

Councilmember Juenemann moved to approve the January 25, 2016 City Council Workshop Minutes as submitted.

Seconded by Councilmember Xiong

Ayes – All

The motion passed.

2. Approval of January 25, 2016 City Council Meeting Minutes

Councilmember Juenemann noted a correction under section A. Call to Order, the date for the State of the City Address needs to be changed from January 21 to January 14.

Councilmember Juenemann moved to approve the January 25, 2016 City Council Meeting Minutes as amended.

Seconded by Councilmember Abrams

Ayes – All

The motion passed.

F. APPOINTMENTS AND PRESENTATIONS

1. Administrative Presentations

a. Council Calendar Update

City Manager Coleman gave the update to the council calendar.

2. Council Presentations

a. Energize Maplewood

Councilmember Juenemann reported on the Energize Maplewood Program and launch party that took place at the Maplewood Community Center on January 30, 2016. Councilmember Abrams challenged other Council Members to get the audit for the Energize Maplewood Program.

b. Report from the Dispatch Policy Committee at Ramsey County

Councilmember Juenemann reported on the Ramsey County Dispatch Policy Committee Meeting she attended in the past week.

c. Blood & Organ Donation

Councilmember Juenemann reported that there is a shortage of blood and organ donations and encouraged everyone to donate.

d. Communication Committee

Councilmember Abrams reported on the City's first Communications Meeting she attended.

e. Legislative Breakfast

made Improvements Project 09-09, East Metro Public Safety Training Center Phase I Bid Package 5C Improvements, and has let a construction contract pursuant to Minnesota Statutes, Chapter 429, and

WHEREAS, it is now necessary and expedient that said contract be modified and designated as Improvement Project 09-09, Change Order No. 1.

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

1. The Mayor and City Engineer are hereby authorized and directed to modify the existing contract by executing said Change Order No. 1 which is an increase of \$9,281.00.

The revised contract amount is \$327,981.00.

Seconded by Councilmember Abrams

Ayes – All

The motion passed.

4. Approval of Resolution Accepting State Aid Advancement

Councilmember Juenemann moved to approve the Municipal State Aid Street Funds Advance Resolution.

Resolution 16-02-1309
Municipal State Aid Street Funds Advance Resolution
City of Maplewood, Minnesota

WHEREAS, the City of Maplewood is planning to implement Municipal State Aid Street Project(s) in 2016 which will require State Aid funds in excess of those available in its State Aid Construction Account, and

WHEREAS, said municipality is prepared to proceed with the construction of said project(s) through the use of an advance from the Municipal State Aid Street Fund to supplement the available funds in their State Aid Construction Account, and

WHEREAS, the advance is based on the following determination of estimated expenditures:

Account Balance as of February 1, 2016	-\$1,063,306.00
Less estimated disbursements:	
Bond Principle: \$570,000.00	
Total Estimated Disbursements	\$570,000.00
Advance Amount (amount in excess of acct balance)	-\$1,633,306.00

WHEREAS, repayment of the funds so advanced will be made in accordance with the provisions of Minnesota Statutes 162.14, Subd. 6 and Minnesota Rules,

Temporary/Seasonal and Casual Part-Time Employees effective January 9, 2016.

Resolution 16-01-1311

WHEREAS, according to the Minnesota Public Employees Labor Relations act, part-time employees who do not work more than 14 hour per week and temporary/seasonal employees who work in positions that do not exceed 67 days in a calendar year, or 100 days for full-time students, are not public employees and are therefore not eligible for membership in a public employee union.

NOW, THEREFORE, BE IT RESOLVED, that the following pay ranges and job classifications are hereby established for temporary/seasonal, casual part-time employees effective January 9, 2016 upon Council approval.

Accountant	\$10.00-30.00	per hour
Accounting Technician	\$9.00-22.00	per hour
Administrative Assistant	\$9.00-23.00	per hour
Background Investigator	\$25.00-40.00	per hour
Building Inspector	\$14.00-35.00	per hour
Building Attendant**	\$9.00-15.00	per hour
Customer Service Assistant**	\$9.00-15.00	per hour
CSO	\$14.50-19.50	per hour
Election Judge	\$9.00-12.00	per hour
Election Judge - Assistant Chair	\$9.00-15.00	per hour
Election Precinct Chair	\$9.00-16.00	per hour
Engineering Aide	\$9.00-16.00	per hour
Engineering Technician	\$10.00-16.00	per hour
Fire Maintenance/Engineer ***	\$15.15	per hour
Firefighter-in-Training (new hire) ***	\$10.83	per hour
Firefighter/EMT ***	\$12.99	per hour
Firefighter/Paramedic ***	\$14.07	per hour
Firefighter/EMT Captain ***	\$15.15	per hour
Firefighter/Paramedic Captain ***	\$16.24	per hour
Battalion Chief ***	\$17.32	per hour
Gardener	\$12.00-22.00	per hour
Intern	\$9.00-20.00	per hour
IT Technician	\$15.00-20.00	per hour
Laborer	\$9.00-14.00	per hour
Manager-on-Duty Differential**	\$1.00	per hour
Office Specialist	\$9.00-18.00	per hour
Receptionist	\$9.00-16.00	per hour
Recreation Instructor/Leader	\$9.00-32.00	per hour
Recreation Official	\$9.00-30.00	per hour
Recreation Worker	\$9.00-18.00	per hour
Vehicle Technician	\$9.00-15.00	per hour
Video Coordinator*	\$11.00-19.00	per hour
Video Technician*	\$10.00-18.00	per hour

* Video positions shall be paid a guaranteed minimum flat fee of \$50 for 4 hours or less.

** Community Center positions shall receive a \$2 per hour differential for working the following holidays: New Years Eve, New Year's Day, Memorial Day, July 4th, and the

Franchise for Providing Cable Services in Maplewood – Second Reading
a. Consider Approval of Second Reading of Franchise Ordinance
b. Consider Approval of Summary of Franchise Ordinance for Publication

City Attorney Kantrud gave the staff report. Patrick Haggerty with Century Link addressed the council to give additional information and answer questions of the council.

Mayor Slawik opened the public hearing. No one spoke.

Mayor Slawik closed the public hearing.

Councilmember Abrams moved to approve the final version of the Franchise Ordinance providing the authority for CenturyLink to provide competitive Cable Communication Services in the City of Maplewood.

Ordinance 963

AN ORDINANCE GRANTING A FRANCHISE TO QWEST BROADBAND SERVICES, INC D/B/A CENTURYLINK TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM AND THE PUBLIC RIGHTS-OF-WAY IN CONJUNCTION WITH THE CITY'S RIGHT-OF-WAY ORDINANCE, IF ANY, AND PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS HEREIN;

STATEMENT OF INTENT AND PURPOSE

The City intends, by the adoption of this Franchise, to bring about the development of a competitive Cable System, and the continued operation of it. Such development can contribute significantly to the communication needs and desires of the residents and citizens of the City and the public generally. Further, the City may achieve better utilization and improvement of public services and enhanced economic development with the development and operation of a Cable System.

Adoption of this Franchise is, in the judgment of the Council, in the best interests of the City and its residents.

FINDINGS

In the review of the application by Grantee and negotiations related thereto, and as a result of a public hearing, the City Council makes the following findings:

The Grantee's technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;

Grantee's plans for constructing, and operating the System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard;

The Franchise granted to Grantee by the City complies with the existing applicable

Minnesota Statutes, federal laws and regulations; and

The Franchise granted to Grantee is nonexclusive.

