



CITY COUNCIL AGENDA

September 24, 2018 – 6:00 p.m.

Work Session; followed by EDA / City Council Meetings

WORK SESSION

1. Call Meeting of City Council Work Session to Order
 2. Approve Agenda
 - 2.1 Review Carver County 2040 Comprehensive Plan
 3. Adjournment
-

ECONOMIC DEVELOPMENT AUTHORITY

1. Call Meeting of Economic Development Authority to Order
 - 1.1 Pledge of Allegiance
 2. Approve Agenda
 - 2.1 Approve minutes of the August 27 and September 10, 2018 meetings
 3. Adjournment
-

CITY COUNCIL

1. Call Meeting of City Council to Order
2. Approve Agenda
3. Introductions, Presentations, Proclamations, Awards, and Public Comment
(Individuals may address the City Council about any non-agenda item of concern. Speakers must state their name, address, and limit their remarks to three minutes. The City Council will not take official action on these items, but may refer the matter to staff for a future report or direct that the matter be scheduled for a future meeting agenda.)
4. Consent Agenda
(NOTE TO THE PUBLIC: All those items listed as part of the Consent Agenda will be approved by a single motion, unless a request to discuss one of those items is made prior to that time. Anyone present at the meeting may request an item to be removed from the consent agenda. Please inform the Council when they approve the agenda for this meeting.)
 - 4.1 Approve minutes of September 10, 2018 meeting
 - 4.2 Approve payment of claims
 - 4.3 Schedule Public Hearing regarding Delinquent Utilities and Special Assessments
 - 4.4 Approve St. John's Lutheran Church Street Closing Request
 - 4.5 Approve West Carver Lions Club Temporary Liquor License – Harvest Moon Wine Tasting event
 - 4.6 Approve Rental Facility Refund
 - 4.7 Approve Manufacturer's Week Proclamation
5. Public Hearings
 - 5.1 Ordinance No. 308, Mediacom Franchise Agreement
6. Old Business
7. New Business
 - 7.1 Adopt Ordinance No. 308, Mediacom Franchise Agreement
 - 7.2 Approve Abdo Eick & Meyers Service Contract
 - 7.3 Approve purchase of Ford F350 Truck
 - 7.4 Approve Downtown Street Light Banners and Brackets Purchase
 - 7.5 Approve Oak Grove 2018-2019 Snow Removal Service Prices
 - 7.6 Approve hiring Public Service Technician

8. Council Member & Mayor Reports

9. Adjournment

The following informational items have been included in the Council packet for informational purposes, council review and discussion. No action is required by the City Council. *August Carver County Sheriff's Office Report*

UPCOMING MEETINGS / EVENTS

October 2	Planning Commission – 6:00 p.m.
October 8	Personnel Committee – 5:00 p.m.
October 8	City Council – 6:00 p.m.
October 10	Economic Development Commission – 6:00 p.m.
October 16	Parks and Recreation Commission – 5:30 p.m.
October 18	Senior Advisory Committee – 9:00 a.m.
October 22	Work Session, EDA, City Council – 6:00 p.m.
October 17	Joint Meeting – City Council, EDC, Planning Commission, and Chamber of Commerce Board – 6:00 p.m.



TO: Honorable Mayor Lagergren and City Council Members
FROM: Steven Helget, City Administrator
DATE: September 24, 2018
SUBJECT: Work Session – Review Carver County 2040 Comprehensive Plan

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Per Minnesota Statute §473.858 Subd. 2 and the Metropolitan Council, Carver County is submitting their 2040 Comprehensive Plan update for the City's review. The County is requesting the City send any comments by November 2, 2018. Enclosed is the County's proposed Comprehensive Plan update.



TO: Mayor Lagergren and City Council Members
FROM: Kelly Hayes, City Clerk/Treasurer
DATE: September 24, 2018
SUBJECT: Rental Refund

Below is an email that we received on August 27 from someone that rented the Pavilion on October 20, 2018. The renter is requesting a refund as they have decided not to have the event

Attached is a copy of the Rental Agreement and Rental Policy. It states that cancelations less than 180 days will not be refunded. Cancelations made before 180 days receive a rental refund minus a \$50 cancelation fee. The City received this request to cancel less than 60 days prior to the event.

My daughter Sydney and her husband, Jevon Rondeau, have the pavilion reserved for October 20. I don't know if you remember, but they had originally reserved it for August 11. Jevon is in the Air Force Reserves and in January received notice that he would be in training leaving on June 1 and not returning until on or around August 10, so they put the wedding celebration off until October and had a small wedding ceremony with friends in February. He has now returned from training and received his orders through the end of September. I don't understand the logistics, but because it is close to the end of year, they will be giving him his orders on a monthly basis until the end of 2018. He is working full-time in the reserves, but (again, not understanding the logistics of it all I may be wording this wrong) he cannot request a leave until he gets his orders and on short notice it will most likely be denied. As he is stationed in Utah, they have sadly decided they need to cancel the ceremony instead of risking the costs involved with flights, invitations, and all of the other preparations.

Due to the unusual military issues that they have been trying to work through, we are requesting a refund for what has been paid for the pavilion rental. I would be happy to attend a council meeting in person to request it on their behalf if that is required.

I appreciate your consideration.

*Thanks,
Tracy Montgomery (on behalf of Sydney and Jevon)*

Options:

Motion to refund the rental fee minus the \$50 cancelation fee.

OR

Motion to deny the refund request.

OR

Motion to refund the entire amount of the rental fee.

Norwood Young America



RENTAL DATE: _____

RENTAL AGREEMENT

LESSEE INFORMATION

NAME _____ TODAY'S DATE _____
 ADDRESS _____ PHONE _____
 _____ EMAIL _____

RENTAL INFORMATION & FEES

_____ PAVILION	Fee = \$400	Damage Deposit = \$300	DATE OF EVENT _____
_____ ROY CLAY	Fee = \$125	Damage Deposit = \$200	PURPOSE _____
_____ LIONS SHELTER	Fee = \$125	Damage Deposit = \$200	APPROX # OF GUESTS _____
_____ LEGION PARK	Fee = \$125	Damage Deposit = \$200	

Is alcohol being sold? YES NO The sale of alcohol is restricted to the qualified licensed company or individual who has obtained an on-sale liquor license from the City. Contact The Pour House Pub at 952/467-2112.

Is alcohol being served? YES NO Proof of current liability insurance is required if alcohol is being provided at no cost to the guests of the event. The lessee must provide proof of "Special Event Rider / Host" Insurance prior to obtaining the keys.

Sound system rented? YES NO Available at the Pavilion only. Sound system rental fee is \$50.

Early Entry/Late Exit Fee YES NO \$250 each day for scheduled - booked and paid for at time of reservation.
 \$125 each day for non-scheduled - booked two weeks or less prior to the event.

The rental fee may be waived or discounted for Non-Profit or Civic Groups. See the Rental Policy and Fee Schedule for details.

Non-Profit Organization? YES NO Must be located within 15 miles of Norwood Young America and must provide proof of non-profit 501c3 status.

NYA Civic Group? YES NO Norwood Young America Civic Groups are able to rent the facility at no charge for events that are for the community (based on availability). When there is no rental charge, the civic group will be required to clean the facility as if it were cleaned by the City cleaning staff.

I have read and understand the information in the City of Norwood Young America Rental Policy regarding the use of the facilities, including cancellation procedures, liabilities and responsibilities assumed, times and curfews, and maximum room capacities. I further understand that fees paid are refundable only in accordance with City policies recited in the City of Norwood Young America Rental Policy.

 LESSEE SIGNATURE

 DATE

CITY STAFF TO COMPLETE

	AMOUNT	DATE PAID	EMP INITIALS	PAYMENT TYPE
FEE TOTAL	_____	_____	_____	_____
DAMAGE DEPOSIT	_____	_____	_____	_____
If alcohol is being served, attach the copy of the liability insurance.				KEY # _____
Amount of Damage Deposit Returned	_____	_____	Date Returned	_____
If the full damage deposit was not reimbursed, list the reason:				



City of Norwood Young America
310 Elm Street W – PO Box 59
Norwood Young America, MN 55368
(952) 467-1800
www.cityofnya.com

RENTAL POLICY

Thank you for selecting one of the rental facilities from the City of Norwood Young America. We are prepared to do whatever it takes to make your event a success. To clearly communicate policy, we ask that you read through this contract and abide by it. A step-by-step checklist is provided on the last page for easy reference. If at any time you have questions, please contact us immediately.

RENTAL FACILITIES

The City of Norwood Young America has four facilities available for rent.

1. Willkommen Park Pavilion – 21 Main Street East. Maximum capacity 250.
2. Roy Clay Building – 327 Elm St W. Maximum capacity 100.
3. Lion's Shelter – 417 Elm St W. Maximum capacity 64.
4. Legion Pool Park – 320 Reform St S. Maximum capacity 160.

The rental fee includes the use of the entire building space plus all available tables and chairs.

- City-owned tables, chairs, and carts are not allowed outside of the building.
- Smoking is prohibited inside the facility. At the Pavilion, there is no parking allowed within the park. Lessee may temporarily park, on the paved area, within the park for the minimal time needed to unload/load items for the event.
- All windows will remain unobstructed and all door exits will remain unlocked during the event.

The Lessee has two options if he/she wishes to rent the facility the day before or the day after the event.

1. Scheduled Early Entry/Late Exit Fee – Rate \$250 per day: the Lessee may reserve the facility either the day before and/or the day after the event; this can be done at the time of the reservation up to two weeks prior to the event and is based on availability.
2. Non-Scheduled Early Entry/Late Exit Fee – Rate \$125 per day: Two weeks (or less) prior to the rental date, if the facility is not rented the day before and/or the day after the rental date, the Lessee has the option to enter early or exit late by paying the non-scheduled early entry/late exit fee.

The City of Norwood Young America may, through a City Official, employee or a Carver County Sheriff's Deputy, come on the premises at any time for any reason and observe the activities taking place, and all activities shall be both lawful and reasonable.

HOURS

Keys for the facility can be obtained at City Hall one or two business days prior to the event. **Rental begins at 9:00am and ends at 1:30am.** The Lessee shall arrange to have all items removed from the building the night of the rental date. If it is found that the Lessee entered the facility prior to 9:00am or left the facility after 1:30am (without prior approval and without paying the early entry/exit late fee), the early entry/late exit fee will be deducted from the damage deposit.

All people and items must be exited from the rental facility by 1:30am. All facility doors must be locked. Keys can be dropped off at City Hall during regular business hours or they can be placed in the payment box which is located in the City Hall parking lot.

CANCELTION & REFUNDS

The Facility Rental Fee is refundable (minus \$50 cancelation fee) if cancelation is more than 180 days prior to the event. Cancelations less than 180 days will not be refunded, however, may be applied to another available rental date within 90 days of the canceled event date.

DECORATIONS

No decorations, banners, signs, etc. can be pinned, nailed, taped, or affixed to the walls, floors, windows, ceilings or rafters unless permission is granted by City Staff. The use of all confetti including metallic, plastic, paper, sand, glitter, birdseed, and rice is prohibited. If you are using balloons, the fans must be turned off.

ALCOHOL

Sale of Alcohol

The liquor license for the Pavilion is currently held by Pour House Pub - license date is July 1, 2017 to June 30, 2019. Call The Pour House Pub at (952) 467-2112 if you wish to sell alcohol at your event. Lessee will not cause or allow alcoholic beverages of any kind to be sold or exchanged for compensation in connection with the use of the hall, unless such sale or exchange is conducted pursuant to the terms and conditions of an appropriate permit of license obtained from the City.

If admission is charged (in advance or at the door) for an event held at the hall, and if the admission price includes free access to alcohol, those items will be considered to have been "sold" or exchanged for compensation. Alcoholic beverages are not permitted outside of the hall. Alcohol may be served in connection with events at the hall if they are neither sold nor exchanged for compensation.

Alcohol Liability Insurance

If alcoholic beverages are consumed upon said premises by the Lessee or by any guests, invitees, patrons of any kind or any other third parties, Lessee shall assume all responsibility and provide proof of insurance for such consumption and for all resulting actions and behavior of said person caused or influenced by such consumption of alcohol. Proof of liquor liability must be submitted to the City prior to the Lessee obtaining the keys. Such insurance is usually obtained by the Lessee's insurance agent as a "rider" under home owner's insurance.

CLEANING

Lessee shall leave the rooms, floors, and areas used in a clean and orderly condition. Lessee is responsible for, but not limited to, the following duties: all tables and chairs should be wiped off and put away, clean and wipe kitchen and bar area, deposit all trash in dumpster outside, and wipe up any large spills. Lessee agrees to leave the hall as was, when the hall was rented to them and releases Lessor of any duties unless stated in lease agreement. The Lessee agrees to have read and understand these rules and regulations and will pay for any of the above not done at the hourly rate established by the City, with a 1-hour minimum.

The Lessee must provide his/her own cleaning supplies/products. Minimal supplies are kept at the facilities.

DAMAGE

A refundable damage deposit is required prior to obtaining the keys. The damage deposit will be returned to the Lessee after the facility has been inspected by City staff and no damage is found. The damage deposit is:

1. \$300 for the rental of the Pavilion.
2. \$200 for all other rental facilities.

If the premises or any portion of the building (or any equipment contained therein during the term of this lease) shall be damaged by the act, default, or negligence of Lessee, or of Lessee's agents, employees, patrons, guests, or any person admitted to the premises by Lessee, Lessee will pay to Lessor on demand such sum as shall be necessary to restore the premises or equipment contained therein to their present condition. Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the premises or any portion of said building by the consent of the lessee or by or with the consent of any person acting for or in behalf of Lessee. Lessee agrees to have on hand at all times, at Lessee's own expense such police protection as is determined necessary by the Lessor to maintain order to protect persons and property. All equipment entrusted to the care of Lessee or on the demised premises during the term of this Lease which shall become lost, stolen, or which shall disappear, shall be the sole responsibility of Lessee. Lessee shall be responsible to pay full replacement costs to Lessor.

Should Lessee fail to comply with each and every term and condition of the Lease, then the damage deposit shall be retained by Lessor and be applied to costs and expenses that Lessor may incur. The retention and holding of the security deposit for payment of such costs, disbursements, and expenses shall not in any manner be considered as payment for any rent due or to become due under his lease, or in any manner release Lessee from any rents to be paid, or from any of the obligations herein assumed, or any damages or costs in excess of the damage deposit.

COMPLIANCE

Lessee shall comply with all laws of the United States, the State of Minnesota, and the County of Carver, all ordinances of the City of Norwood Young America, and all rules and requirements of the fire department and other municipal authorities of the City of Norwood Young America, and will obtain and pay for necessary permits and licenses, and will not do or suffer to be done anything on said premises during the term of this lease in violation of any such laws, ordinances, rules or requirements. If the attention of Lessee is called to any such violations on the part of the Lessee or of any person employed by or admitted to said premises by Lessee, Lessee will immediately desist from and correct or cause to be corrected such violations. Lessee shall abide by and conform to all rules and regulations from time to time adopted or prescribed by Lessor, for the government and management of said facilities.

EMPLOYEES OF LESSEE

All person(s) hired or whose compensation is paid by Lessee are employees of Lessee, and Lessee is responsible for payment of any required workmen's compensation, unemployment insurance, social security and withholding taxes. Lessee, as employer, shall be responsible for all actions of said employees as the employer thereof.

INDEMNIFICATION CONTRACT

Lessee agrees to save Lessor harmless and to indemnify Lessor against any claims or liabilities, whether brought by Lessee or by any third parties, for compensation and/or damages under the law and/or rules and regulations of the City of Norwood Young America, County of Carver, State of Minnesota, and/or United States of America, including, but not being limited to, all claims made by any persons against the Lessor under the provisions of the Minnesota Civil Damage Act (more commonly known as "The Dram Shop Act"), all claims based on statutory, regulatory, and common law torts, and all other claims based on public liability and/or property damage liability laws which may arise or accrue by reason of the use of Lessee of the rented premises, regardless of the location, whether on the rented premises or elsewhere, from which such claims may arise. All Lessees shall provide the Lessor with a Certificate of Insurance providing proof of insurance coverage.

HAZARDOUS ACTIVITY

Lessee shall not do or permit to be done anything in or upon any portion of said building, or bring or keep anything therein or thereupon, which will in any way increase conditions of any insurance policy upon the building or any part thereof, or in any way increase the rate of fire or public liability insurance upon the building or property kept therein, or in any way conflict with the regulations of the fire department or with any of the rules, regulations, or ordinances of the City of Norwood Young America.

SUBLETTING

Lessee shall not assign this lease, nor sublet the above-described premises or property, without written consent of Lessor, nor suffer any use of the premises other than herein specified.

ATTORNEYS' FEES

Lessee shall pay reasonable attorneys' fees and costs on behalf of Lessor if Lessor institutes litigation against Lessee for a breach of the terms and conditions of this Lease, or Lessor is made a party to litigations instituted by a third party relating to the demised property and/or the Lessee's use thereof. The reasonable attorneys' fees and costs incurred by Lessor herein shall be paid by Lessee whether litigation is prosecuted to judgment or not.

EVACUATION OF BUILDING

Lessor reserves the right to evacuate the building during any activity in progress where it is deemed necessary for the safety of the general public.

RELEASE OF LESSOR

Lessor shall not be responsible for any damage or injury, including theft, that may have happened to Lessee or to Lessee's agents, servants, employees, guest, invitees, patrons, other third parties or property from any cause whatever prior, during, or subsequent to the third party covered by this lease, Lessee hereby expressly releases Lessor from and agrees to indemnify Lessor against any and all claims for such loss, damage, or injury.

LIEN OF RECEIPTS

Any sum due Lessor from Lessee for use of premises or any accommodations, services, or materials, shall be a first lien on any receipts of Lessee.

MANAGER OF FACILITIES

Any matter, not herein expressly provided for, shall be in the discretions of the City Administrator, Steve Helget, or the Norwood Young America City Council. If there is an urgent matter with the rental facility during nonbusiness hours, the Lessee can contact the City Administrator at (507) 581-2679.

BINDING AFFECT

All terms and conditions of this Lease shall be binding on the parties, their heirs or representatives, assigns, and cannot be waived by any oral representatives or promise of any agent or other person of the parties hereto unless the same be in writing and mutually signed by the duly authorized agent or agents who executed this Lease.

REVISED TERMS

It is agreed between Lessor and Lessee that all the terms of this Lease, including, but not limited to, rental rates, deposits, services, admission fees and charges, and supplies, are subject to revision made by the NYA City Council. Lessor shall give Lessee written notice of any revisions approved by the City Council and all such provisions shall be deemed to be an amendment hereto and a part hereof unless the lessee give Lessor written notice of his repudiation of all the terms of this Lease and surrenders any leasehold interest they may have within ten (10) days after receipt of the notice of revisions from Lessor.

SECURITY SYSTEM

The City of NYA has a security system in the Willkommen Park Pavilion building.

NON PROFIT RENTAL

Non-Profit Groups may receive a discounted rate (according to the current year's fee schedule) with the following requirements:

- Non-Profit group is located within 15 miles of Norwood Young America and
- Must provide proof of non-profit 501c3 status.

CIVIC GROUP RENTAL

The City of Norwood Young America prides itself on maintaining a community where it is "more than a place, it's home." We are grateful for the dedication of the many civic organizations within the community. The City Council has approved for NYA Civic Organizations to use the rental properties that the City owns at no charge.

