



AGENDA
SPECIAL CITY COUNCIL MEETING
Monday, October 26, 2020
4:00 P.M.

The City of Montrose is committed to maintaining a safe, welcoming, family-friendly community, with affordable housing, where parents can raise their families; to ensuring our skilled, motivated employees provide high quality public services at a value; to sound stewardship and fiscal responsibility to ensure our city remains strong and prosperous, both now and into the future; to nurturing business-friendly partnerships to promote economic development and local jobs; to thoughtfully address community needs and plan for growth, innovation and sustainable development; and to ethical leadership that is responsive and accountable to our citizens.

Montrose City Hall
 Conference Room
 311 Buffalo Avenue South
 Montrose, Minnesota 55363

1. CALL TO ORDER

2. ROLL CALL

3. BUSINESS

A. CARES Act Funding Update

B. City Engineer

- 1) Year 2021 Downtown Improvement Project Feasibility Report
- 2) Resolution No. 2020-29 *A Resolution Receiving Feasibility Report and Calling Hearing on Improvement*

C. Discuss Snow Plowing

D. Comcast – Ordinance Granting a Cable Television Franchise

- 1) Ordinance No. 2020-06 *An Ordinance Renewing the Grant of a Franchise to Comcast of Arkansas/Louisiana/Minnesota/Mississippi/Tennessee, LLC to Operate and Maintain a Cable System in the City of Montrose, Minnesota; Setting Forth Conditions Accompanying the Grant of Franchise; Providing for City Regulation and Administration of the Cable System; Terminating Prior Franchise*

- 2) Resolution No. 2020-30 *A Resolution Authorizing Summary Publication of Ordinance No. 2020-06 An Ordinance Renewing the Grant Of A Franchise to Comcast of Arkansas/Louisiana/Minnesota/Mississippi/Tennessee, LLC To Operate and Maintain a Cable System in the City Of Montrose, Minnesota; Setting Forth Conditions Accompanying the Grant of Franchise; Providing For City Regulation And Administration of the Cable System; Terminating Prior Franchise*

E. Approve Job Description – Office Administrator

F. Discuss Christmas Eve

G. Discuss City Hall Operations – COVID-19 Pandemic

4. OTHER

5. ADJOURNMENT



Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

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Bolton-Menk.com

MEMORANDUM

Date: October 20, 2020
To: Honorable Mayor Otto
Members of the City Council
From: Jared Voge, P.E.
City Engineer
Justin Kannas, P.E.
Assistant City Engineer
Subject: 2021 Downtown Improvement Project
Montrose, Minnesota
Project No.: W13.120514

At the October 12 Council meeting, the City Council authorized the preparation of an amendment to the previously adopted Preliminary Engineering Report for the above referenced project. Since the project funding includes assessments to private property owners, Minnesota State Statute Chapter 429 procedures must be followed. Chapter 429 requirements indicate that a public hearing is required to be held for the project. Since a public hearing was held for the project prior to the addition of the amended area, we recommend that the City Council call for a Public Hearing for the amended project area on November 9, 2020 at 7:00 p.m. in City Hall. A resolution calling for the Public Hearing is attached. In addition, a copy of the Public Hearing Notice is attached.

As part of the project development process for previous projects, an Open House has been held for all project residents to view the proposed improvements. An Open House was held for all residents within the project area prior to the addition of the amended area. We recommend that an Open House be held for the amended area on Wednesday, November 4, 2020 from 5:30 p.m. to 7:30 p.m. in the Community Center. The Open House will provide an opportunity for the residents in the amended area to ask questions regarding the proposed improvements.

If you have any questions on the above, please call.

JLK/JAV/sjj

Enclosures



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2021 Downtown Improvement Project

City of Montrose

Preliminary Engineering Report

BMI Project No. W13.120514

Submitted by:

Bolton & Menk, Inc.
2040 Highway 12 East
Willmar, MN 56201
P: 320-231-3956
F: 320-231-9710

Certification

Feasibility Report

For

2021 Downtown Improvement Project

City of Montrose, Minnesota
W13.120514

June 2, 2020

Revised October 19, 2020

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

By: _____
Jared Voge, P.E.
License No. 45063

Date: October 19, 2020

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I. PROJECT INTRODUCTION

A. PURPOSE

The City of Montrose has completed projects in the past to improve deteriorated infrastructure throughout the City. The City has a continued need to replace deteriorated infrastructure and has identified several areas where the streets and utilities are in need of improvement. Wright County CSAH 60 is within the areas identified, which presents an opportunity for the City of Montrose to partner with Wright County to reconstruct the streets and utilities in those areas. This report has been prepared to discuss the proposed infrastructure improvements planned for construction in 2021.

B. SCOPE

The proposed 2021 Downtown Improvement Project is located in the central portion of the City of Montrose and is shown on several figures attached to this report, located in *Appendix B*. The locations of the proposed improvements are shown on *Figure 1*. The project includes improvements to the sanitary sewer, watermain, storm sewer, and streets. The proposed improvements are along the following streets:

- CSAH 60:
 - Center Avenue S – TH 12 to 2nd Street S
 - 2nd Street S – Center Avenue S to CSAH 12
- Center Avenue N – 1st Street N to 2nd Street N/Charity Lane N
- Center Avenue S – 2nd Street S to 1st Street S
- Dakota Avenue S – 4th Street S to 3rd Street S
- Emerson Avenue N – 1st Street N to 2nd Street N
- Emerson Avenue S
 - TH 12 to 3rd Street S
 - 2nd Street S to 1st Street S
- 1st Street N – Clementa Avenue SW to CSAH 12
- 1st Street S – Emerson Avenue S to CSAH 12
- 2nd Street N – Emerson Avenue N to Center Avenue N
- 2nd Street S
 - Emerson Avenue S to Center Avenue
 - CSAH 12 to approximately 400 feet east
- 3rd Street S
 - Emerson Avenue S to CSAH 12
 - CSAH 12 to east end of street
- 4th Street S – Emerson Avenue S to Dakota Avenue S

II. EXISTING CONDITIONS

A. SANITARY SEWER

The existing sanitary sewer within the proposed project area is shown on *Figure No. 2*. The sanitary sewer on Emerson Avenue S, between 3rd and 4th Streets S, is 8-inch PVC constructed in 1996 and is in adequate condition. The east block of sanitary sewer on 1st Street N is 8-inch PVC constructed in 2003 and is in adequate condition. The sanitary sewer on 1st Street N, west of Emerson Avenue N, is 8-inch PVC constructed in the early 2000's and is determined to be in adequate condition. The sanitary sewer along 2nd Street N between

Emerson Avenue N and Center Avenue N is 8-inch PVC constructed in 1984 and is nearly 40 years old. We recommend televising the sanitary sewer along 2nd Street N to determine the condition of the pipe. All other sanitary sewer within the project area consists of aged 8-inch vitrified clay pipe (VCP) with precast manholes constructed in 1968. The sanitary sewer located between 2nd Street S and 3rd Street S west of Center Avenue S is located within residential yards. A portion of the sewer is located under a building and another section is very close to an existing home. A manhole located on the midpoint of this line is very difficult to access, requiring access through private residential yards. Much of the sewer is flat, requiring extra maintenance to prevent sewage from backing up in the mains.

Aged VCP is prone to groundwater infiltration, sags, root intrusion, pipe deterioration, and sewer backups, which have been evident on Center Avenue N. The sewer has collapsed and been repaired several times. Due to its age and condition, the sewer collection system should be replaced.

B. WATERMAIN

The existing watermain is shown on *Figure No. 3*. The watermain on Emerson Avenue S, between 3rd and 4th Streets S, is 8-inch PVC, was constructed in 1996, and is in adequate condition. The age and condition of the watermain under 2nd Street S from CSAH 12 to 400 feet east is unknown and should be verified during final design. The house located at 155 3rd Street S currently has a 2-inch water service extending over 200 feet east of the intersection of CSAH 12. The watermain along the east block of 1st Street N and along 1st Street N, west of Emerson Avenue N, is 8-inch DIP constructed in the early 2000's and is determined to be in adequate condition. The watermain along 2nd Street N between Emerson Avenue N and Center Avenue N is 8-inch Ductile Iron Pipe (DIP) constructed in 1984 and is nearly 40 years old. All other watermains within the project area, including the existing watermain loop from 1st Street S to 1st Street N beneath the BNSF Railroad, are 6-inch cast iron pipe (CIP) constructed prior to 1968.

Cast iron pipe has a tendency to corrode and deteriorate over time, leading to diminished water quality and an increased risk of breaks. The cast iron mains are undersized to today's standards, aged and should be replaced.

C. STORM SEWER

Figure No. 4 shows the existing storm sewer. Drainage improvements were made on Center Avenue N and the south two blocks of Emerson Avenue S in 2002 and 2005, respectively. Reinforced Concrete Pipe (RCP) was installed in these areas and is in adequate condition. The existing drainage system throughout the remainder of the project area is inadequate and consists of culverts, non-functioning catch basins, collapsed pipe, and unknown outlet locations. Most of the streets currently have no concrete curb and gutter for stormwater conveyance and some areas drain very poorly, with ponding occurring frequently from rain and snowmelt.

D. STREETS

The streets are shown on *Figure No. 5*. Record drawings indicate that 1st Street N from approximately one block southeast of Crystal Lane to Clementa Avenue SW was constructed in the early 2000's. The street width is about 38 feet with a bituminous surface and concrete curb and gutter. The bituminous wearing surface is deteriorated; however, the concrete curb and gutter is in adequate condition. The remainder of the streets within the proposed project area are bituminous surfaced roadways with minimal concrete curb and gutter in place. The existing bituminous surfacing is deteriorated and exhibits significant cracking, potholes, and settlements. Sidewalk exists on one side of 1st Street N, 1st Street S, 2nd Street S, 3rd Street S, Center Avenue S, Emerson Avenue N, and Emerson Avenue S. Some additional sidewalk exists in other sporadic locations. The existing street widths vary significantly throughout the

project area and range from 20 feet to over 40 feet in width. Generally, the streets in the project area are in poor condition.

III. PROPOSED IMPROVEMENTS

A. SANITARY SEWER IMPROVEMENTS

The proposed sanitary sewer improvements are shown on *Figure No. 2*. The sanitary sewer mains are proposed to be removed and replaced with new 8-inch PVC pipe. Sanitary sewer services are planned to be removed and replaced with PVC service pipe from the new main to the right of way line. The improvements will also include new precast concrete manholes. Newer pipe and manholes that have been recently installed and are in adequate condition will remain in place wherever possible.

New sanitary sewer is planned on 3rd Street S, from Center Avenue S to Emerson Avenue S. The existing sanitary sewer between 2nd and 3rd Streets S running through yards and under buildings will be eliminated. To accomplish this the sanitary sewer on 2nd Street S west of Center Avenue S will be redirected to Center Avenue S. The redirection of the sanitary sewer will require the proposed mains to be shallower than existing to achieve minimum pipe slopes and the new depths will need to be confirmed during design. The sanitary sewer between 1st Street S and the BNSF Railroad was originally constructed to collect sewage from the sewer system located north of the tracks; however, that sewer system was previously redirected to CSAH 12. As a result, the sanitary sewer between 1st Street S and the BNSF Railroad is no longer needed and will be abandoned. All other sanitary sewer will be removed and replaced in the same general locations where it currently exists. Based on preliminary analysis, the pipe depths are believed to be adequate and will need to be further evaluated during final design.

B. WATERMAIN IMPROVEMENTS

The watermain improvements are shown on *Figure No. 3*. The proposed watermain improvements include replacing the deteriorating watermain with new 8-inch diameter PVC pipe, along with new valves and hydrants. Water services will be removed and replaced from the new main to the right-of-way, where new curb stops will be installed.

Watermain looping is shown in several areas within the project area. New watermain loops are planned on 3rd Street S between Emerson Avenue S and Dakota Avenue S, and on 1st Street N from just west of Emerson Avenue N to Center Avenue N. The proposed open trench construction on either side of the BNSF Railroad presents an opportunity to replace the existing 6-inch watermain loop beneath the railroad from 1st Street S to 1st Street N with an 8-inch watermain in casing pipe via trenchless construction. Watermain looping improves the water distribution as well as the fire protection capacity. New watermain will also be installed on 3rd Street S, east of CSAH 12 to eliminate the long 2-inch service. All other watermain will be replaced in the same general locations where it currently exists.

C. STORM SEWER IMPROVEMENTS

The proposed storm sewer is shown on *Figure No. 4*. New RCP storm sewer is planned to extend throughout the project area. Catch basins are planned at most intersections to improve the drainage. Concrete storm sewer aprons will be installed in low areas to collect stormwater from lawns that are lower than the road.

The drainage within the project area consists of watersheds to the north and south of 2nd Street S. The stormwater north of 2nd Street S will be conveyed to drainage ditches that run parallel to the railroad. The stormwater south of 2nd Street S will be conveyed through proposed storm sewer within the project area, connecting to existing storm sewer that crosses TH 12 and discharges into a drainage ditch south of TH 12.

D. STREET IMPROVEMENTS

The proposed street improvements are shown on *Figure No. 5*. Within the reconstruction areas the existing street surface and base material will be removed and excavated in order to install new utilities. Most streets are planned to be reconstructed to a similar alignment and grade as the existing streets however, the new street surface may be lowered to provide improved drainage to the new curbs. The proposed street reconstruction improvements consist of constructing new urban sections that include bituminous surface and concrete curb and gutter. Aggregate base, granular sub-base, and edge drain will be constructed under all roads in accordance with City standards. Possible proposed sidewalk locations are shown in *Figure No. 5*. However, additional input from the public and from the City should be provided. Sidewalk locations should be finalized during final design. Concrete aprons are planned at all driveways. Driveway replacement beyond the concrete apron will be concrete, bituminous, or gravel to match the existing driveway material. Private sidewalks encountered will be replaced as necessary to construct the improvements. Boulevard trees will be removed as necessary to construct the new streets. Boulevards will be graded as necessary to facilitate drainage and restored with topsoil and seed. In addition to the reconstruction areas, 1st Street N from approximately 1 block southeast of Charity Lane to Clementa Avenue is planned to be milled and overlaid, which consists of grinding and removing the top course of bituminous pavement from the existing street surface and paving a new course of bituminous pavement in its place. The typical street sections are shown on *Figures No. 6 and No. 7*.

The reconstruction of Center Avenue N, 2nd Street N, and the south block of Emerson Avenue N presents a couple of opportunities for the City, one of which includes connecting Charity Lane N to the intersection of Center Avenue N and 2nd Street N. It appears that adequate right-of-way exists for the street connection; however, this will have to be confirmed during final design. The other opportunity includes the addition of on-street parking adjacent to the baseball field by widening one or more of these streets. The existing street width for Center Avenue N is only 24 feet. If widening Center Avenue N is desired to accommodate on-street parking, right-of-way acquisition will be required. The existing street width of 2nd Street N is approximately 28 feet, and there is limited right-of-way to the north. If widening 2nd Street N is desired to accommodate on-street parking, the street would need to be widened to the south into City property. The existing street width of the south block of Emerson Avenue N is approximately 28 feet and it appears that there would be adequate right-of-way to widen the road to a 32-foot width. Widening Emerson Avenue N appears to present the best opportunity for allowing on-street parking for the ball field.

Currently 1st Street N varies in width from Clementa Avenue SW to CSAH 12. The street is 38 feet wide from Clementa Avenue SW to Emerson Avenue N, and the width varies from 20 feet to 28 feet from Emerson Avenue to CSAH 12. Since 1st Street N is a major collector street, the City may want to consider widening 1st Street N from Emerson Avenue N to CSAH 12 to 32 feet to provide a uniform street width in this length of road. It also appears that there is no additional right-of-way available in this area. If widening of 1st Street N is desired, the following considerations will need to be made during final design:

1. Widen the street to the south: Coordinate with the BNSF Railroad to attain a permit to widen the street into BNSF property or acquire property from BNSF. A retaining wall would be necessary to support the steep side slopes on the south edge of the road. Estimated costs associated with constructing a retaining wall for this option have been included in the cost estimate. Permit or right-of-way acquisition costs from BNSF have not been included in the cost estimate.
2. Widen the street to the north: Right-of-way acquisition to the north would be necessary, as well as relocating a garage at the northwest corner of the intersection at Center Avenue N. Costs associated with this option have not been included in the cost estimate.