SECTION 1. SHORT TITLE AND DEFINITIONS

1. Short Title. This Franchise Ordinance shall be known and cited as the CenturyLink Cable Franchise Ordinance.
2. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory.
 - a. "Basic Cable Service" means any service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the Franchise to be carried on the basic tier. Basic Cable Service as defined herein shall not be inconsistent with 47 U.S.C. §§543(b)(7).
 - b. "City" means City of Maplewood, a municipal corporation, in the State of Minnesota, acting by and through its City Council, or its lawfully appointed designee.
 - c. "City Council" means the governing body of the City.
 - d. "Cable Service" or "Service" means Cable Service as defined by Minn. Stat. § 238.01 et seq. and 47 U.S.C § 521 et seq., as may be amended from time to time.
 - e. "Cable System" or "System" means, unless the context clearly indicates otherwise, the Company's network or facility, , consisting of antennas, copper or fiber optic cables, transmitters and receivers, amplifiers, towers, cablecasting facilities, power supplies, pedestals, and any other equipment or facilities intended for the purpose of providing Cable Service to Subscribers in the City. System as defined herein shall not be inconsistent with the definitions set forth in Minn. Stat. § 238.02, subd. 3 and 47 U.S.C § 522(7).
 - f. "Class IV Cable Channel" means a signaling path provided by a Cable System to transmit signals of any type from a Subscriber terminal to another point in the System.
 - g. "Drop" means the cable that connects the ground block on the Subscriber's residence or institution to the nearest feeder cable of the System.
 - h. "FCC" means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.
 - i. "Franchise" or "Cable Franchise" means this ordinance and the regulatory and contractual relationship established hereby.
 - j. "Grantee" is Qwest Broadband Services, Inc d/b/a CenturyLink, its lawful

successors, transferees or assignees.

k. "Gross Revenues" means all revenue received directly or indirectly by the Grantee, its affiliates, subsidiaries, parent, or person in which Grantee has financial interest of five percent (5%) or more, from operation of its System within City to provide Cable Services including, but not limited to, all Cable Service fees, Franchise Fees, late fees, Installation and reconnection fees, upgrade and downgrade fees, set top box fees, Lockout Device fees. The term Gross Revenues shall not include advertising revenues, FCC regulatory fees, bad debt, or any taxes on services furnished by Grantee imposed by any municipality, state, or other governmental unit or refundable subscriber deposits.

l. "Installation" means the connection of the System from feeder cable to the point of connection with the Subscriber Set Top Box or other terminal equipment.

m. "Living Unit" means a distinct address as tracked in the QC network inventory used by Grantee to identify existing or potential Subscribers. This includes, but is not limited to, single family homes, multi-dwelling units (e.g., apartment buildings and condominiums) and business locations.

n. "Lockout Device" means an optional mechanical or electrical accessory to a Subscriber's terminal which inhibits the viewing of a certain program, certain channel, or certain channels provided by way of the Cable System.

o. "Mosaic Channel" means a channel which displays miniaturized media screens and related information for a particular cluster of channels with common themes. The Mosaic Channel serves as a navigation tool for subscribers, which displays the group of Access Channels on a single channel screen and also provides for easy navigation to a chosen Access Channel in the group.

p. "Pay Television" means the delivery over the System of pay-per-channel or pay-per-program video signals to Subscribers for a fee or charge, in addition to the charge for other Basic Cable Services or other Cable Services.

q. "Person" is any person, firm, partnership, association, corporation, company, or other legal entity.

r. "QC" means Qwest Corporation d/b/a CenturyLink , an commonly-owned affiliate of Grantee.

s. "Qualified Living Unit" means a Living Unit which meets the minimum technical qualifications defined by Grantee for the provision of Cable Service.

t. "Right-of-Way" or "Rights-of-Way" means the area on, below, or above any real property in City in which the City has an interest, and any public street, road, highway, freeway, lane, path, public way, alley, court, sidewalk, boulevard, drive, bridge, tunnel waterway, easement or right-of-way, parkway, park, skyway, or any other place, area, or real property owned by or under the control of City, or dedicated for use by City, use by the general public or use compatible with Cable System operations, including other dedicated Rights-of-Way for travel purposes and utility easements.

u. "Right-of-Way Ordinance" means any ordinance of City codifying requirements regarding regulation, management and use of Rights-of-Way in City, including registration and permitting requirements.

v. "Set Top Box" means an electronic device (sometimes referred to as a converter) which may serve as an interface between the System and a Subscriber's television monitor, and which may convert signals to a frequency acceptable to such monitor , and may by an appropriate selector, permit a Subscriber to view all signals of a particular service.

w. "Subscriber" means any Person who lawfully receives service via the System. In the case of multiple office buildings or multiple dwelling units, the "Subscriber" means the lessee, tenant or occupant.

SECTION 2. GRANT OF AUTHORITY AND GENERAL PROVISIONS

1. Grant of Franchise. This Franchise is granted pursuant to the terms and conditions contained herein. Grantee shall comply with all provisions of its Proposal. Failure of Grantee to provide a System as described in its Proposal, or meet obligations and comply with all provisions therein, may be deemed a violation of this Franchise.

2. Grant of Nonexclusive Authority.

a. The Grantee shall have the right and privilege, subject to the permitting and other lawful requirements of City ordinance, rule or procedure, to construct, erect, install, operate, upgrade, repair, replace, reconstruct, rebuild, maintain and retain in, upon, along, across, above, over and under the Rights-of-Way in City a Cable System and shall have the right and privilege to provide Cable Service. The System constructed and maintained by Grantee or its agents shall not interfere with other uses of the Rights-of-Way. Grantee shall make use of existing poles and other above and below facilities available to Grantee to the extent it is technically and economically feasible to do so.

b. Notwithstanding the above grant to use Rights-of-Way, no Right-of-Way shall be used by Grantee if City determines that such use is inconsistent with the terms, conditions, or provisions by which such Right-of-Way was created or dedicated, or with the present use of the Right-of-Way.

c. It shall be unlawful for any Person to construct, install, operate or maintain a Cable System or to offer Cable Service in the City, unless such Person shall have first obtained and shall currently hold a valid franchise. Any affiliate of the Grantee involved in the offering of Cable Service in the City, or directly involved in the ownership, management or operation of the Cable System in the City, shall also comply with all obligations of this Franchise. However, the City and Grantee acknowledge that QC will be primarily responsible for the construction and installation of facilities in the Rights-of-Way which will be utilized by Grantee to provide Cable Services. So long as QC does not provide Cable Service to Subscribers in the City, QC will not be subject to the terms and conditions contained in this Franchise. QC's installation and maintenance of facilities in the Rights-of-Way is governed by applicable local, state and federal law. To the extent Grantee

constructs and installs facilities in the Rights-of-Way, such installation will be subject to the terms and conditions contained in this Franchise. Grantee is responsible for all provisions in this Franchise related to: 1) its offering of Cable Services in the City; and 2) the operation of the Cable System regardless of what entity owns or constructs the facilities used to provide the Cable Service. The City and Grantee agree that to the extent QC violates any applicable federal, state, or local laws, rules, and regulations, the City shall first seek compliance directly from QC. In the event the City cannot resolve these violations or disputes with QC, then the City may look to Grantee to ensure such compliance. Failure by Grantee to ensure QC's or any other affiliate's compliance with applicable local, state and federal laws, rules, and regulations, shall be deemed a material breach of this Franchise by Grantee.

d. This Franchise and the right it grants to use and occupy the Public Rights-of-Way shall not be exclusive and this Franchise does not, explicitly or implicitly, preclude the issuance of other franchises or similar authorization to operate Cable Systems within the City. Provided, however, that Grantor shall not authorize or permit another Person to construct, operate or maintain a Cable System on material terms and conditions which are, taken as a whole, more favorable or less burdensome than those applied to Grantee.

In the event another Person operates a Cable System authorized by Grantor on terms and conditions that are, taken as a whole, more favorable or less burdensome than the terms and conditions applicable to Grantee under this Franchise, the Grantor shall adjust any such terms and conditions in any other provider's authorization or this Franchise so that the terms and conditions under which such other Person operates, taken as a whole, are not more favorable or less burdensome than those that are applied to Grantee.

3. Lease or Assignment Prohibited. No Person may lease Grantee's System for the purpose of providing Service until and unless such Person shall have first obtained and shall currently hold a valid Franchise or other lawful authorization containing substantially similar burdens and obligations to this Franchise, including, without limitation, a requirement on such Person to pay franchise fees on such Person's use of the System to provide Cable Services, to the extent those would be such a requirement under this Franchise if Grantee itself were to use the System to provide such Cable Service. Any assignment of rights under this Franchise shall be subject to and in accordance with the requirements of Section.

4. Franchise Term.

The term of the Franchise granted by the City pursuant to this ordinance shall be for a period of five (5) years, provided, however, that no less than six (6) months prior to the expiration of the initial five (5) year term, to the extent the City determines, in the City's sole discretion, that the Company has complied with this Franchise and with applicable law, the City shall have the right to extend the franchise term for an additional period so as to be co-terminus with any franchise then-held by the incumbent cable operator.

