

City of Falcon Heights
Regular Meeting of the City Council
City Hall
2077 W. Larpenteur Avenue

July 29, 1998
A G E N D A

- A. CALL TO ORDER: 7 p.m.
- B. ROLL CALL: GEHRZ ___ GIBSON TALBOT ___ HUSTAD ___
 JACOBS ___ KUETTEL ___ HOYT ___ ASLESON ___
 ATTORNEY ___ ENGINEER ___
- C. COMMUNITY FORUM
- D. APPROVAL OF MINUTES: July 1, 1998 (Tab #1)
 July 15, 1998
- E. CONSENT AGENDA:
1. Disbursements (Tab #2)
 2. Licenses (Tab #2)
 3. Step increase for Parks/Public Works Maintenance Worker (Tab #3)
 4. Acceptance of donation of CPR mannequin(s) from SGI (Tab #3)
 5. Scheduling public hearing to assess the University of Minnesota for Hoyt Avenue reconstruction (Tab #4)
 6. Approval of computer purchases (Tab #5)
 7. Authorization to purchase overhead doors for the parks/public works garage and fire department (Tab #5)
 8. Schedule council meeting for 7:00 pm August 20, 1998 (Tab #6)
 9. Proposed revision in the "Guidelines During the State Fair" to clarify that posted State Fair parking restrictions are enforceable throughout the Fair (Tab #7)
 10. Fund transfers from Infrastructure fund to the Hoyt Avenue Improvements fund and the NE Quadrant Street Improvements fund. Also, a fund transfer to close the Lindig Street Improvements fund to the Infrastructure fund. (Tab #8)
 11. Awarding contracts for tree removal and incidental tree trimming for 1998 (Tab #9)
- F. POLICY AGENDA:
1. Approval of Ordinances 98-05 and 98-06 and Resolution 98-18 approving a new Cable Television franchise agreement (Tab #10)
 2. Consideration of amendment to the city's assessment policy related to tax exempt properties on corner lots (Tab #11)
 3. Report on the University of Minnesota response to covenants for the Cleveland Avenue site for the proposed Women's Intercollegiate Soccer Stadium (Tab #12)
 4. Report on the Site Design Task Force (Tab #13)
 5. Proposed schedule for 1999 budget workshops (Tab #14)
 6. Entrance improvements at Community Park/cooperative information posting project with University of Minnesota (Tab #15)
- G. INFORMATION AND ANNOUNCEMENTS:
- H. ADJOURN

**CITY OF FALCON HEIGHTS
REGULAR CITY COUNCIL MEETING
MINUTES OF JULY 1, 1998**

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Mayor Gehrz convened the meeting at 7:03 p.m.

PRESENT

Gehrz, Gibson Talbot, Hustad, Jacobs, and Kuettel. Also present was Hoyt, Asleson and Knutson.

COMMUNITY FORUM

There was no one wishing to take advantage of the community forum.

MINUTES OF JUNE 24, 1998

Minutes were approved by unanimous consent with two minor corrections.

CONSENT AGENDA APPROVED

Councilmember Hustad moved approval of the following consent agenda. The motion passed unanimously.

1. Cancellation of the July 8, 1998 city council meeting
2. Reappointment of Clem Kurhajetz and Al Hernandez to the Fire Department

POLICY AGENDA

**REPORT ON THE UNIVERSITY OF MINNESOTA MASTER PLAN AND LAND USE
PLANNING PRINCIPLES RELATED TO THE PROPOSED UNIVERSITY OF MINNESOTA
WOMEN'S SOCCER STADIUM**

Mayor Gehrz and Councilmember Hustad gave background information regarding the city's contact with the University of Minnesota and the proposed women's soccer stadium. This contact included three meetings of a city task force with University officials. At the last task force meeting, University officials announced that the stadium issue would be considered on the July 9, 1998 Regent's agenda. This is proceeding despite written assurances from President Yudof that the matter would not be considered in July.

The city's planning consultant, John Shardlow, gave his analysis of the planning issues associated with the stadium. His points were as follows:

- The site of the proposed women's soccer stadium is located within the corporate limits of Falcon Heights and owned by the University of Minnesota. However, the State Constitution grants exclusive land use (zoning) authority to the University.
- The University developed a Campus Master Plan in 1996. The University used a good process to develop the plan that involved members of the community, including representation from Falcon Heights. The University Regents directed

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that this plan be used to direct future development of the campus "in accordance with the four planning principles and that the policies, procedures, and strategies therein will be the basis for all future master planning decisions."

- The Campus Master Plan states that the current use of the subject property as soccer fields shall be continued. The plan states "The fields should be preserved and their role in recreational sports acknowledged." The plan also shows, graphically, the long term build out of the St. Paul campus. There are no buildings shown on the soccer field site. Clearly, a soccer stadium on this site is not in conformance with the University's Campus Master Plan.
- The placement of a stadium directly adjacent to residential homes is not appropriate. A survey of park and recreation directors throughout the metropolitan area shows that intensive recreational uses are not permitted right next to residential areas. A national check of ordinances throughout the country shows that virtually without exception, facilities of this type are to be located well away from residential neighborhoods.
- Two other site related concerns include lack of parking on or near the site and noise problems. The sound information submitted by the University was found to be insufficient to determine the noise impact of the stadium by an independent engineer who specializes in noise studies. The engineer states that, in his opinion, there is a very good chance that the stadium will be found in violation of the State's noise standards.
- In conclusion, Shardlow reiterated that the proposed stadium is inconsistent with the provisions of the Campus Master Plan and that it is not a suitable use of the land at the proposed location.

McKinley Boston, Vice President of Student Athletics at the University, promised to report the concerns of the community to the appropriate University officials.

Jane Prince, legislative aide to St. Paul Councilmember Jay Benanav, reported that the City of St. Paul is actively pursuing soccer sites and is interested in pursuing a shared soccer venue with University and Ramsey County. Mayor Norm Coleman of St. Paul supports Falcon Heights' wish to slow the building process and consider other available sites (a letter from Mayor Colemand was submitted into the record.)

Ted Kellogg, representing the 1666 Coffman Condominium homeowner's association, presented a petition of 116 residents in opposition to the proposed stadium. He commended Planner Shardlow's report and expressed his hope that the University reconsiders this location for the stadium.

Robert Hudec, representing the University-Grove homeowner's association, presented a petition of 111 residents in opposition to the proposed stadium. He stated that the University's rigid criteria for a new stadium will prevent them from seriously considering other sites. The University feels that it must build the stadium immediately in order to be

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in compliance with Title IX criteria. Hudec stated his belief that the federal government would be unlikely to sanction the University for not building immediately given that the funds for the stadium have been raised.

Scott Hamilton, representing homeowners in the St. Anthony Park neighborhood, read a statement of opposition to the stadium that was passed by the District 12 Community Council. He also presented a petition of 124 residents in the immediate area in opposition to the stadium. The neighbors are concerned about negative secondary impacts such as noise and parking congestion.

Mary Jo McGuire, District 54A State Representative, representing Falcon Heights, stated that she supports the University and women's soccer stadium, but not at the proposed location. She stated that the University did a poor job of involving the community in the planning of the stadium and that she supports having the final location decision delayed. McGuire stated that the University may have land use control over the area but the legislature has future funding authority.

Alice Hausman, District 60A State Representative, representing the St. Anthony Park neighborhood of St. Paul, noted that parking is a real concern for her constituents, as there is no additional parking proposed for the stadium. She is also concerned about the volume of future stadium use. Given that soccer is a fast-growing sport, there will be pressure to hold more than the planned eight to eleven games per year.

Janice Rettman, District 3 Ramsey County Commissioner representing Falcon Heights, expressed her concerns about the impact of the stadium on the livability in the University-Grove and 1666 Coffman neighborhoods. Rettman stated that county staff will share knowledge of other potential site with the city. However, this site should be rejected.

Councilmember Gibson Talbot read the following statement from District 54 State Senator John Marty, representing Falcon Heights:

"A women's soccer team will be a very high quality competitive team and deserves to be planned for growth, because it should grow and will grow.

"How can a facility like this be planned without showers? If it is not a major competition team then it wouldn't make sense to build a stadium at all. This stadium makes it clear that it is a top competitive team so all the additional things like showers should be part of it. The team deserves it and it is a waste of \$2 million not to build it so it can be a full service, active stadium with room to grow.

"How can you plan for no growth in the sport including spectators? The 12 year olds of today play more soccer than any other sport and when they are 18 they'll go to soccer games before they go to baseball and football games because that is what they grew up with. Planning a stadium with no future growth in parking and seating is not reasonable and a poor use of \$2 million.

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"Given the popularity of soccer and the cry for soccer field throughout the metro area, why are you planning on limiting the use to 10 games per year? It is not a good use of public money to build a stadium in the metro area and then use it for only eight to ten games a year when there are so many others who want to use it and will push to use it and pay to use it.

"Do you really anticipate that given the enthusiasm for soccer that in the next ten years there will not be a men's soccer team at the U of M that will need space? The trends are so clear and the demand for this men's team will come up as other sports lose popularity. Saying 'no' will be difficult and not respond to changing personal sports tastes."

Gibson Talbot concluded Marty's statement by noting that Senator Mary is disappointed with the way the city and the community have been handled by the University, which is a powerful, independent organization, during this process.

Councilmember Hustad stated that if the University could harness the energy of the people in the audience toward finding an appropriate site for the stadium, a great site could be found.

Councilmember Gibson Talbot stated that the appropriate course of action is clear: the University should slow the process, use the talent of the people in the audience toward finding a better site, and soccer will thrive.

CONSIDERATION OF RESOLUTION 98-17, REQUESTING THAT THE UNIVERSITY OF MINNESOTA BOARD OF REGENTS REMOVE THE CLEVELAND AVENUE SITE AS A SITE FOR A WOMEN'S SOCCER STADIUM AND THAT THE BOARD OF REGENTS FOLLOW THE MASTER PLAN DOCUMENT IN MAKING LAND USE DECISIONS

Councilmember Jacobs read the proposed resolution into the record.

Councilmember Kuettel moved adoption of Resolution 98-17, requesting that the University of Minnesota Board of Regents remove the Cleveland Avenue site as a site for a women's soccer stadium and that the Board of Regents follow the Master Plan document in making land use decisions. The motion passed unanimously.

ADJOURNMENT

The meeting adjourned at 8:28 p.m.

Susan L. Gerhz, Mayor

Carla Asleson
Recording Secretary

CITY OF FALCON HEIGHTS
City Council Meeting
15 July 1998

PRESENT: Mayor Gehrz
Councilmembers Gibson Talbot, Hustad, Kuettel

ALSO PRESENT: Susan Hoyt, City Administrator
Roger Knutson, City Attorney

ABSENT: Councilmember Jacobs

The meeting was called to order at 4:05 p.m. by Mayor Sue Gehrz.

Councilmember Kuettel moved the consent agenda. It passed unanimously.

Councilmembers discussed the information that was provided at the meeting at 1666 Coffman on Thursday, July 9, 1998. Attorney Roger Knutson discussed the potential legal case against the University.

Councilmember Gibson Talbot moved to adopt the Declaration of Restrictive Covenant governing the use of the University of Minnesota Women's Intercollegiate Soccer Stadium property. The motion passed unanimously. The council directed Attorney Roger Knutson to handle all the discussion on the covenants and related issues.

The council agreed that the Site Design Task Force looking at the site should begin meeting only after the President of the University guaranteed the city that the covenants were accepted and would be recommended to the Board of Regents at the September 11, 1998 meeting.

The meeting was adjourned at 5:40 p.m.