A Civic Group is defined as: a local service club, veterans' post, fraternal society or association, volunteer fire or rescue groups, or local civic league or association of 10 or more persons not organized for profit but operated exclusively for educational or charitable purposes as defined herein, including the promotion of community welfare, and the net earnings of which are devoted exclusively to charitable, educational, recreational or social welfare purposes.

Norwood Young America



more than a place, it's home.

City of Norwood Young America
310 Elm Street W – PO Box 59
Norwood Young America, MN 55368
(952) 467-1800
www.cityofnuya.com

RENTAL CHECKLIST

PRIOR TO THE EVENT

- ___ Reserve the date. The rental agreement and the rental fee must be turned to City Hall in order to reserve the date.
- ___ One or two business days prior to the event, pick up the keys from City Hall.
- ___ Serving alcohol - you must provide a copy of Liquor Liability Insurance prior to obtaining the keys; this can be obtained by your insurance agent (usually is a "rider" under home owner's insurance). Absolutely no alcohol may be served if you do not provide this proof of insurance.
- ___ Selling alcohol - is only allowed by the establishment that carries the Liquor Permit. The current permit holder is The Pour House Pub. To schedule an event, contact The Pour House Pub at 952/467-2112.

DAY OF EVENT

- ___ Hours of rental are from 9:00am to 1:30am. There is no early entry or late exit unless the early entry/late exit fee has been paid. Entering early or exiting late without prior approval and without paying the early entry/late exit fee may result in the damage deposit not being returned in full.
- ___ When you enter the facility, if it is not clean or if there are any other issues, please contact City Hall at 952/467-1800 during regular business hours (Monday – Friday 8:00am – 4:30pm) or after hours or on weekends contact the City Administrator, Steve Helget at 507/581-2679 or the Public Service Director, Tony Voigt at 320/761-5008.
- ___ For safety purposes, during the event all doors must be unlocked and all doors and windows must be unobstructed.

END OF THE RENTAL

- ___ You are required to leave the facility in the same condition as when you entered it. You must bring your own cleaning supplies. All tables and chairs must be cleaned and put away, counters must be cleaned. The floor must be swept (City staff will scrub the floors). At the Pavilion, rugs must be vacuumed (there is a vacuum cleaner in the coat closet). The sinks and all appliances in the kitchenette must be cleaned.
- ___ Make sure all outside doors are locked. Keys are to be returned to City Hall the next business day. Keys can be dropped off in the payment box located in the City Hall parking lot during non-business hours.



TO: Mayor Lagergren and City Council Members
FROM: Kelly Hayes, City Clerk/Treasurer
DATE: September 24, 2018
SUBJECT: Manufacturer's Week Proclamation

The week of October 1 – 7, 2018, is recognized as Manufacturer's Week in Minnesota. Attached is a Proclamation for the City of Norwood Young America to recognize Manufacturer's Week.

Thank you to the manufacturer's within Norwood Young America:

212 Business Center
Autec North America
Hydro Engineering
JIT Companies
Lionshead Specialty Tire and Wheel
MI-Box Storage
Serv-a-Dock
Storms Welding & Manufacturing
Vickerman Company
Vision Tech
Sackett-Waconia Manufacturing
Wicks Cabinets
Yeager Machine

Norwood Young America

OCTOBER 1-7 • 2018

Proclamation

- Whereas: Manufacturing is a dynamic and robust industry, crucial to the health and strength of Minnesota's diverse economy; and
- Whereas: The manufacturing industry contributed \$49.2 billion to Minnesota's economy in 2017, and at 16 percent, is the largest sector contributing to the state's private gross domestic product; and
- Whereas: In 2017, workers took home \$21 billion in wages from Minnesota manufacturing jobs, the second-highest amount among the state's business sectors; and
- Whereas: Manufactured exports brought \$19 billion into the Minnesota economy in 2017; and
- Whereas: Manufacturing provides 319,000 highly skilled, well-paying jobs, which significantly contribute to Minnesota's high standard of living and economic vitality; and
- Whereas: Manufacturing in Minnesota pays an average annual wage of \$65,728, which is 16 percent higher than the state's overall average wage.

Now, therefore, I, Carol Lagergren, Mayor of the City of Norwood Young America, do hereby proclaim that the week of October 1 to October 7, 2018 shall be observed as:

MINNESOTA MANUFACTURING WEEK

in the City of Norwood Young America on this 24th day of September, Two Thousand and Eighteen.

MAYOR



TO: Honorable Mayor Lagergren and City Council Members
FROM: Steven Helget, City Administrator
DATE: September 24, 2018
SUBJECT: Ordinance No. 308, Mediacom Franchise Agreement

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Enclosed is the proposed Ordinance No. 308, establishing a Franchise Agreement with Mediacom. In accordance with state statute, prior to adopting the franchise agreement a public hearing is required to be held for the purpose of taking public comment on the proposed agreement. The hearing is scheduled for 6:00 p.m.

A review of Ordinance No. 308 will be provided at the meeting.

Suggested Motion:

Motion to adopt Ordinance No. 308, an ordinance granting a Franchise to Mediacom Minnesota LLC to construct, operate, and maintain a cable television system in the city of Norwood Young America; setting forth conditions accompanying the grant of the Franchise; providing for regulation and use of the system; and prescribing penalties for the violations of its provisions.



TO: Honorable Mayor Lagergren and City Council Members

FROM: Steven Helget, City Administrator

DATE: September 24, 2018

SUBJECT: Ordinance No. 308, Mediacom Franchise Agreement

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**CABLE FRANCHISE AGREEMENT BETWEEN
CITY OF NORWOOD YOUNG AMERICA AND
MEDIACOM MINNESOTA LLC**

ORDINANCE NO. 308

AN ORDINANCE GRANTING A FRANCHISE TO MEDIACOM MINNESOTA LLC TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE CITY OF NORWOOD YOUNG AMERICA; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM; AND PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS

Section 1. Short Title and Definitions

1.1 Short Title. This Franchise Agreement may be known and cited as the Mediacom Franchise.

1.2 Definitions. For purposes of this Franchise Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory. The word “may” is directory and discretionary and not mandatory.

- a) “Applicable Law” means any local law, or federal or state statute, law, regulation, or other final legal authority governing any of the matters addressed in this Franchise Agreement.
- b) “Basic Cable Service” means any service tier of Cable Service which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the franchise to be carried on the basic tier. Basic Cable Service as defined herein shall not be inconsistent with 47 U.S.C. § 543(b) (7).
- c) “Cable Act” means Title VI of the Cable Act of 1934, as amended.
- d) “Cable Communications Service” or “Cable Service” means:
 - (1) the one-way transmission to Subscribers of (i) video programming, or (ii) other programming service, and
 - (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- e) “Cable Communications System” or “Cable System” or “System” means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide Cable Service which includes video programming and other services and which is provided to Subscribers within the Service Area.

- f) “City” means the City of Norwood Young America, a municipal corporation, in the State of Minnesota, acting by and through its City Council.
- g) “City Code” means the Municipal Code of Norwood Young America, Minnesota.
- h) “City Council” means the Norwood Young America, Minnesota City Council.
- i) “Class IV Cable Communications Channel” means a signaling path provided by a Cable Communications System to transmit signals of any type from a Subscriber terminal to another point in the System.
- j) “Converter” means an electronic device which converts signals to a frequency acceptable to a television receiver of a Subscriber and by an appropriate selector permits a Subscriber to view all signals included in the service subscribed for.
- k) “Drop” means the cable that connects the ground block on the Subscriber’s residence to the nearest feeder cable of the System.
- l) “Expanded Basic Service” refers to the next tier of service above the Basic Cable Service tier excluding premium or pay-per-view services.
- m) “FCC” means the Federal Communications Commission and any legally appointed, designated, or elected agent or successor.
- n) “Franchise” means an initial authorization, or renewal thereof (including a renewal of an authorization which has been granted subject to 47 U.S.C. § 546) issued by the City, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction or operation of a Cable System or other facilities to provide Cable Service or video programming.
- o) “Franchise Fee” means any tax, fee, or assessment of any kind imposed by a franchising authority or other governmental entity on a cable operator or cable subscriber, or both, solely because of their status as such, consistent with terms set forth in Section 8 of this Agreement.
- p) “Grantee” means Mediacom Minnesota LLC, a Minnesota limited liability company, its agents and employees, lawful successors, transferees, or assignees.
- q) “Gross Revenues” means any and all revenue derived by Grantee from the or in connection with the operation of the Cable System to provide Cable Services in the City. Gross Revenues shall include, by way of example but not limitation, revenues from Basic Cable Service, Expanded Cable Service, all Cable Service fees, premium, pay-per-view, pay television, late fees, guides, home shopping revenue, installation and reconnection fees, upgrade and downgrade fees, advertising revenue, equipment rental fees, and lockout device fees. Gross Revenues shall not include refundable deposits, bad debt, investment income, capital contributions in aid of construction, and revenue derived from the delivery of data or other telecommunications services, franchise fees, PEG access grants, PEG

access compensation recovery, nor any taxes, fees, or assessments of general applicability imposed or assessed by any governmental entity. The City acknowledges and accepts that Grantee shall maintain its books and records in accordance with generally accepted accounting principles.

- r) “Installation” means the connection of the System from feeder cable to the point of connection, including Standard Installations and custom installations.
- s) “Lockout Device” means an optional mechanical or electrical accessory to a Subscriber’s terminal which inhibits the viewing of a certain program, certain channel, or certain channels provided by way of the Cable Communications System.
- t) “Non-voice Return Communications” means the provision of appropriate system design techniques with the installation of cable and amplifiers suitable for the subsequent insertion of necessary non-voice communication electronic modules.
- u) “Normal Business Hours” means those hours during which most similar businesses in the City are open to serve customers. In all cases, “Normal Business Hours” shall include some evening hours, and least one night per week, and/or some weekend hours.
- v) “Normal Operating Conditions” mean those Service conditions which are within the control of the Grantee. Those conditions which are not within the control of the 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 the 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 to the Cable System. Normal Operating Conditions as defined herein shall not be inconsistent with the definitions set forth in 47 C.F.R. § 76.309
- w) “PEG” means public, educational, and governmental. Reference to “access channels” shall mean “PEG access channels.”
- x) “Person” is any individual, firm, partnership, limited liability entity or partnership, association, trust, corporation, company, or other legal entity.
- y) “Public Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, lane, public way, drive, circle, or other public rights-of-way, including, but not limited to, public utility easements, dedicated utility strips, or other rights-of-way.
- z) “Service Area” means the entire geographic area that is within the City limits as it is now constituted or may in the future be constituted due to annexation of adjacent areas.
- aa) “Service Interruption” means the loss of picture or sound on one or more cable channels.
- bb) “Standard Installation” means any residential installation which can be completed using a Drop of 150 feet or less.

- bb) “Street” means any street, alley, other land or waterway, dedicated or commonly used for utility purposes, including general or utility easements in which the City has the right and authority to authorize, regulate, or permit the location of facilities other than those of the City. “Street” shall not include any real or personal City property that is not specifically described in the previous sentence and shall not include City buildings, fixtures, and other structures or improvements, regardless of whether they are situated in the public right-of-way.
- cc) “Subscriber” means any Person who lawfully receives Cable Communications Service. In the case of multiple office buildings or multiple dwelling units, the “Subscriber” means the lessee, tenant, or occupant.

Section 2. Scope of Franchise

2.1 Grant of Franchise. The City hereby grants to Grantee, a nonexclusive Franchise to install, construct, operate, and maintain a Cable System to provide Cable Services under such terms and conditions as are set forth in this Franchise. The Grantee specifically agrees to comply with the lawful provisions of the City Code and applicable regulations of the City. This franchise does not grant Grantee any right of eminent domain.

2.2 Franchise Area. . Grantee agrees to provide Cable Service to all residences in the Service Area subject to the density requirements specified in this subsection. Whenever the Grantee receives a request for Cable Service from a potential Subscriber in an unserved area contiguous to Grantee’s existing System where there are at least 10 residences within 1320 cable-bearing strand feet (one-quarter cable mile) from the connection point to Grantee’s System, it shall extend its Cable System to such Subscribers at no cost to said Subscribers for the Cable System extension, other than the published Standard/non-Standard Installation fees charged to all Subscribers. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, into any annexed area which is not contiguous to the present Service Area of the Grantee, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing

The City authorizes the Grantee to occupy or use the Streets subject to (A) the provisions of this Franchise Agreement to provide Cable Services within the City; and (B) all provisions of the City Code. Notwithstanding the above grant to use the Streets, no Street shall be used by the 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, dedicated, and exists, or with the present use of the Street.

2.3 Service Discrimination Prohibited. Grantee is prohibited from denying access to Cable Service to any group of potential residential cable Subscribers because of the income of the residents of the local area in which such group resides. Grantee shall not discriminate among Subscribers and potential Subscribers to Cable Service. It shall be the right of all Persons to receive all available services provided on the Cable System so long as such Person’s financial or other obligations to the Grantee are satisfied. Nothing contained herein shall prohibit the Grantee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its business practice to the extent permitted under applicable law.

2.4 *Reservation of City Right-of-Way Rights.* Nothing in this Franchise shall deprive the City of any rights or privilege to exercise its police powers in the regulation and control of the use of the rights-of-way. Nothing in this Franchise shall prevent the City from constructing, maintaining, or repairing any City right-of-way, or public work or improvement in the City's right-of-way. All such work shall be done, insofar as practicable, so as not to obstruct, injure, or prevent the use and operation of Grantee's Cable System. However, if any of the Grantee's System will interfere with the construction, maintenance, or repair of any City right-of-way or public work or improvement in the City's rights-of-way, at its own expense the Grantee shall remove or relocate its System as the City directs except that the City may not discriminate among telecommunication rights-of-way users. Should the Grantee fail to remove, adjust, or relocate its Facilities by the date established by the City's written notice to Grantee, the City may effect such removal, adjustment, or relocation and recover the cost thereof from the Grantee, including all costs and expenses incurred by the City due to Grantee's delay. Throughout this Franchise Agreement, the term "public rights-of-way" or "rights-of-way" shall have the meaning set forth in Minnesota Statutes section 237.163. If there is a conflict in language between this Franchise Agreement and a local ordinance regulating the use of public rights-of-way, the terms of this Franchise Agreement shall prevail.

2.5 *Rules of Grantee.* The Grantee shall have the authority to promulgate such rules, regulations, terms, and conditions governing the conduct of its business as shall be reasonably necessary to enable said Grantee to exercise its rights and perform its obligation under this Franchise Agreement and to assure uninterrupted service to each and all of its Subscribers, provided that such rules, regulations, terms, and conditions shall not be in conflict with provisions hereto, City Code, or other applicable law.

2.6 *Competitive Equity.* Notwithstanding anything else in this Franchise, if, during this Franchise Agreement's term, any laws, rules, regulations, or governmental authorization would allow a provider of multi-channel video programming or equivalent in the City's rights-of-way to provide multi-channel video programming or equivalent under less burdensome regulations or regulatory structure than Grantee is operating under, the Franchise Agreement shall be amended to reflect such changes, upon Grantee's written request.

2.7 *Complimentary Service to City.* At no charge to the City, the Grantee shall provide Basic Cable Service to the following City entities located within 150 feet of the cable plant: City Hall, Public Library, Sheriff's Deputy Office, Public Works Building, and Public Utilities Building.

2.8 *Emergency Use by City.* At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an Emergency Alert System ("EAS") consistent with applicable federal law and regulation including 47 C.F.R., Part 11, and any applicable State or County Emergency Alert System Plan. In the case of an emergency or disaster, the Grantee shall, at the request of the City, make its System available to the City for providing information to the public regarding the emergency or disaster. The City shall have the authority to test the system and if the system fails to perform, the Grantee shall immediately make all repairs, at Grantee's sole cost, and shall retest the system to demonstrate compliance. Except to the extent expressly prohibited by law, and except to the extent a claim is alleged to be caused in whole or in part by the negligent or wrongful act of Grantee or an agent or employee of Grantee, the Franchising Authority will hold the Grantee, its employees, officers and assigns harmless from any claims arising out of use of the EAS, including but not limited to reasonable attorneys' fees and costs.

2.9 Non-Waiver. Grantee shall not be relieved of its obligations to comply, promptly and completely, with any provision of the Franchise Agreement by reason of any failure of the City to promptly enforce compliance with this Franchise Agreement, nor does the City waive or limit any of its rights under this Franchise Agreement by reason of such failure or neglect.

Section 3. Construction Standards

3.1 Construction Codes and Permits.

- a) Pursuant to applicable local law, the Grantee shall obtain all necessary permits from the City before commencing construction on its Cable Communications System, including the opening or disturbance of a Street, sidewalk, driveway, or public place. The Grantee shall strictly adhere to all state and local laws and building and zoning codes currently or hereafter applicable to the construction, operation, or maintenance of the System in the City and give due consideration at all times to the aesthetics of the property. In the event that Grantee fails to meet the conditions of such a permit, the City may seek remedies under this Franchise Agreement.
- b) The City shall have the right to inspect all construction or installation work performed pursuant to the provisions of the Franchise Agreement and to make such tests at its own expense as it shall find necessary to ensure compliance with the terms of the Franchise Agreement and applicable provisions of local, state, and federal law. In the event that the Grantee fails to meet the conditions of any permit, the City may seek remedies pursuant to this Franchise Agreement or applicable local or state law.

3.2 Repair of Streets and Property. Any and all Streets, public infrastructure, private infrastructure, utilities, rights-of way, public property, or private property, which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance, or reconstruction of the System shall be promptly and fully restored, replaced, reconstructed, or repaired by the Grantee, at its expense, to a condition as required by the City Code or if no standard is included in the City Code, to a condition as good as that prevailing prior to Grantee's work, as approved by the City in the case of Streets and other public property. If the Grantee shall fail to promptly perform the restoration required herein, the City shall have the right to put the Streets, public infrastructure, private infrastructure, utilities, rights-of-way, public property, or private property back into good condition at the Grantee's expense.

3.3 Conditions on Street Use.

- a) Nothing in this Franchise shall be construed to prevent the City from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating, and/or altering any Street; constructing, laying down, repairing, maintaining, or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.
- b) All System transmission and distribution structures, lines, and equipment erected by the Grantee within the City shall be located so as not to obstruct or interfere with the proper use of Streets, alleys, and other public ways and places, and to cause minimum interference with the rights of property owners who abut any of the said Streets, alleys, and other public

ways and places, and not to interfere with existing public utility installations. The Grantee shall furnish to and file with the City Administrator the maps, plats, and permanent records of the location and character of all facilities constructed, including underground facilities, and, upon request, the Grantee shall file with the City updates of such maps, plats, and permanent records annually if changes have been made in the System.

Upon the City's written request the Grantee shall provide a complete set of maps showing the routing of the Cable System plant and facilities in the Streets, but excluding detail on proprietary electronics or other proprietary information that is related to the Grantee's specific design of the Cable System contained therein and Subscriber Drops. The maps shall be provided in an electronic format acceptable to the City without the Grantee incurring unreasonable expense. The Grantee shall also provide plant map updates on a biannual basis in the event that additional plant has been constructed during that period.