IV. PERMITS

The following permits will need to be acquired during final design prior to construction:

1. Minnesota Department of Health (MDH) – Watermain Replacement
2. National Pollutant Discharge Elimination System (NPDES) – Stormwater Discharge
3. Wright County – Work within a County Highway Right-Of-Way
4. MnDOT – Work within a State Highway Right-Of-Way
5. BNSF – Street Widening, Wall Construction and Grading, Utility Replacement, and Drainage

V. ESTIMATED COSTS

Since portions of the project would be accomplished under a Cooperative Agreement with Wright County, the project costs for Center Avenue S (CSAH 60) & 2nd Street S (CSAH 60) would be shared between the two jurisdictions. The County's level of cost participation in these two areas would generally be as follows, based on Wright County's Cost Participation Policy.

TABLE 1: COST PARTICIPATION		
ITEM	WRIGHT COUNTY PARTICIPATION	CITY PARTICIPATION
Clearing & Grubbing	100%	0%
Excavation	100%	0%
Granular Borrow	100%	0%
Class 5 Aggregate Base	100%	0%
Curb and Gutter	22%	78%
Concrete Driveway Aprons	100%	0%
Bituminous Base Course	100%	0%
Bituminous Wear Course	100%	0%
Mobilization	Pro Rata	Pro Rata
Traffic Control	Pro Rata	Pro Rata
Storm Sewer	22%	78%
Erosion Control	Pro Rata	Pro Rata

A preliminary quantity and cost estimate for the project area is included in *Appendix A*. The costs identified are based on projects similar in nature and are subject to change. A contingency factor has been included to account for construction items not included and variances in unit prices. Also included are estimated engineering, administration, and legal costs. Right-of-way acquisition costs for the on-street parking near the ball field or the widening of 1st Street N are not included in the cost estimate. Final costs and assessments will be determined using the actual construction costs received through bidding the proposed work. The following table summarizes the estimated project cost.

TABLE 2: COST SUMMARY			
ITEM	WRIGHT COUNTY	CITY	TOTAL
Street	\$822,951.33	\$5,773,802.95	\$6,596,754.27
Sanitary Sewer	—	\$944,587.51	\$944,587.51
Watermain	—	\$1,175,868.88	\$1,175,868.88
Storm Sewer	\$48,092.94	\$527,683.96	\$575,776.90
Total	\$871,044.27	\$8,421,943.30	\$9,292,987.57

VI. FUNDING

If the City Council determines to assess property owners, the project costs will be assessed to the benefitting properties based on the City's assessment policy, in accordance with the Minnesota State Statute Chapter 429 process. A preliminary assessment roll showing the estimated assessments summary is shown in *Appendix B*. The table below also summarizes the assessable percentages, estimated rates, and estimated assessment totals:

TABLE 3: ASSESSMENT PERCENTAGES, RATES, & TOTALS				
ITEM	ASSESSABLE PERCENTAGE	ASSESSMENT RATE	UNIT	ASSESSMENT TOTALS
Curb & Gutter – Reconstruction	30%	\$16.00	Foot	\$259,568.00
Street – Reconstruction	30%	\$71.75	Foot	\$1,164,000.25
Sanitary Sewer Main – Reconstruction	30%	\$16.75	Foot	\$245,253.50
Sanitary Sewer Service	30%	\$590.00	Each	\$52,510.00
Watermain – Reconstruction	30%	\$18.75	Foot	\$274,537.50
Water Service – 1"	30%	\$770.00	Each	\$63,910.00
Water Service – 6"	30%	\$1,540.00	Each	\$7,700.00
Storm Sewer – Reconstruction	30%	\$12.75	Foot	\$206,843.25
Sidewalk	0%	—	—	—
Mill & Overlay	0%	—	—	—
TOTAL				\$2,274,322.50

VII. CONCLUSION & IMPLEMENTATION SCHEDULE

A. CONCLUSION

The proposed improvements are necessary, cost-effective, and feasible from an engineering perspective. Bolton & Menk, Inc. recommends that, if these improvements are determined to be financially feasible, the City Council call for a Public Improvement Hearing.

B. IMPLEMENTATION SCHEDULE

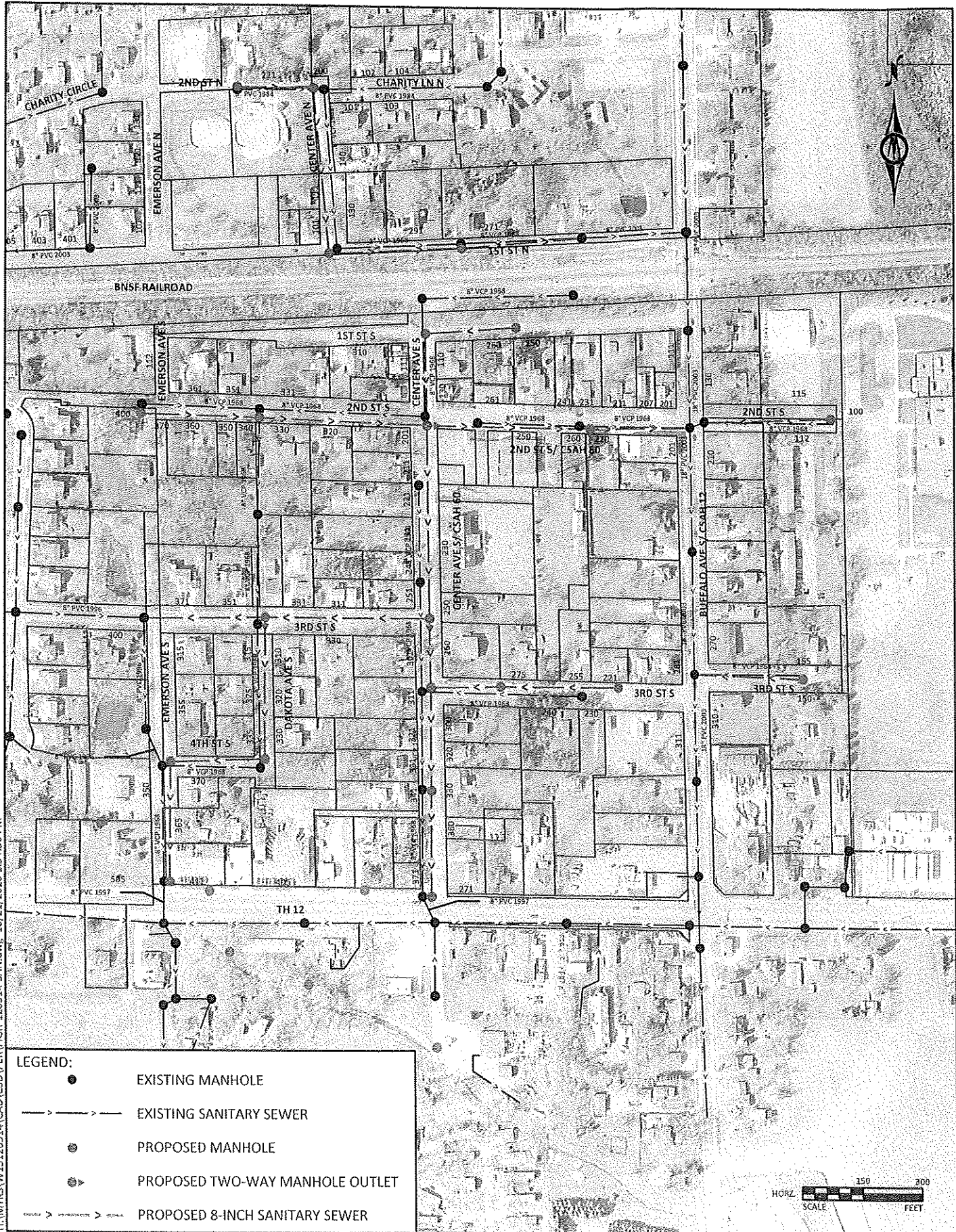
A summary of the proposed schedule is identified below:

TABLE 4: PROPOSED IMPLEMENTATION SCHEDULE	
Item	Completion Date
Present Preliminary Engineering Report	October 26, 2020
Conduct Public Improvement Hearing & Order Plans and Specifications	November 9, 2020
Approve Plans and Specifications & Authorize Advertisement for Bid	March 2021
Bid Opening	April 2021
Accept Bids & Award Contract	May 2021
Construction	June 2021 – September 2022
Assessment Hearing / Adopt Final Assessment Roll	November 2022

Appendix A: Preliminary Cost Estimates

ITEM NO.	ITEM	UNIT	ESTIMATED UNIT PRICE	TOTAL ESTIMATED QUANTITY	TOTAL ESTIMATED COST	STREET CONSTRUCTION		COST PARTICIPATION BREAKDOWN		STORM SEWER, CURB & GUTTER CONSTRUCTION		CITY OF MONTROSE NON-PARTICIPATING	
						100% COUNTY		22% COUNTY		78% CITY		100% CITY	
						QUANTITY	COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST
STREET AND RESTORATION													
1	MOBILIZATION	LUMP SUM	\$325,000.00	0.7099	\$223,680.00			0.0853	\$25,085.37			0.6098	\$318,889.37
2	CLEARING	TREE	\$225.00	27	\$22,500.00							19	\$4,275.00
3	GRUBBING	ACRE	\$1,000.00	0.55	\$550.00							18	\$8,175.00
4	CLEANING & GRUBBING	LINEAL FOOT	\$32,000.00	1.66	\$53,280.00							1	\$6,875.00
5	GRUBBING & CEMENT CURB (2.0' B)	LINEAL FOOT	\$2.00	13,283	\$26,566.11							575	\$1,725.00
6	1.5" POLY BUTADIENE PAVEMENT	SQ YD	\$2.00	38,152	\$76,303.38							13,281	\$26,566.11
7	REMOVAL BITUMINOUS PAVEMENT	SQ YD	\$2.00	1,963	\$3,926.00			8995	\$16,000.00			78,857	\$59,713.33
8	REMOVAL BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	\$1.50	1,963	\$2,944.50			4253	\$1,513.70			1,218	\$5,348.36
9	REMOVAL CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$8.00	1,963	\$15,707.28			923	\$1,987.26			2,430	\$11,416.62
10	REMOVAL CONCRETE WALK	SQ YD	\$4.00	4,892	\$19,568.00			423	\$3,831.13			42	\$1,700.00
11	SAVAGE SIGN	EACH	\$2,000.00	2	\$4,000.00			8	\$400.00			25,122	\$55,170.82
12	CONCRETE REPAIR (ON 1")	SQ YD	\$2.00	30,786	\$61,572.00			668	\$78,233.37			2,461	\$14,609.50
13	CONCRETE REPAIR (ON 2")	SQ YD	\$10.00	3,015	\$30,150.00			334	\$5,547.68			14,766	\$29,534.04
14	CONCRETE REPAIR (ON 4")	SQ YD	\$20.00	18,093	\$36,186.00			356	\$16,627.87			36,314	\$72,238.51
15	GEOTEKSTILE FABRIC TYPE V	SQ YD	\$2.00	45,228	\$90,456.00			831.4	\$16,627.87			10,151	\$28,428.77
16	AGGREGATE BASE (CO CLASS 5)	SQ YD	\$38.00	12,438	\$474,564.00			2385	\$64,917.79			3,954	\$38,953.74
17	TYPE SP 12.5 NON WEAR COURSE MIX (2.0' B)	TON	\$85.00	4,603	\$391,249.97			639	\$54,296.23			3,479	\$27,895.13
18	5" CONCRETE WALK	SQ FT	\$75.00	4,390	\$329,250.00			892	\$58,877.37			18,246	\$268,620.00
19	CONCRETE CURB & BUTTER DESIGN BMTB	SQ FT	\$27.00	71,930	\$1,942,110.00							18,246	\$268,620.00
20	5" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$1.50	1,963	\$2,944.50							3,165	\$24,057.50
21	5" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$1.50	1,963	\$2,944.50							4,000	\$24,000.00
22	TRAFFIC MARKING	LINEAL FOOT	\$50.00	1,311	\$65,550.00			95	\$4,750.00			800	\$24,000.00
23	TRAFFIC MARKING	LINEAL FOOT	\$50.00	4,000	\$200,000.00							516	\$28,380.00
24	TRAFFIC MARKING AND TREATMENT	EACH	\$2,000.00	2	\$4,000.00							18,490	\$59,860.00
25	TRUNCATED DOWNS	SQ FT	\$55.00	516	\$28,380.00							38	\$31,200.00
26	6" PVC DRAIN	LINEAL FOOT	\$14.00	22,115	\$309,610.00			3620	\$50,680.00			412	\$24,720.00
27	6" DRAIN CLEAROUT	EACH	\$400.00	44	\$17,600.00			6	\$2,400.00			25	\$10,000.00
28	LUMP SUM	LUMP SUM	\$40,000.00	1	\$40,000.00							34	\$7,450.00
29	STOPPING	LINEAL FOOT	\$1.50	22,115	\$33,172.50			0.18	\$5,895.70			0.82	\$12,347.15
30	INSTALL SIGN	EACH	\$3,500.00	8	\$28,000.00							38	\$4,360.00
31	STORM DRAIN INLET PROTECTION	EACH	\$520.00	57	\$29,640.00			19	\$2,160.00			7	\$8,400.00
32	STORM DRAIN INLET PROTECTION	EACH	\$520.00	57	\$29,640.00			2	\$240.00			4,860	\$116,633.47
33	STANDARD CONSTRUCTION UNIT	EACH	\$1,200.00	9	\$10,800.00			689	\$16,352.25			4,021	\$50,422.80
34	CONTRACT TOPSOIL BORROW	CYD	\$24.00	5,448	\$131,952.00			0.56	\$4,215.36				\$4,116,256.83
35	LAND ESTABLISHMENT	ACRE	\$7,000.00	4.58	\$31,980.00								\$4,116,256.83
STREET AND RESTORATION COST													
TOTAL CONSTRUCTION COST													
ESTIMATED STREET AND RESTORATION PROJECT COST													
ENGINEERING, ADMINISTRATION & LEGAL													
TOTAL CONSTRUCTION COST													
ESTIMATED STREET AND RESTORATION PROJECT COST													
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Appendix B: Figures



