0 |
| Homestead Market Value Exclusion | 17,700 | 16,200 |
| Taxable Market Value | $199,900 | $218,100 |
| Property Classification | Res Hstd | Res Hstd |

# Homestead Market Value Exclusion

- HMVE is 40% of Property Value up to $76,000
- Max Exclusion = (40% x $76,000 = $30,400)
- Reduced by 9% of value over $76,000
- Phased out at $414,000

What does this mean for Sample Property?

- EMV for Taxes Payable 2020 = $217,600
- EMV for Taxes Payable 2021 = $234,300
- Increase of $16,700 or 7.67%
- HMVE reduction of $1,500 ($17,700 - $16,200)
- 2021 Tax Impact of $5.72 from reduction of HMVE alone or 41.3% of the total City increase



# Truth in Taxation Notice

- Truth in Taxation Notice Includes Taxes for Each Jurisdiction
- TNT Notice also Includes Tax and Budget Meeting and Location Dates / Times
- Total Taxes for this Property up 1.85%

**PROPOSED PROPERTY TAXES AND MEETINGS BY JURISDICTION FOR YOUR PROPERTY**

| Contact Information | Column 1<br>2020 Tax – Actual | | Column 2<br>2021 Tax – Proposed | Tax and Budget Meetings and Locations |
|---|---|---|---|---|
| **Ramsey County**<br>**Regional Railroad Authority** | 960.19<br>78.33 | | 954.88<br>83.34 | **November 30, 2020 at 6:30 p.m.**<br>Virtual and in-person options are available. Visit **ramseycounty.us/PublicHearings** for details.<br>In-person location:<br>Union Depot - Red Cap Room<br>214 4th St. E.<br>Saint Paul, MN 55101 |
| **County Library**<br>Ramsey County<br>15 W. Kellogg Blvd., Suite 250<br>Saint Paul, MN 55102<br>651-266-2222 | 84.38 | 0.03% | 85.04 | |
| **North St Paul**<br>City of North St. Paul<br>2400 Margaret Street N<br>North St. Paul, MN 55109<br>(651) 747-2427 | 907.03 | 3.21% | 925.55 | **December 1, 2020 at 6:30 PM**<br>This will be a virtual meeting.<br>See www.northstpaul.org for meeting details. |
| **State General Tax** | 0.00 | | 0.00 | No Meeting Required |
| **ISD #622**<br>ISD 622, Business Office<br>2520 12th Ave E<br>North St. Paul, MN 55109<br>(651) 748-7561<br>a. Voter approved levies<br>b. Other local levies | <br><br><br><br><br>426.95<br>625.56 | 2.04% | <br><br><br><br><br>436.55<br>649.74 | **December 15, 2020 at 6:00 PM**<br>This will be a virtual meeting.<br>See www.isd622.org for meeting details. |
| **Metropolitan Special Taxing Districts**<br>Metropolitan Council<br>390 Robert St. N.<br>Saint Paul, MN 55101<br>651-602-1738 | 48.09 | | 47.37 | **December 9, 2020 at 6 p.m.**<br>Virtual meeting hosted via livestream.<br>Visit **metrocouncil.org/About-Us/Who-We-Are/Budget.aspx** for details. |
| Other special taxing districts<br>Tax increment<br>Fiscal disparity | 119.47<br>0.00<br>0.00 | 4.38% | 127.53<br>0.00<br>0.00 | No Meeting Required<br>No Meeting Required<br>No Meeting Required |
| **Total Tax *excluding special assessments***<br>**Percent of Tax Change** | **$3,250.00** | | **$3,310.00**<br>**1.8%** | |

# Distribution of Preliminary Total Taxes for Sample Parcel

- Breakdown by Taxing Authority


**Ramsey County - 34%** | **ISD 622 - 33%** | **City of North St. Paul - 28%** | **Other - 5%**

# 2021 Preliminary Property Tax Change on Median Value Single Family Home

| City | School | Payable 2020 City Median Estimated Value | Payable 2021 City Median Estimated Value | % Change in Median Value | Estimated % Change in tax on Median Valued Home: County | City | School | Other | Total | Estimated Change From 2020 Total Tax | City Tax Change as % of Change in Median Value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Arden Hills | 621 | 372,400 | 387,500 | 4.1% | -4.7% | 3.9% | -5.7% | -1.0% | -3.3% | -172 | |
| | 623 | | | | -4.7% | 3.9% | -0.7% | -1.0% | -1.4% | -70 | 95% |
| Falcon Heights | 623 | 303,450 | 314,600 | 3.7% | -5.0% | 10.8% | -1.1% | -3.6% | 0.2% | 11 | 292% |
| Gem Lake | 624 | 310,600 | 335,850 | 8.1% | -0.5% | -3.7% | 1.4% | 3.4% | -0.4% | -22 | -46% |
| Lauderdale | 623 | 218,300 | 232,400 | 6.5% | -1.8% | 1.8% | 1.8% | -0.4% | 0.3% | 10 | 28% |
| Little Canada | 623 | 277,800 | 293,000 | 5.5% | -3.1% | -0.8% | 0.7% | -0.7% | -1.1% | -41 | |
| | 624 | | | | -3.1% | -0.8% | -1.3% | -0.7% | -1.8% | -72 | -15% |
| Maplewood | 622 | 245,400 | 260,700 | 6.2% | -2.2% | -0.6% | 1.6% | 0.3% | -0.3% | -12 | |
| | 623 | | | | -2.2% | -0.6% | 1.5% | 0.3% | -0.4% | -14 | |
| | 624 | | | | -2.2% | -0.6% | -0.6% | 0.3% | -1% | -40 | -10% |
| Mounds View | 621 | 241,000 | 250,750 | 4.0% | -4.5% | 1.2% | -5.7% | -0.8% | -3.3% | 114 | 30% |
| New Brighton | 282 | 280,650 | 299,300 | 6.6% | -1.9% | -0.1% | 0.9% | 1.9% | -0.2% | -9 | |
| | 621 | | | | -1.9% | -0.1% | -3.2% | 1.9% | -1.7% | -71 | -2% |
| North Oaks | 621 | 609,400 | 651,800 | 7.0% | -1.2% | 8.9% | -2.5% | 2.7% | -0.6% | -46 | |
| | 624 | | | | -1.2% | 8.9% | 0.9% | 2.7% | 0.9% | 72 | 127% |
| North St. Paul | 622 | 214,300 | 230,000 | 7.3% | -0.8% | 1.7% | 2.9% | 4.7% | 1.5% | 48 | 23% |
| Roseville | 621 | 272,000 | 280,600 | 3.2% | -5.5% | -1.6% | -6.6% | -1.8% | -4.7% | -189 | |
| | 623 | | | | -5.5% | -1.6% | -1.7% | -1.8% | -3.0% | -117 | 116% |
| St. Anthony | 282 | 308,550 | 332,850 | 7.9% | -0.7% | 4.9% | 2.1% | 4.1% | 2.4% | 134 | 62% |
| St. Paul | 625 | 199,800 | 215,800 | 8.0% | -0.1% | -1.6% | 5.6% | 1.7% | 1.6% | 47 | -20% |
| Shoreview | 621 | 326,300 | 336,450 | 3.1% | -5.6% | 2.5% | -6.6% | -2.0% | -4.0% | -188 | |
| | 623 | | | | -5.6% | 2.5% | -1.7% | -2.0% | -2.2% | -100 | 81% |
| Spring Lake Park | 621 | 243,700 | 245,800 | 0.9% | -7.9% | -6.1% | -8.8% | -4.3% | -7.5% | -282 | -678% |
| Vadnais Heights | 621 | 293,200 | 310,000 | 5.7% | -2.8% | 0.9% | -4.1% | 0.9% | -2.5% | -97 | |
| | 624 | | | | -2.8% | 0.9% | 1.0% | -0.4% | -1.3% | -54 | 16% |
| White Bear Lake | 624 | 243,100 | 256,000 | 5.3% | -3.1% | 4.6% | -1.5% | -0.7% | -1.2% | -38 | 87% |
| White Bear Township | 624 | 265,900 | 287,000 | 2.9% | -5.8% | 18.9% | -3.9% | -3.4% | -1.1% | -44 | 652% |

# Truth in Taxation Notice Calls

- Staff has not received any public inquires regarding the notice as of Nov. 25

- Valuation / Property Classification / Status questions are directed to Ramsey County

- **Ramsey County Assessors Office 651-266-2131 or** https://www.ramseycounty.us/residents/property-home/taxes-values
  - You will be asked to provide information regarding your concern
  - Receive a return phone call from an appraiser within three days
  - Need to have an appraiser come to your property to perform an interior review prior to any value adjustment

# State of Minnesota Property Tax Refund Programs

- **State of Minnesota offers two programs available to owners of homestead properties and rentals**
- **Based on household income and property taxes paid**

- **Regular Property Tax Refund**
  - Available to Homeowners and Renters
    - 2019 Household homeowner income limit of $115,020; maximum refund of $2,820
    - 2019 Household renter income limit of $62,340; maximum refund of $2,190
  - Full or part time residents may apply
  - Must be a Minnesota Resident or spend more than 183 days in Minnesota during the calendar year
  - May not be claimed as a dependent by others

- **Special Property Tax Refund**
  - Must have lived in your home on January 2, 2019 and January 2, 2020
  - Net property tax on your homestead increased by more than 12% from 2019 to 2020
  - No income limit, maximum refund of $1,000
  - Property Tax increase must have been at least $100

  - Complete Program Information can be found at https://www.revenue.state.mn.us/property-tax-refund

# Property Tax Relief Programs

- **State of Minnesota Senior Citizen Property Tax Deferral Program**
  - Must be 65 years old; if married, one of you is 65 or older and the other at least 62
  - Household income is $60,000 or less
  - You have lived in, owned your home, and had it homesteaded for the last 15 years
  - Other liens against your property are less than 75% of the estimated market value
  - You do not have a reverse mortgage, a life estate, or any lien on your property
  - The amount of property tax you pay is limited to 3% of your total household income
  - Complete Program Information can be found at https://www.revenue.state.mn.us/senior-citizens-property-tax-deferral-program

# Action Items

- Conduct Truth in Taxation Meeting
- Allow for Public Input and Comments
- Consider Resolution Adopting 2021 Proposed Budget and Property Tax Levy
  - Three Separate Resolutions
    - General & Debt
    - EDA
    - HRA

**CITY OF NORTH ST. PAUL**

**RESOLUTION NO. 2020-XXX**

**RESOLUTION ADOPTING FINAL 2021 GENERAL FUND BUDGET & SETTING THE FINAL 2021 GENERAL PURPOSE & DEBT SERVICE LEVIES**

**WHEREAS THE CITY OF NORTH ST. PAUL, MINNESOTA** ("City") is required by Minnesota Statute §275.065 to adopt a final General Fund budget and to certify to Ramsey County ("County") a proposed tax levy on or before December 30 of each year; and,

**WHEREAS**, the City Council ("Council") has reviewed and established a final General Fund budget and subsequent property tax levy for Fiscal Year 2021 in the amount of $7,493,912; and,

**WHEREAS,** the Council has determined a general property tax levy of $3,966,844 collectible in 2021, upon taxable property in the City; and,

**WHEREAS,** the Council has determined a debt service levy of $1,524,602 collectible in 2021, upon taxable property in the City. The Council has determined to waive the right to levy for the GO Abatement Bonds of $81,372, and will finance internally.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL**, the following final 2021 General Fund budget and general purpose and debt service tax levies are hereby adopted:

1. Total 2021 General Fund Budget: $7,493,912.
2. Total 2020 tax levy of $5,491,446, which is comprised of a general purpose tax levy of $3,966,844 and debt service levy of $1,524,602.

**ADOPTED** this 1st day of December, 2020.

Motion by
Second by

Voting: Aye:
Nay:
Abstain:
Absent:

________________________________
Terrence J. Furlong, Mayor

Attest:

________________________________
Scott A. Duddeck, City Manager

**CITY OF NORTH ST. PAUL**

**RESOLUTION NO. 2020-XXX**

**RESOLUTION ADOPTING THE FINAL 2021 TAX LEVY FOR THE NORTH ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY**

**WHEREAS THE CITY OF NORTH ST. PAUL, MINNESOTA** ("City") is required by Minnesota Statute §275.065 to adopt and certify a final tax levy for economic development purposes to Ramsey County ("County") on or before December 30 of each year; and,

**WHEREAS**, according to State Statute §469.107, the maximum tax levy for economic development purposes is set at .01813% of the total taxable market value of the City, making the estimated maximum tax levy amount for 2021 of $184,687; and,

**WHEREAS,** the City Council, acting on behalf of the Economic Development Authority ("EDA"), has determined the tax levy necessary to meet EDA objectives in 2021 to be the maximum amount established by State Statute; and,

**WHEREAS,** the purpose of said funds shall be used by the EDA to assist with business retention and expansion activities and community promotion and marketing efforts necessary for such activities.

**NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA,** on behalf of the North St. Paul Economic Development Authority, the final 2021 tax levy for economic development purposes is hereby approved as submitted in the amount of $184,687.

**ADOPTED** this 1st day of December, 2020.

Motion by Council Member
Second by Council Member

Voting: Aye:
Nay:
Abstain:
Absent:

______________________________
Terrence J. Furlong, Mayor

Attest:

______________________________
Scott A. Duddeck, City Manager

**CITY OF NORTH ST. PAUL**

**RESOLUTION NO. 2020-XXX**

**RESOLUTION ADOPTING THE FINAL 2021 TAX LEVY FOR THE NORTH ST. PAUL HOUSING AND REDEVELOPMENT AUTHORITY**

**WHEREAS THE CITY OF NORTH ST. PAUL, MINNESOTA** ("City") is required by Minnesota Statute §275.065 to adopt and certify a final tax levy for housing-related purposes as determined and allowed by the North St. Paul Housing & Redevelopment Authority (HRA) to Ramsey County ("County") on or before December 30 of each year; and,

**WHEREAS**, according to State Statute §469.033, Subd. 6, the HRA's limit for the levy is set at 0.0185% of the taxable market value of the city, making the maximum levy amount of $188,456; and,

**WHEREAS,** the City Council, acting as the HRA, has determined the tax levy necessary to meet HRA objectives in 2021 to be the maximum amount established by State Statute; and,

**WHEREAS,** the 2021 HRA budget is established to provide programs and services aimed at maintaining and reinvesting in the community's housing stock, and community promotion and marketing efforts necessary for such activities.

**NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA,** on behalf of the North St. Paul Housing & Redevelopment Authority, the final 2021 tax levy for housing-related purposes is hereby approved as submitted in the amount of $188,456.

**ADOPTED** this 1st day of December, 2020.

Motion by Council Member
Second by Council Member

Voting: Aye:
Nay:
Abstain:
Absent:

Terrence J. Furlong, Mayor

Attest:

Scott A. Duddeck, City Manager

| FUND | ACTIVITY |
|---|---|
| 001 | GENERAL FUND |

**DESCRIPTION OF ACTIVITY**
The General Fund is the chief operating fund of the City and currently includes twelve departments. This fund accounts for revenue and expenditures used to carryout basic governmental activities of the City such as general government, public safety, public works, and parks and recreation. Revenues are recorded by source (i.e., taxes, licenses, permits, etc.). General Fund expenditures are primarily for current day-to-day operations and operating equipment, and are recorded by major functional classifications and by operating departments. This fund accounts for all financial transactions not properly accounted for in another fund.

**FUND SERVICES**

| | |
|---|---|
| City Council | Administration |
| Elections | Finance |
| Community Development | Police |
| Fire & Code Enforcement | Inspections |
| Street Maintenance | Urban Forestry |
| Parks | Recreation |

**FUTURE OBJECTIVES AND PRIORITIES**

- Provide highest level of service to our residents, businesses and visitors to make North St. Paul an Extraordinary place to live, work and play.
- Maintain minimum unassigned General Fund balance of 35 percent of the subsequent years budgeted expenditures.
- Continue to offer safe and welcoming parks.
- Improve public safety outcomes.
- Increase efficiency through technological advances.
- Continue proactive repair and maintain City operated infrastructure.
- Improve Communication and Engagement with the Community.
- Achieve Economic and Fiscal Sustainability.
- Focus on essential City services and responding to the needs of our City.
- Drive Technological advances in every aspect of City operations.
- Assist in Economic Development and Redevelopment.
- Promote housing options for persons of all ages and income levels.
- Train, promote and retain employees who exemplify North St. Paul’s values

## IMPACT MEASURES / PERFORMANCE INDICATORS

| GENERAL FUND SUMMARY | | | | | | | |
|---|---|---|---|---|---|---|---|
| | 2017 Actual | 2018 Actual | 2019 Actual | 2020 Adopted Budget | 2021 Proposed Budget | $ Increase (Decrease) | % Increase (Decrease) |
| REVENUES | | | | | | | |
| Total Taxes | $3,587,226 | $3,762,132 | $3,983,779 | $4,457,184 | $4,381,844 | ($75,340) | -1.69% |
| Total Special Assessment Taxes | 1,009 | 1,396 | 4,482 | - | - | - | 0.00% |
| Total Licenses | 74,583 | 80,134 | 93,760 | 71,000 | 65,500 | (5,500) | -7.75% |
| Total Permits | 228,133 | 275,314 | 537,498 | 517,500 | 295,150 | (222,350) | -42.97% |
| Total Court Fines | 37,032 | 38,536 | 33,274 | 33,600 | 33,000 | (600) | -1.79% |
| Total Intergovernmental | 1,647,917 | 1,664,846 | 1,670,593 | 1,656,488 | 1,658,676 | 2,188 | 0.13% |
| Total Charges | 195,753 | 152,151 | 213,148 | 41,000 | 31,000 | (10,000) | -24.39% |
| Total Other Charges | 304,388 | 288,170 | 370,333 | 252,798 | 208,742 | (44,056) | -17.43% |
| Total Transfers | 1,076,800 | 871,130 | 892,932 | 820,000 | 820,000 | - | 0.00% |
| TOTAL REVENUES | $7,152,841 | $7,133,809 | $7,799,799 | $7,849,570 | $7,493,912 | ($355,658) | -4.53% |
| EXPENDITURES | | | | | | | |
| City Council (11) | $111,401 | $123,807 | $123,477 | 123,973 | 109,605 | ($14,368) | -11.59% |
| Administration (12) | 470,024 | 498,927 | 502,257 | 504,653 | 478,642 | (26,011) | -5.15% |
| Elections (14) | 40,527 | 27,650 | 27,084 | 26,674 | 31,364 | 4,690 | 17.58% |
| Central Services (15) | 573,414 | - | - | - | - | - | 0.00% |
| Finance (16) | 317,042 | 333,291 | 343,846 | 298,192 | 340,863 | 42,671 | 14.31% |
| Legal (17) | 212,843 | - | - | - | - | - | 0.00% |
| Community Development (19) | 263,615 | 334,446 | 303,751 | 300,807 | 298,045 | (2,762) | -0.92% |
| Police (21) | 2,581,544 | 2,724,946 | 2,854,482 | 3,143,152 | 3,089,461 | (53,691) | -1.71% |
| Fire & Code Enforcement (26) | 867,276 | 1,048,616 | 1,046,917 | 1,066,928 | 1,086,847 | 19,919 | 1.87% |
| Inspections (28) | 133,675 | 166,237 | 402,605 | 393,950 | 221,501 | (172,450) | -43.77% |
| Street Maintenance (31) | 806,261 | 948,532 | 943,605 | 1,029,693 | 1,033,303 | 3,610 | 0.35% |
| Urban Forestry (36) | 178,714 | 172,911 | 199,894 | 210,673 | 217,366 | 6,693 | 3.18% |
| Parks (40) | 407,839 | 471,131 | 387,555 | 585,567 | 569,650 | (15,917) | -2.72% |
| Recreation (41) | - | 68,339 | 138,148 | 165,308 | 17,265 | (148,043) | -89.56% |
| Unallocated (89) | - | 18,006 | - | - | - | - | 0.00% |
| Non Departmental (00) | 190,827 | 118,618 | - | - | - | - | 0.00% |
| TOTAL EXPENDITURES | $7,155,002 | $7,055,457 | $7,273,621 | $7,849,570 | $7,493,912 | ($355,658) | -4.53% |
| CHANGE IN FUND BALANCE | ($2,161) | $78,352 | $526,178 | $0 | $0 | $0 | 0.00% |

## BUDGET HIGHLIGHTS

- Preliminary 2021 Levy is flat from 2020, which includes General Fund and Debt levies.
- Renewed focus on essential city services and proper funding of these activities.
- Sufficient funding for Equipment Replacement, Building Maintenance, and Information Technology.
- Commitment to existing infrastructure and proactive repair & maintenance.
- Continuing a trend of balanced budgets (Without the use of reserves).
- Median residential market values outpacing the growth of city taxes.

| FUND | DEPARTMENT | ACTIVITY |
|---|---|---|
| 001 | 11 | CITY COUNCIL |

**ACTIVITY MANAGER**
Mayor Terry Furlong
Terry.Furlong@northstpaul.org
651-747-2403

**DESCRIPTION OF ACTIVITY**
The legislative body for the City of North St. Paul is the City Council. The Council exercises budgetary control through the adoption of an annual budget and capital improvement plan. The Council appoints various citizen committees to render advice on legislative and policy related matters and provides general direction to the operating departments through the City Manager. The Council is comprised of four members and one mayor, all voted at large, and serving four year terms. The Council meets regularly twice per month with special meetings called as needed.

**DEPARTMENT SERVICES**

| | |
|---|---|
| Council Workshops and Meetings | City Manager Relationship |
| Budget | Policy Making |
| Commission Appointments | Code of Ordinances |
| Priority Setting | Liaison to Community Members |

**FUTURE OBJECTIVES AND PRIORITIES**

- Provide policy directives for various issues pertaining to the governance of the City.
- Create departments and advisory boards, appointing officers, employees and agents for the City to conduct City affairs.
- Determine appropriate services and taxation levels for each year's budget.
- Reviewing and authorizing updates to the City Fee Schedule
- Plan for the future development of the City and steps to implement that plan.
- Promote civic engagement and transparency.
- Provide leadership and direction for the City's HRA and EDA.
- 2040 Comprehensive Plan Implementation.
- Continue street and utility infrastructure improvements.
- Complete redevelopment of Anchor Block and the Old City Hall Site.
- Investment in software to allow residents and property owners to conduct business from the convenience of their home or office.

## IMPACT MEASURES / PERFORMANCE INDICATORS

| Item | Actual 2017 | Actual 2018 | Actual 2019 | Projected 2020 | Projected 2021 |
|---|---|---|---|---|---|
| Council Meetings | 24 | 25 | 24 | 27 | 24 |
| Council Workshops | 25 | 32 | 22 | 25 | 24 |
| Retreats/Additional | 1 | 2 | 3 | 15 | 5 |
| Population | 12,387 | 12,477 | 12,159 | 12,161 | 12,400 |
| City Market Value (Millions) | 822 | 862 | 920 | 1,019 | 1,100 |
| Number of Parcels | 3,806 | 3,790 | 3,788 | 3,810 | 3,870 |
| Number of Commissions | 3 | 3 | 3 | 3 | 3 |
| Resolutions Adopted | 126 | 159 | 169 | 142 | 140 |

| Regular Employment (FTE) | | | | | |
|---|---|---|---|---|---|
| Position Title | Actual 2017 | Actual 2018 | Actual 2019 | Budgeted 2020 | Proposed 2021 |
| Mayor | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| Council Member | 4.0 | 4.0 | 4.0 | 4.0 | 4.0 |
| Cable Caster | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 |

| EXPENDITURES BY FUNCTION | | | | | | |
|---|---|---|---|---|---|---|
| | 2018 Actual | 2019 Actual | 2020 Adopted Budget | 2021 Proposed Budget | $ Increase (Decrease) | % Increase (Decrease) |
| EXPENDITURES | | | | | | |
| Total Personnel Services | $32,418 | $32,079 | $33,542 | $27,700 | ($5,842) | -17.42% |
| Total Supplies | 109 | 268 | 150 | 150 | - | 0.00% |
| Total Contractual Services | 85,170 | 91,130 | 90,281 | 81,755 | (8,526) | -9.44% |
| Total Capital | 6,110 | - | - | - | - | 0.00% |
| TOTAL EXPENDITURES | $123,807 | $123,477 | $123,973 | $109,605 | ($14,368) | -26.86% |

## BUDGET HIGHLIGHTS

- Increase in transcription services fees for City Council and Planning Commission meetings.
- Budget for the independent audit associated with the General Fund was moved to Finance.
- The mayor earns $6,400 per year and each council member earns $5,200. This remains flat from 2020. For 2021, one council member has foregone pay.

| FUND | DEPARTMENT | ACTIVITY |
|---|---|---|
| 001 | 12 | AMINISTRATION |

**ACTIVITY MANAGER**
Scott Duddeck, City Manager
Scott.Duddeck@northstpaul.org
651-747-2436

**DESCRIPTION OF ACTIVITY**
This activity provides the administrative direction for the City and its departments as provided by the City Charter and the Code of Ordinances. The City Manager serves as chief administrative officer for the City, ensuring that the Charter, laws, ordinances and resolutions of the City Council are enforced and implemented. Moreover, the City Manager is responsible for managing the overall operations of all City departments. As City Clerk, responsibilities also include the management of official records and documents of the City.

**DEPARTMENT SERVICES**

| | |
|---|---|
| Preparation of agendas for council and and commission meetings | Communications – website/social media/other |
| Personnel policies and programs | Labor relations |
| Compensation practices | Post/publish public/legal notices |
| Maintain code of ordinances | Manage legal activities |
| Contract negotiations | Work with boards and commissions |
| Staff recruitment | Oversee City records |
| Employee performance evaluations | Respond to public inquiries |

**OBJECTIVES AND PRIORITIES**

- Follow the 7 Core Values: Attack Each Day With Positive Energy, Own Our Actions, Involve Others, Go the Extra Mile, Strive to Evolve, Celebrate Success, Connect with Meaning.
- Ensure that Council policy directions are implemented in a timely and professional manner.
- Monitor community matters and engage with Council as needed.
- Maintain a safe work environment and a healthy workforce.
- Direct certain facets of personnel; Labor contracts, recruitment, benefits, etc.
- Prepare the agenda and materials for council meetings as well as regular and special reports.
- Ensure adequate succession planning and retention of institutional knowledge is occurring for executive leadership and management positions.
- Evaluate organizational structure and division assignments.
- Plan and facilitate cooperation with the County and special districts for integrated municipal level service delivery and infrastructure development.

## IMPACT MEASURES / PERFORMANCE INDICATORS

| Item | Actual 2017 | Actual 2018 | Actual 2019 | Projected 2020 | Projected 2021 |
|---|---|---|---|---|---|
| Council Agendas | 24 | 25 | 24 | 27 | 24 |
| Council Workshop Agendas | 25 | 32 | 22 | 35 | 24 |
| Ordinances Adopted | 6 | 11 | 10 | 6 | 10 |
| Resolutions Adopted | 126 | 159 | 169 | 169 | 175 |
| New Hires | 17 | 20 | 15 | 14 | 12 |
| Labor Contracts | 4 | 6 | 6 | 6 | 6 |
| Social Media Posts | 770 | 1,062 | 732 | 800 | 1,530 |
| Full-time Employees | 64 | 63 | 59 | 55 | 55 |
| 1094-Cs Generated | 71 | 70 | 66 | 66 | 66 |

| Regular Employment (FTE) | | | | | |
|---|---|---|---|---|---|
| Position Title | Actual 2017 | Actual 2018 | Actual 2019 | Budgeted 2020 | Proposed 2021 |
| City Manager | 0.75 | 0.75 | 0.75 | 0.47 | 0.47 |
| Deputy City Clerk | 0.9 | 0.9 | 1.0 | 0.65 | 0.65 |
| Strategic Operations Director | 1.0 | 1.0 | - | - | - |
| Community & Admin Srvcs Director | - | - | 0.45 | 0.35 | - |
| Community Relations Coordinator | 0.8 | 0.8 | 0.8 | 0.6 | - |
| Electronic Documentation Tech | 0.4 | 0.4 | 0.4 | 0.4 | 0.4 |

| EXPENDITURES BY FUNCTION | | | | | | |
|---|---|---|---|---|---|---|
| | 2018 Actual | 2019 Actual | 2020 Adopted Budget | 2021 Proposed Budget | $ Increase (Decrease) | % Increase (Decrease) |
| EXPENDITURES | | | | | | |
| Total Personnel Services | $358,526 | $338,609 | $262,663 | $180,253 | ($82,410) | -31.37% |
| Total Supplies | 621 | 1,317 | 1,000 | 1,000 | - | 0.00% |
| Total Contractual Services | 138,558 | 162,331 | 240,990 | 297,389 | 56,399 | 23.40% |
| Total Capital | 1,222 | - | - | - | - | 0.00% |
| TOTAL EXPENDITURES | $498,927 | $502,257 | $504,653 | $478,642 | ($26,011) | -7.97% |

## BUDGET HIGHLIGHTS

- The City Manager is overseeing software conversions in Community Development, Parks and Recreation, and Finance.
- Decrease in personnel services and increase in contractual services due to Community Relations Coordinator retiring and replaced by contracted marketing consultant.

| FUND | DEPARTMENT | ACTIVITY |
|---|---|---|
| 001 | 14 | ELECTIONS |

**ACTIVITY MANAGER**

Jennie Kloos, Deputy Clerk
Jennie.Kloos@northstpaul.org
651-747-2403

**DESCRIPTION OF ACTIVITY**

This activity provides for the preparation of any and all elections including organizing of the polling places, election judges, and vote tabulation. The City contracted with Ramsey County to conduct elections for the city beginning January 1, 2016.