- c) If at any time during the period of this Franchise the City shall elect to vacate, alter, or change the grade or location of any Street, alley, or other public way, the Grantee shall, at its own expense, upon reasonable notice by the City, remove and relocate System fixtures, and in each instance comply with the standards and specifications of the City. If the City provides reimbursement to other occupants of the Street, the Grantee shall be likewise reimbursed in accordance with the City's procedures and guidelines.
- d) The Grantee shall not place System fixtures above or below ground where the same will interfere with any gas, electric, telephone, water, or other utility fixtures and all such System fixtures placed in any Street shall be so placed as to comply with all requirements of the City.
- e) The Grantee shall, on request of any Person holding a moving permit issued by the City, temporarily move its fixtures to permit the moving of buildings with the expense of such temporary removal to be paid by the Person requesting the same, and the Grantee may require payment in advance and shall be given not less than ten -business (10) days advance notice to arrange for such temporary changes.
- f) Nothing contained in this Franchise Agreement shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee's facilities.

3.4 *Undergrounding of Lines.*

- a) In all areas of the City where all other utility lines are placed underground, the Grantee shall construct and install its cables, wires, and other facilities underground. Amplifier boxes and pedestal mounted terminal boxes may be placed above ground if existing technology reasonably requires, but shall be of such size and design and shall be so located as not to be unsightly or unsafe.
- b) The Grantee shall be granted access to any easements granted to a public utility, municipal utility, or utility district in any areas annexed by the City or new developments.

3.5 Safety Requirement.

- a) The Grantee shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public.
- b) The Grantee shall install and maintain its System fixtures and other equipment in accordance with the applicable requirements of the National Electric Safety Code and all FCC, state, and local regulations, and in such manner that they will not interfere with any installations of the City or of any public utility serving the City.
- c) All System structures and all System lines, equipment, and connections in, over, under, and upon the Streets, sidewalks, alleys, and public ways and places of the City, wherever situated or located, shall at all times be kept and maintained by the Grantee in good condition, order, and repair so that the same shall not be menace or endanger the life or property of any Person.

3.6 Multiple Dwelling Unity (“MDU”) Installations.

- a) The Grantee shall comply with applicable federal and state law in installing and maintaining equipment and wiring serving residents of MDUs and shall, to the extent required by such laws, accommodate the residents’ ability to choose among competing providers of Cable Services, without interference or unreasonable delay.
- b) The Grantee shall provide access to wiring leads controlled by a lockbox or similar device to another Grantee within twenty-four (24) hours of receipt of notice that said access is required. The Grantee reserves the right to impose reasonable security precautions on access to its property and its Cable System.

Section 4. Design Provisions

4.1 Minimum Channel Capacity.

- a) The Grantee shall provide a System utilizing equipment which is capable of delivering at least eighty (80) channels of programming.
- b) All programming decisions remain the sole discretion of the Grantee. Grantee shall notify the City and Subscribers in writing prior to any channel additions, deletions, or realignments. Written notice should be provided at least thirty (30) days prior to any channel additions, deletions, or realignments.

4.2 Operation and Maintenance of System. The Grantee shall render effective service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Such interruption, to the extent feasible, shall be preceded by notice in accordance with Section 6 herein and shall occur during periods of minimum use of the System.

4.3 Technical Standards. The technical standards used in the operation of the System shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Communications Systems pursuant to the FCC's rules and regulations found at 47 U.S.C. §§ 76.601 – 76.617, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference. Violation of applicable standards is subject to penalties contained in Section 9.4.

4.4 FCC Reports. The results of tests required to be filed by the Grantee with the FCC shall be provided to the City upon request.

4.5 Nonvoice Return Capability. Grantee is required to use cable and electronics having the technical capacity for Nonvoice Return Communications.

4.6 Lockout Device. Upon the request of a Subscriber, the Grantee shall provide by sale or lease a Lockout Device.

Section 5. State Mandated Franchise Terms

5.1 General Provisions.

- a) **Compliance with Minnesota Statutes.** It shall be unlawful for any Person to construct, operate, or maintain a Cable Communications System in the City unless such Person or the Person for whom such action is being taken shall have first obtained and shall currently hold a valid cable communications franchise. This Franchise shall comply with all provisions contained in Minnesota Statutes Chapter 238, and as amended.
- b) **Conformance with State and Federal Laws and Rules.** If any federal or state law or regulation shall require or permit the City or the Grantee to perform any service or act or shall prohibit the City or the 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. The Grantee and the City shall conform to state laws and rules regarding cable communications not later than one year after they become effective, unless otherwise stated, and shall conform to federal laws and regulations regarding cable as they become effective.
- c) **Franchise Term.** This Franchise shall commence on the Effective Date and Terminate on the date fifteen (15) years after the Effective Date. Any subsequent renewal term of the Franchise shall be limited to not more than fifteen (15) years each. The City shall approve this Franchise through the passage of an ordinance by the City Council and approval of the Mayor, which shall be published in accordance with applicable local and Minnesota law. Within thirty (30) days after enactment of the ordinance granting approval of the Franchise, Grantee shall signify its acceptance of this Franchise Agreement by executing a written acceptance of this Franchise. The effective date of the Franchise will be October 1, 2018.

- d) **Nonexclusive Franchise.** This Franchise shall be nonexclusive. The City considers it to be in the public interest that residents of the City have alternatives in service and providers, and intends by granting this and other franchises and by the terms hereof to foster fair competition among providers and to inhibit anti-competitive practice by the Grantee and other providers. The City has granted a similar franchise to another Cable Service provider. The City reserves the right to grant a similar franchise to another Cable Service provider at any time during the period of this Franchise, consistent with Minnesota Statutes section 238.08, subdivision 1(b) and 47 U.S.C. § 541. Grantee acknowledges and accepts the existence of one or more competing providers of Cable Services in the City, and agrees to compete fairly and to refrain from engaging in anti- competitive practices.
- e) **Franchise Transfer.** No sale or transfer of the franchise or sale or transfer of stock so as to create a new controlling interest under Minnesota Statutes section 238.083 shall occur without the approval of the City, conditioned that the sale or transfer is completed consistent with Minnesota Statutes section 238.083. Said approval shall not be required where the Grantee grants a security interest in its Franchise and assets to secure an indebtedness.

The City shall have thirty (30) days from the receipt of the request and all applicable exhibits to reply in writing and indicate approval of the request or its determination that a public hearing is necessary due to potential adverse effect on the Grantee's Subscribers resulting from the sale or transfer. If a public hearing is deemed necessary, such hearing shall be commenced within sixty (60) days of such determination and notice of any such hearing shall be given in accordance with local law or fourteen (14) days prior to the hearing by publishing notice thereof once in a newspaper of general circulation in the City. 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 the City.

Within one hundred twenty (120) days of receipt of transfer request, unless the Grantee agrees to an extension of time, the City shall approve or deny in writing the sale or transfer request. The City shall set forth in writing with particularity its reason(s) for denying approval. The City shall not unreasonably withhold its approval.

The parties to the 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. In no event shall a transfer or assignment of ownership 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.

If allowed under state and federal law, Grantee shall pay all of the City's reasonable costs in reviewing and acting upon a transfer application. If the Cable Communications System is offered for sale, the parties shall comply with any lawful requirements of applicable law regarding the City's right to purchase the Cable System. The City shall have the right of first refusal of any bona fide offer to purchase the System.

- f) **Audit.** The City shall have the right to audit the Grantee's accounting and financial records required to calculate the City's franchise fees upon reasonable notice; provided, however, that any such inspection shall take place within four (4) years from the date the City receives the payment, after which period any such payment shall be considered final.
- g) **Public Inspection.** The Grantee shall make available for public inspection: (1) the current Subscriber charges; (2) the length and terms of residential Subscriber contracts; and (3) the procedure by which Subscriber charges are established, unless such a provision is contrary to state or federal law.
- h) **Franchise Administration.** The City shall notify Grantee of the office or officer of the City responsible for the continuing administration of the Franchise. The administrator or other City designees shall have continuing regulatory jurisdiction and supervision over the System and the Grantee's operation under the Franchise Agreement. The City may issue such reasonable rules and regulations concerning the construction, operation, and maintenance of the System as are consistent with the provisions of the Franchise Agreement and law.
- i) **Indemnification.** The Grantee shall indemnify, defend, and hold harmless the City, its officers, boards, commissions, councils, elected officials, agents, and employees (collectively the "Indemnitees") during the term of the Franchise Agreement from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Grantee's construction, operation, maintenance, or removal of the Cable System, including, but not limited to, reasonable attorneys' fees and costs.

In order for the City to assert its rights to be indemnified, defended, and held harmless, the City must with respect to each claim:

- (1) Promptly notify the Grantee in writing of any claim or legal proceeding which gives rise to such right;
- (2) Afford the Grantee the opportunity to participate in and fully control any compromise, settlement, or other resolution or disposition of any claim or proceeding; and
- (3) Fully cooperate with reasonable requests of the Grantee, at the Grantee's expense, in its participation in, and control, compromise, settlement, or resolution or other disposition of such claim or proceeding.

It shall be the obligation of the Grantee to promptly notify the City of any pending or threatened litigation that would be likely to adversely affect the City.

- j) **Insurance.** The Grantee shall carry insurance, and provide to the City original insurance certificates signed by insurance agent designating the City and its officers, boards, commissions, councils, elected officials, agents, and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section, to protect the Grantee and the City from and against any and all claims, demands, actions,

judgments, costs, expenses, and liabilities which may arise or result, directly or indirectly, from or by reason of the loss, injury, claim, or damage, in the following amounts:

- (1) Commercial General Liability insurance with limits of at least \$1,500,000 for personal injury or death of any one Person, \$3,000,000 for personal injury or death of two or more Persons in any one occurrence, \$1,500,000 for property damage to any one Person, and \$1,500,000 for property damage resulting from any one act or occurrence.
- (2) Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least \$500,000 per accident.
- (3) The Grantee shall also carry insurance to protect it from all claims under workers' compensation laws in effect that may be applicable to it in the following amounts: Workers Compensation insurance that meets the statutory obligations with Coverage B-Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease for each employee.

Insurance required must remain in effect for the entire term of the agreement. Insurance secured by the Grantee shall be issued by insurance companies rated A or better by A.M. Best Company and admitted in Minnesota. If the Grantee self-insures, the Grantee shall certify annually that it has met all of the State of Minnesota requirements for self-insuring. Each policy of insurance shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether at the request of the Grantee or for other reasons, except after thirty (30) days advance written notice has been provided to the City.

Acceptance of the insurance by the City shall not relieve, limit, or decrease the liability of the Grantee. Any policy deductibles or retention shall be the responsibility of the Grantee. The Grantee shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Grantee's interest or provide adequate coverage. Evidence of coverage is to be provided on an industry standard Insurance Certificate. A sixty (60) day written notice is required if the policy is canceled, not renewed, or materially changed. The Grantee shall require any of its subcontractors to comply with these provisions.

k) **Security.**

- (1) At the time the Franchise agreement becomes effective and thereafter until the Grantee has liquidated all of its obligations with the City, the Grantee shall furnish an irrevocable and unconditional Standby Letter of Credit in an amount as the City reasonably deems to be adequate compensation for damages resulting from the Grantee's nonperformance. The City may, from year to year and in its sole discretion, reduce the amount of the Letter of Credit.
- (2) At the time of acceptance of this Franchise Agreement, the Grantee shall deliver to the City a cash deposit or an irrevocable and unconditional Standby Letter of Credit,

in form and substance acceptable to the City, from a National or State bank approved by the City, in the amount of \$10,000. Interest on the deposit shall accrue to the Grantee. In addition to the requirements of this Section and based upon the Grantee's ongoing performance in restoring the City's Streets in compliance with all permits issued by the City, the City reserves the right to impose additional security obligations upon the Grantee. The City may require the Grantee to provide a deposit in the form of a certified check, a surety bond, or corporate undertaking in favor of the City for any expense incurred by the City in repairing of damage to any portion of the City Streets caused by work performed under a permit.

- (3) The Letter of Credit shall provide that funds will be paid to the City, upon written demand of the City, and in an amount reasonably determined by the City in payment for penalties charged pursuant to this Franchise Agreement, in payment for any monies owed by the Grantee to the City or any Person pursuant to its obligations under this Franchise Agreement, or in payment for any damage incurred by the City or any Person as a result of any acts or omissions by the Grantee pursuant to this Franchise Agreement. The City shall be permitted to take necessary action to collect on the security.
- (4) At any time after thirty (30) days (or such longer reasonable time which, in the sole determination of the City, is necessary to cure the alleged violation) following receipt of notice as prescribed in Section 9.1, provided the Grantee remains in violation of one or more terms, conditions, or provisions of this Franchise Agreement, in the sole opinion of the City, the City may draw from the Letter of Credit all penalties and other monies due the City from the date of the local receipt of notice.
- (5) Whenever the Letter of Credit is drawn upon, the Grantee may, within seven (7) days of such draw, notify the City in writing that there is a dispute as to whether a violation or failure has in fact occurred. Such written notice by the Grantee to the City shall specify with particularity the matters disputed by the Grantee. All penalties shall continue to accrue from the Letter of Credit during any appeal pursuant to this Section. The City shall hear the Grantee's dispute within sixty (60) days and render a final decision within sixty (60) days thereafter. In the event the City determines that no violation has taken place, the City shall refund to the Grantee, with interest, all monies drawn from the Letter of Credit by reason of the alleged violation.
- (6) If said Letter of Credit or any subsequent Letter of Credit delivered pursuant thereto expires prior to thirty (30) months after the expiration of the term of this Franchise Agreement, it shall be renewed or replaced during the term of this Franchise Agreement to provide that it will not expire earlier than thirty (30) months after the expiration of this Franchise Agreement. The renewed or replaced Letter of Credit shall be in the same form and with a bank authorized herein and for the full amount stated in this Section.

- (7) If the City draws upon the Letter of Credit or any subsequent Letter of Credit delivered pursuant hereto, in whole or in part, the Grantee shall replace or replenish to its full amount the same within ten (10) days and shall deliver to the City a like replacement Letter of Credit or certification of replenishment in the amount of \$10,000 as a substitution of the previous Letter of Credit. This shall be a continuing obligation for any draws upon the Letter of Credit.
 - (8) If any Letter of Credit is not so replaced or replenished, the City may draw on said Letter of Credit for the whole amount thereof and use the proceeds for payment or performance of the obligations, duties, and responsibilities of the Grantee which are in default as the City determines in its sole discretion. The failure to replace or replenish any Letter of Credit may also, at the option of the City, be deemed a default by the Grantee under this Franchise Agreement. The drawing on the Letter of Credit by the City, and use of the money so obtained for payment or performance of the obligations, duties, and responsibilities of the Grantee which are in default, shall not be a waiver or release of such default.
 - (9) The collection by the City of any damages, monies, or penalties from the Letter of Credit shall not affect any other right or remedy available to the City, nor shall any act, or failure to act, by the City pursuant to this Letter of Credit, be deemed a waiver of any right of the City pursuant to this Franchise Agreement or otherwise.
 - (10) In addition to recovery of monies owed by Grantee to the City or any person or damages to the City or any Person as a result of any acts or omissions by the Grantee pursuant to this Franchise Agreement, the City in its sole discretion may charge to and collect from the Letter of Credit the penalties contained in Section 9. Each violation of this Section shall be considered a separate violation for which a separate penalty may be imposed.
- l) **No Relief from Liability.** Nothing in the Franchise Agreement shall be construed so as to relieve a Person from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee's facilities while performing work connected with grading, regrading, or changing the line of a Street or public place or with the construction or reconstruction of a sewer or water system.
 - m) **Qualifications Reviewed.** The City considered and approved the Grantee's technical ability, financial condition, and legal qualifications in a full public proceeding that afforded reasonable notice and a reasonable opportunity to be heard.
 - n) **System Capacity and Technical Design.** See Section 4.1.
 - o) **Permits.** See Section 3.
 - p) **Compliance with Code.** Wires, conduits, cable, and other property and facilities of the Grantee shall be located, constructed, installed, and maintained in compliance with applicable City Code and other local laws. The Grantee must keep and maintain its property so as not to unnecessarily interfere with the usual and customary trade, traffic, or travel upon the Streets and public places of the franchise area or endanger the life or

property of any Person.

- q) **Removal and Relocation.** Unless otherwise provided for by local law, the City and the Grantee shall establish a procedure in the franchise for the relocation or removal of the Grantee's wires, conduits, cables, and other property located in the Street, right-of-way, or public place whenever the City undertakes public improvements that affect the cable equipment except that the City may not discriminate among telecommunication rights-of-way users. All procedures completed under this provision shall comply with City Code.
- r) **Compliance with FCC Technical Standards.** The Grantee shall comply at a minimum with the technical standards promulgated by the Federal Communications Commission relating to cable communications systems contained in subpart K of part 76 of the FCC's rules and regulations relating to cable communications systems and found at 47 C.F.R. §§ 76.601 to 76.617, as amended. The results of tests required by the Federal Communications Commission shall be available for online review by the City within ten (10) days of filing such tests with the FCC.
- s) **Cost of Special Testing.** The City may require special testing of a location or locations within the System if there is a particular matter of unresolved complaints regarding System construction, operations, signal quality, or installation work pertaining to such location(s). Such tests shall be limited to the particular matter in controversy. The City shall endeavor to so arrange its request for such special testing so as to minimize hardship or inconvenience to the Grantee or to the Subscribers of such testing.

Before ordering such test, 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. The City shall meet with the 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, the 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 by a qualified engineer selected by the City. In the event that special testing is required by the City to determine the source of technical difficulties, the cost of said testing shall be borne by the Grantee if the testing reveals the source of the technical difficulty to be within the Grantee's reasonable control. If the testing reveals the difficulties to be caused by factors which are beyond the Grantee's reasonable control, then the cost of said test shall be borne by the City.

- t) **Subscriber Privacy.** No signals of a Class IV Cable Communications 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. The written permission must be for a limited period of time not to exceed one year, which is renewable at the option of the Subscriber. No penalty may be invoked for a Subscriber's failure to provide or renew the authorization. The authorization is revocable at any time by the Subscriber without penalty of any kind. Grantee shall further comply with 47 U.S.C. § 551, which is incorporated herein by reference.

- (1) 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 the Subscribers or lists that identify the viewing habits of Subscribers, may be sold or otherwise made available to any person other than to the company and its employees for internal business use, or to the Subscriber who is the subject of that information, unless the company has received specific written authorization from the Subscriber to make the data available or unless said information is ordered by a court or subpoenaed;
- (2) Written permission from the Subscriber shall not be required for the systems conducting system wide or individually addressed electronic sweeps for the purpose of verifying system integrity or monitoring for the purpose of billing. Confidentiality of this information is subject to provision (t)(1) of this Section.

- u) **Complaint Resolution Procedure.** See Section 6.
- v) **Receipt of Complaints.** See Section 6. Grantee shall provide a customer complaint toll free telephone number to the City so that the City may provide this number to customers who request it.
- w) **Franchise Termination.** The City has the right to revoke, terminate, or cancel the Franchise Agreement and the rights and privileges of the Franchise Agreement if the Grantee substantially violates a provision of the Franchise ordinance or agreement, attempts to evade the provisions of the Franchise ordinance or agreement, or practices fraud or deceit upon the City. The City shall provide the Grantee with a written notice of the cause for termination and its intention to terminate the Franchise Agreement and shall allow the Grantee a minimum of thirty (30) days after service of the notice in which to correct the violation. The City shall provide the Grantee with the basis for revocation, termination, or cancellation.