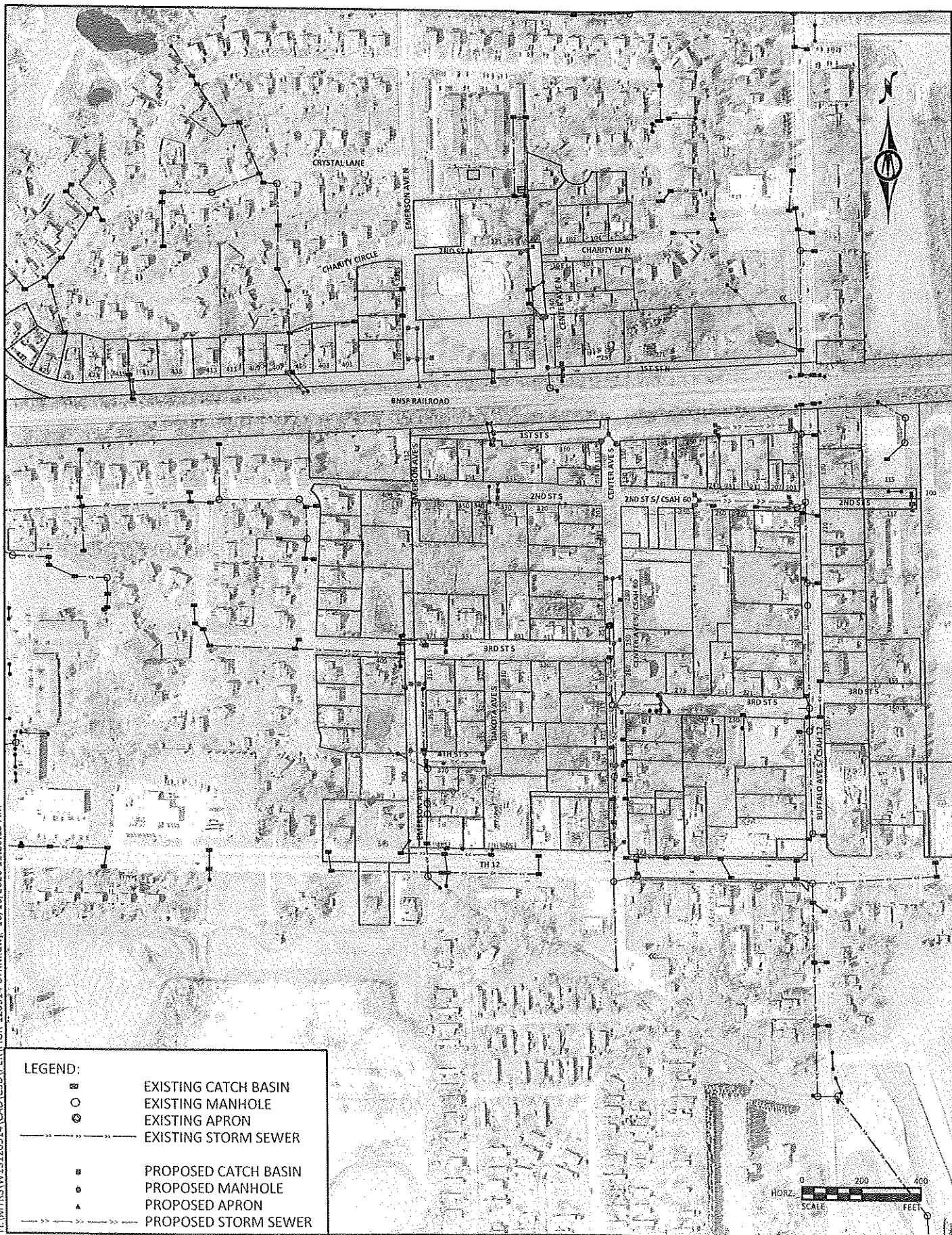
2021 Downtown Improvement Project

City of Montrose

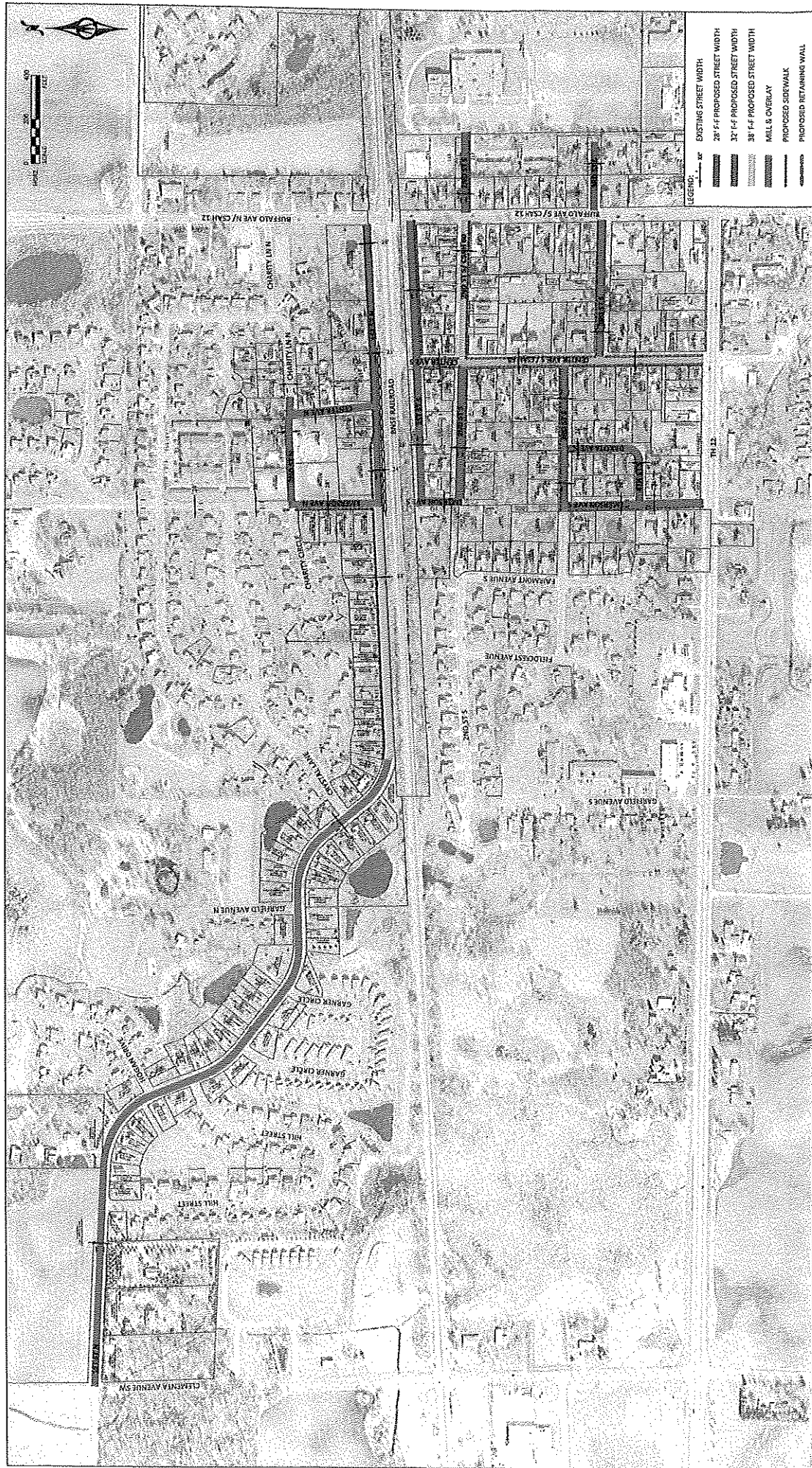
3: Watermain Improvements

October 2020





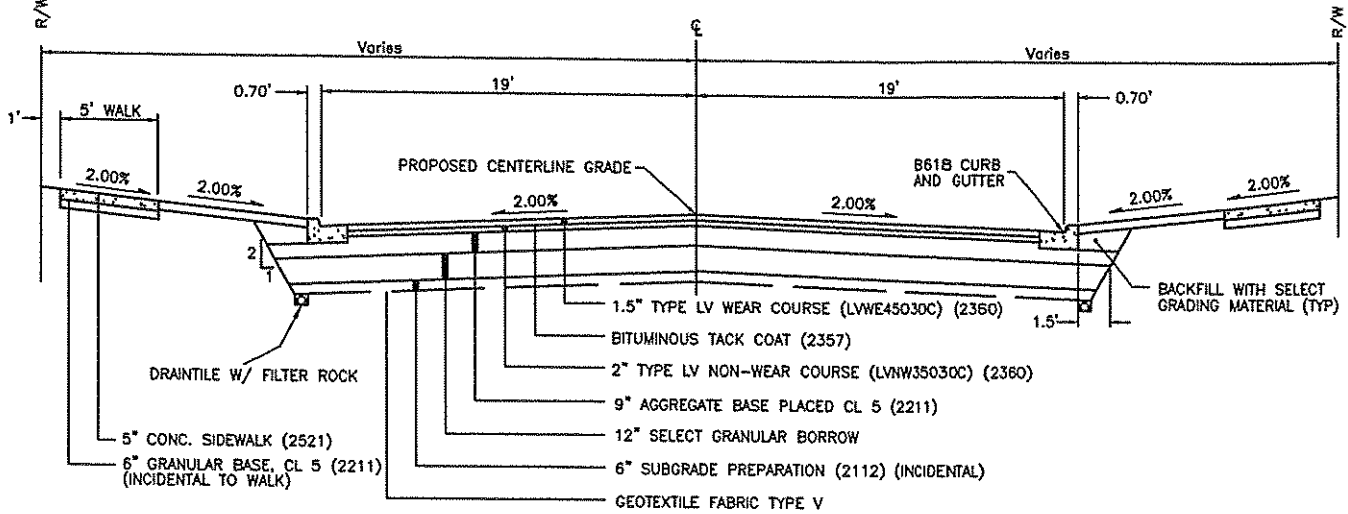
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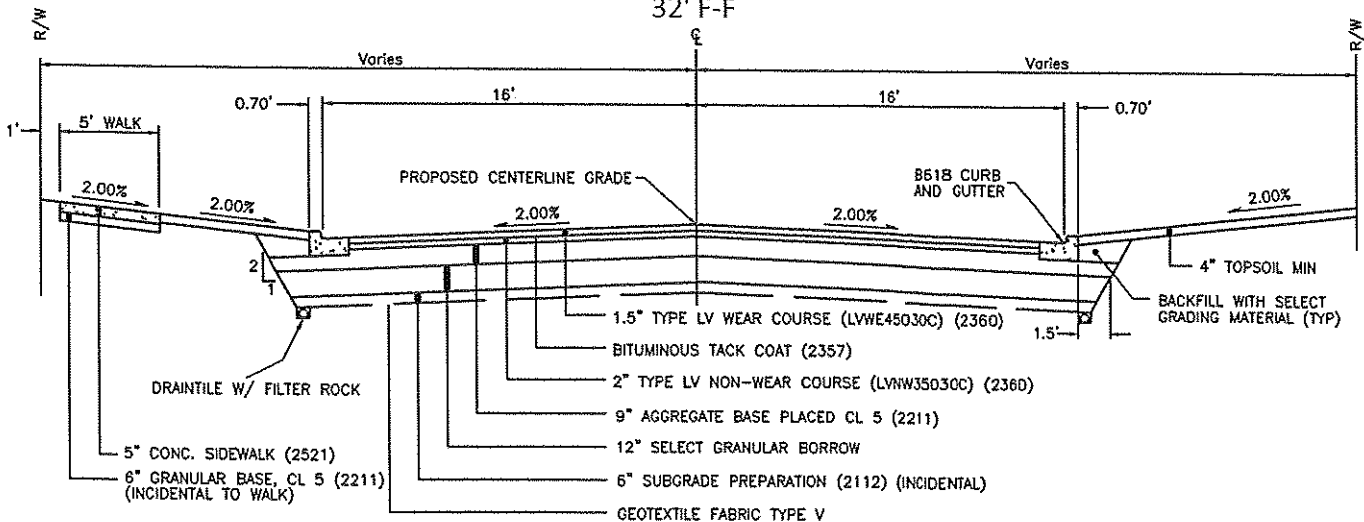
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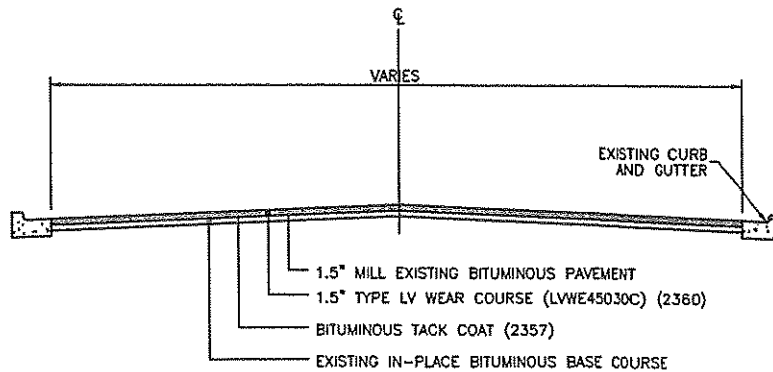
38' F-F



TYPICAL SECTION

32' F-F





Appendix C: Preliminary Assessment Roll

PRELIMINARY ASSESSMENT ROLL - SUMMARY
2021 DOWNTOWN IMPROVEMENT PROJECT
CITY OF MONTROSE, MINNESOTA
BMI PROJECT W13.120514
October 2020

Assessment Rate Summary - 32 Foot Residential Equivalent			
Item	Rate	Unit	Total Assessed
Curb & Gutter - Reconstruction	\$ 16.00	LIN FT	\$ 259,568.00
Street - Reconstruction	\$ 71.75	LIN FT	\$ 1,164,000.25
Sanitary Main - Reconstruction	\$ 16.75	LIN FT	\$ 245,253.50
Sanitary Service	\$ 590.00	EACH	\$ 52,510.00
Watermain - Reconstruction	\$ 18.75	LIN FT	\$ 274,537.50
Water Service - 1"	\$ 770.00	EACH	\$ 63,910.00
Water Service - 6"	\$ 1,540.00	EACH	\$ 7,700.00
Storm Sewer - Reconstruction	\$ 12.75	LIN FT	\$ 206,843.25
Total			\$ 2,274,322.50

Assessment Amounts	
Assessments on City Properties	\$ 653,752.00
Assessments on Private Properties	\$ 1,620,570.50
Total Amount Assessed	\$ 2,274,322.50

**CITY OF MONTROSE
COUNTY OF WRIGHT
STATE OF MINNESOTA**

**EXTRACT OF MINUTES OF MEETING OF THE CITY COUNCIL OF THE CITY
OF MONTROSE, MINNESOTA**

Pursuant to due call and notice thereof, a special meeting of the City Council of the City of Montrose, Wright County, Minnesota, was duly held in the Council Chambers of Montrose in said City on the 26th day of October 2020, at 7:00 o'clock p.m.

The following members were present:_____ and the following were absent: _____. Member _____ introduced the following resolution and moved its adoption.

RESOLUTION NO. 2020 – 29

**RESOLUTION RECEIVING FEASIBILITY REPORT AND CALLING HEARING ON
IMPROVEMENT**

WHEREAS, pursuant to resolution of the council adopted March 9th, 2020, a report has been prepared by the City Engineer with reference to proposed 2021 Downtown Improvement Project. The improvement includes Emerson Avenue South between the north line of US Highway 12 (Nelson Boulevard) and the south line of 3rd Street South, Emerson Avenue South between the north line of 2nd Street South and the south line of 1st Street South, Dakota Avenue South between the north line of 4th Street South and the south line of 3rd Street South, Center Avenue South between the north line of US Highway 12 (Nelson Boulevard) and the north line of First Street South, Center Avenue North between the north line of 1st Street North and the north line of 2nd Street North/Charity Lane North, Charity Lane North from the east line of Center Avenue North to a point approximately 65 feet east of Center Avenue North, 4th Street South between the east line of Emerson Avenue South and the east line of Dakota Avenue south, 3rd Street South between the west line of Emerson Avenue South and the west line of Center Avenue South, 3rd Street South between the east line of Center Avenue South and the west line of County Road 12 South (Buffalo Avenue South), 3rd Street South between the east line of County Road 12 South (Buffalo Avenue South) and a point approximately 345 feet east of County Road 12 South (Buffalo Avenue South), 2nd Street South between the west line of Emerson Avenue South and the west line of County Road 12 South (Buffalo Avenue South), 2nd Street South between the east line of County Road 12 South (Buffalo Avenue South) and a point approximately 365 feet east of County Road 12 South (Buffalo Avenue South), and 1st Street South between the west line of Emerson Avenue South and the west line of County Road 12 South (Buffalo Avenue South) by the construction of pavement, concrete curb and gutter, concrete sidewalk, storm sewer, sanitary sewer, and watermain and this report was received by the council on June 8th, 2020, and

WHEREAS, pursuant to resolution of the council adopted October 12th, 2020, a report has been prepared by the City Engineer with reference to proposed 2021 Downtown Improvement Project. The improvement includes 1st Street North from the west line of County Road 12 South (Buffalo Avenue North) to the east line of Clementa Avenue Southwest, Emerson Avenue North from the north line of 1st Street North to the north line of Charity Circle/2nd Street North, and 2nd Street North from the west line of Emerson Avenue North to the east line of Center Avenue North by the construction of pavement, concrete curb and gutter, concrete sidewalk, storm sewer, sanitary sewer, and watermain and this report was received by the council on October 26th, 2020, and

WHEREAS, the report provides information regarding whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MONTROSE, MINNESOTA:

1. The council will consider the improvement of such street in accordance with the report and the assessment of abutting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the improvement of \$9,230,000.
2. A public hearing shall be held on such proposed improvement on the 9th day of November, 2020, in the council chambers of the community center at 7:00 p.m. and the clerk shall give mailed and published notice of such hearing and improvement as required by law.