Susan Hoyt
Recording Secretary

CONSENT 1
Meeting Date: 7/29/98

ITEM DESCRIPTION: Disbursements

SUBMITTED BY: Roland Olson, City Accountant

EXPLANATION/SUMMARY:

1. General disbursements through 7/23/98, \$87,940.62
2. Payroll from 7/1/98 to 7/15/98, \$14,344.40

ACTION REQUESTED: Approval

APPROVAL OF BILLS
 PERIOD ENDING: _7-23-98

CHECK#	VENDOR NAME	DESCRIPTION	DEPT.	AMOUNT
	HOWARD GREEN COMPANYC.	HOYT AVE ISSUES	-----	268.90
	NORTHWEST YOUTH & FAMILY	8/98 SERVICES	-----	4,682.10
	*** TOTAL	FOR DEPT 00		4,951.00
	FOCUS NEWS	FINANCIAL REPORT	LEGISLAT	441.15
	FOCUS NEWS	ORD 98-04	LEGISLAT	102.00
	KUETTEL, LAURA	DULUTH MN LEAGUE CITIES	LEGISLAT	300.39
	*** TOTAL	FOR DEPT 11		843.54
	CARLA ASLESON	U OF M TAPES	ADMINIST	12.00
	CARLA ASLESON	MILEAGE	ADMINIST	19.76
	CARLA ASLESON	POSTAGE	ADMINIST	2.77
	AMERICAN OFFICE PRODUCTS	TONER,RIBBONS,PAPER PADS	ADMINIST	82.37
	AMERICAN OFFICE PRODUCTS	DAYTIMER, PENCILS	ADMINIST	26.11
	BANK CARD CENTER-FBS	POSTAGE STAMPS	ADMINIST	480.00
	BANK CARD CENTER-FBS	POSTAGE STAMPS	ADMINIST	20.00
	BANK CARD CENTER-FBS	PHOTOCOPY SOCCER MATERIA	ADMINIST	32.51
	BANK CARD CENTER	DULUTH MN LEAGUE OF CIT	ADMINIST	334.14
	ICMA RETIREMENT TRUST 457	7/98 CARLA	ADMINIST	200.00
	MIDWEST DELIVERY SERVICE	DELIVERYS SOCCER ISSUES	ADMINIST	68.35
36449	MN DEPARTMENT OF REVENUE	7/15 ST WITHHOLDINGS	ADMINIST	896.83
36450	SWENSON, DEE	REFUND OVERPYMT ON INS	ADMINIST	28.28
36448	PERA	7/15 PERA WITHHOLDINGS	ADMINIST	1,406.02
	RAMSEY COUNTY	7/98 INS PREMIOUMS	ADMINIST	3,100.65
	BRODERICK, BERNARD	MILEAGE REIMBURSEMENT	ADMINIST	10.60
	COORDINATED BUS. SYSTEMS,	3RD QTR COPIER SUPPORT	ADMINIST	523.02
	*** TOTAL	FOR DEPT 12		7,243.41
	CAMPBELL KNUTSON	5/98 AND 6/98 LEGAL	LEGAL	1,562.00
	*** TOTAL	FOR DEPT 14		1,562.00
	CARLA ASLESON	NAMETAGS	ELECTION	7.99
	CARLA ASLESON	MILEGE	ELECTION	11.96
	*** TOTAL	FOR DEPT 15		19.95
	CARLA ASLESON	SPECIAL EVENTS EXP	COMMUNIC	8.52
	BANK CARD CENTER-FBS	POP-VOLUNTEERS EVENT	COMMUNIC	24.08
	INSTY-PRINTS PLUS	NEWSLETTER	COMMUNIC	888.59
	TARGET	FILM DEVELOPING	COMMUNIC	11.89
	FASTSIGNS	BANNER FOR ICE CREAM SOC	COMMUNIC	10.65
	*** TOTAL	FOR DEPT 16		943.73
	AGC DEVELOPMENTS, INC	U WOMENS SOCCER	PLANNING	145.29
	CASTLE INSPECTION SVC	APR/MAY/JUNE BLDG INSP	PLANNING	6,282.60
	CASTLE INSPECTION SVC	APR/MAY/JUNE PLUMB INSP	PLANNING	220.20
	DAHLGREN SHARDLOW & UBAN	WOMENS SOCCER ISSUES	PLANNING	4,429.94
	HOISINGTON KOEGLER GROUP	97-38 GARAGE/PARKING/STR	PLANNING	503.72
	*** TOTAL	FOR DEPT 17		11,581.75
	NSP	CIVIL DEFENSE SIREN ELEC EMERGENC		6.28
	*** TOTAL	FOR DEPT 21		6.28
	ST. ANTHONY VILLAGE	8/98 POLICE SVCS	POLICE	28,028.33

APPROVAL OF BILLS
 PERIOD ENDING: 7-23-98

CHECK#	VENDOR NAME	DESCRIPTION	DEPT.	AMOUNT
*** TOTAL FOR DEPT 22				28,028.33
	HUGHES & COSTELLO	7/98 PROSECUTIONS	PROSECUT	2,225.50
*** TOTAL FOR DEPT 23				2,225.50
	AT&T	TELEPHONE FIRE LEASE	FIRE FIG	41.83
	AMERIPRIDE LINEN&APPAREL	LINENE CLEANING	FIRE FIG	39.71
	JANKE, KATHLEEN	7/98 CLEAING FIRE HALL	FIRE FIG	100.00
*** TOTAL FOR DEPT 24				181.54
	BROWNING-FERRIS IND.	7/98 WASTE & EXTRAPICKUP	CITY HAL	250.70
	CARE AIR CONDITIONING &	REPLACE CONDENSOR MTR	CITY HAL	232.00
	GRAINGER, W. W., INC.	TOWELS FOR RESTROOMS	CITY HAL	123.34
	GRAINGER, W. W., INC.	GLOVES/LINERS/EAR PLUGS	CITY HAL	80.31
	MCI	LONG DISTANCE 6/98	CITY HAL	55.73
	NSP	ELECT TO 7/2	CITY HAL	873.28
	NSP	GAS TO 7/2	CITY HAL	31.32
	OXYGEN SERVICE COMPANY	TANK RENTAL	CITY HAL	9.00
	USWEST COMMUNICATIONS	TELEPHONE 7/10	CITY HAL	629.43
*** TOTAL FOR DEPT 31				2,285.11
	CUSHMAN MOTOR CO., INC.	MOWER BELT	STREETS	54.44
	RENT ALL MINNESOTA INC	RENT OF CHIPPER	STREETS	216.00
	T.A. SCHIFSKY & SONS, INC	ASPHALT PATCHING	STREETS	46.79
*** TOTAL FOR DEPT 32				317.23
	GARCEAU HDWR & PWR EQUIP	BELT M95087	PARK & R	38.34
	GARCEAU HDWR & PWR EQUIP	BELT M95875	PARK & R	30.12
	HONEYWELL INC.	QTRLY MONITORING CHARGE	PARK & R	108.00
	ICMA RETIREMENT TRUST 457	7/98 MAERTZ	PARK & R	100.00
	ICMA RETIREMENT TRUST 457	7/98 TRETSVEN	PARK & R	100.00
	NSP	ELECT/GAS	PARK & R	50.67
	NSP	PROTECTIVE LIGHTING	PARK & R	22.53
	NORTH STAR TURF, INC.	WHITE PAINT	PARK & R	104.37
	ON SITE SANITATION	PORTABLE TOILET RENTAL	PARK & R	93.65
	OLSEN FIRE PROTECTION	FIRE SPRINKLER TESTS	PARK & R	395.00
	TARGET	BASKETBALL NETS/SOAP	PARK & R	64.81
	USWEST COMMUNICATIONS	TELEPHONE 7/10/98	PARK & R	61.58
	PRAIRIE RESTORATIONS, INC	PRAIRIE MGMT COMMUNITYPK	PARK & R	442.43
	STEICHENS	TETHER BALL	PARK & R	21.29
*** TOTAL FOR DEPT 41				1,632.79
	MCQUIRE, JEANNE	REC PROGRAM TREATS	PARK PRO	24.94
	MICHAELS ARTS & CRAFTS	ART CRAFT SUPPLIES	PARK PRO	51.04
	MICHAELS ARTS & CRAFTS	CRAFT SUPPLIES	PARK PRO	6.28
	MICHAELS ARTS & CRAFTS	ART SUPPLIES	PARK PRO	61.23
	SPORTMART INC.	SPORTS PROG SUPPLIES	PARK PRO	133.74
	TARGET	MISC PROGRAM SUPPLIES	PARK PRO	451.77
	THINGS FROM BELL	2" FLEESE BAL	PARK PRO	18.95
	KINKO'S	FLYERS	PARK PRO	31.95
	WENDY SAGARSKY	REFUND MINI SOCCER COURS	PARK PRO	23.00
*** TOTAL FOR DEPT 50				802.90
	NSP	ELECT	STREET L	16.61

APPROVAL OF BILLS
 PERIOD ENDING: 7-23-98

CHECK#	VENDOR NAME	DESCRIPTION	DEPT.	AMOUNT
	NSP	ELECT TO 7/7	STREET L-	13.97
	NSP	ELECT TO 7/7	STREET L	57.27
	*** TOTAL FOR DEPT 54			87.85
	INSTY-PRINTS PLUS	NEWSLETTER	SOLID WA	126.94
36451	U.S. POSTMASTER	SUMMER NEWSLETTER POSTAG	SOLID WA	54.85
	*** TOTAL FOR DEPT 56			181.79
	SUPERIOR PRODUCTS MFG CO	ICE CREAM CABINET/TOP	PUBLIC W	732.72
	*** TOTAL FOR DEPT 65			732.72
	METROPOLITAN COUNCIL	8/98 SS CHARGES	SANITARY	17,571.00
	NSP	ELECT	SANITARY	6.31
	NSP	ELECT	SANITARY	145.61
	NSP	ELECT	SANITARY	15.02
	RAMSEY COUNTY	1/3 SHARE LIFE STATION	SANITARY	3,688.80
	*** TOTAL FOR DEPT 75			21,426.74
36452	BLUE CROSS/ BLUE SHEILD	REFUND RE:JOYCE THOMAS	RESCUE S	165.60
	*** TOTAL FOR DEPT 76			165.60
	FRICKE & SONS SOD, INC.	SOD	LARPENTE	79.57
	HOISINGTON KOEGLER GROUP	97-35B PLANNING/DESIGN	LARPENTE	1,231.78
	LINDERS GREENHOUSES	PLANTS	LARPENTE	82.09
	LINDERS GREENHOUSES	PLANTS/PLANTERS	LARPENTE	42.78
	D-ROCK CENTER & SMALL ENG	3 YDS BLACK DIRT	LARPENTE	57.51
	*** TOTAL FOR DEPT 82			1,493.73
	BERNARDY, CONNIE LANNERS	JULY 16-31 PROF SVCS	MCAD	1,227.13
	*** TOTAL FOR DEPT 84			1,227.13
	*** TOTAL FOR BANK 01			87,940.62
	*** GRAND TOTAL ***			87,940.62

2.

C H E C K R E G I S T E R

CHECK TYPE	CHECK DATE	EMPLOYEE NAME NUMBER	CHECK NUMBER	CHECK AMOUNT
COM	7 15 98	30 NICHOLAS BAUMANN	28705	86.21
COM	7 15 98	32 RAYMOND BROWN	28706	121.44
COM	7 15 98	35 LEO LINDIG	28707	117.38
COM	7 15 98	40 KEVIN ANDERSON	28708	202.47
COM	7 15 98	42 MICHAEL D. CLARKIN	28709	237.35
COM	7 15 98	47 NATHANIEL HEROLD	28710	44.04
COM	7 15 98	60 TERRY D. IVERSON	28711	50.14
COM	7 15 98	63 RACHELLE L. MARVIN	28712	126.66
COM	7 15 98	70 JUSTIN T. NOVAK	28713	103.38
COM	7 15 98	72 JOHN R. WOLFSBERGER	28714	62.33
COM	7 15 98	73 JEREMY HUTCHISON	28715	212.29
COM	7 15 98	74 MARK J. ALLEN	28716	137.71
COM	7 15 98	75 JOSEPH P. KRAJEWSKI	28717	190.26
COM	7 15 98	76 STEVEN M. HOY	28718	68.81
COM	7 15 98	77 BARBARA J. LEMAY	28719	217.81
COM	7 15 98	1002 SUSAN HOYT TAFF	28723	1325.18
COM	7 15 98	1003 TERRY IVERSON	28724	1028.74
COM	7 15 98	1005 CAROL KRIEGLER	28725	647.16
COM	7 15 98	1007 PATRICIA PHILLIPS	28726	830.30
COM	7 15 98	1010 CARLA ASLESON	28727	1025.65
COM	7 15 98	1013 WILLIAM MAERTZ	28728	1045.34
COM	7 15 98	1026 JASON CIERNIA	28729	54.02
COM	7 15 98	1032 TWAROSKI, ANITA	28730	110.82
COM	7 15 98	1033 DAVE TRETSVEN	28731	752.86
COM	7 15 98	1057 KRISTIN L. WOLVERTON	28732	604.33
COM	7 15 98	1083 JAMES W. SNOWDEN	28733	286.65
COM	7 15 98	1084 CHRISTINE AMMANN	28734	659.94
COM	7 15 98	1088 DONALD R. MEISSNER	28735	627.04
COM	7 15 98	1107 RICHARD P. TALBOT III	28736	354.43
COM	7 15 98	1123 ABRAHAM T. CYR	28737	27.70
COM	7 15 98	1136 ROLAND O. OLSON	28738	874.89
COM	7 15 98	1141 JEANNE MARIE MCGUIRE	28739	255.26
COM	7 15 98	1147 GEORGE BURNS	28740	495.62
COM	7 15 98	1148 RACHEL J SEVERSON	28741	405.72
COM	7 15 98	1149 WILLIAM J MONCRIEF	28742	394.16
COM	7 15 98	1150 THAO NGUYEN	28743	166.72
COM	7 15 98	1151 MARK J GULULE	28744	255.07
COM	7 15 98	1152 KARNA M BLOOMQUIST	28745	138.52

COMPUTER CHECKS	14344.40
MANUAL CHECKS	.00
NOTICES OF DEPOSIT	.00

****TOTALS**** 14344.40

ITEM DESCRIPTION: Licenses

SUBMITTED BY: Pat Phillips, Licensing Coordinator

REVIEWED BY: Carla Asleson, AA/Planner

EXPLANATION/SUMMARY:

BUSINESS LICENSE

An Angel's Art #3701

Balanced Energy
Technologies #3702

The Whole Brain Shop #3703

MECHANICAL CONTRACTOR

Sun Mechanical, Inc. #3704

Hearth Services Inc. #3705

GENERAL CONTRACTOR

Donlar Construction Company #3706

Able Fence, Inc. #3707

ACTION REQUESTED: Approval

CONSENT 3
Date: 7/29/98

ITEM: Step increase for Parks/Public Works Maintenance Worker

SUBMITTED BY: Susan Hoyt, City Administrator

EXPLANATION/DESCRIPTION:

Summary and Action Requested. The full-time Parks/Public Works Maintenance Worker's five year employment anniversary is July 26, 1998. In accordance with the city's compensation policy, this employee is due for a step increase from step three (\$13.26/hour) to step four (\$13.93/hour). Dave Tretsven has met the performance standards as a Parks/Public Works Maintenance Worker.

