



Council Work Session - 6:30 p.m.
CITY COUNCIL AGENDA
Tuesday, July 23, 2024
7:00 p.m.
Coon Rapids City Center
Council Chambers

Call to Order

Pledge of Allegiance

Roll Call

Adopt Agenda

Proclamations/Presentations

1. Oaths of Office for Police Sergeant and Police Officers

Approval of Minutes of Previous Meeting

2. Approve Minutes of July 9, 2024

Consent Agenda

Public Hearing

Bid Openings and Contract Awards

3. Consider Construction Contract for 2024 Storm Drainage Repairs, Project 24-4

Old Business

4. Consider Adoption of Ordinance 2309 Restricting Parking on Portions on 111th Avenue and Creek Meadow Drive
5. Consider Adoption of Ordinance 2310, an Ordinance Establishing Moratorium on Cannabis Businesses
6. PC 24-10, Consider Adoption of Ordinance 2311, Rezoning 9050 East River Rd NW, Harstad Hills, Inc.
7. PC 24-9, Consider Adoption of Ordinance 2308, Rezoning 10701 Butternut St NW, September Son Architecture, LLC

New Business

8. Approve Agreement with Anoka-Ramsey Community College for Security Contract
9. PC 24-11, Consider Preliminary Plat for Cardinal Crest, 9050 East River Rd NW, Harstad Hills, Inc.
10. Consider Introduction of Ordinance for Comcast Cable Television Franchise Agreement and Order Public Hearing

Open Mic/Public Comment

Reports on Previous Open Mic

Other Business

Adjourn



City Council Regular

1.

Meeting Date: 07/23/2024

Subject: Oaths of Office for Police Sergeant and Police Officers

Submitted For: Bill Steiner, Chief of Police

From: Cindy Hintze, Police Systems Administrator

INTRODUCTION

Tyler Sinclair was recently promoted to Police Sergeant. Cory Lindholm and Kamaludin Ali are new police officers serving the citizens of Coon Rapids. Mayor Koch is asked to administer the Oaths of Office to Sergeant Sinclair and Officers Lindholm and Ali.

DISCUSSION

The new sergeant and officers will be introduced to the community. They will be "pinned" with their permanent badges. Mayor Koch will administer the Oaths of Office.

RECOMMENDATION

Mayor Koch will administer the Oaths of Office to Sergeant Tyler Sinclair, Officer Cory Lindholm, and Officer Kamaludin Ali.

Attachments

Sergeant Sinclair
Officer Lindholm
Officer Ali



OATH OF OFFICE

STATE OF MINNESOTA)
COUNTY OF ANOKA) ss
CITY OF COON RAPIDS)

I, Tyler Sinclair, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Minnesota, and discharge faithfully the duties of a Police Sergeant for the City of Coon Rapids in the County of Anoka and State of Minnesota, to the best of my judgment and ability.

Tyler J. Sinclair

WITNESSED:

Jerry Koch, Mayor

Filed this 23rd day of July, 2024.



OATH OF OFFICE

STATE OF MINNESOTA)
COUNTY OF ANOKA) ss
CITY OF COON RAPIDS)

I, Cory Lindholm, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Minnesota, and discharge faithfully the duties of a Police Officer for the City of Coon Rapids in the County of Anoka and State of Minnesota, to the best of my judgment and ability.

Cory M. Lindholm

WITNESSED:

Jerry Koch, Mayor

Filed this 23rd day of July, 2024.



OATH OF OFFICE

STATE OF MINNESOTA)
COUNTY OF ANOKA) ss
CITY OF COON RAPIDS)

I, Kamaludin Ali, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Minnesota, and discharge faithfully the duties of a Police Officer for the City of Coon Rapids in the County of Anoka and State of Minnesota, to the best of my judgment and ability.

Kamaludin O. Ali

WITNESSED:

Jerry Koch, Mayor

Filed this 23rd day of July, 2024.



City Council Regular

2.

Meeting Date: 07/23/2024

Subject: Approve Minutes of July 9, 2024

From: Joan Lenzmeier, City Clerk

INTRODUCTION

DISCUSSION

RECOMMENDATION

Attachments

July 9, 2024

UNAPPROVED

COON RAPIDS CITY COUNCIL MEETING MINUTES OF JULY 9, 2024

CALL TO ORDER

The first regular meeting of the Coon Rapids City Council for the month of July was called to order by Mayor Jerry Koch at 7:00 p.m. on Tuesday, July 9, 2024, in the Council Chambers.

PLEDGE OF ALLEGIANCE TO THE FLAG

Mayor Koch led the Council in the Pledge of Allegiance.

ROLL CALL

Members Present: Mayor Jerry Koch, Councilmembers Brad Greskowiak, Sean Novack, Jennifer Geisler, Brian Armstrong, and Pat Carlson

Members Absent: Kari Rehrauer

ADOPT AGENDA

MOTION BY COUNCILMEMBER CARLSON, SECONDED BY COUNCILMEMBER GEISLER, TO ADOPT THE AGENDA AS PRESENTED. THE MOTION PASSED UNANIMOUSLY.

PROCLAMATIONS/PRESENTATIONS

None.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

1. JUNE 18, 2024, COUNCIL MEETING

MOTION BY COUNCILMEMBER GRESKOWIAK, SECONDED BY COUNCILMEMBER NOVACK, FOR APPROVAL OF THE MINUTES OF THE JUNE 18, 2024, COUNCIL MEETING. THE MOTION PASSED UNANIMOUSLY.

CONSENT AGENDA/INFORMATIONAL BUSINESS

2. APPROVE FINAL PAYMENTS (GROUP 2) FOR PROJECT 21-65, FIRE STATION #3

UNAPPROVED

3. APPROVE FINAL PAYMENT TO BITUMINOUS ROADWAYS, INC. FOR PROJECT 23-1, STREET RECONSTRUCTION
 4. APPROVE FINAL PAYMENT TO ASLAKSON'S SERVICES INC. FOR PROJECT 23-4, MISCELLANEOUS TRAIL RECONSTRUCTION
 5. APPROVE FINAL PAYMENT TO MEYER CONTRACTING INC. FOR PROJECT 23-10, NORTHDALÉ BOULEVARD WATERMAIN REPLACEMENT
 6. APPROVE FINAL PAYMENT TO FERGUSON WATERWORKS FOR PROJECT 21-22, WATER METER REPLACEMENT PROJECT
 7. ADOPT RESOLUTION 24-74, ACCEPTING DONATIONS AND BUSINESS SPONSORSHIPS
 8. ADOPT RESOLUTION 24-71 TO ACCEPT GRANT FUNDS FROM THE METROPOLITAN COUNCIL'S WATER EFFICIENCY GRANT PROGRAM
 9. ADOPT RESOLUTION 24-75 ESTABLISHING CITY MANAGER'S SALARY; CLOSED MEETING SUMMARY
 10. APPROVE COOPERATIVE AGREEMENT FOR PUBLIC SAFETY AND SECURITY FOR THE 2024 3M OPEN
-

MOTION BY COUNCILMEMBER GEISLER, SECONDED BY COUNCILMEMBER ARMSTRONG, FOR APPROVAL OF THE CONSENT AGENDA AS PRESENTED.

Councilmember Geisler pointed out the donations and sponsorships are a reflection of the Coon Rapids community. She thanked the donors for their participation. She added the City Manager does a really good job. Mayor Koch noted his agreement.

Mayor Koch pointed out the Metropolitan Council will be offering discounted devices on their website, referring to Consent Agenda Item 8. Adopt Resolution 24-71 to Accept Grant Funds from the Metropolitan Council's Water Efficiency Grant Program.

Councilmember Greskowiak asked if any of the contractors for Consent Agenda Item 2. Approve Final Payments (Group 2) for Project 21-65, Fire Station #3 are for concrete. Public Works Director Tim Himmer confirmed none of the contractors are for concrete.

Councilmember Greskowiak asked if all of the water mains in the City have been replaced. Mr. Himmer stated 15,000 have been replaced. There are still warranties on newer mains, so only the older ones were replaced.

THE MOTION PASSED UNANIMOUSLY.

PUBLIC HEARING

11. HOLD PUBLIC HEARING FOR GRANT APPLICATION FOR THE US DEPARTMENT OF JUSTICE AND CONSIDER MOU WITH ANOKA COUNTY
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The Staff report was shared with Council.

Mayor Koch opened and closed the public hearing at 7:17 p.m. since no one appeared to address the Council.

MOTION BY COUNCILMEMBER CARLSON, SECONDED BY COUNCILMEMBER ARMSTRONG, TO APPROVE ENTERING INTO AN MOU WITH ANOKA COUNTY AND THE GRANT FROM THE U.S DEPARTMENT OF JUSTICE. THE MOTION PASSED UNANIMOUSLY.

12. CONDUCT PUBLIC HEARING AND CONSIDER APPROVAL OF NON-DOMESTIC ANIMAL EXHIBITION PERMIT TO LITTLE BLUES TRAVELING ZOO

The Staff report was shared with Council.

Mayor Koch opened and closed the public hearing at 7:20 p.m. since no one appeared to address the Council.

MOTION BY COUNCILMEMBER GEISLER, SECONDED BY COUNCILMEMBER NOVACK, TO APPROVE A NON-DOMESTIC ANIMAL EXHIBITION PERMIT TO LITTLE BLUES TRAVELING ZOO AT THE TOUCH A TRUCK EVENT LOCATED AT RIVERDALE VILLAGE, 12701 RIVERDALE BLVD ON JULY 13, 2024. THE MOTION PASSED UNANIMOUSLY.

Councilmember Geisler asked if the City is involved in the Touch a Truck event. City Manager Matt Stemwedel stated the Police Department and Fire Department usually provide vehicles for the event.

Councilmember Greskowiak pointed out Riverdale Village puts on great events for the community, and they are a great partner for the City.

Councilmember Carlson noted there will be a helicopter, lift truck, ambulance, garbage truck, snow plow, police car, and fire truck at the event.

BID OPENINGS AND CONTRACT AWARDS

13. CONSIDER RESOLUTION NO. 24-54(9) AWARDING CONTRACT FOR SOCCER COMPLEX FIELD LIGHTING MATERIALS

The Staff report was shared with Council.

Councilmember Greskowiak noted his appreciation of the warranty period. He asked if the bid takes into account rebates for the lighting component. Mr. Himmer explained it is not included in the bid. However, the contract requires the builder apply for the rebates afterward. It should be around \$8,000 or \$9,000.

MOTION BY COUNCILMEMBER NOVACK, SECONDED BY COUNCILMEMBER GRESKOWIAK TO ADOPT RESOLUTION NO. 24-54(9) AWARDED CONTRACT TO MUSCO SPORTS LIGHTING, LLC FOR SOCCER COMPLEX FIELD LIGHTING MATERIALS IN THE AMOUNT OF \$569,000. THE MOTION PASSED UNANIMOUSLY.

OLD BUSINESS

14. CONSIDER ADOPTION OF ORDINANCE 2307, RESOLUTIONS, AND CONTRACT AMENDMENT, LOCAL HOUSING TRUST FUND

MOTION BY COUNCILMEMBER GEISLER, SECONDED BY COUNCILMEMBER NOVACK, TO ADOPT ORDINANCE 2307 ESTABLISHING A LOCAL HOUSING TRUST FUND AND AMENDING CITY CODE BY ADDING CHAPTER 2-1300, LOCAL HOUSING TRUST FUND. THE MOTION PASSED UNANIMOUSLY.

MOTION BY COUNCILMEMBER GEISLER, SECONDED BY COUNCILMEMBER CARLSON, TO ADOPT RESOLUTION 24-72 ALLOCATING FUNDS TO THE LOCAL HOUSING TRUST FUND, ADOPT RESOLUTION 24-73 AMENDING THE 2024 BUDGET FOR HOME IMPROVEMENT PROGRAMS, AND ADOPT THE 15TH AMENDMENT TO THE SERVICE CONTRACT WITH THE CENTER FOR ENERGY AND ENVIRONMENT FOR ADMINISTRATION OF HOUSING PROGRAMS.

Councilmember Greskowiak pointed out a lot of work went into the item. There was immense collaboration between Staff and Council.

Councilmember Geisler explained the item is a new offering by the State and allows the City more flexibility for money usage. Coon Rapids' housing programs will remain the same.

THE MOTION PASSED UNANIMOUSLY.

15. PLANNING CASE 24-8, CONSIDER SITE PLAN & DIMENSIONAL AND DESIGN FLEXIBILITY, BUILDING ADDITION, 360 COON RAPIDS BLVD NW, BRICKWOL SERVICES

The Staff report was shared with Council.

Councilmember Geisler asked if the trees shown in the elevation included in the Site Plan. City Planner Max Pattsner confirmed that is correct.

Mayor Koch thanked Staff for making the changes to improve the exterior of the building. Councilmember Geisler noted her agreement.

MOTION BY COUNCILMEMBER GEISLER, SECONDED BY COUNCILMEMBER

GRESKOWIAK, IN PLANNING CASE 24-8, TO APPROVE THE PROPOSED SITE PLAN WITH THE FOLLOWING CONDITIONS:

1. ALL ENGINEERING COMMENTS BE ADDRESSED.
2. ALL SUSTAINABILITY COMMENTS BE CONSIDERED.
3. THE THREE PARCELS CONSTITUTING THE SUBJECT PROPERTY BE COMBINED INTO ONE PARCEL.
4. ALL EXISTING DRAINAGE AND UTILITY EASEMENTS BE VACATED BY THE CITY AND NEW DRAINAGE AND UTILITY EASEMENTS BE DEDICATED BY THE APPLICANT AS DETERMINED BY THE CITY.
5. ALL REQUIRED LOT COMBINATIONS AND EASEMENT VACATIONS/DEDICATIONS BE APPROVED AND ENACTED BEFORE BUILDING PERMITS CAN BE RELEASED.
6. THE LIGHTING PLAN BE UPDATED TO SHOW ONE FOOT CANDLE OF LIGHTING OVER THE ENTIRETY OF THE PARKING AND PEDESTRIAN AREAS OF THE SITE, TO THE EXTENT PRACTICAL.
7. THE LANDSCAPE PLAN BE UPDATED TO SHOW A TOTAL OF AT LEAST 16 EVERGREEN TREES AND 32 ORNAMENTAL TREES, TO MEET LANDSCAPING REQUIREMENTS.
8. ANY DUMPSTERS OR TRASH STORAGE AREAS BE ENCLOSED ON THREE SIDES BY A STRUCTURE OF SIMILAR MATERIALS TO THE BUILDING, WITH THE FOURTH SIDE CONSISTING OF A GATE THAT CAN BE CLOSED AND LOCKED.
9. A BIKE RACK BE INCLUDED ON THE SITE.
10. THE APPLICANT ENTER INTO A SITE SECURITY AGREEMENT WITH THE CITY.
11. ALL SIGNAGE IS SUBJECT TO SEPARATE SIGN PERMITS.
12. A CROSS-ACCESS EASEMENT BE RECORDED IF ONE DOES NOT ALREADY EXIST ESTABLISHING THE RIGHT OF THE OWNER OF THE SUBJECT PROPERTY TO ACCESS THE PROPERTY FROM COON RAPIDS BOULEVARD VIA THE ADJACENT PROPERTY TO THE NORTHWEST.

Councilmember Carlson thanked the business for choosing to expand in Coon Rapids.

THE MOTION PASSED UNANIMOUSLY.

MOTION BY COUNCILMEMBER GEISLER, SECONDED BY COUNCILMEMBER CARLSON, IN PLANNING CASE 24-8, TO APPROVE DIMENSIONAL FLEXIBILITY FOR FLOOR AREA RATIO AND FOR TOTAL NONRESIDENTIAL FLOOR AREA, AND OF DESIGN FLEXIBILITY FOR EXTERIOR BUILDING MATERIALS, FINDING THE MODIFICATIONS ARE NECESSARY TO RESPOND TO SITE CONDITIONS, RESULT IN BETTER INTEGRATION OF USES OR ADDITIONAL PUBLIC AMENITIES AND FURTHER THE INTENT OF THE PORT DISTRICT.

THE MOTION PASSED UNANIMOUSLY.

NEW BUSINESS

16. PLANNING CASE 24-10, CONSIDER INTRODUCTION OF AN ORDINANCE REZONING 9050 EAST RIVER RD NW, HARSTAD HILLS, LLC

The Staff report was shared with Council.

Mayor Koch asked if the current plan still bumps up against Adams Elementary. Mr. Himmer stated it does not.

Councilmember Geisler pointed out the difference in zoning is purely lot setbacks. The density remains the same.

Mayor Koch noted the Council's job is supporting orderly development, and the application looks orderly. Councilmember Carlson agreed the project looks excellent.

THE COUNCIL CONSIDERED PLANNING CASE 24-10, CONSIDER INTRODUCTION OF AN ORDINANCE REZONING 9050 EAST RIVER RD NW, HARSTAD HILLS, LLC AS INTRODUCED.

Martin Harstad, developer on the project, pointed out the business is called Harstad Hills Inc. It is a family business, and they look forward to building walkout properties

17. CONSIDER INTRODUCTION OF AN ORDINANCE TO REPEAL ORDINANCE 1424 AND ESTABLISH PARKING LIMITS ON PORTIONS OF 111TH AVENUE/CREEK MEADOW DRIVE

The Staff report was shared with Council.

Councilmember Greskowiak asked if the parking restrictions are removed, could the City receive money from the State. Mr. Himmer stated it is already a State aid road due to the width of the road.

Councilmember Geisler requested there be at least one slide of a presentation for the next meeting to show the audience an image of the area.

THE COUNCIL CONSIDERED THE ORDINANCE TO REPEAL ORDINANCE 1424 AND ESTABLISH PARKING LIMITS ON PORTIONS OF 111TH AVENUE/CREEK MEADOW DRIVE AS INTRODUCED.

18. CONSIDER INTRODUCTION OF AN ORDINANCE ESTABLISHING MORATORIUM ON CANNABIS BUSINESSES

The Staff report was shared with Council.

MMOTION BY COUNCILMEMBER CARLSON, SECONDED BY GRESKOWIAK, TO ORDER A PUBLIC HEARING ON AN ORDINANCE ESTABLISHING MORATORIUM ON CANNABIS BUSINESSES BE HELD ON JULY 23, 2024. THE MOTION PASSED UNANIMOUSLY.

19. CONSIDER APPOINTMENT OF ELECTION JUDGES AND APPROVE SALARIES

The Staff report was shared with Council.

Mayor Koch asked if the salaries are competitive with surrounding areas. City Clerk Joan Lenzmeier stated the \$15.00 per hour is competitive and the \$12.00 per hour is slightly lower.

Councilmember Geisler asked if the salaries are for the Primary Election or the General Election. City Clerk Lenzmeier explained the motion is for the Primary Election. She will return to the Council closer to the General Election.

Councilmember Geisler asked if Coon Rapids has enough Election Judges. City Clerk Lenzmeier stated she would accept applications if anyone is interested in serving but is basically fully staffed. Also, they would love to see more students involved in the process. She thanked the Judges for their service to the City.

Councilmember Greskowiak asked what the process is should one of the Election Judges back out on their role. City Clerk Lenzmeier explained that as soon as someone knows they cannot serve they should notify her as it may impact party balance at that polling location.

Councilmember Novack asked what a Student Election Judge is. City Clerk Lenzmeier stated a Student Election Judge is a 16- or 17-year-old that serves with permission from their parent and school to miss classes on Election Day. Once someone turns 18, they must identify their party affiliation or attest that they are unaffiliated.

MOTION BY COUNCILMEMBER GEISLER, SECONDED BY COUNCILMEMBER CARLSON, TO APPROVE APPOINTMENT OF ELECTION JUDGES AS OUTLINED ON THE ATTACHED LIST, AUTHORIZE THE CITY CLERK TO APPOINT AND ASSIGN ELECTION JUDGES DURING THE 25 DAYS PRECEDING THE ELECTION IF SUBSTITUTIONS ARE NECESSARY, AND APPROVE HOURLY SALARY FOR ELECTION JUDGES AT \$12.00 PER HOUR; ASSISTANT HEAD JUDGES AT \$13.00 PER HOUR; HEAD JUDGES AT \$15.00 PER HOUR; AND STUDENT JUDGES AT \$12.00 PER HOUR. THE MOTION PASSED UNANIMOUSLY.

No one wished to address the Council.

REPORTS ON PREVIOUS OPEN MIC

None.

OTHER BUSINESS

Councilmember Geisler stated the Summer Concert Series is still ongoing, and there is a weekly Farmer's Market at the Ice Arena.

Councilmember Novack pointed out his Class of 1989 will be hosting its 35th Reunion.

Councilmember Carlson noted there will be a Neighborhood Meeting at Woodview Park on July 16, 2024.

Councilmember Geisler stated a portion of 85th Avenue will be closed for construction to add a roundabout. Also, the Touch a Truck event will be July 13, 2024.

Mayor Koch added the Fourth of July event was a success. He thanked the various community groups that put on and supported the event.

ADJOURN

MOTION BY COUNCILMEMBER CARLSON, SECONDED BY COUNCILMEMBER NOVACK, TO ADJOURN THE MEETING AT 7:59 P.M. THE MOTION PASSED UNANIMOUSLY.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

3.

Meeting Date: 07/23/2024

Subject: Consider Construction Contract for 2024 Storm Drainage Repairs, Project 24-4

Submitted For: Tim Himmer, Public Works Director

From: Sarah Greene, Administrative Support Lead - PW

INTRODUCTION

Staff requests City Council approval of a Construction Contract with New Look Contracting for storm drainage repairs adjacent to Moor Park.

DISCUSSION

Per the City's purchasing policy, staff solicited quotes from contractors to complete storm drainage repairs across Magnolia Street, adjacent to Moor Park. Project 24-4 includes replacement of an existing poor condition 36" concrete pipe culvert on the Moor Park ditch outlet below Magnolia Street with an equal size and type of culvert pipe. The existing culvert caused a large sinkhole on Magnolia Street during the fall of 2023 which was repaired temporarily until plans for a permanent culvert replacement could be developed.

The following two quotes were received:

CONTRACTOR	QUOTE
New Look Contracting	\$112,815
Dave Perkins Contracting Inc.	\$113,676

New Look has successfully performed similar work for the City numerous times. The City's standard Construction Contract outlines the project scope, materials, and estimated costs that fall within the approved budget. Pending award of contract, work will take place in August and be completed by August 30, 2024.

RECOMMENDATION

Staff recommends the City Council approve the Construction Contract with New Look Contracting for storm drainage repairs, and authorize staff to execute the agreement.

BUDGET IMPACT:

Funding for the project is included in the Storm Water Utility Fund of the approved 2024 budget.

Attachments

Project Location
Contract



1 in = 188 ft



**AGREEMENT FOR CONTRACT SERVICES
City of Coon Rapids**

This Agreement ("Agreement") is made on the 23rd day of July, 2024, between the City of Coon Rapids, Minnesota (hereinafter "City"), whose business address is 11155 Robinson Drive NW, Coon Rapids, MN 55433, and NEW LOOK CONTRACTING (hereinafter called "Contractor") whose business address is 14045 NORTHDAL BLVD, ROGERS, MN 55374.

Preliminary Statement

The City has adopted a policy regarding the selection and hiring of contractors to provide a variety of services for City projects. That policy requires that persons, firms or corporations providing such services enter into written agreements with the City. The purpose of this Agreement is to set forth the terms and conditions for the provision of services by Contractor for 24-4 STORM DRAINAGE REPAIRS, hereinafter referred to as the "Work".