**DEPARTMENT SERVICES**

| | |
|---|---|
| Polling | Vote Tabulation |

**OBJECTIVES AND PRIORITIES**

- Coordinate with Ramsey County to prepare for November elections.

**IMPACT MEASURES / PERFORMANCE INDICATORS**

| Item | Actual 2017 | Actual 2018 | Actual 2019 | Projected 2020 | Projected 2021 |
|---|---|---|---|---|---|
| # of Elections | - | 2 | - | 3 | - |
| Polling Locations | - | 4 | - | 4 | 4 |
| Votes Tabulated | - | 11,909 | - | 13,500 | - |

| EXPENDITURES BY FUNCTION | | | | | | |
|---|---|---|---|---|---|---|
| | 2018 Actual | 2019 Actual | 2020 Adopted Budget | 2021 Proposed Budget | $ Increase (Decrease) | % Increase (Decrease) |
| EXPENDITURES | | | | | | |
| Total Personnel Services | $1,767 | $517 | $0 | $0 | $0 | 0.00% |
| Total Contractual Services | 25,883 | 26,567 | 26,674 | 31,364 | 4,690 | 17.58% |
| TOTAL EXPENDITURES | $27,650 | $27,084 | $26,674 | $31,364 | $4,690 | 17.58% |

**BUDGET HIGHLIGHTS**

- Increase in contractual services due to Ramsey County elections contract that is split over 2 years.

| FUND | DEPARTMENT | ACTIVITY |
|---|---|---|
| 001 | 16 | FINANCE |

**ACTIVITY MANAGER**
Jason Zimmerman, Finance Director
Jason.Zimmerman@northstpaul.org
651-747-2427

**DESCRIPTION OF ACTIVITY**
This activity directs the City's financial affairs pursuant to generally accepted accounting standards, is responsible for the fiscal health of the City, and in charge of accurately recording receipt of all money and expenditure of funds in accordance with all applicable laws and regulations. This includes initiation of financial plans, review and implementation of internal controls, safeguarding assets and accounting of financial transactions, including: payroll, accounts receivable, accounts payable, investment management, debt management and utility billing as well as facilitating the annual preparation of the Comprehensive Annual Financial Report and budget.

**DEPARTMENT SERVICES**

| | |
|---|---|
| Utility Billing | Investments |
| Accounts Payable | Debt Management |
| Accounts Receivable | Tax Increment Financing |
| Payroll | Special Assessments |
| Cash Receipting | Capital Asset Tracking |
| Banking Relations | Annual Financial Audit |
| Financial Report (CAFR) | Mandated State & Federal Reporting |

**OBJECTIVES AND PRIORITIES**

- Primary advisor to the City Manager, City Council, and departments on fiscal and financial matters.
- Provide leadership in the development and implementation of citywide financial policies.
- Invest City funds to ensure safety, liquidity, and maximize return when possible.
- Enhance the usefulness and delivery of the budget, making it readily accessible and understandable to management, the Council, and the North St. Paul community.
- Continue to obtain the Certificate of Achievement in Financial Reporting presented by the Government Finance Officers Association (GFOA) for the City's Comprehensive Annual Financial Report.
- Continue providing excellent utility billing customer service to the residents of North St. Paul.
- Accurately read all water and electric meters and generate monthly utility statements.
- Coordinate water & electric meter irregularities, maintenance, and replacements with public works staff.
- Upgrade the financial software and increase transparency with OpenGov ERP solutions.
- Continue to receive a clean audit option from our external auditors.

## IMPACT MEASURES / PERFORMANCE INDICATORS

| Item | Actual 2017 | Actual 2018 | Actual 2019 | Projected 2020 | Projected 2021 |
|---|---|---|---|---|---|
| Cash & Investments at Year End | 23,478,031 | 31,711,061 | 29,060,759 | 26,500,000 | 2,600,000 |
| AP Checks | 2,603 | 2,539 | 2,611 | 2,630 | 3,650 |
| AP Draft/Wires | 296 | 307 | 317 | 327 | 337 |
| S&P Investor Rating | AA | AA | AA | AA | AA |
| Average # of Monthly Accounts Billed | 6,417 | 6,428 | 6,604 | 6,634 | 6,734 |
| Total Amount of Utility Bills ($) | 16,535,270 | 17,422,647 | 16,997,163 | 17,500,000 | 17,500,000 |
| Average Monthly Disconnect Notices | 385 | 379 | - | 375 | 375 |
| Average Service Orders per Month | 109 | 107 | 105 | 110 | 115 |
| Average Utility Payments Entered Manually per Month* | 2,785 | 2,704 | 2,594 | 2,526 | 2,560 |
| Average # of Utility Payments by Automated Processes* | 3,544 | 3,653 | 3,882 | 4,022 | 4,088 |
| Number Paychecks Generated | 2,382 | 2,331 | 2,126 | 2,150 | 2,150 |
| Number of W-2s Generated | 136 | 133 | 136 | 130 | 130 |
| Investment Return | 301,960 | 426,239 | 642,269 | 225,000 | 100,000 |
| Utility Customer Service Phone Calls | 17,774 | 13,972 | 16,864 | 17,014 | 15,000 |
| Utility Customer Service Phone Hours | 542 | 466 | 501 | 523 | 500 |

* Some Payments Include Multiple Accounts

| Regular Employment (FTE) | | | | | |
|---|---|---|---|---|---|
| Position Title | Actual 2017 | Actual 2018 | Actual 2019 | Budgeted 2020 | Proposed 2021 |
| Finance Director | 1.0 | 1.0 | 1.0 | 0.75 | 0.75 |
| Accountant | 1.0 | 1.0 | 1.0 | 0.75 | 0.75 |
| Accounting Technician | 1.0 | 1.0 | 1.0 | 0.75 | 0.75 |

| EXPENDITURES BY FUNCTION | | | | | | |
|---|---|---|---|---|---|---|
| | 2018 Actual | 2019 Actual | 2020 Adopted Budget | 2021 Proposed Budget | $ Increase (Decrease) | % Increase (Decrease) |
| EXPENDITURES | | | | | | |
| Total Personnel Services | $304,397 | $302,338 | $247,884 | $272,414 | $24,530 | 9.90% |
| Total Supplies | 1,432 | 1,070 | 2,082 | 1,842 | (240) | -11.53% |
| Total Contractual Services | 27,462 | 40,438 | 48,226 | 66,608 | 18,382 | 38.12% |
| TOTAL EXPENDITURES | $333,291 | $343,846 | $298,192 | $340,863 | $42,671 | 36.48% |

## BUDGET HIGHLIGHTS

- Increase in personnel services due to full year with Accountant position filled in April 2020.
- Contractual services increased due to annual audit moved from City Council to Finance.
- Implementing Budget and Planning software and Financial software in 2021.

| FUND | DEPARTMENT | ACTIVITY |
|---|---|---|
| 001 | 19 | COMMUNITY DEVELOPMENT |

**ACTIVITY MANAGER**
Scott Duddeck, City Manager
Scott.Duddeck@northstpaul.org
651-747-2436

**DESCRIPTION OF ACTIVITY**
This activity has four broad responsibilities: Economic Development, Planning and Zoning, Building Inspections/Permitting/Licensing and Redevelopment. The department performs a variety of functions including: Permits and Licensing, Zoning Administration, Land Use Policy, Staffing Commissions (Design Review Commission, Planning Commission, Economic Development Authority), Public Hearings, Comprehensive Plan implementation, Zoning Code compliance, Redevelopment Master Plan, Downtown Design Manual, Living Streets Plan, Park Improvement Plan and Resilient Communities Projects, Reviewing Commercial and Residential Projects and Coordination with outside agencies such as the Metropolitan Council, League of MN Cities, Washington-Ramsey Watershed District and Ramsey County.

**DEPARTMENT SERVICES**

| | |
|---|---|
| Issue Permits and Licenses | Zoning Administration |
| Land Use Policy | Public Hearings |
| Reviewing Commercial and Residential Projects | Design and Review Commissions |
| Planning Commission | City Plans |

**OBJECTIVES AND PRIORITIES**

- Continue increasing housing units to grow our *Extraordinary* community.
- Guide development by leveraging resources to promote a better community.
- Collaborate with the business community and other agencies to stimulate economic development.
- Educate contractors & public through pre-development meetings, city website, and the permit process.
- Develop strategies focused on promoting the rehabilitation of blighted properties.
- Engage with business owners to improve the local economic condition and reduce business vacancies.
- Work closely in conjunction with North St. Paul HRA and EDA on projects and strategies.
- Coordinate with WSB (contracted engineering and planning services) on large development projects.
- Leverage technology to allow all planning & licensing functions to be conducted online.
- Increase and improve communication with community members.
- Support the Public Works Department throughout the downtown street projects.
- Partnership with Lennar Homes to build a Housing for Heroes home for military veterans and their families on the corner of 11th and Margaret Street.

## IMPACT MEASURES / PERFORMANCE INDICATORS

| Item | Actual 2017 | Actual 2018 | Actual 2019 | Projected 2020 | Projected 2021 |
|---|---|---|---|---|---|
| Residential Zoning Permits | 73 | 66 | 75 | 84 | 70 |
| Commercial Zoning Permits | 14 | 13 | 12 | 9 | 10 |
| Right of Way Permits | 32 | 22 | 36 | 42 | 35 |
| Vendor Licenses | 41 | 48 | 41 | 10 | 45 |
| Trenching Permits | 24 | 15 | 30 | 28 | 25 |
| Pet & Kennel Licenses | 347 | 290 | 359 | 1 | 1 |
| General Contractor Licenses | 40 | 21 | 14 | 19 | 15 |
| Mechanical Contractor Licenses | 98 | 78 | 93 | 78 | 80 |
| Customer Service Phone Calls | 11,659 | 11,648 | 15,736 | 18,759 | 18,000 |
| Customer Service Phone Call Hours | 214 | 234 | 263 | 394 | 375 |

| Regular Employment (FTE) | | | | | |
|---|---|---|---|---|---|
| Position Title | Actual 2017 | Actual 2018 | Actual 2019 | Budgeted 2020 | Proposed 2021 |
| Community & Admin Svs Director | - | - | 0.20 | 0.20 | - |
| Community Development Director | 0.4 | 0.4 | - | - | - |
| Customer Service Office Assistant | 2.35 | 2.35 | 2.35 | 2.35 | 2.35 |

| EXPENDITURES BY FUNCTION | | | | | | |
|---|---|---|---|---|---|---|
| | 2018 Actual | 2019 Actual | 2020 Adopted Budget | 2021 Proposed Budget | $ Increase (Decrease) | % Increase (Decrease) |
| EXPENDITURES | | | | | | |
| Total Personnel Services | $169,436 | $147,640 | $180,842 | $165,840 | ($15,002) | -8.30% |
| Total Supplies | 4,364 | 3,981 | 3,400 | 2,890 | (510) | -15.00% |
| Total Contractual Services | 160,248 | 152,130 | 116,565 | 129,315 | 12,750 | 10.94% |
| Total Capital | 398 | - | - | - | - | 0.00% |
| TOTAL EXPENDITURES | $334,446 | $303,751 | $300,807 | $298,045 | ($2,762) | -12.36% |

## BUDGET HIGHLIGHTS

- With operations switching from mainly in-person to online and telephone, there has been a substantial increase in Customer Service Phone calls received.
- To process applications in a timely and efficient manner and due to increased development within the City, the Planning Commission has often needed to add a second monthly meeting. So far in 2020, the Planning Commission has met twice in the months of January, February, May and August.
- City development has kept the Community Development staff busy. The Final Plat approval for the 2nd Addition of the McKnight Townhomes began this year allowing M/I to begin phase 2 of development. Also, the Site Plans and Variances for both the Anchor Storage Facility and the multi-family apartments (Anchor Commons) were both approved earlier this year, and have led to permit review for those projects.

| FUND | DEPARTMENT | ACTIVITY |
|---|---|---|
| 001 | 21 | POLICE |

**ACTIVITY MANAGER**
Tom Lauth, Police Chief
Tom.Lauth@northstpaul.org
651-747-2511

**DESCRIPTION OF ACTIVITY**
This activity is responsible for general public safety and public order for North St. Paul's residents and visitors. This is accomplished by for enforcing the laws of the State of Minnesota and the Code of Ordinances of the City of North St. Paul, responding to emergencies, assisting with emergency management efforts, investigating crimes, recovering property, apprehending offenders, enabling safe traffic/pedestrian movement, collaborating with the public and community policing efforts.

**DEPARTMENT SERVICES**

| | |
|---|---|
| Animal Control | Community Policing |
| Traffic Control & Enforcement | Code & Ordinance Compliance |
| Crime Prevention & Crime Map | National Night Out |
| Patrol & Investigations | Permits, Liquor Laws & Licensing |
| Firearms Permits to Purchase | LE and Community Training |
| Neighborhood Crime Watch | Police Reserve Unit |
| School Resource Officer Program | Local, State & Federal Reporting |

**OBJECTIVES AND PRIORITIES**

- Develop neighborhood relationships and foster respectful relationships with community members.
- Investigate criminal cases in a thorough, timely, and respectful manner.
- Maintain and develop staff to serve the changing demographics of our community.
- Maintain adequate preventative patrol of the community and reasonable response times.
- Participate in and leverage our relationships within the Ramsey County SWAT Team.
- Increase traffic enforcement efforts to educate and gain compliance with the law.
- Continue partnership with ISD 622 and our School Resource Officer (SRO) program.
- Drive cooperation with neighboring communities to address regional crime.
- Deploy body worn cameras for all licensed police staff.
- Continue our crime prevention programs including neighborhood watch groups.
- Continue Crime Free Multi-Housing program (CFMH) to reduce overall unlawful activity.
- Expand Police Reserve program, target more citizen/community participation.
- Continue collaboration and participation in the Ramsey County Traffic Safety Initiative / Towards Zero Deaths program.
- Establish a Citizen-Police Discussion Group to hold regular community conversations.