ACTION REQUESTED: Approve progression of Dave Tretsven, Parks/Public Works Maintenance Worker, to step four of the compensation schedule, \$13.93 per hour.

CONSENT 4
Date: 7/29/98

ITEM: Acceptance of donation of CPR mannequin(s) from SGI

SUBMITTED BY: Susan Hoyt, City Administrator

EXPLANATION/DESCRIPTION:

SGI, a/k/a Cray Research, has offered to donate surplus CPR mannequin(s) to the city. The mannequin(s) will be used for CPR classes conducted by the Fire Marshal. Resident Paul Ciernia became aware that the company was donating the mannequins and suggested Falcon Heights as a possible recipient.

ACTION REQUESTED: Accept donation of CPR mannequin(s) from SGI.

ITEM: Scheduling public hearing to assess the University of Minnesota for Hoyt Avenue reconstruction

SUBMITTED BY: Susan Hoyt, City Administrator

EXPLANATION/DESCRIPTION:

Summary and Action Requested. The city council is asked to set public hearing dates related to the assessment of the University of Minnesota property abutting Hoyt Avenue.

Background. Changes in the city's assessment policy necessitate assessing the University of Minnesota for street reconstruction work on Hoyt Avenue. The required supplemental public hearings will be held on August 20, 1998. The property has already been assessed for the full cost of streetlight installation.

Goal 4. To provide a responsive and effective city government
Strategy 7. Effectively manage the city's financial resources.

ATTACHMENTS

1. Resolution 98-19, calling supplemental hearing on public improvement
2. Resolution 98-20, declaring cost to be assessed and ordering preparation of proposed assessment
3. Resolution 98-21, calling supplemental hearing on proposed assessment

ACTION REQUESTED

Approval of Resolutions 98-19, 98-20, and 98-21.

CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION

Date: July 29, 1998

A RESOLUTION FOR SUPPLEMENTAL HEARING ON PUBLIC IMPROVEMENT

WHEREAS, pursuant to a resolution of the council, a feasibility report has been prepared by the city engineer with reference to the improvement of Hoyt Avenue between Fulham Street and Cleveland Avenue; and

WHEREAS, this report was received by the city council on March 25, 1998, a public hearing was held on the improvement on April 22, 1998, and

WHEREAS, the city held the required public hearing and adopted an assessment roll for the project on June 24, 1998; and

WHEREAS, the city council wishes to assess additional benefiting properties for costs associated with this improvement.

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

1. The city council will consider the improvement of such street in accordance with the report and the assessment of abutting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes Chapter 429 at an estimated total cost of the improvement of \$187,000.
2. A supplemental public hearing shall be held on such improvement on the 20th day of August, 1998, in the council chambers of the city hall, on or after 7:00 p.m. and the clerk shall give mailed and published notice of such hearing and improvement to affected property owners.

Adopted by the council this 29th day of July, 1998.

Moved by: _____

Approved by: _____

Mayor
July 29, 1998
Date

GEHRZ ___ In Favor
GIBSON TALBOT
HUSTAD ___ Against
JACOBS
KUETTEL

Attested by: _____
City Clerk
July 29, 1998
Date

CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION

Date: July 29, 1998

A RESOLUTION DECLARING COST TO BE ASSESSED AND ORDERING PREPARATION OF
PROPOSED ASSESSMENT

WHEREAS, a contract has been let (costs have been determined) for the improvement of Hoyt Avenue between Fulham Street and Cleveland Avenue; and

WHEREAS, Hoyt Avenue is a border street shared by the City of St. Paul and the City of Falcon Heights; and

WHEREAS, the City of Falcon Heights will share in the costs of improving Hoyt Avenue.

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

1. The portion of the cost of such improvement to be paid by the city is hereby declared to be \$186,642.21 and the portion of the cost to be assessed against benefited property owners is declared to be \$68,374.22.
2. The city clerk, with the assistance of the consulting city engineer, shall forthwith calculate the proper amount to be specially assessed against every assessable lot, piece, or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall file a copy of such proposed assessment in the City office for public inspection.
3. The clerk shall upon completion of such proposed assessment, notify the council thereof.

Adopted by the council this 29th day of July, 1998.

Moved by: _____

Approved by: _____

GEHRZ In Favor
GIBSON TALBOT
HUSTAD Against
JACOBS
KUETTEL

Mayor
July 29, 1998
Date

Attested by: _____
City Clerk
July 29, 1998
Date

No. 98-21

CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION

Date: July 29, 1998

A RESOLUTION FOR SUPPLEMENTAL HEARING ON PROPOSED ASSESSMENT

WHEREAS, by a resolution passed by the council on July 29, 1998, the city clerk was directed to prepare a supplemental assessment roll for the cost of the 1998 Hoyt Avenue improvement project,

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

1. A hearing shall be held on the 20th day of August, 1998, in the city hall on or after 7:00 p.m. to pass upon such proposed assessment and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The city clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and she shall state in the notice the total cost of the improvement. She shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearings.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Clerk, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment. He may at any time thereafter, pay to the County Auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.

Adopted by the council this 29th day of July, 1998.

Moved by: _____

Approved by: _____

Mayor
July 29, 1998
Date

GEHRZ In Favor
GIBSON TALBOT
HUSTAD Against
JACOBS
KUETTEL

Attested by: _____
City Clerk
July 29, 1998
Date

ITEM: Approval of computer purchases

SUBMITTED BY: Carla Asleson, Administrative Assistant/Planner

EXPLANATION/DESCRIPTION:

Summary and Action Requested. The city council is asked to approve the purchase of two personal computers at a total cost not to exceed \$3,000.

Background. The city's computer network system will be installed in late August. Two new personal computers will be needed so that the city forester and maintenance employee can be connected to the network at the same time as other employees. These computers were originally scheduled to be purchased in January 1999. Staff is requesting that the purchase be accelerated so that all employees can be trained on the system at the same time.

The computers would be purchased through GE Capital IT Solutions for \$1,450 each. GE Capital holds the state bid contract for computer hardware purchases, assuring the city of the best possible price.

ACTION REQUESTED: Approve purchase of computer equipment.

CONSENT
Date: 7/29/98
Item: 7

ITEM: Authorization to Purchase Overhead Doors for the Parks / Public Works
Garage and Fire Department

SUBMITTED BY: Carol Kriegler, Director of Parks, Recreation and Facilities
Bill Maertz, Parks & Public Works Superintendent

REVIEWED BY: Susan Hoyt, City Administrator
Nick Baumann, Fire Chief
Mike Clarkin, Assistant Fire Chief

EXPLANATION / DESCRIPTION:

Summary and action requested. The 1998 capital budget includes \$14,000 for the purchase and installation of new overhead doors for the parks & public works garage and fire department. The existing doors date back to the construction of City Hall and have required numerous service calls over the past couple of years. While the cost of the proposed doors is slightly over the budgeted amount, the doors have a number of features that were initially unanticipated, and are now considered highly desirable: new timer to automatically close Fire Dept. doors; new photo eye reverse system to Fire Dept. doors. In addition to these features, the doors have windows and improved insulating qualities.

In the consideration of this purchase, staff obtained proposals from 3 overhead door vendors. The base prices from the vendors are as follows:

Overhead Door Company	\$14,657.00
Twin City Garage Door	\$13,720.00
Metro Garage Door	\$14,955.00

Based on a review of the product specifications, staff recommends accepting the Overhead Door Company proposal. The lowest proposal, submitted by Twin City Garage Door, does not include complete hardware replacement. Overhead has a good reputation as a supplier of quality commercial overhead doors and is well established. It is also recommended that the timer and photo eye options for the fire department doors be accepted at an additional cost of \$1125.00. The total cost for purchase and installation is \$15,782.00 plus tax.

ACTION REQUESTED:

Authorization to accept Overhead Door Company proposal for the purchase and installation of overhead garage doors at a cost of \$15,782.00 plus tax.

CONSENT 8
Date: 7/29/98

ITEM: Schedule council meeting for 7:00 pm August 20, 1998

SUBMITTED BY: Susan Hoyt, City Administrator

REVIEWED BY: Roger Knutson, City Attorney

EXPLANATION/DESCRIPTION:

Summary and action requested. The council is being asked to schedule a meeting on Thursday, August 20, 1998 at 7:00 PM to act on regular council business. The August 8 and August 12 council meetings are being devoted to 1999 budget workshop discussions. At the April 20 council meeting, the city council will also receive the recommendations from the planning and engineering consultants on whether the city should require an Environmental Awareness Worksheet (EAW) on the University of Minnesota Women's Soccer Stadium as requested by a citizen's petition and assigned to the city as the responsible governmental unit. The University of Minnesota did not respond to the city's request, made on behalf of neighborhood representatives, to do an EAW in April, 1998. In order to make sure that the city follows an informed process on determining the necessity of EAW's for now and in the future, it is appropriate to have consultants with this expertise review and recommend the appropriate course of action on this petition. This decision on whether or not to proceed with requiring an EAW must be made on or before August 24, 1998 and, therefore, cannot wait until the regularly scheduled August 26, 1998 council meeting.

ACTION REQUESTED:

Approve scheduling a council meeting on Thursday, August 20, 1998 at 7:00 PM.

ITEM: Proposed revision in the 'Guidelines During the State Fair' to clarify that posted State Fair parking restrictions are enforceable throughout the Fair

SUBMITTED BY: Carla Asleson, City Administrator

REVIEWED BY: Susan Hoyt, City Administrator

Summary and action requested. The council is being asked to eliminate the current conflict between the text in the city's 'Guidelines during the Minnesota State Fair' stating that posted parking restrictions will not be enforced the first day of the State Fair and the postings on the street. In reality, the city's parking restrictions for the State Fair are legally enforceable at all times during the Fair as posted and are enforced to protect the public health and safety. The enforcement of a particular parking violation is at the discretion of the officer.

Background. Although the posted State Fair parking restrictions apply to the entire period of the State Fair, in the past, the city has typically not enforced its 'State Fair' parking restrictions on the first day of the Fair because the low traffic volumes on the first day didn't warrant it; and it seemed unnecessary to encumber parking and officers' enforcement of parking in the city for one extra day. However, last year the State Fair heavily promoted the first day of the Fair, which generated a much larger attendance – which was the desired outcome. The result was a number of public safety hazards related to illegal parking that had simply not been experienced on the first day before. The police and several residents raised a concern about the lax enforcement on the first day of the Fair and the obvious conflict between the stated postings on the street and the actual practice of ticketing. Therefore, the police requested that the first day of the Fair be treated like all other days of the Fair and that parking restrictions be enforced. In fact, purposefully ignoring the posted parking regulations on a public street creates more potential problems than enforcing it from the perspective of the police department. All residents in neighborhoods near the fairgrounds are well advised of the rules regarding State Fair parking by individual fliers before the start of the Fair as well as by the newly posted State Fair parking signs in front of their homes and apartments – it isn't a surprise by the Thursday of the Fair. Under any circumstances the police always reserve the right to warn a resident, whose car they've identified on the street in a no parking zone, that he or she will be ticketed if the car isn't moved.

