

**CITY OF FALCON HEIGHTS**  
City Council Workshop  
City Hall  
2077 West Larpenteur Avenue

**AGENDA**  
January 2, 2019  
6:30 PM

- A. CALL TO ORDER:
  
- B. ROLL CALL: LINDSTROM \_\_\_ LEEHY\_\_\_ HARRIS \_\_\_  
                MIAZGA \_\_\_ GUSTAFSON\_\_\_  
  
      STAFF PRESENT: THONGVANH\_\_\_ LOR\_\_\_
  
- C. PRESENTATIONS:
  
- D. POLICY ITEMS:
  - 1. Service Agreement - CTV
  - 2. Workshop Agenda Process
  - 3. Proposed 2019 City Fee Schedule
  
- E. INFORMATION/ANNOUNCEMENTS
  
- F. ADJOURNMENT:

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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	January 2, 2019
<b>Agenda Item</b>	Policy D1
<b>Attachment</b>	Proposed Agreement
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	Service Agreement - CTV
<b>Description</b>	<p>Dana Healy, Executive Director of NSCC/NSAC (aka CTV) will be present at the Workshop to make a short presentation and answer any questions the Council may have.</p> <p>The biggest change will be who will be the employer of Ms. Maureen Anderson. Ms. Anderson is currently the Production Coordinator for CTV, but on our payroll for video production. The recent changes would make Ms. Anderson solely a CTV employee and the City would contract for her services. In the past, if Ms. Anderson was on vacation or sick, she would have her son fill in. That is not the case anymore.</p> <p>Another CTV employee fills in for Ms. Anderson when she is on leave. The other participating communities have already approved the agreement.</p>
<b>Budget Impact</b>	N/A
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>· Proposed Service Agreement</li> <li>· 2015 Webcasting Agreement</li> </ul>
<b>Action(s) Requested</b>	This item will be on the January 9 <sup>th</sup> City Council Meeting.

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North Suburban Communications Commission • North Suburban Access Corporation  
2670 Arthur Street • Roseville, MN 55113 • Phone: (NSCC) 651-792-7500 (CTV) 651-792-7515 Fax: 651-792-7501 • www.CTVNorthSuburbs.org

October 15, 2018

Sack Thongvanh, City Administrator  
City of Falcon Heights  
2077 Larpenteur Ave W  
Falcon Heights, MN 55113

Dear Sack,

First, we'd like to thank you for Falcon Heights's partnership with the North Suburban Communications Commission and Access Corporation (dba CTV North Suburbs). We truly value the Falcon Heights community and want to continue to support the city through enhancing your communications.

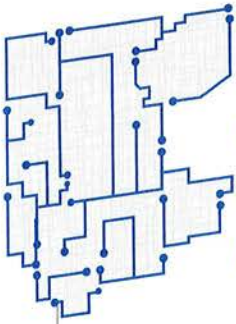
Due to a drastic 40% funding reduction of the PEG grant, CTV has had to reduce costs and reorganize in order to serve the cities to the best of our ability. We are dedicated to keeping your service rate as low as possible.

The increase cost of services will be 3% for cablecast and web streaming services, which has been the historic annual increase to cover supplies, licenses, and equipment improvements.

CTV's municipal production services was price-righted for \$32 per hour. Through logistical efficiency, we are able to cut down on set up and break down time to reduce the amount of hours needed. Falcon Heights will have approximately 96 hours this upcoming year of municipal services, which brings the cost in line to last year's annual cost.

For cablecasting, Falcon Heights requests 3 playbacks per day. The pricing structure for 2019 cablecast is \$1.14 per playback. For cities that participate in both webcasting and cablecasting, we provide a 50% discount for the cablecasting costs, which brings the playback rate down to \$0.57.

Falcon Heights's webcasting cost is based on usage. We have a 3 tier system based on how many meetings are webcasted each month. Falcon Heights is currently a Tier 1 user, which webcasts up to 4 regular meetings per month, with 4 floater meetings per year to be used at the city's discretion.