5. Compliance with Applicable Laws, Resolutions and Ordinances.

a. The terms of this Franchise shall define the contractual rights and obligations of Grantee with respect to the provision of Cable Service and operation of the System

in City. However, the Grantee shall at all times during the term of this Franchise be subject to all lawful exercise of the police power, local generally applicable ordinance authority, and eminent domain rights of City. Except as provided below, any modification or amendment to this Franchise, or the rights or obligations contained herein, must be within the lawful exercise of City's police power, in which case the provision(s) modified or amended herein shall be specifically referenced in an ordinance of the City authorizing such amendment or modification. This Franchise may also be modified or amended with the written consent of Grantee as provided in Section herein.

b. Grantee shall comply with the terms of any City ordinance or regulation of general applicability which addresses usage of the Rights-of-Way within City which may have the effect of superseding, modifying or amending the terms of this franchise related to the construction standard with the exception of Section 4.2 herein, except that Grantee shall not, through application of such City ordinance or regulation of Rights-of-Way, be subject to additional burdens with respect to usage of Rights-of-Way which exceed burdens on similarly situated Rights-of-Way users.

c. In the event of any conflict between Section 4.2 of this Franchise and any lawfully applicable City ordinance or regulation which addresses usage of the Rights-of-Way, the conflicting terms in Section 4.2 of this Franchise shall be not be superseded by such City ordinance or regulation, except that Grantee shall not, through application of such City ordinance or regulation of Rights-of-Way, be subject to additional burdens with respect to usage of Rights-of-Way which exceed burdens on similarly situated Rights-of-Way users.

d. In the event any lawfully applicable City ordinance or regulation which addresses usage of the Rights-of-Way adds to, modifies, amends, or otherwise differently addresses issues addressed in Section 4.2 of this Franchise, Grantee shall not be required to comply with such ordinance or regulation of general applicability, regardless of which requirement was first adopted except that Grantee shall not, through application of such City ordinance or regulation of Rights-of-Way, be subject to additional burdens with respect to usage of Rights-of-Way which exceed burdens on similarly situated Rights-of- Way users.

e. In the event Grantee cannot determine how to comply with any Right-of-Way requirement of City, whether pursuant to this Franchise or other requirement, Grantee shall immediately provide written notice of such question, including Grantee's proposed interpretation, to the City. The City or Commission shall provide a written response within fourteen (14) days of receipt indicating how the requirements cited by Grantee apply. Grantee may proceed in accordance with its proposed interpretation in the event a written response is not received within seventeen (17) days of mailing or delivering such written question.

6. Rules of Grantee. The Grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable said Grantee to exercise its rights and perform its obligations under this Franchise and to assure uninterrupted service to each and all of its Subscribers; provided that such rules, regulations, terms and conditions shall not be in conflict with provisions hereto, the rules of the FCC, the laws of the State of Minnesota, City, or any other body having lawful jurisdiction.

7. Territorial Area Involved. This Franchise is granted for the corporate boundaries of City, as it exists from time to time. In the event of annexation by City, or as development occurs, any new territory shall become part of the territory for which this Franchise is granted. Access to cable service shall not be denied to any group of potential residential cable Subscribers because of the income of the residents of the area in which such group resides.

8. Line Extension. Grantee shall have a line extension obligation at such time that Grantee provides Cable Service to more than fifty percent (50%) of all subscribers receiving facilities- based Cable Service from both the Grantee and any other provider(s) of cable service within the City. At that time, the City, in its reasonable discretion and after meeting with Grantee, shall determine the timeframe to complete deployment to the remaining households in the City, including a density requirement that is the same or similar to the requirement of the incumbent franchised cable operator.

9. Written Notice. All notices, reports, or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to any officer of Grantee or City's Administrator of this Franchise or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to City: City of Maplewood
Attention: City Manager
1830 County Road B East
Maplewood, MN 55109-2702

If to Grantee: Qwest Broadband Services, Inc. d/b/a CenturyLink
1801 California St., 10th Flr.
Denver, CO 80202
Attn: Public Policy

With copies to: Qwest Broadband Services Inc., d/b/a CenturyLink, 200 S. 5th Street, 21st Flr. Minneapolis, MN 55402, Attn: Public Policy

Such addresses may be changed by either party upon notice to the other party given as provided in this Section.

SECTION 3. CONSTRUCTION STANDARDS

1. Registration, Permits and Construction Codes.

a. Grantee shall strictly adhere to all state and local laws and building and zoning codes currently or hereafter applicable to location, construction, installation, operation or maintenance of the System in City and give due consideration at all times to the aesthetics of the property.

b. Failure to obtain permits or comply with permit requirements shall be grounds for revocation of this Franchise, or any lesser sanctions provided herein or in any other applicable law.

2. Repair of Rights-of-Way and Property. Any and all Rights-of-Way, or public or private property, which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance, expansion, extension or reconstruction of the System shall be promptly and fully restored by Grantee, at its expense, to the same condition as that prevailing prior to Grantee's work to the extent consistent with applicable statutes and rules. If Grantee shall fail to promptly perform the restoration required herein, after written request of City and reasonable opportunity to satisfy that request, City shall have the right to put the Rights-of-Way, public, or private property back into good condition. In the event City determines that Grantee is responsible for such disturbance or damage, Grantee shall be obligated to fully reimburse City for such restoration.

3. Conditions on Right-of-Way Use.

a. Nothing in this Franchise shall be construed to prevent City from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Right-of-Way; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.

b. All System transmission and distribution structures, lines and equipment erected by the Grantee within City shall be located so as not to obstruct or interfere with the use of Rights-of-Way except for normal and reasonable obstruction and interference which might occur during construction and to cause minimum interference with the rights of property owners who abut any of said Rights-of-Way and not to interfere with existing public utility installations.

c. If at any time during the period of this Franchise City shall elect to alter or change the grade or location of any Right-of-Way, the Grantee shall, at its own expense, upon reasonable notice by City, remove and relocate its poles, wires, cables, conduits, manholes and other fixtures of the System, and in each instance comply with the reasonable and lawful standards and specifications of City.

d. The Grantee shall not place poles, conduits, or other fixtures of System above or below ground where the same will interfere with any gas, electric, telephone, water or other utility fixtures and all such poles, conduits, or other fixtures placed in any Right-of-Way shall be so placed as to comply with all reasonable and lawful requirements of City.

e. The Grantee shall, upon request of any Person holding a moving permit issued by City, temporarily move its wires or fixtures to permit the moving of buildings with the expense of such temporary removal to be paid by the Person requesting the same, and the Grantee shall be given not less than ten (10) days advance written notice to arrange for such temporary changes.

f. The Grantee shall have the authority to trim any trees upon and overhanging the Rights-of-Way of City so as to prevent the branches of such trees from coming in contact with the wires and cables or other facilities of the Grantee.

h. Grantee shall use its best efforts to give reasonable prior notice to any adjacent

private property owners who will be negatively affected or impacted by Grantee's work in the Rights-of-Way.

4. **Undergrounding of Cable.** Grantee must place newly constructed System facilities underground in areas of City where all other utility lines are placed underground and may place System facilities on poles using aerial construction techniques where existing System facilities or other utility facilities are on poles or otherwise of aerial construction. Amplifier boxes and pedestal mounted terminal boxes may be placed above ground if existing technology reasonably requires, but shall be of such size and design and shall be so located as not to be unsightly or unsafe, all pursuant to any required plans submitted with Grantee's permit application(s) and approved by City.

5. **Installation of Facilities.** No poles, conduits, amplifier boxes, pedestal mounted terminal boxes, similar structures, or other wire-holding structures shall be erected or installed by the Grantee without required permit of City.

6. **Safety Requirements.**

a. The Grantee shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage or injuries.

b. The Grantee shall install and maintain its System and other equipment in accordance with City's codes and the requirements of the National Electric Safety Code and all other applicable FCC, state and local regulations, and in such manner that they will not interfere with City communications technology related to health, safety and welfare of the residents.

c. All System structures, and lines, equipment and connections in, over, under and upon the Rights-of-Way of City, wherever situated or located, shall at all times be kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the life or property of City or any Person.

SECTION 4. DESIGN PROVISIONS

1. **System Design and Capacity.**

a. The Cable System shall have a bandwidth capable of providing the equivalent of a typical 750 MHz Cable System. Recognizing that the City has limited authority under federal law to designate the technical method by which Grantee provides Cable Service, as of the Effective Date of this Franchise, Grantee provides its Cable Service utilizing two (2) different methods. First, using a PON platform, the Grantee provides Cable Service to some Qualified Living Units by connecting fiber directly to the household ("FTTP"). Second, the Grantee provides Cable Service to some Qualified Living Units by deploying fiber into the neighborhoods and using the existing copper infrastructure to increase broadband speeds ("FTTN"). In both the FTTP and FTTN footprint, a household capable of receiving a minimum of 25 Mbps downstream will generally be capable of receiving Cable Service after Grantee performs certain network grooming and conditioning.