The City and Contractor agree as follows:

1. **Scope of Work.** The Contractor agrees to provide, perform and complete all the provisions of the Work in accordance with attached Exhibit A. Any general or specific conditions, terms, agreements, consultant or industry proposal, or contract terms attached to or a part of Exhibit A are declined in full and, accordingly, are deleted and shall not be in effect in any manner.
2. **Effective Date and Term of Agreement.** This Agreement shall become effective as of July 23rd, 2024. **The work shall be completed as set forth in Exhibit A OR by the agreed upon date of December 1st, 2024.**
3. **Obligations of Contractor.** Contractor shall conform to the following obligations:
 - a. Contractor shall provide the materials and services as set forth in Exhibit A.
 - b. Contractor and its employees will park in service areas or lots and use entries and exits as designated by City. Contractor's personnel will contact the appropriate person (i.e. receptionist, maintenance personnel, security, etc.) immediately upon entering the building, and will sign in and out if required by City.
 - c. Care, coordination and communication by Contractor is imperative so that guests and employees in the buildings are not disturbed or inconvenienced during the performance of the contracted services.

- d. Contractor's personnel must be neat appearing, wear a uniform and badge that clearly identifies them as a service contractor, and abide by City's no smoking policies.
 - e. Contractor must honor the City's request to reassign an employee for cause. Cause may include performance below acceptable standards or failure to present the necessary image or attitude, in the judgment of the owner, to present a first class operation.
 - f. When necessary, Contractor's personnel will be provided with keys or access cards in order to perform their work. Any lost keys or cards that result in rekeying a space or other cost to the City will be billed back to the Contractor.
4. **City's Obligations.** City will do or provide to Contractor the following:
- a. Provide access to City properties as appropriate.
 - b. Provide restroom facilities as appropriate.
5. **Compensation for Services.** City agrees to pay the Contractor for the labor, materials and services rendered pursuant to this Agreement and as described in Contractor's proposal.
- a. Any changes in the scope of the work which may result in an increase to the compensation due the Contractor shall require prior written approval by an authorized representative of the City or by the City Council. The City will not pay additional compensation for services that do not have prior written authorization.
 - b. If Contractor is delayed in performance due to any cause beyond its reasonable control, including but not limited to strikes, riots, fires, acts of God, governmental actions, actions of a third party, or actions or inactions of City, the time for performance shall be extended by a period of time lost by reason of the delay. Contractor will be entitled to payment for its reasonable additional charges, if any, due to the delay.
6. **Method of Payment.**
- a. Contractor shall prepare and submit to City, on a monthly basis, itemized invoices setting forth work performed under this Agreement. Invoices submitted shall be paid in the same manner as other claims made to the City.
 - b. No fuel surcharges or surcharges of any kind will be accepted nor will they be paid.
7. **Project Manager.** The Contractor shall designate a Project Manager and notify the City in writing of the identity of the Project Manager before starting work on the Project. The Project Manager shall be assisted by other staff members as necessary to facilitate the completion of the Work in accordance with the terms established herein. Contractor may not remove or replace the Project Manager without the approval of the City.

8. **Standard of Care.** Contractor shall exercise the same degree of care, skill and diligence in the performance of its services as is ordinarily exercised by members of the profession under similar circumstances in Anoka County, Minnesota. Contractor shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by Contractor's breach of this standard of care. Contractor shall put forth reasonable efforts to complete its duties in a timely manner. Contractor shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Agreement. Contractor shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.

9. **Insurance.**

- a. General Liability. Prior to starting the Work, Contractor shall procure, maintain and pay for such insurance as will protect against claims or loss which may arise out of operations by Contractor or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or required by law.
- b. Contractor shall procure and maintain the following minimum insurance coverages and limits of liability for the Work:

Worker's Compensation	Statutory Limits
Employer's Liability	\$500,000 each accident \$500,000 disease policy limit \$500,000 disease each employee
Commercial General Liability	\$1,000,000 property damage and bodily injury per occurrence \$2,000,000 general aggregate \$2,000,000 Products – Completed Operations Aggregate \$100,000 fire legal liability each occurrence \$5,000 medical expense
Comprehensive Automobile Liability	\$1,000,000 combined single limit each accident (shall include coverage for all owned, hired and non-owned vehicles.)
Umbrella or Excess Liability	\$1,000,000

- c. Commercial General Liability. The Commercial General Liability Policy shall be on ISO form CG 00 01 12 07 or CG 00 01 04 13, or the equivalent. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.
- d. Contractor shall maintain "stop gap" coverage if Contractor obtains Workers' Compensation coverage from any state fund if Employer's liability coverage is not available.
- e. All policies, except the Worker's Compensation Policy, shall name the "City of Coon Rapids" as an additional insured.
- f. **All policies**, except the Worker's Compensation Policy, Automobile Policy, and Professional Liability Policy, shall name the **"City of Coon Rapids" as an additional insured** including products and completed operations.
- g. All policies shall contain a waiver of subrogation in favor of the City.
- h. All General Liability policies, Automobile Liability policies, and Umbrella policies shall contain a waiver of subrogation in favor of the City.
- i. All policies, except the Worker's Compensation Policy, shall insure the defense and indemnity obligations assumed by Contractor under this Agreement.
- j. Contractor agrees to maintain all coverage required herein throughout the term of the Agreement and for a minimum of two (2) years following City's written acceptance of the Work.
- k. It shall be Contractor's responsibility to pay any retention or deductible for the coverages required herein.
- l. All policies shall contain a provision or endorsement that coverages afforded thereunder shall not be cancelled or non-renewed or restrictive modifications added, without thirty (30) days' prior notice to the City, except that if the cancellation or non-renewal is due to non-payment, the coverages may not be terminated or non-renewed without ten (10) days' prior notice to the City.
- m. Contractor shall maintain in effect all insurance coverages required under this Paragraph at Contractor's sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless specifically accepted by City in writing.

- n. **A copy of the Contractor's Certificate of Insurance which evidences the compliance with this Paragraph, must be filed with City prior to the start of Contractor's Work.**

Upon request a copy of the Contractor's insurance declaration page, Rider and/or Endorsement, as applicable shall be provided. Such documents evidencing Insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Contractor has complied with all insurance requirements. Renewal certificates shall be provided to City prior to the expiration date of any of the required policies. City will not be obligated, however, to review such Certificate of Insurance, declaration page, Rider, Endorsement or certificates or other evidence of insurance, or to advise Contractor of any deficiencies in such documents and receipt thereof shall not relieve Contractor from, nor be deemed a waiver of, City's right to enforce the terms of Contractor's obligations hereunder. City reserves the right to examine any policy provided for under this paragraph.

- o. **Effect of Contractor's Failure to Provide Insurance.** If Contractor fails to provide the specified insurance, then Contractor will defend, indemnify and hold harmless the City, the City's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to the City (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of Contractor, its subcontractors, agents, employees or delegates. Contractor agrees that this indemnity shall be construed and applied in favor of indemnification. Contractor also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

If a claim arises within the scope of the stated indemnity, the City may require Contractor to:

- i. Furnish and pay for a surety bond, satisfactory to the City, guaranteeing performance of the indemnity obligation; or
- ii. Furnish a written acceptance of tender of defense and indemnity from Contractor's insurance company.

Contractor will take the action required by the City within fifteen (15) days of receiving notice from the City.

10. **Indemnification.** Contractor will defend and indemnify City, its officers, agents, and employees and hold them harmless from and against all judgments, claims, damages, costs

and expenses, including a reasonable amount as and for its attorney's fees paid, incurred or for which it may be liable resulting from any breach of this Agreement by Contractor, its agents, contractors and employees, or any negligent or intentional act or omission performed, taken or not performed or taken by Contractor, its agents, contractors and employees, relative to this Agreement. City will indemnify and hold Contractor harmless from and against any loss for injuries or damages arising out of the negligent acts of the City, its officers, agents or employees.

11. **Warranty.** The Contractor expressly warrants and guarantees to the City that all Work performed and all materials furnished shall be in accord with the Agreement and shall be free from defects in materials, workmanship, and operation which appear within a period of one year, or within such longer period as may be prescribed by law or in the terms of the Agreement, from the date of City's written acceptance of the Work. The City's rights under the Contractor's warranty are not the City's exclusive remedy. The City shall have all other remedies available under this Agreement, at law or in equity.

Should any defects develop in the materials, workmanship or operation of the system within the specified period, upon notice from the City, the Contractor agrees, within ten (10) calendar days after receiving written notice and without expense to the City, to repair, replace and in general to perform all necessary corrective Work with regard to the defective or nonconforming Work or materials to the satisfaction of the City. THE FOREGOING SHALL NOT IN ANY MANNER LIMIT THE CITY'S REMEDY OR THE CONTRACTOR'S LIABILITY TO THOSE DEFECTS APPEARING WITHIN THE WARRANTY PERIOD. The Contractor agrees to perform the Work in a manner and at a time so as to minimize any damages sustained by the City and so as to not interfere with or in any way disrupt the operation of the City or the public.

The corrective Work referred to above shall include without limitation, (a) the cost of removing the defective or nonconforming Work and materials from the site, (b) the cost of correcting all Work of other Contractors destroyed or damaged by defective or nonconforming Work and materials including the cost of removal of such damaged Work and materials from the site, and (c) the cost of correcting all damages to Work of other Contractors caused by the removal of the defective or nonconforming Work or materials.

The Contractor shall post bonds to secure the warranties.

12. **Termination.**

- a. This Agreement may be terminated at any time by either party for breach or non-performance of any provision of this Agreement in accordance with the following. The party ("notifying party") who desires to terminate this Agreement for breach or non-performance of the other party ("notified party") shall give the notified party notice in writing of the notifying party's desire to terminate this Agreement describing the breach or non-performance of this Agreement entitling it to do so. The notified party shall have five (5) days from the date of such notice to cure the breach or non-

performance. Upon failure of the notified party to do so, this Agreement shall automatically terminate.

- b. Upon the termination of this Agreement, whether by expiration of the original or any extended term or terms hereof, or for any other reason, Contractor shall have the right, within a reasonable time after such termination to remove from City's premises any and all of Contractor's equipment and other property. Except for liability resulting from acts or omissions of a party, arising, taken or omitted prior to such termination, the rights and obligations of each party resulting from this Agreement shall cease upon such termination. Any prior liability of a party shall survive termination of this Agreement.
- c. In the event of dissolution, termination of existence, insolvency, appointment of a receiver, assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency law, or the service of any warrant, attachment, levy or similar process involving Contractor, City may, at its option in addition to any other remedy to which City may be entitled, immediately terminate this Agreement by notice to Contractor, in which event, this Agreement shall terminate on the notice becoming effective.

13. **Independent Contractor.** Contractor is an independent contractor engaged by City to perform the services described herein and as such (i) shall employ such persons as it shall deem necessary and appropriate for the performance of its obligations pursuant to this Agreement, who shall be employees, and under the direction, of Contractor and in no respect employees of City, and (ii) shall have no authority to employ persons, or make purchases of equipment on behalf of City, or otherwise bind or obligate City. No statement herein shall be construed so as to find the Contractor an employee of the City.

14. **Mediation.** Each dispute, claim or controversy arising from or related to this agreement shall be subject to mediation as a condition precedent to initiating arbitration or legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No arbitration or legal or equitable action may be instituted for a period of 90 days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in the City of Coon Rapids unless another location is mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

GENERAL TERMS AND CONDITIONS

15. **Assignment.** Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.
16. **Compliance with Laws and Regulations.** In providing services hereunder, the Contractor shall abide by statutes, ordinances, rules, and regulations pertaining to the provisions of services to be provided. Any violation of statutes, ordinances, rules and regulations pertaining to the services to be provided shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
17. **Conflicts.** No salaried officer or employee of the City and no member of the Council of the City shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision renders the Agreement void.
18. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.
19. **Damages.** In the event of a breach of this Agreement by the City, Contractor shall not be entitled to recover punitive, special or consequential damages or damages for loss of business.
20. **Employees.** Contractor agrees not to hire any employee or former employee of City and City agrees not to hire any employee or former employee of Contractor prior to termination of this Agreement and for one (1) year thereafter, without prior written consent of the former employer in each case.
21. **Enforcement.** The Contractor shall reimburse the City for all costs and expenses, including without limitation, attorneys' fees paid or incurred by the City in connection with the enforcement by the City during the term of this Agreement or thereafter of any of the rights or remedies of the City under this Agreement.
22. **Entire Agreement, Construction, Application and Interpretation.** This Agreement is in furtherance of the City's public purpose mission and shall be construed, interpreted, and applied pursuant to and in conformance with the City's public purpose mission. The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.
23. **Governing Law.** This Agreement shall be controlled by the laws of the State of Minnesota.

24. **Non-Discrimination.** During the performance of this Agreement, the Contractor shall not discriminate against any employee or applicants for employment because of race, color, creed, religion, national origin, sex, or marital status, status with regard to public assistance, disability, sexual orientation or age. The Contractor shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Contractor shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work. The Contractor further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.
25. **Notice.** Any notice required or permitted to be given by a party upon the other is given in accordance with this Agreement if it is directed to either party by delivering it personally to an officer of the party, or if mailed in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid, or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed to the address listed on page 1 hereof. Notices shall be deemed effective on the earlier of the date of receipt or the date of mailing or deposit as aforesaid, provided, however, that if notice is given by mail or deposit, that the time for response to any notice by the other party shall commence to run one business day after any such mailing or deposit. A party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, 10 days prior to the effective date of such change.
26. **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
27. **Services Not Provided For.** No claim for services furnished by the Contractor not specifically provided for herein shall be honored by the City.
28. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.
29. **Statutory Provisions.**
- a. **Audit Disclosure.** The books, records, documents and accounting procedures and practices of the Contractor or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement.
 - b. **Data Practices.** Any reports, information, or data in any form given to, or prepared or assembled by the Contractor under this Agreement which the City requests to be kept

confidential, shall not be made available to any individual or organization without the City's prior written approval. This Agreement is subject to the Minnesota Government Data Practice Act, Minnesota Statutes Chapter 13 (Data Practices Act). All government data, as defined in the Data Practices Act Section 13.02, Subd 7, which is created, collected, received, stored, used, maintained, or disseminated by Contractor in performing any of the functions of the City during performance of this Agreement is subject to the requirements of the Data Practice Act and Contractor shall comply with those requirements as if it were a government entity. All subcontracts entered into by Contractor in relation to this Agreement shall contain similar Data Practices Act compliance language.

30. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

Executed as of the day and year first written above.

COON RAPIDS:

By:

Matt Stemwedel, City Manager

Approved as to Form and Content

David Brodie
City Attorney

CONTRACTOR:

NEW LOOK CONTRACTING

By _____

Title _____

EXHIBIT A



New Look Contracting

14045 Northdale Blvd

Rogers, MN 55374

Phone: 763-241-1596

Fax: 763-241-9196

Website: NewLookContracting.net

Quote To:

Coon Rapids

Job Name:

24-4 Storm Drainage Repairs

Job Address:

11121 Magnolia St NW

Date:

6-21-24

NLC Estimator:

Luke Anderson

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	MOBILIZATION	1.00	LS	7,500.00	7,500.00
20	CLEARING	6.00	TR	550.00	3,300.00
30	GRUBBING	6.00	TR	200.00	1,200.00
40	REMOVE CATCH BASIN	6.00	EA	500.00	3,000.00
50	REMOVE CATCH BASIN GRATE CASTING	6.00	EA	250.00	1,500.00
60	SAWING CONCRETE PAVEMENT (FULL DEPTH)	20.00	L F	10.00	200.00
70	SAWING BIT PAVEMENT (FULL DEPTH)	110.00	L F	5.00	550.00
80	REMOVE SEWER PIPE (STORM)	96.00	L F	31.00	2,976.00
90	REMOVE CURB & GUTTER	145.00	L F	8.00	1,160.00
100	REMOVE BITUMINOUS PAVEMENT	207.00	S Y	5.00	1,035.00
110	REMOVE SIDEWALK	200.00	S F	2.00	400.00
120	MINOR GRADING	25.00	RDST	1.00	25.00
130	EXCAVATION - COMMON	300.00	C Y	30.00	9,000.00
140	STREET SWEEPER (WITH PICKUP BROOM)	5.00	HR	1.00	5.00
150	WATER	10.00	MG	1.00	10.00
160	AGGREGATE BASE (LV) CLASS 5	30.00	C Y	70.00	2,100.00
170	CONCRETE PAVEMENT 4"	20.00	S Y	115.00	2,300.00
180	TYPE SP 9.5 WEAR CRS MIX(3,C)3.0" THICK	40.00	S Y	105.00	4,200.00
190	36" RC PIPE APRON	2.00	EA	4,750.00	9,500.00
200	36" RC PIPE CULVERT CLASS IV	84.00	L F	213.00	17,892.00
210	CONNECT TO EXISTING STORM SEWER	2.00	EA	1.00	2.00
220	INSTALL CATCH BASIN	2.00	EA	12,750.00	25,500.00
230	RANDOM RIPRAP CLASS III	20.00	C Y	178.00	3,560.00
240	CONCRETE CURB & GUTTER	145.00	L F	75.00	10,875.00
250	TRAFFIC CONTROL	1.00	LS	1,350.00	1,350.00
260	STORM DRAIN INLET PROTECTION	2.00	EA	225.00	450.00
270	SEDIMENT CONTROL LOG TYPE STRAW	150.00	L F	6.50	975.00
280	ORGANIC TOPSOIL BORROW	15.00	C Y	70.00	1,050.00
290	HYDRAULIC REINFORCED FIBER MATRIX	100.00	LB	12.00	1,200.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
GRAND TOTAL					\$112,815.00

NOTES:

- We do not include any subgrade preparation (other than quoted above).
- All work to be done in 2024.
- No retainage to be held on work completed.
- Standard AGC contract language to prevail on acceptance of this proposal.
- We assume that there is no connect to existings since everything will be removed (Mark Hanson belived it was left in the plans for the water main)
- We assume a full road closure to perform our work. no flagging for traffic control.



City Council Regular

4.

Meeting Date: 07/23/2024

Subject: Consider Adoption of Ordinance 2309 Restricting Parking on Portions on 111th Avenue and Creek Meadow Drive

Submitted For: Mark Hansen, City Engineer

From: Amanda Romano, Administrative Assistant II

INTRODUCTION

Staff requests Council adopt the attached no parking ordinance for 111th Avenue/Creek Meadow Drive.

DISCUSSION

This proposal is based on staff concerns regarding on-street parking for users of the Coon Rapids Soccer Complex. The matter was referred to and investigated by the City's Traffic Review Committee. This item was introduced at the July 9, 2024, City Council meeting.

Council is now asked to adopt a no parking ordinance zone on the south side of 111th Avenue from Hanson Boulevard to Creek Meadow Drive, on the south side of Creek Meadow Drive from 111th Avenue to Robinson Drive, as well as on the north side of 111th Avenue from Hanson Boulevard to approximately 1,700 feet to the east, and on Creek Meadow Drive from Robinson Drive approximately 450 feet to the west.

RECOMMENDATION

Staff recommends Council adopt Ordinance 2309 Restricting Parking on Portions on 111th Avenue and Creek Meadow Drive between Hanson Boulevard and Robinson Drive.

Attachments

Ordinance No. 2309

No Parking Zones

ORDINANCE NO. 2309

AN ORDINANCE REPEALING ORDINANCE 1424, AN ORDINANCE ADOPTED IN 1992 THAT ESTABLISHED A NO PARKING ZONE ON BOTH SIDES OF 111TH AVENUE FROM HANSON BOULEVARD TO CREEK MEADOW DRIVE AND ON BOTH SIDES OF CREEK MEADOW DRIVE FROM 111TH AVENUE TO ROBINSON DRIVE AND ESTABLISHING A PARKING RESTRICTION ON PORTIONS OF 111TH AVENUE AND CREEK MEADOW DRIVE

The City of Coon Rapids does hereby ordain:

Section 1. Ordinance 1424 which established a no parking zone on both sides of 111th Avenue from Hanson Boulevard to Creek Meadow Drive and on both sides of Creek Meadow Drive from 111th Avenue to Robinson Drive is hereby repealed in its entirety.

Section 2. There is hereby established a parking restriction establishing a no parking zone on the south side of 111th Avenue from Hanson Boulevard to Creek Meadow Drive and on south side of Creek Meadow Drive from 111th Avenue to Robinson Drive and on the north side of 111th Avenue from Hanson Boulevard for approximately 1,700 feet to the east and on Creek Meadow Drive from Robinson Drive approximately 450 feet to the west.

Section 3. The Public Works Director is authorized and directed to install appropriate signs to effectuate the purpose of this Ordinance.

Introduced this 9th day of July 2024.

Adopted this _____ day of _____ 2024.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



— No Parking Areas



City Council Regular

5.

Meeting Date: 07/23/2024

Subject: Consider Adoption of Ordinance 2310, an Ordinance Establishing Moratorium on Cannabis Businesses

From: Joan Lenzmeier, City Clerk

INTRODUCTION

Council is asked to adopt Ordinance 2310, An Ordinance Establishing a Moratorium on Cannabis Businesses.

DISCUSSION

As introduced at the July 9, 2024 City Council meeting, staff has proposed this moratorium on cannabis businesses in the City to allow time for the City Council and staff to study next steps and potential regulations related to the 2023 cannabis legislation prior to any licenses being issued by the State.

Cannabis businesses would mean any activity by a business, entity or person for which a license or license pre-approval is required under Minnesota Statutes Chapter 342. The moratorium would not include edible Cannabinoid Product businesses licensed under Coon Rapids City Code 5-3000. Just recently, the Office of Cannabis Management provided a Guide for Local Governments on Cannabis, but staff has not had time to properly review and analyze the information provided.

Due to the fact that the legislative changes made this last session will begin allowing applications for early cultivation of cannabis in July, staff recommends approval of the moratorium ordinance as allowed by Minnesota Statute 342.13 (e) establishing a moratorium until January 1, 2025.

The law that allows the City to establish a moratorium, also requires a public hearing prior to adoption of the Ordinance. Staff recommends that Council conduct the public hearing, take testimony, if any, and adopt Ordinance 2310.

RECOMMENDATION

Adopt Ordinance 2310, An Ordinance Establishing a Moratorium on Cannabis Businesses in the City.