# North Suburban Communications Commission



Our introductory service to the cities this year is our Neighborhood Network program. If the cities chose to participate, CTV will produce *at least 2* productions a year related to Falcon Heights, which will also be webcasted, cable casted and archived for the city. This service is \$1 for the year. CTV will guarantee at least 2 productions, but we hope to produce more for you. This is our service to your city to provide more value and services without incurring additional costs.

Please let me know if you have any questions about the service agreement for 2019. Thank you.

Sincerely,

Dana Healy, Executive Director of NSCC/NSAC

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# North Suburban Access NSAC Professional and Technical Services Agreement

This contract is between the North Suburban Access Corporation, a Minnesota Municipal Corporation, (herein “the NSAC”) and the City of Falcon Heights, Minnesota (herein “the City”).

## Recitals

1. Under Minnesota law, the NSAC is empowered to provide such professional and technical services as are desired by the City.
2. The City desires to engage the NSAC for video webcasting services and archiving services (herein “the Services”).
3. The City represents that it is empowered to engage the NSAC.

## Agreement

### 1. Term of Contract

- 1.1. **Duration.** This Agreement will become effective January 1, 2019 and will remain in effect for a period of one (1) year. At the expiration of the one (1) year period, the Agreement will automatically renew for another period of one (1) year, unless notice to terminate this Agreement is provided no less than ninety (90) days prior to the end of the current term. If this Agreement is terminated prior to the completion of a one (1) year period, the NSAC will be entitled to payment, determined on a *pro rata* basis, for Services satisfactorily performed.
- 1.2. **Survival of Terms.** The following clauses will remain in effect after the termination of the Agreement: Section 5. Liability, Section 6. Government Data Practices and Intellectual Property, Section 8. Governing Law, Jurisdiction, and Venue; and Section 9. Disclosure.

### 2. Services Provided

- 2.1. **Services.** The NSAC will provide the Services described in Schedule A (attached).
- 2.2. **Additional Services.** The City may also request additional services during the term of the Agreement (see Section 1.1. Duration). If accepted by the NSAC, Schedule A will be amended to include a description of the

additional services and according compensation. Unless otherwise specified, all terms of this Agreement will apply to any amendments to Schedule A.

- 2.3. **Standard of Care.** To the extent any property, such as camera or computer equipment, is loaned by the NSAC to the City, the City will exhibit a standard of care consistent with Minnesota law.
- 2.4. **City Assistance.** Depending on the nature of the Services, the NSAC may from time to time require access to public and private lands or property. To the extent the City is legally and reasonably able, the City will provide access to and make provisions to enable the NSAC or its agents or employees to enter upon public and private land and property as required for the NSAC to perform the Services.

The City will furnish the NSAC with a copy of any special standards or criteria promulgated by the City relating to the Services, including, but not limited to, design and construction standards, that is necessary for the NSAC to prepare for its performance of the Services.

### 3. Payment

- 3.1. **Compensation.** The City will pay for all Services to be performed by the Contractor as specified in Schedule A (attached).
- 3.2. **Fee Adjustment.** The NSAC reserves the right to annually adjust the fees associated with the Services specified in Schedule A. Such adjustments, if any, will be enacted on January 1 of a given year. Prior to enacting any fee adjustments, the NSAC must provide written notice of such to the City at least one-hundred and twenty (120) calendar days prior to the effective date of the fee adjustment.
- 3.3. **Invoices.** The City must promptly pay the NSAC after the NSAC presents an invoice for those Services that have been actually performed. The NSAC must timely submit invoices.
- 3.4. **Event Cancellation.** The City agrees to pay 70% of the expected event amount for any cancellation unless sufficient prior notice is provided. "Prior Notice" is defined as at least 10 business days (including the day of the event) before the scheduled event.

### 4. Assignment, Amendments, Waiver, and Completeness

- 4.1. **Assignment.** The City may not assign, license, or transfer any rights or obligation under this Agreement without prior written consent of the NSAC and a fully executed Assignment Agreement, executed and



approved by the same parties who executed and approved this Agreement, or their successors in office.