Adopted by the council this 26th day of October, 2020.

Michelle Otto
Mayor
City of Montrose

Deborah R. Boelter
City Clerk-Treasurer
City of Montrose

STATE OF MINNESOTA
CITY OF MONTROSE
COUNTY OF WRIGHT

I, the undersigned, being the duly qualified and acting Clerk-Treasurer of the City of Montrose, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true complete transcript of the minutes of a meeting of the City Council of said City, duly called and held on the date therein indicated, insofar as such minutes receiving feasibility report and calling hearing on improvement.

WITNESS my hand and the seal of said City this 26th day of October, 2020.

City Clerk-Treasurer

(SEAL)

NOTICE OF PUBLIC HEARING ON IMPROVEMENT
CITY OF MONTROSE, MINNESOTA

Notice is hereby given that the City Council of Montrose will meet in the council chambers of the Montrose Community Center, 200 Center Avenue South, at 7:00 p.m. on Monday, November 9th, 2020, to consider making improvements on:

Emerson Avenue South between the north line of US Highway 12 (Nelson Boulevard) and the south line of 3rd Street South, Emerson Avenue South between the north line of 2nd Street South and the south line of 1st Street South, Dakota Avenue South between the north line of 4th Street South and the south line of 3rd Street South, Center Avenue South between the north line of US Highway 12 (Nelson Boulevard) and the south line of First Street South, Center Avenue North between the north line of 1st Street North and the north line of 2nd Street North/Charity Lane North, Charity Lane North from the east line of Center Avenue North to a point approximately 65 feet east of Center Avenue North, 4th Street South between the east line of Emerson Avenue South and the east line of Dakota Avenue south, 3rd Street South between the west line of Emerson Avenue South and the west line of Center Avenue South, 3rd Street South between the east line of Center Avenue South and the west line of County Road 12 South (Buffalo Avenue South), 3rd Street South between the east line of County Road 12 South (Buffalo Avenue South) and a point approximately 345 feet east of County Road 12 South (Buffalo Avenue South), 2nd Street South between the west line of Emerson Avenue South and the west line of County Road 12 South (Buffalo Avenue South), 2nd Street South between the east line of County Road 12 South (Buffalo Avenue South) and a point approximately 365 feet east of County Road 12 South (Buffalo Avenue South), 1st Street South between the west line of Emerson Avenue South and the west line of County Road 12 South (Buffalo Avenue South), 1st Street North from the west line of County Road 12 South (Buffalo Avenue North) to the east line of Clementa Avenue Southwest, Emerson Avenue North from the north line of 1st Street North to the north line of Charity Circle/2nd Street North, and 2nd Street North from the west line of Emerson Avenue North to the east line of Center Avenue North by the construction of pavement, concrete curb and gutter, concrete sidewalk, storm sewer, sanitary sewer, and watermain, pursuant to Minnesota Statutes, sections 429.011 to 429.111. The area proposed to be assessed for such improvements consists of all properties abutting the improvements. The estimated cost of the improvements is \$9,230,000. A reasonable estimate of the impact of the assessment will be available at the hearing. Such persons desiring to be heard with reference to the proposed improvements will be heard at this meeting.

Deb Boelter
City Clerk

Published in the Wright County Journal Press October 29, 2020; November 5, 2020

***CITY OF MONTROSE,
MINNESOTA***

***SNOW AND ICE REMOVAL
MAINTENANCE POLICY***

***DATED: January 2006
REVISED: November 2008***

1. Introduction

The City of Montrose believes that it is in the best interest of the residents for the City to assume basic responsibility for control of snow and ice on City streets. The City will provide such control in a safe and cost effective manner, keeping in mind safety, budget, personnel and environmental concerns. The City will use city employees, equipment and /or private contractors to provide this service. This policy does not relieve the operator of private vehicles, pedestrians, property owners, residents and all others that may be using public streets, of their responsibility to act in a reasonable, prudent and cautious manner, given the prevailing street conditions.

2. When will the City start snow or ice control operations?

The Public Works Department will decide when to begin snow or ice control operations. The criteria for that decision are:

- A. Snow accumulation of 2 inches or more;
- B. Drifting snow that causes problems for travel;
- C. Ice conditions which seriously affect travel; and
- D. Time of snowfall in relationship to heavy use of streets

Snow and ice control operations are expensive and involve the use of limited personnel and equipment. Consequently, snowplowing operations will not be conducted for snowfall less than 2 inches.

3. How will the snow be plowed?

Snow will be plowed in a manner so as to minimize any traffic obstructions. The center of the roadway will be plowed first. The snow shall then be pushed from left to right. All roadways shall be plowed curb to curb. On one- way streets or where there is a center boulevard, snow may be pushed in either direction. The snow plow discharge shall go onto the boulevard area of the street, sidewalks, and driveways. Snow being accumulated on the plow blade has no place to go but in the driveway. The drivers make every attempt to minimize the amount of snow deposited in driveways, but the amount can still be significant. Based on priorities and staffing levels, City personnel do not provide driveway cleaning. Exceptions are possible for emergency situations. The Public Works Department makes every effort to remove snow as close to the curb line as practical and to provide access to mailboxes for mail delivery.

However, it is not possible to provide perfect conditions and minimize damage to mailboxes with the size and type of equipment the City operates. Therefore, the final cleaning adjacent to mailboxes is the responsibility of each resident. Snow in cul-de-sacs will normally be plowed to the outside of the cul-de-sacs, in heavy

snows, will be plowed to the center of the cul-de-sacs and be removed at a later time.

4. Snow Removal

The Public Works Department will determine when snow will be removed by truck from the area. The snow removal will occur in areas where there is no room on the boulevard for snow storage and where accumulated piles of snow create a hazardous condition. Snow removal operations will not commence until other snowplowing operations have been completed. Snow removal operations may also be delayed depending on weather conditions, personnel, and budget availability. The snow will be removed and hauled to a snow storage area. The snow storage area will be located so as to minimize environmental problems.

5. Priorities and Schedule for which streets will be plowed

The City has classified city streets based on street function, traffic volume, and importance to the welfare of the community. Those streets classified as "Snow Plow Routes" will be plowed first. These are high volume routes that connect major sections of the City and provide access for emergency, fire, police, and medical services. The second priority streets are those streets providing access to schools and commercial businesses. The third priority streets are low volume residential streets. The fourth priority areas are alleys and city parking lots.

During significant and severe storms, the city must be prepared to move personnel and equipment to maintain priority routes first. In fulfilling the need to have all priority streets safe and passable, when resources are limited, plowing of all other streets may be stopped at any time so resources can be shifted to priority routes.

Unforeseeable circumstances may cause delays in completing assigned plow routes. Such circumstances may include weather conditions that endanger the safety of snowplow operators and/or the safe effective operation of equipment, commuter traffic, disabled vehicles, poor visibility conditions, parked cars along streets, assistance to emergency response vehicles, equipment breakdown, and personnel shortages.

6. Work Schedule for snowplow operators

Snowplow operators will be expected to work eight-hour shifts. In severe snow emergencies, operators (sometimes) will have to work in excess of eight-hour shifts. However, because of budget and safety concerns, no operator shall work more than a twelve-hour shift in any twenty-four-hour period. Operators will take a fifteen minute break every two hours and a half hour meal break after 4 hours. After a twelve-hour day, the operator will be replaced as additional qualified personnel are available.

7. Traffic Regulations

The City recognizes that snowplow operators are exempt from traffic regulations set forth in Minnesota Statutes, Chapter 169 while actually engaged in work on streets, except for regulations related to driving while impaired and the safety of school children. Pursuant to this authority, snowplow operators engaged in snow removal or ice control on city streets have discretion to disregard traffic laws set forth in Chapter 169, except for laws relating to impaired driving and school children safety, when in their judgment, it is safe to disregard such laws. The privileges granted herein to operators of snow removal and ice control vehicles shall apply only if the vehicle is equipped with one lighted lamp displaying a flashing, oscillating, or rotating amber light placed in such a position on the vehicle as to be visible throughout an arc of 360 degrees.

8. Parking Restrictions

If conditions warrant commencement of city snow/ice removal operations as regulated by this policy, the city specifically reserves the right to call for towing services and the owner of the vehicle will be responsible for all costs incurred. This restriction shall be enforced 24 hours a day, 7 days a week from the period November 1 to March 30, inclusive. In accordance with the city wide ordinance No. 2006-02

9. Weather Conditions

Snow and ice control operations will be conducted only when weather conditions do not endanger the safety of city employees and equipment. Factors that may delay snow and ice control operations include; severe cold, significant winds and limited visibility.

10. Use of sand, salt and other chemicals

The city will use sand, salt and other chemicals when there is hazardous ice or slippery conditions. The City is concerned about the effect of such chemicals on the environment and will limit the use of these chemicals for that reason.

11. Sidewalks/Walking Trails

The City will maintain some of the sidewalks/walking trails in the city. The lists of these sidewalks/walking trails are attached. As there are a limited number of personnel available, the city will only maintain these sidewalks/walking trails after the streets have been plowed. It is the responsibility of the resident and/or property owner to remove all accumulated snow from all other sidewalks along

public streets adjoining their property. This includes any snow plowed from public streets onto the sidewalk.

12. Residential Property

Only those items which are installed properly and allowed by City ordinance to be within the City's right-of-way and damaged by actual contact with City equipment will be considered for repair or replacement at City expense. Damage to lawns, trees, fences, shrubbery, sprinkler heads and other landscaping in the City's right-of-way will not be considered for compensation. Damage to personal vehicles will only be considered only if legally parked and only if physically contacted by City equipment. Any reimbursement decisions are determined by the City's insurance company.

13. Complaint Procedure

Complaints will be recorded on telephone logs. Calls requiring service will be transferred to a work request and forwarded to the Public Works Director for scheduling. Emergency complaints will be handled in an expeditious manner as resources are available.

14. Deviation from policy

The Public Works Director may deviate from this policy when in his or her judgment it is in the best interest of the city or is necessary because of budget needs or other circumstances. Changes in priorities (lasting more than 4 hours) will be documented as to what caused such actions, why the change was necessary, and for how long the change was in effect. Those city employees and/or contractors affected will be notified immediately by radio or cell phone of such changes with all communications logged. Information logged will include the time and date of the communication, name of employee contacted, and how they were contacted. Any changes of priorities lasting more than 24 hours should be made in a written record and the public should be informed of such changes through normal methods used by the city for emergency notifications.

15. Review and modification of policy

The Public Works Director shall keep on file all comments and complaints received regarding this policy. The policy will reviewed periodically. Any review will consider comments and complaints since the last review and any other factors affecting the policy or its implementation.

Recognized "Snow Plow Routes"

1. *Brook Circle E. & Brook Circle West*
2. *7th Street South*
3. *Center Ave. South*
4. *Second Street South*
5. *Third Street South*
6. *Garfield Ave. South*
7. *First Street North*
8. *Emerson Ave North*
9. *Fifth Street North*
10. *Seventh Street North*
11. *Aspen Lane*
12. *Clementa Ave.*
13. *Breckenridge Lane*
14. *White Tail Ave.*
15. *Third Street North East*
16. *Pheasant Ridge Drive*
17. *Quail Drive*

Sidewalk/Walking Trail Plow Routes

1. *Sidewalks along Trunk Highway 12 (Nelson Blvd)*
2. *Sidewalks/Walking Trails Along County Road 12 (Buffalo Ave. South)*
3. *Sidewalks along First Street North*
4. *Walking Trails along Third Street North East*
5. *Downtown area sidewalks to provide safe routes to Montrose Elementary School*
6. *Sidewalk along Fifth Street North*
7. *Sidewalks along Seventh Street North*
8. *Sidewalks along Aspen Lane*
9. *Sidewalks along Breckenridge Lane*
10. *Walking Trails within the City Park System*

CITY OF MONTROSE, MINNESOTA

ORDINANCE GRANTING A CABLE TELEVISION FRANCHISE

TO

**COMCAST OF ARKANSAS/LOUISIANA/MINNESOTA/MISSISSIPPI/
TENNESSEE, LLC**

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ORDINANCE NO. 2020-06

AN ORDINANCE RENEWING THE GRANT OF A FRANCHISE TO COMCAST OF ARKANSAS/LOUISIANA/MINNESOTA/MISSISSIPPI/TENNESSEE, LLC TO OPERATE AND MAINTAIN A CABLE SYSTEM IN THE CITY OF MONTROSE, MINNESOTA; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE; PROVIDING FOR CITY REGULATION AND ADMINISTRATION OF THE CABLE SYSTEM; TERMINATING PRIOR FRANCHISE

RECITALS

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

Comcast of Arkansas/Louisiana/Minnesota/Mississippi/Tennessee, LLC, a Delaware corporation ("Grantee") has operated a Cable System in the City, under a cable television franchise granted pursuant to a Cable Television Franchise Ordinance 98-01.

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

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

NOW, THEREFORE, THE CITY OF MONTROSE DOES ORDAIN that a franchise is hereby granted to Comcast of Arkansas/Louisiana/Minnesota/Mississippi/Tennessee, LLC to operate and maintain a Cable System in the City upon the following terms and conditions:

SECTION 1 DEFINITIONS

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

(a) "Access Channels" means any channel or portion of a channel utilized for public, educational or governmental programming.

(b) "Affiliate" shall mean any Person controlling, controlled by or under common control of Grantee.

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

(d) “Basic Cable Service” means any service tier which includes the lawful retransmission of local television broadcast.

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

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

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

(h) “Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as defined by the FCC by regulation.

(i) “City” shall mean the City of Montrose, a municipal corporation in the State of Minnesota.

(j) “City Code” means the Municipal Code of the City of Montrose, Minnesota, as may be amended from time to time.

(k) “Connection” means the attachment of the Drop to the television set of the Subscriber.

(l) “Converter” means an electronic device, including digital transport adapters, which converts signals to a frequency not susceptible to interference within the television receiver of a Subscriber, and by an appropriate Channel selector also permits a Subscriber to view all signals included in the Basic Cable Service tier delivered at designated converter dial locations.

(m) “Council” shall mean the governing body of the City.