The Grantee shall be provided the right to a public hearing affording due process before the City Council prior to the effective date of revocation, termination, or cancellation, which public hearing shall follow the thirty (30) days written notice provided above. The City shall provide the Grantee with written notice of its decision together with written findings of fact supplementing said decision.

- x) **Abandonment.** No Person operating a Cable Communications System, notwithstanding any provision in the Franchise Agreement, may abandon a Cable Communications System or a portion of it without having given ninety (90) days prior written notice to the City. No Person operating a Cable Communications System may abandon a Cable Communications System or a portion of it without compensating the City for damages resulting to it from the abandonment.
- y) **Removal of Facilities.** Upon termination or forfeiture of the Franchise Agreement, unless otherwise required by applicable law, the Grantee shall remove its cable, wires, and appliances from the Streets, alleys, and other public places within the franchise area if the City so requests. In the event the Grantee fails to remove its cable, wires, and appliances from the Streets, alleys, and other public places within the franchise area within twelve

(12) months after the City gave written demand for removal, the Grantee will be subject to the procedures of applicable local law and the City shall have the right to declare all right, title, and interest to the System to be in the 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 pursuant to the provisions of 47 U.S.C. § 547.

- z) **Access Channels.** The Grantee shall provide two (2) channels to be used for public, educational, or government programming.
 - (1) The Grantee shall provide to each of its subscribers who receive Cable Service offered on the system, reception on at least one specially designated access channel.
 - (2) The Grantee shall establish rules for the administration of Access Channels, unless the Access Channel(s) is administered by the City.
- aa) **PEG Support.** If any laws, rules, regulations, or government authorizations would allow a provider of multi-channel video programming or equivalent in the City's rights-of-way to provide multi-channel video programming or equivalent under less burdensome regulations or regulatory structure than Grantee is operating under, the obligations of this section shall be modified to reflect such changes.
- bb) **Minimum Channel Capacity.** See Section 4.1.
- cc) **Regional Channel 6.** The VHF Channel 6 is designated for uniform regional channel usage as required in Minnesota Statutes section 238.02, subdivision 31(c), and Minnesota Statutes section 238.43.

5.2 Definitions. The definitions included in Section 1 of the Franchise Agreement shall control. For any terms not included in Section 1, the definitions contained in Minnesota Statutes Chapter 238 and Title VI of the Communications Act of 1934, as amended, and rules promulgated thereunder, are hereby incorporated herein by reference.

Section 6. Customer Service Standards

6.1 Subscriber Inquiry and Complaint Procedures.

- a) The City hereby adopts the customer service standards set forth in 47 C.F.R. § 76.309 of the FCC's rules and regulations, as amended. The Grantee shall comply in all respects.
- b) The Grantee shall maintain a convenient bill payment location or online access for matters such as receiving Subscriber complaints, handling Subscriber payments and billing questions, resolving equipment malfunction and replacement, and providing customer service information. The Grantee shall assign a trained cable technician to the City who shall respond within the time parameters prescribed in Section 6. The Grantee shall comply with the standards and requirements for customer service set forth below during the term of this Franchise.

- c) The Grantee will maintain a local or toll-free telephone access line which will be available to its subscribers twenty-four (24) hours a day, seven (7) days a week.
 - (1) Trained company representatives will be available to respond to customer telephone inquiries during Normal Business Hours.
 - (2) 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 company representative on the next business day.
- d) 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.
- e) The 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.
- f) Under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.
- f) A customer service center and bill payment location will be open at least during Normal Business Hours and will be conveniently located.
- h) All Subscribers and members of the general public may direct complaints regarding the Grantee's Service or performance to the City Administrator or his designee.

6.2 *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 expeditiously, with a goal of being performed within thirty (30) business days after an order has been placed, assuming the System has been fully constructed. "Standard" installations are those that are located up to 125 feet from the existing distribution system. Normal Operating Conditions presume that weather is acceptable for construction to occur; and, delays occasioned by uncontrollable weather conditions that render construction unwarranted, unsafe, or impossible are excluded from Grantee's service installation requirements.
- b) Excluding conditions beyond the control of the Grantee, the Grantee will begin working on Service Interruptions promptly and in no event later than twenty-four (24) hours after the interruption becomes known. The 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-hour time block during normal business hours. The Grantee may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.
- d) Under normal circumstances, 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 the Grantee 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.
- f) The Grantee shall bear the costs in making adjustments, repairs, or normal installations when such matters are not the result of Subscriber choices or damage. Subscribers shall bear the cost of adjustments, repairs, and extra-normal installations that are the result of non-standard choices made by the Subscriber or are the result of Subscriber-caused damage.
- g) The Grantee shall cooperate with Subscribers and with any other provider of Cable Services within the City, in accommodating changes of Cable Service, so that Subscribers will be free to choose providers without interference or delay from the Grantee. A Subscriber may notify the Grantee of the desire to terminate or change service orally or in writing, and the Grantee shall not require any particular form of such notice. Upon being notified of such desire, the Grantee shall terminate the Subscriber's service as soon as commercially practicable and shall promptly make arrangement with the Subscriber for any necessary service call to accommodate the termination of its Cable Service and the changeover to another service provider in the event that such a service call is necessary. The Grantee shall terminate its Drop in accordance with FCC requirements. The Grantee shall accept a return of any Converter or other equipment furnished to the Subscriber by the Grantee, regardless of the manner of delivery, and shall promptly issue any refund or credit to which the Subscriber may be entitled.

6.3 *Refund and Credits.*

- a) Refund checks will be issued promptly, but no later than either the customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or the return of the equipment supplied by the Grantee if service is terminated.
- b) If a Subscriber's Cable Service is interrupted or discontinued, without cause, for 24 or more consecutive hours, the Grantee shall credit each Subscriber pro rata for such interruption. Credit shall appear on the next billing cycle.
- c) In the event a Subscriber establishes or terminates service and receives less than a full month's service, the Grantee shall prorate the monthly rate on the basis of the number of days in the period for which service was rendered to the number of days in the billing.

- d) Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

6.4 Billing.

- a) Consistent with 47 C.F.R. § 76.1619, bills shall be clear, concise, and understandable. Bills must be fully itemized, with itemizations including, but not limited to, Basic Cable Service and premium Service charges and equipment charges. Bills shall also clearly delineate all activity during the billing period, including optional charges, rebates, and credits. Bills shall not be misleading or omit material information. Notwithstanding anything to the contrary in this Section, the Grantee may consolidate costs on Subscriber bills as may be permitted by Section 622(c) of the Cable Act at 47 U.S.C. § 542(c).
- b) In the case of a billing dispute, the Grantee must respond to a written complaint from a Subscriber within thirty (30) days.
- c) The Grantee shall comply with all applicable state and federal laws with respect to any assessment, charge, cost, fee, or sum, however characterized, that the Grantee imposes upon a Subscriber for late payment of a bill. The City reserves the right to enforce the Grantee's compliance with all Applicable Laws to the maximum extent legally permissible.
- d) Subject to the privacy provisions of 47 U.S.C. § 521 et seq., the Grantee shall prepare and maintain written records of all complaints made to them and the resolution of such complaints, including the date of such resolution. Such written records shall be on file at the office of the Grantee. Upon request, the Grantee shall provide the City with a written summary of such complaints and their resolution.

6.5 Subscriber Contracts. The length and terms of any Subscriber contract(s) shall be available for public inspection during Normal Business Hours. A list of the Grantee's current subscriber rates and charges shall be maintained on file with the City and shall be available for public inspection. Grantee's Subscriber contracts shall be uniform in terms and conditions applicable to each class of Subscribers and Cable Services.

6.6 Information to Subscribers.

- a) Grantee shall 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:
 - 1) Products and services offered;
 - 2) Prices and options for programming services and conditions of subscription to programming and other services;
 - 3) Installation and service maintenance policies;
 - 4) Instructions on how to use the cable services;

- 5) Channel positions of programming carried on the System;
 - 6) Billing and complaint procedures, including the address and telephone number of the City's cable office; and
 - 7) Subscribers shall be advised of the procedures for resolution of complaints about the quality of the television signal delivered by the Grantee, including the address of the responsible officer of the City.
- b) The Grantee shall not exercise deceptive sales procedures when marketing its Cable Television Services within the City. The Grantee shall have the right to market its Cable Services door-to-door during reasonable hours consistent with local ordinances and regulations.

6.7 *Information to the City.*

- a) The Grantee shall, upon request, provide the City with information which shall describe in detail the Grantee's compliance with each and every term and provision of this section.
- b) The Grantee shall, upon request, provide the City with any standard form residential Subscriber contract utilized by the Grantee. If no such written contract exists, the Grantee shall file with the City a document completely and concisely stating the length and terms of the Subscriber contract offered to customers.

6.8 *Rate and Service Changes.*

- a) Customers will be notified of any changes in rates, programming services, channel positions, or other information as required by Section 6.6. Grantee shall give customers written notice at least thirty (30) days prior to the change.
- b) In addition to the requirement of paragraph (a) of this Section regarding advance notification to Subscribers of any changes in rates, programming services, or channel positions, the Grantee shall give written notice to both Subscribers and the City at least thirty (30) days before implementing any rate or service change. Such notice shall state the precise amount of any rate change and briefly explain in readily understandable fashion the cause of the rate change (e.g., inflation, change in external costs, or the addition/deletion of channels). 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, the Grantee shall identify for Subscribers, the television signal added and not whether that signal may be multiplexed during certain dayparts.
 - (1) The Grantee shall provide written notice to a Subscriber and the City of any increase in the price to be charged for the basic service tier or associated equipment at least 30 days before any proposed increase is effective. The notice should include the name and address of City Administrator.

- (2) To the extent the Grantee is required to provide notice of service and rate changes to Subscribers, the Grantee may provide such notice using any reasonable written means.
- (3) Notwithstanding any other provision of this section, the Grantee shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, Franchise Fee, or any other fee, tax, assessment, or charge of any kind imposed by any federal agency, state, or franchising authority on the transaction between the Grantee and the Subscriber.

6.9 Rate Review. The City reserves the right to regulate all rates and charges for Cable Service except to the extent it is prohibited from doing so by law. In exercising its jurisdiction to regulate any such rates, the City will adhere to regulations adopted by the FCC at 47 C.F.R. § 76.900, et seq. as amended from time to time.

Section 7. Public Access Provisions

7.1 Public, Educational, and Government (“PEG”) Access.

- a) The City or its designee is hereby designated to operate, administer, promote, and manage PEG access to the Cable System established pursuant to this Section 7.
- b) The Grantee shall dedicate two (2) channels for PEG access use by the City. The City may, upon ninety (90) days advance written request to the Grantee, require that the Grantee provide a third PEG channel which shall be located by mutual agreement of the City and the Grantee. All residential Subscribers who receive all or any per of the total services offered on the System shall be eligible to receive all of said PEG access channels at no additional charge.
- c) The Grantee shall monitor the PEG channels for technical quality to ensure that they meet FCC technical standards including those applicable to the carriage of PEG 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. The PEG channels must be receivable by Subscribers without special expense other than the expense required to receive Basic Cable Service. Nothing herein precludes the Grantee from charging for equipment needed for Basic Cable Service.
- d) The Grantee shall also maintain activated two-way capability in the connections serving the Norwood Young America City Hall and Central High School solely for the purpose of transmitting PEG access programming to the Grantee’s headend for retransmission to all Subscribers on the System.
- e) The Grantee shall provide a two-way cable connection to facilitate the exchange of programming to/from Grantee’s headend, including live cablecast programming from City Hall and Central High School. The Grantee shall also work with the City to explore a technically feasible solution for bringing cable connections from the following locations to City Hall to facilitate live cablecast programming to be controlled by the playback

equipment at City Hall: Central Elementary School, Central High School, and Pavilion.

- f) The Grantee shall provide the public access channel free of charge to the City and Subscribers except for the standard cost of subscribing to the Basic Service tier of programming offered on the Grantee's Cable System. If the City chooses to locate public access playback facilities at the City Hall or Central High School, the Grantee shall, free of charge, ensure that the cable connections to such locations can facilitate the additional programming to be distributed to the Grantee's headend
- g) It shall be the responsibility of the City to provide premise equipment to facilitate governmental access programming and telecasts. Such equipment may consist of cameras, microphones, lights, editing and playback equipment, and other equipment as necessary. The Grantee shall be responsible for the distribution of the PEG channels after the signal leaves the City Hall. The City Hall shall have a designated demarcation point, often referred to as a cable patch panel, at the location where the Grantee's cable enters each building. Any and all costs associated with any PEG access channels or signals after the PEG access channels/signals leave the City Hall demarcation point shall be provided free of charge by the Grantee to the City. The Grantee will provide at no cost to the City a permanent encoder that the City may use for governmental and educational access programming. The Grantee shall also provide and maintain one additional portable encoder for use by the City at any other location. The Grantee shall maintain and replace said encoders throughout the term of this Franchise Agreement.
- h) The Grantee shall provide the PEG channels as part of the Basic Cable Service, viewable by Subscribers without the needs for additional equipment beyond that required to receive the Basic Cable Service.
- i) The City's PEG channels will continue to be carried along with the programming on the Basic Cable Service tier, or said equivalent. Such PEG channels shall be accessed by Subscribers through use of standard digital equipment compatible with Grantee's Cable System.
- j) In the event the City and the Grantee mutually agree to the relocation of the PEG channels from their present channel locations at the time this franchise was enacted, the City and the Grantee agree that the PEG channels will be located reasonably close in proximity to other broadcast channels and/or other commercial video channels, excluding pay service programming. The Grantee agrees that PEG channels immediately below Channel 1 are not considered in reasonably close proximity. The Grantee agrees not to encrypt the PEG channels any differently than other commercial channels available on the system.

7.2 Access Fee. The City reserves the right to require the Grantee to collect on behalf of the City a per Subscriber fee initially set at \$.50 per month, which may be increased to a maximum of \$1.50 per month by vote of the City Council after notice and an opportunity to be heard is afforded to the public solely to fund PEG access-related capital expenditures (hereafter "Access Fee"). Any increase in the Access Fee by the City shall occur only once every two (2) years upon approval of the City Council and upon ninety (90) days advance written notice to the Grantee. The Access Fee is not part of the Franchise Fee required in Section 8 herein, and falls within one or more of the exceptions in 47 U.S.C. § 542. Such costs may be categorized, itemized, and

passed through to Subscribers as permissible, in accordance with 47 U.S.C. § 542 or other applicable law.

7.3 Access Grant. The City reserves the right to request Grantee provide a grant in the amount of \$10,000 to the City within five (5) years of the Effective Date of this Franchise Agreement for purposes of acquiring, maintaining, operating, and updating PEG equipment. Upon request, which the City shall make concurrently of all cable franchises, Grantee agrees to provide \$10,000 Access Compensation in accordance with the applicable law, provided, however, that Grantee agrees to only recover the Access Compensation from Subscribers over a period of ten (10) years in recognition of the Parties' shared desire to minimize the rate impact on Subscribers. Grantee shall not charge more than \$1.00 per Subscriber each month without approval of City Council. In the event Grantee recovers the full \$10,000 Access Compensation amount before the ten (10) year period expires, Grantee shall cease further recovery efforts.

7.4 No sooner than thirty-six (36) months after the acceptance of this Franchise, and upon ninety (90) days written notice to Grantee, the City may provide the PEG Access Channel in only HD format to the demarcation point to provide the signal to Grantee, and as such the City will no longer provide the PEG Channel in a standard definition (SD) format. Grantee shall provide all necessary transmission equipment from the demarcation point and throughout Grantee's distribution system (including Grantee's headend), in order to deliver the PEG Channel.

Section 8. Compensation and Auditing

Franchise Fee. Grantee shall pay as a Franchise Fee in accordance with Section 622 of the Cable Act to the City, throughout the duration of this Franchise, of five percent (5%) of Grantee's Gross Revenues, as defined in Section 1.2(p). The City shall have the right to increase the Franchise Fee to an amount determined by the City Council or to take full advantage of the maximum amount permitted by the FCC. Any increase of the Franchise Fee shall be approved by City Council and notice shall be provided to Grantee at least thirty (30) days prior to the effective date of the increase.

8.1 Payment of Franchise Fees on Bundled Services.

- a) Grantee agrees that if it bundles, packages, or combines services subject to the Franchise Fee with services that are not subject to the Franchise Fee: 1) It will not do so for the purpose of avoiding Franchise Fees; and 2) Except as otherwise provided in this Section, it will allocate revenues derived from the bundled, combined, or packaged services in a manner that attributes a fair and reasonable amount of the revenues to the Cable Services component. This section shall be subject to the City's rights to audit pursuant to Sections 5.1(f) and 8.6.
- b) This Section is not intended to apply to reduction in Franchise Fees that result from other causes such as changes in the law, Subscriber losses, Subscriber service downgrades, or Force Majeure.

8.2 *Payments and Quarterly Reports.*

- a) **Payments.** The Grantee's Franchise Fee payments to the City shall be computed quarterly following the Effective Date of this Franchise Agreement. Payments shall be due and payable within thirty (30) days following the end of each calendar quarter.
- b) **Quarterly Reports.** Each Franchise Fee payment shall be accompanied by a written statement to the City, containing an accurate summarized form of the Grantee's Gross Revenues and the computation of the payment amount. Such reports shall be in form and substance satisfactory to the City and shall include revenue by product category.

8.3 *Interest on Late Payments.* All sums not paid when due, and after reasonable notice and opportunity to cure, shall bear interest at the rate of three percent (3%) per annum computed monthly, and if so paid with interest within thirty (30) days of due date, shall not constitute an event of default.

8.4 *Franchise Fee is Not a Tax.* The Grantee acknowledges and agrees that the Franchise Fees payable by the Grantee to the City pursuant to this Section shall take precedence over all other material provisions of the Franchise and shall not be deemed to be in the nature of a tax, and shall be in addition to any and all taxes of general applicability and other fees and charges which do not fall within the definition of a Franchise Fee under 47 U.S.C. § 542.

The Grantee shall not apply or seek to apply all or any part of any taxes, fees, or assessments of general applicability levied or imposed by the City (including any such tax, fee, or assessment imposed by the City or cable operators or their services) or that do not fall within the definition of a Franchise Fee under 47 U.S.C. § 542 as a deduction or other credit from or against any of the Franchise Fees or other payments or contributions to be paid or made by the Grantee to the City pursuant to this Franchise which shall be deemed to be separate and distinct obligations of the Grantee.

8.5 *Books and Records.*

Upon reasonable prior written notice, the City shall have the right to inspect, upon reasonable notice, at any time during Normal Business Hours, those records maintained by the Grantee which related to System operations, subject to the privacy provisions of 47 U.S.C. § 521 et seq. Throughout the term of this Franchise, the Grantee agrees that the City, upon reasonable prior written notice 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 City which are reasonably necessary to monitor and enforce the Grantee's compliance with the provisions of this Franchise. All such documents pertaining to financial matters that may be the subject of inspection by the City shall be retained by the Grantee for a minimum period required by applicable laws. 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 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 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 the Grantee's offices more convenient to the City or its duly authorized agent.