- b. Grantee agrees to maintain the Cable System in a manner consistent with, or in excess of the specifications herein 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 applicable FCC technical quality standards at 47 C.F.R. § 76 Subpart K, regardless of the particular format in which a signal is transmitted.
- c. 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.
- d. 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 consistent with the Minnesota State Emergency Statewide Plan ("EAS Plan"). The City may also develop a local plan containing methods of EAS message distribution, subject to Applicable Laws and the EAS Plan. Nothing in this section is intended to expand Grantee's obligations beyond that which is required by the EAS Plan and Applicable Law.
- e. Standby Power. Grantee shall provide standby power generating capacity at the Cable System control center and at all nodes ("Node" means the transition point between optical light transmission and RF transmission of signals being delivered to and received from the Subscriber's premises). 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.
- f. Grantee shall comply with the applicable 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.
- g. Grantee shall install and maintain its Cable System in accordance with the applicable requirements of the National Electrical Safety Code, and in such manner that the Cable System shall not interfere with any installations of the City or any public utility or institutional utility, or any franchisee, licensee or permittee of the City.
- h. Grantee shall provide and put in use such equipment and appliances as in a manner so as to prevent injury to the wires, pipes, structures, and property belonging to the City or to any Person within the City.

2. Cable Service Availability.

Initial Build Out. No later than the second anniversary of the Effective Date of this Franchise, Grantee shall: 1) be capable of serving a minimum of fifteen percent (15%) of the City's households with Cable Service; provided, however, Grantee will make its best efforts to complete such deployment within a shorter period of time, and; 2) make available and offer Cable Service to all Qualified Living Units, as identified in the

reports and maps required herein showing the total number of Qualified Living Units as of the Effective Date and quarterly thereafter. Grantee shall not deactivate any activated Remote Terminals once activated, nor withdraw the availability of Cable Service to any Qualified Living Unit (except due to non-payment or other customer compliance matter), without the prior approval of the City. In addition, Grantee commits that a significant portion of its investment will be targeted to areas below the median income in the City.

Quarterly Meetings. In order to permit the City to monitor and enforce this Franchise, the Grantee shall, upon demand, promptly make available to the City maps and other documentation showing exactly where within the City the Grantee is currently providing, or able to provide, Cable Service. Grantee shall meet with the City, not less than once quarterly, to demonstrate Grantee's compliance with the provisions of this section concerning the deployment of Cable Services in the City. In order to permit the City to monitor and enforce the provisions of this section and other provisions of this Franchise, the Grantee shall, commencing on or about April 15, 2016, and continuing throughout the term of this Franchise, meet quarterly with the City and make available reports and maps showing the City the following information:

- (a) The total number of Living Units throughout the City;
- (b) The total number of Qualified Living Units as of the Effective Date and each subsequent calendar quarter;
- (c) Information demonstrating Grantee commitment that a significant portion of Grantee's initial investment and Grantee's deployment of Cable Services in the City has been targeted to households below the City's median household income; and
- (d) A list of the public buildings and educational institutions that are Qualified Living Units in the City

In addition, at each quarterly meeting the Grantee will provide to the City a written summary (on a trade secret basis if Grantee so desires) of the foregoing information.

Additional Build-Out Based on Market Success. If, at any quarterly meeting, including any quarterly meeting prior to the second anniversary of the Effective Date of this Franchise as referenced in Section 13.1 herein, Grantee is actually providing Cable Service to twenty seven and one-half percent (27.5%) of the Qualified Living Units (households capable of receiving Cable Service), then Grantee agrees the minimum build-out commitment shall increase to include an additional fifteen (15%) of the total households in the City within two (2) years from the quarterly meeting; provided, however, the Grantee shall make its best efforts to complete such deployment within a shorter period of time.

For example, if, at a quarterly meeting with the City, Grantee shows that it is capable of serving sixty percent (60%) of the households in the City with Cable Service and is actually serving thirty percent (30%) of those households with Cable Service, then Grantee will agree to serve an additional fifteen percent (15%) of the total households in the City no later than two (2) years after that quarterly meeting (a total of seventy-five percent (75%) of the total households). This additional build-out based on market success shall continue until every household in the City is served.

3. Interruption of Service. The Grantee shall interrupt Service only for good cause and for the shortest time possible. Such interruption shall occur during periods of minimum use of the System. If Service is interrupted for a total period of more than forty eight (48) hours in any thirty (30) day period, Subscribers shall, upon request, be credited pro rata for such interruption.

4. FCC Reports. The results of any tests required to be filed by Grantee with the FCC, as it relates to Cable Service pursuant to this Franchise, shall upon request of City also be filed with the City or its designee within ten (10) days of the conduct of such tests.

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

6. Lockout Device. Upon the request of a Subscriber, Grantee shall make available a Lockout Device at no additional charge to Subscribers.

7. System Design.

a. The System shall have the capability to carry community (PEG) programming originated from other Minneapolis/St. Paul metropolitan area franchising authorities.

b. Grantee shall provide a discrete, non-public, video interconnect network, from an agreed upon demarcation point at the City's Master Control Center to Grantee's headend. The video interconnect network shall not exceed 50 Mbps of allocated bandwidth, allowing the City and PEG operators that have agreed with Grantee to share (send and receive) live and recorded programming for playback on their respective systems.

c. Where available the Grantee shall provide the video interconnect network and the network equipment necessary for the high-priority transport of live multicast HD/SD video streams as well as lower-priority file-sharing. Grantee shall provide 50 Mbps bandwidth for each participating PEG entity to send its original programming, receive at least two additional multicast HD/SD streams from any other participating PEG entity, and allow the transfer of files. Each participating PEG entity is responsible for encoding its own SD/HD content in suitable bit rates to be transported by the video interconnect network without exceeding the 50 Mbps of allocated bandwidth.

8. System Performance.

a. Grantee shall interrupt Service only for good cause and for the shortest time possible. Such interruption shall occur during periods of minimum use of the System. If Service is interrupted for a total period of more than forty eight (48) hours in any thirty (30) day period, Subscribers shall, upon request, be credited pro rata for such interruption.

b. Special Testing. The City shall have the right to inspect all construction or installation work performed pursuant to the provisions of the Franchise. In addition, the 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. The 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.

c. 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. The 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 a qualified engineer selected by City and Grantee, and Grantee shall cooperate in such testing.

d. FCC Reports. The results of any tests related to the City required to be filed by Grantee with the FCC shall upon request of City also be filed with the City or its designee within ten (10) days of the conduct of such tests.

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

SECTION 5. ACCESS CHANNEL(S) PROVISIONS

1. Public, Educational and Government Access.

a. Within 120 days of Effective Date, the Grantee shall make available one (1) channel on the Basic Service Tier to be used for Government access programming. On a future date to be mutually agreed upon by the Grantee and the City, , the Grantee shall make available up to four (4) additional channels to be used for PEG access programming on the Basic Service Tier. This obligation on Grantee shall terminate 365 days after the Effective Date. These channels will be located at Channels 8056-8060 ("Access Channels").