Attachments

Ordinance 2310 Cannabis Moratorium

ORDINANCE NO. 2310

AN ORDINANCE ESTABLISHING A MORATORIUM ON CANNABIS BUSINESSES WITHIN THE CITY OF COON RAPIDS

PREAMBLE

- A. Minnesota Statute 342.13(e), provides that a municipality may adopt an interim ordinance for the purpose of conducting studies regarding the impacts of cannabis businesses to determine whether and what revisions to the City Code or other regulations on the time, place, and manner of cannabis business operations are warranted for the purpose of protecting the planning process and the health, safety, and welfare of its residents.
- B. As originally enacted, Minnesota Statute Chapter 342 generally contemplated that cannabis businesses would not be able to operate until the Office of Cannabis Management (OCM) issued the business a license, and licenses could not be issued until regulations were promulgated and the necessary administrative framework was in place. It was anticipated that model ordinances would be available and that local governments would be able to adopt local regulations based on those models before any cannabis business would be allowed to begin operations. It was only recently that a model ordinance was made available.
- C. During the 2024 legislative session, the Minnesota Legislature enacted Minnesota Laws chapter 121, amending various provisions within Chapter 342, effective May 25, 2024. Included in chapter 121 are provisions that allow the OCM to issue license preapprovals. In addition, a social equity applicant with a license preapproval for certain licenses may grow cannabis plants from seeds or immature plants, if certain requirements are met. One of the requirements is that the social equity applicant is in compliance with local zoning ordinances and state fire and building codes.
- D. Pursuant to Minnesota Statute 342.13(e), the operation of any cannabis business in the City of Coon Rapids is prohibited by this interim ordinance from and after its passage and publication according to law and continuing until January 1, 2025. For the purposes of this ordinance “cannabis business” means any activity by a business, entity or person for which a license or license preapproval is required under Minnesota Statutes Chapter 342.
- E. A need exists to conduct a study so that the City can consider adoption or amendment of reasonable restrictions on the time, place, manner of the operation of cannabis businesses as well the other regulations local units of government may adopt pursuant to state law.
- F. That an interim ordinance is necessary to protect the planning process and health, safety and general welfare of the citizens of the City and there is a need to restrict cannabis businesses until the study has been completed and modifications, if any, are made to the City code including zoning code.

Now, therefore, the City of Coon Rapids does ordain:

Section 1. City of Coon Rapids staff is hereby directed to study the impact of cannabis businesses within the City of Coon Rapids and to study the adoption or amendment of reasonable restrictions on the time, place, manner of the operation of cannabis businesses in the City.

Section 2. From the effective date of this ordinance a moratorium is hereby adopted on cannabis businesses until January 1, 2025.

Section 3. The moratorium is applicable throughout all zoning districts in the City. During the term of this Ordinance no business, entity, or person may establish or operate cannabis business within the City. For the purposes of this ordinance “cannabis business” means any activity by a business, entity or person for which a license or license preapproval is required under Minnesota Statutes Chapter 342. City shall not accept, process, or act on any application, site plan, building permit, zoning request, development applications or other approval including any requested confirmation, certification, approval or other request from Office of Cannabis Management or other governmental entity requesting City review of any application or proposal for a business proposing to engage in the operation of a cannabis businesses or related facilities.

Section 4. The moratorium does apply to (i) the continued operation of a duly established business as part of a medical cannabis program administered by the appropriate agency of the State of Minnesota that was lawfully operating within the City prior to the effective date of this ordinance; or (ii) the sale of Edible Cannabinoid Products licensed under City Code 5-3000, provided, however that nothing in this Ordinance exempts a business, entity, or person from complying with all other requirements and prohibitions of applicable laws and ordinances related to such exceptions.

Section 5. Any person, corporation or other entity that violates this Ordinance is guilty of a misdemeanor and shall be subject to additional legal or equitable remedies available to the City.

Introduced this 9th day of July 2024

Adopted this 23rd day of July 2024

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

6.

Meeting Date: 07/23/2024

Subject: PC 24-10, Consider Adoption of Ordinance 2311, Rezoning 9050 East River Rd NW, Harstad Hills, Inc.

Submitted For: Max Pattsner, Senior Planner

From: Max Pattsner, Senior Planner

INTRODUCTION

In Planning Case 24-10, the applicant is requesting a rezoning of the subject property from Low Density Residential 1 (LDR-1) to Low Density Residential 2 (LDR-2).

DISCUSSION

Planning Commission

A public hearing was held at the Planning Commission meeting on June 20, 2024. Several residents of the neighboring subdivision to the south provided comments, with most of the comments expressing a desire for lower density development rather than density consistent with the LDR-2 zoning district. It should be noted that the adjacent development to the south contains 14 lots at LDR-2 density, and a number of the lots do not meet the lot 135-foot minimum lot depth requirement. All lots in the proposed development meet all dimensional standards in the LDR-2 district. At the meeting, the Planning Commission voted unanimously to recommend approval of the requests for rezoning and preliminary plat.

City Council

On July 9, 2024, the City Council introduced PC 24-10, the ordinance rezoning the subject property from LDR-1 to LDR-2.

Rezoning

In order to accommodate the project, the applicant is requesting a rezoning to Low Density Residential 2 (LDR-2) from Low Density Residential 1 (LDR-1). The subject property has a future land use designation of Low Density Residential, which allows for either of the two LDR zoning designations. Given the fact that the surrounding single-family residential uses are within the LDR-2 zoning district, Staff find that homes at an LDR-2 density would be appropriate for the site.

Due to the width of the subject property from north to south, residential lots meeting LDR-1 standards, which would require a minimum depth of 150 feet, would only be able to be built on one side of an internal street or cul-de-sac. Required street widths would limit this development significantly. Using LDR-2 standards however, which require a minimum lot depth of 135 feet, lots are able to be fit on either side of a central street/cul-de-sac, which allows the property to be developed with a more efficient allocation of space.

Analysis. An application to change the zoning of a property must consider the following (Section 11-304.10):

The effect on public health, safety, order, convenience and general welfare

Staff believes the proposed rezoning does not create any concerns related to the public health, safety, order, convenience or general welfare. The site is currently zoned for residential units on larger lots (a minimum of 15,000 square feet), and is surrounded on two sides by developments with somewhat smaller lots (10,800 square feet at minimum). The addition of 11 more homes at LDR-2 density would not have a deleterious effect on existing single-family neighborhoods or the neighboring elementary school.

The effect on present and potential surrounding land uses

Staff believes the proposed rezoning would be compatible with present and potential land uses. Current land uses include an elementary school to the west, single-family residences to the south and east, and a parcel dedicated to power transmission to the north. The subject parcel is currently mostly wooded and contains a single-family home. Further single-family residential development at LDR-2 density would match the surrounding developments and would not significantly change the character of the area.

Whether the proposal is in conformance with the City's Comprehensive Land Use Plan and any applicable development district

Staff believes there is policy support in the City's 2040 Comprehensive Plan to rezone this parcel from LDR-1 to LDR-2. Both zoning districts are supported by the Low Density Residential land use designation, and the parcel is not adjacent to the Mississippi River or any other waterway or otherwise sensitive natural feature that could be negatively affected by an increase in density.

Additional 2040 Comprehensive Plan policies that apply to this amendment include:

- **Land Use Policy 1-2:** Encourage a balanced housing stock serving all stages of the life cycle in all portions of the city. Allow increased residential densities in appropriate locations along major transportation corridors.
- **Land Use Policy 1-9:** Ensure that infill (residential) development is compatible with the surrounding neighborhood in scale and design.

RECOMMENDATION

In planning case 24-10, City Council is asked to adopt Ordinance 2311 and **approve** the proposed rezoning based on the following findings:

1. The proposed rezoning would not have an adverse impact on the surrounding area.
2. The proposed rezoning is compatible with adjacent land uses and zoning.
3. The proposed rezoning is consistent with future land use guidance and policies of the 2040 Comprehensive Plan.

Attachments

Location Map

Zoning Map

Ordinance No. 2311

Location Map



Prepared by: Planning Division

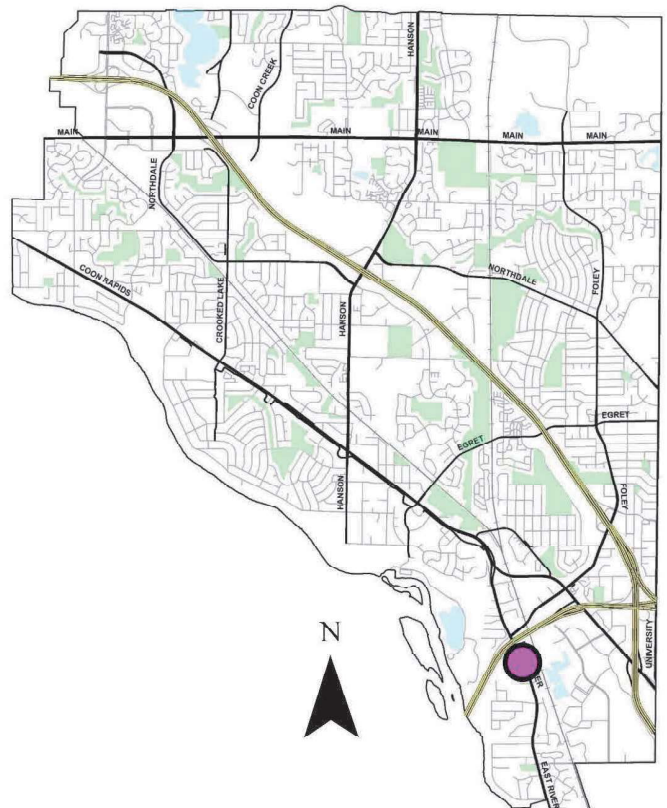
Date Exported: 5/22/2024 10:30 AM

Planning Case: 24-10 & 24-11

Land Use Review: Rezoning & Preliminary Plat

Applicant: Harstad Hills, Inc.

Address or PID: 35-31-24-14-0005



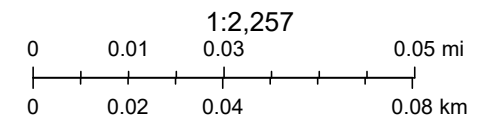
Disclaimer: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located from various sources and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free and the City does not represent that the GIS Data can be used for navigational, tracking or any other purpose requiring exact measurement of distance or direction or precision in the depiction of geographic features. If error or discrepancies are found please contact 763-767-6430.

Zoning Map



June 28, 2024

- Address Points
- Zoning Features - Zoning
 - LOW DENSITY RESIDENTIAL 1
 - LOW DENSITY RESIDENTIAL 2
 - INDUSTRIAL
 - OFFICE
 - Parcels



Maxar, Microsoft, Esri Community Maps Contributors, City of Coon Rapids, Metropolitan Council, MetroGIS, Three Rivers Park District, ©

ORDINANCE NO. 2311

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF
THE CITY OF COON RAPIDS SO AS TO PROVIDE CHANGES
IN THE ZONING CLASSIFICATION (PC 24-10)**

The City of Coon Rapids does ordain:

Section 1. The official zoning map of the City of Coon Rapids is hereby amended to change the classification of the following described property from Low Density Residential 1 to Low Density Residential 2:

Lots 5 and 6, Block 2, AQUA VISTA ANOKA COUNTY MINN., Anoka County, Minnesota, except the West 610 feet thereof, also, all that part of abandoned right of way of the Minneapolis, Anoka and Cuyuna Range Railroad Company, adjoining the above lots, and also, all that part of vacated Eastshore Boulevard adjoining said lots.

EXCEPT that part thereof legally described as Parcel 63, ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 43, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

Introduced the 9th day of July, 2024

Adopted on the ____ day of _____, 2024

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

7.

Meeting Date: 07/23/2024

Subject: PC 24-9, Consider Adoption of Ordinance 2308, Rezoning 10701 Butternut St NW, September Son Architecture, LLC

Submitted For: Max Pattsner, Senior Planner

From: Max Pattsner, Senior Planner

INTRODUCTION

The applicant is requesting approval to rezone the subject property from Office to Moderate Density Residential (MDR).

DISCUSSION

Updates Since Last Meeting. At its May 16, 2024 meeting, the Planning Commission held a public hearing for the request, at which many comments were heard from residents of the adjacent neighborhoods expressing concerns over the potential for increased traffic on Butternut Street that would be caused by a residential development meeting MDR standards. The City Council introduced the ordinance at the June 4 2024 meeting and in response to resident comments, requested additional information about the traffic the development would generate and the ingress and egress from the development.

The developer has also brought forward a request for a site plan and preliminary plat for a 34-unit townhome development on the property, meeting MDR zoning standards, which as of the writing of this memo is in the process of being reviewed by the Planning Commission. As part of their site plan design, the applicant developed an exhibit showing a single vehicle access point to the property off of Butternut Street that is designed to discourage vehicles from accessing the site from the west, or leaving the site toward the west.

The applicant is including this exhibit as part of their request to the Council to rezone the property to MDR, with the goal of demonstrating to the Council that the subsequent proposed residential development will be designed to create a minimal increase in vehicle traffic using Butternut Street, with the majority of new trips using Butternut Street only to access University Avenue directly to the east. These traffic mitigating measures are not required either in the MDR district or the Office district, where the property currently falls. A commercial development meeting the standards of the Office district would not be required by City Code to implement such a design.

The Anoka County Highway Department's initial stance on creating a new access directly onto University Avenue is that it would not be allowed at this location. While it has been indicated that there is the potential for an exception to this stance for this project, City Staff are of the opinion that it is advantageous for the development to access a City street rather than a County road, as this gives the City more control over the design of the access and more flexibility as to what measures can be pursued to mitigate traffic concerns. Site access is discussed further at the end of this report.

Project Overview. This rezoning application and corresponding site plan application (PC 24-9) relate to the parcel with temporary address 10701 Butternut St NW (PID 24-31-24-11-0070). The subject property is about 3.8 acres and is currently being used as a community garden for the adjacent Peace Lutheran Church to the north.

The applicant is proposing to construct 34 townhomes on the site. Each unit would have a 2-car garage and a driveway space in front of the garage. Guest stalls would provide additional parking space on site. A section of the

existing community garden would remain onsite and would continue to be used by Peace Lutheran Church. The development would provide rental homes with the goal of long-term ownership and management by New life Properties, LLC.

Rezoning. In order to accommodate this project, the applicant is requesting a rezoning to Moderate Density Residential (MDR). The subject property is currently zoned Office and is surrounded by office and low-density residential zoning. The subject property also has a future land use designation of Commercial Mixed-Use, allowing for commercial or residential uses. Given the location of the site in a transition area between low density residential (single and two-family homes) and commercial uses, and the commercial mixed-use future land use designation, Staff find that a multi-family residential use would be appropriate for the site.

Analysis. An application to change the zoning of a property must consider the following (Section 11-304.10):

The effect on public health, safety, order, convenience and general welfare

Staff believes the proposed rezoning does not create any concerns related to the public health, safety, order, convenience or general welfare, and that concerns about increased traffic on Butternut Street would be adequately addressed by implementing the attached access exhibit. The site is zoned for commercial use and guided for commercial or residential use. Adjacent commercial uses are consumer-oriented and have the potential to benefit from an increased number of nearby residents. Adjacent residential areas are developed at about 4-5 units/acre. Townhomes at about 9 units/acre as would be allowed in the MDR zoning district would be an appropriate transition between the intensity of the surrounding uses.

The effect on present and potential surrounding land uses

Staff believes the proposed rezoning would be compatible with present and potential land uses. Current land uses include a church to the north, commercial to the south, commercial and residential within the City of Blaine to the east, and single- and two-family residential to the west. The current parcel is an undeveloped institutional use, being used as a community garden and green area for the adjacent church. The community garden use is proposed to remain, though taking up a significantly smaller portion of the site.

Whether the proposal is in conformance with the City's Comprehensive Land Use Plan and any applicable development district

Staff believes there is policy support in the City's 2040 Comprehensive Plan to rezone this parcel from Office to Moderate Density Residential. The parcel is currently vacant save for the existing community garden. A residential development is one of the types of development supported by the Commercial Mixed-Use land use designation, and is seen by Staff as one of several potential highest and best uses for the property that conform with the Commercial Mixed-Use land use designation.

Additional 2040 Comprehensive Plan policies that apply to this amendment include:

- **Land Use Policy 1-2:** Encourage a balanced housing stock serving all stages of the life cycle in all portions of the city. Allow increased residential densities in appropriate locations along major transportation corridors.
- **Land Use Policy 1-9:** Ensure that infill (residential) development is compatible with the surrounding neighborhood in scale and design.
- **Housing Policy 2-4:** Identify underused non-residential sites that may be suitable for higher density residential use.
- **Housing Policy 2-5:** Designate infill area and redevelopment sites along major streets and adjacent to commercial areas for townhouse and/or apartment type uses.

Planning Commission. A public hearing was held on the item at the Planning Commission meeting on May 16, 2024. The hearing was well-attended, and 11 members of the public spoke at the hearing. The primary issue raised by members of the public was traffic on the residential streets adjacent to the development. It was noted that there are issues with speeding traffic along Butternut Street and adjacent streets including 108th Avenue and Cottonwood Street.

The Office zoning district allows for a variety of commercial uses, including restaurants, retail, coffee shops, and

medical/dental clinics. It was noted by Staff and members of the Planning Commission that some of the uses allowed in the Office district have the potential to drive more traffic in the area than a 34-unit townhome development would be able to create.

After hearing public comment, the Planning Commission voted 6-1 to recommend approval of the rezoning, with Commissioner Knoblauch voting against.

Site Access. Staff and the developer are working on a design that would limit traffic impacts on Butternut Street. Generally, this would be a “right-in, left-out” access with an angled entrance such that it would be difficult for eastbound vehicles on Butternut Street to turn left into the site, or for vehicles to turn right, or westbound, onto Butternut Street from the site. Hard landscape elements would be included to prevent vehicles from driving over the landscaped road edge. The applicant has committed to a camera system that would identify any vehicles making an unapproved turn into or out of the development. The applicant has also discussed including approved (right-in, left-out) turning as a lease requirement for renting in the development, allowing them to enforce approved turning without the City needing to be involved.

The applicant recently provided City Staff with an initial design, but staff are working with them on alterations to the proposal to aid the City in plowing and otherwise maintaining the street, and to ensure that the businesses on the south side of Butternut Street do not have impeded access due to the street improvements. Since the design is in draft form and would be considered as a part of the site plan approval process, staff are suggesting the Council consider the rezoning request without the final design.

RECOMMENDATION

In planning case 24-9, the City Council is asked to **approve** Ordinance No. 2308 rezoning the Subject Property from Office to Moderate Density Residential.

Attachments

Location Map
Ordinance No. 2308
Zoning Map

Location Map



Prepared by: Planning Division

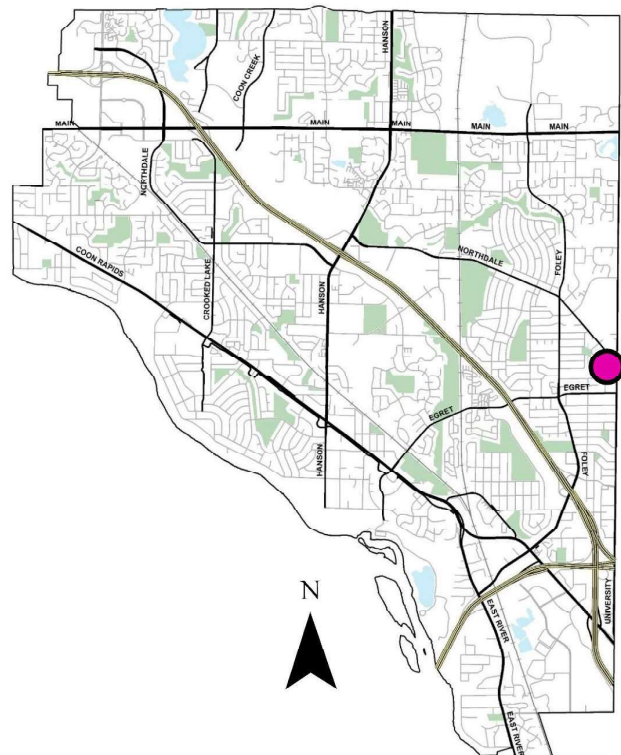
Date Exported: 5/22/2024 12:27 PM

Planning Case: 24-14 & 24-15

Land Use Review: Site Plan & Preliminary Plat

Applicant: September Son Architecture, LLC

Address or PID: 24-31-24-11-0070



Disclaimer: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located from various sources and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free and the City does not represent that the GIS Data can be used for navigational, tracking or any other purpose requiring exact measurement of distance or direction or precision in the depiction of geographic features. If error or discrepancies are found please contact 763-767-6430.

ORDINANCE NO. 2308

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF
THE CITY OF COON RAPIDS SO AS TO PROVIDE CHANGES
IN THE ZONING CLASSIFICATION (PC 24-9)**

The City of Coon Rapids does ordain:

Section 1. The official zoning map of the City of Coon Rapids is hereby amended to change the classification of the following described property from Office to Moderate Density Residential:

Outlot A, RAPIDS EAST 2ND ADDITION, Anoka County, Minnesota.

Introduced the 4th day of June, 2024

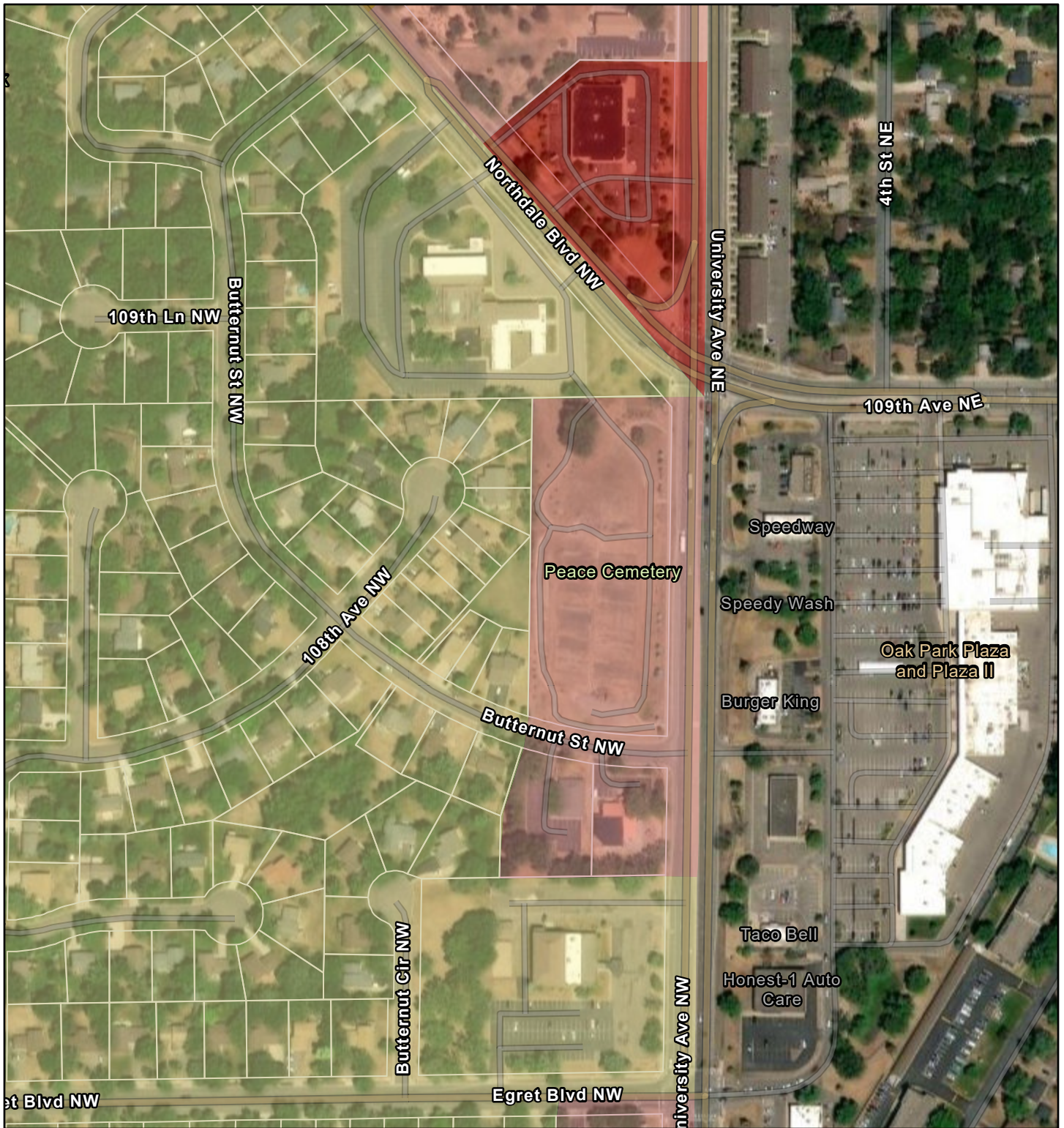
Adopted on the ____ day of _____, 2024

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk

Zoning

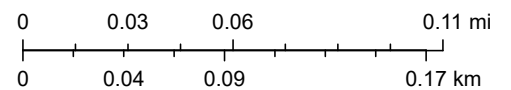


June 14, 2024

Zoning Features - Zoning

- GENERAL COMMERCIAL
- LOW DENSITY RESIDENTIAL 2
- MODERATE DENSITY RESIDENTIAL
- OFFICE
- Parcels

1:4,514



Esri Community Maps Contributors, Metropolitan Council, MetroGIS, Three Rivers Park District, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, MET/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, Maxar



City Council Regular

8.