- a) Upon the completion of any such audit by the City, the City shall provide to the Grantee a final report setting forth the City's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Grantee shall have thirty (30) days from the receipt of the report to provide the City with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties shall agree upon a "Finally Settled Amount." For purposes of this Section, the term "Finally Settled Amount(s)" shall mean the agreed upon underpayment, if any, to the City by the Grantee as a result of any such audit. If the parties cannot agree on a "Finally Settled Amount," the parties shall submit the dispute to a mutually agreed upon mediator within sixty (60) days of reaching an impasse. In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amount determined by a court of law.
- b) Any "Finally Settled Amount(s)" due to the City as a result of such audit shall be paid to the City by the Grantee within thirty (30) days from the date the parties agree upon the Finally Settled Amount. Once the parties agree upon a Finally Settled Amount and such amount is paid by the Grantee, the City shall have no further rights to audit or challenge the payment for that period. The City shall bear the expense of its audit of the Grantee's books and records.

8.6 Proprietary Information. The Grantee may choose to provide any confidential books and records that it is obligated to make available to the City pursuant to this Franchise, by allowing the City, or its designated representative(s), to view the books and records at a mutually agreeable location and without the City obtaining its own copies of such books and records. Alternatively, confidential or proprietary information may be disclosed pursuant to a reasonable non-disclosure agreement. The intent of the parties is to work cooperatively to insure that all books and records reasonably necessary for the City's monitoring and enforcement of Franchise obligations are provided to the City. To the extent that the Grantee insists that records must be reviewed outside of the City, and the City's designated representative(s) must travel or otherwise incur costs to be able to review such information, the Grantee shall pay all reasonable, itemized travel costs incurred by the City's representative(s) traveling from the City to such designated locations. To the extent that the Grantee does provide books or records directly to the City, the City agrees to keep confidential any proprietary or confidential books or records to the extent permitted by applicable law. The Grantee shall be responsible for clearly and conspicuously identifying the work as confidential or proprietary.

8.7 Reports to be Filed with the City. The Grantee shall prepare and furnish to the City, at the times and in the form prescribed, such reports with respect to the operations, affairs, transactions, or property, as they relate to the System, which Grantee and the City may in good faith agree upon taking into consideration the Grantee's need for the continuing confidentiality as prescribed herein. Neither the City nor the Grantee shall unreasonably demand or withhold information requested pursuant to this Section.

Section 9. Enforcement and Penalties

9.1 Notice and Opportunity to Cure. In the event the City believes that the Grantee has not complied with the material terms of the Franchise Agreement, it shall notify the Grantee in writing with reasonably specific details regarding the nature of the alleged noncompliance or default. Prior to issuing the written notice of noncompliance or default, the City shall make a good faith effort to contact the Grantee in an attempt to resolve the issue through good faith consultation in the ordinary course of business. The City delegates to the Cable Administrator the authority to make initial determinations regarding noncompliance with the Franchise Agreement and to issue written notice of any alleged violations. Unless otherwise agreed upon by the parties in writing, the Grantee shall have thirty (30) days from the date of the notice to cure the alleged noncompliance (the “Cure Period”). If the Grantee intends to cure the alleged noncompliance, but is unable to within the Cure Period, the Grantee may request an extension of the Cure Period (the “Extended Cure Period”), which shall not be unreasonably denied. The Extended Cure Period shall not exceed forty-five (45) days beyond the Cure Period. Provided the Grantee cures the alleged noncompliance within the Cure Period or any Extended Cure Period, the City agrees not to assess any liquidated damages for the alleged noncompliance.

9.2 Dispute Resolution. If either party asserts that the other party is in default in the performance of any obligation herein, the complaining party shall notify the other party of the default and desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within thirty (30) days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within thirty (30) days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this Franchise Agreement or for such other relief as may be permitted by law or equity.

9.3 Remedies for Non-Compliance. The Carver County District Court shall, without limitation, have all rights and remedies provided for herein or otherwise available under the law, including termination of the Franchise Agreement, and the assessment of liquidated damages.

a) Liquidated Damages.

- (1) Amounts of Liquidated Damages. Because the Grantee’s failure to comply with provisions of the Franchise Agreement will result in injury to the City in amounts that will be difficult to quantify with reasonable certainty, the City and the Grantee agree to the following Liquidated Damages for the following violations. These damages represent the parties' best estimate of the damages resulting from the specified injury and the Grantee acknowledges that the liquidated damages amounts herein are reasonable in light of the anticipated or actual harm caused by any breach or noncompliance of the Franchise. To the extent that the City elects to assess liquidated damages as provided in this Agreement, and such liquidated damages have been paid, such damages shall be the City’s sole and exclusive remedy for the specific violation for which the liquidated damages were imposed. Nothing in this section, however, shall preclude the City from exercising any other right or remedy with respect to a breach that continues past the time the city stops

assessing liquidated damages for such breach. Such damages shall not be a substitute for actual performance by the Grantee of a financial obligation, but shall be in addition to any such actual performance.

- (2) In the event the City assesses liquidated damages, the Grantee shall have thirty (30) days to pay the damages assessed. If the Grantee does not pay the damages assessed within thirty (30) days, the City in its sole discretion may collect the damages from the security prescribed in Section 5.1(k).
 - (3) The Grantee's obligation to pay the liquidated damages assessed shall be stayed pending resolution of judicial proceedings, but shall continue to accrue until and unless the violation has been cured.
 - (4) Nothing in this Section is intended to invalidate the Force Majeure provisions of Section 10.5.
- b) Liquidated damages shall be assessed commencing on the date Grantee received notice as provided for in Section 10.6 as follows:
- (1) For violation of applicable Subscriber service standards:
 - (A) For failure to maintain a local or toll-free call line consistent with Section 6.1: \$250 per day for each day or part thereof that such violation continues;
 - (B) For failure to operate available customer service centers and bill payment locations during normal business hours under Section 6.1: \$250 per day for each day or part thereof that such violation continues;
 - (C) For failure to answer Subscriber calls as required by Section 6.1 of the Franchise Agreement, in any calendar quarter where Grantee fails to meet the applicable standard and meets the standard at eighty (80) percent of the time under normal operating conditions or above, the Grantee shall pay the City \$2,000 each quarter; in any calendar quarter where the Grantee fails to meet the applicable standard and performs at less than eighty (80) percent of the time under normal operating conditions, the Grantee shall pay the City \$4,000 each quarter. Nothing in this Section is intended to increase or modify the Grantee's reporting requirements under the Franchise;
 - (D) For violations of Subscriber privacy pursuant to Section 5.1(t): an amount to be determined by the City, but not to exceed five thousand dollars (\$5,000) per event or occurrence, irrespective of the number of Subscribers affected;
 - (E) For failure to issue credits or refunds in a manner consistent with Section 6.3: \$50 per day for each day or part thereof that such violation continues;
 - (F) For failure to provide written information consistent with Section 6.5: \$50 per day for each day or part thereof that such violation continues;

- (G) For failure to provide written notice of changes in prices, channel locations or other items required by Section 6.6: \$50 per day for each day or part thereof that such violation continues;
 - (H) For failure to make certain information available for public inspection as required by Section 5.1(g): \$50 per day for each day or part thereof that such violation occurs;
 - (I) For any other failure of subscriber service standards: \$100 per day for each day or part thereof that such violation occurs; and
- (2) For violation of applicable operational standards:
- (A) For transfer of the Cable System without first seeking the City’s approval under Section 5.1(e) in a manner consistent with federal regulations: \$500 per day for each day or part thereof that such violation continues;
 - (B) For failure to supply PEG access channels required by Section 5.1(z): \$500 per day for each day or part thereof that such violation continues.
 - (C) For failure to maintain insurance under Section 5.1(j) or security under Section 5.1(k): \$250 per day for each day or part thereof that such violation occurs;
- (3) For violation of applicable technical standards:
- (A) For failure to bring the system into compliance with FCC technical standards within 45 days of identification of noncompliance in reports filed with the FCC pursuant to 47 C.F.R. §§ 76.601 – 76.617: \$500 per day for each day or part thereof that such violation continues.
- (4) For all other material violations of the Franchise: \$250 per day for each day or part thereof that such failure occurs or continues.

The City reserves the right to pursue any non-monetary remedy, including but not limited to injunctive relief, in addition to or in lieu of any remedy available under this section.

For purposes of this Section, “material violation” means any substantial failure of the Grantee to comply with the terms of this Franchise and any other rules, regulations, and standards incorporated herein. A material violation for the purpose of assessing liquidated damages shall be deemed to have occurred for each day following the expiration of the period specified in Section 9.1, that any material breach has not been cured by the Grantee, irrespective of the number of subscribers affected.

c) The collection of Liquidated Damages by the City shall in no respect affect:

- (1) Compensation owed to Subscribers; or

- (2) The Grantee's obligation to comply with the provisions of this Franchise Agreement or applicable law.
- d) Except as otherwise provided in Section 9.3, Liquidated Damages accrue from the date the City notifies the Grantee that there has been a violation.
- e) Relationship of Remedies.
 - (1) Non-Exclusivity of Remedies. Subject to applicable law and Section 9 of this Franchise Agreement, the remedies provided for in this Franchise Agreement, are cumulative and not exclusive, the exercise of one remedy shall not prevent the exercise of another remedy, or the exercise of any rights of the City at law or equity.
 - (2) No Election of Remedies. Without limitation, the recovery of amounts under the insurance, indemnity, bonding or Liquidated Damages provisions of this Franchise Agreement shall not be construed as a limit on the liability of the Grantee under the Franchise Agreement or an excuse of faithful performance of any obligation of the Grantee.
- f) Grantee shall not be relieved of its obligations to comply, promptly and completely, with any provision of the Franchise by reason of any failure of the City to promptly enforce compliance with this Franchise, nor does the City waive or limit any of its rights under this Franchise by reason of such failure or neglect.
- g) No cost to Grantee arising from a breach or violation of the Franchise shall be recovered from Subscribers, shall form the basis for any adjustment to Subscriber rates or other Subscriber charges or shall be offset against any sums due the City as a tax, Franchise Fee, or otherwise regardless of whether the combination of Franchise Fees and said costs exceeds five percent (5%) of Grantee's Gross Revenues in any twelve (12) month period.

Section 10. Miscellaneous Provisions

10.1 Work Performed by Others. All provisions of this Franchise Agreement shall apply to any subcontractor or others performing any work or services pursuant to the provisions of this Franchise.

10.2 Amendment of Franchise. Any amendment to this Franchise Agreement shall only be effective upon written acceptance by the Grantee. The City shall act pursuant to the provisions of this Franchise Agreement.

10.3 Severability. If any Section, provision, or clause of this Franchise is held by a court of competent jurisdiction to be invalid or unenforceable, or is preempted by federal or state laws or regulations, the remainder of this Franchise Agreement shall not be affected, except as is otherwise provided in this Franchise Agreement.

10.4 Choice of Forum. Any litigation between the City and the Grantee arising under or regarding this Franchise shall occur, if in the state courts, in Carver County District Court, and if in the federal courts, in the United States District Court for the District of Minnesota.

10.5 Force Majeure. The Grantee shall have no liability to City for penalties or damages, nor shall City have the right to terminate this Franchise as a result of any failure or delay of the Grantee to perform its obligations hereunder if such failure or delay is caused by factors beyond the control of the Grantee, including without limitation, war, civil disturbance, flood, or other act of God, laws, regulations, rules, or orders of any governmental agency, sabotage, or strikes. In the event that delay in performance or failure to perform affects only part of the Grantee's capacity to perform, then the Grantee shall perform to the extent it is reasonably able to do so. In correcting any causes of non-performance or delay, and in effecting any partial performance, the Grantee shall take all necessary corrective actions as expeditiously as possible without unduly endangering the health, safety, and integrity of the Grantee's employees or property, or the health, safety, and integrity of the public, the rights-of-way, public property, or private property.

10.6 Written Notice. Unless otherwise agreed to by the parties, any notice provided for under this Franchise shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party specifies in writing:

- a) Notices to Grantee shall be mailed to:
Mediacom Minnesota LLC
Attn: Legal Department
One Mediacom Way
Mediacom Park, NY 10918

With a copy to:
Mediacom Minnesota LLC
Attn: Regional Vice President
1504 2nd St SE
Waseca, MN 56093

- b) Notices to the City shall be mailed to:
- c) City of Norwood Young America
Attn: City Administrator
310 Elm St W PO
Box 59
Norwood Young America, MN 55368

With a copy to:
Rupp, Anderson, Squires & Waldspurger, P.A.
Attn: Jay Squires
333 S 7th St Suite 2800
Minneapolis, MN 55402

- d) The Grantee shall at all times keep the City advised as to which individual(s) are authorized to act on behalf of the Grantee and whose acts will be considered to bind the Grantee.

10.7 Periodic Evaluation. The field of cable communications is rapidly changing and may see many regulatory, technical, financial, marketing, and legal changes during the term of this Franchise Agreement. Therefore, in order to provide for a maximum degree of flexibility in this Franchise Agreement, and to help achieve a continued, advanced, and modern System, the following evaluation provisions shall apply:

- a) The City may require evaluation sessions at any time during the term of this Franchise, upon thirty (30) days written notice to the Grantee, provided, however, there shall not be more than one review session during each three (3) year period commencing on the Effective Date of this Franchise.
- b) All evaluation sessions shall be open to the public and notice of sessions published in the same was as a legal notice. The Grantee shall notify its Subscribers of all evaluation sessions by announcement on at least one Basic Service channel of the System between the hours of 7:00 p.m. and 9:00 p.m. for five consecutive days preceding each session.
- c) Topics which may be discussed at any evaluation session may include, but are not limited to, application of new technologies, System performance, programming offered, access channels, facilities and support, municipal uses of cable, customer complaints, amendments to this Franchise, judicial rulings, FCC rulings, line extension policies, and any other topics the City and the Grantee deem relevant.
- d) As a result of a periodic review or evaluation session, the City and the Grantee shall develop such changes and modifications to the terms and conditions of the Franchise, as are mutually agreed upon and which are both economically and technically feasible.

10.8 Rights Cumulative. All rights and remedies given to the City by this Franchise Agreement shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to the City, at law or in equity, and such rights and remedies shall not be exclusive, but each and every right and remedy specifically given by this Franchise Agreement or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by the City and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

10.9 Grantee Acknowledgement of Validity of Franchise. The Grantee acknowledges that it has had an opportunity to review the terms and conditions of this Franchise and that under current law the Grantee believes that said terms and conditions are not unreasonable or arbitrary, and that the Grantee believes the City has the power to make the terms and conditions contained in this Franchise Agreement.

10.10 Binding Acceptance. This Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors, and assigns.

10.11 Governing Law. This Franchise Agreement shall be governed in all respects by the law of the State of Minnesota.

10.12 Captions and References. The captions and headings of sections throughout this Agreement are intended solely to facilitate reading and reference to the Sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below.

MEDIACOM MINNESOTA LLC

Date: _____
Representative

CITY OF NORWOOD YOUNG AMERICA

Date: _____
Mayor

Date: _____
City Administrator



TO: Honorable Mayor Lagergren and City Council Members
FROM: Steven Helget, City Administrator
DATE: September 24, 2018
SUBJECT: Approve Abdo Eick & Meyers Service Contract

=====

The current 3-year contract the City has with Abdo Eick & Meyers will expire at the end of this year. Enclosed is a proposed new 3-year contract. For comparison purposes, the following are the current service fees:

<u>Year</u>	<u>City Audit</u>	<u>TIF Reports</u>	<u>Financial Plan Update</u>
2017	\$28,000	\$545/District	\$3,000

Suggested Motion:

Motion to approve the 3 year contract with Abdo Eick & Meyers, LLP.



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September 18, 2018

Honorable Mayor and Council
 City of Norwood Young America
 Norwood Young America, Minnesota

The following sets forth the engagement of our services for the certified audit of the accounts of the City of Norwood Young America, Minnesota (the City).

We will audit the financial statements of the City for the years ending December 31, 2018, 2019 and 2020 in accordance with auditing standards generally accepted in the United States of America. Our audit will include tests of the accounting records and other procedures we consider necessary to enable us to express an opinion that the financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that a material misstatement may exist and not be detected by us. In addition, an audit is not designed to detect errors, fraud, or other illegal acts that are immaterial to the financial statements. However, we will inform you of any material errors and any fraud that comes to our attention. We will also inform you of any other illegal acts that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later periods of which we are not engaged as auditors.

We will perform the auditing services discussed above for the calendar years 2018, 2019 and 2020. In addition, we will prepare the annual Tax Increment Financing reports, and annual financial plan update as outlined below. If at any time during this period the Council is dissatisfied with our services for any reason whatsoever, our services may be terminated by so informing us. Our Firm, however, shall be obligated at your continuing discretion to perform the audit services for the three-year period at the following fees:

<u>Year</u>	<u>OPEB</u>	<u>City Audit</u>	<u>TIF Reports</u>	<u>Financial Plan Update</u>
2018	\$ 1,000	\$ 28,800	\$550/District	\$ 3,500
2019	-0-	29,600	565/District	3,750
2020	-0-	30,500	580/District	4,000

- The additional amount in 2018 listed under OPEB is the implementation of the new government accounting standard number 75 issued by the Government Accounting Standards Board (GASB), referred to as GASB 75. This standard requires the City to report the Net OPEB liability (NOL), as calculated by an actuarial, on the government-wide Statement of Net Position as well as additional note disclosures. This requires a significant amount of time in the initial year of implementation to test and incorporate into the financial statements.
- Our fee for services quoted is a "not to exceed" fee. You will be billed at our normal per diem rates and in all cases will not exceed the schedule fees, which include out-of-pocket expenses.
- Our fee does not include additional audit services related to requirements a single audit if one would be required. Those fees would be discussed and agreed to prior to performing the services.
- Our fee includes the City audit, the Management Advisory Letter, and general consulting related to the audit.

It is our belief that the proposed three-year audit engagement is in the best interest of the City. Our Firm can provide the City with a three-year fee schedule to facilitate the budgeting process. Further, our ability to provide meaningful assistance through our Management Advisory Letter will improve with each year of continued audit involvement.

It is the policy of our Firm to issue a Management Advisory Letter. As independent auditors, we are in a position to acquire a detailed knowledge of client financial and administrative procedures; the Management Advisory Letter serves to summarize our recommendations toward improving the accounting and administrative controls, strengthening financial structure and developing a more efficient business operation.

Abdo, Eick & Meyers, LLP recognizes that its most important product is prompt and effective service of the highest quality. We will serve the City to its complete satisfaction and will apply the highest level of skills available in our firm to that end.

Sincerely,

ABDO, EICK & MEYERS, LLP
Certified Public Accountants & Consultants



Brad Falteysek, CPA
Governmental Services Partner

RESPONSE:

This letter correctly sets forth the understanding of the City of Norwood Young America.

Signature: _____
Mayor

Date: _____

Signature _____
City Administrator

Date: _____



TO: Honorable Mayor Lagergren and City Council Members
FROM: Tony Voigt, Public Service Director
DATE: September 24, 2018
RE: Approve Purchase of F350 Pickup Truck

Proposed is to replace the 2001 F350 4x4 this year with a 2019 F350 4x4 Crew cab. The truck is primarily used at the Wastewater Treatment Facility for transportation, service calls, and snow plowing. The truck would also be utilized for transporting multiple staff members to safety trainings and other functions outside the city and transport in 1 truck versus the 2-3 it takes currently. The 2001 truck has served the city well, but it is time to upgrade especially since the utility body on the back is rusted beyond use. The floor has been patched once and is starting to rust out again along with the bottoms of the compartments about to rust out as well. We will entertain trading the 2001 in on the 2019 or we may try to sell or auction it on our own. It's estimated the 2001 is worth between \$3,000 - \$5,000 in its current condition. I solicited from 3 dealerships and the prices are as follows:

Midway Ford:	\$37,255.94
Wolf Motors:	\$38,594.00
Waconia Ford:	\$39,361.23

We will also be fitting this new truck with a plow mount, tool boxes and strobe light mount from Crysteel. They have state bid pricing on all parts and labor and we would like to get the truck prepped there since the plow on the 2001 came from Crysteel. We will be reusing the current Boss Plow from the 2001 on the 2019 truck since it's still in good shape.