- (n) "Day" unless otherwise specified shall mean a calendar day.
- (o) "Drop" shall mean the cable that connects the Subscriber terminal to the nearest feeder cable of the cable.
- (p) "Effective Date" shall be January 1, 2021, after the City's approval of this Franchise.
- (q) "Expanded Basic Service" means the next tier of service above the Basic Cable Service tier excluding premium or pay-per-view services.
- (r) "FCC" means the Federal Communications Commission, or a designated representative.
- (s) "Franchise" shall mean the right granted by this Franchise Ordinance and conditioned as set forth herein.
- (t) "Franchise Area" means the entire geographic area within the City as it is now constituted or may in the future be constituted.
- (u) "Franchise Fee" shall mean the fee assessed by the City to Grantee, in consideration of Grantee's right to operate the Cable System within the City's Streets and rights-of-way, determined in amount as a percentage of Grantee's Gross Revenues and limited to the maximum percentage allowed for such assessment by federal law. The term Franchise Fee does not include the exceptions noted in 47 U.S.C. §542(g)(2)(A-E).
- (v) "GAAP" means generally accepted accounting principles as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC").
- (w) "Gross Revenues" means any and all compensation in whatever form, from any source, directly or indirectly earned by Grantee or any Affiliate of Grantee or any other Person who would constitute a cable operator of the Cable System under the Cable Act, derived from the operation of the Cable System to provide Cable Service within the Franchise Area. Gross Revenues include, by way of illustration and not limitation:
 - (i) monthly fees for Cable Services regardless of whether such Cable Services are provided to residential or commercial Subscribers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event, audio channels, and video-on-demand Cable Services);
 - (ii) installation, disconnection, reconnection, downgrade, upgrade, maintenance, repair or similar charges associated with Subscriber Cable Service levels;

(iii) fees paid to Grantee for Channels designated for commercial/leased access use which shall be allocated on a pro rata basis using total Cable Service Subscribers within the Franchise Area;

(iv) Converter, remote control, and other Cable Service equipment rentals, leases, or sales;

(v) Payments for prepaid Cable Services and/or equipment;

(vi) Advertising revenues as defined herein;

(vii) Fees including, but not limited to;

1. late fees, convenience fees, administrative fees and other multiservice revenues, which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total Subscriber revenues within the Franchise Area;

2. revenues from program guides;

3. Franchise Fees;

4. FCC regulatory fees;

5. Except as provided in subsection (ix) below, any fee, tax, including without limitation, the City's utility tax, or other charge assessed against Grantee by City, which Grantee chooses to pass through and collect from its Subscribers; and

6. commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a pro rata basis using total Cable Service Subscribers within the City.

(viii) "Gross Revenues" shall include amounts earned by Affiliates only to the extent that Grantee could, in concept, have earned such types of revenue in connection with the operation of Grantee's Cable System to provide Cable Services and recorded such types of revenue in its books and Records directly, but for the existence of Affiliates.

(ix) "Advertising Revenues" shall mean revenues derived from sales of advertising that are made available to Grantee's Cable System Subscribers within the Franchise Area and shall be allocated on a pro rata basis using total Cable Service Subscribers reached by the advertising. Additionally, Grantee agrees that Gross Revenues subject to Franchise Fees shall include all commissions, representative fees, affiliated entity fees, or rebates paid to the National Cable Communications and Comcast Spotlight or their successors associated with sales of advertising on the Cable System within the City allocated according to this paragraph using total Cable Service subscribers reached by the advertising.

(x) “Gross Revenues” shall not include:

1. actual bad debt write-offs, except any portion which is subsequently collected which shall be allocated on a *pro rata* basis using Cable Services revenue as a percentage of total Grantee revenues within the Franchise Area;
2. Public, Educational and Governmental (PEG) Fees; and
3. unaffiliated third party advertising sales agency fees which are reflected as a deduction from revenues.

(xi) To the extent revenues are received by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on an approximate *pro rata* basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, state or local law, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee derives revenues in the City. The City reserves its right to review and to challenge Grantee’s calculations.

(xii) Grantee reserves the right to change the allocation methodologies set forth in paragraph (x) above to meet the standards mandated by the Financial Accounting Standards Board (“FASB”), Emerging Issues Task Force (“EITF”) and/or the U.S. Securities and Exchange Commission (“SEC”). Grantee will explain and document the required changes to the City as part of any audit or review of Franchise Fee payments, and any such changes shall be subject to subparagraph (xiii) below.

(xiii) Resolution of any disputes over the classification of revenue should first be attempted by agreement of the parties, but should no resolution be reached, the parties agree that reference shall be made to GAAP as promulgated and defined by the FASB, EITF and/or the SEC. Notwithstanding the forgoing, the City reserves its right to challenge Grantee’s calculation of Gross Revenues, including the interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.

(xiv) Subject to the provisions of subsection xiii, nothing in this definition of Gross Revenues shall in any way serve to waive the City’s right to receive the maximum five percent (5%) Franchise Fee as set forth in 47. U.S.C. Section 542, irrespective of whether the City chooses to receive its compensation in cash or in in-kind services, to the extent “in-kind” services are considered part of the 5% Franchise Fee cap under Applicable Law. Neither the Grantee nor the

City waive any rights either party may have regarding enforcement of all rights set forth in 47. U.S.C. Section 542.

(x) “Minnesota Cable Communications Act” means the provisions of Minnesota law governing the requirements for a cable television franchise as set forth in Minn. Stat. Chapter 238, as may be amended.

(y) “Minnesota Government Data Practices Act” means the provisions of Minnesota law governing the requirements for public records as set forth in Minn. Stat. Chapter 238.

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

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

(bb) “PEG” means public, educational and governmental.

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

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

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

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

SECTION 2 FRANCHISE

2.1 Grant of Franchise. The City hereby authorizes Grantee to occupy or use the City's Streets subject to: 1) the provisions of this non-exclusive Franchise to provide Cable Service within the City; and 2) all applicable provisions of the City Code. Unless this Franchise has expired pursuant to Section 2.8 herein or this Franchise is otherwise terminated pursuant to Section 10.2 herein, this Franchise shall constitute both a right and an obligation to provide Cable Services as required by the provisions of this Franchise. Nothing in this Franchise shall be construed to prohibit Grantee from: 1) providing services other than Cable Services to the extent not prohibited by Applicable Law; or 2) challenging any exercise of the City's legislative or regulatory authority in an appropriate forum. The City hereby reserves all of its rights to regulate such other services to the extent not prohibited by Applicable Law and no provision herein shall be construed to limit or give up any right to regulate.

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

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

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

2.5 Franchise Nonexclusive. The Franchise granted herein shall be nonexclusive. The City specifically reserves the right to grant, at any time, such additional franchises for a Cable System as it deems appropriate provided, however, such additional grants shall not operate to materially modify, revoke, or terminate any rights previously granted to Grantee other than as described in Section 17.23. The grant of any additional franchise shall not of itself be deemed to constitute a modification, revocation, or termination of rights previously granted to Grantee. Any additional cable franchise grants shall comply with Minn. Stat. § 238.08 and any other applicable federal level playing field requirements.

2.6 Periodic Public Review of Franchise. Within sixty (60) Days of the third (3rd) and sixth (6th) annual anniversary of the Effective Date of this Franchise, the City may conduct a public review of the Franchise. The purpose of any such review shall be to ensure, with the benefit of full opportunity for public comment, that the Grantee continues to effectively serve the public in the light of new developments in cable law and regulation, cable technology, cable company performance with the requirements of this Franchise, local regulatory environment, community needs and interests, and other such factors. Both the City and Grantee agree to make a full and good faith effort to participate in the review. So long as Grantee receives reasonable notice, Grantee shall participate in the review process and shall fully cooperate. The review shall not operate to modify or change any provision of this Franchise without mutual written consent in accordance with Section 16.6 of this Franchise.

2.7 Transfer of Ownership.

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

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

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

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

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

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

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

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

2.8 Expiration. Upon expiration of the Franchise, the City may, subject to Grantee's rights under Section 626 of the Cable Act:

- (a) extend the Franchise, though nothing in this provision shall be construed to require such extension;
- (b) renew the Franchise, in accordance with Applicable Laws;
- (c) invite additional franchise applications or proposals;
- (d) terminate the Franchise subject to any rights Grantee has under Section 626 of the Cable Act; or
- (e) take such other action as is compliant with Applicable Law.

2.9 Right to Require Removal of Property. At the expiration of the term for which the Franchise is granted provided no renewal is granted, or upon its forfeiture or revocation as provided for herein, the City shall have the right to require Grantee to remove at Grantee's own expense all or any part of the Cable System from all Streets and public ways within the Franchise Area within a reasonable time. If Grantee fails to do so, the City may perform the work and collect the cost thereof from Grantee. However, Grantee shall have no obligation to remove the Cable System where it utilizes the System to provide other non-Cable Services to the extent Grantee has authority under Applicable Law to maintain facilities in the Streets, and subject to Grantee's obligation to apply for and secure a right-of-way permit from the City, if applicable.

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

SECTION 3 OPERATION IN STREETS AND RIGHTS-OF-WAY

3.1 Use of Streets.

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

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

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

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

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

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

3.5 Undergrounding.

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

- (i) all other existing utilities are required to be placed underground by statute, resolution, policy or other Applicable Law;
- (ii) Grantee is unable to get pole clearance;
- (iii) underground easements are obtained from developers of new residential areas; or
- (iv) subject to technical and economic feasibility, utilities are overhead but residents prefer underground (undergrounding to be handled in accordance with the City Code provided at cost paid by benefited residents).

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

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

3.6 Maintenance and Restoration.

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

paid by Grantee. If Grantee causes any damage to private property in the process of restoring facilities, Grantee shall repair such damage.

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

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

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

3.8 Relocation.

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

(b) **Utilities and Other Franchisees.** If, during the term of the Franchise, another entity which holds a franchise or any utility requests Grantee to remove or relocate such facilities to accommodate the construction, maintenance or repair of the requesting party's facilities, or their more efficient use, or to "make ready" the requesting party's facilities for use by others, or because Grantee is using a facility which the requesting party has a right or duty to remove, Grantee shall do so. The companies

involved may decide among themselves who is to bear the cost of removal or relocation, pursuant to City Code, and provided that the City shall not be liable for such costs.

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

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

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

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

SECTION 4 REMOVAL OR ABANDONMENT OF SYSTEM

4.1 Removal of Cable System. In the event that: (1) the use of the Cable System is discontinued for any reason for a continuous period of twelve (12) months; or (2) the Cable System has been installed in a Street without complying with the requirements of this Franchise, Grantee, at its expense shall, at the demand of the City remove promptly from the Streets all of the aerial portion of the Cable System other than any which the City may permit to be abandoned

in place. In the event of any such removal Grantee shall promptly restore the Street to a condition as nearly as possible to its prior condition the Street or other public places in the City from which the System has been removed in accordance with all requirements of the City Code and Section 3.6 herein. However, Grantee shall have no obligation to remove the Cable System where it utilizes the system to provide other non-Cable Services and has any other authority under Applicable Law to maintain facilities in the public rights-of-way, or where Grantee is able to find a purchaser of the Cable System, acceptable to the City, who holds such authorization.

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

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

4.4 City Options for Failure to Remove Cable System.

(a) If Grantee has failed to complete such removal within the time given after written notice of the City's demand for removal is given, the City shall have the right to exercise one of the following options:

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

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

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

4.5 System Construction and Equipment Standards. The Cable System shall be installed and maintained in accordance with standard good engineering practices and shall

conform, when applicable to the National Electrical Safety Code, the National Electrical Code and the FCC's Rules and Regulations.

4.6 System Maps and Layout. Grantee shall comply with City Code. City agrees to enforce the requirements in a uniform and nondiscriminatory manner against all applicable "Telecommunication Rights-of-Way User" in the City.

SECTION 5 SYSTEM DESIGN AND CAPACITY

5.1 Availability of Signals and Equipment.

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

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

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

5.2 System Specifications.

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

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

(c) **Standby Power.** Grantee shall provide standby power generating capacity at the Cable System control center and at all hubs. Grantee shall maintain standby power

system supplies, rated at least at two (2) hours' duration, throughout the trunk and distribution networks. In addition, Grantee shall have in place throughout the Franchise term a plan, and all resources necessary for implementation of the plan, for dealing with outages of more than two (2) hours.

(d) **Technical Standards.** The technical standards used in the operation of the Cable System shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Systems pursuant to Title 47, Section 76, Subpart K of the Code of Federal Regulations, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference. The Cable System shall be installed and maintained in accordance with standard good engineering practices and shall conform with the National Electrical Safety Code and all other Applicable Laws governing the construction of the Cable System and in such manner that the Cable System shall not interfere with any installations of the City.

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

- (a) Tests required by the City to demonstrate Franchise compliance; and
- (b) Written records of all system test results performed by or for Grantee shall be maintained as required by FCC regulations, and shall be available for City inspection upon request.

5.4 Special Testing.

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

(b) Before ordering such tests, Grantee shall be afforded thirty (30) Days following receipt of written notice to investigate and, if necessary, correct problems or complaints upon which tests were ordered. City shall meet with Grantee prior to requiring special tests to discuss the need for such and, if possible, visually inspect those locations which are the focus of concern. If, after such meetings and inspections, City wishes to commence special tests and the thirty (30) Days have elapsed without correction of the matter in controversy or unresolved complaints, the tests shall be conducted at Grantee's expense by Grantee's qualified engineer. The City shall have a

right to participate in such testing by having an engineer of City's choosing, and at City's expense, observe and monitor said testing.

SECTION 6 PROGRAMMING AND SERVICES

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

- (a) Local Broadcast (subject to federal carriage requirements)
- (b) Public Broadcast
- (c) News and Information
- (d) Sports
- (e) General Entertainment
- (f) Arts/Performance/Humanities
- (g) Science/Technology
- (h) Children/Family/Seniors
- (i) Foreign Language/Ethnic Programming
- (j) PEG Access Programming (to the extent required by the Franchise)
- (k) Movies

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

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

6.4 FCC Reports. The results of any tests required to be filed by Grantee with the FCC shall also be copied to City within ten (10) Days of the conduct of the date of the tests.

6.5 Limitation on Free Service.

(a) The parties acknowledge that as of the Effective Date of this Franchise, Grantee continues to provide Complimentary Services to certain schools, libraries and public institutions within the Franchise Area as set forth in Exhibit A. In the event Grantee elects, to the extent permitted by Applicable Laws, to invoice the City for Complimentary Services, the Grantee agrees that it will do so only after providing City with one hundred twenty (120) Days' prior written notice. Grantee agrees not to unfairly or unreasonably discriminate against the City with respect to other Minnesota served local franchising authorities, with respect to the costs to be imposed for Complimentary Services.

(b) The City shall have right to discontinue receipt of all or a portion of the Complimentary Service provided by Grantee in the event Grantee elects to impose a charge against the City for the Complimentary Service as set forth in the preceding paragraph.

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

6.7 Line Extension.

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

(b) Where the density is less than specified above, and if it is in Grantee's regular business practices, Grantee shall inform Persons requesting Service of the possibility of paying for installation or a line extension and shall offer to provide them with a free written estimate of the cost, which shall be provided within a reasonable time and if a significant delay is likely Grantee will provide an estimate of when the bid estimate can be provided. Grantee may offer the Persons requesting service the opportunity to "prepay" some or all of the necessary line extensions according to its regular business policies. Grantee shall at all times implement such line extension policy in a nondiscriminatory manner throughout the City.

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

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

SECTION 7 PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

7.1 Number of PEG Access Channels.

(a) Grantee will make available a minimum of one (1) PEG Access Channels for the Franchise term and shall offer them in standard definition ("SD") format. Grantee shall provide the Access Channels on the Basic Cable Service tier.

(b) PEG Access Channels and programming may be delivered by City to Grantee in SD format as set forth herein. Grantee shall provide all necessary transmission equipment from the demarcation point and throughout Grantee's distribution system, in order to deliver the PEG Access Channels to Subscribers.

(c) Grantee will continue to carry the PEG Access Channels in SD format as long as there are SD Channels in Grantee's Basic Cable Service tier. If Grantee discontinues carriage of SD Channels, all of the PEG Access Channels shall be carried in HD format.

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

7.3 Transmission of Access Channels. PEG Access Channels may be used for transmission of non-video signals in compliance with Applicable Laws. This may include downstream transmission of data using a protocol such as TCP/IP or current industry standards. Should Grantee develop the capability to provide bi-directional data transmission, spectrum capacity shall be sufficient to allow Subscribers to transmit data to PEG facilities.