ATTACHMENT 1: Guidelines During the Minnesota State Fair'

ACTION REQUESTED: Approve revision in the 'Guidelines During the Minnesota State Fair'

E. GUIDELINES DURING THE MINNESOTA STATE FAIR

1. Purpose. To provide guidelines to explain in a practical, understandable way how the city codes and parking procedures are handled during the Minnesota State Fair. The guidelines are intended to simply re-state some sections of the city code that frequently come up during the State Fair. The guidelines are not intended to cover all codes and policies as they apply during the State Fair.

2. Applicability of codes. All city codes and ordinances are applicable during the Minnesota State Fair (attachment 1 identifies applicable codes).

3. Residential districts. No commercial activity is permitted in residential districts other than that permitted in the zoning code. Residential districts include both single family and multi-family dwellings. To clarify this, this includes:

a. No parking on front lawns.

b. No identifiable sales of parking or of State Fair parking permits.

(License plates in driveways will not be checked for a local registration. However, the advertising of parking spaces for sale will be prohibited.)

c. No outside sales except garage sales as permitted in the zoning code and kids' "kool-aid" stands.

4. Commercial districts.

a. Businesses are permitted to sell parking spaces during the State Fair on paved surfaces designed for off-street parking. There shall be no parking on boulevards or rights of way.

b. Advertising for parking sales must be on ground signs or hand-held signs. It cannot be posted on trees, poles nor in residential neighborhoods.

c. No outside sales of merchandise that is not part of the adjacent business.

d. No inflated balloons that are mounted above the ground or go above the roof of a structure or are located in the right-of-way.

5. State Fair posted "no parking" and "permit parking only" areas:

a. The city shall post streets that may be heavily impacted from State Fair parking with no parking or permit parking only signs to eliminate hazards to public safety by protecting access by public safety vehicles. These streets and postings are included in attachment 2.

b. The State Fair parking postings are enforced from the first day of the State Fair, not from the first day that they are posted.

~~e. On the first day of the State Fair (Thursday) residents violating the State Fair parking postings will be issued a warning notice from the police. On every day after the first day of the State Fair (Thursday), the parking restrictions shall be enforced and citations and towing.~~

6. Parking permits and parking bags.

a. Residents of multi-family dwellings along the street sections posted for State Fair permit parking are eligible for State Fair residential permit parking during the State Fair.

b. State Fair parking permits will be issued to residents in these multi-family dwellings upon request at city hall by the resident and registration of their vehicle's license number at city hall. The vehicle's license number will be posted on the State Fair parking permit.

(If necessary, staff will arrange for evening or Saturday hours for residents' registration for State Fair parking permits to make it as easy as possible.)

c. Regular temporary parking permits will be available for residents upon a special request for unique occasions such as family reunions, weddings, or pre-scheduled events. Temporary parking permits will not be available for residents who wish to park on the street for a non-unique occasion or who wish to have friends or family park on the street for a non-unique event. Emergency situations shall be accommodated.

d. "Parking bags" will not be available for covering parking signs during the State Fair.

Blocking of streets. The city will not issue wooden barricades to block streets for block parties or other events during the State Fair.

ITEM: Fund transfers from Infrastructure fund to the Hoyt Avenue Improvements fund and the NE Quadrant Street Improvements fund. Also, a fund transfer to close the Lindig Street Improvements fund to the Infrastructure fund.

SUBMITTED BY: Roland Olson , City Accountant

REVIEWED BY: Auditor and Susan Hoyt, City Administrator

EXPLANATION/DESCRIPTION:

Summary and action requested: The council is being asked to approve the fund transfers from the Infrastructure fund to pay for the costs associated with the Hoyt Avenue Street Improvements project and fund start-up costs for the NE Quadrant Street Improvements project. In addition, the Council is being asked to approve the fund transfer to close the Lindig Street Improvement fund since the project is completed. The original funds for the Lindig Street Improvements fund originated from the Infrastructure fund.

In sum, these transfers are as follows:

1. \$200,869 from Infrastructure fund to the Hoyt Avenue Improvements fund.
2. \$30,000 from Infrastructure fund to the NE Quadrant Street Improvement fund.
3. \$111,363.37 from the Lindig Street Improvements fund to the Infrastructure fund.

Meets goal # 4: To provide a responsive and effective city government.

Strategy 7: To effectively manage the city's financial resources.

ACTION REQUESTED:

Approve the above listed transfers.

CONSENT
Date 7/22/98
Item:11

ITEM DESCRIPTION: Awarding contracts for tree removal and incidental tree trimming for 1998

SUBMITTED BY: Anita Twaroski, City Forester
Carol Kriegler, Director of Parks, Recreation and Facilities

REVIEWED BY: Susan Hoyt, City Administrator

EXPLANATION / SUMMARY: The city annually removes diseased and hazardous trees and does incidental trimming on an as-needed basis. A requests for proposal was sent to several tree services early this spring. Completion of the proposals was delayed due to the service's inability to conduct an inventory of the territory scheduled to be trimmed this year. Many tree services have been simply overwhelmed by the workload generated by the storms.

The city experienced considerable damage to trees in the spring storms and requested emergency services from both of the contractors submitting proposals. **Precision Landscape and Tree** repeatedly responded to the city's request for service most promptly. Their response to non-emergency storm related removals and clean-up has been prompt and thorough.

Following are the quotes received from the two tree services.

S & S Tree and Hort. Services

\$8,300 total cost not to be exceeded - - trimming N.E. quadrant section II
\$17.50 cost per diameter inch for tree removal

Precision Landscape and Tree

\$8,300 total cost not to be exceeded - - trimming N.E. quadrant section II
\$15.00 cost per diameter inch for tree removal

ACTION REQUESTED: Approval of Precision Landscape and Tree as the city contractor for tree removals and trimming for 1998.

ITEM: Approval of Ordinances 98-05 and 98-06 and Resolution 98-18 approving a new Cable Television franchise agreement

SUBMITTED BY: North Suburban Cable Commission

REVIEWED BY: Susan Hoyt, City Administrator

EXPLANATION/DESCRIPTION:

Summary and Action Requested. The city council is asked to approve two ordinances and a resolution related to the cable television franchise. Ordinance 98-05 would adopt the new cable television franchise agreement as recommended by the North Suburban Cable Commission. Resolution 98-18 would authorize summary publication of the cable franchise ordinance. Ordinance 98-06 would incorporate a reference to the new franchise into the city code.

Jerry Wallin, the city's representative to the North Suburban Cable Commission, and Coralie Wilson, NSCC Executive Director, will be at the meeting to answer questions about the proposed cable franchise agreement. This item has been presented to the council on previous occasions.

ATTACHMENTS:

1. Ordinance 98-05, cable franchise ordinance
2. Resolution 98-18, allowing summary publication of the cable franchise ordinance
3. Ordinance 98-06, amending Chapter 4 of the city code "Franchises"

ACTION REQUESTED:

Adoption of Ordinance 98-05, Resolution 98-18, and Ordinance 98-06.

ORDINANCE NO. 98-05

CITY OF FALCON HEIGHTS

CABLE TELEVISION FRANCHISE ORDINANCE

Date: July 15, 1998

Prepared by:

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ORDINANCE NO. 98-05

AN ORDINANCE GRANTING A FRANCHISE TO MEDIAONE NORTH CENTRAL COMMUNICATIONS CORP. TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE COMMUNICATIONS SYSTEM IN THE CITY OF FALCON HEIGHTS; 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;

The City Council of the City of Falcon Heights ordains:

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 desires of the residents and citizens of the City and the public generally. Further, the City may achieve better utilization and improvement of public services and enhanced economic development with the development and operation of a Cable Communication System.

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

FINDINGS

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

1. The Grantee's technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;
2. Grantee's plans for constructing, upgrading, and operating the System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard;
3. The Franchise granted to Grantee by the City complies with the existing applicable Minnesota Statutes, federal laws and regulations; and
4. The Franchise granted to Grantee is nonexclusive.

SECTION 1.

SHORT TITLE AND DEFINITIONS

1. Short Title. This Franchise Ordinance shall be known and cited as the Cable Franchise Ordinance.
2. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory.
 - a. "Basic Cable Service" means any service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the Franchise to be carried on the basic tier. Basic Cable Service as defined herein shall not be inconsistent with 47 U.S.C. § 543(b)(7).
 - b. "City" means City of Falcon Heights, a municipal corporation, in the State of Minnesota, acting by and through its City Council, or its lawfully appointed designee.
 - c. "City Council" means the governing body of the City.
 - d. "Cable Service" or "Service" means the provision of communications and/or entertainment services as "Cable Service" is defined by Minn. Stat. § 238.01 et seq. and 47 U.S.C § 521 et seq., as may be amended from time to time, but including Institutional Network services.
 - e. "Cable System" or "System" means a system of antennas, cables, wires, lines, towers, waveguides, or other conductors, Converters, equipment, or facilities located in City and designed and constructed for the purpose of producing, receiving, transmitting, amplifying, or distributing audio, video, and data. System as defined herein shall not be inconsistent with the definitions set forth in Minn. Stat. 238.02, subd. 3 and 47 U.S.C. § 522(7).
 - f. "Class IV Cable Channel" means a signaling path provided by a Cable System to transmit signals of any type from a Subscriber terminal to another point in the System.
 - g. "Commercial Need" or "Marketplace Need" means such need or market demand which City and Grantee may jointly determine requires action or performance by Grantee as specifically set forth in this Franchise. Such determination shall be based upon evidence and information presented by

City, Grantee and other interested parties at a duly noticed public proceeding. Grantee shall have an opportunity to present evidence regarding the level of market demand, the cost of meeting such demand and the availability of technologies to meet such demand. Any decision regarding Commercial or Marketplace Need which requires action by Grantee shall not be unreasonable.

- h. "Converter" means an electronic device which converts signals to a frequency acceptable to a television receiver of a Subscriber and by an appropriate selector permits a Subscriber to view all Subscriber signals included in the service.
- i. "Drop" means the cable that connects the ground block on the Subscriber's residence or institution to the nearest feeder cable of the System.
- j. "FCC" means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.
- k. "Franchise" or "Cable Franchise" means this ordinance and the regulatory and contractual relationship established hereby.
- l. "Grantee" is MediaOne North Central Communications Corp., its lawful successors, transferees or assignees.
- m. "Gross Revenues" means all revenue received directly or indirectly by the Grantee, its affiliates, subsidiaries, parent, or person in which Grantee has financial interest of five percent (5%) or more, from the operation of its System within City including, but not limited to, all Cable Service fees, Franchise Fees, PEG Fees, late fees, Installation and reconnection fees, upgrade and downgrade fees, advertising revenue, Converter rental fees, Lockout Device fees, fees related to commercial and institutional usage of the I-net, Internet access fees, cable modem service fees and interest. The term Gross Revenues shall not include any taxes on services furnished by Grantee imposed by any municipality, state, or other governmental unit and collected by Grantee for such governmental unit.
- n. "Installation" means the connection of the System from feeder cable to the point of connection with the Subscriber Converter or other terminal equipment.
- o. "Institutional Network" or "I-net" means the discrete communications network and services related to such network provided by Grantee to identified institutions as required by this Franchise.

- p. "Lockout Device" means an optional mechanical or electrical accessory to a Subscriber's terminal which inhibits the viewing of a certain program, certain channel, or certain channels provided by way of the Cable Communication System.
- q. "Memorandum of Understanding" or "MOU" means that certain agreement dated November 3, 1994 regarding PEG access funding, creation of a "PEG Fee" and certain rate regulatory issues.
- r. "North Suburbs Access Corporation" means that certain non-profit corporation or its lawful successor, designee, or assignee, which is delegated authority and responsibility for providing certain community programming functions including public access.
- s. "North Suburban System" means the Cable System located in those municipalities collectively comprising the North Suburban Cable Service territory as originally approved by the Minnesota Cable Communications Board.
- t. "Pay Television" means the delivery over the System of pay-per-channel or pay-per-program audio-visual signals to Subscribers for a fee or charge, in addition to the charge for Basic Cable Service or Cable Programming Services.
- u. "Person" is any person, firm, partnership, association, corporation, company, or other legal entity.
- v. "Proposal" means the Proposal for Franchise Renewal dated May 13, 1997, submitted to the North Suburban Cable Communications Commission by Group W Cable of the North Suburbs, Inc., as amended by the revised Renewal Proposal submitted under cover letter dated August, 4, 1997, and related correspondence and prior agreements or resolutions which are attached hereto as Exhibit A.
- w. "Right-of-Way" or "Rights-of-Way" means the area on, below, or above any real property in City in which the City has an interest including, but not limited to any street, road, highway, alley, sidewalk, parkway, park, skyway, or any other place, area, or real property owned by or under the control of City, including other dedicated Rights-of-Way for travel purposes and utility easements.
- x. "Right-of-Way Ordinance" means the ordinance codifying requirements regarding regulation, management and use of Rights-of-Way in City, including registration and permitting requirements.