The total for parts and install from Crysteel: \$4,188.13

We budgeted \$45,000 in the 2018 capital replacement schedule for this vehicle.

Recommended Motion:

Motion to approve the purchase of a 2019 Ford F350 from Midway Ford in the amount of \$37,255.94 and to hire Crysteel Manufacturing to install the plow mount, tool boxes and strobe mount for \$4,188.13.

Norwood Young America



TO: Honorable Mayor Lagergren and City Council Members
FROM: Tony Voigt, Public Service Director
DATE: September 24, 2018
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Norwood Young America

Midway Ford Commercial
 Fleet and Government Sales
 2777 N. Snelling Ave.
 Roseville MN 55113



Travis Swanson
 651-343-5212
tswanson@rosevillemidwayford.com

Fax # 651-604-2936

2019 F350 4X4- Crew Cab- 6.75' Box

Standard

Automatic Transmission
 Dual Front Air Bags
 AM/FM Radio
 Tow Hitch
 Tilt Wheel

40/20/40 Vinyl Front Seat
 Standard Base Upholstery
 4-Wheel ABS Brakes
 Air Conditioning
 LT245/75r17 E All Season Tires

Front Tow Hooks
 Rubber Floor Covering
 Black Bumpers w/Rear Step
 Matching Full Size Spare Tire
 6.2L V8 E85

Options	Code	Price	Select	Exterior Colors	Code	Select
3.37 locking axle	X3E		359	Blue Jeans Metallic	N1	
LT275/17R18 BSW	TDX		152	Race Red	PQ	
Cloth 40/20/40	1		289	Caribou Metallic	LQ	
Power Equip Group	90L		1035	Shadow Black	G1	
Runnig boards	18B		409	Magnetic Metallic	J7	
Roof Lights	592		88	Ingot Silver Metallic	UX	
Bed Liner	85S		496	Oxford White	YZ	
Brake Controller	52B		270	Vermillion Red (\$747.00)	F1	747
Snow Plow Prep	473		171			
Outlet	43C		69	Extended Service Contracts	Cost	Select
Wheel Liners	61N		299	7 year/75,000 mile	\$2,570	
18" Wheels	64F		419	PremiumCare Warranty		
Switches	66S		152	(Bumper to Bumper)		
Backup Alarm	76C		128	Destination/Delivery		
XL Value package	96V		920			

TOTAL	5256
Base Price	Totals
6.2 Gas	\$29,564.84
Options Price Totals	\$5,256.00
Extended Warranty	
Transit Impr Excise Tax	\$20.00
Tax Exempt Lic	\$51.75
6.5% Sales Tax	\$2,263.35
Document fee	\$100.00
Sub total per vehicle	\$37,255.94
Number of Vehicles	1
Grand Total for all units	\$37,255.94

You must have a active FIN code to participate in this purchase contract : FIN code #

Purchase Order required prior to order placement

PO # _____

Name of Organization _____

Address _____

City, State, Zip _____

Contact Person/ Phone # _____

Contact's e-mail address and fax # _____

Acceptance Signature

Print Name and Title

Date



Wolf Motor Co., Inc.
600 West 2nd Street, Jordan, Minnesota, 553521218
Office: 952-492-2340

2019 F-350, SD Crew Cab
4x4 SD Crew Cab 6.75' box 160" WB SRW
XL(W3B)
Price Level: 920 Quote ID: nya2

Selected Options

Code	Description	MSRP	Invoice
Base Vehicle			
W3B	Base Vehicle Price (W3B)	\$40,725.00	\$38,485.00
Packages			
610A	Order Code 610A <i>Includes:</i> - Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel Flex-Fuel badge on fleet orders only. - Transmission: TorqShift 6-Speed Automatic (6R140) Includes SelectShift. - 3.73 Axle Ratio - GVWR: 10,500 lb Payload Package - Tires: LT245/75R17E BSW A/S (4) - Wheels: 17" Argent Painted Steel Includes painted hub covers/center ornaments. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar. - Radio: AM/FM Stereo Includes digital clock and 6 speakers.	N/C	N/C
Powertrain			
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel <i>Flex-Fuel badge on fleet orders only.</i>	STD	STD
44P	Transmission: TorqShift 6-Speed Automatic (6R140) <i>Includes SelectShift.</i>	STD	STD
X3E	Electronic-Locking w/3.73 Axle Ratio	\$390.00	\$359.00
NONGV3	GVWR: 11,300 lb Payload Package	Included	Included
Wheels & Tires			
TDX	Tires: LT275/70Rx18E BSW A/T (4) <i>Includes:</i> - GVWR: 11,300 lb Payload Package	\$165.00	\$152.00
64F	Wheels: 18" Argent Painted Steel <i>includes painted hub covers/center ornaments</i>	\$455.00	\$419.00
Seats & Seat Trim			
1	Cloth 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>	\$315.00	\$289.00
Other Options			

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Wolf Motor Co., Inc.
600 West 2nd Street, Jordan, Minnesota, 553521218
Office: 952-492-2340

2019 F-350, SD Crew Cab
4x4 SD Crew Cab 6.75' box 160" WB SRW
XL(W3B)
Price Level: 920 Quote ID: nya2

Selected Options (cont'd)

Code	Description	MSRP	Invoice
160WB	160" Wheelbase	STD	STD
96V	XL Value Package <i>Includes:</i> - 4.2" Center-Stack Screen - Radio: AM/FM Stereo/MP3 Player - Includes 6-speakers - SYNC Communications & Entertainment System - Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls. - Bright Chrome Hub Covers & Center Ornaments - Chrome Front Bumper - Chrome Rear Step Bumper - Steering Wheel-Mounted Cruise Control	\$1,000.00	\$920.00
90L	Power Equipment Group <i>Deletes passenger-side lock cylinder. Includes upgraded door trim panel.</i> <i>Includes:</i> - Accessory Delay - Trailer Tow Mirrors w/Power Heated Glass - Includes power heated glass, heated convex spotter mirror and integrated clearance lights and turn signal indicators. - Advanced Security Pack - Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors. - Power Locks - Power Tailgate Lock - Power Front & Rear Seat Windows - Includes 1-touch up/down driver/passenger window. - Remote Keyless Entry	\$1,125.00	\$1,035.00
52B	Trailer Brake Controller <i>Verified to be compatible with select electric over hydraulic brakes. Includes smart trailer tow connector.</i>	\$270.00	\$249.00
18B	Platform Running Boards	\$445.00	\$409.00
873	Rear CHMSL Camera <i>Display in center stack screen. Includes LED Center High-Mounted Stop Lamp (CHMSL) with cargo light and rear video camera.</i>	\$200.00	\$184.00
592	LED Roof Clearance Lights	\$95.00	\$88.00
85S	Tough Bed Spray-In Bedliner <i>Includes tailgate-guard, black box bed tie-down hooks and black bed attachment bolts.</i>	\$540.00	\$496.00
PAINT	Monotone Paint Application	STD	STD
43C	110V/400W Outlet REQUIRES Extra Extra Heavy-Duty Alternator (67E) when ordered with Upfitter Switches (66S) and Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B). <i>Includes 1 in-dash mounted outlet.</i> <i>Includes:</i> - Extra Heavy-Duty 200 Amp Alternator	\$75.00	\$69.00
66S	Upfitter Switches (6) REQUIRES Extra Extra Heavy-Duty Alternator (67E) when ordered with 110V/400W Outlet (43C) and Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B) and Gas engine (996); or Dual Alternators (67A) when ordered with 110V/400W Outlet (43C) and Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B) and Diesel engine (99T). <i>Located in overhead console.</i>	\$165.00	\$152.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Wolf Motor Co., Inc.
 600 West 2nd Street, Jordan, Minnesota, 553521218
 Office: 952-492-2340

2019 F-350, SD Crew Cab
 4x4 SD Crew Cab 6.75' box 160" WB SRW
 XL(W3B)
 Price Level: 920 Quote ID: nya2

Selected Options (cont'd)

Code	Description	MSRP	Invoice
585	Radio: AM/FM Stereo/MP3 Player <i>Includes 6-speakers. Includes: - SYNC Communications & Entertainment System Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.</i>	Included	Included
61N	Front & Rear Wheel Well Liners (Pre-Installed)	\$325.00	\$299.00
Emissions			
425	50-State Emissions System	STD	STD
Interior Colors			
1S_02	Medium Earth Gray	N/C	N/C
Primary Colors			
PQ_01	Race Red	N/C	N/C
SUBTOTAL		\$46,290.00	\$43,605.00
FDAF Assessment		\$0.00	\$694.35
Fuel Charge		\$0.00	\$0.00
Destination Charge		\$1,495.00	\$1,495.00
TOTAL		\$47,785.00	\$45,794.35

\$ 38,594

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

CNGP530

VEHICLE ORDER CONFIRMATION

09/20/18 12:03:52

Dealer: F58648

2019 F-SERIES SD

Page: 1 of 2

Order No: 8585 Priority: L3 Ord FIN: QM254 Order Type: 5B Price Level: 930
Ord PEP: 610A Cust/Flt Name: NORWOOD PO Number:

	RETAIL		RETAIL
W3B F350 4X4CREW/CS	\$40725	17F XL DECOR PKG	NC
160" WHEELBASE		18B PLAT RUNNING BD	445
E4 VERMILLION RED	660	11300# GVWR PKG	
1 CLTH 40/20/40	315	425 50 STATE EMISS	NC
S MEDIUM EARTH GR		43C 110V/400W OUTLT	175
610A PREF EQUIP PKG		473 SNOW PLOW PKG	185
.XL TRIM		512 SPARE TIRE/WHL2	NC
.TRAILER TOW PKG		52B BRAKE CONTROLLER	270
572 .AIR CONDITIONER	NC		
996 .6.2L EFI V8 ENG	NC	TOTAL BASE AND OPTIONS	48825
44P 6-SPD AUTOMATIC	NC	TOTAL	48825
TDX LT275/70BSWAT18	265		
X3E 3.73 ELOCKING	390		
90L PWR EQUIP GROUP	1125		
JOB #1 BUILD			

* MORE ORDER INFO NEXT PAGE *

QC09814

Sale price for
City of Norwood Young America

\$36,792 + TTL

2391.48 tax

77.75 lic.

100.00 Doc. fees

\$39361.23

This price is based on Ford Motor Company's Price level #930.
If an order is not placed quickly, the price level may change
and so will the quoted price.

Mike Keaveny
Waconia Ford

9/20/18 111

CNGP530

VEHICLE ORDER CONFIRMATION

09/20/18 12:04:01

==>

Dealer: F58648

2019 F-SERIES SD

Page: 2 of 2

Order No: 8585 Priority: L3 Ord FIN: QM254 Order Type: 5B Price Level: 930

Ord PEP: 610A Cust/Flt Name: NORWOOD PO Number:

RETAIL

RETAIL

TELE TT MIR-PWR
 59H HI MNT STOP LMP NC
 592 ROOF CLEAR LGTS 95
 JACK
 61N WHL WLL LNR F&R 325
 64F STEEL WHLS-18" 455
 66S UPFITTER SWTCH 165
 67E XTR XTR HD ALT NC
 76C EX BACKUP ALARM 140
 85S TOUGH BED 595
 96V XL VALUE PKG 1000

B4A NC
 DEST AND DELIV 1495
 TOTAL BASE AND OPTIONS 48825
 TOTAL 48825
 THIS IS NOT AN INVOICE

.CRUISE CONTROL
 .AMFM/MP3/CLK
 .SYNC SYSTEM

\DJ

F7=Prev

F3/F12=Veh Ord Menu

F1=Help

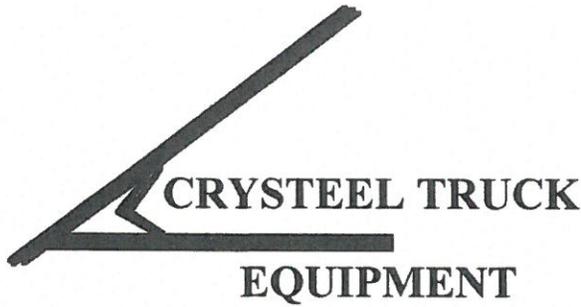
F2=Return to Order

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC09814



507-726-6041
800-722-0588
507-726-2984 FAX

52248 EMBER ROAD
P.O. BOX 733
LAKE CRYSTAL, MN. 56055-0733

July 6, 2018

Tony Voigt
City of Norwood Young America
310 Elm St West
P.O. Box 59
Norwood Young America, MN 55368

Phone: 952-467-1830 Cell: 320-761-5008
E-mail: tvoigt@cityofnYA.com

ATTN: Tony

We are pleased to quote the following equipment for your consideration. The equipment would be installed on a 2019 Ford F-350 single rear wheel pick up with a 6-1/2' box.

1-UNIT

New truck portion of Boss plow hitch and Smart Touch in cab control, all equipment needed so his used plow can be hooked up to the new truck, installed on truck chassis

The used plow is installed on a 2002 Ford F-350

TOTAL PRICE OF ALL EQUIPMENT

\$928.88

TOTAL LABOR TO INSTALL ALL EQUIPMENT

\$456.75

REFERENCE: COOPERATIVE PURCHASE OF EQUIPMENT FROM STATE OF MINNESOTA

CONTRACT NO: 135841

RELEASE NO: T-765(5)

CONTRACT PERIOD: November 01, 2017 through September 30, 2018

EXTENSION OPTION: Up to 48 months

1-UNIT

STATE COOPERATIVE PRICING

ITEM#	DESCRIPTION	PRICING
11.0	<u>STORAGE BOXES AND OPTIONS</u>	

Make	Weather Guard Products
Warranty	1 year
Date & I.D. of Price List	9/5/2017
Discount to be applied to Price List	15%
Installation of storage box and/or option as per MN DOT spec 8.0	See Below

Delivery
SEE SPECIAL TERMS AND CONDITIONS - NO FLAT RATE ALLOWED

Delivery Starting Point Address	Crystal Lake, IL
Price per loaded mile for delivery	60014
Delivery Time Frame in calendar days ARO	\$2.75

CITY OF NORWOOD YOUNG AMERICA-PLOW PORTION OF BOSS HITCH-2018
 STATE BIDS 763 & 765-BACK RACK-STROBE LIGHTS-TOOL BOXES

Shop Rate per Hour

Shop Rate for Mechanical work
 Body Shop Rate

\$75.00
\$75.00

Lo-Side Boxes Aluminum	178-0-01	DS ALUM LOW PROFILE SIDE BOX	\$722.40
Lo-Side Boxes Aluminum	179-0-01	PS ALUM LOW PROFILE SIDE BOX	\$722.40
Total for (2) Weather Guard Tool Boxes Not Installed			\$1,444.80
State Bid Discount			X.85
Total for (2) Weather Guard Tool Boxes Not Installed with State Bid Discount			\$1,228.08
Installation of (2) Weather Guard Lo Side Tool Boxes @ \$75.00 Per Hour			\$ 304.50

REFERENCE: COOPERATIVE PURCHASE OF EQUIPMENT FROM STATE OF MINNESOTA TRUCK LIGHT DUTY, COMPONENTS, AND OPTIONS(INCLUDEING SNOW PLOWS, SANDERS, LIFTGATES, TOPPERS, HITCHES, RACKS, BINS, TOOL BOXES, ETC.)

CONTRACT NO: 73055

RELEASE NO: T-763(5)

CONTRACT PERIOD: January 8, 2014 Through February 28, 2019

EXTENSION OPTION: Up to 10 Months

1-UNIT

STATE COOPERATIVE PRICING

ITEM#	DESCRIPTION	PRICING
-------	-------------	---------

Backrack Options:

FORD FRAMES		
Frame-Backrack 15018	HW Kit Required--30221	\$132.17
FORD HARDWARE KITS		
Standard No Drill 30221	2017-Aluminum Superduty	\$83.88

Backrack Light Mount & Other Options:

91001 Light Brkt, 10-1/2" Base, Drivers Side		\$33.04
91003 Light Brkt, 10-1/2" Base, Passenger Side		\$33.04

Installation of above light brackets **\$38.06**

Installation of above Back Racks & Hardware Kit **\$76.13**

NCI (2) Whelen L31HAF amber LED strobe light installed (1) on each light bracket and wired to an in cab switch **\$ 873.60**

TOTAL INSTALLED PRICE LESS TAX FOB LAKE CRYSTAL **\$4,188.13**

CITY OF NORWOOD YOUNG AMERICA-PLOW PORTION OF BOSS HITCH-2018
STATE BIDS 763 & 765-BACK RACK-STROBE LIGHTS-TOOL BOXES

OPTIONS: QUOTED INSTALLED LESS TAX

91002REC Light Brkt, 16" x 7" Base, Center Mount	\$33.04
NCI Whelen Mini Century Series LED amber strobe light Model MC16PA Installed on light bracket and wired to an in cab switch	\$524.96

NOTE: Installation cost is quoted for a cab and chassis with a clean frame. No moving or altering of any truck chassis item is included in this quote. Any chassis item that needed to be moved or altered for the proper installation of the equipment quoted will be billed at time and/or material.

Quote submitted by;

Bob Chicos, Josh Miller & Gary Brandenburg
Crysteel Truck Equipment, Inc.

Advertisement

2001 Ford F350 Super Duty Regular Cab Pricing Report



Style: Long Bed
Mileage: 73,000

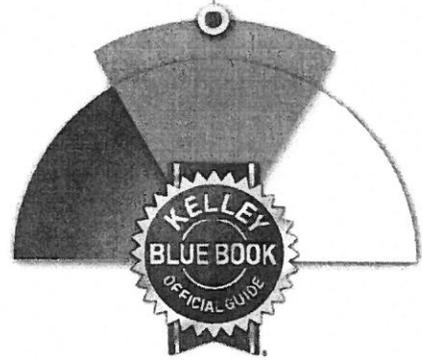
Vehicle Highlights

Fuel Economy: N/A	Max Seating: 3
Doors: 2	Engine: V10, 6.8 Liter
Drivetrain: 4WD	Transmission: Automatic
EPA Class: Standard Pickup Trucks	Body Style: Pickup
Country of Origin: United States	Country of Assembly: United States

Trade In To a Dealer

Trade-in Range
\$1,838 - \$4,083
Trade-in Value
\$2,961

less reconditioning



Valid for ZIP Code 55387 through 09/20/2018

Your Configured Options

Our pre-selected options, based on typical equipment for this car.

✓ Options that you added while configuring this car.

Engine

✓ V10, 6.8 Liter

Transmission

Automatic

Drivetrain

4WD

Accessory Packages

✓ XL

Braking and Traction

ABS (4-Wheel)

Comfort and Convenience

✓ Air Conditioning

Steering

Power Steering

✓ Tilt Wheel

Entertainment and Instrumentation

AM/FM Stereo

Safety and Security

Dual Air Bags

Exterior

✓ Running Boards

✓ Utility

Exterior Color

✓ Red

Glossary of Terms

Kelley Blue Book® Trade-in Value - This is the amount you can expect to receive when you trade in your car to a dealer. This value is determined based on the style, condition, mileage and options indicated.