## IMPACT MEASURES / PERFORMANCE INDICATORS

| Item | Actual 2017 | Actual 2018 | Actual 2019 | Projected 2020 | Projected 2021 |
|---|---|---|---|---|---|
| Calls for Service (CFS) | 10,179 | 9,059 | 10,182 | 10,575 | 10,750 |
| Arrests | 173 | 160 | 474 | 500 | 400 |
| Medical Assists | 904 | 888 | 883 | 925 | 950 |
| Emergency Response & Assists | 110 | 173 | 179 | 202 | 225 |
| Investigations | 81 | 74 | 86 | 89 | 90 |
| Apprehensions - Other | 128 | 142 | 154 | 153 | 150 |
| Recovered Property | 64 | 73 | 383 | 381 | 350 |
| Recovered Stolen Vehicles | 17 | 19 | 39 | 72 | 55 |
| Traffic Citations & Warnings | 2,201 | 2,000 | 1,575 | 3,593 | 2,400 |
| Police Proactive Visits | 146 | 168 | 1,347 | 826 | 900 |
| Data Practices Requested | N/A | N/A | N/A | 17 | 15 |
| Permits to Purchase Firearms | N/A | N/A | 78 | 235 | 150 |
| Over-Time Hours | 1,456 | 1,862 | 1,882 | 1,414 | 1,400 |
| SRO Incidents Investigated | N/A | N/A | N/A | 372 | 200 |

| Regular Employment (FTE) | | | | | |
|---|---|---|---|---|---|
| Position Title | Actual 2017 | Actual 2018 | Actual 2019 | Budgeted 2020 | Proposed 2021 |
| Police Chief | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Police Captain | 1.00 | 1.00 | 1.00 | 1.00 | - |
| Police Sergeant | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 |
| Police Officer | 12.00 | 12.00 | 12.00 | 13.00 | 13.00 |
| Police Admin / Records | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 |
| Community Service Officer | 1.50 | 2.20 | - | 0.80 | 0.80 |

| EXPENDITURES BY FUNCTION | | | | | | |
|---|---|---|---|---|---|---|
| | 2018 Actual | 2019 Actual | 2020 Adopted Budget | 2021 Proposed Budget | $ Increase (Decrease) | % Increase (Decrease) |
| EXPENDITURES | | | | | | |
| Total Personnel Services | $2,183,961 | $2,235,535 | $2,502,024 | $2,438,214 | ($63,810) | -2.55% |
| Total Supplies | 71,968 | 54,550 | 86,383 | 86,300 | (83) | -0.10% |
| Total Contractual Services | 464,096 | 557,445 | 550,545 | 560,747 | 10,202 | 1.85% |
| Total Capital | 4,921 | 6,952 | 4,200 | 4,200 | - | 0.00% |
| TOTAL EXPENDITURES | $2,724,946 | $2,854,482 | $3,143,152 | $3,089,461 | ($53,691) | -0.79% |

## BUDGET HIGHLIGHTS

- Maintain 13 Patrol Officers and 3 Sergeants.
- Continue funding ongoing training and education for sworn officers.
- Increase in Ramsey County ECC and LETG Annual support and maintenance.

| FUND | DEPARTMENT | ACTIVITY |
|---|---|---|
| 001 | 26 | FIRE & CODE ENFORCEMENT |

**ACTIVITY MANAGER**
Jason Mallinger, Fire Chief
Jason.Mallinger@northstpaul.org
651-747-2552

**DESCRIPTION OF ACTIVITY**
This activity provides First Responders to fires, public safety, medical emergencies and disasters. The North St. Paul Fire Department protects the lives and property of the City of North St. Paul residents and businesses. The department advances public safety through its fire prevention, investigation and education programs. The department responds to over 1,300 emergency incidents annually. These incidents include structure and vehicle fires, alarm calls, emergency medical service calls, and motor vehicle accidents among many other emergency and non-emergency calls. This activity is also responsible for Code Compliance which enforces property maintenance standards city-wide.

**DEPARTMENT SERVICES**

| | |
|---|---|
| Emergency Response Fire/EMS | Pet License Enforcement |
| Rental Housing Licensing | Fire Prevention & Education |
| Commercial Fire Inspections | SafeHaven program |
| Fire Code Enforcement | Fire Investigations |
| Fire Alarm/Sprinkler Plan Review | Hydrant Flushing |
| Code Compliance | Zoning Permit Inspections |

**OBJECTIVES AND PRIORITIES**

- Maintain and develop current of regular and paid-on-call staff while creating a strong culture of commitment and community service.
- Respond to 90% of emergency response calls within 10 minutes or less.
- Continue to participate in mutual aid agreements with neighboring communities to utilize our regional resources and take advantage of other department’s expertise.
- Continue to promote and retain members of our Paid on Call staff.
- Educate our staff by utilizing the skills of our existing employees and sending staff to outside training opportunities to continuously improve our knowledge and abilities.
- Continue community outreach programs (Local Defibrillators, Car Seat Clinic, SafeHaven, etc) aimed at education and promotion of fire safety.
- Enforce Code Compliance to ensure property maintenance standards are met.
- Inspect rental housing to protect public health and general welfare of City residents.
- Maintenance of department equipment (Trucks, vehicles, engines, etc.)
- Continue funding to the North St. Paul fire relief to ensure full pension funding.

## IMPACT MEASURES / PERFORMANCE INDICATORS

| Item | Actual 2017 | Actual 2018 | Actual 2019 | Projected 2020 | Projected 2021 |
|---|---|---|---|---|---|
| Number of Calls Answered | 1,319 | 1,318 | 1,355 | 1,550 | 1,650 |
| Rental Property Licensing Inspections | 308 | 297 | 274 | 300 | 550 |
| Commercial Fire Inspections | 176 | 31 | 35 | 100 | 200 |
| Code Compliance Concerns | 447 | 468 | 295 | 300 | 350 |
| SafeHaven Installations | 85 | 71 | 56 | 12 | 70 |
| FEMA Grant Awards | $208,183 | $48,210 | $70,910 | $0 | $0 |
| Paid on Call Staffing | 37 | 31 | 31 | 31 | 34 |
| Average Response Time EMS | 4:15 | 4:22 | 4:29 | 4:43 | 4:28 |
| Average Response Time Bldg. Fire | 6:23 | 5:10 | 11:47 | 8:04 | 8:00 |
| Training Hours (average per FF) | 65 | 77 | 87 | 78 | 90 |

| Regular Employment (FTE) | | | | | |
|---|---|---|---|---|---|
| Position Title | Actual 2017 | Actual 2018 | Actual 2019 | Budgeted 2020 | Proposed 2021 |
| Fire Chief | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Deputy Fire Chief | 1.00 | 1.00 | 1.00 | - | - |
| Fire Inspector | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| PT Inspection/Code Compliance | 1.50 | 1.50 | 1.50 | 1.50 | 1.50 |
| On Call PT Fire Fighters | 37 | 31 | 30 | 40 | 40 |

| EXPENDITURES BY FUNCTION | | | | | | |
|---|---|---|---|---|---|---|
| | 2018 Actual | 2019 Actual | 2020 Adopted Budget | 2021 Proposed Budget | $ Increase (Decrease) | % Increase (Decrease) |
| EXPENDITURES | | | | | | |
| Total Personnel Services | $656,148 | $579,802 | $641,110 | $662,652 | $21,542 | 3.36% |
| Total Supplies | 34,997 | 92,878 | 56,320 | 56,320 | - | 0.00% |
| Total Contractual Services | 325,586 | 368,356 | 278,498 | 276,875 | (1,623) | -0.58% |
| Total Capital | 31,885 | 5,881 | - | - | - | 0.00% |
| Total Transfers | - | - | 91,000 | 91,000 | - | 0.00% |
| TOTAL EXPENDITURES | $1,048,616 | $1,046,917 | $1,066,928 | $1,086,847 | $19,919 | 2.78% |

## BUDGET HIGHLIGHTS

- Rental Property Licensing inspections will increase with the addition of Uptown Commons and Anchor Block North apartment buildings
- Key staff loss projected in the 3rd quarter of 2020 that will impact Code Compliance, Zoning, and Rental/Fire Inspections – Ron Koehnle (retirement)
- Key staff loss projected in the 3rd quarter of 2020 that will impact supervision, management, EMS/fire response operations, training, and response times – Deputy Chief Dustin Kalis and Assistant Chief Chris Hearden (both have accepted FT Chiefs positions outside of NSP).

| FUND | DEPARTMENT | ACTIVITY |
|---|---|---|
| 001 | 28 | BUILDING INSPECTIONS |

**ACTIVITY MANAGER**

Scott Duddeck, City Manager
buildinginspections@northstpaul.org
651-747-2415

**DESCRIPTION OF ACTIVITY**

This activity provides enforcement of property maintenance codes, plan review and inspection of all new and remodeled construction within the city by a State-certified building inspector. The purpose of these inspections is to protect the homeowner and ensure compliance with the latest adopted revision of the Unified Building Code, Property Maintenance Code, Electrical Code and their related appendices and local ordinances. As of September, 2018, the City has contracted this service through MNSPECT.

**DEPARTMENT SERVICES**

| | |
|---|---|
| Building Permits & Inspections | Plumbing Permits & Inspections |
| Mechanical Code Permits & Inspections | Electrical Code Permits& Inspections |

**FUTURE OBJECTIVES AND PRIORITIES**

- Upgrade City website and obtain software for more efficient permit process.
- Complete inspections and permit reviews on a timely basis.
- Continue to control costs of this function by utilizing a contracted service.

**IMPACT MEASURES / PERFORMANCE INDICATORS**

| Item | Actual 2017 | Actual 2018 | Actual 2019 | Projected 2020 | Projected 2021 |
|---|---|---|---|---|---|
| Plumbing Permits | 110 | 89 | 133 | 115 | 100 |
| Mechanical Commercial Permits | 7 | 17 | 23 | 15 | 13 |
| Mechanical Permits | 175 | 150 | 241 | 210 | 180 |
| Commercial Building Permits | 22 | 25 | 34 | 40 | 30 |
| Residential Building Permits | 365 | 318 | 372 | 400 | 320 |
| Project Valuation | $7,065,779 | $12,458,386 | $39,659,158 | $49,958,991 | $13,000,000 |

**EXPENDITURES BY FUNCTION**

| | 2018 Actual | 2019 Actual | 2020 Adopted Budget | 2021 Proposed Budget | $ Increase (Decrease) | % Increase (Decrease) |
|---|---|---|---|---|---|---|
| EXPENDITURES | | | | | | |
| Total Personnel Services | $92,848 | $0 | $0 | $0 | $0 | 0.00% |
| Total Supplies | 147 | 362 | - | - | - | 0.00% |
| Total Contractual Services | 73,242 | 402,243 | 393,950 | 221,501 | (172,450) | -43.77% |
| TOTAL EXPENDITURES | $166,237 | $402,605 | $393,950 | $221,501 | ($172,450) | -43.77% |

| FUND | DEPARTMENT | ACTIVITY |
|---|---|---|
| 001 | 31 | Street Maintenance |

**ACTIVITY MANAGER**
Ron Ritchie, Public Works Supervisor
Ron.Ritchie@northstpaul.org
651-747-2556

**DESCRIPTION OF ACTIVITY**
This activity provides for maintenance of City streets, including patching, crack filling, seal coating, and street sweeping. In addition, this budget includes the employee and equipment costs for ice and snow removal from the City. The department staff provides street maintenance functions including operating light and heavy equipment for street maintenance and snow and ice removal. Staff maintains 45 miles of City streets. Of that 45 miles, 42.94 miles is bituminous, or asphalt, roadway; the remaining 2.07 miles is concrete. The City also has 2.86 miles of paved alleyways.

**DEPARTMENT SERVICES**

| | |
|---|---|
| Snow and Ice Removal | Patching |
| Pavement Markings | Street Sign Maintenance |
| Crack Filling | Street Sign Inspections |
| Sidewalk / Trail Maintenance | Street Sweeping |
| Equipment Maintenance | Reconstruction Projects |

**OBJECTIVES AND PRIORITIES**

- Maintain and evaluate the condition of North St. Paul’s streets.
- Repair structural and surface failure of streets (patching, pothole repair, etc.).
- Remove and replace sections of damaged curb and valley gutters.
- Conduct crack sealing and micro surfacing to preserve street pavements.
- Regularly sweep public streets.
- Inspect sidewalks to identify needed repairs.
- Repair and maintain segments of City owned parks, trails, and right-a-way.
- Plow city streets and alleys within 24 hours of each snow event.
- Research technologies to increase removal of snow and ice while not increasing the maintenance costs of the roadway.
- Evaluate and recommend future street maintenance and repair techniques.
- Continue prudent replacement of equipment to ensure continuity of operations.
- Re-stripe city streets and trails as needed.
- Inspect and repair deteriorated catch basins in the road way.