7.4 PEG Access Channel Locations.

(a) PEG Access Channels shall be carried on the Basic Cable Service tier as set forth in Section 7.1 herein. Nothing herein precludes the Grantee from charging for equipment needed for Basic Cable Service. Grantee shall make every reasonable effort to coordinate cablecasting PEG Access programming on the Cable System on the same Channel designations as such programming is cablecast within the City as of the Effective Date. In no event shall any PEG Access Channel reallocations be made prior to ninety (90) Days written notice to the City by Grantee, except for circumstances beyond Grantee's reasonable control. The PEG Access Channel is presently located on Channel 6.

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

(c) Grantee shall make reasonable efforts to minimize Channel movements for PEG Access Channels, and shall make reasonable efforts to locate PEG Access Channels in its lineup in a manner that is easily accessible to Subscribers. In the event a

PEG Access Channel is moved, Grantee, at Grantee's expense, will place City's notices of the PEG Access Channel change on its regular monthly billings, upon City's request.

(d) In conjunction with any occurrence of any SD PEG Access Channel(s) relocation, Grantee shall provide up to One Thousand and Five Hundred Dollars (\$1,500) of reimbursement for costs incurred by City to promote the new Channel locations.

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

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

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

7.8 Future Fiber Return Lines for PEG.

(a) At such time that the City determines:

(i) that the City desires the capacity to allow Subscribers in the City to receive PEG programming (video or character generated) which may originate from schools, City facilities, other government facilities or other designated facilities (other than those indicated in paragraph 7.9); or

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

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

the City may elect to give Grantee written notice detailing the point of origination and the capability sought by the City. After an agreement to reimburse Grantee for Grantee's out of pocket time and material costs, Grantee will implement any

necessary Cable System changes within a reasonable period of time. Nothing herein prevents the City, or a private contractor retained by the City, from constructing said return fiber. Grantee agrees that it shall not impose any recurring charge for the use of connections/ facilities.

7.9 PEG Access Channel Carriage.

(a) Grantee shall provide all necessary transmission equipment, at no cost to the City, from the demarcation point and throughout Grantee's distribution system in order to deliver the PEG Access Channels. Any and all costs associated with any modification of the PEG Access Channels or signals after the PEG Access Channels/ signals leave the City's designated playback facilities, or any designated playback center authorized by the City shall be borne entirely by Grantee. Grantee shall not cause any programming to override PEG programming on any PEG Access Channel, except by oral or written permission from the City, with the exception of emergency alert signals.

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

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

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

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

7.10 PEG Technical Quality.

(a) Grantee will deliver the SD/HD PEG Access Channel to Subscribers so that it is viewable without degradation, provided that it is not required to deliver a PEG Access Channel at a resolution higher than the highest resolution used in connection with the delivery of local broadcast signals to the public. Grantee may implement SD/HD carriage of the PEG Access Channel in any manner (including selection of compression,

utilization of IP, and other processing characteristics) that produces a signal as accessible, functional, useable and of a quality comparable (meaning indistinguishable to the viewer) to broadcast SD/HD channels carried on the Cable System.

(b) Within eight (8) hours of a written or e-mailed request from City to the Grantee identifying a technical problem with a PEG Access Channel and requesting assistance, Grantee will provide technical assistance or diagnostic services to determine whether or not a problem with a PEG signal is the result of matters for which Grantee is responsible and if so, Grantee will take prompt corrective action. If the problem persists and there is a dispute about the cause, then the parties shall meet with engineering representation from Grantee and the City in order to determine the course of action to remedy the problem.

(c) If changes in the technology used by the Grantee require additional equipment for reception of PEG Access Channels, the Grantee shall make such equipment available free of charge and at no cost to the City.

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

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

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

SECTION 8 REGULATORY PROVISIONS

8.1 Intent. The City shall have the right to administer and regulate activities under the Franchise up to the full extent permitted by Applicable Law.

8.2 Delegation of Authority to Regulate. The City reserves the right to delegate its regulatory authority wholly or in part to agents of the City, including, but not limited to, an agency which may be formed to regulate several franchises in the region in a manner consistent with Applicable Laws. Any existing delegation in place at the time of the grant of this Franchise shall remain intact unless expressly modified by City.

8.3 Areas of Administrative Authority. In addition to any other regulatory authority granted to the City by law or franchise, the City or its designee, shall have administrative authority in the following areas:

- (a) Administering and enforcing the provisions of this Franchise, including the adoption of administrative rules and regulations to carry out this responsibility.
- (b) Coordinating the operation of PEG Access Channels.
- (c) Formulating and recommending long-range cable communications policy for the Franchise Area.
- (d) Disbursing and utilizing Franchise revenues paid to the City.
- (e) Administering the regulation of rates, to the extent permitted by Applicable Law.
- (f) All other regulatory authority permitted under Applicable Law.

The City or its designee shall have continuing regulatory jurisdiction and supervision over the System and the Grantee's operations under the Franchise to the extent allowed by Applicable Law.

8.4 Regulation of Rates and Charges.

- (a) **Right to Regulate.** The City reserves the right to regulate rates or charges for any Cable Service within the limits of Applicable Law, to enforce rate regulations prescribed by the FCC, and to establish procedures for said regulation or enforcement.
- (b) **Notice of Change in Rates and Charges.** Throughout the term of this Franchise, Grantee shall give the City and all Subscribers within the City at least thirty (30) Days' notice of any intended modifications or additions to Subscriber rates or charges. Nothing in this subsection shall be construed to prohibit the reduction or waiving of rates or charges in conjunction with promotional campaigns for the purpose of attracting Subscribers or users.
- (c) **Rate Discrimination Prohibited.** Within any category of Subscribers, Grantee shall not discriminate among Subscribers with regard to rates and charges made for any service based on considerations of race, color, creed, sex, marital or economic status, national origin, sexual preference, or (except as allowed by Applicable Law) neighborhood of residence, except as otherwise provided herein; and for purposes of setting rates and charges, no categorization of Subscribers shall be made by Grantee on the basis of those considerations. Nevertheless, Grantee shall be permitted to establish (1) discounted rates and charges for providing Cable Service to low-income, handicapped, or low-income elderly Subscribers, (2) promotional rates, and (3) bulk rate and package discount pricing.

SECTION 9 SECURITY FUND

9.1 Security Fund. If there is an uncured breach by Grantee of a material provision of this Franchise or a pattern of repeated violations of any provision(s) of this Franchise that remain uncured, then Grantee shall, upon written request, establish and provide to the City, as security for the faithful performance by Grantee of all of the provisions of this Franchise, a letter

of credit from a financial institution satisfactory to the City in the amount of Twenty Thousand and No/100 Dollars (\$20,000.00). In no event shall Grantee fail to post a Twenty Thousand and No/100 Dollar (\$20,000.00) letter of credit within thirty (30) Days receipt of a notice of Franchise violation pursuant to this Section 9.1. Failure to post said letter of credit shall constitute a separate material violation of this Franchise, unless the breach is cured within such thirty (30) Day period or longer period allowed under the Franchise. The letter of credit shall serve as a common security fund for the faithful performance by Grantee of all the provisions of this Franchise and compliance with all orders, permits and directions of the City and the payment by Grantee of any claim, liens, costs, expenses and taxes due the City which arise by reason of the construction, operation or maintenance of the Cable System. Interest on this deposit shall be paid to Grantee by the bank on an annual basis. The security may be terminated by the Grantee upon the resolution of the alleged noncompliance. The obligation to establish the security fund required by this paragraph is unconditional. The fund must be established in those circumstances where Grantee disputes the allegation that it is not in compliance, and maintained for the duration of the dispute. If Grantee fails to establish the security fund as required, the City may take whatever action is appropriate to require the establishment of that fund and may recover its costs, reasonable attorneys' fees, and an additional penalty of Two Thousand Dollars (\$2,000) in that action.

9.2 Withdrawal of Funds. Provision shall be made to permit the City to withdraw funds from the security fund. Grantee shall not use the security fund for other purposes and shall not assign, pledge or otherwise use this security fund as security for any purpose.

9.3 Restoration of Funds. Within ten (10) Days after notice to it that any amount has been withdrawn by the City from the security fund pursuant to Section 9.4 of this Franchise, Grantee shall deposit a sum of money sufficient to restore such security fund to the required amount.

9.4 Liquidated Damages. In addition to recovery of any monies owed by Grantee to City or damages to City as a result of any acts or omissions by Grantee pursuant to the Franchise, City in its sole discretion may charge to and collect from the security fund the following liquidated damages:

- (a) For failure to provide data, documents, reports or information or to cooperate with City during an application process or System review, the liquidated damage shall be One Hundred Dollars (\$100.00) per Day for each Day, or part thereof, such failure occurs or continues.
- (b) For failure to comply with any of the provisions of this Franchise for which a penalty is not otherwise specifically provided pursuant to this Paragraph 9.4, the liquidated damage shall be One Hundred Fifty Dollars (\$150.00) per Day for each Day, or part thereof, such failure occurs or continues.
- (c) For failure to test, analyze and report on the performance of the System following a request by City, the liquidated damage shall be Two Hundred Fifty Dollars (\$250.00) per Day for each Day, or part thereof, such failure occurs or continues.

(d) Forty-five (45) Days following notice from City of a failure of Grantee to comply with construction, operation or maintenance standards, the liquidated damage shall be Two Hundred Dollars (\$200.00) per Day for each Day, or part thereof, such failure occurs or continues.

(e) For failure to provide the services Grantee has proposed, including but not limited to the implementation and the utilization of the PEG Access Channels the liquidated damage shall be One Hundred Fifty (\$150.00) per Day for each Day, or part thereof, such failure occurs or continues.

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

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

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

9.8 Procedure for Draw on Security Fund.

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

(b) City shall hear Grantee's dispute at the next regularly scheduled or specially scheduled Council meeting. Grantee shall have the right to speak and introduce evidence. The City shall determine if Grantee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, Grantee may petition for reconsideration.

(c) If after hearing the dispute, the claim is upheld by the City, then Grantee shall have thirty (30) Days within which to remedy the violation before the City may require payment of all liquidated damages due it.

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

9.10 Grantee's Right to Pay Prior to Security Fund Draw. Grantee shall have the opportunity to make prompt payment of any assessed liquidated damages and if Grantee fails to promptly remit payment to the City, the City may resort to a draw from the security fund in accordance with the terms of this Section 9 of the Franchise.

9.11 Failure to so Replenish Security Fund. If any security fund is not so replaced, City may draw on said security fund for the whole amount thereof and hold the proceeds, without interest, and use the proceeds to pay costs incurred by City in performing and paying for any or all of the obligations, duties and responsibilities of Grantee under this Franchise that are not performed or paid for by Grantee pursuant hereto, including attorneys' fees incurred by the City in so performing and paying. The failure to so replace any security fund may also, at the option of City, be deemed a default by Grantee under this Franchise. The drawing on the security fund by City, and use of the money so obtained for payment or performance of the obligations, duties and responsibilities of Grantee which are in default, shall not be a waiver or release of such default.

9.12 Collection of Funds Not Exclusive Remedy. The collection by City of any damages or monies from the security fund shall not affect any other right or remedy available to City, nor shall any act, or failure to act, by City pursuant to the security fund, be deemed a waiver of any right of City pursuant to this Franchise or otherwise. Notwithstanding this section, however, should the City elect to impose liquidated damages that remedy shall remain the City's exclusive remedy for the one hundred twenty (120) Day period set forth in Section 9.6.

SECTION 10 DEFAULT

10.1 Basis for Default. City shall give written notice of default to Grantee if City reasonably determines that Grantee has:

(a) Violated any material provision of this Franchise or the acceptance hereto or any rule, order, regulation or determination of the City, state or federal government, not in conflict with this Franchise the violation of which prevents the Grantee from operating the Cable System in compliance with this Franchise;

(b) Attempted to evade any material provision of this Franchise or the acceptance hereof;

(c) Practiced any fraud or deceit upon City or Subscribers resulting in material harm;

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

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

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

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

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

10.3 Mediation. If the Grantee and City are unable to resolve a dispute through informal negotiations during the period of thirty (30) Days following the submission of the claim giving rise to the dispute by one (1) party to the other, then unless that claim has been waived as provided in the Franchise, such claim may be subject to mediation if jointly agreed upon by both parties. Mutually agreed upon mediation shall stay other enforcement remedies of the parties for a period of ninety (90) Days from the date of filing, unless stayed for a longer period by agreement of the Grantee and City. The Grantee and City shall each pay one-half of the mediator's fee and any filing fees. The mediation shall be held in the City unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as a settlement agreement in any court having jurisdiction thereof. Nothing herein shall serve to modify or on any way delay the franchise enforcement process set forth in Section 9 of this Franchise.

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

10.5 Compliance with the Laws.

(a) If any federal or state law or regulation shall require or permit City or Grantee to perform any service or act or shall prohibit City or Grantee from performing any service or act which may be in conflict with the terms of this Franchise, then as soon as possible following knowledge thereof, either party shall notify the other of the point in conflict believed to exist between such law or regulation. Grantee and City shall conform to state laws and rules regarding cable communications not later than one (1) year after they become effective, unless otherwise stated, and shall conform to federal laws and regulations regarding cable as they become effective.

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

SECTION 11 FORECLOSURE AND RECEIVERSHIP

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

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

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

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

SECTION 12 REPORTING REQUIREMENTS

12.1 Quarterly Reports. Within forty-five (45) Days after the end of each calendar quarter, Grantee shall submit to the City along with its Franchise Fee payment a report showing the basis for computation of such fees prepared by an officer of Grantee showing the basis for the computation of the Franchise Fees paid during that period in a form and substance substantially equivalent to Exhibit B attached hereto. This report shall separately indicate revenues received by Grantee within the City including, but not limited to such items as listed in the definition of “Gross Revenues” at Section 1 of this Franchise.

12.2 Reports. Upon request of the City and in no event later than thirty (30) Days from the date of receipt of such request, Grantee shall, free of charge, prepare and furnish to the City such additional reports with respect to its operation, affairs, transactions, or property, as may be reasonably necessary to ensure compliance with the terms of this Franchise and as such information may be maintained in the ordinary course of business. City shall agree to maintain the continuing confidentiality of such records as so designated by Grantee. Neither City nor Grantee shall unreasonably demand or withhold information requested pursuant with the terms of this Franchise.

12.3 Public Records

(a) Grantee acknowledges that information submitted by Grantee to the City may be open to public inspection under the Minnesota Government Data Practices Act (“MGDPA”) pursuant to Minn. Stat. Chapter 13. Grantee is responsible for becoming familiar with and understanding the provisions of the MGDPA.

(b) Grantee may identify information submitted to the City as confidential, if Grantee reasonably believes such information is qualified for an exemption recognized under the MGDPA. Grantee shall prominently mark each page, or portion thereof, for which it is claiming confidentiality as “Confidential” prior to submitting such information to the City. When submitting such information to the City, Grantee shall submit documentation to the City that specifically identifies the applicable exemption under the MGDPA and stating the reason(s) Grantee believes the information is exempt from public inspection. After reviewing the Grantee’s request for confidentiality, and determining whether the identified exemptions are applicable, the City shall take reasonable steps to protect the confidential nature of any such information, consistent with the MGDPA, including only disclosing such information to employees, representatives, and agents thereof that have a need to know or in order to enforce the provisions of this Franchise.

(c) Within five (5) working days of receiving a public records request to inspect any such request, the City shall provide the Grantee with written notice of the request, including a copy of the request. Grantee shall have five (5) working days within which to provide a written response to the City, before the City may disclose any of the requested, confidential information. If the City determines that it will be necessary to reveal the information, the City shall promptly notify the Grantee, and do so at least five (5) working days prior to the information being released. The City shall retain final discretion to determine whether to release the requested information in response to any public records request, as recognized under the MGDPA.