Trade-In Range - The Trade-In Range is Kelley Blue Book's estimate of what you can reasonably expect to receive this week based on the style, condition, mileage and options of your vehicle when you trade it in to a dealer. However, every dealer is different and values are not guaranteed.

Tip:

It's crucial to know your car's true condition when you sell it, so that you can price it appropriately. Consider having your mechanic give you an objective report.

Advertisement

2001 Ford F350 Super Duty Regular Cab Pricing Report

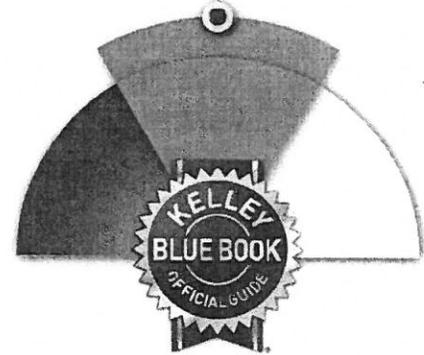


Style: Long Bed
Mileage: 73,000

Sell To Private Party

Private Party Range
\$2,766 - \$5,687

Private Party Value
\$4,227



Valid for ZIP Code 55387 through 09/20/2018

Vehicle Highlights

Fuel Economy: N/A	Max Seating: 3
Doors: 2	Engine: V10, 6.8 Liter
Drivetrain: 4WD	Transmission: Automatic
EPA Class: Standard Pickup Trucks	Body Style: Pickup
Country of Origin: United States	Country of Assembly: United States

Your Configured Options

Our pre-selected options, based on typical equipment for this car.

✓ Options that you added while configuring this car.

Engine

✓ V10, 6.8 Liter

Transmission

Automatic

Drivetrain

4WD

Accessory Packages

✓ XL

Braking and Traction

ABS (4-Wheel)

Comfort and Convenience

✓ Air Conditioning

Steering

Power Steering

✓ Tilt Wheel

Entertainment and Instrumentation

AM/FM Stereo

Safety and Security

Dual Air Bags

Exterior

✓ Running Boards

✓ Utility

Exterior Color

✓ Red

Glossary of Terms

Kelley Blue Book® Trade-In Value - This is the amount you can expect to receive when you trade in your car to a dealer. This value is determined based on the style, condition, mileage and options indicated.

Trade-In Range - The Trade-In Range is Kelley Blue Book's estimate of what you can reasonably expect to receive this week based on the style, condition, mileage and options of your vehicle when you trade it in to a dealer. However, every dealer is different and values are not guaranteed.

Kelley Blue Book® Private Party Value - This is the starting point for negotiation of a used-car sale between a private buyer and seller. This is an "as is" value that does not include any warranties. The final price depends on the car's actual condition and local market factors.

Tip:

It's crucial to know your car's true condition when you sell it, so that you can price it appropriately. Consider having your mechanic give you an objective report.



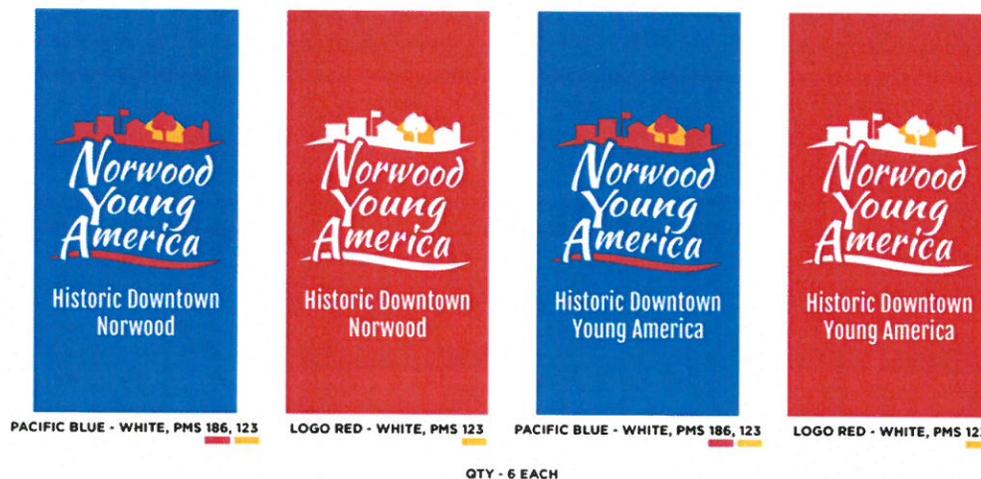
DATE: September 24, 2018
MEMO TO: Mayor Lagergren and Council; City Administrator Helget
FROM: Holly J. Kreft, Economic Development Coordinator
RE: Agenda Item: Downtown Banners and Brackets

Background:

As part of the joint meetings for the downtowns redevelopment, the EDC was tasked with researching and recommending options for banners for the downtowns. The EDC has reviewed a number of options and recommended the following:

- Banners that incorporated the new logo
- Banners that reflected existing colors from Stiftungsfest
- Banners that were made of Sunbrella material to be long-lasting
- Banners only on the decorative streetlights
- Banners smaller than the existing to reduce costs and be more in scale to the light poles
- Brackets that can be easily adjusted

Based on these criteria, quotes were solicited from Temple Display and CD Products. CD Products was unable to provide banners in Sunbrella material. Below are the designs selected.



Attached is the quote from Temple Display based on 16 banners in Norwood and 12 in Young America using the existing decorative light poles. It also includes 24 new brackets since there are only four light poles that have brackets. Those existing brackets will be reused.

The EDC recommended purchase of the banners and brackets utilizing 2018 EDC budget funds including the current budget for banners plus the MnCAR expo registration costs.

Suggested Motion:

A MOTION to authorize staff to purchase 28 banners and 24 brackets from Temple Display at a cost of \$4,560.00



Temple Display, Ltd.
 114-C Kirkland Circle
 Oswego, IL 60543
 Phone 630-851-3331
 Fax 630-851-4144

SALES ORDER

Sales Order # TDLQ29636
Date 9/11/2018
Sales Rep. Dawn Franz

Sold To:

City of Norwood Young America
 Jo Foust
 Municipal Development Group, Inc.
 25562 Willow Lane
 New Prague, MN 56071

Ship To:

City of Norwood Young America
 Jo Foust
 Municipal Development Group, Inc.
 25562 Willow Lane
 New Prague, MN 56071

Best Way / ASAP

P.O.#	Ship Via/Date:	Terms:	NET 30	Shipping:	Prepay & Add
Qty	Part No.	Description	Unit Price	Ext. Price	
8	Custom-MA	18" x 36" Custom Marine Acrylic Banners with "Historic Downtown Norwood" - BLUE - 3 ink	\$120.00	\$960.00	
8	Custom-MA	18" x 36" Custom Marine Acrylic Banners with "Historic Downtown Norwood" - RED - 2 ink	\$120.00	\$960.00	
6	Custom-MA	18" x 36" Custom Marine Acrylic Banners with "Historic Downtown Young America" - BLUE - 3 ink	\$120.00	\$720.00	
6	Custom-MA	18" x 36" Custom Marine Acrylic Banners with "Historic Downtown Young America" - RED - 2 ink	\$120.00	\$720.00	
24	Fibreflex LL	Bracket for Low Level Poles - Designed specifically for use on low level decorative lamp post using banners 18" x 45" and smaller. The back of the aluminum base is channel shaped to fit into grooves of fluted lamp posts.	\$50.00	\$1,200.00	
				SubTotal	\$4,560.00
				Sales Tax	\$0.00
				Estimated Shipping Charges	
				Total	\$4,560.00

Authorized Signature _____ Jo Foust

Actual Shipping Charges will be Charged

All Holiday Decorations are Copyrighted and cannot be duplicated.

Claims must be made within 5 days of receipt of goods. This order subject to acceptance from home office. Sales tax where applicable. Interest charges applicable on overdue accounts. Cancellations subject to sellers consent. FOB Factory.



TO: Honorable Mayor Lagergren and City Council Members
FROM: Steven Helget, City Administrator
DATE: September 24, 2018
SUBJECT: Approve Oak Grove 2018-2019 Snow Removal Service Prices

=====

The Carver County CDA is requesting snow removal proposals for the 2018-19 winter season at Oak Grove. Last winter season was the first year the City provided the snow removal service at Oak Grove. Enclosed is the pricing the City set and contracted with the CDA last year. Staff recommends increasing the flat fee from \$60.00 to \$70.00 and the parking lot salting/sanding fee from \$65.00 to \$70.00. Proposed is keep the other prices the same as last year.

Also enclosed is the Scope of Work and Bid Form for Snow Removal Services at Oak Grove as provide by the CDA.

Suggested Motion:

Motion to approve the Oak Grove property snow removal pricing for the 2018-2019 winter season to include the changes as discussed.



TO: Honorable Mayor Lagergren and City Council Members
FROM: Steven Helget, City Administrator
DATE: September 24, 2018
SUBJECT: Work Session – Review Carver County 2040 Comprehensive Plan

=====

Per Minnesota Statute §473.858 Subd. 2 and the Metropolitan Council, Carver County is submitting their 2040 Comprehensive Plan update for the City's review. The County is requesting the City send any comments by November 2, 2018. Enclosed is the County's proposed Comprehensive Plan update.



TO: Honorable Mayor Lagergren and City Council Members
FROM: Steven Helget, City Administrator
DATE: September 24, 2018
SUBJECT: Approve Oak Grove 2018-2019 Snow Removal Service Prices

The Carver County CDA is requesting snow removal proposals for the 2018-19 winter season at Oak Grove. Last winter season was the first year the City provided the snow removal service at Oak Grove. Enclosed is the pricing the City set and contracted with the CDA last year. Staff recommends increasing the flat fee from \$60.00 to \$70.00 and the parking lot salting/sanding fee from \$65.00 to \$70.00. Proposed is keep the other prices the same as last year.

Also enclosed is the Scope of Work and Bid Form for Snow Removal Services at Oak Grove as provide by the CDA.

Suggested Motion:

Motion to approve the Oak Grove property snow removal pricing for the 2018-2019 winter season to include the changes as discussed.

Attachment A-Pricing

Proposed Costs: The undersigned offers and agrees, if this Bid is accepted within thirty (30) calendar days, to the following unit pricing:

DESCRIPTION	PROPOSED UNIT COST
Plowing parking lot and drive areas If you charge by inches, please indicate range below and amounts in unit cost:	Per parking lot \$60.00 – Flat Fee
<u>1½ to 2 inches</u>	<u>\$130.00</u>
<u>2 to 6 inches</u>	<u>\$175.00</u>
<u>6 to 10 inches</u>	<u>\$235.00</u>
<u>10+ inches</u>	<u>\$375.00</u>
Sidewalks – snow removal	Per hour \$110.00
Salt/sanding – parking lot	Per parking lot \$65.00
Salt/sanding – sidewalks	Per hour \$50.00
Bobcat, if necessary	Per hour \$90.00
Dump truck – snow removal, if necessary	Per hour \$70.00
Loader, if necessary	Per hour \$150.00

- Note:**
- a. Hourly rates shall include labor, taxes, fees and other support costs.
 - b. The bid is not valid unless pricing is submitted for each item.

Submitted by (business name/address/phone/fax):

City of Norwood Young America
310 Elm St., P.O. Box 59
Norwood Young America, MN 55368
952-467-7800

By: Carol Lagergren
 Signature

Carol Lagergren
 Print Name

11/13/17
 Date





ATTENDEES: Carol Lagergren, Craig Heher, Mike McPadden, Dick Stolz, Charlie Storms

STAFF: City Administrator Steve Helget, City Clerk/Treasurer Kelly Hayes, Public Services Director Tony Voigt, Consultant Cynthia Smith-Strack

OTHERS: Alvera Clark, Michael Clark, Larry Panning

1. Call Meeting of Economic Development Authority to Order

1.1 Pledge of Allegiance

Meeting was called to order by President Lagergren at 6:14pm.

2. Approve Agenda

2.1 Approve minutes of July 23, 2018 meeting

Motion: MM/CH to approve the agenda. Vote 5 - 0. Motion carried.

Motion: CH/MM to approve the minutes. Vote 5 - 0. Motion carried.

3. Adjournment

Motion: MM/CH to adjourn at 6:16pm. Vote 5 - 0. Motion carried.

Respectfully Submitted:

Carol Lagergren, Mayor

Kelly Hayes, City Clerk / Treasurer



EDA MINUTES

September 10, 2018 – 6:00 p.m.

Attendees: Craig Heher, Mike McPadden, Dick Stolz, Charlie Storms

Absent: Carol Lagergren

Staff: Steve Helget, Kelly Hayes, Tony Voigt

1. Call Meeting of Economic Development Authority to Order

1.1 Pledge of Allegiance

Meeting was called to order by Acting Mayor Stolz at 6:00pm.

2. Approve Agenda

Motion MM/CH to approve the agenda. Vote 4 – 0. Motion carried.

3. New Business

3.1 Resolution 1808 - Authorize Special Benefit Levy

The EDA is permitted to levy and collect a special benefit property tax of up to .0185% of the City's taxable market value under the HRA Act. This special levy would bring in approximately \$51,272 in revenues into the debt service fund.

Motion: MM/CH to approve Resolution 1808, approving the levy of a special benefit levy pursuant to MN Statutes, Section 469.033, Subdivision 6 by the Norwood Young America Economic Development Authority. Vote 4 – 0. Motion carried.

4. Adjournment

Motion: MM/CH to adjourn at 6:02pm. Vote 4 – 0. Motion carried.

Respectfully Submitted:

Kelly Hayes, City Clerk / Treasurer

Carol Lagergren, Mayor



Attendees: Craig Heher, Mike McPadden, Dick Stolz, Charlie Storms

Absent: Carol Lagergren

Staff: Steve Helget, Kelly Hayes, Tony Voigt

1. Call Meeting of City Council to Order

1.1 Pledge of Allegiance

Meeting was called to order by Acting Mayor Stolz at 6:02pm.

2. Approve Agenda

Motion: MM/CH to approve the agenda. Vote 4 – 0. Motion carried.

3. Introductions, Presentations, Proclamations, Awards, and Public Comment

3a. Representative Jim Nash – had car troubles and was unable to make it to the meeting.

4. Consent Agenda

4.1 Approve minutes of August 27, 2018 meetings

4.2 Approve payment of Claims

Motion: MM/CS to approve the consent agenda. Vote 4 – 0. Motion carried.

5. Public Hearings

5.1 Ordinance No. 307, Amending Chapter 2, adding Section 261, Restriction on use of City Official Seals and Logos
The purpose of this ordinance is to restrict people from using the City logo without the City's consent. There was no public comment.

Motion: CH/MM to close the public hearing. Vote 4 – 0. Motion carried.

6. Old Business - none

7. New Business

7.1 Adopt No. 307, Amending Chapter 2 by adding Section 261, Restriction on use of City Official Seals and Logos

Motion: MM/CH to adopt Ordinance No. 307, an ordinance adding a new section 261 to the City Code relating to the restriction on use of the City of Norwood young America official seals and logos. Vote 4 – 0. Motion carried.

7.2 Approve 2018-29 - Special Benefit Levy

Motion: CH/CS to approve Resolution 2018-19, approving the levy of a special benefits levy pursuant to MN Statutes. Section 469.033, subdivision 6 by the Norwood Young America Economic Development. Vote 4 – 0. Motion carried.

7.3 Approve Resolution 2018-30 - Approving 2018 Preliminary Property Tax Levy; Resolution 2018-31 - Approving 2019 Preliminary Budget; Schedule Truth In Taxation Public Hearing

Motion: CS/CS/CH to approve Resolution 2018-30, A Resolution Adopting A Year 2018 Preliminary Property Tax Levy for the City of Norwood Young America For Collection in 2019. All in favor, motion carried.

Motion: MM/CS to approve Resolution 2018-31, A Resolution Adopting the 2019 Preliminary General Fund Operating Budget for the City of Norwood Young America. Vote 4 – 0. Motion carried.

Motion: CH/CS to schedule the Truth In Taxation public hearing on the 2019 Property Tax Levy and Budget for 6:00 p.m., December 10, 2018. Vote 4 – 0. Motion carried.

7.4 Schedule Public Hearing to consider amendment to Chapter 2 of the City Code regarding Mayor and City Council Salaries

Motion: CS/MM to schedule a public hearing for 6:00pm, October 8, 2018, for the purpose of considering an increase in the Mayor and City Council salaries. Vote 4 – 0. Motion carried.

7.5 Approve Hiring of Bus Drivers

Personnel Committee interviewed four applicants for the bus driver position. Prior to the council meeting, one driver that was going to be hired decided to pull his application.

Motion: CH/MM to approve hiring Peggy Hopf effective immediately at Pay Grade 5, Step 9. Vote 4 – 0. Motion carried.

7.6 Award concrete quote for Monument Signs

Final cost of the monument entrance signs came to \$70,341.59. \$50,000 was budgeted for the project. SH had some recommendation of where to cut expenses to cover the overage.

Motion: MM/CH to award the concrete job for the monument signs to Hard Stuff Masonry and Concrete for \$18,969.00. Vote 4 – 0. Motion carried.

7.7 Approve Reschedule City Council Meetings

There are two upcoming council meetings that fall on the same day as the office being closed for a holiday: Veteran's Day and Christmas Eve.

Motion: CH/CS to reschedule the November 12, 2018 City Council meeting to Tuesday, November 13, 2018. Vote 4 – 0. Motion carried.

Motion: CH/MM to reschedule the December 24, 2018 City Council meeting to Wednesday, December 26, 2018. Vote 4 – 0. Motion carried.

7.8 Approve Removal of Old Skating Rink Warming House at South Park

Due to the floor boards being in very bad shape, Tony Voigt is recommending demolishing the old warming house instead of trying to sell it.

Motion: CS/CH to demo and dispose the old warming house at South Park once the new warming house is completed and ready to place. Vote 4 – 0. Motion carried.

7.9 Approve purchase of Utility Vehicle

Motion: CS/MM to purchase a 3400 Bobcat Utility Vehicle from Lano Equipment for \$16,550. Vote 4 – 0. Motion carried.

8. Council Member & Mayor Reports

CH – Planning Commission is scheduling a public hearing regarding fences. CUP audit are almost completed.

MM – none

CS – none

DS – none

UPCOMING MEETINGS / EVENTS

September 12 Economic Development Commission – 6:30 p.m.

September 18 Parks and Recreation Commission – 5:30 p.m.

September 19 Joint Meeting – City Council, EDC, Planning Commission, and Chamber of Commerce Board – 6:00 p.m.

September 20 Senior Advisory Committee – 9:00 a.m.

September 24 Work Session, EDA, City Council – 6:00 p.m.

October 2 Planning Commission – 6:00 p.m.

October 8 Personnel Committee – 5:00 p.m.

October 8 City Council – 6:00 p.m.

9. Adjournment

Motion: MM/CS to adjourn at 6:46pm. Vote 4 – 0. Motion carried.