- 4.2. **Amendments.** Any amendments to this contract must be made in writing and will not be effective until executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 4.3. **Waiver.** If the NSAC fails to enforce in a timely manner any provision of this Agreement, that failure does not waive the provision or the NSAC's right to enforce the provision.
- 4.4. **Completeness.** This Agreement contains all negotiations and agreements between the NSAC and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## **5. Liability**

The City must indemnify and hold harmless the NSAC, its agents, and its employees from any claims or causes of action, including attorney's fees incurred by the NSAC arising from performance of this Agreement by the City, its agents, or its employees. The clause must not be construed to preempt any legal remedies the NSAC may have for the City's failure to fulfill its obligations under this Agreement.

## **6. Government Data Practices and Intellectual Property**

- 6.1. **Government Data Practices.** To the extent applicable, the City and NSAC must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this Clause by either the City or the NSAC.

Each Party shall notify the other of any Data Practices Act request for video recordings created pursuant to this Agreement. All requests for the release or sale of video recordings created pursuant to this Agreement shall be directed to and fulfilled by the NSAC.

## **7. Endorsement**

The City must not claim that the NSAC endorses its products or services.

## **8. Governing Law, Jurisdiction, and Venue**

Minnesota Law governs this Agreement. Venue for all legal proceedings arising from this Agreement shall be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **9. Disclosure**

The City consents to disclosure of its social security number, federal employer tax identification number, and Minnesota tax identification number, to the Commission as is necessary for compliance with Minnesota and other applicable law.

## **10. Severability**

If any section or clause of this Agreement is held to be invalid or unenforceable, then the meaning of that section or clause shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save the section or clause, it shall be severed from this Agreement with respect to the matter in question, and the remainder of the Agreement shall remain in full force and effect. However, in the event that such a section or clause is essential or substantially alters the Agreement, the Parties shall negotiate a replacement section or clause that will achieve the intent of such unenforceable section or clause to the extent permitted by law.

## **11. Employment**

Employees of the NSAC performing work pursuant to this Agreement shall remain at all times employees only of the NSAC. The NSAC will be responsible for worker's compensation, salary, and training.

*[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]*

Dated: \_\_\_\_\_

**North Suburban Access Corporation**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Falcon Heights, City Administrator**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Schedule A. Services (Falcon Heights).

Service	Quote	
<p><u>Municipal Production Services:</u> The NSAC agrees to provide the following:</p> <ul style="list-style-type: none"> <li>• Provide a municipal producer to record and broadcast LIVE City Council meetings and Planning Commission meetings, not to exceed 8 hours per month or 96 hours per year.</li> <li>• Additional services related to municipal production services will be billed at a flat rate of \$40 per hour;</li> <li>• Equipment and meeting room preparation;</li> <li>• Provide the NSAC the timing of the discussion of agenda items for web links.</li> </ul> <p>The City agrees to provide the following:</p> <ul style="list-style-type: none"> <li>• Provide a weekly schedule of live and/or recorded events of shows at least one week in advance of first event/show on the schedule.</li> <li>• Provide the NSAC with the name and telephone number and email address of an emergency contact who can answer questions about the cablecast and/or encoding of live events.</li> </ul>	<p>\$3,072 per year</p> <p>New customer discount price: \$1,475</p>	<p>\$1,475</p>
<p><u>Cablecasting Services:</u> The NSAC agrees to provide the following:</p> <ul style="list-style-type: none"> <li>• Live broadcasting of City Council meetings and applicable Advisory Commission meetings on appropriate channels;</li> <li>• Schedule the City channel with up to 4 premiers of programming, and 17 reruns of programming per week, totaling 21 playbacks per week;</li> <li>• Coordination of 1 Carousel per month at \$5 per Carousel, per month. This does not include labor to manage the Carousel;</li> </ul> <p>The City agrees to provide the following:</p> <ul style="list-style-type: none"> <li>• Monthly schedule of cablecast playbacks.</li> </ul>	<p>\$679.44 per year</p>	<p>\$679.44 per year</p>
<p><u>Web streaming Services:</u> The NSAC agrees to provide the following:</p> <ul style="list-style-type: none"> <li>• Live web streaming of City Council meetings and Planning Commission meetings, no more than 4 regular programs per month.</li> </ul>	<p>\$1,986.72 per year</p>	<p>\$1,986.72</p>

Schedule A. Services (Falcon Heights).