12.4 Communications with Regulatory Agencies.

(a) Grantee shall submit to City copies of any communications to any federal, state or local courts, regulatory agencies and other government bodies if such documents are directly related to the operation of Grantee's Cable System or Grantee's provision of Cable Services within the Franchise Area. Grantee shall submit such communications to the City no later than thirty (30) Days after such communications have been filed. Grantee shall not claim confidential, privileged or proprietary rights to such documents unless under Applicable Law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency or as a request for confidential treatment is pending. With respect to all other reports, documents and notifications provided to any federal, State or local regulatory agency as a routine matter in the due course of operating Grantee's Cable System within the Franchise Area, Grantee shall make such documents available to City upon City's written request.

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

12.5 Open Records. Grantee shall manage all of its operations in accordance with a policy of keeping its records open and accessible to the City. The City, upon reasonable notice, shall have the right to inspect all records of the Grantee and affiliated entities necessary to determine compliance by Grantee with its obligations under this Franchise. Such inspection shall take place at any time during Normal Business Hours at a Grantee business operations site within the Twin Cities of Minnesota. Grantee shall not deny the City access to Grantee's records on the basis that Grantee's records are under the control of an affiliated entity or a third party, rather than the Grantee. In the case of affiliated entities not under common control with Grantee, Grantee shall not be subject to the remedies set forth in Section 10 if such Affiliate does not permit inspection of its records, and Grantee has;

(a) made available for inspection all of its records relevant to the determination of compliance; and

(b) exercised all reasonable efforts to persuade such affiliated entity to make such records available for inspection.

12.6 Information and Reports. Upon request, Grantee shall provide a current copy of the following information which is reasonably necessary to verify compliance with this Franchise:

(a) Cable System structure and operating information:

(i) Total Cable System mileage and overall homes passed;

(ii) The number of Subscribers in the Franchise Area, including the number of Basic Cable Service Subscribers;

- (iii) The channel lineup for the Franchise Area;
- (iv) A schedule of all Grantee's rates and charges in the Franchise Area;
- (v) A monthly Cable Services sample customer bill within the Franchise Area; and
- (vi) A copy of Subscriber privacy policies and the Subscribers service agreements, including terms and conditions.

SECTION 13 CUSTOMER SERVICE POLICIES

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

13.2 Definition of "Complaint." For the purposes of Section 13, with the exception of Subsection 13.4, a "complaint" shall mean any communication to Grantee or to the City by a Subscriber expressing dissatisfaction with any service, performance, or lack thereof, by Grantee under the obligations of this Franchise

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

- (a) Services to be provided and rates for such services.
- (b) Billing procedures.
- (c) Service termination procedure.
- (d) Change in service notifications.
- (e) Liability specifications.
- (f) Converter/Subscriber terminal equipment policy.
- (g) Breach of Franchise specification.
- (h) How complaints are handled including Grantee's procedure for investigation and resolution of Subscriber complaints.
- (i) The name, address, and phone number of the Person identified by the City as responsible for handling cable questions and complaints for the City. This information shall be prominently displayed and Grantee shall submit the information to the City for review and approval as to its content and placement on Subscriber billing statements. A

copy of the written information shall be provided to each Subscriber at the time of initial Connection and any subsequent reconnection.

13.4 Reporting Complaints.

(a) The requirements of this Section 13.4 shall be subject to federal law regarding Subscriber privacy. Consistent with the way such information is maintained in the ordinary course of business, Grantee shall maintain customer service performance data available for City inspection. Subscriber data shall include the date, name, address, and telephone number of Subscriber complaints as well as the subject of the complaint, date and type of action taken to resolve the complaint, any additional action taken by Grantee or the Subscriber. The data shall be maintained in a way that allows for simplified access of the data by the City.

(b) Subject to federal law and upon reasonable request by the City, Grantee shall, within a reasonable amount of time, make available to City such customer service data for its review.

13.5 Customer Service Standards. The City hereby adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended. Grantee shall, upon request, which request shall include the reason for the request (such as complaints received or other reasonable evidence of concern), provide City with information which shall describe in detail Grantee's compliance with each and every term and provision of this Section 13.5. Grantee shall comply in all respects with the customer service requirements established by the FCC and those set forth herein.

13.6 Cable System Telephone Availability.

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

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

(ii) After Normal Business Hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after Normal Business Hours must be responded to by a trained Grantee representative on the next business Day.

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

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

(d) Under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.

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

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

(a) Standard Installations will be performed within seven (7) business days after an order has been placed. "Standard" Installations are those that are located up to one hundred twenty-five (125) feet from the existing distribution system as more specifically set forth in Section 6.7(c).

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

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

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

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

13.8 Communications between Grantee and Subscribers.

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

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

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

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

13.9 Billing.

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

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

13.10 Subscriber Information.

(a) Grantee will provide written information on each of the following areas at the time of Installation of Service, at least annually to all Subscribers, and at any time upon request:

- (i) Products and Services offered;
- (ii) Prices and options for programming services and conditions of subscription to programming and other services;
- (iii) Installation and Service maintenance policies;
- (iv) Instructions on how to use the Cable Service;
- (v) Channel positions of programming carried on the System; and
- (vi) Billing and complaint procedures, including the address and telephone number of the City's cable office.

(b) Subscribers shall be advised of the procedures for resolution of complaints about the quality of the television signal delivered by Grantee, including the address of the responsible officer of the City. Subscribers will be notified of any changes in rates, programming services or Channel positions as soon as possible in writing. Notice must be given to Subscribers a minimum of thirty (30) Days in advance of such changes if the change is within the control of Grantee. In addition, Grantee shall notify Subscribers thirty (30) Days in advance of any significant changes in the information required by this Section 13.10.

13.11 Notice or Rate Programming Change. In addition to the requirement of this Section 13.11 regarding advance notification to Subscribers of any changes in rates, programming services or Channel positions, Grantee shall give thirty (30) Days written notice to both Subscribers and the City 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, Grantee need only identify for Subscribers, the television signal added and not whether that signal may be multiplexed during certain dayparts.

13.12 Subscriber Contracts. Grantee shall, upon written request, provide the City with any standard form residential Subscriber contract utilized by Grantee. If no such written contract exists, Grantee shall file with the City a document completely and concisely stating the length and terms of the Subscriber contract offered to customers. The length and terms of any standard form Subscriber contract(s) shall be available for public inspection during Normal Business Hours. A list of Grantee's current Subscriber rates and charges for Cable Service shall be maintained on file with City and shall be available for public inspection.

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

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

13.15 Disputes. All Subscribers and members of the general public may direct complaints, regarding Grantee's Service or performance to the chief administrative officer of the City or the chief administrative officer's designee, which may be a board or Commission of the City.

13.16 Subscriber Bills. Subscriber bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Subscribers, and in a way that (A) is not misleading and (B) does not omit material information. Notwithstanding anything to the contrary in Section 13.9, above, Grantee may, in its sole discretion, consolidate costs on Subscriber's bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

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

13.18 Notification of Complaint Procedure. Grantee shall have printed clearly and prominently on each Subscriber bill and in the customer service agreement provided for in Section 13.3, the twenty-four (24) hour Grantee phone number for Subscriber complaints. Additionally, Grantee shall provide information to Subscribers concerning the procedures to follow when they are unsatisfied with measures taken by Grantee to remedy their complaint. This information will include the phone number of the City office or Person designated to handle complaints. Additionally, Grantee shall state that complaints should be made to Grantee prior to contacting the City.

13.19 Subscriber Privacy.

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

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

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

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

SECTION 14 SUBSCRIBER PRACTICES

14.1 Subscriber Rates. If any Subscriber fails to pay a properly due monthly Subscriber fee, or any other properly due fee or charge, Grantee may disconnect the Subscriber's service outlet, provided, however, that such disconnection shall not be effected until after the later of: (i) forty-five (45) Days after the original due date of said delinquent fee or charge; or (ii) ten (10) Days after delivery to Subscriber of written notice of the intent to disconnect. If a Subscriber pays before expiration of the later of (i) or (ii), Grantee shall not disconnect. After disconnection, upon payment in full of the delinquent fee or charge and the payment of a reconnection charge, Grantee shall promptly reinstate the Subscriber's Cable Service.

14.2 Refunds.

(a) Refunds to Subscribers shall be made or determined in the following manner:

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

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

(iii) If any Subscriber terminates any monthly service prior to the end of a prepaid period, a proportionate amount of any prepaid Subscriber service fee, using the number of days as a basis, shall be refunded to the Subscriber by Grantee.

SECTION 15 COMPENSATION AND FINANCIAL PROVISIONS

15.1 Franchise Fees.

(a) During the term of the Franchise, Grantee shall pay to the City a Franchise Fee of five percent (5%) of Gross Revenues. If any such law, regulation or valid rule alters the five percent (5%) Franchise Fee ceiling established by the Cable Act, then the City shall have the authority to (but shall not be required to) increase the Franchise Fee accordingly, provided such increase is for purposes not inconsistent with Applicable Law.

(b) Franchise Fees shall be paid quarterly not later than forty-five (45) Days following the end of a given quarter. In accordance with Section 15 of this Franchise, Grantee shall file with the City a Franchise Fee payment worksheet, attached as Exhibit B, signed by an authorized representative of Grantee, which identifies Gross Revenues earned by Grantee during the period for which payment is made. No acceptance of any payment shall be construed as an accord that the amount paid is in fact, the correct amount, nor shall such acceptance of payment be construed as a release of any claim which the City may have for further or additional sums payable under the provisions of this section.

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

(d) Any Franchise Fees owing pursuant to this Franchise which remain unpaid more than forty-five (45) Days after the dates specified herein shall be delinquent and shall thereafter accrue interest at twelve percent (12%) per annum or two percent (2%) above prime lending rate as quoted by the Wall Street Journal, whichever is greater.

15.2 Auditing and Financial Records. Throughout the term of this Franchise, the Grantee agrees that the City, upon reasonable prior written notice of twenty (20) Days to the Grantee, may review such of the Grantee's books and records regarding the operation of the Cable System and the provision of Cable Service in the Franchise Area which are reasonably necessary to monitor and enforce Grantee's compliance with the provisions of this Franchise. The production of such records shall be subject to the prior completion of a non-disclosure or other confidentiality agreement. Grantee shall provide such requested information as soon as possible and in no event more than thirty (30) Days unless Grantee explains that it is not feasible to meet this timeline and provides a written explanation for the delay and an estimated reasonable date for when such information will be provided. All such documents pertaining to financial matters that may be the subject of an inspection by the City shall be retained by the Grantee for a minimum period of seven (7) years, pursuant to Minn. Stat. § 541.05. The Grantee shall not deny the City access to any of the Grantee's records on the basis that the Grantee's records are under the control of any parent corporation, Affiliate or a third party. The City may request in writing copies of any such records or books that are reasonably necessary, and the Grantee shall provide such copies within thirty (30) Days of the receipt of such request. One (1) copy of all reports and records required under this or any other section shall be furnished to the City at the sole expense of the Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then the Grantee may request, in writing within ten (10) Days of receipt of such request, that the City inspect them at the Grantee's local offices or at one of Grantee's offices more convenient to City or its duly authorized agent. If any books or records of the Grantee are not kept in such office and not made available in copies to the City upon written request as set forth above, and if the City determines that an examination of such records is necessary for the enforcement of this Franchise, then all reasonable travel expenses incurred in making such examination shall be paid by the Grantee.

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

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

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

15.6 Indemnification by Grantee. Grantee shall, at its sole expense, fully indemnify, defend and hold harmless the City, and in their capacity as such, the officers and employees thereof, from and against any and all claims, suits, actions, liability and judgments for damage or otherwise except those arising wholly from negligence or willful misconduct on the part of the City or its employees; for actual or alleged injury to Persons or property, including loss of use of property due to an occurrence, whether or not such property is physically damaged or destroyed, in any way arising out of or through or alleged to arise out of or through the acts or omissions of Grantee or its officers, agents, employees, or contractors or to which Grantee's or its officers, agents, employees or contractors acts or omissions in any way contribute, and whether or not such acts or omissions were authorized or contemplated by this Franchise or Applicable Law; arising out of or alleged to arise out of any claim for damages for Grantee's invasion of the right of privacy, defamation of any Person, firm or corporation, or the violation of infringement of any copyright, trademark, trade name, service mark or patent, or of any other right of any Person, firm or corporation; arising out of or alleged to arise out of Grantee's failure to comply with the provisions of any Applicable Law. Nothing herein shall be deemed to prevent the City, its officers, or its employees from participating in the defense of any litigation by their own counsel at such parties' expense. Such participation shall not under any circumstances relieve Grantee from its duty of defense against liability or of paying any judgment entered against the City, its officers, or its employees. The City shall give the Grantee written notice of its obligation to indemnify within ten (10) business days of receipt of a claim or action pursuant to this subsection.

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

- (a) The policy shall provide coverage on an "occurrence" basis.
- (b) The policy shall cover personal injury as well as bodily injury.
- (c) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.
- (d) Broad form property damage liability shall be afforded.
- (e) City shall be named as an additional insured on the policy.

(f) An endorsement shall be provided which states that the coverage is primary insurance with respect to claims arising from Grantee's operations under this Franchise and that no other insurance maintained by the City will be called upon to contribute to a loss under this coverage.

(g) Standard form of cross-liability shall be afforded.

(h) An endorsement stating that the policy shall not be canceled without thirty (30) Days' notice of such cancellation given to City.

(i) City reserves the right to adjust the insurance limit coverage requirements of this Franchise no more than once every three (3) years. Any such adjustment by City will be no greater than the increase in the State of Minnesota Consumer Price Index (all consumers) for such three (3) year period.

(j) Upon the Effective Date, Grantee shall submit to City a certificate documenting the required insurance, as well as any necessary properly executed endorsements. The certificate and documents evidencing insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Grantee has complied with all insurance requirements. Renewal certificates shall be provided to City prior to the expiration date of any of the required policies. City will not be obligated, however, to review such endorsements or certificates or other evidence of insurance, or to advise Grantee of any deficiencies in such documents and receipt thereof shall not relieve Grantee from, nor be deemed a waiver of, City's right to enforce the terms of Grantee's obligations hereunder. City reserves the right to examine any policy provided for under this paragraph or to require further documentation reasonably necessary to form an opinion regarding the adequacy of Grantee's insurance coverage.

SECTION 16 MISCELLANEOUS PROVISIONS

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

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

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

16.4 Prior Franchise Terminated. The cable television franchise originally granted by Ordinance 98-01 is hereby terminated.

16.10 Severability. If any provision of this Franchise is held by any governmental authority of competent jurisdiction, to be invalid as conflicting with any Applicable Laws now or hereafter in effect, or is held by such governmental authority to be modified in any way in order to conform to the requirements of any such Applicable Laws, such provision shall be considered a separate, distinct, and independent part of this Franchise, and such holding shall not affect the validity and enforceability of all other provisions hereof. In the event that such Applicable Laws are subsequently repealed, rescinded, amended or otherwise changed, so that the provision hereof which had been held invalid or modified is no longer in conflict with such laws, said provision shall thereupon return to full force and effect and shall thereafter be binding on City and Grantee, provided that City shall give Grantee thirty (30) Days written notice of such change before requiring compliance with said provision or such longer period of time as may be reasonably required for Grantee to comply with such provision.

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

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

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

16.14 Removal After Abandonment. In the event of Grantee's abandonment of the System, City shall have the right to require Grantee to conform to Section 405 of the City Code, as well as the state right-of-way rules, Minn. Rules, Chapter 7819. If Grantee has failed to commence removal of the aerial portion of the System, or such part thereof as was designated by City, within thirty (30) Days after written notice of City's demand for removal consistent with Chapter 36 of the City Code and Minn. Rules, Ch. 7819, is given, or if Grantee has failed to complete such removal within twelve (12) months after written notice of City's demand for removal is given City shall have the right to apply funds secured toward removal and/or declare

all right, title, and interest to the System to be in City with all rights of ownership including, but not limited to, the right to operate the System or transfer the System to another for operation by it.