Meeting Date: 07/23/2024

Subject: Approve Agreement with Anoka-Ramsey Community College for Security Contract

Submitted For: Bill Steiner, Chief of Police

From: Cindy Hintze, Police Systems Administrator

INTRODUCTION

The Coon Rapids Police Department provides evening security patrols and student escort services to Anoka Ramsey Community College through the part-time employment of police reserve officers. This is accomplished utilizing an agreement between the City and the State of Minnesota.

DISCUSSION

The contract between the City and the State of Minnesota is reviewed and renewed each year, roughly following the state's fiscal calendar and a typical school year. The current contract expires on June 30, 2024. The new contract reflects a total contract amount not to exceed \$38,295.00 and would be effective from July 1, 2024, to August 31, 2025.

RECOMMENDATION

Staff recommends the City Council authorize the Mayor and the City Manager to enter into an agreement with the State of Minnesota and Anoka-Ramsey Community College to provide security services for 2024-2025.

Attachments

ARCC Contract



MINNESOTA STATE

Contract Number: ARCC-2024-043627

P.O. Number: 0

SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Anoka-Ramsey Community College (hereinafter "Minnesota State"), and CITY OF COON RAPIDS, 11155 ROBINSON DR NW, COON RAPIDS, Minnesota, 55433, an independent contractor, not an employee of the State of Minnesota (hereinafter "Contractor").

WHEREAS, Minnesota State, pursuant to Minnesota Statutes Chapter 136F, is empowered to procure from time to time certain services, and

WHEREAS, Minnesota State is in need of services that are not related to building or facilities construction, repair, maintenance or remodeling, and

WHEREAS, the Contractor represents it is duly qualified and willing to perform the services set forth in this contract, and

NOW, THEREFORE, it is agreed:

1. **TERM OF CONTRACT.**

This contract is effective on July 1, 2024 or upon the date the final required signature is obtained by Minnesota State, whichever occurs later, and shall remain in effect until August 31, 2025 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The Contractor understands that no work should begin under this contract until all required signatures have been obtained and the Contractor is notified from an authorized representative of Minnesota State.

2. **CONTRACTOR'S DUTIES. The CONTRACTOR will:**

- A. Security patrol and escort hours of work are Monday through Thursday, 6:30 PM to 10:30 PM, excluding faculty days, holidays and other days as directed by the Director of Safety. Total hours worked will be invoiced based on portal to portal from the Coon Rapids Police Department and the Anoka-Ramsey Community College- Coon Rapids campus.
- B. Provide Security Service as indicated below but not limited to:

- a. Security Escort Service – walking / driving students, faculty, and staff to and from their vehicles on the campus grounds.
- b. Provide presence by patrolling parking lots, campus grounds, sidewalks and inside campus buildings
- c. Nightly inspection of outside lighting. Report outages on the security check sheet and let maintenance know.
- d. Ticket vehicles that are not appropriately parked.
- e. Be aware of other potential problems and report any deficiencies on the security check sheet.
- f. Examples may be slippery walks, shrubs and bushes that may need trimming, other safety related issues.
- f. Furnish city vehicle for police patrols.
- g. Keep the Director of Public Safety at ARCC informed of any issues by using the comments section on the security check sheets or incident reports.
- h. Procedures of Anoka-Ramsey Community College, if required, to include:
 - i. All officers within the unit to view a PowerPoint for start-up training with the ARCC Public Safety Office.
 - ii. Other duties as may be requested after contacting the contractor's authorized representative.
- i. Other duties as requested after contacting the contractor's authorized representative.

3. **CONSIDERATION AND TERMS OF PAYMENT.**

- a. **Consideration** for all services performed and goods or materials supplied by the Contractor pursuant to this contract shall be paid by Minnesota State as follows:
- b. **Compensation** for Thirty eight thousand two hundred ninety five and 00/100 dollars (\$38,295.00).
- c. The **total obligation** of Minnesota State for all compensation and reimbursement to the Contractor shall not exceed Thirty eight thousand two hundred ninety five and 00/100 dollars (\$38,295.00).

b. **Terms of Payment.**

- i. Payment shall be made by Minnesota State promptly after the Contractor's presentation of invoices for services performed and acceptance of such services by authorized representative of Minnesota State. All services provided by the Contractor pursuant to this contract shall be performed to the satisfaction of Minnesota State, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The Contractor shall not receive payment for work found by Minnesota State to be unsatisfactory or performed in violation of any applicable federal, state

or local law, ordinance, rule or regulation. Invoices shall be presented by Contractor according to the following schedule:

Payment Schedule: Monthly invoices should be sent to
accountspayable@anokaramsey.edu for approval and payment

- ii. **Nonresident Aliens.** Pursuant to 26 U.S.C. §1441, Minnesota State is required to withhold certain federal income taxes on the gross compensation paid to nonresident aliens, as defined by Internal Revenue Code §7701(b). Minnesota State will withhold all required taxes unless and until Contractor submits documentation required by the Internal Revenue Service indicating that Contractor is a resident of a country with tax treaty benefits. Minnesota State makes no representations regarding whether or to what extent tax treaty benefits are available to Contractor. To the extent that Minnesota State does not withhold these taxes for any reason, Contractor agrees to indemnify and hold Minnesota State harmless for any taxes owed and any interest or penalties assessed.

4. **AUTHORIZED REPRESENTATIVES.**

All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

- a. The authorized representative for Minnesota State for the purpose of administration of this contract is:

Name: Clifford Anderson

Address: 11200 Mississippi Blvd, Coon Rapids, MN, 55433

Telephone: +1 763-433-1184

E-Mail: clifford.anderson@anokaramsey.edu

Such representative shall have final authority for acceptance of the Contractor's services and, if such services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause 3, paragraph b.

- b. The Contractor's authorized representative for the purpose of administration of this contract is:

Name: Bill Steiner

Address: 11155 ROBINSON DR NW, COON RAPIDS, Minnesota, 55433

Telephone: 763-767-6481

E-Mail: bsteiner@coonrapidsmn.gov

5. **CANCELLATION AND TERMINATION.**

- a. This contract may be canceled by Minnesota State at any time, with or without cause, upon **thirty (30) days** written notice to the Contractor. In the event of such a cancellation, the Contractor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- b. Termination for Insufficient Funding. Minnesota State may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Contractor within a reasonable time of Minnesota State receiving notice that sufficient funding is not available. Minnesota State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. Minnesota State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

6. **ASSIGNMENT.**

The Contractor shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of Minnesota State.

7. **LIABILITY**

Each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The parties' liabilities shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Chapter 3.736, and other applicable law.

8. **WORKERS' COMPENSATION.**

The Contractor certifies it is in compliance with Minnesota Statutes §176.181, subd. 2 pertaining to workers' compensation insurance coverage. The Contractor's employees and agents will not be considered Minnesota State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the obligation or responsibility of Minnesota State.

9. **MINNESOTA STATUTES §181.59.**

The Contractor will comply with the provisions of Minnesota Statutes §181.59 which require:

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or Contractor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

10. **GOVERNMENT DATA PRACTICES ACT.**

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The Contractor and Minnesota State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota State in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the Contractor or Minnesota State.

In the event the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify Minnesota State. Minnesota State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released.

11. **ANTITRUST.**

The Contractor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods or services provided in connection with this contract resulting

from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.

12. JURISDICTION AND VENUE.

This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. AMENDMENTS.

Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.

14. STATE AUDITS.

The books, records, documents, and accounting procedures and practices of the Contractor relevant to this contract shall be subject to examination by Minnesota State and the Legislative Auditor for a minimum of six (6) years from the end of the contract.

15. SURVIVAL OF TERMS.

The following clauses survive the expiration, cancellation or termination of this contract: Liability; Publicity; Data Disclosure; Government Data Practices Act; Ownership Of Materials and Intellectual Property Rights; Jurisdiction and Venue; and State Audits.

16. FORCE MAJEURE.

No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended

17. INSURANCE

Contractor shall submit an *ACORD* Certificate of Insurance to an authorized representative of Minnesota State prior to execution of the Contract.

a. Contractor shall maintain and furnish satisfactory evidence of the following:

- i. **Workers' Compensation Insurance.** Contractor shall provide workers' compensation insurance for all its employees and, in case any work is subcontracted, Contractor shall require the subcontractor to provide workers'

compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability, at limits not less than \$100,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.

- ii. **Commercial General Liability.** Contractor shall maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the contract whether the operations are by Contractor or by a subcontractor or by anyone directly or indirectly employed under the contract.

The minimum insurance amounts will be:

- \$2,000,000.00 per occurrence
- \$2,000,000.00 annual aggregate applying per project or location
- \$2,000,000.00 annual aggregate applying to Products/Completed Operations

In addition, the following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage,
- Personal Injury and Advertising Injury,
- Products and Completed Operations Liability,
- Contractual Liability as provided in Insurance Services Office (ISO) form CG 00 01 04 13 or its equivalent,
- Pollution Exclusion with standard exception as per Insurance Services Office (ISO),
- Commercial General Liability Coverage Form – CG 00 01 04 13 or its equivalent,
- Independent Contractors (let or sublet work).
- Waiver of Subrogation in favor of Minnesota State,
- Coverage will not contain any restrictive endorsement(s) excluding or limiting Broad Form Property Damage (BFPD) or Explosion, Collapse, Underground (XCU),

Name the following as Additional Insureds, to the extent permitted by law:

The Board of Trustees of the Minnesota State Colleges and Universities and its officers and members, to include the Project's College or University, the State of Minnesota, officers and employees of the State of Minnesota, the Architect and its agents as additional named insured, to the extent permitted by law, for claims arising out of the Contractor's negligence or the negligence of those for whom the Contractor is responsible for both

ongoing and completed operations.

- iii. **Commercial Automobile Liability.** Contractor shall maintain insurance protecting it from bodily injury claims and property damage claims resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations of vehicles under the contract, and in case any work is subcontracted the Contractor will require the subcontractors to maintain Commercial Automobile Liability insurance. The minimum insurance amounts will be:

- \$2,000,000.00 per occurrence Combined Single Limit (CSL) for bodily injury and property damage

In addition, the following coverages should be included:

- Owned, Hired, and Non-owned

c. Additional Insurance Conditions:

- Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to Minnesota State with respect to any claim arising out of Contractor's performance under this Contract:
- If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify Minnesota State within five (5) business days with a copy of the cancellation notice unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to Minnesota State.
- Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- Contractor's policy(ies) shall include legal defense fees in addition to its liability policy limits;
- The insurance policies will be issued by a company or companies having an "A.M. Best Company" financial strength rating of A- (Excellent) or better and authorized to do business in the State of Minnesota prior to execution of the Contract.

- An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.
- d. Minnesota State reserves the right to immediately terminate the contract if Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against Contractor. All insurance policies must be available for inspection by Minnesota State and copies of policies must be submitted to an authorized representative of Minnesota State upon written request.

18. **ENTIRE AGREEMENT.**

This Contract represents the entire agreement between the parties and supersedes any previous discussions or agreements, either verbal or written that occurred between the parties. This Contract may not be amended except by written agreement signed by the parties hereto. In the event of any conflict or inconsistency between this Contract and any riders, exhibits, addenda, or other document incorporated herein, this Contract shall govern.

19. **OTHER PROVISIONS.**

None

The rest of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. CONTRACTOR: CITY OF COON RAPIDS

CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature and printed name) Brady Madson
Title
Date

By (authorized signature and printed name)
Title
Date

2. VERIFIED AS TO ENCUMBRANCE:

Employee certifies that funds have been encumbered as required by Minnesota Statutes §16A.15.

By (authorized signature and printed name)
Title
Date

3. MINNESOTA STATE COLLEGES AND UNIVERSITIES:

ANOKA-RAMSEY COMMUNITY COLLEGE

By (authorized signature and printed name)
Title
Date

4. AS TO FORM AND EXECUTION:

By (authorized signature and printed name)
Title
Date

Courtesy Copy City Of Coon Rapids David Brodie Initials _____

Certificate Of Completion

Envelope Id: 6D1496D03BA74EB88AA87FA65AD1AE8D

Status: Sent

Subject: Signature request on Contract Coon Rapids Police Department Security Services

Source Envelope:

Document Pages: 11

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Jaggaer Interface

AutoNav: Enabled

30 7th St E, Ste 350

Envelopeld Stamping: Enabled

Saint Paul, MN 55101

Time Zone: (UTC-06:00) Central Time (US & Canada)

contracts@minnstate.edu

IP Address: 35.170.89.44

Record Tracking

Status: Original

Holder: Jaggaer Interface

Location: DocuSign

6/28/2024 10:59:38 AM

contracts@minnstate.edu

Signer Events**Signature****Timestamp**

Brady Madson

Sent: 6/28/2024 11:02:28 AM

BMadson@coonrapidsmn.gov

Resent: 7/2/2024 10:00:29 AM

Security Level: Email, Account Authentication
(None)

Viewed: 7/8/2024 8:53:23 AM

Electronic Record and Signature Disclosure:

Accepted: 7/8/2024 8:53:23 AM

ID: 224db055-564a-42a5-9fd5-fc646264f18b

Bill Steiner

bsteiner@coonrapidsmn.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Stacie Swanson

stacie.swanson@anokaramsey.edu

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 7/2/2024 6:19:32 AM

ID: 38281a33-d922-40b3-881c-dc8a1d37fce6

Robert Perez

Robert.Perez@anokaramsey.edu

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 12/16/2021 1:41:22 PM

ID: 84638a7a-6182-4f94-bb9d-0a124ac724c7

Maia Sierra

maia.sierra@anokaramsey.edu

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 7/2/2024 1:46:43 PM

ID: 4371f5e4-b557-4fb3-aeaa-ffe60b70e33b

David Brodie

DBrodie@coonrapidsmn.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/28/2024 11:02:28 AM
Envelope Updated	Security Checked	7/2/2024 10:00:29 AM
Envelope Updated	Security Checked	7/2/2024 10:00:30 AM
Envelope Updated	Security Checked	7/2/2024 10:00:30 AM
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Minnesota State Colleges and Universities:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: michael.noble-olson@minnstate.edu

To advise Minnesota State Colleges and Universities of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at michael.noble-olson@minnstate.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Minnesota State Colleges and Universities

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to michael.noble-olson@minnstate.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Minnesota State Colleges and Universities

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to michael.noble-olson@minnstate.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Minnesota State Colleges and Universities as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Minnesota State Colleges and Universities during the course of your relationship with Minnesota State Colleges and Universities.



City Council Regular

9.

Meeting Date: 07/23/2024

Subject: PC 24-11, Consider Preliminary Plat for Cardinal Crest, 9050 East River Rd NW, Harstad Hills, Inc.

Submitted For: Max Pattsner, Senior Planner

From: Max Pattsner, Senior Planner

INTRODUCTION

In Planning Case 24-11, the applicant is requesting preliminary plat approval to create 11 new single-family residential lots.

DISCUSSION

Planning Commission

A public hearing was held at the Planning Commission meeting on June 20, 2024. Several residents of the neighboring subdivision to the south provided comments, with most of the comments expressing a desire for lower density development rather than density consistent with the LDR-2 zoning district. It should be noted that the adjacent development to the south contains 14 lots at LDR-2 density, and a number of the lots do not meet the lot 135-foot minimum lot depth requirement. All lots in the proposed development meet all dimensional standards in the LDR-2 district. At the meeting, the Planning Commission voted unanimously to recommend approval of the requests for rezoning and preliminary plat.

City Council

On July 9, 2024, the City Council introduced PC 24-10, the ordinance rezoning the subject property from LDR-1 to LDR-2.

Preliminary Plat

Harstad Hills, Inc. (applicant) is the owner of the 4.47-acre parcel at 9050 East River Road, and are proposing to subdivide the lot into 11 new single-family residential lots. The parcel is currently zoned LDR-1, and the applicant is requesting that the parcel be rezoned to LDR-2 to match the density of the residential development to the south.

The 11 residential lots would be accessed off of East River Road and would have a cul-de-sac. The existing East River Road access would be removed and replaced with a new access slightly to the north. The 11 proposed lots would vary in width, with the smallest lot meeting the 80-foot minimum width (90 for corner lots), 135-foot minimum depth, and 10,800 square foot minimum area (12,150 sq ft for corner lots). The buildable areas shown on the proposed lots meet LDR-2 setback requirements, including providing a 30-foot buffer for any lot abutting the East River Road ROW.

Sewer and water utilities are proposed to connect to existing lines along East River Road. The applicant will need to connect to existing utilities on the east side of East River Road, as the utilities on the west side are planned to be removed by the City in the near future. Storm sewer is proposed to drain northwest toward an infiltration pond along the north side of the development, and from there northwest to the property line adjacent to the utility/powerline property to the north.

A drainage & utility easement (DUE) is proposed around the drainage pond and infiltration pond, one along the north edge of the development and one in the southwest corner. A 22-foot easement along the rear of parcels 6 and

7 (on the west side of the development) connects the two ponds. A 20-foot easement between parcels 7 and 8 is shown allowing drainage from the storm sewer into the northern pond. Public Works staff require at least a 12-foot-wide easement to access the two ponds for maintenance. While an easement is provided, the width and grade shown may not be sufficient for city staff access, and may need to be revised. This is reflected in Engineering comments.

The residential development to the south includes a 10-foot-wide trail between the cul-de-sac and Adams Elementary to the west. Originally, the subject development proposed a similar trail. However, the school district requested that the trail be removed, explaining that they would need to dedicate extra staff to the new entrance to school property to ensure student safety, and it would be better not to add a new access. Thus, access to Adams Elementary will need to be via 90th Ave NW to the south. Students walking from the proposed development would be able to access this street via the existing sidewalk along East River Road.

Aside from specific stormwater needs, standard 10-foot DUEs are provided along each property line (five-foot easements on each lot where lots abut each other). A park dedication fee of \$2,070 per residential lot is required for the plat.

RECOMMENDATION

In Planning Case 24-11, the City Council **approve** the preliminary plat with the following conditions:

1. All engineering comments be addressed.
2. All comments from the Anoka County Highway Department be addressed.
3. A park dedication fee of \$22,7700 (\$2,070 per lot for 11 lots) be paid prior to releasing the plat for recording.
4. At least one street tree is required to be planted on each lot at the time of issuing a building permit.
5. A Developer's Agreement (DA) between the applicant and the City will need to be provided and executed before releasing the plat for recording.

Attachments

Location Map

Engineering Comments

Anoka County Hwy Dept Comments

Preliminary Plat & Civils

Location Map



Prepared by: Planning Division

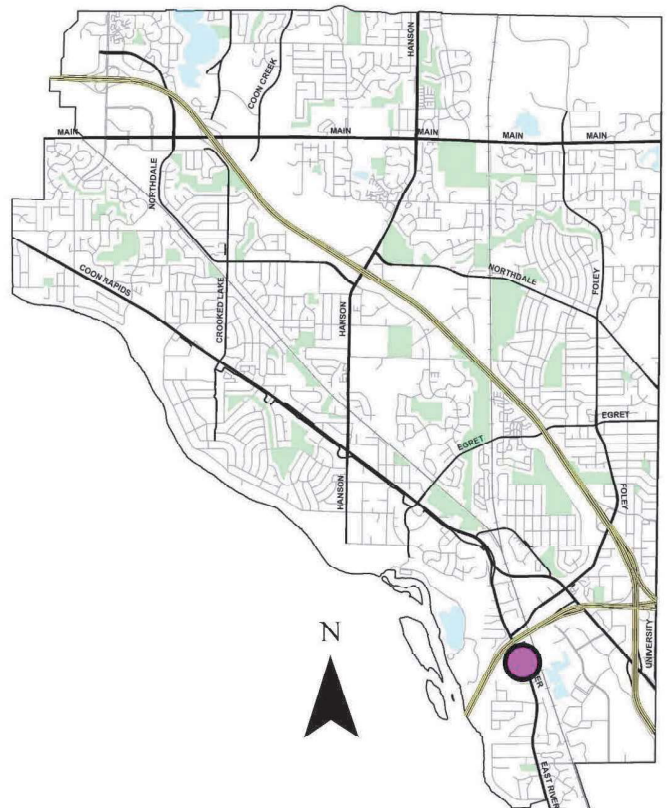
Date Exported: 5/22/2024 10:30 AM

Planning Case: 24-10 & 24-11

Land Use Review: Rezoning & Preliminary Plat

Applicant: Harstad Hills, Inc.

Address or PID: 35-31-24-14-0005



Disclaimer: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located from various sources and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free and the City does not represent that the GIS Data can be used for navigational, tracking or any other purpose requiring exact measurement of distance or direction or precision in the depiction of geographic features. If error or discrepancies are found please contact 763-767-6430.

TO: Planning

FROM: Engineering

SUBJECT: Site Plan Review: Cardinal Crest

DATE: June 14, 2024

The following comments are based on the Engineering Division review of the plans dated May 8, 2024, for the proposed Cardinal Crest single family residential development project. This project proposes splitting an existing 4.5-acre parcel into 11 single-family residential lots. The site is located at 9050 East River Rd NW. Egress and ingress will be from East River Road. Improvements will include site grading, sewer and water utility installation, construction of stormwater BMPs, and construction of a public street cul-de-sac.

- CCWD permit: The project shall require a permit from the Coon Creek Watershed District.
- NPDES permit: Based on the amount of disturbed area shown on the plans, an NPDES permit, and storm water pollution prevention plan (SWPPP) shall be required by the MPCA. Third party NPDES inspections shall be required weekly and post rain event during the grading, utility, and home construction phases of this project. The costs of these inspections shall be paid for by the applicant. This shall be listed as a requirement of the development agreement.
- A right of way permit from the Anoka County Highway Department shall be required for any work within the County right of way. Note that Anoka County does not allow stormwater rate increases to its right of way. Anoka County review of this development proposal includes extension of the southbound right turn lane on East River Road.
- A development agreement shall be required. City planning/engineering staff shall develop a draft agreement for the applicant to review. The developer shall be responsible for City engineering costs related to inspection of public street and utility infrastructure. Construction materials testing costs shall also be the responsibility of the developer. New street lights will be required at the cul-de-sac end, as well as the intersection of 90th Lane and East River Road.
- The City is planning to remove the gravity sewer trunk line pipe located on the westerly side of East River Road in the future. The proposed sewer connection for this development shall connect to the gravity sewer line located on the east side of East River Road. This shall require coordination with Anoka County to determine an appropriate traffic control/detour plan. Alternatively, the applicant can choose to pay the cost of extending the sewer line to the east side of East River Road in the future at this time. The estimated total cost shall include traffic control/detour and bypass pumping costs. The sewer main serving the proposed development shall be designed to flow to the existing gravity sewers currently located on the east side of East River Road.
- Postponed assessments apply to this property and will become due prior to City release of the plat for County recording. The fees are currently \$32,207.86 for assessment 80440P and \$12,454.54 for assessment 80437P. These amounts are updated quarterly based on the construction cost index for the Minneapolis area. Contact the City for current amount owed

prior to payment.