If the City delivers programming to Grantee in HD, then Grantee shall make the Access Channel(s) carrying such programming available to Subscribers in both HD and SD. Thus, if City delivers all PEG access programming in HD, the Grantee will provide the equivalent of ten (10) Access Channels for such programming (5 HD; 5 SD). The City has the sole discretion to designate the use of each Access Channel for public, educational, or governmental purposes.

b. Grantee shall provide a technically reliable path for upstream and downstream transmission of the Access Channels, which will in no way degrade the technical quality of the Access Channels, from an agreed upon demarcation point at the City's Master Control Center and from any other PEG access programming locations designated by the City, to Grantee's headend, on which all Access Channels shall be transported for distribution on Grantee's subscriber network. The Access Channels shall be delivered without degradation to Subscribers. Grantee may meet the obligations of this subsection by providing, free of charge and at no cost to the City, a

direct fiber connection and necessary equipment to transmit PEG programming from the City's designated programming locations and the permanent location of the City's Master Control Center to the Grantee's headend ("PEG Origination Connection"). As necessary, the Grantee shall undertake construction of direct connections and necessary equipment to each of the programming origination sites as identified by the City within a reasonable period of time taking into consideration weather and related technical issues.

c. The City will give Grantee written notice detailing the point of origination and the capability sought by the City. The Access Channels may be renumbered and moved by the Grantee upon thirty (30) days' notice to Subscribers and the City; provided, that in such event the City is programming the channel(s) Grantee shall pay all reasonable costs or expenses arising out of the renumbering and moving of any of the above-listed channels including, but not limited to, equipment necessary to effect the change at the programmer's production or receiving facility (school frequency routing equipment, etc.) This paragraph shall not apply to Regional Channel 6.

d. At such time the City is programming four (4) or more of the Access Channels such channels may be made available through a multi-channel display (i.e. a picture in picture feed) on a single TV screen called a "mosaic" where a Subscriber can access via an interactive video menu any of the PEG access channels (the "Maplewood Mosaic"). The Maplewood Mosaic will be located at a Channel mutually agreed to by the Grantee and City in the area of the channel lineup where similar PEG mosaics are located. The Maplewood Mosaic will contain only Access Channels authorized by the City.

e. Video on Demand. Grantee shall provide Video on Demand service ("VOD") for PEG access programming. The VOD service to be provided herein shall be limited to up to twenty (20) hours per month. The City will be solely responsible for determining programming priority and will be responsible for providing Grantee with good quality masters in a format determined through mutual agreement. A presentation form (stating program information, the City's acceptance of responsibility for content, "kill" dates if applicable, and other matters) and content delivery method will be determined through mutual agreement of the parties.

2. Charges for Use. Channel time and playback of prerecorded programming on the PEG access and community program channel(s) must be provided without charge to City and the public.

3. Access Rules. City, or its designee, shall implement rules for use of any access channel(s).

4. Access Support.

a. Grantee will collect from Subscribers and remit to the City a monthly PEG Fee of \$4.25 per subscriber, per month. The PEG Fee will be remitted to the City on a quarterly basis. The PEG Fee will be paid to the City at the same time as the Franchise Fee. Starting with the 2016 calendar year, the City may elect to increase, or decrease this fee based on the incumbent cable franchisee's PEG support obligation, or the Consumer Price Index. Any such election must be made in writing to the Franchisee ninety (90) days prior to becoming effective. In no event shall the

monthly per Subscriber fee be in an amount different from the incumbent cable provider. The PEG Fee may be used for operational or capital support of PEG programming. In the event the incumbent's per Subscriber, per month collection and payment to the City is modified for any reason, including, for example, due to renewal of the incumbent's franchise on different terms or the incumbent's recalculation of the amount due under its then-existing franchise, the parties agree to work cooperatively, in good faith, to modify the Grantee's PEG support payment obligation accordingly. As deemed necessary or appropriate, the parties may agree to amend this Franchise for such purpose.

b. Grantee shall provide the City two (2) 30-second ad avails during periods in which ample unsold/unused air time on such channels exists for City public service announcements (PSAs), free of charge, during the term of the Franchise, on a run of schedule basis. The ad avails shall be produced by the City to announce, identify, or promote community television. Grantee shall also print and mail a post card promoting community programming, to households in the City subscribing to Grantee's Cable Service at no cost to the City, no less frequently than twice per year, or at such time as a Access Channel is moved or relocated, upon the written request of the City. The post card shall be designed by the City and shall conform to the Grantee's standards and policies for size and weight. Any post card denigrating the Grantee, its service or its programming is not permitted.

5. Regional Channel 6. Grantee shall designate standard VHF Channel 6 for uniform regional channel usage to the extent required by state law.

6. State and Federal Law Compliance. Satisfaction of the requirements of this Section satisfies any and all of Grantee's state and federal law requirements of Grantee with respect to PEG access.

SECTION 6. INSTITUTIONAL NETWORK (I-NET) PROVISIONS AND RELATED COMMITMENTS

1. Grantee acknowledges that the City has acquired I-Net capacity, facilities, interconnection, services and resources from existing franchised cable service providers to design, construct and operate an Institutional Network and to facilitate PEG Institutions' uses of the I-Net. Grantee shall provide additional connectivity for PEG access programming purposes as provided in Section 5.1(b) and (c) above. The parties acknowledge that the public interest would not be served by duplicating existing I-Net facilities or services provided under other cable services franchises.

2. Subscriber Network Drops to Designated Buildings.

a. Grantee shall provide, free of charge, Installation of one (1) subscriber network Drop, one (1) cable outlet, one (1) set top box or other device, if necessary, monthly Basic Cable Service to each public and private school, public library branch, police and fire station, community center and public building that requests a drop in writing, and to such other public institutions as the City may reasonably request from time to time provided such location is a Qualified Living Unit and not currently receiving service from another provider.

b. The above referenced institutions may add outlets at its own expense, as long as

such Installation meets Grantee's standards.

SECTION 7. OPERATION AND ADMINISTRATION PROVISIONS

1. Administration of Franchise. The City Manager or other designee shall have continuing regulatory jurisdiction and supervision over the System and the Grantee's operation under the Franchise. The City, or its designee, may issue such reasonable rules and regulations concerning the construction, operation and maintenance of the System as are consistent with the provisions of the Franchise and law. The City may not unilaterally alter the material provisions of this Franchise.
2. Delegated Authority. The City may appoint a citizen advisory body or a Joint Powers Commission, or may delegate to any other body or Person authority to administer the Franchise and to monitor the performance of the Grantee pursuant to the Franchise. Grantee shall cooperate with any such delegatee of City.
3. Franchise Fee.
 - a. During the term of the Franchise, Grantee shall pay quarterly to City, or properly appointed delegatee, a Franchise Fee in an amount equal to five percent (5%) of its quarterly Gross Revenues, or such other amounts as are subsequently permitted by federal statute.
 - b. Any payments due under this provision shall be payable quarterly. The payment shall be made within thirty (30) days of the end of each of Grantee's fiscal quarters together with a report showing the basis for the computation.
 - c. All amounts paid shall be subject to audit and recomputation by City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount.
4. Access to Records. The City shall have the right to inspect, upon reasonable notice and during normal business hours, or require Grantee to provide within a reasonable time copies of any records maintained by Grantee which relate to System operations including specifically Grantee's accounting and financial records.
5. Reports and Maps.
 - a. Grantee shall file with the City, at the time of payment of the Franchise Fee, a report of all Gross Revenues in form and substance as required by City.
 - b. Grantee shall prepare and furnish to City, at the times and in the form prescribed, such other reasonable reports with respect to Grantee's operations pursuant to this Franchise as City may require. City shall make its best effort to protect proprietary or trade secret information all consistent with state and federal law.
 - c. If required by the Right-of-Way Ordinance, Grantee or its affiliate, as applicable, shall make available to the City Manager the maps, plats, and permanent records of the location and character of all facilities constructed, including underground facilities, and Grantee or its affiliate, as applicable, shall make available to the City updates of such maps, plats and permanent records annually if changes have been

made in the System.

6. Periodic Evaluation.

a. The City may require evaluation sessions one time during the term of this Franchise, upon fifteen (30) days written notice to Grantee.

b. Topics which may be discussed at any evaluation session may include, but are not limited to, application of new technologies, System performance, programming offered, access channels, facilities and support, municipal uses of cable, subscriber rates, customer complaints, amendments to this Franchise, judicial rulings, FCC rulings, line extension policies and any other topics City deems relevant.

c. As a result of a periodic review or evaluation session, upon notification from City, Grantee shall meet with City and undertake good faith efforts to reach agreement on changes and modifications to the terms and conditions of the Franchise which are legally, economically and technically feasible.