- y. "Standard Installation" means any residential installation which can be completed using a Drop of 250 feet or less.
- z. "Subscriber" means any Person who lawfully receives service via the System. In the case of multiple office buildings or multiple dwelling units, the "Subscriber" means the lessee, tenant or occupant.

SECTION 2.

GRANT OF AUTHORITY AND GENERAL PROVISIONS

1. Grant of Franchise. This Franchise is granted pursuant to the terms and conditions contained herein. Grantee shall comply with all provisions of its Proposal, which is expressly incorporated herein by reference. Failure of Grantee to provide a System as described in its Proposal, or meet obligations and comply with all provisions therein, shall be deemed a violation of this Franchise.
2. Grant of Nonexclusive Authority.
 - a. The Grantee shall have the right and privilege, subject to the permitting and other lawful requirements of City ordinance, rule or procedure, to construct, erect, and maintain, in, upon, along, across, above, over and under the Rights-of-Way in City a Cable System and shall have the right and privilege to provide Cable Service. The System constructed and maintained by Grantee or its agents shall not interfere with other uses of the Rights-of-Way. Grantee shall make use of existing poles and other above and below facilities available to Grantee to the extent it is technically and economically feasible to do so.
 - b. Notwithstanding the above grant to use Rights-of-Way, no Right-of-Way shall be used by Grantee if City determines that such use is inconsistent with the terms, conditions, or provisions by which such Right-of-Way was created or dedicated, or with the present use of the Right-of-Way.
 - c. This Franchise shall be nonexclusive, and City reserves the right to grant a Franchise to any Person at any time during the period of this Franchise for the provision of Cable Service. The terms and conditions of any such Franchise shall be, when taken as a whole, no less burdensome or more beneficial than those imposed upon Grantee pursuant to this Franchise.
3. Lease or Assignment Prohibited. No Person may lease Grantee's System for the purpose of providing Service until and unless such Person shall have first obtained and shall currently hold a valid Franchise or other lawful authorization containing substantially similar burdens and obligations to this Franchise. Any assignment of

rights under this Franchise shall be subject to and in accordance with the requirements of Section 10, Paragraph 5.

4. Franchise Term. This Franchise shall be in effect for a period of fifteen (15) years from the date of acceptance by Grantee, unless sooner renewed, revoked or terminated as herein provided.
5. Previous Franchises. Upon acceptance by Grantee as required by Section 13 herein, this Franchise shall supersede and replace any previous Ordinance granting a Franchise to Grantee.
6. Compliance with Applicable Laws, Resolutions and Ordinances.
 - a. The terms of this Franchise shall define the contractual rights and obligations of Grantee with respect to the provision of Cable Service and operation of the System in City. However, the Grantee shall at all times during the term of this Franchise be subject to all lawful exercise of the police power, statutory rights, local ordinance-making authority, and eminent domain rights of City. Except as provided below, any modification or amendment to this Franchise, or the rights or obligations contained herein, must be within the lawful exercise of City's police power, in which case the provision(s) modified or amended herein shall be specifically referenced in an ordinance of the City authorizing such amendment or modification. This Franchise may also be modified or amended with the written consent of Grantee as provided in Section 13.3 herein.
 - b. Grantee shall comply with the terms of any City ordinance or regulation of general applicability which addresses usage of the Rights-of-Way within City which may have the effect of superseding, modifying or amending the terms of Section 3 and/or Section 8.5(c) herein, except that Grantee shall not, through application of such City ordinance or regulation of Rights-of-Way, be subject to additional burdens with respect to usage of Rights-of-Way which exceed burdens on similarly situated Rights-of-Way users.
 - c. In the event of any conflict between Section 3 and/or Section 8.5 (c) of this Franchise and any City ordinance or regulation which addresses usage of the Rights-of-Way, the conflicting terms in Section 3 and/or Section 8.5 (c) of this Franchise shall be superseded by such City ordinance or regulation, except that Grantee shall not, through application of such City ordinance or regulation of Rights-of-Way, be subject to additional burdens with respect to usage of Rights-of-Way which exceed burdens on similarly situated Rights-of-Way users.

- d. In the event any City ordinance or regulation which addresses usage of the Rights-of-Way adds to, modifies, amends, or otherwise differently addresses issues addressed in Section 3 and/or Section 8.5 (c) of this Franchise, Grantee shall comply with such ordinance or regulation of general applicability, regardless of which requirement was first adopted except that Grantee shall not, through application of such City ordinance or regulation of Rights-of-Way, be subject to additional burdens with respect to usage of Rights-of-Way which exceed burdens on similarly situated Rights-of-Way users.
 - e. In the event Grantee cannot determine how to comply with any Right-of-Way requirement of City, whether pursuant to this Franchise or other requirement, Grantee shall immediately provide written notice of such question, including Grantee's proposed interpretation, to the City with copy to the North Suburban Cable Communications Commission, in accordance with Section 2.9. The City or Commission shall provide a written response within fourteen (14) days of receipt indicating how the requirements cited by Grantee apply. Grantee may proceed in accordance with its proposed interpretation in the event a written response is not received within seventeen (17) days of mailing or delivering such written question.
7. Rules of Grantee. The Grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable said Grantee to exercise its rights and perform its obligations under this Franchise and to assure uninterrupted service to each and all of its Subscribers; provided that such rules, regulations, terms and conditions shall not be in conflict with provisions hereto, the rules of the FCC, the laws of the State of Minnesota, City, or any other body having lawful jurisdiction.
8. Territorial Area Involved. This Franchise is granted for the corporate boundaries of City, as it exists from time to time. In the event of annexation by City, or as development occurs, any new territory shall become part of the territory for which this Franchise is granted provided, however, that Grantee shall not be required to extend service beyond its present System boundaries unless there is a minimum of 50 homes per cable mile for underground plant and 35 homes per cable mile for overhead plant. Access to cable service shall not be denied to any group of potential residential cable Subscribers because of the income of the residents of the area in which such group resides. Grantee shall be given a reasonable period of time to construct and activate cable plant to service annexed or newly developed areas but in no event not to exceed twelve (12) months from notice thereof by City to Grantee and qualification pursuant to the density requirements of this Subsection 8.
9. Written Notice. All notices, reports, or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to any

officer of Grantee or City's Administrator of this Franchise or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to City: City of Falcon Heights
2077 W. Larpenteur Ave.
Falcon Heights, Minnesota 55113
Attention: City Manager/Administrator

With copies to: North Suburban Cable Communications Commission
950 Woodhill Drive
Roseville, Minnesota 55113

And to: Thomas D. Creighton, Esq. and Robert J. V. Vose, Esq.
Bernick and Lifson, P.A.
5500 Wayzata Boulevard, Suite 1200
Minneapolis, Minnesota 55416

If to Grantee: General Manager
MediaOne
950 Woodhill Drive
Roseville, Minnesota 55113

With copies to: John F. Gibbs, Esq.
Robins, Kaplan, Miller & Ciresi, L.L.P.
2800 LaSalle Plaza
800 LaSalle Ave. So.
Minneapolis, Minnesota 55402

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

10. Subscriber Network Drops to Designated Buildings. Grantee shall provide, free of charge, Installation of one (1) subscriber network Drop, one (1) cable outlet, one (1) Converter, if necessary, and monthly Basic Cable Service without charge to the institutions identified on Exhibit B attached hereto and made a part hereof, and such other public or educational institutions subsequently designated by City which is located five hundred (500) feet or less from the existing Subscriber network. Any such institution located more than five hundred (500) feet shall be connected if such institution agrees to reimburse Grantee for Grantee's actual costs in excess of the five hundred (500) foot installation actual costs.

Additional subscriber network Drops and/or outlets in any of the locations identified on Exhibit B will be installed by Grantee at the cost of Grantee's time

and material. Alternatively, said institution may add outlets at its own expense, as long as such Installation meets Grantee's standards. Grantee shall have three (3) months from the date of City designation of additional institution(s) to complete construction of the Drop and outlet unless weather or other conditions beyond the control of Grantee requires more time. The provision of Institutional Network service is addressed in Section 7 herein.

SECTION 3.

CONSTRUCTION STANDARDS

1. Registration, Permits and Construction Codes.
 - a. Grantee shall strictly adhere to all state and local laws and building and zoning codes currently or hereafter applicable to location, construction, installation, operation or maintenance of the System in City and give due consideration at all times to the aesthetics of the property.
 - b. Failure to obtain permits or comply with permit requirements shall be grounds for revocation of this Franchise, or any lesser sanctions provided herein or in any other applicable law.
2. Repair of Rights-of-Way and Property. Any and all Rights-of-Way, or public or private property, which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance, expansion, extension or reconstruction of the System shall be promptly and fully restored by Grantee, at its expense, to the same condition as that prevailing prior to Grantee's work, as determined by City. If Grantee shall fail to promptly perform the restoration required herein, after written request of City and reasonable opportunity to satisfy that request, City shall have the right to put the Rights-of-Way, public, or private property back into good condition. In the event City determines that Grantee is responsible for such disturbance or damage, Grantee shall be obligated to fully reimburse City for such restoration.
3. Conditions on Right-of-Way Use.
 - a. Nothing in this Franchise shall be construed to prevent City from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Right-of-Way; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.
 - b. All System transmission and distribution structures, lines and equipment erected by the Grantee within City shall be located so as not to obstruct or

interfere with the use of Rights-of-Way except for normal and reasonable obstruction and interference which might occur during construction and to cause minimum interference with the rights of property owners who abut any of said Rights-of-Way and not to interfere with existing public utility installations.

- c. If at any time during the period of this Franchise City shall elect to alter or change the grade or location of any Right-of-Way, the Grantee shall, at its own expense, upon reasonable notice by City, remove and relocate its poles, wires, cables, conduits, manholes and other fixtures of the System, and in each instance comply with the reasonable and lawful standards and specifications of City.
 - d. The Grantee shall not place poles, conduits, or other fixtures of System above or below ground where the same will interfere with any gas, electric, telephone, water or other utility fixtures and all such poles, conduits, or other fixtures placed in any Right-of-Way shall be so placed as to comply with all reasonable and lawful requirements of City.
 - e. The Grantee shall, upon request of any Person holding a moving permit issued by City, temporarily move its wires or fixtures to permit the moving of buildings with the expense of such temporary removal to be paid by the Person requesting the same, and the Grantee shall be given not less than ten (10) days advance written notice to arrange for such temporary changes.
 - f. The Grantee shall have the authority to trim any trees upon and overhanging the Rights-of-Way of City so as to prevent the branches of such trees from coming in contact with the wires and cables or other facilities of the Grantee.
 - g. Grantee shall use its best efforts to give reasonable prior notice to any adjacent private property owners who will be negatively affected or impacted by Grantee's work in the Rights-of-Way.
4. Undergrounding of Cable. Unless otherwise required by action of City Council, Grantee must place newly constructed facilities underground in areas of City where all other utility lines are placed underground. Amplifier boxes and pedestal mounted terminal boxes may be placed above ground if existing technology reasonably requires, but shall be of such size and design and shall be so located as not to be unsightly or unsafe, all pursuant to plans submitted with Grantee's permit application(s) and approved by City.
5. Installation of Facilities. No poles, conduits, amplifier boxes, pedestal mounted terminal boxes, similar structures, or other wire-holding structures shall be erected or installed by the Grantee without required permit of City.

6. Safety Requirements.
 - a. The Grantee shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage or injuries.
 - b. The Grantee shall install and maintain its System and other equipment in accordance with City's codes and the requirements of the National Electric Safety Code and all other applicable FCC, state and local regulations, and in such manner that they will not interfere with City communications technology related to health, safety and welfare of the residents.
 - c. All System structures, and lines, equipment and connections in, over, under and upon the Rights-of-Way of City, wherever situated or located, shall at all times be kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the life or property of City or any Person.

SECTION 4.

DESIGN PROVISIONS

1. System Upgrade; Minimum Channel Capacity.
 - a. Grantee shall develop, construct and operate for the term of this Franchise a System providing 750 MHz capacity and which is fully activated with the capability of delivering to all Subscribers capable of receiving them a minimum of up to 81 video programmed channels. Construction will be completed and channels activated as described in Exhibit C attached.
 - b. The System will utilize a hybrid fiber-coaxial architecture as detailed in the Proposal. In addition, the System will be designed with the capability to transmit return signals upstream in the 5 - 40 MHz spectrum which shall be activated as Commercial Need dictates. Finally, in conjunction with the upgrade, Grantee shall replace all existing headend equipment with state-of-the-art standard frequency headend equipment.
 - c. Grantee shall develop, construct and operate a System capable of providing non-video services such as high-speed data transmission, Internet access, and other competitive services which shall be activated as Marketplace Need dictates. Grantee may use 200 MHz of the total 750 MHz System capacity for the provision of such services.