- The engineer of record shall complete and apply for the MPCA Sanitary Sewer Extension and Minnesota Department of Health permits for the proposed watermain and sewer extensions. Applications shall be provided to the City for review prior to submittal to each agency.
- The City shall require a 12-foot wide graded maintenance access to all stormwater management facilities constructed with this development. Location of access route to be reviewed and approved by the City.
- All proposed storm sewer pipe shall be City owned and consist of RCP materials.



Anoka County
TRANSPORTATION DIVISION
Highway

Max Pattsner
City of Coon Rapids
11155 Robinson Drive NW
Coon Rapids, MN 55433

June 11, 2024

RE: Preliminary Plat – Cardinal Crest

Dear Max,

We have reviewed the Preliminary Plat for Cardinal Crest to be located west of CSAH 1 (East River Road NW) and north of 90th Avenue NW within the City of Coon Rapids, and I offer the following comments:

- The existing right of way along CSAH 1 is 60 feet west of centerline, which should be sufficient for future reconstruction purposes.
- As proposed, the plat will introduce one new street access point onto CSAH 1 and the right of access is dedicated to Anoka County on the preliminary plat.
- The existing SB right turn lane shall be extended so that there is 300' of storage from the proposed new street access and a 180' taper before that.
- Internal site grading shall not commence until the requested ACHD Engineering plan approvals are received and the applicable permits can be issued.
- Any utility relocation in the CSAH 51 right of way will be required to be coordinated directly by the city/developer.
- Please note that no plantings or private signs will be permitted within the county right of way and care must be exercised when locating private signs, building, structures, plantings, berms, etc. outside of the county right of way, so as not to create any new sight obstructions for this section of CSAH 51.

ACHD would like to work with local governments in promoting compatibility between land use and the county highway system. It should be recognized that residential land uses located adjacent to County highways often results in complaints about traffic noise. Existing and/or future traffic noise from CSAH 1 could exceed noise standards established by the Minnesota Pollution Control Agency (MPCA), the U.S. Department of Housing and Urban Development, and the U.S. Department of Transportation. Minnesota Rule 7030.0030 states that municipalities are responsible for taking all reasonable measures to prevent land use activities listed in the MPCA's Noise Area Classification (NAC) where establishment of the land use would result in violations of established noise standards. It is advised that the City and the Developer assess the noise situation for this development as it is proposed to be located directly adjacent to CSAH 5 and take the level of action deemed necessary to minimize the impact of any highway noise by incorporating the appropriate noise mitigation elements into the design and phasing of this plat as applicable.

Our Passion Is Your Safe Way Home

1440 Bunker Lake Boulevard N.W. ▲ Andover, MN 55304-4005
Office: 763-324-3100 ▲ Fax: 763-324-3020 ▲ www.anokacounty.us/highway

Affirmative Action / Equal Opportunity Employer

The ACHD Engineering Plan Review process will apply to this site. The following items should be submitted to Brandon Ulvenes, Engineer II, Brandon.Ulvenes@anokacountymn.gov (checklist and payment information are available on our website: <https://www.anokacountymn.gov/4072/Development-Review>):

- Construction plans (including turn lane plans)
- Utility relocation plans
- Traffic Control plans
- Grading and erosion control plans
- Drainage calculations – Note that the post-developed rate/volume of runoff must not exceed the pre-developed rate/volume of runoff for the 10-year critical design storm
- ACHD Design Requirements Checklist
- Engineering plan review fee (estimated at \$350.00)

Following the completion of the ACHD Engineering Plan Review process, the contractor(s) who will be completing any work within the county right of way must begin the ACHD Permit process. One Permit for Work within the County Right of Way (\$150.00) and one Street Access permit (\$250.00) must be obtained prior to the commencement of any construction. License permit bonding, methods of construction, design details, work zone traffic control, restoration requirements and follow-up inspections are typical elements of the permitting process. Contact Sue Burgmeier via phone at 763.324.3176 or via email at HighwayPermits@anokacountymn.gov for further information and to coordinate the ACHD Permit process.

Thank you for the opportunity to comment. Feel free to contact me if you have any questions regarding this review.

Sincerely,



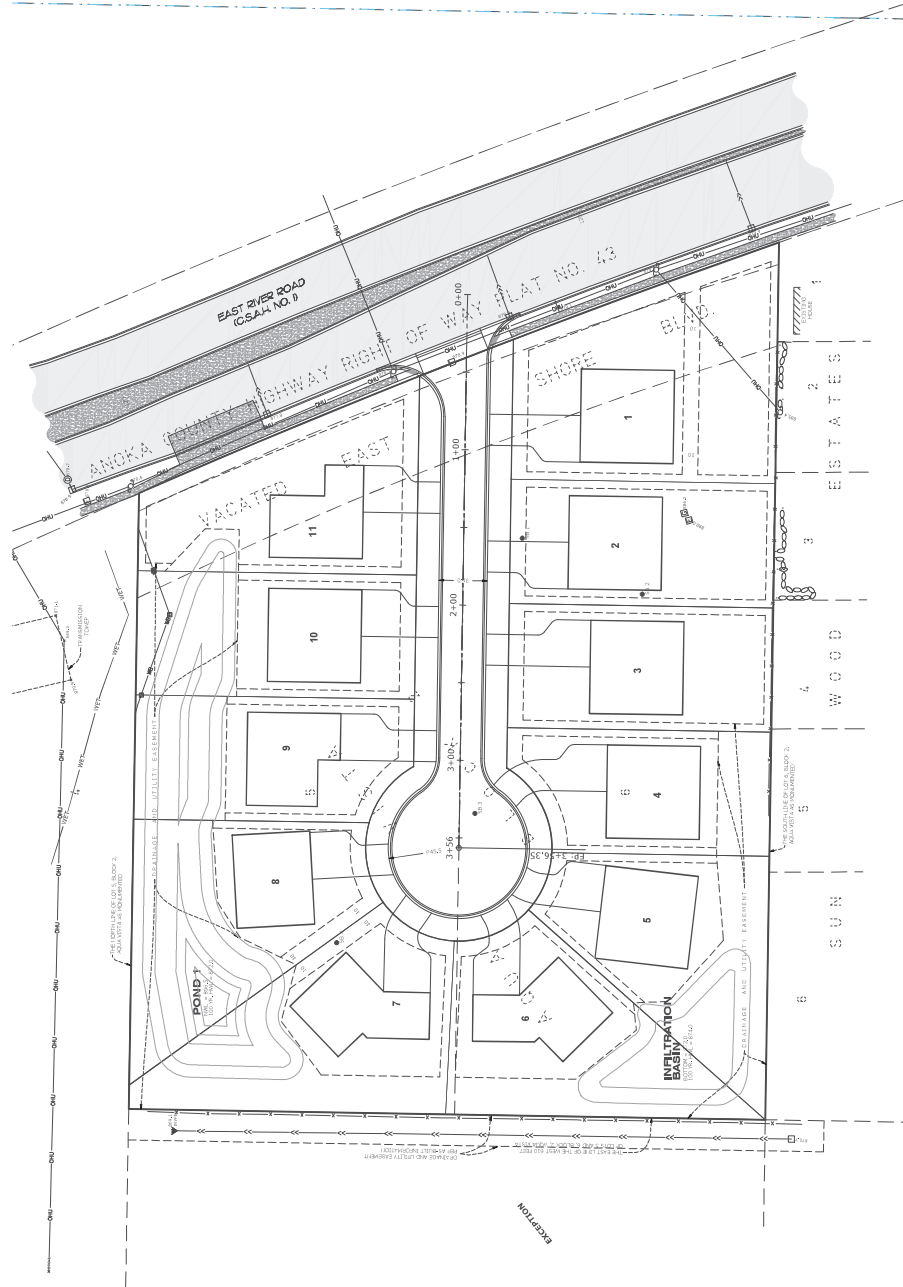
Logan Keehr, PE
Traffic Engineer II

xc: CSAH 1/Plats+Developments/2024
Jerry Auge, Assistant County Engineer
David Zieglmeier, County Surveyor
Sean Thiel, Traffic Engineering Manager
Sue Burgmeier, Traffic Technician
Brandon Ulvenes, Engineer II

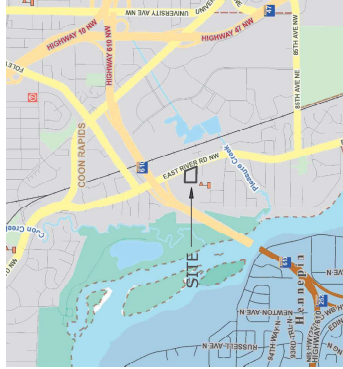
CARDINAL CREST

TITLE SHEET

COON RAPIDS, MINNESOTA



VICINITY MAP (NOT TO SCALE)



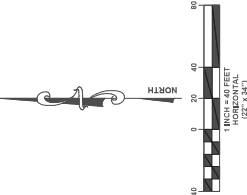
DEVELOPER
WISCONSIN VALLEY
2195 SILVER LAKE RD NW
NEW BRIGHTON, MN 55112
651-433-5693
BHARSTAD@COMCAST.NET

ENGINEER
PLOWE ENGINEERING, INC.
6776 LAKE DRIVE
LINO LAKES, MN 55014
651-351-4234
ADAM@PLOWE.COM

SURVEYOR
E&S RUD & SONS LAND
SURVEYING, INC.
6776 LAKE DRIVE
LINO LAKES, MN 55014
651-351-4234
JASON@E&S.COM

AN MRCA NOTES CONSTRUCTION PERMIT IS REQUIRED PRIOR TO THE START OF CONSTRUCTION

ALL PERMITS, INCLUDING BUT NOT LIMITED TO PERMITS FROM CITY OF COON RAPIDS, MN DOT, AND THE MINNESOTA DEPARTMENT OF LABOR INDUSTRY SHALL BE OBTAINED PRIOR TO THE START OF CONSTRUCTION. NO INSTALLATION OF UTILITIES SHALL BE PERMITTED UNTIL ALL APPLICABLE PERMITS ARE RECEIVED BY CONTRACTOR. INSTALLATION OF UTILITIES SHALL BE IN ACCORDANCE WITH THE MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY STANDARDS AND CITY STANDARDS AS IDENTIFIED IN THE PUBLIC WORKS ENGINEERING STANDARDS.



SHEET INDEX

CO	TITLE SHEET
S.1	EXISTING CONDITIONS SURVEY
S.2	PRELIMINARY PLAT
S.3	PACKING, EROSION CONTROL & TREE PROTECTION PLAN
C.1	PROPOSED LOT LAYOUT
C.2	LANDSCAPE PLAN
C.2.1	PLAN PROFILE - SANITARY & WATERMAIN
C.2.2	PLAN PROFILE - STORM SEWER
C.2.3	PLAN PROFILE - STORM SEWER
C.3	PLAN PROFILE - STREET
C.3.1 - C.3.2	SWPPP
C.4.1 - C.4.3	DETAILS

PLOWE
ENGINEERING, INC.

6776 LAKE DRIVE
SUITE 110
LINO LAKES, MN 55014
PHONE: (651) 361-4210
FAX: (651) 361-4701

8 PLOWE ENGINEERING, INC.
DATE: 04/24/24
CHECK BY: JASON RUD
CNP: JASON RUD
JOB NO: 24-2136
AD: JASON RUD
DRAWN BY: JASON RUD

NO.	DATE	DESCRIPTION
1	04/24/24	CITY SUBMITTAL
2		
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CARDINAL CREST
COON RAPIDS, MN

TITLE SHEET

PREPARED FOR: HARSTAD HILLS, INC.

DATE: 05.08.2024 License No.: 43983
ADAM ORMKEL

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

~of~ CARDINAL CREST
~for~ HARSTAD HILLS, INC.



- ## TREE DETAIL

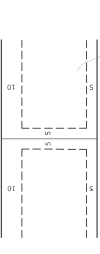
- ## REMARK

BN
MNDOT BM: 0205 C
ELEVATION: 886.652
DATUM: NAVD 88

E. G. RUD & SONS, INC.
Professional Land Surveyors
5776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701

TOTAL PROJECT AREA.....	4.55 ACRES
TOTAL NUMBER OF PROPOSED LOTS.....	11
NUMBER OF OUTLOTS.....	0
NUMBER OF PARKS.....	0
MIN LOT SIZE PROPOSED.....	0.29 ACRES
AVERAGE LOT SIZE PROPOSED.....	0.36 ACRES
PUBLIC RIGHT OF WAY.....	0.62 ACRES

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 10 FEET IN WIDTH, AND ADJOINING THE FRONT LOT LINE, AND BEING 5 FEET IN WIDTH, AND ADJOINING ALL REAR AND INTERIOR SIDE LOT LINES UNLESS OTHERWISE SHOWN ON THIS PLAT.

LDR-1 (LOW DENSITY RESIDENTIAL DISTRICT)

LDR-2 (LOW DENSITY RESIDENTIAL DISTRICT)

- MINIMUM LOT SIZE:
NORMAL = 10,800 SQ. FT. (0.25 ACRES)
CORNER = 12,150 SQ. FT. (0.28 ACRES)
- MINIMUM ROAD FRONTAGE = 20 FEET
- MINIMUM LOT WIDTH:
NORMAL = 80 FEET
CORNER = 90 FEET
- BUILDING SETBACKS:
FRONT = 35 FEET
REAR = 35 FEET
SIDE (SWAYNE) = 20 FEET
SIDE (INTERIOR) = 10 FEET *ATTACHED GARAGE

SIDE (STREET) = 20 FEET
SIDE (INTERIOR) = 10 FEET ↑ ATTACHED GARAGE = 5 FEET ↑

Lots 5 and 6, Block 2, AQUA VISTA ANOKA COUNTY MINN., Anoka County, Minnesota, except the West 610 feet thereof, also, all that part of abandoned right of way of the Minneapolis, Anoka and Cuyuna Range Railroad Company, adjoining the above lots, and also, all that part of vacated Eastshore Boulevard adjoining said lots.

EXCEPT that part thereof legally described as Parcel 63, ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 43, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

Field survey was completed by E.G. Rud and Sons, Inc. on 01/29/24.

Bearings shown are on Anoka County datum.

Parcel ID Number: 35-31-24-14-0005.

- Curb shots are taken at the top and back of curb.

This survey was prepared with the benefit of title work. Title commitments prepared by Legacy Title, as Issuing agent for Chicago Title Insurance Company, Issuing Agent File No MN3958 were used to

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Total| name| area = 198.286 c f (4.6 acres)
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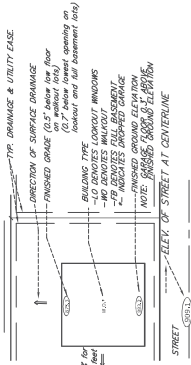
Surveyed premises shown on this survey map is in Flood Zone X (Areas determined to be outside the 0.2% annual chance floodplain), according to Flood Insurance Rate Map Community No. 270011 Panel No. 0318 Suffix E by the Federal Emergency Management Agency, effective date December 16, 2015.

DRAWN BY: MMD		JOB NO: 2400629P	DATE: 04/24/24
CHECK BY: JER		FIELD CREW: DT/CT	
1	05/08/24	CITY SUBMITTAL	MMD
2			
3			
NO.	DATE	DESCRIPTION	BY

GRADING, EROSION CONTROL AND TREE PROTECTION PLAN

~of~ CARDINAL CREST
~for~ HARSTAD HILLS, INC.

TYPICAL LOT



LEGEND

- DENOTES CATCH BASIN
- DENOTES STORM SEWER APRON
- DENOTES STORM SEWER MANHOLE
- DENOTES TELEPHONE PEDestal
- DENOTES FIRE VALVE
- DENOTES FENCE
- DENOTES RETAINING WALL
- DENOTES EXISTING SANITARY SEWER
- DENOTES EXISTING STORM SEWER
- DENOTES EXISTING WATER MAIN
- DENOTES EXISTING UTILITY
- DENOTES TREE SIZE IN INCHES
- DENOTES TREE TYPE
- DENOTES EROSION OVERFLOW ELEVATION
- DENOTES EXISTING SPOT ELEVATION
- DENOTES EXISTING 2 FOOT CONTOUR
- DENOTES PROPOSED 2 FOOT CONTOURS
- DENOTES EASEMENT LINE
- DENOTES PROPOSED STORM SEWER
- DENOTES PROPOSED SILT / TREE PROTECTION FENCE
- DENOTES BID ROLL TO BE INSTALLED
- DENOTES PROPOSED 10' BUFFER
- DENOTES WETLAND / VEGETATIVE BUFFER SIGN
- DENOTES DIRECTION OF DRAINAGE
- DENOTES PROPOSED SPOT ELEVATION
- DENOTES PROPOSED CENTERLINE ELEVATION
- DENOTES RIPRAP (RIPRAP TO BE VEGETATED IN WETLAND BUFFERS)
- DENOTES PROPOSED STORM SEWER INLET PROTECTION
- DENOTES DE MINNIS WETLAND FILL

TREE DETAIL

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

EROSION CONTROL / REVEGETATION SPECS.

1. ANY EROSION CONTROL SHALL BE INSTALLED WITHIN 10 DAYS OF THE START OF CONSTRUCTION. THE EROSION CONTROL SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE EROSION CONTROL SHALL BE REMOVED OR REVEGETATED AFTER CONSTRUCTION IS COMPLETE.
2. ANY GRADING SHALL PROCEED ON AN AREA BY AREA BASIS TO MINIMIZE UNCOMPLETED AREAS.
3. AS EACH AREA OUTSIDE THE STREET IS GRADED, PROVIDE EROSION CONTROL MEASURES TO PREVENT EROSION. STRAIGHT SET BACK MANN SEVEN DAYS AFTER RUGH GRADING.
4. MAINTAIN AND REPAIR SILT STOP FENCES (INCLUDING REMOVAL OF ACCUMULATED SILT) UNTIL VEGETATION IS ESTABLISHED.
5. EROSION CONTROL, NOTES AND SITE EROSION CONTROL.

DATE: 06.08.2024
LIC. NO. 43995

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

POLOWE
ENGINEERING, INC.
6776 LAKE DRIVE
SUITE 110, LINO LAKES, MN 55014
PHONE: (651) 361-8210
FAX: (651) 361-8701

I HEREBY CERTIFY THAT THE STORMWATER MANAGEMENT PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Adam Ginkel
ADAM GINKEL

TREE PROTECTION NOTES

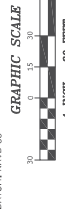
- TREE PROTECTION LINES TO BE MAINTAINED IN FIELD PRIOR TO ANY TREE CLEARING ACTIVITY.
- ALL TREE PROTECTION FENCES TO BE INSTALLED AT CONSTRUCTION LIMIT LINE.
- THE DIRT LINE OF TREES IN THE TREE PROTECTION ZONE.
- TREES DECISIONS WILL BE MADE ON LOCATION OF TREE PROTECTION LIMITS TO PREVENT SIGNIFICANT DAMAGE TO TREES.
- TREE PROTECTION FENCES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION AND REMOVED AFTER CONSTRUCTION IS COMPLETE.

NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 01/29/24.
- Bearings shown are on Anoka County datum.
- Parcel ID Number: 35-31-34-14-0005.
- Curb shots are taken at the top and back of curb.
- Soil borings by Hargo Geotechnical Services.

BENCHMARK

DATE: 03/09/2024 License No. 41578
JACOB HEDGECOCK
I hereby certify that this survey, plan, map, or other work was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

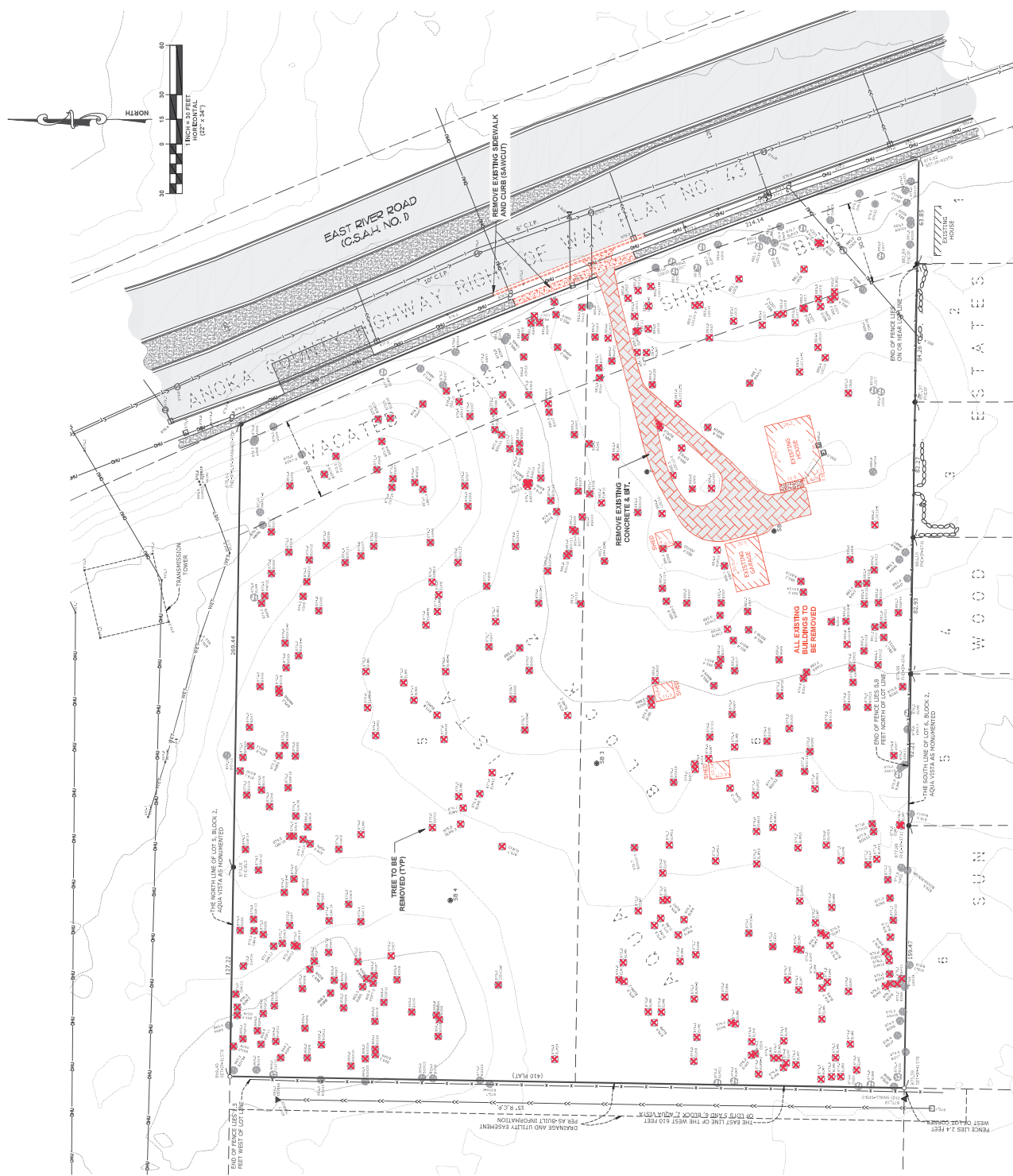


REMOVALS PLAN
COON RAPIDS, MN
PREPARED FOR: HARSTAD HILLS, INC.