SECTION 8. GENERAL FINANCIAL AND INSURANCE PROVISIONS

1. Performance Bond.

a. Within 30 days after the effective date and at all times thereafter, until the Grantee has liquidated all of its obligations with City, the Grantee shall furnish a bond to the City in the amount of \$100,000.00 in a form and with such sureties as reasonably acceptable to City. This bond will be conditioned upon the faithful performance by the Grantee of its Franchise obligations and upon the further condition that in the event the Grantee shall fail to comply with any law, ordinance or regulation governing the Franchise, there shall be recoverable jointly and severally from the principal and surety of the bond any damages or loss suffered by City as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the Grantee, plus a reasonable allowance for attorneys' fees and costs, up to the full amount of the bond, and further guaranteeing payment by the Grantee of claims, liens and taxes due City which arise by reason of the construction, operation, or maintenance of the System. The rights reserved by City with respect to the bond are in addition to all other rights City may have under the Franchise or any other law. City may, from year to year, in its sole discretion, reduce the amount of the bond.

b. The time for Grantee to correct any violation or liability, shall be extended by City if the necessary action to correct such violation or liability is, in the sole determination of City, of such a nature or character as to require more than thirty (30) days within which to perform, provided Grantee provides written notice that it requires more than thirty (30) days to correct such violations or liability, commences the corrective action within the thirty (30) days period and thereafter uses reasonable diligence to correct the violation or liability.

c. In the event this Franchise is revoked by reason of default of Grantee, City shall be entitled to collect from the performance bond that amount which is attributable to any damages sustained by City as a result of said default or revocation.

d. Grantee shall be entitled to the return of the performance bond, or portion thereof, as remains sixty (60) days after the expiration of the term of the Franchise or revocation for default thereof, provided City has not notified Grantee of any actual or potential damages incurred as a result of Grantee's operations pursuant to the Franchise or as a result of said default.

e. The rights reserved to City with respect to the performance bond are in addition to all other rights of City whether reserved by this Franchise or authorized by law, and no action, proceeding or exercise of a right with respect to the performance bond shall affect any other right City may have.

2. Letter of Credit.

a. At the time of acceptance of this Franchise, Grantee shall deliver to City an irrevocable and unconditional Letter of Credit, in form and substance acceptable to City, from a National or State bank approved by Commission, in the amount of \$25,000.00.

b. The Letter of Credit shall provide that funds will be paid to City, as appropriate, upon written demand of City, and in an amount solely determined by City in payment for penalties charged pursuant to this Section, in payment for any monies owed by Grantee to City or any person pursuant to its obligations under this Franchise, or in payment for any damage incurred by City or any person as a result of any acts or omissions by Grantee pursuant to this Franchise.

c. In addition to recovery of any monies owed by Grantee to City or any person or damages to City or any person as a result of any acts or omissions by Grantee pursuant to the Franchise, City, in its sole discretion after notification to Grantee and a minimum allowance of thirty (30) days to cure, may charge to and collect from the Letter of Credit the following penalties:

i. For failure to provide data, documents, reports or information or to cooperate with City during an application process or system review or as otherwise provided herein, the penalty shall be \$250.00 per day for each day, or part thereof, such failure occurs or continues.

ii. Fifteen (15) days following notice from City of a failure of Grantee to comply with construction, operation or maintenance standards, the penalty shall be \$500.00 per day for each day, or part thereof, such failure occurs or continues.

iii. For failure to provide the services Grantee has proposed, including, but not limited to, the implementation and the utilization of the access channels and the maintenance and/or replacement of the equipment and other facilities, the penalty shall be \$500.00 per day for each day, or part thereof, such failure occurs or continues.

iv. For failure to comply with any of the provisions of this Franchise, or other applicable City ordinance for which a penalty is not otherwise specifically provided pursuant to this paragraph c, the penalty shall be \$250.00 per day for each day, or part thereof, such failure occurs or continues up to a maximum of 30 days.

d. Each violation of any provision of this Franchise shall be considered a separate violation for which a separate penalty can be imposed; provided, however, that no more than one penalty amount shall be imposed for each separate violation.

e. Whenever City or Commission finds that Grantee has violated one or more terms, conditions or provisions of this Franchise, or for any other violation contemplated in Subparagraph c. above, a written notice shall be given to Grantee informing it of such violation. At any time after thirty (30) days (or such longer reasonable time which, in the determination of City or Commission, is necessary to cure the alleged violation) following local receipt of notice, provided Grantee remains in violation of one or more terms, conditions or provisions of this Franchise, in the sole opinion of City, City may draw from the Letter of Credit all penalties and other monies due City or Commission from the date of the local receipt of notice.

f. Whenever the Letter of Credit is drawn upon, Grantee may, within seven (7) days of such draw, notify City, in writing that there is a dispute as to whether a violation or failure has in fact occurred. Such written notice by Grantee to City shall specify with particularity the matters disputed by Grantee. All penalties shall continue to accrue and City may continue to draw from the Letter of Credit during any appeal pursuant to this subparagraph f.

- i. City shall hear Grantee's dispute within sixty (60) days and render a final decision within sixty (60) days thereafter.
- ii. Upon the determination of City that no violation has taken place, City shall refund to Grantee, without interest, all monies drawn from the Letter of Credit by reason of the alleged violation.

g. If said Letter of Credit or any subsequent Letter of Credit delivered pursuant thereto expires prior to thirty (30) months after the expiration of the term of this Franchise, it shall be renewed or replaced during the term of this Franchise to provide that it will not expire earlier than thirty (30) months after the expiration of this Franchise. The renewed or replaced Letter of Credit shall be of the same form and with a bank authorized herein and for the full amount stated in Paragraph A of this Section.

h. If City draws upon the Letter of Credit or any subsequent Letter of Credit delivered pursuant hereto, in whole or in part, Grantee shall replace or replenish to its full amount the same within ten (10) days and shall deliver to City a like replacement Letter of Credit or certification of replenishment for the full amount stated in Section 8 herein as a substitution of the previous Letter of Credit. This shall be a continuing obligation for any draws upon the Letter of Credit.

i. If any Letter of Credit is not so replaced or replenished, City may draw on said Letter of Credit for the whole amount thereof and use the proceeds as City determines in its sole discretion. The failure to replace or replenish any Letter of Credit may also, at the option of the City, be deemed a default by Grantee under this Franchise. The drawing on the Letter of Credit 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.

- j. The collection by City, of any damages, monies or penalties from the Letter of Credit shall not affect any other right or remedy available to either, nor shall any act, or failure to act, by City , pursuant to the Letter of Credit, be deemed a waiver of any right of City , pursuant to this Franchise or otherwise.
3. Indemnification of City.
- a. City, its officers, boards, committees, commissions, elected officials, employees and agents shall not be liable for any loss or damage to any real or personal property of any Person, or for any injury to or death of any Person, to the extent caused by Grantee's construction, operation, maintenance, repair or removal of the System or by any other action of Grantee with respect to this Franchise.
- b. Grantee shall contemporaneously with this Franchise execute an Indemnity Agreement in the form attached hereto , which shall indemnify, defend and hold the City harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses arising out of the actions of the City in granting this Franchise. This obligation includes any claims by another franchised cable operator against the City that the terms and conditions of this Franchise are less burdensome than another franchise granted by the city or that this Franchise does not satisfy the requirements of applicable state law(s). Grantee shall additionally indemnify, defend, and hold harmless City, its officers, boards, committees, commissions, elected officials, employees and agents, from and against all liability, damages, and penalties which they may legally be required to pay as a result of the City's exercise, administration, or enforcement of the Franchise. On or before the Effective Date, Grantee shall execute a separate indemnity agreement in a form acceptable to the City, which shall indemnify, defend and hold the City harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses arising out of the actions of the City in granting this Franchise.
- This obligation includes any claims by the incumbent cable operator against the City that the terms and conditions of this Franchise are less burdensome than the incumbent's franchise, or that this Franchise does not satisfy the requirements of applicable state law(s).
- c. Nothing in this Franchise relieves a Person, from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee's facilities while performing work connected with grading, regarding, or changing the line of a Right-of-Way or public place or with the construction or reconstruction of a sewer or water system.
- d. The Grantee shall not be required to indemnify the City for negligence or misconduct on the part of the City or its officers, boards, committees, commissions, elected or appointed officials, employees, volunteers or agents, including any loss or claims.
4. Insurance.
- a. As a part of the indemnification provided in Section, but without limiting the

foregoing, Grantee shall file with City at the time of its acceptance of this Franchise, and at all times thereafter maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy, including broadcaster's/cablecaster's liability and contractual liability coverage, in protection of the Grantee, and the City, its officers, elected officials, boards, commissions, agents and employees for any and all damages and penalties which may arise as a result of this Franchise. The policy or policies shall name the City as an additional insured, and in their capacity as such, City officers, elected officials, boards, commissions, agents and employees.

b. The policies of insurance shall be in the sum of not less than \$1,000,000.00 for personal injury or death of any one Person, and \$2,000,000.00 for personal injury or death of two or more Persons in any one occurrence, \$500,000.00 for property damage to any one person and \$2,000,000.00 for property damage resulting from any one act or occurrence.

c. The policy or policies of insurance shall be maintained by Grantee in full force and effect during the entire term of the Franchise. Each policy of insurance shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether at the request of Grantee or for other reasons, except after sixty (60) days advance written notice have been provided to City.