Respectfully Submitted:

Kelly Hayes, City Clerk / Treasurer

Carol Lagergren, Mayor



VOUCHER LIST / CLAIMS ROSTER
and CHECK SEQUENCE

To Be Approved: September 24, 2018

ITEM	CHECK #		
Payroll 9/6/18	EFT	\$	15,436.90
Claims Pending Payment	28489-28529	\$	52,073.61
		\$	<u>67,510.51</u>
TOTAL		\$	67,510.51

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SEPTEMBER 2018

		Check Amt	Invoice	Comment
10100 CHECKING				
Paid Chk#	028489	9/24/2018	ALL TRAFFIC SOLUTIONS	
E 101-43100-223	Repair/Maintenance Bldg/Ground	\$797.50	SIN021143	
Total ALL TRAFFIC SOLUTIONS		\$797.50		
Paid Chk#	028490	9/24/2018	AMERICAN LEAK DETECTION	
E 101-49860-223	Repair/Maintenance Bldg/Ground	\$600.00	21873	WWTP BOILER
Total AMERICAN LEAK DETECTION		\$600.00		
Paid Chk#	028491	9/24/2018	ANCOMCOMMUNICATIONS, INC.	
E 101-42200-323	Radio Units	\$240.00	81676	
Total ANCOMCOMMUNICATIONS, INC.		\$240.00		
Paid Chk#	028492	9/24/2018	BRADLEY SECURITY	
E 101-45200-223	Repair/Maintenance Bldg/Ground	\$284.00	15310	
Total BRADLEY SECURITY		\$284.00		
Paid Chk#	028493	9/24/2018	CARDMEMBER SERVICE	
E 101-41320-350	Print/Publishing/Postage	\$6.70	090618	
E 101-41400-433	Dues and Subscriptions	\$15.17	090618	
E 101-41410-331	Travel/Meeting Expense	\$22.51	090618	
E 101-43100-210	Operating Supplies	\$9.95	090618	
E 101-43100-210	Operating Supplies	\$40.95	090618	
E 101-41110-433	Dues and Subscriptions	\$25.00	090618	
E 101-41410-430	Miscellaneous	\$25.33	090618	
E 101-41400-200	Office Supplies	\$552.49	090618	
E 101-49860-251	Concessions	\$61.98	090618	
E 101-42200-210	Operating Supplies	\$539.98	090618	
E 601-49400-207	Training Instructional	\$250.00	090618	
E 602-49450-207	Training Instructional	\$250.00	090618	
E 602-49450-210	Operating Supplies	\$103.55	090618	
E 101-43100-207	Training Instructional	\$125.00	090618	
E 101-43100-210	Operating Supplies	\$89.71	090618	
E 101-43100-221	Repair/Maintenance Equipment	\$396.53	090618	
E 101-41410-430	Miscellaneous	\$12.43	090618	
Total CARDMEMBER SERVICE		\$2,527.28		
Paid Chk#	028494	9/24/2018	CARQUEST AUTO PARTS	
E 601-49400-221	Repair/Maintenance Equipment	\$85.37	5927-173077	
E 602-49450-221	Repair/Maintenance Equipment	\$85.37	5927-173077	
E 101-43100-221	Repair/Maintenance Equipment	\$16.33	5927-173379	
E 602-49450-221	Repair/Maintenance Equipment	\$83.86	5927-173850	
Total CARQUEST AUTO PARTS		\$270.93		
Paid Chk#	028495	9/24/2018	CENTER POINT	
E 101-41940-383	Gas Utilities	\$40.75	090718	
E 101-45500-383	Gas Utilities	\$16.98	090718	
E 601-49400-383	Gas Utilities	\$74.56	090718	

CITY OF NORWOOD YOUNG AMERICA

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			Check Amt	Invoice	Comment
E 602-49450-383	Gas Utilities		\$18.17	090718	
	Total CENTER POINT		\$150.46		
Paid Chk# 028496	9/24/2018	CITIZEN STATE BANK HSA ACCTS			
G 101-21718	HSA ACCOUNT		\$1,166.66	SEPT 2018	
	Total CITIZEN STATE BANK HSA ACCTS		\$1,166.66		
Paid Chk# 028497	9/24/2018	DAMMANN SEED SALES			
E 101-45200-223	Repair/Maintenance Bldg/Ground		\$180.00	5624	
	Total DAMMANN SEED SALES		\$180.00		
Paid Chk# 028498	9/24/2018	DELTA DENTAL			
G 101-21714	Dental Insurance		\$1,106.85	7414890	
	Total DELTA DENTAL		\$1,106.85		
Paid Chk# 028499	9/24/2018	GALL S, INC.			
E 101-42200-417	Uniform		\$294.00	010423049	
	Total GALL S, INC.		\$294.00		
Paid Chk# 028500	9/24/2018	HAYES, KELLY			
E 101-41410-331	Travel/Meeting Expense		\$140.17	092018	
E 101-41400-331	Travel/Meeting Expense		\$44.94	092018	
	Total HAYES, KELLY		\$185.11		
Paid Chk# 028501	9/24/2018	HD SUPPLY WATERWORKS			
E 601-49400-229	Water Meters		\$1,430.24	J460184	
	Total HD SUPPLY WATERWORKS		\$1,430.24		
Paid Chk# 028502	9/24/2018	HEALTH PARTNERS			
G 101-21706	Hospitalization/Medical Ins		\$9,869.14	83977588	
	Total HEALTH PARTNERS		\$9,869.14		
Paid Chk# 028503	9/24/2018	HEDTKE, CHERYL			
E 831-45250-470	Donation Expense		\$86.27	082918	
	Total HEDTKE, CHERYL		\$86.27		
Paid Chk# 028504	9/24/2018	HOPE HAVEN			
E 101-43100-226	Signs		\$336.75	CI-001560	
	Total HOPE HAVEN		\$336.75		
Paid Chk# 028505	9/24/2018	J.P.COOKE CO			
E 101-42700-210	Operating Supplies		\$52.66	528399	
	Total J.P.COOKE CO		\$52.66		
Paid Chk# 028506	9/24/2018	KLEINBANK			
G 101-21718	HSA ACCOUNT		\$1,293.33	SEPT 2018	
	Total KLEINBANK		\$1,293.33		
Paid Chk# 028507	9/24/2018	KWIK TRIP INC.			

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SEPTEMBER 2018

		Check Amt	Invoice	Comment
E 101-43100-212	Motor Fuels	\$22.88	083118	
E 101-45200-212	Motor Fuels	\$5.02	083118	
Total KWIK TRIP INC.		\$27.90		
<hr/>				
Paid Chk#	028508	9/24/2018	LANO EQUIPMENT	
E 602-49450-223	Repair/Maintenance Bldg/Ground	\$19.08	26512	
E 101-43100-221	Repair/Maintenance Equipment	\$25.90	26515	
Total LANO EQUIPMENT		\$44.98		
<hr/>				
Paid Chk#	028509	9/24/2018	LANO, THOMAS G	
G 101-22000	Deposits	\$900.00	2017123	
Total LANO, THOMAS G		\$900.00		
<hr/>				
Paid Chk#	028510	9/24/2018	LEAGUE OF MN CITIES	
E 101-45200-360	Insurance	\$869.58	3997	CLAIM/ZELLMAN FIELD
Total LEAGUE OF MN CITIES		\$869.58		
<hr/>				
Paid Chk#	028511	9/24/2018	LOFFLER BUSINESS SYS LLC	
E 101-41400-437	Maintenance Contract	\$394.02	2898120	
Total LOFFLER BUSINESS SYS LLC		\$394.02		
<hr/>				
Paid Chk#	028512	9/24/2018	LOOMIS HOMES	
G 101-22000	Deposits	\$3,600.00	090718	362-368-374-380 meadow lane
Total LOOMIS HOMES		\$3,600.00		
<hr/>				
Paid Chk#	028513	9/24/2018	MID COUNTRY BANK	
G 101-21718	HSA ACCOUNT	\$453.33	SEPT2018	
Total MID COUNTRY BANK		\$453.33		
<hr/>				
Paid Chk#	028514	9/24/2018	MID-COUNTY CO-OP OIL ASSN	
E 101-43100-212	Motor Fuels	\$1,013.17	43440	
Total MID-COUNTY CO-OP OIL ASSN		\$1,013.17		
<hr/>				
Paid Chk#	028515	9/24/2018	MINI BIFF	
E 101-45200-418	Other Rentals (Biffs)	\$191.76	A-99261	
E 101-45200-418	Other Rentals (Biffs)	\$110.16	A-99262	
E 101-45200-418	Other Rentals (Biffs)	\$110.16	A-99267	
Total MINI BIFF		\$412.08		
<hr/>				
Paid Chk#	028516	9/24/2018	MINNESOTA VALLEY TESTING LAB	
E 602-49450-217	Lab Fees	\$36.20	936962	
E 601-49400-217	Lab Fees	\$93.00	937115	
E 602-49450-217	Lab Fees	\$36.20	937831	
Total MINNESOTA VALLEY TESTING LAB		\$165.40		
<hr/>				
Paid Chk#	028517	9/24/2018	NORTH AMERICAN SAFETY INC	
E 101-43100-224	Street Maint Materials	\$862.50	37201	
E 602-49450-211	Personal Protection Equipment	\$89.99	37291	

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Check Amt Invoice Comment

Total		NORTH AMERICAN SAFETY INC		\$952.49		
Paid Chk#	028518	9/24/2018	NYA TIMES			
E 101-45200-350	Print/Publishing/Postage		\$78.00	628390		
E 101-43100-350	Print/Publishing/Postage		\$182.00	628390		
E 101-41320-350	Print/Publishing/Postage		\$56.70	630044	ORD 306	
E 101-41400-350	Print/Publishing/Postage		\$30.24	630045	CABLE FRANCHISE AGREEMENT	
E 101-41400-350	Print/Publishing/Postage		\$34.02	630046	XCELL ENERGY FRANCHISE	
E 101-41400-350	Print/Publishing/Postage		\$661.50	630047	NORTHERN STATES POWER	
E 101-41400-350	Print/Publishing/Postage		\$79.38	630048	NORTHERN STATES POWER	
E 101-45200-350	Print/Publishing/Postage		\$48.00	630461		
E 101-43100-350	Print/Publishing/Postage		\$112.00	630461		
Total NYA TIMES			\$1,281.84			
Paid Chk#	028519	9/24/2018	PRO AUTO & TRANSMISSION REPAIR			
E 101-43100-221	Repair/Maintenance Equipment		\$225.09	60894		
Total PRO AUTO & TRANSMISSION REPAIR			\$225.09			
Paid Chk#	028520	9/24/2018	RUPP, ANDERSON, SQUIRES, PA			
E 101-41500-304	Legal Fees		\$1,210.31	073118		
G 807-22100	Escrow Collected		\$117.50	073118		
Total RUPP, ANDERSON, SQUIRES, PA			\$1,327.81			
Paid Chk#	028521	9/24/2018	SAM S TIRE SERVICE			
E 101-43100-221	Repair/Maintenance Equipment		\$381.00	144147		
Total SAM S TIRE SERVICE			\$381.00			
Paid Chk#	028522	9/24/2018	SMITH OIL CO			
E 101-42200-212	Motor Fuels		\$131.21	083118		
Total SMITH OIL CO			\$131.21			
Paid Chk#	028523	9/24/2018	STATE BANK OF HAMBURG			
G 101-21718	HSA ACCOUNT		\$533.33	SEPT2018		
Total STATE BANK OF HAMBURG			\$533.33			
Paid Chk#	028524	9/24/2018	TOP NOTCH TURF			
E 101-41940-223	Repair/Maintenance Bldg/Ground		\$391.00	NORDEN0918		
Total TOP NOTCH TURF			\$391.00			
Paid Chk#	028525	9/24/2018	UFC - WINTHROP			
E 101-45200-221	Repair/Maintenance Equipment		\$73.30	20-890769		
Total UFC - WINTHROP			\$73.30			
Paid Chk#	028526	9/24/2018	UNUM LIFE INSURANCE CO			
G 101-21715	Life Ins		\$55.55	0421562-001 7		
G 101-21715	Life Ins		\$62.29	0421563-001 4		
Total UNUM LIFE INSURANCE CO			\$117.84			
Paid Chk#	028527	9/24/2018	USA BLUE BOOK			

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SEPTEMBER 2018

			Check Amt	Invoice	Comment
E 602-49450-210	Operating Supplies		\$135.22	675194	
	Total USA BLUE BOOK		\$135.22		
<hr/>					
Paid Chk# 028528	9/24/2018	WASTE MANAGEMENT			
E 101-43100-223	Repair/Maintenance Bldg/Ground		\$787.90	0016300-1702-	
E 101-41940-223	Repair/Maintenance Bldg/Ground		\$298.35	45151-2808-2	
	Total WASTE MANAGEMENT		\$1,086.25		
<hr/>					
Paid Chk# 028529	9/24/2018	XCEL ENERGY			
E 101-45200-381	Electric Utilities		\$8.65	605806509	
E 601-49400-381	Electric Utilities		\$2,805.77	606214585	
E 101-41940-381	Electric Utilities		\$1,201.88	607197289	
E 101-42200-381	Electric Utilities		\$639.26	607197289	
E 101-42500-381	Electric Utilities		\$11.80	607197289	
E 101-43100-380	Street Lighting		\$3,902.72	607197289	
E 101-43100-381	Electric Utilities		\$346.70	607197289	
E 101-45200-381	Electric Utilities		\$1,972.86	607197289	
E 101-45500-381	Electric Utilities		\$1,534.30	607197289	
E 601-49400-381	Electric Utilities		\$319.21	607197289	
E 602-49450-381	Electric Utilities		\$3,299.92	607197289	
E 101-49860-381	Electric Utilities		\$642.52	607197289	
	Total XCEL ENERGY		\$16,685.59		
	10100 CHECKING		\$52,073.61		

Fund Summary

10100 CHECKING	
101 GENERAL FUND	\$42,654.13
601 WATER FUND	\$5,058.15
602 SEWER FUND	\$4,157.56
807 Escrow - Preserve 5	\$117.50
831 DONATIONS - NYA CIP	\$86.27
	<hr/>
	\$52,073.61



TO: Mayor and City Council Members
FROM: Debbie Lenz, Deputy Clerk
DATE: September 24, 2018
SUBJECT: Public hearing for delinquent utilities and special assessments

The council holds a public hearing to receive objections and consider the proposed certification of delinquent utilities and special assessments (fees for lawn abatement, etc.).

Delinquent utilities and special assessments are assessed to the property owners' real estate taxes if not paid by November 30, 2018.

Proper notices will be sent to all affected property owners.

Requested Action: Motion to call for a public hearing on assessments for delinquent utilities and special assessments on certain properties on Monday, October 22, 2018 at 6:00 p.m.

Norwood Young America



TO: Mayor Lagergren and City Council Members
FROM: Kelly Hayes, City Clerk/Treasurer
DATE: September 24, 2018
SUBJECT: Street Closure – St. John’s Church

St. John’s Lutheran Church has requested a street closure for Saturday, September 29 from 2:00pm – 6:00pm for their annual street party celebration. Below is the email that was received and attached is a map showing which street will be closed.

Good afternoon Steve. Just wanted to send in a street closure request to be put on the city council agenda.

We are having our annual street party celebration at St. John's on Saturday, September 29th. We would like to have the streets around our church closed from 2:00pm-6:00pm that day. I have attached a copy of the map highlighting the requested areas.

If we get approval, I will contact Tony from Public Works to get that set up. Thanks a lot!

--

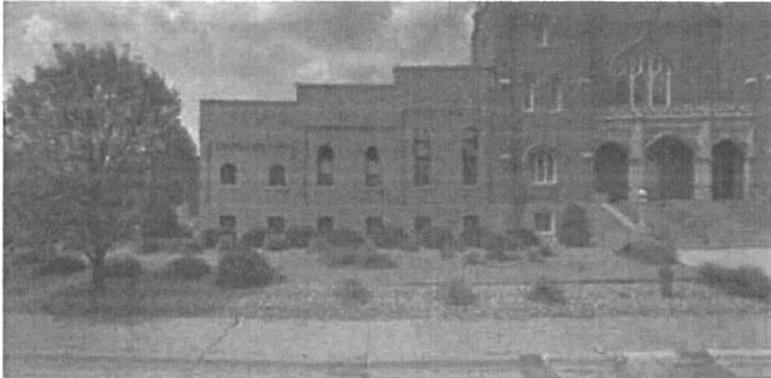
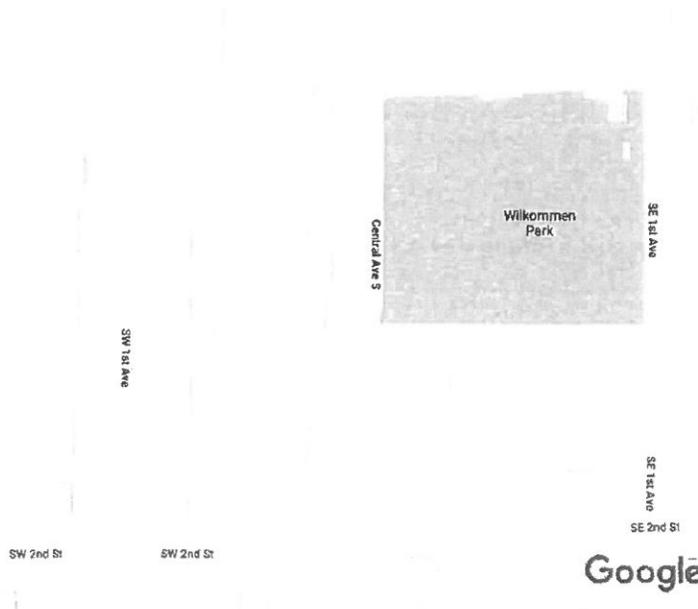
*Josh Hoffman
Director of Youth and Family Ministry
St. John's Lutheran, Norwood Young America, MN*

Suggested Motion:

Motion to approve the street closure on Saturday, September 29 from 2:00pm – 6:00pm as requested by St. John’s Lutheran Church.

Norwood Young America

Google Maps 101 SE 2nd Ave



101 SE 2nd Ave
Norwood Young America, MN 55397



At this location

Leaving SE 1st St
and SE 2nd Ave
Intersection open -

Street Closure
Request

Saturday, Sept. 29
2:00 pm - 6:00 pm

- SE 1st Street North of church between alley + 2nd Ave
- SE 2nd Ave from SE 1st Ave to N 2nd St.



TO: Mayor Lagergren and City Council Members
FROM: Kelly Hayes, City Clerk/Treasurer
DATE: September 24, 2018
SUBJECT: Temporary Liquor License – Harvest Moon

The NYA West Carver Lions Club is requesting a temporary intoxicating on-sale liquor license. They have scheduled a Harvest Moon Wine Tasting event on Friday, October 26, 2018, at the Willkommen Memorial Park Pavilion. The Council is asked to approve the application pending receipt of certificate of insurance.

Recommendation:

A motion approving a temporary intoxicating on-sale liquor license for the NYA West Carver Lions Club contingent on receipt of certificate of insurance.



TO: Mayor Lagergren and City Council Members
FROM: Kelly Hayes, City Clerk/Treasurer
DATE: September 24, 2018
SUBJECT: Public Service Technician

August 31, 2018, was Joey Cano's last day of employment. The council approved to post and accept applications for the open Public Service Technician position. Eight applications were received. The Personnel Committee interviewed the top four candidates on September 20, 2018, and recommend the below motion.

Suggested Motion:

Motion to hire _____ as a Public Service Technician at paygrade _____, step _____.