PRELIMINARY
ADAM GINKEL
License No. 4386
Date: 05.08.2024

NO.	DATE	DESCRIPTION
8		
7		
6		
5		
4		
3		
2		

PLOWE
ENGINEERING, INC.
6776 LAKE DRIVE
SUITE 110
LINO LAKES, MN 55014
PHONE: (651) 361-8210
FAX: (651) 361-8701



GENERAL NOTES

1. THE INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF EXISTING UTILITIES NOT GUARANTEED TO BE ACCURATE AND ALL INCLUSIVE OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE TYPE AND LOCATION OF UTILITIES AS NECESSARY TO AVOID DAMAGE TO THESE UTILITIES.
2. THE CONTRACTOR SHALL CALL AT LEAST 48 HOURS PRIOR TO ANY EXCAVATIONS FOR EXISTING UTILITIES LOCATED BY THE CITY.
3. THE CONTRACTOR SHALL FIELD VERIFY: SIZE, ELEVATION, AND LOCATION OF UTILITIES AND PROVIDE A FIELD REPORT OF ANY DISCREPANCIES PRIOR TO THE START OF INSTALLATION.
4. ALL UTILITY AND STREET INSTALLATIONS SHALL CONFORM TO THE CITY STANDARD SPECIFICATIONS.
5. ALL WORK SHALL BE PERFORMED DURING APPROVED WORKING HOURS.
6. PARKING, EQUIPMENT STORAGE OR MATERIAL STORAGE SHALL NOT BE ALLOWED ON THE STREET OR SIDEWALK.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETION OF ALL UTILITY CITY A MINIMUM OF 48 HOURS PRIOR TO THE COMEINCEMENT OF CONSTRUCTION.
8. ALL ELECTRICAL, TELEPHONE, AND GAS EXTENSIONS INCLUDING SERVICE LINES SHALL BE CONSTRUCTED TO THE APPROPRIATE UTILITY COMPANY SPECIFICATIONS. ALL COMPANY CONNECTIONS SHALL BE COORDINATED WITH THE APPROPRIATE UTILITY COMPANY.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING ALL NECESSARY TRAFFIC CONTROL MEASURES TO MAINTAIN THE FLOW OF TRAFFIC. FLAGMEN AND LIGHTS AS NECESSARY TO CONTROL THE MOVEMENT OF TRAFFIC.

LEGEND

EXISTING OVERHEAD ELECTRICAL	—○—
EXISTING UNDERGROUND TELEPHONE	——●——
EXISTING UNDERGROUND CABLE	——●——
EXISTING TELEPHONE PEDESTAL	□
EXISTING ELECTRICAL PEDESTAL	□
EXISTING CABLE PEDESTAL	□
EXISTING UTILITY POLE	⊙
EXISTING STORM SEWER	—X—
EXISTING WATER MAIN	—X—
EXISTING SANITARY SEWER	—○—
EXISTING STORM MANHOLE	○
EXISTING CATCH BASIN	◻
EXISTING FLARED-END SECTION	◀▶
EXISTING GATE VALVE	✕
EXISTING HYDRANT	⦿
EXISTING SANITARY SEWER MANHOLE	○
EXISTING RETAINING WALL	—○○○○—
EXISTING FENCE	—•••••—
EXISTING WETLAND	WET
PROPOSED WATER PIPE	—X—
PROPOSED SANITARY SEWER PPE	—X—
PROPOSED STORM SEWER PIPE	—X—
PROPOSED STORM MANHOLE	○
PROPOSED CATCH BASIN	◻
PROPOSED FLARED-END SECTION	◀▶
PROPOSED GATE VALVE	✕
PROPOSED HYDRANT	⦿
PROPOSED SANITARY SEWER MANHOLE	○



City Council Regular

10.

Meeting Date: 07/23/2024

Subject: Consider Introduction of Ordinance for Comcast Cable Television Franchise Agreement and Order Public Hearing

From: David Brodie, City Attorney

INTRODUCTION

The City and Comcast entered into a cable television franchise agreement through the adoption and execution of Ordinance No. 1702 in 2000. That agreement was extended in 2014 through 2019 as part of a Settlement Agreement related to a proposed franchise transfer that ultimately was terminated. Since then, the term of the franchise expired, although Comcast continued to operate under the terms of the agreement.

The City and Comcast agreed to use the informal cable franchise renewal process to reach an agreement. This process is essentially a contract negotiation. The City and Comcast have reached a tentative agreement, subject to the City Council's approval.

DISCUSSION

The following is a high-level deal point summary of the Comcast Cable Franchise under consideration.

1. **Non-exclusive.** This franchise agreement is non-exclusive, the City has the right to grant additional cable franchises to other cable providers on similar terms.
2. **Prior Agreements.** Incorporates prior agreements on renewal terms:
 - Gross Revenues Definition
 - Auditing Provisions
3. **Term.** 10-year franchise term.
4. **Franchise Fee.** The consideration for the use of the public right-of-way is the franchise fee. The franchise fee will remain 5% of Comcast's gross revenues from the provision of cable services. While Comcast derives a significant amount of revenues from its non-cable services, the City is presently preempted from including those revenues in the franchise fee. Franchise fees also now include the marginal cost of non-monetary franchise requirements due to somewhat recent changes in FCC regulations.
5. **PEG Funding.** 2.3% PEG Fee.
6. **HD PEG Channels.** Within ninety (90) days of the Effective Date of this Franchise, and upon notice from the City, Comcast will make available a minimum of four (4) Standard Definition ("SD") PEG Channels and three (3) High Definition ("HD") PEG Channels. Throughout the term of this Franchise Comcast shall provide the PEG Channels on every service tier offered by Grantee that includes the Basic Cable Service in accordance with Applicable Law.
7. **Complimentary Services.** Comcast will continue to provide cable service to nearly all government buildings currently receiving service and the City will receive an additional 10 HD boxes to be used at the City's discretion.
8. **Network Services to the City:**
 - Comcast will continue to provide PEG Video Origination Feeds from the City.
 - Comcast will continue to allow PEG Video Sharing with neighboring jurisdictions.

- o Through the existing network known as the PRISMA network.
 - o Through another network known as the CRAN.
9. Compliance with City Code. Right-of-way provisions requiring compliance with the City’s code provisions.
 10. Equal and Uniform Service. Comcast must provide equal and uniform service to all residents.
 11. Consumer Protection. Provisions protecting local consumers relating to billing practices, privacy, and service.
 12. Bond/Security/Liquidated Damages. Provisions to provide performance security and incentives.
 13. Level Playing Field. Requirement to treat competitors similarly related to Franchise Fees, PEG Funding, PEG Channels, and Customer Service.
 14. Customer Service. Standard FCC customer service provisions and reporting.
 15. Audit. Mutually acceptable audit and dispute resolution procedures and provisions.
 16. Administration and Regulation. The City has the right to enforce the franchise agreement and reserves the right to regulate rates. Currently, Congress and the FCC have preempted the City’s right to regulate cable rates. The franchise agreement prohibits rate discrimination, however.
 17. Indemnification and Insurance. The franchise agreement has updated insurance requirements and requires Comcast to indemnify and hold harmless the City for any damages caused by Comcast. Comcast is also required to maintain a Letter of Credit as performance security in the amount of \$50,000 and a performance bond in the amount of \$250,000.

The Coon Rapids Charter requires that any franchise shall be granted by ordinance and, further, the Charter requires a public hearing be held before adoption of the franchise ordinance.

RECOMMENDATION

Staff recommends the City Council:

1. Introduce the Comcast Cable Franchise Ordinance.
2. Order a public hearing to be held on August 5, 2024 at 7:00 pm.

Attachments

Comcast Franchise Agreement Ordinance

ORDINANCE NO.

AN ORDINANCE REPEALING IN ITS ENTIRETY CHAPTER 4-100 AND GRANTING A FRANCHISE TO COMCAST OF MINNESOTA, INC. THROUGH A CABLE TELEVISION FRANCHISE AGREEMENT TO CONSTRUCT, OPERATE AND MAINTAIN A CABLE SYSTEM IN THE CITY OF COON RAPIDS, MINNESOTA, FOR THE PURPOSE OF PROVIDING CABLE SERVICE; 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 AND THEREBY AMENDING REVISED CITY CODE – 1982, BY ADDING 4-100

The City of Coon Rapids does ordain:

Section 1. Revised City Code - 1982 Chapter 4-100, Cable Television Franchise hereby repealed in its entirety.

Section 2. Revised City Code – 1982 is hereby amended by adding thereto new Chapter 4-100, Comcast of Minnesota Cable Television Franchise as follows: (additions double underlined)

CITY OF COON RAPIDS, MINNESOTA

CHAPTER 11-4-100

COMCAST OF MINNESOTA CABLE TELEVISION FRANCHISE

4-101 Statement of Intent and Purpose. The City intends, by the adoption of this Franchise, to bring about the further development of a Cable System and the continued operation of it. Such development can contribute significantly to the communication needs and interests 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 growth 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.

4-102 Definitions. For the purpose of this Franchise, the following, terms, phrases, words, derivations, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. In the event the meaning of any word or phrase not defined herein is uncertain, the definitions contained in applicable local, state, or federal law shall apply.

(1) “Access Channels” means any Channel or portion of a Channel utilized for PEG programming.

(2) “Affiliate” shall mean any Person controlling, controlled by, or under common

ownership or control of Grantee.

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

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

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

(6) “Cable Operator” shall have the meaning specified for “Cable Operator” in the Cable Act.

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

(8) “Cable System” or “System” shall have the meaning specified for “Cable System” in the Cable Act and shall include a “Cable Communications System” as defined in Minn. Stat. § 238.092, subd. 3. Unless otherwise specified, it shall in this document refer to the Cable System constructed and operated in the City under this Franchise.

(9) “Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as defined by the FCC by regulation, as set forth in Applicable Law, currently 47 U.S.C. § 522(4).

(10) “City” shall mean the City of Coon Rapids, a municipal corporation in the State of Minnesota.

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

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

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

(14) “Day” unless otherwise specified shall mean a calendar day.

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

(16) “Effective Date” shall mean sixty (60) Days from date of the City’s approval of this Franchise.

(17) “FCC” means the Federal Communications Commission, or a designated agency.

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

(19) “Franchise Fee” shall have the meaning specified for “Franchise Fee” in the Cable Act.

(20) “GAAP” means generally accepted accounting principles as promulgated and defined by the Financial Accounting Standards Board (“FASB”), Emerging Issues Task Force (“EITF”)

and/or the U.S. Securities and Exchange Commission (“SEC”).

(21) “Gross Revenues” shall be defined as and shall be construed broadly to include all revenues derived directly or indirectly by Comcast and/or an Affiliate that is a Cable Operator of the Cable System, from the operation of Comcast’s Cable System to provide Cable Services within the City (including cash, credits, property or other consideration of any kind or nature). Gross revenues include, by way of illustration and not limitation:

(a) Monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event and video-on-demand Cable Services and such other video products that may be found to be Cable Services in accordance with applicable law);

(b) Installation, reconnection, downgrade, upgrade, or similar charges associated with changes in subscriber Cable Service levels;

(c) Fees paid to Comcast for channels designated for commercial/leased access use;

(d) Converter, remote control, lockout device and other Cable Service equipment rentals and/or leases or sales;

(e) Advertising revenues received or derived by Comcast and/or its Affiliates, including, but not limited to, rep fees, Affiliate fees, rebates, and commissions;

(f) “event fees” such as late fees, NSF fees, convenience fees similar administrative fees, and home wiring maintenance fees calculated on a pro rata basis in accordance with paragraph (ii) below;

(g) revenues from program guides;

(h) Franchise fees;

(i) All federal regulatory fees (e.g., FCC Regulatory Fee);

(j) PEG fees; and

(k) Commissions from home shopping channels and other revenue sharing arrangements.

(l) Gross Revenues subject to franchise fees shall include revenues derived from sales of advertising that run on Comcast’s Cable System within the City and shall be allocated on a *pro rata* basis using total Cable Service subscribers reached by the advertising. Additionally, Comcast agrees that Gross Revenues subject to franchise fees shall include all commissions paid to National Cable Communications (“NCC”) and Comcast Effectv or their successors associated with sales of advertising on the Cable System within the City allocated according to this paragraph using total Cable Service subscribers reached by the advertising.

(m) As it relates to Gross Revenue:

(i) Gross Revenue shall not include:

1) Actual bad debt write-offs, provided, however, that all or part of any such actual bad debt that is written off but subsequently collected shall be included in Gross Revenues in the period collected;

2) Third party advertising sales commissions retained by advertising sales agencies that are not Affiliates;

3) Unsold third-party advertising inventory utilized by Comcast to promote its own services that is not otherwise reported as cable revenue in Comcast’s books and records; and

4) Any generally applicable taxes on services furnished by Comcast imposed by any municipality, state, or other governmental unit, provided that franchise fees and PEG fees shall not be regarded as such a tax.

(ii) To the extent revenues are received by Grantee for the provision of a

discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a GAAP methodology that allocates revenue on a *pro rata* basis when comparing the bundled service price and its components to the sum of the most recent published rate card rate for the components, except it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee receives or derives revenues in the City and must be updated within sixty (60) days of Comcast's annual rate change date (currently January 1) for cable and/or non-cable services is implemented for a service package containing Cable Service or the date any rate change is implemented for any service included in a service package that contains Cable Service. The City reserves its right to review and to challenge Grantee's calculations.

(iii) For purposes of this definition, the term "Affiliates" means any person(s) and/or entity(ies) who own or control, are owned or controlled by or are under common ownership or control with Comcast of Minnesota, Inc.

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

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

(23) "Minnesota Government Data Practices Act" means the provisions of Minnesota law governing the requirements for public records as set forth in Minn. Stat. Chapter 13.

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

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

(26) "PEG" means public, educational, and governmental.

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

(28) "Street" and "Right-of-Way" shall have the meaning specified for "Right-of-Way" in City Code, § 10-202, which is incorporated herewith.

(29) "Subscriber" means a Person who lawfully receives Cable Service.

4-103 Franchise.

(1) Grant of Franchise. The City hereby authorizes Grantee to occupy or use the City's

Streets to construct, operate, and maintain a Cable System, subject to: 1) the provisions of this non-exclusive Franchise to construct, maintain, and operate a Cable System within the Franchise Area; and 2) Applicable Law. Unless this Franchise has expired or is otherwise terminated, this Franchise shall constitute a right to construct, maintain, and operate a Cable System subject to Applicable Law, which includes the provisions of this Franchise. Nothing in this Franchise shall be construed to grant or prohibit Grantee from: (1) providing services other than Cable Services to the extent not prohibited by Applicable Law; or (2) challenging any exercise of the City's legislative or regulatory authority in an appropriate forum. The City hereby reserves all of its rights to regulate such other services to the extent not prohibited by Applicable Law, and no provision herein shall be construed to limit or give up any right to regulate.

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

(3) Franchise Term. The term of the Franchise shall be ten (10) years from the Effective Date, unless extended by mutual written consent in accordance with Section 4-117(7) or terminated sooner in accordance with this Franchise.

(4) Franchise Area. This Franchise is granted for the Franchise Area defined herein. Grantee shall extend its Cable System to provide Cable Service to any dwelling unit in the City in accordance with Section 4-107(7) herein.

(5) Franchise Nonexclusive. The Franchise granted herein shall be nonexclusive. The City specifically reserves the right to grant, at any time, such additional franchises for a Cable System as it deems appropriate provided, however, such additional grants shall not operate to materially modify, revoke, or terminate any rights previously granted to Grantee under this Franchise other than as described in Section 4-117(24). The grant of any additional franchise shall not of itself be deemed to constitute a modification, revocation, or termination of rights previously granted to Grantee. Any additional cable franchise grants shall comply with Minn. Stat. § 238.08 and any other applicable federal level playing field requirements.

(6) Periodic Public Review of Franchise. The City may conduct no more than two public reviews of the Franchise throughout the term of this Franchise. The second review must not commence before three years after the conclusion of the first review, and the first review may not commence before 2 years after the Effective Date of this franchise. The purpose of any such review shall be to ensure, with the benefit of full opportunity for public comment, that the Grantee continues to effectively serve the public in the light of new developments in cable law and regulation, cable technology, cable company performance with the requirements of this Franchise, local regulatory environment, community needs and interests, and other such factors. Both the City and Grantee agree to make a full and good faith effort to participate in the review. So long as Grantee receives reasonable notice, Grantee shall participate in the review process

and shall fully cooperate. The review shall not operate to modify or change any provision of this Franchise without mutual written consent in accordance with Section 4-117(7) of this Franchise. The City and Grantee shall each be responsible for their own costs regarding the conduct of, or cooperation with, any such periodic review.

(7) Transfer of Ownership.

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

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

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

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

(e) In accordance with Minn. Stat. § 238.084, Subd. 1(y), the City shall have the right to purchase the System in the event the Franchise or System is proposed to be transferred or sold on the same terms and conditions as the offer pursuant to which transfer notice was provided pursuant to this section. The City shall have thirty (30) days from receipt of an application for consent under Section 4-103(7) in which to give notice of its intention to consider exercising such right.

(8) Expiration. Upon expiration of the Franchise, the City may, subject to Grantee’s rights under Section 626 of the Cable Act:

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

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

(c) Invite additional franchise applications or proposals;

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

(d) Take such other action the City deems appropriate and is consistent with Applicable Law.

(9) Right to Require Removal of Property. At the expiration of the term for which the Franchise is granted and the expiration of all renewal proceedings established under federal law, provided no renewal is granted, or upon its forfeiture, termination, or revocation as provided for herein, the City shall have the right to require Grantee to remove, at Grantee’s sole expense, all or any part of the Cable System from all Streets and public ways within the Franchise Area within a reasonable period of time. If Grantee fails to do so, the City may perform the work and Grantee shall be responsible for the cost thereof. However, Grantee shall have no obligation to remove the Cable System where it utilizes the Cable System to provide non-Cable Services and has express authority under Applicable Law, which includes authority under Minnesota Statutes Chapter 237 if applicable, to maintain its facilities in the Streets and use them to provide such non-Cable Services, or where Grantee is able to find a purchaser of the Cable System who holds

such authority within a reasonable period of time, not to exceed sixty (60) days.

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

4-104 Operation In Streets And Rights-of-Way.

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

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

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

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

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

(5) Undergrounding. In no case may the Grantee install poles in areas of the City where underground facilities are generally used by the utilities already operating. Grantee shall place underground all of its transmission lines which are located or are to be located above or within the Streets of the City in the following cases:

(a) All other existing utilities are required to be placed underground by statute,

resolution, policy, or other Applicable Law;

(b) Grantee is unable to get pole clearance;

(c) Underground easements are obtained from developers of new residential areas; or

(d) Residents notify Grantee that they prefer underground installation of facilities (such undergrounding to be provided at cost paid by benefitted residents);

(e) If a resident prefers Grantee's underground installation of its facilities pursuant to Section 5(d) above, Grantee shall consult with the City on the design of the underground facilities, in accordance with City Code and Applicable Law.

(f) If an ordinance is passed which involves placing underground certain utilities including Grantee's cable plant which is then located overhead, Grantee shall participate in such underground project and shall remove poles, cables and overhead wires if requested by the City to do so and place facilities underground. Reimbursement to Grantee for the costs of such relocation and removal shall be consistent with Applicable Law; provided, however, that in no event is Grantee precluded from participating in such funding of the work.

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

(6) Restoration and Maintenance

(a) Restoration. Any Rights-of-Way, or any sewer, gas, or water main or pipe, drainage facility, electric, fire alarm, police communication or traffic control facility of the City, or any other public or private property, which is disturbed, damaged, or destroyed during the construction, repair, replacement, relocation, operation, maintenance, expansion, extension or reconstruction of the System shall be promptly and fully restored, replaced, reconstructed, or repaired by the Grantee, at its expense, to the same or better condition as that prevailing prior to the Grantee's work, to the extent consistent with City Code and other Applicable Law. It is agreed that in the normal course, with respect to fire and police department facilities and equipment, and water and sewer facilities, and other essential utilities and services, as determined by the City, such restoration, reconstruction, replacement, or repairs shall be commenced immediately after the damage, disturbance, or destruction is incurred, and the Grantee shall take diligent steps to complete the same, unless an extension of time is obtained from the appropriate City agency or department. All requirements of this section pertaining to public property shall also apply to the restoration of private easements and other private property. Grantee shall perform all restoration work within a reasonable time and with due regard to seasonal working conditions in accordance with City Code and other Applicable Law, and within a period not to exceed ninety (90) days. If Grantee fails, neglects, or refuses to make restorations as required under this section, then the City may do such work or cause it to be done, and the cost thereof to the City shall be paid by Grantee in accordance with City Code and other Applicable Law. If Grantee causes any damage to private property in the process of restoring facilities, Grantee shall repair such damage at its sole cost.

(b) Maintenance. Grantee shall maintain all above ground improvements that it places on City Right-of-Way pursuant to Applicable Law, City Code, and any permit issued by the City. In order to avoid interference with the City's ability to maintain the Right-of-Way, Grantee shall provide such clearance as is required by the City Code and any permit issued by the City. If Grantee fails to comply with this provision, and by its failure,

property is damaged, Grantee shall be responsible for all damages caused thereby.

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

(d) Grantee will verify that prior to the end of 2024 it provided its technicians (whether employees or independent contractors) with a training update on system maintenance standards and practices, including those for identifying and reporting system issues.

(7) Work on Private Property. Grantee shall in all cases comply with applicable sections of City Code, the Franchise, City resolutions and City regulations regarding trimming of trees upon and overhanging Streets, alleys, sidewalks, and public ways.

(8) Relocation. If requested by the City, Grantee shall in all cases comply with applicable sections of the City Code, this Franchise, City resolutions, and City regulations regarding relocation of Grantee's Cable System and comprising facilities.

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

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

4-105 Removal or Abandonment of System.

(1) Removal of Cable System. In the event that: (1) the use of the Cable System is discontinued for any reason for a continuous period of twelve (12) months; or (2) the Cable System has been installed in a Street without complying with the requirements of this Franchise, Grantee, at its expense shall, at the demand of the City remove promptly from the Streets all of the aerial portion of the Cable System other than any which the City may permit in writing to be abandoned in place. In the event of any such removal Grantee shall promptly restore the Street to a condition as nearly as possible to its prior condition the Street or other public places in the City from which the System has been removed in accordance with all requirements of the City Code and Section 4-103(9) above. However, Grantee shall have no obligation to remove the Cable System where it utilizes the system to provide other non-Cable Services and has any other authority under Applicable Law to maintain facilities in the public rights-of-way, or where Grantee is able to find a purchaser of the Cable System, acceptable to the City, who holds such authorization.