SECTION 9. SALE, ABANDONMENT, TRANSFER AND REVOCATION OF FRANCHISE

1. City's Right to Revoke.

a. In addition to all other rights which City has pursuant to law or equity, City reserves the right to commence proceedings to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if it is determined by City that:

- i. Grantee has violated material provisions(s) of this Franchise; or
- ii. Grantee has attempted to evade any of the provisions of the Franchise; or
- iii. Grantee has practiced fraud or deceit upon City.

City may revoke this Franchise without the hearing required by herein if Grantee is adjudged a bankrupt.

2. Procedures for Revocation.

a. City shall provide Grantee with written notice of a cause for revocation and the intent to revoke and shall allow Grantee thirty (30) days subsequent to receipt of the notice in which to correct the violation or to provide adequate assurance of performance in compliance with the Franchise. In the notice required herein, City shall provide Grantee with the basis of the revocation.

- b. Grantee shall be provided the right to a public hearing affording due process before the City Council prior to the effective date of revocation, which public hearing shall follow the thirty (30) day notice provided in subparagraph (a) above. City shall provide Grantee with written notice of its decision together with written findings of fact supplementing said decision.
 - c. Only after the public hearing and upon written notice of the determination by City to revoke the Franchise may Grantee appeal said decision with an appropriate state or federal court or agency.
 - d. During the appeal period, the Franchise shall remain in full force and effect unless the term thereof sooner expires or unless continuation of the Franchise would endanger the health, safety and welfare of any person or the public.
3. Abandonment of Service. Grantee may not abandon the System or any portion thereof, used exclusively for the provision of cable service, without having first given three (3) months written notice to City. Grantee may not abandon the System or any portion thereof, used exclusively for the provision of cable service, without compensating City for damages resulting from the abandonment, including all costs incident to removal of the System.
4. Removal After Abandonment, Termination or Forfeiture.
- a. In the event of termination or forfeiture of the Franchise or abandonment of the System, City shall have the right to require Grantee to remove all or any portion of the System used exclusively for the provision of cable service from all Rights-of-Way and public property within City.
 - b. 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 is given, or if Grantee has failed to complete such removal within twelve (12) months after written notice of City's demand for removal is given, City shall have the right to apply funds secured by the Letter of Credit and Performance Bond toward removal and/or declare all right, title, and interest to the 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.
5. Sale or Transfer of Franchise.
- a. No sale or transfer of the Franchise, or sale, transfer, or fundamental corporate change of or in Grantee, including, but not limited to, a fundamental corporate change in Grantee's parent corporation or any entity having a controlling interest in Grantee, the sale of a controlling interest in the Grantee's assets, a merger including the merger of a subsidiary and parent entity, consolidation, or the creation of a subsidiary or affiliate entity, shall take place until a written request has been filed with City requesting approval of the sale, transfer, or corporate change and such approval has been granted or deemed granted, provided, however, that said approval shall not be required where Grantee grants a security interest in its Franchise and/or assets to secure an indebtedness. Upon notice to City, Grantee may undertake legal changes necessary to consolidate the corporate or partnership structures with its affiliates provided there is no change in the controlling interests which could

materially alter the financial responsibilities for the Grantee.

b. Any sale, transfer, exchange or assignment of stock in Grantee, or Grantee's parent corporation or any other entity having a controlling interest in Grantee, so as to create a new controlling interest therein, shall be subject to the requirements of this Section. The term controlling interest as used herein is not limited to majority stock ownership, but includes actual working control in whatever manner exercised.

c. The Grantee shall file, in addition to all documents, forms and information required to be filed by applicable law, the following:

i. All contracts, agreements or other documents that constitute the proposed transaction and all exhibits, attachments, or other documents referred to therein which are necessary in order to understand the terms thereof.

ii. A list detailing all documents filed with any state or federal agency related to the transaction including, but not limited to, the MPUC, the FCC, the FTC, the FEC, the SEC or MnDOT. Upon request, Grantee shall provide City with a complete copy of any such document; and

iii. Any other documents or information related to the transaction as may be specifically requested by the City.

d. City shall have such time as is permitted by federal law in which to review a transfer request.

e. The Grantee shall reimburse City for all the reasonable legal, administrative, and consulting costs and fees associated with the City's review of any request to transfer. Nothing herein shall prevent Grantee from negotiating partial or complete payment of such costs and fees by the transferee. Grantee may not itemize any such reimbursement on Subscriber bills, but may recover such expenses in its subscriber rates.

f. In no event shall a sale, transfer, corporate change, or assignment of ownership or control pursuant to subparagraph (a) or (b) of this Section 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 including, but not limited to, any adequate guarantees or other security instruments provided by the transferor.

g. In the event of any proposed sale, transfer, corporate change, or assignment pursuant to subparagraph (a) or (b) of this Section, City shall have the right to purchase the System for the value of the consideration proposed in such transaction. City's right to purchase shall arise upon City's receipt of notice of the material terms of an offer or proposal for sale, transfer, corporate change, or assignment, which Grantee has accepted. Notice of such offer or proposal must be conveyed to City in writing and separate from any general announcement of the transaction.

h. City shall be deemed to have waived its right to purchase the System pursuant to this Section only in the following circumstances:

- i. If City does not indicate to Grantee in writing, within sixty (60) days of receipt of written notice of a proposed sale, transfer, corporate change, or assignment as contemplated in Section 9 hereinabove, its intention to exercise its right of purchase; or
- ii. It approves the assignment or sale of the Franchise as provided within this Section.
- iii. No Franchise may be transferred if City determines Grantee is in noncompliance of the Franchise unless an acceptable compliance program has been approved by City. The approval of any transfer of ownership pursuant to this Section shall not be deemed to waive any rights of City to subsequently enforce noncompliance issues relating to this Franchise even if such issues predated the approval, whether known or unknown to City.

SECTION 10. PROTECTION OF INDIVIDUAL RIGHTS

1. Discriminatory Practices Prohibited. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of race, color, religion, national origin, sex, age, status as to public assistance, affectional preference, or disability. Grantee shall comply at all times with all other applicable federal, state, and city laws.
2. Subscriber Privacy.
 - a. 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. 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 authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever. Such permission shall be required for each type or classification of Class IV Channel activity planned for the purpose of monitoring individual viewing patterns or practices.
 - b. No 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 service business use or to City for the purpose of Franchise administration, and also to the Subscriber subject of that information, unless Grantee has received specific written authorization from the Subscriber to make such data available. 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 authorization. The authorization 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.

SECTION 11. UNAUTHORIZED CONNECTIONS AND MODIFICATIONS

UNAUTHORIZED CONNECTIONS AND MODIFICATIONS

1. Unauthorized Connections or Modifications Prohibited. It shall be unlawful for any firm, Person, group, company, corporation, or governmental body or agency, without the express consent of the Grantee, to make or possess, or assist anybody in making or possessing, any unauthorized connection, extension, or division, whether physically, acoustically, inductively, electronically or otherwise, with or to any segment of the System or receive services of the System without Grantee's authorization.
2. Removal or Destruction Prohibited. It shall be unlawful for any firm, Person, group, company, or corporation to willfully interfere, tamper, remove, obstruct, or damage, or assist thereof, any part or segment of the System for any purpose whatsoever, except for any rights City may have pursuant to this Franchise or its police powers.
3. Penalty. Any firm, Person, group, company, or corporation found guilty of violating this section may be fined not less than Twenty Dollars (\$20.00) and the costs of the action nor more than Five Hundred Dollars (\$500.00) and the costs of the action for each and every subsequent offense. Each continuing day of the violation shall be considered a separate occurrence.

SECTION 12. MISCELLANEOUS PROVISIONS

1. Franchise Renewal. Any renewal of this Franchise shall be performed in accordance with applicable federal, state and local laws and regulations. The term of any renewed Franchise shall be limited to a period not to exceed fifteen (15) years.
2. Work Performed by Others. All applicable obligations of this Franchise shall apply to any subcontractor or others performing any work or services pursuant to the provisions of this Franchise, however, in no event shall any such subcontractor or other performing work obtain any rights to maintain and operate a System or provide Cable Service. Grantee shall provide notice to City of the name(s) and address(es) of any entity, other than Grantee, which performs substantial services pursuant to this Franchise.
3. Amendment of Franchise Ordinance. Grantee and City may agree, from time to time, to amend this Franchise. Such written amendments may be made subsequent to a review session pursuant to Section 4 or at any other time if City and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in federal, state or local laws. Provided, however, nothing herein shall restrict City's exercise of its police powers.
4. Compliance with Federal, State and Local 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 year after they become effective, unless otherwise stated, and to 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.