## IMPACT MEASURES / PERFORMANCE INDICATORS

| Item | Actual 2017 | Actual 2018 | Actual 2019 | Projected 2020 | Projected 2021 |
|---|---|---|---|---|---|
| Number of Snow Events | 25 | 47 | 20 | 20 | 20 |
| Asphalt (dollars) | $38,577 | $48,902 | $31,229 | $35,000 | $35,000 |
| Miles of Roadway | 45 | 45 | 45 | 45 | 45 |
| Lane Miles | 89.6 | 89.6 | 89.6 | 89.6 | 89.6 |
| Alley | 2.9 | 2.9 | 2.9 | 2.9 | 2.9 |
| Sidewalk/Trail - in Miles | 23.59 | 23.59 | 24.21 | 24.21 | 24.21 |
| Street Signs Repaired/Replaced | 298 | 81 | 251 | 250 | 250 |
| Road Striping - in Feet | 162,523 | 126,493 | 150,396 | 130,000 | 130,000 |
| Road Salt - in Pounds | 568 | 358 | 942 | 800 | 800 |
| Street Sweeping Material Collected - in Tons | 225.01 | 315.71 | 416 | 400 | 400 |

| Regular Employment (FTE) | | | | | |
|---|---|---|---|---|---|
| Position Title | Actual 2017 | Actual 2018 | Actual 2019 | Budgeted 2020 | Proposed 2021 |
| Public Works Director | 0.25 | 0.25 | 0.25 | 0.20 | - |
| Public Works Supervisor | - | - | 0.35 | 0.35 | 0.35 |
| Public Works Maintenance Worker | 2.73 | 2.88 | 2.79 | 3.05 | 3.05 |
| Administrative Assistant | 0.40 | 0.40 | 0.40 | 0.40 | 0.40 |

| Seasonal Employment (Hours) | | | | | |
|---|---|---|---|---|---|
| Position Title | Actual 2017 | Actual 2018 | Actual 2019 | Budgeted 2020 | Proposed 2021 |
| Seasonal | 1,608 | 1,608 | 1,608 | 1,608 | 1,608 |

| EXPENDITURES BY FUNCTION | | | | | | |
|---|---|---|---|---|---|---|
| | 2018 Actual | 2019 Actual | 2020 Adopted Budget | 2021 Proposed Budget | $ Increase (Decrease) | % Increase (Decrease) |
| EXPENDITURES | | | | | | |
| Total Personnel Services | $362,861 | $381,754 | $446,753 | $485,605 | $38,852 | 8.70% |
| Total Supplies | 129,463 | 134,912 | 145,195 | 185,190 | 39,995 | 27.55% |
| Total Contractual Services | 356,208 | 366,108 | 387,745 | 312,509 | (75,236) | -19.40% |
| Total Capital | - | 10,831 | - | - | - | 0.00% |
| Total Transfers | 100,000 | 50,000 | 50,000 | 50,000 | - | 0.00% |
| TOTAL EXPENDITURES | $948,532 | $943,605 | $1,029,693 | $1,033,303 | $3,610 | 16.84% |

## BUDGET HIGHLIGHTS

- Supplies increase due to additional salt and sand for winter snow/ice events.
- Transfer of $50,000 to the Street Maintenance Fund for maintenance overlays.
- Adjustments in Personnel and Contractual Services from new treatment of City Mechanic charges.

| FUND | DEPARTMENT | ACTIVITY |
|---|---|---|
| 001 | 36 | URBAN FORESTRY |

**ACTIVITY MANAGER**
Ron Ritchie, Public Works Supervisor
Ron.Ritchie@northstpaul.org
651-747-2556

**DESCRIPTION OF ACTIVITY**
This activity manages North St. Paul's urban forest infrastructure. Our urban forest consists of 3,235 street trees, 1,091 park trees, and innumerable private property trees. Urban Forestry is involved in managing or regulating all of these trees to differing degrees including: creating and implementing the city's Emerald Ash Borer Plan, fostering community tree awareness and stewardship, developing tree policies and programs, monitoring and assessing the urban forest, pruning, and removal of public trees, and responding to tree emergencies.

**DEPARTMENT SERVICES**

| | |
|---|---|
| Tree Trimming and Removal | Tree Awareness and Stewardship |
| Disease Diagnosis | Community Outreach |
| Pest Management | Monitor Urban Forest |
| Planting Trees in Neighborhoods and Parks | Respond to Tree-Related Emergencies |
| Technical Advice | Referrals to Certified Arborists |

**OBJECTIVES AND PRIORITIES**

- Manage and control emerald ash borer that threatens ash trees in North St. Paul. This includes tree injections to protect boulevard and selected park ash trees as well as additional plantings to ensure replacement of trees that may be lost to emerald ash borer.
- Control Dutch elm and oak wilt diseases on public and private properties in accordance with state and city statutes and ordinances.
- Continue our Tree City USA designation.
- Educate property owners on proper tree maintenance.
- Coordinate annual Arbor Day tree giveaway.
- Keep trees trimmed to ensure safety including the removal of old branches, allowing better sight lines for police, and keep electrical lines free and clear.
- Replace Clam Truck (shared with Electric Department) used for tree removal that has been in service since 2002.

## IMPACT MEASURES / PERFORMANCE INDICATORS

| Item | Actual 2017 | Actual 2018 | Actual 2019 | Projected 2020 | Projected 2021 |
|---|---|---|---|---|---|
| Trees Planted | 150 | 120 | 75 | 80 | 90 |
| Acres of Urban Forest | 615 | 615 | 615 | 615 | 615 |
| Est Publicly Owned Trees | 4,200 | 4,320 | 4,250 | 4,200 | 4,225 |
| Diseased Trees Identified | 50 (est) | 50 (est) | 100 | 75 | 75 |
| Trees Pruned or Removed | 275 | 250 | 350 | 400 | 300 |

| Regular Employment (FTE) | | | | | |
|---|---|---|---|---|---|
| Position Title | Actual 2017 | Actual 2018 | Actual 2019 | Budgeted 2020 | Proposed 2021 |
| Public Works Supervisor | - | - | 0.05 | 0.05 | 0.05 |
| Public Works Maintenance Worker | 1.05 | 1.05 | 1.05 | 0.85 | 0.85 |

| Seasonal Employment (Hours) | | | | | |
|---|---|---|---|---|---|
| Position Title | Actual 2017 | Actual 2018 | Actual 2019 | Budgeted 2020 | Proposed 2021 |
| Seasonal | - | 268 | 536 | 536 | 536 |

| EXPENDITURES BY FUNCTION | | | | | | |
|---|---|---|---|---|---|---|
| | 2018 Actual | 2019 Actual | 2020 Adopted Budget | 2021 Proposed Budget | $ Increase (Decrease) | % Increase (Decrease) |
| EXPENDITURES | | | | | | |
| Total Personnel Services | $110,618 | $110,407 | $98,863 | $110,677 | $11,814 | 11.95% |
| Total Supplies | 10,673 | 6,347 | 10,250 | 14,571 | 4,321 | 42.16% |
| Total Contractual Services | 39,665 | 77,140 | 56,560 | 47,118 | (9,442) | -16.69% |
| Total Capital | 11,955 | 6,000 | 45,000 | 45,000 | - | 0.00% |
| TOTAL EXPENDITURES | $172,911 | $199,894 | $210,673 | $217,366 | $6,693 | 37.41% |

## BUDGET HIGHLIGHTS

- Annual investment of $45,000 for emerald ash borer treatment and City-Wide tree replacement.
- Continue allocating personnel to maintain regular tree trimming.
- Adjustments in Personnel and Contractual Services from new treatment of City Mechanic charges.

| FUND | DEPARTMENT | ACTIVITY |
|---|---|---|
| 001 | 40 | PARKS |

**ACTIVITY MANAGER**
Ron Ritchie, Public Works Supervisor
Ron.Ritchie@northstpaul.org
651-747-2556

**DESCRIPTION OF ACTIVITY**

This activity provides for the maintenance of parks, trails and other public grounds owned by the City, including planting of trees and shrubs, fertilizing and mowing of grass, maintenance of ball fields, general playgrounds and picnic facilities, flooding and maintenance of outdoor ice rinks and plowing of public parking lots, sidewalks and departmental grounds. The parks department also assists with public events and the maintenance of city owned facilities.

**DEPARTMENT SERVICES**

| | |
|---|---|
| Park Maintenance | Trash Removal |
| Special Event Preparations | Mowing |
| Irrigation | Fertilizing |
| Field Scheduling | Ball Field Maintenance |
| Playground Maintenance | Outdoor Rink Maintenance |
| Project Coordination | Beach Maintenance |

**OBJECTIVES AND PRIORITIES**

- Continue to manage and protect the 146 acres of North St. Paul park land.
- Provide maintenance to park shelter, playgrounds, and City Hall grounds.
- Increase community involvement with parks and build positive connections with community members.
- Trail maintenance (wood chips and bituminous).
- Coordinate with the City’s Forester to ensure a healthy diverse tree population.
- Maintain the City’s fields in playable condition for the various City sponsored sports activities.
- Leverage part-time staff to assist with seasonal operations and maintenance projects.
- Collect solid waste and recycling containers throughout the park system year-round.
- Support the DNR and advocate for the maintenance and expansion of the Gateway Trail.
- Ensure the overall aesthetics of the City are *extraordinary.*

## IMPACT MEASURES / PERFORMANCE INDICATORS

| Item | Actual 2017 | Actual 2018 | Actual 2019 | Projected 2020 | Projected 2021 |
|---|---|---|---|---|---|
| Acres of Parks | 146.45 | 146.45 | 146.45 | 146.45 | 146.45 |
| Number of Parks Maintained | 14 | 14 | 14 | 14 | 14 |
| Outdoor Ice Rinks Maintained | 3 | 3 | 3 | 3 | 3 |
| Turf Maintenance Mow - in Hours | 1,177 | 868 | 1,440 | 1,300 | 1,300 |
| Ball Fields Maintained | 12 | 12 | 12 | 12 | 12 |
| Number of Shelters Maintained | 8 | 8 | 8 | 8 | 8 |
| Concrete Curb Installed - in Feet | 2,803 | 1,000 | 191 | 1,500 | 1,000 |

| Regular Employment (FTE) | | | | | |
|---|---|---|---|---|---|
| Position Title | Actual 2017 | Actual 2018 | Actual 2019 | Budgeted 2020 | Proposed 2021 |
| Public Works Director | - | - | - | 0.20 | - |
| Public Works Supervisor | - | - | 0.15 | 0.15 | 0.15 |
| Public Works Maintenance Worker | 1.40 | 1.40 | 0.80 | 1.35 | 1.35 |

| Seasonal Employment (Hours) | | | | | |
|---|---|---|---|---|---|
| Position Title | Actual 2017 | Actual 2018 | Actual 2019 | Budgeted 2020 | Proposed 2021 |
| Seasonal | 2,680 | 2,680 | 2,680 | 2,680 | 2,680 |

| EXPENDITURES BY FUNCTION | | | | | | |
|---|---|---|---|---|---|---|
| | 2018 Actual | 2019 Actual | 2020 Adopted Budget | 2021 Proposed Budget | $ Increase (Decrease) | % Increase (Decrease) |
| EXPENDITURES | | | | | | |
| Total Personnel Services | $165,363 | $141,621 | $225,857 | $231,890 | $6,033 | 2.67% |
| Total Supplies | 55,656 | 55,131 | 59,650 | 80,850 | 21,200 | 35.54% |
| Total Contractual Services | 173,862 | 114,589 | 258,560 | 231,910 | (26,650) | -10.31% |
| Total Capital | 59,750 | 59,714 | 25,000 | 25,000 | - | 0.00% |
| Total Transfers | 16,500 | 16,500 | 16,500 | - | (16,500) | -100.00% |
| TOTAL EXPENDITURES | $471,131 | $387,555 | $585,567 | $569,650 | ($15,917) | -72.10% |

## BUDGET HIGHLIGHTS

- Funding for parks capital improvement projects remains at $25,000.
- Transfer of $16,500 to the Community Event Fund for Silver Lake Lifeguards.
- Small Capital budget set at $25,000 for various upgrades (playgrounds, concrete resurfacing, shelter improvements, fence replacement, etc.)

| FUND | DEPARTMENT | ACTIVITY |
|---|---|---|
| 001 | 41 | RECREATION |

**ACTIVITY MANAGER**

Ron Ritchie, Public Works Supervisor
Ron.Ritchie@northstpaul.org
651-747-2556

**DESCRIPTION OF ACTIVITY**

This activity provides recreational activities, programs and special events for the community. This department is responsible for staffing the Parks and Recreation Commission, park facility reservations, conducting playground safety audits, directing adult softball, scheduling softball and baseball fields, managing warming house attendants, and collaborating with outside organizations such as the school district and sports organizations.

**DEPARTMENT SERVICES**

| | |
|---|---|
| Playground Safety Audits | Field Scheduling |
| Parks and Recreation Commission Staffing | Warming House / Skating Rinks Staffing |
| Lifeguard Coordination | Adult Softball Programming |
| Recreation Programming | Umpire Scheduling |
| Sport Group Liaison | Park Equipment Reservations |

**OBJECTIVES AND PRIORITIES**

- Increase community involvement with parks and build positive connections with community members.
- Ensure recreation and services are inclusive and welcoming to all members of the community.
- Develop and maintain collaborative programs with neighboring communities and organizations.
- Evaluate programs to ensure that the appropriate level of program expenses are covered by user fees.
- Expand rental of park shelter and equipment at facilities locations throughout the City.
- Collaborate with Park Commission on targeted projects and recreation opportunites.
- Provide positive recreation opportunities seasonally throughout the year.
- Offer two softball seasons a year at the McKnight Field Complex.
- Provide events including the Egg Hunt, Star Watch, and Music in the Park.
- Continue partnership with History Cruze Car Show.
- Utilize technology to make softball programming more efficient.

## IMPACT MEASURES / PERFORMANCE INDICATORS

| Item | Actual 2017 | Actual 2018 | Actual 2019 | Projected 2020 | Projected 2021 |
|---|---|---|---|---|---|
| Annual Playground Inspections | 80 | 90 | 90 | 90 | 90 |
| Recreational Classes | 0 | 7 | 11 | 4 | 11 |
| City Softball Teams (Fall & Spring) | 68 | 60 | 58 | 34 | 65 |
| Field Banner Advertising | 21 | 20 | 19 | 19 | 20 |
| Field Reservations | 901 | 876 | 811 | 228 | 875 |
| Community Park Meetings | 4 | 4 | 4 | 2 | 4 |
| Annual Special Events | 11 | 11 | 11 | 4 | 12 |
| Parks and Recreation Commission Meetings | 11 | 11 | 11 | 11 | 11 |
| Casey Lake Park Reservations | 133 | 136 | 119 | 20 | 130 |
| Hause Park Reservations | 27 | 2 | 56 | 14 | 55 |
| Silver Lake Reservations | 15 | 23 | 12 | 7 | 15 |
| Northwood Park Reservations | 0 | 1 | 0 | 0 | 1 |
| Colby Hills Reservations | 1 | 0 | 0 | 0 | 1 |
| Rotary Park | 0 | 0 | 2 | 1 | 0 |
| Canoe Storage Reservations | 6 | 6 | 6 | 6 | 6 |

| Regular Employment (FTE) | | | | | |
|---|---|---|---|---|---|
| Position Title | Actual 2017 | Actual 2018 | Actual 2019 | Budgeted 2020 | Proposed 2021 |
| Community & Admin Srvcs Director | - | - | 0.2 | 0.2 | - |
| Parks Coordinator | - | - | 0.8 | 0.9 | - |

| EXPENDITURES BY FUNCTION | | | | | | |
|---|---|---|---|---|---|---|
| | 2018 Actual | 2019 Actual | 2020 Adopted Budget | 2021 Proposed Budget | $ Increase (Decrease) | % Increase (Decrease) |
| EXPENDITURES | | | | | | |
| Total Personnel Services | $51,865 | $115,128 | $127,922 | $0 | ($127,922) | -100.00% |
| Total Supplies | 3,055 | 2,280 | 8,200 | 9,400 | 1,200 | 14.63% |
| Total Contractual Services | 13,419 | 20,740 | 29,186 | 7,865 | (21,321) | -73.05% |
| TOTAL EXPENDITURES | $68,339 | $138,148 | $165,308 | $17,265 | ($148,043) | -158.42% |

## BUDGET HIGHLIGHTS

- Many recreation programs and rentals were cancelled due to COVID19 restrictions in 2020. Staff anticipates programs/rentals will return to pre-COVID19 or higher participation numbers in 2021 due to pent-up community demand.
- Funding for community events has been reallocated from the Park Fund to the Recreation Budget within the General Fund.
- Maintenance related Items that were budgeted for in the Recreation Budget have been moved to the Parks Budget (40).

| FUND | DEPARTMENT | ACTIVITY |
|---|---|---|
| 102 | 00 | ECONOMIC DEVELOPMENT AUTHORITY |

**ACTIVITY MANAGER**
Scott Duddeck, Executive Director
Scott.Duddeck@northstpaul.org
651-747-2436

**DESCRIPTION OF ACTIVITY**
This activity administers the North St. Paul Economic Development Authority (EDA). The EDA provides support for the economic development of the City and its goal is to build a strong and adaptive local economy. The EDA is a legally separate organization from the City with an independent taxing authority. The governing body consists of seven members, two of which are City Council members.