(2) Abandonment of Cable System. In the event of Grantee's abandonment of the Cable System, City shall have the right to require Grantee to conform to the state right-of-way rules, Minn. Rules, Chapter 7819, City Code, or any combination thereof, provided any required

compliance with City Code does not conflict with Minn. Rules, Chapter 7819. The Cable System to be abandoned in place shall be abandoned in the manner prescribed by the City. Grantee may not abandon any portion of the System without having first given at least three (3) months' written notice to the City. Grantee may not abandon any portion of the System without compensating the City for damages resulting from the abandonment. The System shall be deemed to be abandoned under this Franchise in the event Grantee fails to use the System continuously for a period of twelve (12) consecutive months to provide Cable Service or non-Cable services that it has the right to provide over the System under Applicable Law.

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

(4) City Options for Failure to Remove Cable System.

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

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

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

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

(5) System Construction and Equipment Standards. The Cable System shall be installed and maintained in accordance with standard engineering practices and shall conform to the National Electrical Safety Code, the National Electrical Code and the FCC's Rules and Regulations and Applicable Law.

(6) System Maps and Layout. In addition to any generally applicable mapping requirements included in City Code and required of other Public Right-of-Way users, Grantee shall maintain complete and accurate system maps, which shall include trunks, distribution lines, and nodes. Such maps shall include up-to-date route maps showing the location of the Cable System adjacent to the Streets. The level of detail in maps provided by Grantee shall be limited to that which is needed for the City's administration of the Streets. The maps shall be maintained and made available to the City in electronic form, in such form and format and using such Geographical Information System software, as the City may require, provided that if Grantee does not use the software in the ordinary course of business, the maps shall be made available to the City in an alternative electronic form acceptable to the City. Grantee shall make all maps available for review by the appropriate City personnel.

4-106 System Design and Capacity.

(1) Availability of Signals and Equipment.

(a) Grantee shall operate and maintain a state-of-the-art Cable System throughout the term of this Franchise. The Parties agree the existing Cable System is in compliance with this Section as of the Effective Date.

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

(c) Grantee agrees to maintain the Cable System in a manner consistent with, or in excess of the specifications in this Section 4-106 (System Design and Capacity) throughout the term of the Franchise with sufficient capability and technical quality to enable the implementation and performance of all the requirements of this Franchise, including the exhibits hereto, and in a manner which meets or exceeds FCC technical quality standards at 47 C.F.R. § 76 Subpart K, regardless of the particular format in which a signal is transmitted.

(d) If the System is incapable of transmitting Cable Service to a Subscriber in a quality and format purchased by the Subscriber, Grantee shall, at its sole cost, perform the technical work necessary, including replacing all Drops and/or associated passive equipment necessary as needed, for the System to transmit Cable Service to the Subscriber in the quality and format purchased by the Subscriber.

(2) System Specifications.

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

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

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

(d) Technical Standards. The technical standards used in the operation of the Cable System shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Systems pursuant to Title 47, Section 76, Subpart K of the Code of Federal Regulations, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference. The Cable System shall be installed and maintained as provided in Section 4-105(5) (System Construction and Equipment Standards) and in such manner that the Cable System shall not interfere with any installations of the City.

(3) System Upgrades. Grantee shall upgrade the Cable System consistent with future cable system upgrades performed by Grantee in the Anoka County when any other Grantee cable system is also upgraded, understanding work on the Cable System is done based on Grantee construction schedules.

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

Applicable Law:

- (a) Initial proof of performance for any construction;
- (b) Tests required in response to Subscriber complaints, pursuant to Section 4-105;
- (c) Tests required by the City to demonstrate Franchise compliance; and
- (d) Written records of all system test results performed by or for Grantee shall be maintained as required by FCC regulations, and shall be available for City inspection upon request.

(5) Special Testing.

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

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

(6) System Maintenance.

- (a) The Grantee shall interrupt Cable Service only for good cause and for the shortest time possible. Such interruption shall occur during periods of minimum use of the System. The Grantee shall use its best efforts to provide the City with at least twenty-four (24) hours prior notice of a planned service interruption, except for a planned service interruption which will have a minimal impact on Subscribers, meaning an interruption affecting less than one hundred (100) Subscribers or less than a fifteen (15) minute interruption.

- (b) Maintenance of the System shall be performed in accordance with the technical performance and operating standards established by FCC rules and regulations. Should the FCC choose to abandon this field and does not preempt the City's entry into this field, the City may adopt such technical performance and operating standards as its own, pursuant to the lawful exercise of its police powers. Grantee agrees to comply with such lawful modifications to the City Code; however, Grantee reserves all rights it may have to challenge such modifications to the City Code.

4-107 Programming and Services.

- (1) Categories of Programming Service. Grantee shall provide video programming services in at least the following broad categories:

- (a) Local Broadcast (subject to federal carriage requirements)
- (b) Public Broadcast
- (c) News and Information
- (d) Sports

- (e) General Entertainment
- (f) Arts/Performance/Humanities
- (g) Science/Technology
- (h) Children/Family/Seniors
- (i) Foreign Language/Culturally Diverse
- (j) PEG Access Programming (to the extent required by the Franchise)
- (k) Movies

(2) Changes in Programming Services. Grantee shall provide written notice to Subscribers and to the City of any channel additions, deletions, or realignments in compliance with Section 4-109(3)(b) (Regulation of Rates and Charges).

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

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

(5) Service to Public Buildings.

(a) The parties agree that as of the Effective Date of this Franchise, Grantee shall continue to provide complimentary Cable Service ("Complimentary Service"), subject to section 4-107(5)(b), to up to 3 outlets at certain schools, libraries and public institutions within the Franchise Area as set forth in **Exhibit A** and to CTN ("Cable Service to Public Buildings"). Cable Service to Public Buildings shall include all programming services and equipment for receiving Grantee's digital starter or equivalent tier of service. The City shall have the right to extend service to multiple outlets within the building with the costs of constructing additional outlets the responsibility of the City; provided such distribution can be accomplished without causing Cable System disruption and general technical standards are maintained.

(b) The parties further agree that Grantee shall continue to provide to City 10 additional high definition converter boxes (not including the equipment in Section 4-107(5)(a) that provide the same service as Cable Service to Public Buildings to use at municipal locations at the City's discretion. Grantee shall provide one X1 box to CTN to allow the City to adequately monitor the PEG Channels and all Cable Service provided by Grantee to Subscribers. In the event Grantee elects, to the extent permitted by Applicable Laws, to deduct the cost of Complimentary Services from Franchise Fees, the Grantee agrees that it will do so only after providing City with ninety (90) days prior written notice. The amount of any deduction shall be in accordance with Applicable Law, which as of the Effective Date is defined as Grantee's marginal cost to provide the Complimentary Services. Grantee will disclose in writing the amount to be deducted and provide documentation to support the calculation. The amount to be deducted may include all applicable fees and taxes only to the extent Grantee remits such fees and taxes to the regulatory or taxing entity. City may remove locations or change the level of cable service indicated on **Exhibit A**, or any future locations provided with Complementary Services under subsection (a), at any time upon written notice to Grantee. For any locations no longer receiving Complimentary Service, Grantee shall immediately cease all deductions from the Franchise Fee related to such locations. For changes to the level of Cable Service, Grantee and City shall follow the process set forth in this subsection (b) to agree in writing on the new amount of the deduction before Grantee takes any deductions from the Franchise Fee.

(c) Grantee agrees not to unfairly or unreasonably discriminate against the City with

respect to other Minnesota served local franchising authorities, with respect to the marginal costs to be deducted from Franchise Fees for Complimentary Services.

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

(7) Line Extension.

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

(b) Where the density is less than specified above, Grantee shall within a reasonable time inform Persons requesting Service that they may receive service by paying for installation or a line extension and if requested, provide them with a free written estimate of the cost within a reasonable time.

(c) Any residential unit located within one hundred fifty (150) feet from the existing distribution system shall be connected to the Cable System at no charge other than the standard installation charge. Grantee shall, within fifteen (15) Days request by any potential Subscriber residing in City beyond the one hundred fifty (150) foot limit, provide a quote identifying the costs and construction schedule associated with extending service to such Subscriber. Grantee shall perform the extension of service as soon as reasonably possible and in no event later than the date committed in the quote, excluding events covered by Section 4-117(13) herein. The Subscriber shall pay the net additional Drop costs, unless the Grantee agrees to waive said costs. To the extent consistent with Applicable Laws, Grantee agrees that it shall impose installation costs for non-standard installations in a uniform and nondiscriminatory manner throughout the City.

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

4-108 Public, Educational and Governmental Access.

(1) Number of PEG Access Channels.

(a) Upon the Effective Date of this Franchise, and after 90-days' notice from City, the Grantee will make available a minimum of four (4) Standard Definition ("SD") PEG Channels and three (3) High Definition ("HD") PEG Channels. Throughout the term of this Franchise Grantee shall provide the PEG Channels on every tier of service offered by the Grantee that includes the Basic Cable Service tier in accordance with Applicable Law. (within the Franchise Area) as may be offered by Grantee in accordance with Applicable Law.

(b) For purposes of this Franchise, HD format or signal refers to a PEG Channel signal delivered by Grantee to Subscribers in a resolution that is the resolution received by Grantee from the City, up to the highest resolution used for the delivery of the primary signals of local broadcast station. Grantee shall not be required to upconvert a PEG channel

signal, but shall pass through the PEG Channel signal to Subscribers as transmitted by the City without degradation of signal.

(c) PEG Access Channels and programming may be delivered by City to Grantee in SD or HD format as set forth herein. Grantee shall provide all necessary transmission equipment from the demarcation point and throughout Grantee's distribution system, in order to deliver the PEG Access Channels to Subscribers in the format received from the City and with no degradation of the signal or picture quality with which they were delivered; provided, that PEG Access Channel signals delivered in HD format to Grantee shall not require Grantee to deliver such HD signals to Subscribers except as set forth in this Section 7.

(d) Grantee will continue to carry the PEG Access Channels in SD format as long as there are SD Channels in Grantee's Basic Cable Service tier. If Grantee discontinues carriage of SD Channels, all of the PEG Access Channels shall be carried in HD format, and the number of HD PEG Channels required under this Franchise shall not exceed four (4).

(2) High Definition PEG Access Channels.

(a) The HD PEG Channels may duplicate the SD PEG Channels or may be programmed with different "best of" content, based on the City's sole discretion.

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

(3) Control of PEG Access Channels. The control and administration of the PEG Access Channels shall rest with the City. The City may delegate, from time to time over the term of this Franchise, such control and administration to such entities as it may determine in its sole discretion.

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

(5) PEG Access Channel Locations.

(a) PEG Access Channels shall be carried on the Basic Cable Service tier and every other service tier offered by Grantee to Subscribers in the Franchise Area as set forth in Section 4-108(1) above. Nothing herein precludes the Grantee from charging for equipment needed for Basic Cable Service. Grantee shall make every reasonable effort to coordinate cablecasting PEG Access programming on the Cable System on the same Channel designations as such programming is cablecast within the City as of the Effective Date. In no event shall any PEG Access Channel relocations be made prior to ninety (90) Days written notice to the City by Grantee. If relocated, Grantee will work with the City in good faith to identify new Channel locations such that the affected Access Channels will be located within reasonable proximity to existing broadcast Channels.

(b) Upon the Effective Date of the Franchise, the SD Access Channels will be located on Channels 14, 15, 16, and 18, and the HD Access Channels will be located within reasonable proximity to existing broadcast or news Channels, which are 859, 799 and 798.

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

(d) Grantee may not relocate any of the Access Channels more than once during the term of the Franchise unless otherwise required by Applicable Law for other programmers with specific Channel number rights that were in place as of the Effective Date or pursuant to an overall Channel reorganization of the entire Channel lineup. In the event a PEG

Access Channel is moved, Grantee, at Grantee's expense, will place notice of the PEG Access Channel change on its regular monthly billing for that month, upon City's request.

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

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

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

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

(9) PEG Transport. Grantee shall maintain all existing fiber paths for PEG transport in the City. Such fiber transports are listed in **Exhibit A** attached hereto. To the extent specifically required by Applicable Law, Grantee shall have the right to recoup the non-PEG capital maintenance costs on a marginal cost basis associated with the PEG transport as set forth in this Section 7.9. Grantee shall provide an invoice detailing its marginal costs to the City for such maintenance costs in accordance with the requirements of Applicable Law.

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

(11) Interconnection. To the extent technically feasible, Grantee will allow necessary interconnection with any newly constructed City, County and school fiber for noncommercial programming to be promoted and administered by the City as allowed under Applicable Laws and at no additional cost to the City or schools. This may be accomplished through a patch panel or other similar facility and each party will be responsible for the fiber on their respective sides of the Demarcation Point. Grantee reserves its right to review on a case-by-case basis the

technical feasibility of the proposed interconnection. Based on this review Grantee may condition the interconnection on the reasonable reimbursement of Grantee's incremental costs, with no markup for profit, to recoup Grantee's construction costs only.

(12) C-RAN. Grantee, upon request, shall, without charge or offsets, provide use of Grantee's Converged Regional Area Network (C-RAN) for delivery of live and recorded programming to and from the entities listed on **Exhibit B**, limited to three (3) multi-cast IP Channels, if the City cannot access the programming through the PRISMA Ring. This obligation shall terminate if Grantee no longer utilizes the C-RAN for its own business purposes. Grantee shall have no obligation to replace any network equipment currently located in its headend facility or at the City facility necessary to deliver or receive such programming over the C-RAN. Replacement of any decoding equipment necessary to receive the programming via the C-RAN will be the responsibility of the City and will require Grantee's approval to ensure equipment compatibility. If there are incremental equipment and maintenance costs specific to the PEG use of the C-RAN, Grantee will notify the City of such costs and allow the City the option of reimbursing Grantee for such costs or to cease using the C-RAN. Grantee shall not be responsible for providing a specific performance level over the C-RAN or resolving any transmission issues caused by incompatibility of audio or video file formats with interconnected equipment.

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

(14) PEG Streaming. Grantee agrees to include the PEG channels in its in-home streaming cable service application (currently Xfinity Stream), pursuant to 4-108(1). Grantee will use reasonable efforts to make the PEG channels available to Subscribers outside the home on its TV -TO-GO Application, or equivalent.

(15) Relocation of Headend. In the event Grantee relocates its headend, Grantee will be responsible for replacing or restoring the existing dedicated fiber connections to City's CTN studio at Grantee's cost so that all functions and capacity remain available, operate reliably, and satisfy all applicable technical standards and related obligations of the Franchise without charge to the City or its designated entities.

(16) Future PEG Origination Locations.

(a) At such time that the City determines:

(i) that the City desires the facilities and capacity to dedicate for long term use for the transmittal of recurring PEG programming to a cable headend or other point in the Cable System ("PEG Origination Location"), a new site from school, City facilities, other government facilities or other designated facilities (other than those indicated in paragraph 4-108(8)); or

(ii) that the City desires to establish or change a location from a current PEG Origination Location; or

(iii) that the City desires to upgrade the connection to Grantee from an existing PEG Origination Location, the City may elect to give Grantee written notice detailing the point of origination for the PEG Origination Location and the capability sought by the City. After such notice by City, Grantee shall be responsible for all PEG capital costs. Grantee shall have the right to recoup the non-PEG capital maintenance costs on a marginal cost basis associated with the PEG transport as set forth in Section 4-108(9). Grantee will implement any necessary Cable System changes within a

reasonable period of time. Nothing herein prevents the City, or a private contractor retained by the City, from constructing said return fiber. Grantee agrees that it shall not impose any recurring charge for the use of connections/ facilities that would be inconsistent with Applicable Law.

(17) PEG Access Channel Carriage.

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

(b) The City may request, and Grantee shall provide, additional PEG Access Channels as may be required by Minn. Stat. § 238.084.

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

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

(18) PEG Access Channel Support.

(a) Effective with the first Subscriber bill after the Effective Date of this Franchise, Grantee shall remit a PEG fee to the City of 2.3% of Grantee's Gross Revenues in support of PEG capital ("PEG Fee").

(b) The PEG Fee may be used by City for PEG capital costs in accordance with Applicable Law.

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

(d) The PEG Fee is not part of the Franchise Fee and, so long as it is used in accordance with Applicable Law, instead falls within one or more of the exceptions in 47 U.S.C. §542. The PEG Fee may be categorized, itemized, and passed through to Subscribers as permissible, in accordance with 47 U.S.C. §542 or other Applicable Laws. Grantee agrees that it will not offset or reduce its payment of past, present, or future Franchise Fees required as a result of its obligation to remit the PEG Fee so long as the PEG Fee is used in a manner consistent with this Section.

(e) The parties agree that PEG funding may be used to support streaming of PEG programming, provided the City does not permit PEG funding to be used for operational expenses if prohibited by Applicable Law.

(f) Any PEG Fees owing pursuant to this Franchise which remain unpaid more than twenty-five (25) Days after the date the payment is due shall be delinquent and shall thereafter accrue interest at ten percent (10%) per annum.

(19) PEG Technical Quality.

(a) Grantee will deliver the Access Channels to Subscribers so that it is viewable without degradation, provided that it is not required to deliver a PEG Access Channel at a resolution higher than the highest resolution used by Grantee in connection with the

delivery of local broadcast signals to Subscribers in the City. Grantee may implement SD/HD carriage of the PEG Access Channel in any manner (including selection of compression, utilization of IP, and other processing characteristics) that produces a signal as accessible, functional, useable and of a quality comparable (meaning indistinguishable to the viewer) to broadcast SD/HD channels carried on the Cable System.

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

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

(20) Change in Technology. In the event Grantee makes any change in the Cable System and related equipment and facilities or in its signal delivery technology, including, without limitation, relocation of Grantee's headend, which requires the City to obtain new equipment in order to be compatible with such change for purposes of transport and delivery of the PEG Access Channels, Grantee shall, at its own expense and free of charge to City or its designated entities, purchase such equipment for the City as may be necessary to facilitate the cablecasting of the PEG Access Channels in accordance with the requirements of the Franchise.

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

(22) Compliance with Minnesota Statutes Chapter 238. In addition to the requirements contained in this Section 4-108 of this Franchise, Grantee and City shall comply with the PEG requirements mandated by Minn. Stat. § 238.084.

4-109 Regulatory Provisions.

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

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

(3) Regulation of Rates and Charges.

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

(b) Notice of Change in Rates and Charges. Throughout the term of this Franchise, Grantee shall give the City and all Subscribers within the City at least thirty (30) Days' notice of any intended modifications or additions to Subscriber rates or charges. Nothing in this subsection shall be construed to prohibit the reduction or waiving of rates or charges in conjunction with promotional campaigns for the purpose of attracting Subscribers or users. Such notice shall state the precise amount of any rate change and briefly explain in readily understandable fashion the cause of the rate change. When the change involves the deletion of Channels, each Channel deleted must be separately identified. For purposes of the carriage of digital broadcast signals, Grantee need only identify for Subscribers, the television signal added and not whether that signal may be multiplexed during certain

dayparts.

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

4-110 Bond.

(1) Performance Bond. Upon the Effective Date of this Franchise and at all times thereafter until the Grantee has performed all of its obligations under this Franchise, Grantee shall, pursuant to the City Code, file with the City, a bond in the sum of One-Hundred Thousand Dollars (\$100,000) in such form and with such sureties as shall be acceptable to the City, conditioned upon the faithful performance by Grantee of this Franchise and upon the further condition that in the event Grantee shall fail to comply with any law, ordinance or regulation, there shall be recoverable jointly and severally from the principal and surety of the bond, any damages or losses suffered by the City as a result, including the full amount of any compensation, indemnification, or cost of removal of any property of Grantee, including a reasonable allowance for attorneys' fees and costs (with interest at two percent (2%) in excess of the then prime rate), up to the full amount of the bond, and which bond shall further guarantee payment by Grantee of all claims and liens against the City, or any public property, and taxes due to the City, which arise by reason of the construction, operation, maintenance or use of the Cable System.

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

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

(4) Procedure to Draw on Bond.

(a) The parties shall follow the procedure set forth in Section 4-112(1) of this Franchise regarding any draw on the Bond.

(b) In the event this Franchise is terminated in accordance with the procedure set forth in Section 4-112, the City shall be entitled to collect from the Bond that amount which is attributable to any damages sustained by the City as a result of said violation.

(c) Grantee shall be entitled to the return of the Bond, or portion thereof, as remains one hundred and twenty (120) Days after the expiration of the term of the Franchise or termination for violation thereof, provided the 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 violation.

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

4-111 Security Fund.

(1) Security Fund. Within thirty (30) Days of the Effective Date, Grantee shall establish and provide to the City or the Commission, on behalf of the City, as security for the faithful performance by Grantee of all provisions of this Franchise, an irrevocable letter of credit from a

financial institution satisfactory to the City or the Commission in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) ("Security Fund"). Failure to post the Security Fund shall constitute a material violation of this Franchise. The Security Fund shall serve as security for the faithful performance by Grantee of all the provisions of this Franchise and compliance with all orders, permits and directions of the City and the payment by Grantee of any claim, liens, costs, expenses and taxes due the City which arise by reason of the construction, operation or maintenance of the Cable System. The obligation to establish the Security Fund required by this paragraph is unconditional. If Grantee fails to establish the Security Fund as required, the City may take whatever action is appropriate to require the establishment of that Security Fund and may recover its costs, reasonable attorneys' fees, and an additional penalty of Five Thousand Dollars (\$5,000) in that action.

(2) Withdrawal of Funds. The Security Fund shall permit the City to withdraw funds upon demand (sight draft). Grantee shall not use the Security Fund for other purposes and shall not assign, pledge or otherwise use this Security Fund as security for any other purpose.

(3) Liquidated Damages. Subject to Sections 4-111(5) and 4-111(10), in addition to recovery of any monies owed by Grantee to City or damages to City as a result of any acts or omissions by Grantee pursuant to the Franchise, City in its sole discretion may charge to and collect from the Security Fund the following liquidated damages:

(a) For failure to provide data, documents, reports or information or to cooperate with City during an application process, audit, or System review, the liquidated damage shall be Two Hundred Fifty Dollars (\$250.00) per Day for each Day, or part thereof, such failure occurs or continues.

(b) For failure to comply with any of the provisions of this Franchise for which a penalty is not otherwise specifically provided pursuant to this Section 10.3, the liquidated damage shall be Two Hundred Fifty Dollars (\$250.00) per Day for each Day, or part thereof, such failure occurs or continues.

(c) For failure of Grantee to comply with construction, operation or maintenance standards, the liquidated damage shall be Five Hundred Dollars (\$500.00) per Day for each Day, or part thereof, such failure occurs or continues.

(d) For failure to provide the services Grantee has proposed, including but not limited to the implementation and the utilization of the PEG Channels, the liquidated damage shall be Two Hundred Fifty Dollars (\$250.00) per Day for each Day, or part thereof, such failure occurs or continues.

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

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

(6) Procedure for Draw on Security Fund. The parties shall follow the procedure set forth in Section 4-112 of this Franchise regarding any withdrawal from the Security Fund.

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

(8) Failure to Establish Security Fund. City may draw on said Security Fund for the whole amount thereof and hold the proceeds, without interest, and use the proceeds to pay costs

incurred by City in performing and paying for any or all of the obligations, duties and responsibilities of Grantee under this Franchise that are not performed or paid for by Grantee pursuant hereto, including attorneys' fees incurred by the City in so performing and paying. The failure to establish a Security Fund under Section 4-111(1) may also, at the option of City, be deemed a violation by Grantee under this Franchise. The drawing on the Security Fund by City, and use of the money so obtained for payment or performance of the obligations, duties and responsibilities of Grantee which are in default, shall not be a waiver or release of such violation.