- d. During the design, walkout and preliminary construction activities related to upgrade of the System, Grantee shall seek to identify the non-video interests of the business community within City and will seek to quantify business community demand for non-video services. Grantee shall report the results of its investigation into business demand for non-video services to the City or its designee no later than one (1) year from the commencement date of the Franchise.
- e. All final programming decisions remain the discretion of Grantee in accordance with the Proposal, provided that Grantee notifies City and Subscribers in writing thirty (30) days prior to any channel additions, deletions, or realignments, and further subject to Grantee's signal carriage obligations hereunder and pursuant to 47 U.S.C. § 531-536, and further subject to City's rights pursuant to 47 U.S.C. § 545. Location and relocation of the PEG Channels shall be governed by Section 6, 1. (c).

2. Construction Timetable.

- a. Grantee shall complete all construction related to the System upgrade required by Section 4 herein on or before November 30, 2000, in accordance with the specific timeline identified in Exhibit C attached. Failure to timely complete such construction shall be a violation of this Franchise.
- b. The System, once upgraded, shall continue to offer Service to all dwelling units serviceable prior to upgrade and shall extend Service to any area within the corporate boundaries of City which was not previously constructed which exceeds a density of 35 dwelling units per cable mile or greater for overhead plant and 50 dwelling units per cable mile for underground plant.
- c. Within ninety (90) days after the commencement of the renewal term of this Franchise, Grantee shall commence application for all necessary permits, licenses, certificates and authorizations which are required in the conduct of its business. Failure to timely commence application for the aforementioned authorizations shall be a violation of this Franchise.
- d. Within ninety (90) days after commencement of the term of this renewed Franchise, Grantee will commence System design, walkout and all other preliminary construction activities related to upgrade of the System and shall give written notice thereof to City upon commencement of such activities.

3. Interruption of Service. The Grantee shall interrupt service only for good cause and for the shortest time possible. Such interruption shall occur during periods of

minimum use of the System. If service is interrupted for a total period of more than forty eight (48) hours in any thirty (30) day period, Subscribers shall be credited pro rata for such interruption.

4. Technical Standards. The technical standards used in the operation of the System shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Systems pursuant to Title 47, Section 76.601 to 76.617, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference.
5. Special Testing.
 - a. The City shall have the right to inspect all construction or installation work performed pursuant to the provisions of the Franchise. In addition, the City may require special testing of a location or locations within the System if there is a particular matter of controversy or unresolved complaints regarding such construction or installation work or pertaining to such location(s). Demand for such special tests may be made on the basis of complaints received or other evidence indicating an unresolved controversy or noncompliance. Such tests shall be limited to the particular matter in controversy or unresolved complaints. The City shall endeavor to so arrange its request for such special testing so as to minimize hardship or inconvenience to Grantee or to the Subscribers caused by such testing.
 - 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. The City shall meet with Grantee prior to requiring special tests to discuss the need for such and, if possible, visually inspect those locations which are the focus of concern. If, after such meetings and inspections, City wishes to commence special tests and the thirty (30) days have elapsed without correction of the matter in controversy or unresolved complaints, the tests shall be conducted at Grantee's expense by a qualified engineer selected by City and Grantee, and Grantee shall cooperate in such testing.
6. Drop Testing and Replacement. Grantee shall insert a 750 MHz carrier at a level 10db below the video carriers that will be measured by Grantee as a normal procedure during all service calls. In addition, the Drops and related passive equipment will be inspected during Installations to assure that the Drop and passive equipment can pass the full 750 MHz System capacity. In the event measurement of the carrier or the inspection demonstrate that a Drop or associated passive equipment do not pass the full 750 MHz, the Subscriber address will be recorded by Grantee and Grantee shall provide City, or its designee, upon request a report indicating the addresses where Drops or associated passive equipment have failed. Grantee shall replace all failing Drops and/or associated passive equipment at the

time the address upgrades service to a level which requires a signal above the 550 MHz spectrum at no separate charge to the individual subscriber.

7. FCC Reports. The results of any tests required to be filed by Grantee with the FCC shall upon request of City also be filed with the City or its designee within ten (10) days of the conduct of such tests.
8. Interconnection. The System servicing the Cities of Arden Hills, Falcon Heights, Lauderdale, Little Canada, Mounds View, New Brighton, North Oaks, Roseville, St. Anthony, and Shoreview shall continue to be completely interconnected. In addition, Grantee shall make available for interconnection purposes one (1) six (6) MHz channel for forward video purposes, one (1) six (6) MHz channel for return video purposes, one (1) six (6) MHz channel for forward data or other purposes, and one (1) six (6) MHz channel for return data or other purposes between all Systems adjacent to the North Suburban System and under common ownership with Grantee.
9. Nonvoice Return Capability. Grantee is required to use cable and associated electronics having the technical capacity for nonvoice return communications.
10. Lockout Device. Upon the request of a Subscriber, Grantee shall make available a Lockout Device at no additional charge to Subscribers.

SECTION 5.

SERVICE PROVISIONS

1. Regulation of Service Rates.
 - a. The City may regulate rates for the provision of Cable Service, equipment, or any other communications service provided over the System to the extent allowed under federal or state law(s). City reserves the right to regulate rates for any future services to the extent permitted by law.
 - b. Grantee shall give City and Subscribers written notice of any change in a rate or charge at least one billing cycle prior to the effective date of the change. Bills must be clear, concise, and understandable, with itemization of all charges.
2. Non-Standard Installations. Grantee shall install and provide Cable Service to any Person requesting other than a Standard Installation provided that said Cable Service can meet FCC technical specifications and all payment and policy obligations are met. In such case, Grantee may charge for the incremental increase in material and labor costs incurred beyond the Standard Installation.

3. Sales Procedures. Grantee shall not exercise deceptive sales procedures when marketing any of its services within City. In its initial communication or contact with a non-Subscriber and in all general solicitation materials marketing the Grantee or its services as a whole, Grantee shall inform the non-Subscriber of all levels of service available, including the lowest priced and free service tiers. Grantee shall have the right to market door-to-door during reasonable hours consistent with local ordinances and regulation.

4. Subscriber Inquiry and Complaint Procedures.
 - a. Grantee shall have a publicly listed toll-free telephone number which shall be operated so as to receive Subscriber complaints and requests on a twenty-four (24) hour-a-day, seven (7) days-a-week, 365 days a year basis. During normal business hours, trained representatives of Grantee shall be available to respond to Subscriber inquiries.

 - b. Grantee shall maintain adequate numbers of telephone lines and personnel to respond in a timely manner to schedule service calls and answer Subscriber complaints or inquiries in a manner consistent with regulations adopted by the FCC and City where applicable and lawful. 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 (90) percent of the time under normal operating conditions, measured on a quarterly basis. Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time. Grantee shall respond to written complaints with copy to City or its designee within thirty (30) days.

 - c. Subject to Grantee's obligations pursuant to law regarding privacy of certain information, Grantee shall prepare and maintain written records of all complaints received from City and the resolution of such complaints, including the date of such resolution. Such written records shall be on file at the office of Grantee. Grantee shall provide City with a written summary of such complaints and their resolution upon request of City. As to Subscriber complaints, Grantee shall comply with FCC record-keeping regulations, and make the results of such record-keeping available to City upon request.

 - d. Subscriber requests for repairs shall be performed within thirty-six (36) hours of the request unless conditions beyond the control of Grantee prevent such performance. Grantee may schedule appointments for Installations and other service call either at a specific time or, at a maximum, during a four hour time block during normal business hours.

Grantee may also schedule service calls outside normal business hours for the convenience of customers. Grantee shall use its best efforts to not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment. If the installer or technician is late and will not meet the specified appointment time, he/she must use his/her best efforts to contact the customer and reschedule the appointment at the sole convenience of the customer. Service call appointments must be met in a manner consistent with FCC standards.

5. Subscriber Contracts. Grantee shall file with City any standard form 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 Subscriber contract(s) shall be available for public inspection during normal business hours.
6. Refund Policy. In the event a Subscriber establishes or terminates service and receives less than a full month's service, Grantee shall prorate the monthly rate on the basis of the number of days in the period for which service was rendered to the number of days in the billing.
7. Late Fees. Fees for the late payment of bills shall not be assessed until after the service has been fully provided and, as of the due date of the bill notifying Subscriber of an unpaid balance, the bill remains unpaid. Late Fees may not exceed the actual costs to Grantee of late payment of bills and the servicing and collecting of such accounts.
8. Office Policy. Grantee shall maintain a location in City or the Franchise territory encompassing any joint regulatory body of which City is a Member for receiving Subscriber inquiries and bill payments. The location must be staffed by a person capable of receiving inquiries and bill payments. In addition, Grantee shall maintain a local drop box for receiving Subscriber payments after hours.

SECTION 6.

ACCESS CHANNEL(S) PROVISIONS

1. Public, Educational and Government Access.
 - a. City or its designee is hereby designated to operate, administer, promote, and manage access (public, education, and government programming) (hereinafter "PEG access") programming on the Cable System.
 - b. Grantee shall dedicate 12 channel(s) for PEG access and community programming use in accordance with the Proposal. All residential

Subscribers who receive all or any part of the total services offered on the System shall be eligible to receive such channels at no additional charge. The channel(s) shall be activated upon the effective date of this Franchise and thereafter maintained. City may rename, reprogram, or otherwise change the use of these channels in its sole discretion, provided such use is non-commercial, lawful, and retains the general purpose of the provision of community programming. Nothing herein shall diminish the City's rights to secure additional channels pursuant to Minn. Stat. § 238.084, which is expressly incorporated herein by reference. City shall provide ninety (90) days prior written notice to Grantee of City's intent to activate access channels.

- c. Each public and government access channel(s) required by this Section shall retain the channel designation/number it had as of the commencement of this Franchise term. Grantee may not move or otherwise change the channel number or location of any public or government access or community program channel without the written approval of the City or its designee. Upon six (6) months notice to City, any other access channel may be moved by Grantee, but in no event more than once every two (2) years unless otherwise allowed by City, provided Grantee pays all reasonable costs or expenses arising out of the channel move including, but not limited to, equipment necessary to effect the change at the programmer's production or receiving facility (school frequency routing equipment, etc.), signage, letterhead, business cards, and reasonable marketing or other constituency notification costs. In any event, those access channels carried on the universal service tier pursuant to the MOU shall remain on the universal service tier. This paragraph shall not apply to Regional Channel 6.

2. Charges for Use. Channel time and playback of prerecorded programming on the PEG access and community program channel(s) must be provided without charge to City and the public.
3. Access Rules. City, or its designee, shall implement rules for use of any access channel(s).
4. Access Support. Grantee shall continue to be obligated pursuant to the MOU, and shall additionally provide \$667,286.00 over the term of this Franchise for the acquisition of new equipment according to the schedule in Exhibit A attached.
5. Studio Relocation. In addition to the agreement between the City and Grantee regarding the North Suburbs Access Corporation relocation pursuant to the access transfer agreement, the following shall apply: If North Suburbs Access Corporation expends, with Grantee's express written consent which may not be unreasonably withheld, over \$1,000.00 to remodel or renovate its leasehold in a

twelve (12) month period and Grantee thereafter requires North Suburbs Access Corporation to move studio locations, Grantee shall reimburse North Suburbs Access Corporation 100% of its expenditures if the request to move is within one (1) year of the expense of North Suburbs Access Corporation. Said reimbursement shall be decreased by 20% for each year the expense was incurred prior to the date North Suburbs Access Corporation is required to move.

6. Regional Channel 6. Grantee shall designate standard VHF Channel 6 for uniform regional channel usage.
7. State and Federal Law compliance. Satisfaction of the requirements of this Section 6 satisfies any and all of Grantee's state and federal law requirements of Grantee with respect to PEG access.

SECTION 7.

INSTITUTIONAL NETWORK (I-NET) PROVISIONS

1. Capacity.
 - a. Grantee shall provide an Institutional Network with 54 channel capacity (16 upstream channels and 38 downstream channels) in the 5-450 MHz spectrum, all in accordance with the Proposal. All institutions designated on Exhibit B attached hereto and made a part hereof shall be connected to the Institutional Network along with any new City Hall which may be constructed by City or to which City may otherwise move its government offices or City Council meeting locations. Other public or educational institutions subsequently designated by City shall be connected to the Institutional Network if the designated institution is located less than five hundred (500) feet from the existing Institutional Network, or if such designated institution agrees to reimburse Grantee for Grantee's actual costs in excess of the five hundred (500) foot installation actual costs.
 - b. All institutions designated on Exhibit B attached shall be allowed to make use of the full channel capacity for video uses at no charge. The institutions designated on Exhibit B attached may make use of three (3)-6 MHz channels downstream and three (3)-6 MHz channels upstream for non-video uses at no charge.
 - c. Grantee shall construct and thereafter maintain fiber optics to the Institutional Network nodes which shall include two (2) fibers to transmit the fifty-four (54) channels required in subparagraph a. above, and four (4) additional fibers which are expressly for the use of the institutions listed in Exhibit B.