5. Nonenforcement by City. Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure or delay of City to enforce prompt compliance. City may only waive its rights hereunder by expressly so stating in writing. Any such written waiver by City of a breach or violation of any provision of this Franchise shall not operate as or be construed to be a waiver of any subsequent breach or violation.

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

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

SECTION 13. PUBLICATION EFFECTIVE DATE; ACCEPTANCE AND EXHIBITS

1. Publication: Effective Date. This Franchise shall be published in accordance with applicable local and Minnesota law. The Effective Date of this Franchise shall be the date of acceptance by Grantee in accordance with the provisions of Section.

2. Acceptance.

a. Grantee shall accept this Franchise within sixty (60) of its enactment by the City Council, unless the time for acceptance is extended by City. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes provided, however, this Franchise shall not be effective until all City ordinance adoption procedures are complied with and all applicable timelines have run for the adoption

of a City ordinance. In the event acceptance does not take place, or should all ordinance adoption procedures and timelines not be completed, this Franchise and any and all rights granted hereunder to Grantee shall be null and void.

b. Upon acceptance of this Franchise, Grantee and City shall be bound by all the terms and conditions contained herein.

c. Grantee shall accept this Franchise in the following manner:

- i. This Franchise will be properly executed and acknowledged by Grantee and delivered to City or its designee.
- ii. With its acceptance, Grantee shall also deliver any performance bond, letter of credit and insurance certificates required herein that are due but have not previously been delivered.

EXHIBIT A

PEG access channels dedicated to Maplewood

- 14 – Maplewood Access 8057 – TBD
- 15 – Maplewood Access
- 16 – Maplewood Government Access (originates City Hall)
- 18 – Maplewood Access
- 19 – Maplewood Access
- 20 – ISD 622 Educational Access (narrowcast North St. Paul, Maplewood, Oakdale, Lake Elmo)
- 95 – Maplewood Access
- 98 – Maplewood Access 801 - Maplewood Access (HD simulcast)

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

Councilmember Abrams moved to approve the summary of the Franchise Ordinance enfranchising CenturyLink to provide Cable Communication Services in the City of Maplewood.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

I. UNFINISHED BUSINESS

None

J. NEW BUSINESS

1. Consider Approval of the Senior Task Force Report

City Manager Coleman gave the staff report and answered questions of the council.

Senior Task Force Members Karla Sand, Russell Susag and Loretta Novak addressed the council to give additional information.

Councilmember Abrams moved to approve the Senior Task Force Report.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

2. Consider Approval of Penalties for Alcohol Compliance Failures

Citizen Services Director/City Clerk Haag gave the staff report and answered questions of the council. Police Chief Schnell answered additional questions of the council.

Councilmember Abrams moved to approve the compliance failure penalties as indicated below:

<u>ORGANIZATION NAME</u>	<u>AMOUNT</u>
A1 Liquor, 19 Century Avenue S	\$ 500
Bleachers Bar & Grill, 2220 White Bear Avenue	\$ 1,000
Jake's City Grill, 1745 Beam Avenue	\$ 500
Noodles and Company, 2865 White Bear Avenue	\$ 500
Noodles and Company, 2865 White Bear Avenue	\$ 1,000
Tiki Hut, 1820 Rice Street	\$ 500

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

3. Beebe Road Street Improvements, Project 13-10

- a. Consider Approval of Resolution Approving Plans and Specifications and Advertising for Bids**
- b. Consider Approval of Resolution Ordering Preparation of Assessment Roll**

City Engineer/Deputy Public Works Director Love gave the staff report.

Councilmember Abrams moved to approve the Resolution for Plans and Specifications and Advertising for Bids for the Beebe Road Street Improvements, City Project 13-10.

Resolution 16-02-1313
Approving Plans
Advertising for Bids

WHEREAS, pursuant to resolution passed by the City Council on November 9, 2015 plans and specifications for the Beebe Road Street Improvements, City Project 13-10, have been prepared by (or under the direction of) the City Engineer, who has presented such plans and specifications to the council for approval,

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

1. Such plans and specifications, a copy of which are attached hereto and made a part hereof, are hereby approved and ordered placed on file in the office of the City Engineer.

2. The City Clerk or office of the City Engineer shall prepare and cause to be inserted into the official paper and Finance and Commerce an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published twice, at least twenty-one days before the date set for bid opening, shall specify the work to be done, shall state that bids will be publicly opened and considered by the council at 2:00 p.m. on the 2nd day of March, 2016, at city hall and that no bids shall be considered unless sealed and filed with the clerk and accompanied by a certified check or bid bond, payable to the City of Maplewood, Minnesota for five percent of the amount of such bid.

3. The City Clerk and City Engineer are hereby authorized and instructed to receive, open, and read aloud bids received at the time and place herein noted, and to tabulate the bids received. The council will consider the bids, and the award of a contract, at the regular city council meeting of March 14, 2016.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

Councilmember Juenemann moved to approve the Resolution Ordering Preparation of Assessment Roll for the Beebe Road Street Improvements, City Project 13-10.

Resolution 16-02-1314
Ordering Preparation of Assessment Roll

WHEREAS, the City Clerk and City Engineer will receive bids for the Beebe Road Street Improvements, City Project 13-10,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA that the City Clerk and City Engineer shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land abutting on the streets affected, without regard to cash valuation, as provided by law, and they shall file a copy of such proposed assessment in the city office for inspection.

FURTHER, the City Clerk shall, upon completion of such proposed assessment notify the City Council thereof.

Seconded by Councilmember Xiong Ayes – All

The motion passed.

- 4. Lakewood-Sterling Area Street Improvements, Project 15-11**
a. Consider Approval of Resolution Approving Plans and Specifications and Advertising for Bids

b. Consider Approval of Resolution Ordering Preparation of Assessment Roll

City Engineer/Deputy Public Works Director Love gave the staff report and answered questions of the council.

Councilmember Xiong moved to approve the Resolution Approving Plans and Specifications and Advertising for Bids for Lakewood-Sterling Area Street Improvements, Project 15-11.

Resolution 16-02-1315
Approving Plans
Advertising for Bids

WHEREAS, pursuant to resolution passed by the City Council on November 9, 2015 plans and specifications for the Lakewood-Sterling Area Street Improvements, City Project 15-11, have been prepared by (or under the direction of) the City Engineer, who has presented such plans and specifications to the council for approval,

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

1. Such plans and specifications, a copy of which are attached hereto and made a part hereof, are hereby approved and ordered placed on file in the office of the City Engineer.

2. The City Clerk or office of the City Engineer shall prepare and cause to be inserted into the official paper and Finance and Commerce an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published twice, at least twenty-one days before the date set for bid opening, shall specify the work to be done, shall state that bids will be publicly opened and considered by the council at 10:00 a.m. on the 2nd day of March, 2016, at city hall and that no bids shall be considered unless sealed and filed with the clerk and accompanied by a certified check or bid bond, payable to the City of Maplewood, Minnesota for five percent of the amount of such bid.

4. The City Clerk and City Engineer are hereby authorized and instructed to receive, open, and read aloud bids received at the time and place herein noted, and to tabulate the bids received. The council will consider the bids, and the award of a contract, at the regular city council meeting of March 14, 2016.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

Councilmember Xiong moved to approve the Resolution Ordering Preparation of Assessment Roll for Lakewood-Sterling Area Street Improvements, Project 15-11.

Resolution 16-02-1316
Ordering Preparation of Assessment Roll

WHEREAS, the City Clerk and City Engineer will receive bids for the Lakewood-Sterling Area Street Improvements, City Project 15-11,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA that the City Clerk and City Engineer shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land abutting on the streets affected, without regard to cash valuation, as provided by law, and they shall file a copy of such proposed assessment in the city office for inspection.

FURTHER, the City Clerk shall, upon completion of such proposed assessment notify the City Council thereof.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

K. AWARD OF BIDS

None

L. VISITOR PRESENTATIONS – *All presentations have a limit of 3 minutes.*

None

M. ADJOURNMENT

Mayor Slawik adjourned the meeting at 9:22 p.m.