(9) Replenishment of Security Fund. If the City exhausts the Security Fund during a given violation proceeding, Grantee shall have no obligation to replenish the Security Fund for such violation proceeding. However, Grantee must replenish the Security Fund as security for any future franchise violation. If the amount of the Security Fund established under Section 4-111(1) is not enough to secure the performance of the obligations described in Section 4-111(1), then the City must resort to the Bond provided in Section 9 or other enforcement mechanisms provided under Section 4-112.

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

4-112 Violation Procedure.

(1) Basis for Violation. City shall give written notice to Grantee if City, in its sole discretion, determines that Grantee has:

- (a) Violated any material provision of this Franchise or the acceptance hereto;
- (b) Violated any law, ordinance, rule, order, regulation or determination of the City, state or federal government, not in conflict with this Franchise;
- (c) Attempted to evade any provision of this Franchise or the acceptance hereof;
- (d) Practiced or attempted to practice any fraud or deceit upon City or Subscribers; or
- (e) Made a material misrepresentation of fact in the application for or negotiation of this Franchise;

The City may revoke this Franchise without the hearing required by Section 4-112(2) (Violation Procedure) herein if Grantee is adjudged a bankrupt.

(2) Violation Procedure. The written notice shall describe in reasonable detail the alleged violation so as to afford Grantee an opportunity to remedy the violation.

(a) Grantee shall have thirty (30) Days subsequent to receipt of the notice in which to correct the violation (or if such violation is of such a character as to require more than thirty (30) Days within which to cure the same, and Grantee fails to commence to cure the same within said thirty (30) Day period and thereafter fails to use reasonable diligence, in City's sole opinion, to cure such violation as soon as possible).

(b) Grantee may, within ten (10) Days of receipt of notice, notify the City that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Grantee shall specify with particularity the matters disputed by Grantee and shall stay the running of the above-described time until the City issues final findings of fact with respect to the violation. However, all penalties shall accrue from the date of the notice of violation until the City issues final findings of fact with respect to the violation.

(c) The City shall hear Grantee's dispute at the next regularly scheduled or specially scheduled meeting. Grantee shall have the right to speak and introduce evidence. The City shall determine whether Grantee has committed a violation and shall make written findings of fact relative to its determination.

(d) If after hearing the dispute, the violation is upheld by the City, then Grantee shall

have thirty (30) Days within which to remedy the violation.

(e) If Grantee fails to cure the violation within thirty (30) Days, such violation shall be a substantial breach and City may elect to terminate the Franchise, or establish and draw on the Bond or Security Fund as provided in Sections 4-111(9) or 4-111(10).

(f) The City may place the issue of termination of this Franchise before the governing body of City at a regular meeting. If City decides there is cause or reason to terminate, the following procedure shall be followed:

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

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

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

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

(4) Compliance with the Laws.

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

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

4-113 Foreclosure and Receivership.

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

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

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

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

4-114 Reporting Requirements.

(1) Quarterly Reports. Within forty-five (45) Days after the end of each calendar quarter, Grantee shall submit to the City along with its Franchise Fee payment a report showing the basis for computation of the Franchise Fee and the PEG Fee prepared by an officer of Grantee showing the basis for the computation of the Franchise Fees paid during that period in a form and substance substantially equivalent to Exhibit C attached hereto. This report shall separately indicate revenues received by Grantee within the City including, but not limited to such items as listed in the definition of "Gross Revenues" at Section 4-102 of this Franchise.

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

(3) Monthly Subscriber Data Report. Every other month Grantee shall provide the City with a Subscriber data report consistent with the information Grantee has historically provided over the prior franchise term.

(4) Public Records. Grantee acknowledges that information submitted by Grantee to the City may be open to public inspection under the Minnesota Government Data Practices Act ("MGDPA") pursuant to Minn. Stat. Chapter 13. The City shall follow all Applicable Laws and procedures for protecting any confidential and trade secret information of Grantee that may be provided to the City. Grantee acknowledges that the City shall at all times comply with the MGDPA related to the release of information and nothing herein shall be construed to waive or modify the City's obligations under the MGDPA.

(5) Communications with Regulatory Agencies.

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

course of operating Grantee's Cable System within the Franchise Area, Grantee shall make such documents available to City upon City's written request.

(b) In addition, Grantee and its Affiliates shall within ten (10) Days of any communication to or from any judicial or regulatory agency regarding any alleged or actual violation of this Franchise, City regulation, or other requirement relating to the System, use its best efforts to provide the City a copy of the communication, whether or specifically requested by the City.

(6) Open Records. Grantee shall manage all of its operations in accordance with a policy of keeping its records open and accessible to the City. The City, upon reasonable notice, shall have the right to inspect those records of the Grantee and Affiliates necessary to determine compliance by Grantee with its obligations under this Franchise. Such inspection shall take place at any time during Normal Business Hours at a Grantee business operations site within the Twin Cities of Minnesota. Grantee shall not deny the City access to Grantee's records on the basis that Grantee's records are under the control of an Affiliate or a third party, rather than the Grantee. In the case of Affiliates not under Grantee's direct control, Grantee shall not be subject to the remedies set forth in Section 11 provided that Comcast demonstrates to the City's reasonable satisfaction that it is unable to compel such Affiliate(s) to permit inspection of its records, and Grantee has:

(a) Made available for inspection all records under its control that are relevant to the determination of compliance; and

(b) Exercised all reasonable efforts to compel such Affiliate(s) to make such records available for inspection.

4-115 Customer Service Policies.

(1) Response to Customers and Cooperation with City. Grantee shall promptly respond to all requests for service, repair, installation, and information from Subscribers. Grantee acknowledges the City's interest in the prompt resolution of all cable complaints and shall work in close cooperation with the City to resolve complaints. Grantee shall provide the City with the name, address, and telephone number of an office that will act as the Grantee's agent to receive complaints, regarding quality of service, equipment malfunctions, billings, and similar matters. Grantee will maintain an "escalated complaint process" to address unresolved complaints from Subscribers. A team of specifically identified employees of Grantee shall be available to the City via email, for reporting and resolving customer service issues. These specifically identified employees of Grantee will have the ability to take actions to resolve Subscriber complaints relating to billing, property or service restoration, technical appointments, and any other Subscriber matters as reasonably required by the City. Grantee will follow-up with the City in writing by email (and by phone when necessary) with a summary of the results of the complaint(s).

(2) Customer Service Agreement and Written Information. Grantee shall provide to Subscribers a comprehensive service agreement and information in writing for use in establishing Subscriber service. The following information, at a minimum, shall be provided to Subscribers:

(a) Services to be provided and rates for such services.

(b) Billing procedures.

(c) Service termination procedure.

(d) Change in service notifications.

(e) Liability specifications.

(f) Converter/Subscriber terminal equipment policy.

(g) How complaints are handled including Grantee's procedure for investigation and resolution of Subscriber complaints.

(h) The name, address, and phone number of the Person identified by the City as responsible for handling cable questions and complaints for the City. This information shall be prominently displayed, and Grantee shall submit the information to the City for review and approval as to its content and placement on Subscriber billing statements. A copy of the written information shall be provided to each Subscriber at the time of initial Connection and any subsequent reconnection.

(3) Reporting Complaints

(a) The requirements of this Section 4-115(3) shall be subject to Applicable Law regarding Subscriber privacy. Grantee shall maintain customer service performance data available for City inspection. Subscriber data shall include the date, name, address, and telephone number of Subscriber complaint as well as the subject of the complaint, date, and type of action taken to resolve the complaint, any additional action taken by Grantee or the Subscriber. The data shall be maintained in a way that allows for simplified access of the data by the City.

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

(4) Customer Service Standards. The City hereby adopts the customer service standards set forth in the FCC's rules and regulations, as amended. The City reserves the right to enact additional consumer protection laws and/or customer service requirements to the extent such laws and requirements are not inconsistent with or preempted by the FCC's customer service standards. Grantee shall, upon request, provide City with information which shall describe in detail, as reasonably determined by the City, Grantee's compliance with each term and provision of this Section 4-115(5). Grantee shall comply in all respects with the customer service requirements established by this Franchise, the Cable Act, and the FCC.

(5) Local Office. Grantee shall maintain one or more convenient local customer service and bill payment locations for matters such as receiving Subscriber payments, handling billing questions, equipment replacement, and customer service information.

(6) Cable System Telephone Availability.

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

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

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

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

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

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

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

(f) Grantee shall utilize such equipment and software and keep such records as the

City may reasonably require to enable the City to determine whether Grantee is complying with all telephone answering standards required by this Franchise and applicable customer service regulations and laws, as amended from time to time. Grantee shall provide the City with a written quarterly report documenting Grantee's compliance with this Section 4-115(7).

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

(a) Standard Installations will be performed within seven (7) business days after an order has been placed. "Standard" Installations are those that are located up to one hundred and fifty (150) feet from the existing distribution system.

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

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

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

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

(8) Communications between Grantee and Subscribers.

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

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

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

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

(9) Billing.

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

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

(10) Subscriber Information.

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

(i) Products and Services offered;

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

(iii) Installation and Service maintenance policies;

- (iv) Instructions on how to use the Cable Service;
- (v) Channel positions of programming carried on the System;
- (vi) A copy of Grantee's refund policy for Cable Services; and
- (vii) Billing and complaint procedures, including the address and telephone number of the City's cable office.

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

(11) Notice or Rate Programming Change. Grantee shall provide notice to Subscribers of rate or Service changes in compliance with Section 4-109(3)(b) (Regulation of Rates and Charges) above.

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

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

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

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

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

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

(18) Notification of Complaint Procedure. Grantee shall have printed clearly and prominently on each Subscriber bill and in the customer service agreement provided for in Section 4-115(3), the twenty-four (24) hour Grantee phone number for Subscriber complaints. Additionally, Grantee shall provide information to Subscribers concerning the procedures to follow when they are unsatisfied with measures taken by Grantee to remedy their complaint. This information will include the phone number of the City office or Person designated to handle complaints. Additionally, Grantee shall state that complaints should be made to Grantee prior to

contacting the City.

(19) Subscriber Privacy.

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

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

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

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

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

(22) Refunds.

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

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

(ii) If any Subscriber terminates any monthly service because of failure of

Grantee to render the service in accordance with this Franchise, Grantee shall refund to such Subscriber the proportionate share of the charges paid by the Subscriber for the services not received. This provision does not relieve Grantee of liability established in other provisions of this Franchise; and

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

4-116 Compensation and Financial Provisions.

(1) Franchise Fees.

(a) During the term of the Franchise, Grantee shall pay to the City a Franchise Fee in an amount equal to five percent (5%) of Gross Revenues. These payments shall be calculated and remitted to the City on a quarterly basis. If any such law, regulation or valid rule increases the five percent (5%) Franchise Fee ceiling established by the Cable Act, then the City shall have the right to (but shall not be required to) increase the Franchise Fee accordingly, provided such increase is for purposes not inconsistent with Applicable Law.

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

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

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

(2) Auditing and Financial Records. - All amounts paid shall be subject to audit and recomputation by the City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount.

(a) If an audit or review discloses an overpayment or underpayment of franchise fees, the City shall notify Grantee of such overpayment or underpayment. The City's audit or review expenses shall be borne by the City unless the audit or review determines that the payment to the City should be increased by more than five percent (5%) in the audited/reviewed period, in which case the costs of the audit/review shall be borne by Comcast, up to a cap of \$25,000 as a cost incidental to the enforcement of the Franchise. Any additional amounts due to the City as a result of the audit or review shall be paid to the City within thirty (30) days following written notice to Grantee by the City of the underpayment, which notice shall include a copy of the audit/review report. If the recomputation results in additional revenue to be paid to the City, such amount shall be subject to a ten percent (10%) annual interest charge.

(b) The City shall have the right to inspect and to require Grantee to provide any and all data, documents and records maintained by Grantee (or maintained by an Affiliate or a third-party contractor/vendor on behalf of Grantee) reasonably related to the calculation and payment of franchise fees. The Grantee shall maintain such records, documents, and data for a minimum of six (6) years.

(c) Grantee shall have thirty (30) business days to respond fully and completely to

any written request for data, documents and records issued by the City, unless an extension of time is granted by the City in writing. Grantee may request an extension of the thirty (30) business days deadline applicable to a written request for data, information, and documents no later than ten (10) business days after the date of such request. Every request for an extension of time shall describe, in detail, the reasons the extension is necessary. The City may, in its sole discretion, grant or deny an extension request, and shall act reasonably in making such a determination based on the scope and complexity of the information request at issue and the facts cited by Grantee in its written extension request.

(d) In the event any franchise fee payment or recomputation amount is not made on or before the required date, Grantee shall pay, during the period such unpaid amount is owed, the additional compensation and interest charges computed from such due date, at an annual rate of ten percent (10%).

(e) Nothing in this Franchise shall be construed to limit any authority of the City to impose any tax, fee, or assessment of general applicability.

(f) The Franchise Fee payments required by this Franchise shall be in addition to any and all taxes or fees of general applicability. Grantee shall not have or make any claim for any deduction or other credit of all or any part of the amount of said Franchise Fee payments from or against any of said taxes or fees of general applicability, except as expressly permitted by Applicable Law. Grantee shall not apply nor seek to apply all or any part of the amount of said Franchise Fee payments as a deduction or other credit from or against any of said taxes or fees of general applicability, except as expressly permitted by Applicable Law. Nor shall Grantee apply or seek to apply all or any part of the amount of any of said taxes or fees of general applicability as a deduction or other credit from or against any of its franchise fee obligations, except as expressly permitted by law.

(g) Grantee shall ensure that Persons that only subscribe to non-cable service (e.g., Persons who subscribe only to high-speed Internet access, telephone service, alarm monitoring, or a combination of services that does not include cable service) are not assessed Franchise Fees on ancillary charges imposed by Grantee on such Subscribers, including, but not limited to, late fees, convenience fees, and non-sufficient funds (NSF) charges, unless the imposition of Franchise Fees is permitted by Applicable Laws.

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

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

at such parties' expense. Such participation shall not under any circumstances relieve Grantee from its duty of defense against liability or of paying any judgment entered against the City, its officers, or its employees. The City shall give the Grantee written notice of its obligation to indemnify within ten (10) business days of receipt of a claim or action pursuant to this subsection.

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

- (a) The policy shall provide coverage on an "occurrence" basis.
- (b) The policy shall cover personal injury as well as bodily injury.
- (c) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries, and property damage.
- (d) Broad form property damage liability shall be afforded.
- (e) City shall be named as an additional insured on the policy.
- (f) An endorsement shall be provided which states that the coverage is primary insurance with respect to claims arising from Grantee's operations under this Franchise and that no other insurance maintained by the City will be called upon to contribute to a loss under this coverage.
- (g) Standard form of cross-liability shall be afforded.
- (h) An endorsement stating that the policy shall not be canceled without thirty (30) Days' notice of such cancellation given to City.
- (i) City reserves the right to adjust the insurance limit coverage requirements of this Franchise no more than once every three (3) years. Any such adjustment by City will be no greater than the increase in the State of Minnesota Consumer Price Index (all consumers) for such three (3) year period.
- (j) Upon the Effective Date, Grantee shall submit to City a certificate documenting the required insurance, as well as any necessary properly executed endorsements. The certificate and documents evidencing insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Grantee has complied with all insurance requirements. Renewal certificates shall be provided to City prior to the expiration date of any of the required policies. City will not be obligated, however, to review such endorsements or certificates or other evidence of insurance, or to advise Grantee of any deficiencies in such documents and receipt thereof shall not relieve Grantee from, nor be deemed a waiver of, City's right to enforce the terms of Grantee's obligations hereunder. City reserves the right to examine any policy provided for under this paragraph or to require further documentation reasonably necessary to form an opinion regarding the adequacy of Grantee's insurance coverage.

4-117 Miscellaneous Provisions.

(1) Posting and Publication. This Franchise shall be published in accordance with Applicable local and Minnesota law.

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

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

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

(5) Prior Franchise Terminated. The cable television franchise originally granted by Ordinance 1702 is hereby terminated.

(6) Franchise Acceptance. No later than sixty (60) Days following City Council approval of this Franchise, Grantee shall execute and return to the City an original franchise agreement. The executed agreements shall be returned to the City accompanied by performance bonds, security funds, and evidence of insurance, all as provided in this Franchise. In the event Grantee fails to accept this Franchise, or fails to provide the required documents, this Franchise may, upon Council action, be rescinded. The Grantee agrees that despite the fact that its written acceptance may occur after the Effective Date, the obligations of this Franchise shall become effective on the Effective Date.

(7) Amendment of Franchise. Grantee and City may agree, from time to time, to amend this Franchise. Such written amendments may be made to address technology changes or advances subsequent to a review session pursuant to Section 4-103(6) (Periodic Public Review of Franchise) 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.

(8) Franchise Renewal. Any renewal of this Franchise shall be in accordance with Applicable Laws. The term of any renewed Franchise shall be limited to a period not to exceed fifteen (15) years.

(9) Notice.

(a) 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 the Grantee or the City's administrator of this Franchise during Normal Business Hours 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:

To the City:

City Manager
City of Coon Rapids
11155 Robinson Drive
Coon Rapids, Minnesota 55433

With Copies to:

Michael R. Bradley
Bradley Werner, LLC
2145 Woodlane Drive, Suite 106
Woodbury, MN 55125

To the Grantee:

Comcast Regional senior Vice President

10 River Park Place
St. Paul, MN 5510

(b) Such addresses may be changed by either party upon notice to the other party given as provided in this section.

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

(10) Rights of Individuals.

(a) Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, disability, national origin, age, gender, or sexual preference. Grantee shall comply at all times with all Applicable Laws relating to nondiscrimination.

(b) Grantee shall adhere to the applicable equal employment opportunity requirements of Applicable Laws, as now written or as amended from time to time including 47 U.S.C. Section 551, Protection of Subscriber Privacy.

(11) Rights Reserved to City. In addition to any rights specifically reserved to the City by this Franchise, the City reserves to itself every right and power to which it is entitled under Applicable Law.

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

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

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

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

(16) Compliance with Law.

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

(b) If any term, condition or provision of this Franchise or the application t hereof 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.

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

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

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

(20) No Waiver. All rights and remedies given to the City by this Franchise or retained by the 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 the City, at law or in equity, and such rights and remedies shall not be exclusive, but each and every right and remedy specifically given by this Franchise or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by the City and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

(21) Grantee Acknowledgment of Validity of Franchise. Grantee acknowledges that it has reviewed 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 the City has the power to make the terms and conditions contained in this Franchise.

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

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

(24) Competitive Equity. The City reserves the right to grant additional franchises or similar authorizations to provide video programming services via Cable Systems or similar wireline systems located in the public Rights-of-Way. It is not the City's intent to treat competitors in a discriminatory manner and to advantage one competitor over another by regulation. If the City grants such an additional franchise or similar authorization to use the public rights of way to provide such services and Grantee believes the City has done so on terms materially more favorable than the Material Obligations (defined below) under this Franchise, then the provisions of this paragraph will apply.

As part of the Grantee's franchise, the City has agreed upon the following terms as a condition of granting the franchise which terms may place the Grantee at a significant competitive disadvantage if not required of a competitor: a 5% franchise fee, PEG funding, PEG channels, and customer service obligations (hereinafter "Material Obligations").

Within one year of the adoption of the competitor's franchise or similar authorization, Grantee must notify the City in writing of the Material Obligations in Grantee's franchise that exceed the Material Obligations of the competitor's franchise or similar authorization. The City shall have sixty (60) days to agree to allow Grantee to adopt the same Material Obligations provided to the competitor, or dispute that the Material Obligations are different. In the event the City disputes the Material Obligations are different, Grantee may bring an action in federal or state court for a determination as to whether the Materials Obligations are different.

Nothing in this section is intended to alter the rights or obligations of either party under state law, and it shall only apply to the extent permitted under applicable FCC orders. In no event will the City be required to refund or to offset against future amounts due the value of benefits already received.

This provision does not apply if the City is ordered or required to issue a franchise on different terms and conditions, or it is legally unable to do so; and the relief is contingent on the new franchisee actually commencing provision of service in the market to its first customer. This provision does not apply to open video systems, nor does it apply to common carrier systems exempted from franchise requirements pursuant to 47 U.S.C. Section 571; or to systems that serve less than 5% (five per cent) of the geographic area of the City; or a system that only provides video services via the public Internet.

4-118 Acceptance Required. This Ordinance and Cable Television Franchise Agreement must be accepted by Comcast as provided in Section 4-117(6) of the Cable Television Franchise Agreement.

4-119 Repealer. Upon the effective date this Ordinance, Comcast's franchise as set forth in Ordinance No. 1702 shall be repealed and replaced by this Ordinance and Cable Television Franchise Agreement; and

4-120 Effective Date. This ordinance and Cable Television Franchise Agreement shall be effective fifteen (15) days from date of the publication.

Introduced this 23rd day of July, 2024.

Adopted this _____ day of _____, 2024.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk

Exhibit A

Fiber PEG Transport Lines

Coon Rapids Studio, 11215 Robinson Drive NW, Coon Rapids, MN 55433, to Comcast Hub

Complimentary Cable Service to Public Buildings

MORRIS BYE ELEMENTARY SCHOOL	11931 CROOKED LAKE BLVD NW	COON RAPIDS	55433
SAND CREEK ELEMENTARY SCHOOL	12156 OLIVE ST NW	COON RAPIDS	55448
NORTHDALE MIDDLE SCHOOL	11301 DOGWOOD ST NW	COON RAPIDS	55448
COON RAPIDS MIDDLE SCHOOL	11600 RAVEN ST NW APT A	COON RAPIDS	55433
COON RAPIDS SENIOR HIGH SCHOOL	2340 NORTHDALE BLVD NW	COON RAPIDS	55433
HOOVER ELEMENTARY SCHOOL	2369 109TH AVE NW	COON RAPIDS	55433
HAMILTON ELEMENTARY SCHOOL	1374 111TH AVE NW	COON RAPIDS	55433
RIVER TRAIL LEARNING CENTER ELEMENTARY SCHOOL	1700 COON RAPIDS BLVD NW	COON RAPIDS	55433
EISENHOWER ELEMENTARY SCHOOL	151 NORTHDALE BLVD NW	COON RAPIDS	55448
MISSISSIPPI ELEMENTARY SCHOOL	10620 DIRECT RIVER DR NW	COON RAPIDS	55433
POLICE DEPT	11155 ROBINSON DR NW	COON RAPIDS	55433
CTN - COMMUNITY TV	11215 ROBINSON DR NW	COON RAPIDS	55448
CIVIC CENTER	11155 ROBINSON DR NW	COON RAPIDS	55433
FIRE STATION 1	1460 EGRET BLVD NW	COON RAPIDS	55433
FIRE STATION 2	1199 121 ST AVE NW	COON RAPIDS	55448
FIRE STATION 3	3150 111 th AVE NW	COON RAPIDS	55433
CITY HALL	11155 ROBINSON DR NW	COON RAPIDS	55433
PUBLIC WORKS	1831 111 TH AVE NW	COON RAPIDS	55433

Exhibit B

CRAN Locations

Delivery of live and recorded programming to and from below listed entities on C-RAN

1. North Metro TV (NMTV) (1 receive channel and 1 send channel)
2. Quad Cities Community Television (QCTV) (1 receive channel and 1 send channel)
3. Town Square Television (1 receive channel and 1 send channel)

Exhibit C

Franchise Fee Payment Worksheet

CONFIDENTIAL



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

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

This statement represents your payment for the period listed above.

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