<ul style="list-style-type: none"> <li>• Encoded meetings and the accompanying agendas posted within 24 hours on the NSAC’s website;</li> <li>• Post links between agenda items and their video discussion;</li> <li>• Storage of recorded videos for up to 6 months.</li> </ul> <p>The City agrees to provide the following:</p> <ul style="list-style-type: none"> <li>• Provide the NSAC with monthly schedule of all live meetings to be streamed and/or encoded for posting on the NSAC’s website;</li> <li>• Notify the NSAC as soon as possible of the cancellation of a live event, including city meeting, which is scheduled for playback, of any change in the day or beginning time of any live event, including city meeting, or of any additions of special meeting to the schedule;</li> <li>• Provide the NSAC with the name and telephone number for a main contact of the cablecast.</li> <li>• Chapter marking information on the agenda will be provided by the City for meetings not utilizing the NSAC’s municipal producers.</li> </ul>		
<p><u>Consultation:</u> The NSAC agrees to provide the following:</p> <ul style="list-style-type: none"> <li>• Audio/Visual equipment maintenance related to municipal meeting coverage and delivery; and</li> <li>• Audio/Video equipment planning, and/or installation.</li> </ul>	<p>\$80 per hour. Proposal for projects will need a contract</p>	<p>-</p>
<p><u>Neighborhood Network Services:</u> The NSAC agrees to provide the following:</p> <ul style="list-style-type: none"> <li>• Produce at least 2 productions a year for the City, at the discretion of the NSAC;</li> <li>• Cablecast, web stream, and distribute via link to the City the final product;</li> <li>• Storage of recorded videos for up to 6 months.</li> </ul> <p>The City agrees to provide the following:</p> <ul style="list-style-type: none"> <li>• Submit to the NSAC monthly production requests.</li> </ul>	<p>Introductory rate of \$1 per year</p>	<p>\$1</p>
<p><b>Total</b></p>		<p>\$4,142.16 per year</p>

Schedule A. Services (Falcon Heights).

**AGREEMENT FOR WEBCASTING SERVICES PROVIDED  
BY NORTH SUBURBAN ACCESS CORPORATION (dba CTV North Suburbs)**

North Suburban Access Corporation, dba CTV North Suburbs (CTV), hereby agrees to provide municipal video webcasting services to the City of Falcon Heights (City) in return for financial consideration as outlined in the agreement.

1. CTV Agrees that it will:

a. Post live and/or encoded city meetings on the city's website. Live meetings will be streamed live, while encoded meetings will be posted within 24 hours.

b. For encoded meetings, post within 24 hours the accompanying agendas. CTV will post links between agenda items and their video discussion within 24 hours of receipt of timing provided by city staff.

c. Provide technical troubleshooting assistance for audio and/or video problems with the programming. If city equipment and/or procedures, or those of a city contractor, are the cause of the problem, CTV will deduct the time involved in troubleshooting and, if requested, correct the problem using the city's "100 hours" allotment of CTV's Municipal Assistance Program. If city equipment and/or procedures, or those of the city contractor, are not the cause of the problem, CTV will troubleshoot and, if requested, correct the problem at no charge to the city.

2. City Agrees that it will:

a. Provide CTV's master control operator(s) with monthly schedule of all live meetings to be streamed and/or encoded for posting on the city's website.

b. Notify CTV's master control operator(s) as soon as possible of the cancellation of a live event, including city meeting, which is scheduled for playback; of any change in the day or beginning time of any live event, including city meeting, or of any additions of special meetings to the schedule.

c. Provide to CTV staff the timing of the discussion of agenda items for web links.

d. Provide CTV's master control operator(s) with the name and telephone number(s) and e-mail address of a contact who can answer questions about the cablecast and/or encoding of live events.