**DEPARTMENT SERVICES**

| | |
|---|---|
| Authority Meetings | Market Businesses and Opportunities within the City |
| Set the Economic Development Comprehensive Plan | Downtown Revitalization |
| Redevelopment Master Plan | Advertise Development Sites |
| Development Financing Programs | New Business Processing |

**OBJECTIVES AND PRIORITIES**

- Set a strategic vision for economic development as framed in the 2040 Comprehensive Plan.
- Brand and market our City to internal and external audiences.
- Retain and expand current businesses while attracting new business and customers.
- Strengthen existing businesses with local and regional resources, training, and support.
- Market potential business development sites along with financing & other resources.
- Partner with the North St. Paul Business & Professional Association on economic development throughout the city.
- Investigate potential solutions for a redevelopment of Commerce Park.
- Invest in the Downtown district for both commercial/retail and residential redevelopment.
- Continue the redevelopment of Anchor Block.

## IMPACT MEASURES / PERFORMANCE INDICATORS

| Regular Employment (FTE) | | | | | |
|---|---|---|---|---|---|
| Position Title | Actual 2017 | Actual 2018 | Actual 2019 | Budgeted 2020 | Proposed 2021 |
| City Manager | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 |
| Deputy Clerk | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 |

| Economic Development Authority | | | | | | | |
|---|---|---|---|---|---|---|---|
| | 2018 Actual | 2019 Actual | 2020 Budget | 2020 Amended Budget | 2021 Proposed Budget | $ Increase (Decrease) | % Increase (Decrease) |
| REVENUES | | | | | | | |
| Taxes | $148,999 | $156,231 | $166,769 | $166,769 | $184,687 | $17,918 | 10.74% |
| Other Revenues | 21 | 3,662 | - | - | - | - | 0.00% |
| Transfers | 4,863 | - | - | - | - | - | 0.00% |
| TOTAL REVENUES | $153,883 | $159,893 | $166,769 | $166,769 | $184,687 | $17,918 | 10.74% |
| EXPENDITURES | | | | | | | |
| Personnel Services | $61,281 | $35,915 | $28,765 | $28,765 | $30,767 | $2,002 | 6.96% |
| Contractual Services | 83,678 | 2,521 | 2,500 | 2,500 | 1,515 | (985) | -39.40% |
| Transfers | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | - | 0.00% |
| TOTAL EXPENDITURES | $154,959 | $48,436 | $41,265 | $41,265 | $42,282 | $1,017 | 2.46% |
| NET CHANGE IN FUND BALANCE | ($1,076) | $111,457 | $125,504 | $125,504 | $142,405 | $16,901 | 13.47% |
| Beginning Cash | | | $197,965 | $197,965 | $323,469 | $125,504 | |
| Change in Fund Balance | | | 125,504 | 125,504 | 142,405 | 16,901 | |
| Cash Increase / (Decrease) | | | 125,504 | 125,504 | 142,405 | 16,901 | |
| Projected Year-End Cash | | | $323,469 | $323,469 | $465,874 | 142,405 | |

## BUDGET HIGHLIGHTS

- Build-up cash reserves for future economic development projects.
- Budgeted expenditures for personnel to support the mission of the EDA.

| FUND | DEPARTMENT | ACTIVITY |
|---|---|---|
| 101 | 00 | HOUSING AND REDEVELOPMENT AUTHORITY |

**ACTIVITY MANAGER**
Scott Duddeck, City Manager
Scott.Duddeck@northstpaul.org
651-747-2436

**DESCRIPTION OF ACTIVITY**
This activity provides the administrative direction for the North St. Paul Housing and Redevelopment Authority (HRA). The HRA monitors affordable, market-rate, and senior housing. Resources for the rehabilitation of blighted properties are administered by the HRA. The HRA is a legally separate organization with an independent taxing authority. The governing body consists of City Council members, with management of the City having operational responsibility.

**DEPARTMENT SERVICES**

| | |
|---|---|
| Provide Housing Options | Blighted Property Abatements |
| Energy Smart | Student Built Housing Program |
| Maximize City Housing Resources | Senior Housing Guide |

**OBJECTIVES AND PRIORITIES**

- Foster, promote, and effectively communicate the advantages of living in North St. Paul.
- Create and maintain high quality, sustainable single and multi-family housing options.
- Retain and attract desirable housing that leads to investment and commitment to the community.
- Foster innovation and flexibility in housing maintenance, improvement and development.
- Create a sense of community by embracing the diversity of its residents and being responsive to residents' ever-changing housing needs.
- Increase energy efficiency of our community through the Energy Smart Program and the Electric Utility Residential Home Rebate Program.
- Assist citizens with trouble making mortgage payments by offering support through the Minnesota Homeownership Center.
- Support the development of Anchor Block apartments and the Gateway at McKnight townhomes.
- Evaluate blighted properties for redevelopment.

## IMPACT MEASURES / PERFORMANCE INDICATORS

| Regular Employment (FTE) | | | | | |
|---|---|---|---|---|---|
| Position Title | Actual 2017 | Actual 2018 | Actual 2019 | Budgeted 2020 | Proposed 2021 |
| City Manager | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 |
| Part Time Construction Assistant | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 |

| Housing and Redevelopment Authority | | | | | | | |
|---|---|---|---|---|---|---|---|
| | 2018 Actual | 2019 Actual | 2020 Budget | 2020 Amended Budget | 2021 Proposed Budget | $ Increase (Decrease) | % Increase (Decrease) |
| REVENUES | | | | | | | |
| Taxes | $149,556 | $155,866 | $170,172 | $170,172 | $188,456 | $18,284 | 10.74% |
| Gain on Student Built Homes | 86,741 | 47,396 | 193,000 | 70,000 | 62,999 | (7,001) | -10.00% |
| TOTAL REVENUES | $236,297 | $203,262 | $363,172 | $240,172 | $251,455 | $11,283 | 4.70% |
| EXPENDITURES | | | | | | | |
| Personnel Services | $30,523 | $46,165 | $48,826 | $48,826 | $55,297 | $6,471 | 13.25% |
| Contractual Services | 158,089 | 91,387 | 105,000 | 105,000 | 18,500 | (86,500) | -82.38% |
| Capital | 5,977 | 14,798 | 175,000 | 20,000 | 20,000 | - | 0.00% |
| Transfers | 76,600 | 20,000 | 20,000 | 20,000 | 20,000 | - | 0.00% |
| TOTAL EXPENDITURES | $271,189 | $172,350 | $348,826 | $193,826 | $113,797 | ($80,029) | -41.29% |
| NET CHANGE IN FUND BALANCE | ($34,892) | $30,912 | $14,346 | $46,346 | $137,658 | $91,312 | 197.02% |
| Beginning Cash | | | $473,022 | $473,022 | $203,604 | ($269,418) | |
| Change in Fund Balance | | | 14,346 | 46,346 | $137,658 | 91,312 | |
| Student Built Program Capital Outla | | | (286,798) | (286,798) | (471,248) | (184,450) | |
| Sale of Student Built Homes | | | 300,000 | 300,000 | 275,000 | (25,000) | |
| Gain/Loss on Student Built Homes - | | | (18,000) | (70,000) | (62,999) | 7,001 | |
| Property Acquisition | | | (258,966) | (258,966) | - | 258,966 | |
| Cash Increase / (Decrease) | | | (249,418) | (269,418) | (121,589) | 147,829 | |
| Projected Year-End Cash | | | $223,604 | $203,604 | $82,015 | ($121,589) | |

## BUDGET HIGHLIGHTS

- Continue the Student Built Housing Program including developing at least one property per year.
- Discontinuation of funding for the Home Loan Program.

Agenda Information Memorandum
North St. Paul City Council
December 1, 2020

FROM THE OFFICE OF THE CITY MANAGER

**Agenda placement**: City Business

**Subject:** Cable Franchise Agreement

**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 accesses 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**

The City Council decided to withdraw from the Commission, and filed written notice to the commission secretary on October 6, 2020 giving notice of withdrawal effective December 31, 2020; though our membership shall continue until the effective date of withdrawal.

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 approving the franchise agreement with Comcast of Minnesota, Inc. and ordinance number 793.

Respectfully submitted,

Scott Duddeck
City Manager

**VIA U.S. MAIL and EMAIL**

NORTH ST.PAUL
*extraordinary.*

**October 6, 2020**

Chairperson Lori Pulkrabek and
Secretary Randy LaFoy
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 Randy LaFoy:

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 2021. 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

# CITY OF NORTH ST PAUL, MINNESOTA

## ORDINANCE GRANTING A CABLE TELEVISION FRANCHISE

## TO

## COMCAST OF MINNESOTA, INC.

## TABLE OF CONTENTS

**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 ($3^{rd}$) and sixth ($6^{th}$) 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 facilitates 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: (l) 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 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 PRISMA 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<br>2400 Margaret Street<br>North Saint Paul, MN 55109<br>Attention: City Manager |
| To the Grantee: | Comcast Regional Vice President of Operations<br>10 River Park Place<br>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 | 2300 NORTH ST. PAUL DRIVE |
| 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 EBUs) | xxx |
| Basic 2 (residential, includes EBUs) | xxx |
| **Other Video Services** | |
| Digital Economy (Residential) | xxx |
| Digital Preferred | xxx |
| Multilatino | 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/Losss | xxx |

*EBUs - Equivalent Business Units

CONFIDENTIAL

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 December 1, 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 Manager/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 1st day of December, 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

**CITY OF NORTH ST. PAUL**

**RESOLUTION NO. 2020-xxx**

# RESOLUTION APPROVING THE FRANCHISE AGREEMENT WITH COMCAST OF MINNESOTA INC AND ORDINACE 793

**WHEREAS,** 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. 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.

**WHEREAS,** 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.

**WHEREAS,** 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.

**WHEREAS,** The City Council decided to withdraw from the Commission, and filed written notice to the commission secretary on October 6, 2020 giving notice of withdrawal effective December 31, 2020; though our membership shall continue until the effective date of withdrawal.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA,** It is recommended the City Council adopt a resolution approving the franchise agreement with Comcast of Minnesota, Inc. and ordinance number 793.

**ADOPTED** this 1st day of December, 2020.

Motion by Council Member
Second by Council Member

Voting: Ayes:
Nays:
Absent:
Abstain:

__________________________________

Terrence J. Furlong, Mayor

ATTEST:

__________________________________

Scott A. Duddeck, City Manager

Agenda Information Memorandum
North St. Paul City Council
December 1, 2020

FROM THE OFFICE OF THE CITY ENGINEER

Agenda placement: CITY BUSINESS

**Subject:** RAMSEY WASHINGTON METRO WATERSHED DISTRICT MEMORANDUM OF UNDERSTANDING – MARGARET PONDS MAINTENANCE

**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.
- For their 2021 maintenance projects, which occur on several sites throughout the District in other communities such as Maplewood, Oakdale, and Woodbury, the Margaret Ponds site has been selected by RWMWD to be included in a work program that will remove sediment on the west of Margaret Street and south of Cowern Elementary which has been deposited over several years. Most of the sediment is assumed to be from the upstream storm sewer and erosion from the tributary creek which flows under Margaret Street from the Southwood Nature Preserve, which is not uncommon. Regular lake and pond maintenance should include sediment maintenance, although it may be decades between maintenance activities. RWMWD plans to remove about 125 cubic yards of sediment from the pond immediately west of Margaret Street, and replace some storm sewer infrastructure which has been found to be prone to clogging and undersized for capacity, which will reduce the likelihood for seasonal flooding upstream which has been a documented occurrence. Removal of the sediment will lower the pond bottom, and also include the restoration of the shoreline with native vegetation, both of which will help wildlife and water quality for the stream.
- An illustration of the work and work area is attached to this memo.
- Work is expected to occur in January or February 2021, with some restoration in May or June of 2021. Access to work area will be by Margaret Street, and all areas that are disturbed will be restored by RWMWD and their forces.
- The project is funded by North St. Paul Surface Water Utility funds and by RWMWD and their maintenance fund. RWMWD's participation on items such as contractor mobilization costs and construction administration and permitting costs provide savings for the city and the inclusion of this work in a larger, multi-community joint contract administered by RWMWD provides cost savings through economies of scale. North St. Paul's participation in the MOU is estimated at $53,000 based on estimates provided by RWMWD and the City Engineer, and final costs will be determined using final construction costs. RWMWD will up-front all project costs and reimbursement is expected to be provided by North St. Paul to RWMWD late in 2021.

- The Memorandum of Understanding (MOU) attached outlines the roles and responsibilities for RWMWD and the City of North St. Paul associated with this work.
- Staff recommends execution of the attached MOU.

**Recommendation:** To authorize execution of a Memorandum of Understanding between the City of North St. Paul and the Ramsey Washington Metro Watershed District for the Sediment Removal at Margaret Ponds.