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

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

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

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

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

16.20 No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

16.21 Competitive Equity.

(a) The Grantee acknowledges and agrees that the City reserves the right to grant one (1) or more additional franchises or other similar lawful authorization to utilize the Street in order to provide Cable Services or similar video programming service within the City in accordance with Applicable Law (hereinafter "Lawful Franchise"). If the City grants a Lawful Franchise containing material terms and conditions that differ from Grantee's material obligations under this Franchise, or if the City declines to require a Lawful Franchise where it has the legal authority to do so, then the City agrees that the obligations in this Franchise will, pursuant to the process set forth in this section, be amended to include any material terms or conditions that are imposed upon the new entrant, or provide relief from existing material terms or conditions, so as to insure that the regulatory and financial burdens on each entity are no more favorable or less burdensome. "Material terms and conditions" include, but are not limited to: Franchise Fees and Gross Revenues; complementary services; insurance; System build-out

requirements consistent with Applicable Law; security instruments; PEG Access and Channels; customer service standards; required reports and related record keeping; audits; dispute resolution; remedies; and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are no more favorable or less burdensome.

(b) The modification process of this Franchise as provided for in Section 16.21(a) shall only be initiated by written notice by the Grantee to the City regarding specified franchise obligations. Grantee's notice shall address the following: (1) identifying the specific terms or conditions in the competitive Lawful Franchise that are materially different from Grantee's obligations under this Franchise; (2) identifying the Franchise terms and conditions for which Grantee is seeking amendments; (3) providing text for any proposed Franchise amendments to the City, with a written explanation of why the proposed amendments are necessary and consistent. Notwithstanding any modification of this Franchise pursuant to the provisions of this Section 16.21(a), should any entity whose Lawful Franchise triggered the amendments under this section cease to provide such services within the City, the City may provide ninety (90) Days written notice to Grantee of such fact, and the City and Grantee shall enter into good faith negotiations to determine which of the original terms, conditions and obligations of this Franchise shall be reinstated and fully effective. It is the intent of the parties that the original terms, conditions and obligations of this Franchise shall be reinstated in the absence of a competitive entity.

(c) Upon receipt of Grantee's written notice as provided in Section 16.21(b), the City and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications, and that such negotiation will proceed and conclude within a one hundred twenty (120) Day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the City and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the City shall amend this Franchise to include the modifications.

(d) In the alternative to Franchise modification negotiations as provided for in Section 16.21(a), or if the City and Grantee fail to reach agreement in negotiations as provided for in Section 16.21(c), Grantee may, at its option, elect to replace this Franchise by opting into the Lawful Franchise, with the understanding that Grantee may use its current system design and technology infrastructure to meet any requirements of the Lawful Franchise, so as to ensure that the regulatory and financial burdens on each entity are no more favorable or less burdensome. If Grantee so elects, the City shall immediately commence proceedings to replace this Franchise with the Lawful Franchise.

(e) Notwithstanding anything contained in this Section 16.21(a) through (d) to the contrary, the City shall not be obligated to amend or replace this Franchise unless the new entrant makes Cable Services or similar video programming services available for purchase by Subscribers or customers under its franchise agreement with the City.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MONTROSE THIS
26th DAY OF October, 2020.

ATTEST:

Michelle Otto, Mayor

DEBORAH R. BOELTER, CITY CLERK-TREASURER

CITY OF MONTROSE, MINNESOTA

By: _____
Its: Deborah R. Boelter, City Clerk-Treasurer

By: _____
Its: _____

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

COMCAST OF ARKANSAS/
LOUISIANA/MINNESOTA/
MISSISSIPPI/TENNESSEE, LLC

Date: _____, 2020

By: _____
Its: _____

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

Notary Public

Exhibit A**Complimentary Cable Service to Public Buildings**

MONTROSE CITY HALL	311 BUFFALO AVE S	MONTROSE
MONSTROSE PUBLIC WORKS	261 2ND ST S	MONTROSE
MONTROSE COMMUNITY CENTER	200 CENTER AVE S	MONTROSE
MONTROSE FIRE DEPT	260 2ND ST S	MONTROSE

Exhibit B

Franchise Fee Payment Worksheet

CONFIDENTIAL



System Name: Comcast of Minnesota, Inc.
 Email: Prasant_Nadella@cable.comcast.com
 Phone: 610-665-2579

Vendor ID: XXXXX
 Contract Name: X
 Statement Period: Jan - Mar, 2020
 Payment Amount: \$X
 Statement Number: XXXXXX
 CUID: XXXXXX
 System ID: XXXX-XXXX-XXXX

This statement represents your payment for the period listed above.

Revenue Category	Amount
Expanded Basic Video Service	\$
Limited Basic Video Service	\$
Digital Video Service	\$
Pay	\$
PPV / VOD	\$
Digital Video Equipment	\$
Video Installation / Activation	\$
Franchise Fees	\$
Guide	\$
Other	\$
Late Fees	\$
Write-offs / Recoveries	\$
Ad Sales	\$
Home Shopping Commissions	\$
Total	\$
Franchise Fee %	%
Franchise Fee	\$

**CITY OF MONTROSE
COUNTY OF WRIGHT
STATE OF MINNESOTA**

RESOLUTION No. 2020-30

A RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF ORDINANCE No. 2020-06 AN ORDINANCE RENEWING THE GRANT OF A FRANCHISE TO COMCAST OF ARKANSAS/LOUISIANA/MINNESOTA/MISSISSIPPI/TENNESSEE, LLC TO OPERATE AND MAINTAIN A CABLE SYSTEM IN THE CITY OF MONTROSE, MINNESOTA; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE; PROVIDING FOR CITY REGULATION AND ADMINISTRATION OF THE CABLE SYSTEM; TERMINATING PRIOR FRANCHISE

WHEREAS, The City Council of the City of Montrose has determined the publication of the title and a summary of "Ordinance No. 2020-06 AN ORDINANCE RENEWING THE GRANT OF A FRANCHISE TO COMCAST OF ARKANSAS/LOUISIANA/MINNESOTA/MISSISSIPPI/TENNESSEE, LLC TO OPERATE AND MAINTAIN A CABLE SYSTEM IN THE CITY OF MONTROSE, MINNESOTA; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE; PROVIDING FOR CITY REGULATION AND ADMINISTRATION OF THE CABLE SYSTEM; TERMINATING PRIOR FRANCHISE", finding a summary publication would clearly inform the public of the intent and effect of the Ordinance; and

WHEREAS, Pursuant to Minnesota Statutes 412.191, Subdivision 4 and M.S. 331A.01, Subd. 10, the City Council may, by a four-fifths vote of its members, direct that only the title of the Ordinance and a summary be published with notice that a printed copy of the Ordinance is available for inspection by any person during regular office hours at the City Offices; and,

WHEREAS, Prior to the publication of the title and summary, the City Council has read and approved the text of the summary and determined that it clearly informs the public of the intent and effect of the Ordinance.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Montrose, Minnesota that the title and summary of Ordinance No. 2020-06 AN ORDINANCE RENEWING THE GRANT OF A FRANCHISE TO COMCAST OF ARKANSAS/LOUISIANA/MINNESOTA/MISSISSIPPI/TENNESSEE, LLC TO OPERATE AND MAINTAIN A CABLE SYSTEM IN THE CITY OF MONTROSE, MINNESOTA; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE; PROVIDING FOR CITY REGULATION AND ADMINISTRATION OF THE CABLE SYSTEM; TERMINATING PRIOR FRANCHISE, be published with notice that a printed copy of Ordinance No. 2020-06 is available in its entirety for inspection by any person during regular office hours at the City Offices.

BE IT FURTHER RESOLVED: the publication shall read as follows:

"On October 26, 2020 the Montrose City Council approved the reading of Ordinance No. 2020-06 AN ORDINANCE RENEWING THE GRANT OF A FRANCHISE TO COMCAST OF ARKANSAS/LOUISIANA/MINNESOTA/MISSISSIPPI/TENNESSEE, LLC TO OPERATE AND MAINTAIN A CABLE SYSTEM IN THE CITY OF MONTROSE, MINNESOTA; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE; PROVIDING FOR CITY REGULATION AND ADMINISTRATION OF THE CABLE SYSTEM; TERMINATING PRIOR FRANCHISE."

The Ordinance, in its entirety is available for review and/or photocopying during regular office hours at the City of Montrose Offices, 311 Buffalo Avenue South, Montrose Minnesota.

Ordinance No. 2020-06 shall be in full force and effect from and after the date of its passage (October 26, 2020) and this summary publication according to law.”

The motion for the adoption of the foregoing Resolution was duly made by Council Member and seconded by Council Member and upon vote being taken thereon, the following voted in favor:

And the following voted against the same:

Whereupon said Resolution was declared duly passed and adopted this 26th day of October, 2020.

Michelle Otto
Mayor
City of Montrose

ATTEST:

Deborah R. Boelter
City Clerk-Treasurer
City of Montrose

CITY OF MONTROSE
JOB DESCRIPTION

POSITION: OFFICE ADMINISTRATOR

DEPARTMENT: Administration

POINT RANGE: 162-181

QUALIFICATIONS:

Must have a 2-year Business Degree or a minimum of two years in an office with bookkeeping skills, computer experience, communication skills, be able to work independently and be bondable.

Reports To: City Clerk-Treasurer
Deputy Clerk
Public Works Department Director

Responsibilities:

I) UTILITIES

- A. Performs Daily entries into utility billing program
- B. Inputs all meter reading entries into utility billing program
 - a. Enters all manual read meter readings into billing program
 - b. Uses Connect/Beacon Software in conjunction with all radio read meters to transfer usage information from the meter reading program to the utility billing program
- C. New customer setup of utility accounts
 - a. Create utility account numbers for each property
 - b. Issue water meter to assign to new address – record each meter serial number and radio head number upon issuance to ensure proper distribution
- D. Conducts customer change requests on utility accounts
- E. Conducts and organizes move in/move out requests for utility accounts
- F. Receipting of all utility payments
- G. Prepares Past Due notices on accounts due for disconnection for non-payment
 - a. Creates spread sheet to track all delinquent accounts so shut offs can be performed
- H. Prepares Disconnection Notice hang tags for Public Works to hang on doors of people on list to be disconnected for non-payment
 - a. Tracks all residents that are disconnected in order to turn water back on once payment is received
 - b. Instructs Public Works to disconnect/re-connect water service
- I. Monthly Billing
- J. Process NSF checks

- K. Prepare and send quarterly recycling reports to Wright County
- L. Notify sanitation company of any size or account change requests including new resident information for moving in/moving out
- M. Annual reporting for DNR

II) ANNUAL ASSESSMENTS / ASSESSMENT SEARCH

- A. Special assessment search requests
- B. Research all assessment information regarding each request from realtors, title companies regarding assessed utilities, code violations, and past due utilities on homes that are being sold or are bank owned
- C. Prepare assessment list of all unpaid utilities with the current owners account information, and PID number for year-end tax assessment for City Council approval

III) NEW DEVELOPMENTS

- A. Find PID number for all final platted lots and blocks from Wright County Information
- B. Enter PID number on each building permit for assessor
- C. Create and maintain new property file for each new home

IV) FENCE PERMITS

- A. Have applicant fill out fence permit and draw out fence on site survey
- B. Have fence placement inspected by Public Works Department
- C. Assign permit number and collect fee and file completed permit in property file

V) ADMINISTRATIVE PERMITS

- A. Have applicant fill out administrative permit for type of permit requested: Administrative Business, Food Truck, Peddler/Solicitor Permits, Parking pad, or right-of-way permits
- B. Collect appropriate fees for permits
- C. Forward completed permit to appropriate person for review – City Clerk, City Planner, or City Engineer
- D. Assign permit number and scan into property file if applicable

VI) ADMINISTRATION

- A. Answer phone calls – main operator line at City Hall
- B. Take credit card payments by phone or in person
- C. Updates and maintains the postage machine, adds postage and relays supply ordering information to Deputy Clerk

VII) ANIMAL LICENSING

- A. Maintain all records and receipts of all licensed animals
- B. Publish license renewal notices in the newsletter, website and on utility bills

- C. Order new tags when expiration upcoming and maintain current supply

VIII) NEWSLETTER

- A. Email contacts for newsletter information
- B. Search and create newsletter items
- C. Create and layout newsletter for publication
- D. Publish and distribute newsletters
- E. Follow up with each organization for future events
- F. Send updated address list to publisher each quarter
- G. Creates flyers for Park and Rec events and other city functions for insertion in Newsletter or to be posted/published separately

IX) PUBLIC WORKS

- A. Completes any correspondence, filing, phone calls, and mailings for Public Works
- B. Works with Public Works Dept. regarding meter readings and meter replacements
- C. Completes grading escrow forms to track grading money paid and forwards grading certificate to engineer for final approval and release of escrow
- D. Small utility permit invoicing
- E. Bulk water invoicing
- F. Invoice snow removal done by Public Works for State of MN to MDOT
- G. Invoice residents for property maintenance for snow or grass/weeds removal if resident fails to do so within allowable timeframe
- H. Notify Xcel, Wright Hennepin or CR Electric when streetlights need repair or replacement

X) CITY WIDE CLEAN UP DAY

- A. Set up the time and date with all participating recycling vendors
- B. Publicize the date in newsletter, newspaper, and city website/Facebook
- C. Organize the site with the garbage company for dumpster placements
- D. Prepares pricelist, resident amnesty tracking sheets, and customer receipts
- E. Prepares the cleanup day recycling report for Wright County for reimbursement

XI) BUILDING PERMITS

- A. Issues over-the-counter building permits for fixed fee items
- B. Collects permits from residents and notifies them once approved by building inspector of fee for permit
- C. Collects and processes payment for permits
- D. Maintains building permit report file in Excel
- E. Prepares monthly and quarterly building permit reports for state
- F. Scans permit information to resident property files in Laserfiche

XII) PARK & RECREATION

- A. Attends all meetings

- B. Prepares meeting minutes to be included with City Council packet for monthly meetings
 - C. Prepares meeting agendas and packets for commission participants
 - D. Purchases supplies, contest trophies, and other ordering for events and contests
- XIII) LASERFICHE
- A. Completes check scanning for accounts payable checks
 - B. Completes check scanning for manual/electronic checks
 - C. Completes and maintains scanning of items for resident's property files
 - D. Completes all maintenance and any Laserfiche IT issues with OPG-3
- XIV) COMMUNITY GARDEN
- A. Processes all Community Garden applications
 - B. Tracks all deposit money to be kept or returned at end of season
 - C. Assigns and tracks which plots have been rented and which are vacant
 - D. Collects fees and ensures application is complete and signed
- XV) FACEBOOK, YOUTUBE and WEBSITE
- A. Administers all Facebook activity and shares or posts items as necessary
 - B. Communicates urgent messages to residents via Facebook and Website
 - C. Uploads all city meeting videos to YouTube and uploads videos onto Facebook and Website
 - D. Completes all website updates including posting meeting notices, agendas, packets and videos for all departments
 - E. Maintains and updates city calendar on website as necessary
- XVI) ELECTIONS
- A. Completes training for election judge at Wright County
 - B. Assists with pre-election day set up and testing
 - C. Assists with administration of elections on election days
- XVII) PAYROLL
- A. Current backup for payroll duties when Deputy Clerk is not available
 - B. Enter all payroll information into Payroll accounting system and ensure information is accurate
 - C. Transfer all tax and PERA information to online sites for time sensitive payments for taxes and PERA amounts
 - D. Organizes all payroll paperwork for distribution to employees and management for approval
- XVIII) OTHER DUTIES AS ASSIGNED BY SUPERVISOR