3. Liability

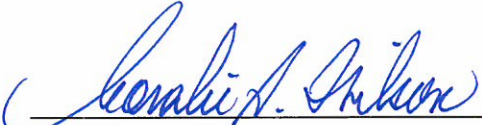
CTV is not responsible for the content of any live or recorded programming provided by the City and encoded for web streaming.

4. . Compensation

a. From January 1, 2015, through December 31, 2015, City agrees to pay CTV \$150.00 per month, as billed on a quarterly basis.

b. This contract will automatically renew yearly with a nominal increase effective on a yearly basis.

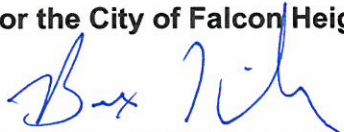
**For North Suburban Access Corporation (CTV North Suburbs)**

  
\_\_\_\_\_  
Coralie A. Wilson, Executive Director

3.30.15

Date

**For the City of Falcon Heights (City)**

  
\_\_\_\_\_  
Brent Fischer  
City Administrator

3/10/15

Date





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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	January 2, 2019
<b>Agenda Item</b>	Policy D2
<b>Attachment</b>	N/A
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	Workshop Agenda Process																									
<b>Description</b>	<p>Council Member Miazga would like to discuss the process for getting workshop items approved and tracking them.</p> <p>The items listed below are agenda items that were brought to me or they were items that staff needed to discuss and receive direction. Unless there is a deadline, I fit the items into my schedule depending on what is needed for research, notices and collaboration with other partners or agencies.</p> <p>Depending on the agenda items, there is a formal process for installing permitted parking signs in neighborhoods. A petition is required and at least 75% of property owners on the proposed permitted parking street need to approve. The petition is only used as a mechanism to be put the issue on the agenda.</p> <p>Agenda Items from 2018:</p> <table border="1"> <tr> <td>Administrative Fines</td> <td>Vacant Properties</td> <td>Small Wireless Facilities</td> </tr> <tr> <td>Not For Sale Day</td> <td>Tobacco Sales –T21</td> <td>Bush Foundation Grant</td> </tr> <tr> <td>Hendrickson Senior Housing Project</td> <td>Citizen of the Year Award</td> <td>SolSmart-Solar Checklist</td> </tr> <tr> <td>Restoration and Unity Days</td> <td>City Hall –Solar Panels</td> <td>Code Enforcement – Nuisances</td> </tr> <tr> <td>22040 Comp Plan</td> <td>Fire and Inspection Services – City of Lauderdale</td> <td>Community Survey</td> </tr> <tr> <td>City Council Vacancy</td> <td>Emerald Ash Borer</td> <td>Budget (August – December)</td> </tr> <tr> <td>City Fire Inspections</td> <td>Curtiss Field-Half Basketball Court</td> <td>Xcel Franchise Fees</td> </tr> <tr> <td>Green Step Cities</td> <td>43 Resolutions</td> <td>10 Ordinances</td> </tr> </table>		Administrative Fines	Vacant Properties	Small Wireless Facilities	Not For Sale Day	Tobacco Sales –T21	Bush Foundation Grant	Hendrickson Senior Housing Project	Citizen of the Year Award	SolSmart-Solar Checklist	Restoration and Unity Days	City Hall –Solar Panels	Code Enforcement – Nuisances	22040 Comp Plan	Fire and Inspection Services – City of Lauderdale	Community Survey	City Council Vacancy	Emerald Ash Borer	Budget (August – December)	City Fire Inspections	Curtiss Field-Half Basketball Court	Xcel Franchise Fees	Green Step Cities	43 Resolutions	10 Ordinances
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<b>Action(s) Requested</b>	Staff is looking for direction on how to proceed.																									

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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	January 2, 2019
<b>Agenda Item</b>	Policy D3
<b>Attachment</b>	N/A
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	Proposed 2019 City Fee Schedule
<b>Description</b>	Proposed changes to be discussed at the meeting. Staff is currently finalizing the changes.
<b>Budget Impact</b>	N/A
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>· Proposed 2019 City Fee Schedule (Handout at the Workshop)</li> </ul>
<b>Action(s) Requested</b>	This item will be on the January 9 <sup>th</sup> City Council Meeting.