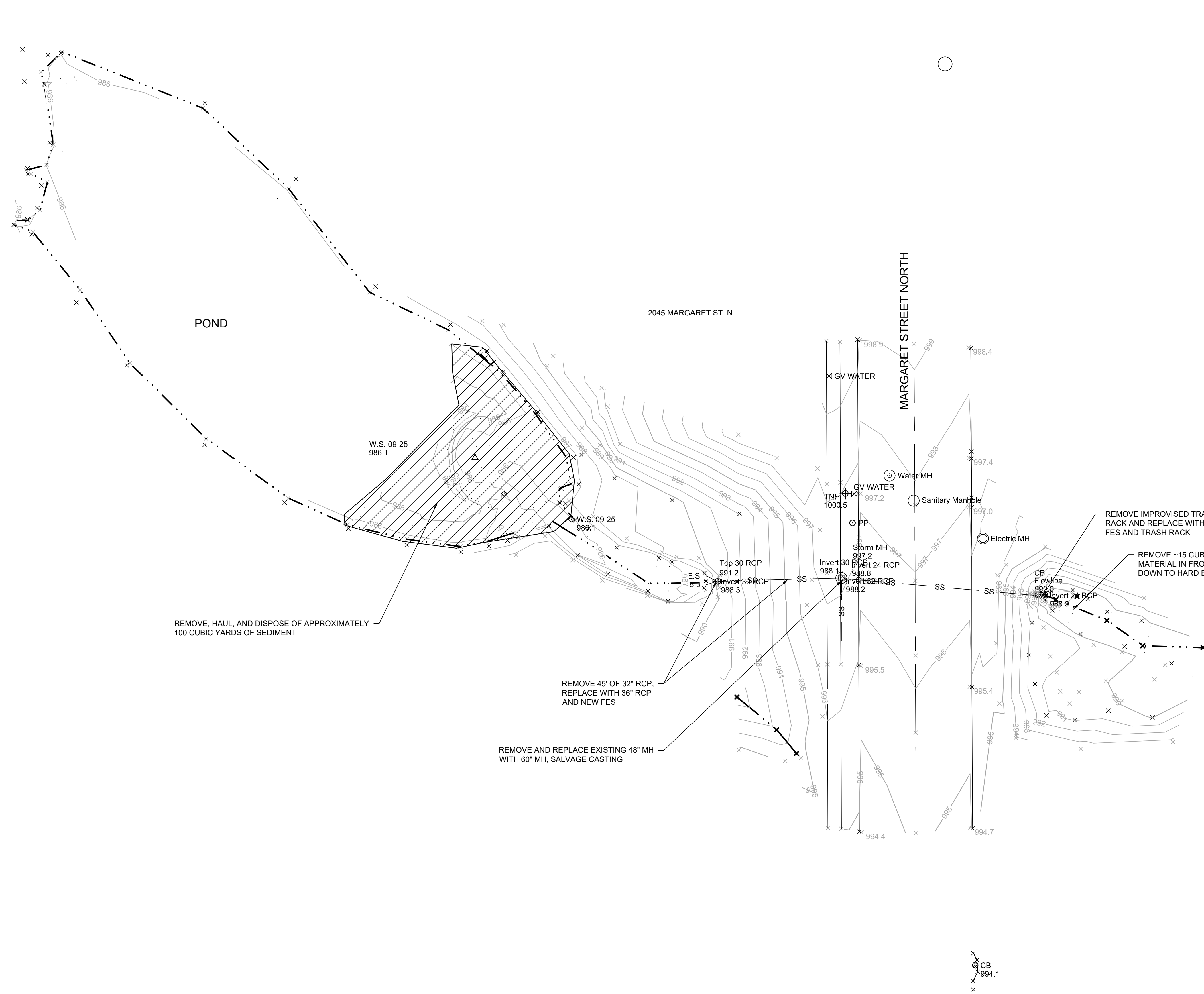
**Attachments:**
Plan Sheets
Memorandum of Understanding

Respectfully submitted,

Morgan Dawley, PE
City Engineer

APPROVED FOR AGENDA ENCLOSURE:

Scott Duddeck
City Manager




N

0 20 40
SCALE IN FEET

## SURVEY LEGEND

GPS CONTROL POINT
VERTICAL BENCHMARK
CONTROL HUB \ LATH

POWER POLE
GUY WIRE
LIGHT POLE
HYDRANT
GATE VALVE
SIGN POST
DECIDUOUS TREE
CONIFEROUS TREE

SANITARY MANHOLE
CATCH BASIN
STORM SEWER MANHOLE
ELECTRICAL MANHOLE
WATER MANHOLE
COMMUNICATIONS BOX

PROPERTY LINE
FENCE LINE
BACK OF CURB LINE
FLOW LINE
CENTER LINE

GAS LINE (GAS)
UNDERGROUND ELECTRIC (UE)
FIBER OPTIC LINE (FO)
SANITARY SEWER LINE (SAN)
STORM SEWER LINE (SS)

BATHYMETRY POINTS
DELTA POINTS

MAJOR CONTOUR (900)
MINOR CONTOUR (901)
WATER'S EDGE
SWALES
THALWEG
GRID LINES (25')

### BASIS OF DRAWING FILE:

DATE OF SURVEY: 09-27-2020
ORIGIN/DATE OF BASE: WASHINGTON/2020
COORDINATE SYSTEM: WASHINGTON COUNTY
HORIZONTAL DATUM: NAD83(2011) REF. VRS SYSTEM
VERTICAL DATUM: NAVD88 MSL. REF. VRS SYSTEM
ADDITIONAL FILE INFORMATION:

| NO. | BY | CHK. | APP. | DATE | REVISION DESCRIPTION |
|---|---|---|---|---|---|

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINTED NAME ______
SIGNATURE ______
DATE ______ LICENSE # ______

| RELEASED TO/FOR | A | B | C | 0 | 1 | 2 | 3 |
|---|---|---|---|---|---|---|---|
| DATE RELEASED | | | | | | | |

BARR
Corporate Headquarters: Minneapolis, Minnesota
Ph: 1-800-632-2277

Project Office:
BARR ENGINEERING CO.
4300 MARKETPOINTE DRIVE
Suite 200
MINNEAPOLIS, MN 55435
Ph: 1-800-632-2277
Fax: (952) 832-2601
www.barr.com

| | |
|---|---|
| Scale | AS SHOWN |
| Date | |
| Drawn | JHS |
| Checked | |
| Designed | |
| Approved | |

R.W.M.W.D.
LITTLE CANADA, MINNESOTA

NORTH ST. PAUL STORM POND
NORTH ST. PAUL, MINNESOTA

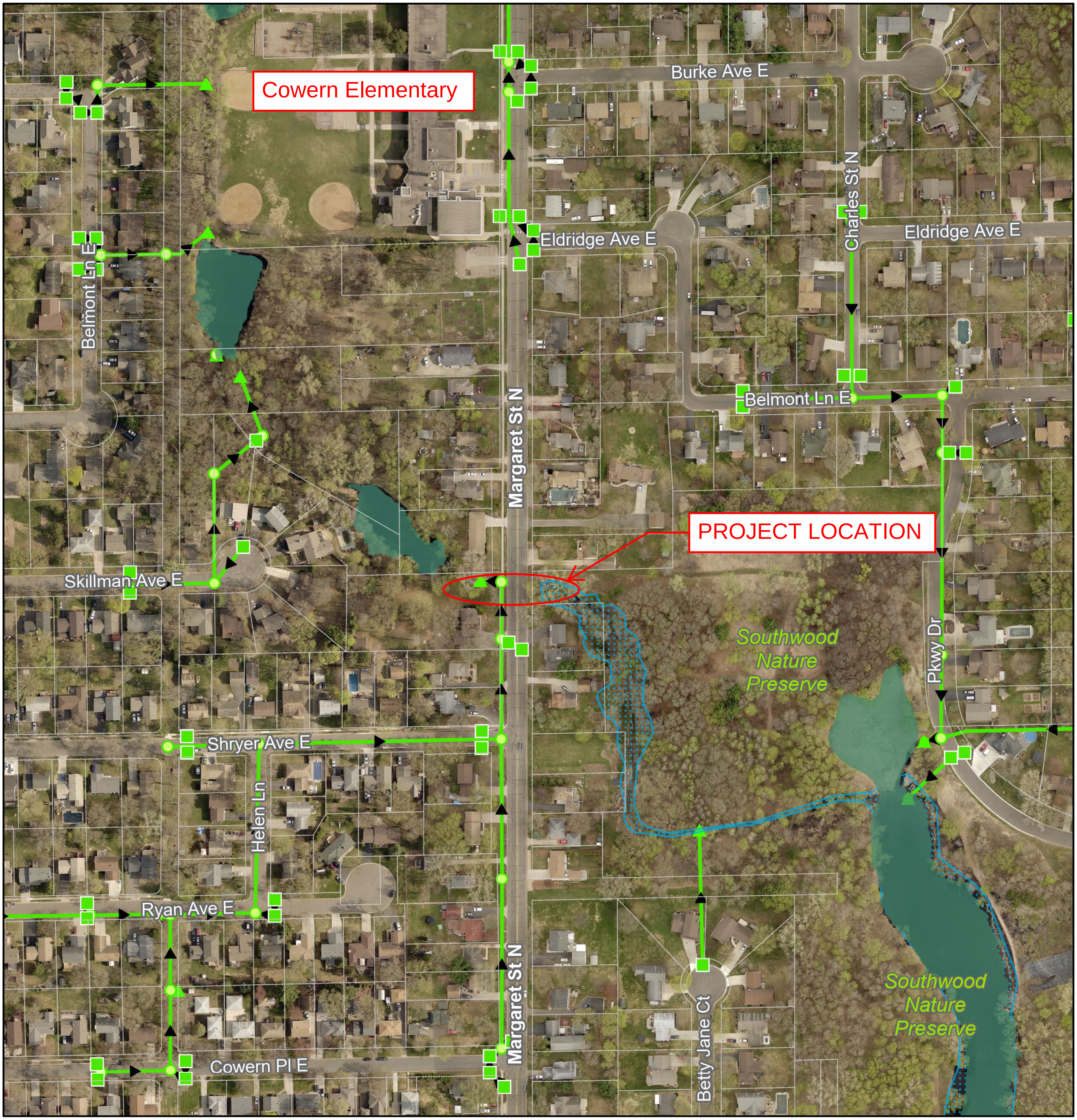
MARGARET STREET NORTH
POND IMPROVEMENTS

BARR PROJECT No. 23/62-0282.26
CLIENT PROJECT No.
DWG. No.
REV. No.



CADD USER: Gareth W. Becker FILE: M:\DESIGN\SURVEY\23628226\NORTH ST PAUL\23628226_BASE_SUR_SURVEY_MARGARET_POND_DRAFT2020.DWG PLOT SCALE: 1:2 PLOT DATE: 10/13/2020 6:59 PM
JHS M:\Design\Survey\23628226\North St Paul\23628226_BASE_SUR_SURVEY_MARGARET_POND_2020.dwg Plot at 20 10/01/2020 09:57:59

# RWMWD Margaret Pond Maintenance Location Map




1 in = 376 ft

- 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

N

NORTH ST.PAUL
*extraordinary.*

November 25, 2020

Map Powered By DataLink

wsb

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NORTH ST. PAUL AND THE RAMSEY-WASHINGTON METRO WATERSHED DISTRICT FOR THE REMOVAL OF SEDIMENT AND STORM SEWER PIPE UPGRADES IN AND AROUND MARGARET POND.**

**WHEREAS,** the Ramsey-Washington Metro Watershed District (herein called the RWMWD) has an interest in partnership with the City of North St. Paul (herein called the CITY) to remove approximately 115 cubic yards of sediment and upsize city stormwater pipe at Margaret Pond.

**WHEREAS,** the RWMWD issues an annual construction contract for the maintenance of District facilities and waterways; and

**WHEREAS,** the RWMWD has offered to remove sediment and upsize current stormwater pipe within the CITY as part of RWMWD's 2021 maintenance contract, if the CITY agrees to pay the construction costs related to its specific maintenance project; and

**WHEREAS,** the CITY has requested that the RWMWD include the sediment removal and stormwater pipe upsize in the Margaret stormwater pond in the RWMWD's 2021 maintenance contract; and

**WHEREAS,** the 2021 maintenance project plans and specifications have been prepared, bid, contract awarded, and construction expected to begin the winter of 2021 with completion around June 30, 2021;

**NOW AND THEREFORE,** the CITY and RWMWD agree to the following:

1. This Memorandum of Understanding (herein called the "MOU") is designed to address the obligations of both parties to this agreement.

2. The project contractor shall name the CITY as additional insureds on the contractor insurance for the duration of the project contract.

3. The RWMWD will provide all on-site construction management.

4. The RWMWD will receive and pay all contract pay requests.

5. The CITY will assume all long-term operations and maintenance of the stormwater pond and pipe upgrades upon completion of the contract period.

6. The CITY's expected share is currently anticipated at $53,000 and any increase in contribution shall be consistent with a process listed in items 7 and 9.

7. Upon completion and payment of the bid items associated with this project, the RWMWD shall provide an itemized invoice to the CITY noting all bid item final costs specific to the removal of approximately 115 cubic yards of sediment and upsize city stormwater pipe at Margaret Pond. Invoices shall be processed and paid within 30 days of receipt.

8. A Change Order will be required for either of the following scenarios:

   a. Additional work outside of the original contract requires the addition of new Bid Item(s) to the contract.
   b. If the projected project contract total is to exceed the approved awarded contract amount.

   In the event there is a change order for the project, the CITY shall work with RWMWD to resolve all issues related to said Change Order in regards to reimbursement of additional unplanned work and/or costs. Said agreed upon Change Order(s) shall be billed and paid for as outlined herein. All Change Orders must be submitted to and approved by the City Engineer in order to qualify for reimbursement above the original identified cost contribution. The City Engineer will notify RWMWD by email of the acceptance of all Change Orders. If work is performed by the contractor for Change Order items prior to obtaining CITY approval then the RWMWD shall be responsible for all associated costs for said Change Order.