Charges to designated institutions for non-video use of the channels other than the six (6) non-video dedicated channels (three (3) upstream and three (3) downstream) on the Institutional Network required in subparagraph a. above shall be calculated based on Grantee's actual cost plus a 45% margin or the "most favored comparable user rate", whichever is lower. Charges to the designated institutions for video or non-video use of the six (6) fibers provided to the Institutional Network nodes shall be calculated based only upon Grantee's incremental actual cost for providing the additional six (6) fibers.

Use of the Institutional Network by a designated institution is limited to its own use(s) and no institution may sell Institutional Network capacity or usage to any third party, without the express written consent of Grantee.

2. Grantee's Use of Capacity. Grantee may use available capacity on the fifty-four (54) channel Institutional Network required in Paragraph 1a. above for other uses including commercial uses, provided, however, that usage of seventy-five percent (75%) of such capacity by designated institutions shall have priority over other uses subject to rules or policies adopted by Grantee and approved in advance by City. Further, should City determine that any portion of Grantee's use of the twenty-five percent (25%) should be terminated to accommodate the use by a designated institution for video purposes, City may direct that Grantee terminate its use at the expiration of any third party use contract or three (3) years, whichever is sooner.
3. End-User Equipment.
 - a. Designated institutions shall be generally responsible for providing their own end-user equipment. However, Grantee shall provide at no charge twenty (20) new modulators for City and/or designated institutions use of the Institutional Network, all as approved by the City.
 - b. With respect to non-video end-user equipment, upon request by a designated institution, Grantee must either lease the equipment requested to the requesting institution or make reasonable efforts to arrange for the lease of such equipment. Within 30 days of a written request, Grantee must notify the requesting institution in writing of its ability or inability to lease the requested equipment and the terms of such lease. The City, its designee, or the requesting institution may purchase or lease the equipment from any vendor.
 - c. In addition, Grantee will provide standby power for the Institutional Network, provide fifteen (15) new pilot generators, re-tune ten (10) existing return pilot generators, and re-tune one hundred twenty-four (124) existing return amplifiers.

4. Service Standards. Grantee shall maintain those technical and performance standards as are detailed in Exhibit D attached. Grantee shall provide the City, or its designee, upon request with reports of the performance of the I-Net and Grantee's compliance with the technical and performance standards.

SECTION 8.

OPERATION AND ADMINISTRATION PROVISIONS

1. Administration of Franchise. The City Administrator or other designee shall have continuing regulatory jurisdiction and supervision over the System and the Grantee's operation under the Franchise. The City, or its designee, may issue such reasonable rules and regulations concerning the construction, operation and maintenance of the System as are consistent with the provisions of the Franchise and law.
2. Delegated Authority. The City may appoint a citizen advisory body or a Joint Powers Commission, or may delegate to any other body or Person authority to administer the Franchise and to monitor the performance of the Grantee pursuant to the Franchise. Grantee shall cooperate with any such delegatee of City.
3. Franchise Fee.
 - a. During the term of the Franchise, Grantee shall pay quarterly to City or its delegatee a Franchise Fee in an amount equal to five percent (5%) of its quarterly Gross Revenues, or such other amounts as are subsequently permitted by federal statute.
 - b. Any payments due under this provision shall be payable quarterly. The payment shall be made within thirty (30) days of the end of each of Grantee's fiscal quarters together with a report showing the basis for the computation.
 - c. All amounts paid shall be subject to audit and recomputation by City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount.
4. Access to Records. The City shall have the right to inspect, upon reasonable notice and during normal business hours, or require Grantee to provide within a reasonable time copies of any records maintained by Grantee which relate to System operations including specifically Grantee's accounting and financial records.

5. Reports and Maps to be Filed with City.
 - a. Grantee shall file with the City, at the time or payment of the Franchise Fee, a report of all Gross Revenues in form and substance as required by City.
 - b. Grantee shall prepare and furnish to City, at the times and in the form prescribed, such other reasonable reports with respect to Grantee's operations pursuant to this Franchise as City may require.
 - c. If required by City, Grantee shall furnish to and file with City Administrator the maps, plats, and permanent records of the location and character of all facilities constructed, including underground facilities, and Grantee shall file with City updates of such maps, plats and permanent records annually if changes have been made in the System.

6. Periodic Evaluation.
 - a. The City may require evaluation sessions at any time during the term of this Franchise, upon fifteen (15) days written notice to Grantee.
 - b. Topics which may be discussed at any evaluation session may include, but are not limited to, application of new technologies, System performance, programming offered, access channels, facilities and support, municipal uses of cable, subscriber rates, customer complaints, amendments to this Franchise, judicial rulings, FCC rulings, line extension policies and any other topics City deems relevant.
 - c. As a result of a periodic review or evaluation session, upon notification from City, Grantee shall meet with city and undertake good faith efforts to reach agreement on changes and modifications to the terms and conditions of the Franchise which are both economically and technically feasible.

SECTION 9.

GENERAL FINANCIAL AND INSURANCE PROVISIONS

1. Performance Bond.
 - a. At the time the Franchise becomes effective and at all times thereafter, until the Grantee has liquidated all of its obligations with City, the Grantee shall furnish a bond to City in the amount of \$500,000.00 in a form and with such sureties as reasonably acceptable to City. This bond will be conditioned upon the faithful performance by the Grantee of its Franchise obligations and upon the further condition that in the event the Grantee

shall fail to comply with any law, ordinance or regulation governing the Franchise, there shall be recoverable jointly and severally from the principal and surety of the bond any damages or loss suffered by City as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the Grantee, plus a reasonable allowance for attorneys' fees and costs, up to the full amount of the bond, and further guaranteeing payment by the Grantee of claims, liens and taxes due City which arise by reason of the construction, operation, or maintenance of the System. The rights reserved by City with respect to the bond are in addition to all other rights City may have under the Franchise or any other law. City may, from year to year, in its sole discretion, reduce the amount of the bond.

- b. The time for Grantee to correct any violation or liability, shall be extended by City if the necessary action to correct such violation or liability is, in the sole determination of City, of such a nature or character as to require more than thirty (30) days within which to perform, provided Grantee provides written notice that it requires more than thirty (30) days to correct such violations or liability, commences the corrective action within the thirty (30) days period and thereafter uses reasonable diligence to correct the violation or liability.
- c. In the event this Franchise is revoked by reason of default of Grantee, City shall be entitled to collect from the performance bond that amount which is attributable to any damages sustained by City as a result of said default or revocation.
- d. Grantee shall be entitled to the return of the performance bond, or portion thereof, as remains sixty (60) days after the expiration of the term of the Franchise or revocation for default thereof, provided City has not notified Grantee of any actual or potential damages incurred as a result of Grantee's operations pursuant to the Franchise or as a result of said default.
- e. The rights reserved to City with respect to the performance bond are in addition to all other rights of City whether reserved by this Franchise or authorized by law, and no action, proceeding or exercise of a right with respect to the performance bond shall affect any other right City may have.

2. Letter of Credit.

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

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

- c. In addition to recovery of any monies owed by Grantee to City or any person or damages to City or any person as a result of any acts or omissions by Grantee pursuant to the Franchise, City in its sole discretion may charge to and collect from the Letter of Credit the following penalties:
 - i. For failure to timely complete System upgrades as provided in this Franchise unless City approves the delay, the penalty shall be \$500.00 per day for each day, or part thereof, such failure occurs or continues.

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

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

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

 - v. For Grantee's breach of any written contract or agreement with or to the City or its designee, the penalty shall be \$500.00 per day for each day, or part thereof, such breach occurs or continues.

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

- d. Each violation of any provision of this Franchise shall be considered a separate violation for which a separate penalty can be imposed.
- e. Whenever City finds that Grantee has violated one or more terms, conditions or provisions of this Franchise, or for any other violation contemplated in Subparagraph c. above, a written notice shall be given to Grantee informing it of such violation. At any time after thirty (30) days (or such longer reasonable time which, in the sole determination of City, is necessary to cure the alleged violation) following local receipt of notice, provided Grantee remains in violation of one or more terms, conditions or provisions of this Franchise, in the sole opinion of City, City may draw from the Letter of Credit all penalties and other monies due City from the date of the local receipt of notice.
- f. Whenever the Letter of Credit is drawn upon, Grantee may, within seven (7) days of such draw, notify City in writing that there is a dispute as to whether a violation or failure has in fact occurred. Such written notice by Grantee to City shall specify with particularity the matters disputed by Grantee. All penalties shall continue to accrue and City may continue to draw from the Letter of Credit during any appeal pursuant to this subparagraph f.
 - i. City shall hear Grantee's dispute within sixty (60) days and render a final decision within sixty (60) days thereafter.
 - ii. Upon the determination of City that no violation has taken place, City shall refund to Grantee, without interest, all monies drawn from the Letter of Credit by reason of the alleged violation.
- g. If said Letter of Credit or any subsequent Letter of Credit delivered pursuant thereto expires prior to thirty (30) months after the expiration of the term of this Franchise, it shall be renewed or replaced during the term of this Franchise to provide that it will not expire earlier than thirty (30) months after the expiration of this Franchise. The renewed or replaced Letter of Credit shall be of the same form and with a bank authorized herein and for the full amount stated in Paragraph A of this Section.
- h. If City draws upon the Letter of Credit or any subsequent Letter of Credit delivered pursuant hereto, in whole or in part, Grantee shall replace or replenish to its full amount the same within ten (10) days and shall deliver to City a like replacement Letter of Credit or certification of replenishment for the full amount stated in Section 9.2 (a) as a substitution of the previous Letter of Credit. This shall be a continuing obligation for any draws upon the Letter of Credit.

- i. If any Letter of Credit is not so replaced or replenished, City may draw on said Letter of Credit for the whole amount thereof and use the proceeds as City determines in its sole discretion. The failure to replace or replenish any Letter of Credit may also, at the option of the City, be deemed a default by Grantee under this Franchise. The drawing on the Letter of Credit by City, and use of the money so obtained for payment or performance of the obligations, duties and responsibilities of Grantee which are in default, shall not be a waiver or release of such default.
- j. The collection by City of any damages, monies or penalties from the Letter of Credit shall not affect any other right or remedy available to City, nor shall any act, or failure to act, by City pursuant to the Letter of Credit, be deemed a waiver of any right of City pursuant to this Franchise or otherwise.

3. Indemnification of City.

- a. City, its officers, boards, committees, commissions, elected officials, employees and agents shall not be liable for any loss or damage to any real or personal property of any Person, or for any injury to or death of any Person, arising out of or in connection with Grantee's construction, operation, maintenance, repair or removal of the System or as to any other action of Grantee with respect to this Franchise.
- b. Grantee shall indemnify, defend, and hold harmless City, its officers, boards, committees, commissions, elected officials, employees and agents, from and against all liability, damages, and penalties which they may legally be required to pay as a result of the City's exercise, administration, or enforcement of the Franchise.
- c. Nothing in this Franchise relieves a Person, except City, from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee's facilities while performing work connected with grading, regarding, or changing the line of a Right-of-Way or public place or with the construction or reconstruction of a sewer or water system.

4. Insurance.

- a. As a part of the indemnification provided in Section 8.3, but without limiting the foregoing, Grantee shall file with City at the time of its acceptance of this Franchise, and at all times thereafter maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy, including broadcaster's/cablecaster's liability and contractual liability coverage, in protection of the Grantee, and the City, its officers, elected officials, boards, commissions, agents and employees

for any and all damages and penalties which may arise as a result of this Franchise. The policy or policies shall name the City as an additional insured, and in their capacity as such, City officers, elected officials, boards, commissions, agents and employees.

- b. The policies of insurance shall be in the sum of not less than \$1,000,000.00 for personal injury or death of any one Person, and \$2,000,000.00 for personal injury or death of two or more Persons in any one occurrence, \$500,000.00 for property damage to any one person and \$2,000,000.00 for property damage resulting from any one act or occurrence.
- c. The policy or policies of insurance shall be maintained by Grantee in full force and effect during the entire term of the Franchise. Each policy of insurance shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether at the request of Grantee or for other reasons, except after sixty (60) days advance written notice have been provided to City.

SECTION 10.

SALE, ABANDONMENT, TRANSFER AND REVOCATION OF FRANCHISE

1. City's Right to Revoke.

- a. In addition to all other rights which City has pursuant to law or equity, City reserves the right to commence proceedings to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if it is determined by City that:
 - i. Grantee has violated material provisions(s) of this Franchise; or
 - ii. Grantee has attempted to evade any of the provisions of the Franchise; or
 - iii. Grantee has practiced fraud or deceit upon City.