9. The CITY and the RWMWD shall indemnify, defend, and hold each other harmless against any and all liability, losses, costs, damages, expenses, claims, or actions, including attorney's fees, which the indemnified party, its officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officials, agents or employees, in the execution, performance, or failure to adequately perform the indemnifying party's obligation pursuant to this MOU. Nothing in this MOU shall constitute a waiver by the CITY or the RWMWD of any statutory or common law immunities, limits, or exceptions on liability

10. <u>Notices</u>. Whenever it shall be required or permitted by this MOU that notice or demand be given or served by either party to or on the other party, such notice or demand be given or served by either party to or on the other party, such notice or demand shall be delivered personally or mailed by United States mail to the addresses hereinafter set forth by certified mail Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above. The addresses of the parties hereto for such mail purposes are as follows, until written notice of a change of such address has been given:

| | |
|---|---|
| As to the City of North St. Paul: | City of North St. Paul<br>2400 Margaret Street<br>North St. Paul, MN 55109 |
| As to the RWMWD | Ramsey-Washington Metro<br>Watershed District<br>2665 Noel Drive<br>Little Canada, MN 55117 |

I concur with this Memorandum of Understanding.

CITY OF NORTH ST. PAUL

By: ______________________________________

Its: ____________________________________

Date: _____________________________________

RAMSEY-WASHINGTON METRO WATERSHED DISTRICT

By: ______________________________________

Its: ____________________________________

Date: _____________________________________

Agenda Information Memorandum
North St. Paul City Council
December 1, 2020

FROM THE DEPARTMENT OF PUBLIC WORKS

Agenda placement: City Business

**Subject:** Rehab of Well #3

**To:** Honorable Mayor and City Council

Request approval to complete scheduled maintenance of Well # 3 to ensure the reliable uninterrupted service of this public water source.
Approximately every 10 years or as needed based on service records and well performance, we rehab our wells to ensure performance. This well last received this type of service in March of 2010.

We have received two bids to perform the necessary service work one from Keys Well Drilling Company ($29,330.00) and the other from E.H. Renner & Sons ($43,451.00).

The low bid was from Keys Well Drilling Company which will in include such items as:

- Remove and Inspection of pump
- Remove and rebuild motor
- Wire brush 16” casing x 375’and bail out scale
- Replace bushing and bearings as needed
- Blasting, Painting and Assemble
- All part and labor

**Recommendation:** It is recommended the City Council approve the bid from Keys Well Drilling Company in the amount of $29,330.00

**Attachments for Council Packet:**
Please see attached bids

Respectfully submitted,

Ron Ritchie
Public Works Supervisor

APPROVED FOR AGENDA ENCLOSURE:

/s/ SD by mm

Scott Duddeck
City Manager

NORTH ST.PAUL extraordinary.

# City of North St. Paul
## Purchase Request Form
**For Purchases Greater Than $20,000**

| Fund/Department | Requestor | Anticipated Purchase Date |
|---|---|---|
| Water | Ron Ritchie | Dec 2020 |

**Proposed Contractor**

**Company Name:** Keys Well Drilling

**Address:** 1156 Homer St
ST. Paul, MN 55116

**Telephone:** 651-646-7871

**Website:**

**Contact Name:** Doug Keys

**If not a One-Time Purchase:**

**Contract Period**

__________to____________

**Expected Annual Cost:**

$____________

**Total Contract Price**

$27,480.00

**Description of Requested Purchase:**
Rehab Well #3 This is done roughly on a 10 year schedule

**Outcome if Purchase Not Approved:**

**Is the Purchase Budgeted:**
- [x] YES
- [ ] NO

**Account Code:**
048-4-62-4600-000

**List Quotes or Sealed Bids Received Below and Attach to this Document**
**(At Least Two Written Quotes $20,000 - $174,999; Sealed Bids Greater Than $175,000)**

| Vendor | Quote/Bid Amount |
|---|---|
| 1. Keys Well Drilling | 1. 27,480.00 |
| 2. E.H. Renner & Sons | 2. 41,651.00 |
| 3. | 3. |

**If Lowest Price Not Chosen, Please Give an Explanation:**

| | |
|---|---|
| **Department Head Signature** Ron Ritchie | **Date** Nov 20th 2020 |
| **Finance Director Signature** | **Date** |
| **City Manager Signature** | **Date** |
| **Mayor/Council Signature** | **Date** |

# Keys Well Drilling Company

# Quotation

1156 Homer Street, St. Paul, MN 55116-3232
651-646-7871 Fax 651-641-0216

To: City of North St. Paul
2400 Margaret St
North St. Paul, MN 55109

Date of Quotation: Nov. 19, 2020
Attention: Ron Ritchie
Project: Deep Well Pump Maint.
Location: Well House #3

We are pleased to quote you as follows:

---

Remove pump, inspect, repair and reinstall/test well pump #3(setting 8" x 230'). After we have removed and disassembled your pump, we would invite you to our shop for an inspection.

| | Unit | Est Qty | Price | Extention |
|---|---|---|---|---|
| **Labor:** | | | | |
| Remove & Inspection of Pump | LS | 1 | $ 3,200.00 | $ 3,200.00 |
| Shop Time(blasting, painting, assembling, etc) | HR | 24 | $ 110.00 | $ 2,640.00 |
| Reinstall & Test | LS | 1 | $ 3,200.00 | $ 3,200.00 |
| **Material (If Required):** | | | | |
| 8" x 10' T&C Column Pipe | EA | 10 | $ 485.00 | $ 4,850.00 |
| 8" x 5' T&C Column Pipe | EA | 1 | $ 400.00 | $ 400.00 |
| Rubber Lineshaft Bearing | EA | 23 | $ 35.00 | $ 805.00 |
| Stainless Steel Headshaft | EA | 1 | $ 475.00 | $ 475.00 |
| Discharge Head Bearing (Brz) | EA | 1 | $ 250.00 | $ 250.00 |
| SS Bowl Shaft | EA | 1 | $ 400.00 | $ 400.00 |
| Rebuild Bowl Assembly (brz bearings, wear rings) | EA | 1 | $ 4,200.00 | $ 4,200.00 |
| 1" PVC Pipe | EA | 230 | $ 2.00 | $ 460.00 |
| Motor Repair (motor shop estimate) | LS | 1 | $ 1,800.00 | $ 1,800.00 |
| **Total Estimated Cost** | | | | **$ 22,680.00** |
| Wire brush 16" casing x 375'/bail out scale | LS | 1 | $ 4,800.00 | |
| Video tape well (last videoed 2010) | LS | 1 | $ 1,850.00 | |

This only an estimate. Actual cost will be determined on actual units used.

Thank you, for giving us the opportunity of quoting you. If you have any questions, please don't hesitate to call.

---

Terms: N-30
Quotation valid for 60 days
Quoted By Douglas L. Keys
Douglas L. Keys

Accepted ____________________

Date ____________________

# E.H. Renner & Sons

Incorporated

**WELL DRILLING FOR FIVE GENERATIONS**

15688 Jarvis Street NW * Elk River, Minnesota 55330

Phone (763) 427-6100 * Fax (763) 427-0533 * Toll Free (800) - 409-WELL


November 18, 2020

North St. Paul
Ron Ritchie
2303 North St. Paul Drive
North St. Paul MN 55109

Subject: Rehab 2020 (cant start work until Feb 2021 will finish by May 1st

Re:

| *Description* | *Qty* | *Actual* | *Billed* | *Units* | | *Price* | | *Extension* |
|---|---|---|---|---|---|---|---|---|
| Remove Pump and Measure Depth of Well | 1 | | | L.S. | $ | 4,000.00 | $ | 4,000.00 |
| Shop Time | 10 | | | Hrs. | | 100 | $ | 1,000.00 |
| Reinstall Pump | 1 | | | L.S. | | 4000 | $ | 4,000.00 |
| __150_ Hp US Motor Repairs Disassemble, clean all parts, check mechanical fits, test windings, varnish windings, balance rotor, install one thrust bearing, install one guide bearing, assemble, test and paint | 1 | | | L.S. | | 2800 | $ | 2,800.00 |
| Sandblast and Paint Discharge Head | 1 | | | L.S. | | 500 | $ | 500.00 |
| New Headshaft 1-1/16 x 62" .416SS | 1 | | | Ea. | | 500 | $ | 500.00 |
| Packing and Packing box bushing | 1 | | | Ea. | | 300 | $ | 300.00 |
| Top Column _8_" x 59.25 TBE Sch 40 | 1 | | | Ea. | | 575 | $ | 575.00 |
| Intermediate Column _8_" x 119.25" T&C Sch 40 | 14 | | | Ea. | | 700 | $ | 9,800.00 |
| Bottom Column 8__" x 59.25 T&C Sch 40 | 1 | | | Ea. | | 575 | $ | 575.00 |
| Suction Pipe _8_" x 120" TOE | 1 | | | Ea. | | 600 | $ | 600.00 |
| Intermediate Lineshaft T&C .416 SS 1-15/16" x 10' T&C | 14 | | | Ea. | | 525 | $ | 7,350.00 |
| Bottom Lineshaft T&C .416 SS 1-15/16" x 5' T&C | 1 | | | Ea. | | 425 | $ | 425.00 |
| Bronze or Stainless Retainers | 15 | | | Ea. | | 250 | $ | 3,750.00 |
| Rubber Bearings | 15 | | | Ea. | | 25 | $ | 375.00 |
| Bowl Shaft - __ x __" TOE | 1 | | | Ea. | | 500 | $ | 500.00 |
| Bowl Bearings | 1 | | | Set | | 526 | $ | 526.00 |
| Bowl Wear Rings | 5 | | | Ea. | | 335 | $ | 1,675.00 |
| Misc. | 1 | | | L.S. | | 300 | $ | 300.00 |
| **Total Known Pump Repair** | | | | | | | **$** | **39,551.00** |
| **Alternate - Well Repairs** | | | | | | | | |
| Wire Brush Casing | 1 | | | L.S. | | | $ | 2,100.00 |
| Televise Well | 1 | | | Ea. | | | $ | 1,800.00 |
| **Total** | | | | | | | **$** | **3,900.00** |

Invoices will be based on actual amount required and approved.

If you need additional information or have questions, I can be contacted at my office 763-427-6101 or my cell is 763-286-5283. Please let me know when you would like to schedule.

*Katie Renner Welle*

**CITY OF NORTH ST. PAUL**

**RESOLUTION NO. 2020-xxx**

**RESOLUTION REQUESTING APPROVAL TO COMPLETE MAINTENANCE OF WELL #3 TO ENSURE THE RELIABLE UNINTERRUPTED SERVICE OF THIS PUBLIC WATER SOURCE**

**WHEREAS**, Approximately every 10 years or as needed based on service records and well performance, we rehab our wells to ensure performance. This well last received this type of service in March of 2010; and

**WHEREAS,** We have received two bids to perform the necessary service work one from Keys Well Drilling Company ($29,330.00) and the other from E.H. Renner & Sons ($43,451.00);

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of North St. Paul, the City Council approve the bid from Keys Well Drilling Company in the amount of $29,330.00

**ADOPTED** this 1st day of December, 2020.

Motion by Council Member xxx
Second by Council Member xxx

Voting:

| | |
|---|---|
| Ayes: | Council Member |
| | Council Member |
| | Council Member |
| | Council Member |
| | Mayor Furlong |
| Nays: | None |
| Absent: | None |
| Abstain: | None |

______________________________
Terrence J. Furlong, Mayor

Attest:

______________________________
Scott A. Duddeck, City Manager/Clerk

Agenda Information Memorandum
North St. Paul City Council
December 1, 2020

FROM THE OFFICE OF THE CITY MANAGER

**Agenda placement**: City Business

**Subject:** Waive North St. Paul On- Sale Liquor License Fees

**To:** Honorable Mayor and City Council

**Background/Facts**:

On March 16, 2020, Governor Walz issued executive order 20-04. This order prevents bars, restaurants, and other establishments from serving food and beverages on-site for the time being.

The burden on local businesses, especially those with on-sale liquor licenses is immense.

On June 10, 2020 bars, restaurants were allowed to reopen with significant restrictions. Then again on November 20, 2020 bars and restaurants were required to close again due to COVID.

These businesses are struggling due to the repeated order to close and operating restrictions when open during this pandemic.

The City, through Minn. Stat. §340A.408, subd. 5, has the authority to give pro rata refunds for any time that the business is unable to carry on the licensed business.

If passed by the City Council, refunds for on-sale liquor license fees would be for the period of July 1, 2020 thru June 30, 2021.

**Recommendation:** It is recommended the City Council authorize waiving / refunding liquor license fees for the period of July 1, 2020 thru June 30, 2021 for on-sale liquor.

**Attachments:**
Resolution

/s/ SD by mm

Scott Duddeck
City Manager

CITY OF NORTH ST.PAUL

**RESOLUTION NO. 2020-xxx**

**RESOLUTION AUTHORIZING WAIVING/REFUNDING ON -SALE LIQUOR LICENSE FEES FOR THE PERIOD OF JULY 1, 2020 THRU JUNE 30, 2021 DURING THE COVID-19 PANDEMIC**

**WHEREAS**, on March 16, 2020, in response to the COVID-19 pandemic, Governor Walz issued executive order No. 20-04, and subsequently extended that declaration by Executive Order No. 20-20 closing restaurants, bars, and other establishments from on-site consumption; and

**WHEREAS,** on June 10, 2020 bars, restaurants were allowed to reopen with significant restrictions. On November 20, 2020 Governor Walz issued and Emergency Executive Order No. 20-99, Implementing a Four Week Dial Back on Certain Activities to Slow the Spread of Covid-19, which again closed bars, restaurants and other establishments from on-site consumption and,

**WHEREAS**, the State of Minnesota and numerous communities have been impacted by the outbreak of COVID-19 pandemic forcing the slow down, and in some cases, shuttering of businesses creating significant unemployment; and

**WHEREAS**, the City has the has the authority to give pro rata refunds anytime that the business is unable to carry on the licensed business through Minn. Stat. §340A.408, subd. 5.

1. Waived fees and refunds would be for the period of July 1, 2020 thru June 30, 2021.

**NOW, THEREFORE, BE IT HEREBY RESOLVED THAT** the City of North St. Paul, Minnesota waive/refund liquor license fees for the period of July 1, 2020 thru June 30, 2021 for on-sale liquor.

**ADOPTED** by the City Council on this 1st day of December, 2020.

Motion by Council Member xxx
Second by Council Member xxx

| | | |
|---|---|---|
| Voting: | Aye: | Council Member Thorsen |
| | | Council Member Petersen |
| | | Council Member Walczack |
| | | Council Member Sonnek |
| | | Mayor Furlong |
| | Nay: | None |
| | Abstain: | None |
| | Absent: | None |

______________________________
Terrence J. Furlong, Mayor

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