City may revoke this Franchise without the hearing required by 9.2(b) herein if Grantee is adjudged a bankrupt.

2. Procedures for Revocation.

- a. City shall provide Grantee with written notice of a cause for revocation and the intent to revoke and shall allow Grantee thirty (30) days subsequent to receipt of the notice in which to correct the violation or to provide adequate

assurance of performance in compliance with the Franchise. In the notice required herein, City shall provide Grantee with the basis of the revocation.

- b. Grantee shall be provided the right to a public hearing affording due process before the City Council prior to the effective date of revocation, which public hearing shall follow the thirty (30) day notice provided in subparagraph (a) above. City shall provide Grantee with written notice of its decision together with written findings of fact supplementing said decision.
 - c. Only after the public hearing and upon written notice of the determination by City to revoke the Franchise may Grantee appeal said decision with an appropriate state or federal court or agency.
 - d. During the appeal period, the Franchise shall remain in full force and effect unless the term thereof sooner expires or unless continuation of the Franchise would endanger the health, safety and welfare of any person or the public.
3. Abandonment of Service. Grantee may not abandon the System or any portion thereof without having first given three (3) months written notice to City. Grantee may not abandon the System or any portion thereof without compensating City for damages resulting from the abandonment, including all costs incident to removal of the System.
4. Removal After Abandonment, Termination or Forfeiture.
- a. In the event of termination or forfeiture of the Franchise or abandonment of the System, City shall have the right to require Grantee to remove all or any portion of the System from all Rights-of-Way and public property within City.
 - b. If Grantee has failed to commence removal of System, or such part thereof as was designated by City, within thirty (30) days after written notice of City's demand for removal is given, or if Grantee has failed to complete such removal within twelve (12) months after written notice of City's demand for removal is given, City shall have the right to apply funds secured by the Letter of Credit and Performance Bond toward removal and/or declare all right, title, and interest to the System to be in City with all rights of ownership including, but not limited to, the right to operate the System or transfer the System to another for operation by it.

5. Sale or Transfer of Franchise.

- a. No sale or transfer of the Franchise, or sale, transfer, or fundamental corporate change of or in Grantee, including, but not limited to, a fundamental corporate change in Grantee's parent corporation or any entity having a controlling interest in Grantee, the sale of a controlling interest in the Grantee's assets, a merger including the merger of a subsidiary and parent entity, consolidation, or the creation of a subsidiary or affiliate entity, shall take place until a written request has been filed with City requesting approval of the sale, transfer, or corporate change and such approval has been granted or deemed granted, provided, however, that said approval shall not be required where Grantee grants a security interest in its Franchise and/or assets to secure an indebtedness.
- b. Any sale, transfer, exchange or assignment of stock in Grantee, or Grantee's parent corporation or any other entity having a controlling interest in Grantee, so as to create a new controlling interest therein, shall be subject to the requirements of this Section 10.5. The term "controlling interest" as used herein is not limited to majority stock ownership, but includes actual working control in whatever manner exercised. In any event, as used herein, a new "controlling interest" shall be deemed to be created upon the acquisition through any transaction or group of transactions of a legal or beneficial interest of fifteen percent (15%) or more by one Person. Acquisition by one Person of an interest of five percent (5%) or more in a single transaction shall require notice to City.
- c. The Grantee shall file, in addition to all documents, forms and information required to be filed by applicable law, the following:
 1. All contracts, agreements or other documents that constitute the proposed transaction and all exhibits, attachments, or other documents referred to therein which are necessary in order to understand the terms thereof.
 2. A list detailing all documents filed with any state or federal agency related to the transaction including, but not limited to, the MPUC, the FCC, the FTC, the FEC, the SEC or MnDOT. Upon request, Grantee shall provide City with a complete copy of any such document; and
 3. Any other documents or information related to the transaction as may be specifically requested by the City.
- d. City shall have such time as is permitted by federal law in which to review a transfer request.

- e. The Grantee shall reimburse City for all the legal, administrative, and consulting costs and fees associated with the City's review of any request to transfer. Nothing herein shall prevent Grantee from negotiating partial or complete payment of such costs and fees by the transferee. Grantee may not itemize any such reimbursement on Subscriber bills, but may recover such expenses in its subscriber rates.
- f. In no event shall a sale, transfer, corporate change, or assignment of ownership or control pursuant to subparagraph (a) or (b) of this Section be approved without the transferee becoming a signatory to this Franchise and assuming all rights and obligations thereunder, and assuming all other rights and obligations of the transferor to the City including, but not limited to, any adequate guarantees or other security instruments provided by the transferor.
- g. In the event of any proposed sale, transfer, corporate change, or assignment pursuant to subparagraph (a) or (b) of this Section, City shall have the right to purchase the System for the value of the consideration proposed in such transaction. City's right to purchase shall arise upon City's receipt of notice of the material terms of an offer or proposal for sale, transfer, corporate change, or assignment, which Grantee has accepted. Notice of such offer or proposal must be conveyed to City in writing and separate from any general announcement of the transaction.
- h. City shall be deemed to have waived its right to purchase the System pursuant to this Section only in the following circumstances:
 - i. If City does not indicate to Grantee in writing, within sixty (60) days of receipt of written notice of a proposed sale, transfer, corporate change, or assignment as contemplated in Section 10.5 (g) above, its intention to exercise its right of purchase; or
 - ii. It approves the assignment or sale of the Franchise as provided within this Section.
- i. No Franchise may be transferred if City determines Grantee is in noncompliance of the Franchise unless an acceptable compliance program has been approved by City. The approval of any transfer of ownership pursuant to this Section shall not be deemed to waive any rights of City to subsequently enforce noncompliance issues relating to this Franchise even if such issues predated the approval, whether known or unknown to City.

SECTION 11.

PROTECTION OF INDIVIDUAL RIGHTS

1. Discriminatory Practices Prohibited. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of race, color, religion, national origin, sex, age, status as to public assistance, affectional preference, or disability. Grantee shall comply at all times with all other applicable federal, state, and city laws, and all executive and administrative orders relating to nondiscrimination.

2. Subscriber Privacy.
 - a. No signals including signals of a Class IV Channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever. Such permission shall be required for each type or classification of Class IV Channel activity planned for the purpose of monitoring individual viewing patterns or practices.

 - b. No lists of the names and addresses of Subscribers or any lists that identify the viewing habits of Subscribers shall be sold or otherwise made available to any party other than to Grantee or its agents for Grantee's service business use or to City for the purpose of Franchise administration, and also to the Subscriber subject of that information, unless Grantee has received specific written authorization from the Subscriber to make such data available. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever.

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

SECTION 12.

UNAUTHORIZED CONNECTIONS AND MODIFICATIONS

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

SECTION 13.

MISCELLANEOUS PROVISIONS

1. Franchise Renewal. Any renewal of this Franchise shall be performed in accordance with applicable federal, state and local laws and regulations. The term of any renewed Franchise shall be limited to a period not to exceed fifteen (15) years.
2. Work Performed by Others. All applicable obligations of this Franchise shall apply to any subcontractor or others performing any work or services pursuant to the provisions of this Franchise, however, in no event shall any such subcontractor or other performing work obtain any rights to maintain and operate a System or provide Cable Service. Grantee shall provide notice to City of the name(s) and address(es) of any entity, other than Grantee, which performs substantial services pursuant to this Franchise.
3. Amendment of Franchise Ordinance. Grantee and City may agree, from time to time, to amend this Franchise. Such written amendments may be made subsequent to a review session pursuant to Section 7.5 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 or City's authority to unilaterally amend Franchise provisions to the extent permitted by law.

4. Compliance with Federal, State and Local Laws.

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

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

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

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

or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

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

SECTION 14.

PUBLICATION EFFECTIVE DATE; ACCEPTANCE AND EXHIBITS

1. Publication: Effective Date. This Franchise shall be published in accordance with applicable local and Minnesota law. The Effective Date of this Franchise shall be the date of acceptance by Grantee in accordance with the provisions of Section 14.2.
2. Acceptance.
 - a. Grantee shall accept this Franchise within sixty (60) of its enactment by the City Council, unless the time for acceptance is extended by City. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes provided, however, this Franchise shall not be effective until all City ordinance adoption procedures are complied with and all applicable timelines have run for the adoption of a City ordinance. In the event acceptance does not take place, or should all ordinance adoption procedures and timelines not be completed, this Franchise and any and all rights granted hereunder to Grantee shall be null and void.
 - b. Upon acceptance of this Franchise, Grantee and City shall be bound by all the terms and conditions contained herein.
 - c. Grantee shall accept this Franchise in the following manner:
 - i. This Franchise will be properly executed and acknowledged by Grantee and delivered to City.
 - ii. With its acceptance, Grantee shall also deliver any grant payments, performance bond and insurance certificates required herein that have not previously been delivered.

Passed and adopted this 29th day of July, 1998.

ATTEST:

CITY OF FALCON HEIGHTS

By: Carla Asleson
Its: City Clerk

By: Susan L. Gehrz
Its: Mayor

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

Dated: _____

By: _____
Its: _____

C:\CABLE\NSCC\CC\ARDENHIL.FRN

EXHIBIT A



934 Woodhill Drive
Roseville, MN 55113

Kevin C. Griffin
President & General Manager

(Fax) 612/483-9184
Customer Service: 612/483-9999
Administration: 612/483-3233

August 4, 1997

Ms. Cor Wilson, Executive Director
North Suburban Cable Communications Commission
950 Woodhill Drive
Roseville, Minnesota 55113

Re: North Suburban Cable Communications Franchise Renewal

Dear Cor:

Attached please find an updated and revised Renewal Proposal per your request. We have made an attempt to identify everything that has been agreed to between us. Should there be any confusion please refer to my memorandum of July 31, 1997 to Mr. Creighton.

As we have discussed, any agreements or offers regarding clarifications or modifications of our May 13, 1997 proposal have been made in the spirit and context of an entire "package" of understandings. Accordingly, changes in any one component could result in a need to change other components. Please feel free to contact me with any questions or for further clarification.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Griffin".

Kevin C. Griffin

cc: Thomas D. Creighton
Randall Coleman
Kathi Donnelly-Cohen
John Gibbs
Trudi McCollum Foushee

Renewal Proposal - Investment for the Future

Meredith Cable proposes to meet the needs of the North Suburbs with this investment plan for the future which will thoroughly revitalize and modernize the system. This plan includes a franchise commitment to develop the system to 750 MHZ capacity. This plan will result in higher quality signals, expanded channel capacity and the opportunity to launch new programming services. In addition, Meredith Cable proposes to upgrade the existing Institutional Network and incorporate fiber into the system to facilitate future expansion of the Institutional Network. Meredith Cable also proposes a renewal of our commitment to support of local access programming and the establishment of capability to enable the development of future high speed data transmission services and other future services. This proposal represents an aggressive effort to respond to identified community needs and interests, taking into account the cost of meeting those needs and interests over the requested fifteen (15) year renewal time frame. The specifics of the proposal are set forth below:

A. SUBSCRIBER SYSTEM UPGRADE DESIGN AND CONSTRUCTION

Meredith Cable will commit in a renewal franchise that the subscriber system serving the North Suburbs will be enhanced from the current 450 MHZ, 65 channel system to a state-of-the-art 750 MHZ system offering dramatically more channel capacity, higher signal quality, more reliability and more features as set forth below:

- A - 1. The subscriber network will be 750 MHZ capacity. Meredith plans to initially program 81 downstream channels upon activation - with phased activation launches as nodes are completed. This leaves an additional 200 MHZ capacity available for future activation of additional video channels, digital services, and other services as future marketplace needs dictate. In addition, the system will be designed with the capability to transmit return signals upstream at 5 - 40 MHZ in the future as commercial need dictates and with mutually acceptable franchise language that establishes a mechanism for discussions regarding activation of the return.
- A - 2. Hybrid fiber-coaxial architecture will be deployed.
- A - 3. Initially, the system will be developed with approximately Forty (40) pockets which are called "nodes", each connected by optical fiber and serving approximately Two Thousand (2000) homes with a minimum 16 fiber count. The fiber optic nodes will be designed to be capable of migrating to five hundred (500) home nodes with a minimum 4 fiber count as marketplace need dictates.
- A - 4. All power supplies will be equipped with standby power capability which, at a minimum, will be initially activated at the node locations.
- A - 5. In order to better assure reliability and system maintenance, the system will

incorporate status monitoring at nodes and strategic locations.

- A - 6. Non-interruptible power-passing compatible taps are planned for ease of maintenance and less disruption during system maintenance.
- A - 7. Adequate fiber count, a minimum of 16 per initial 2,000 home node, will be included in order to facilitate future expansion of needs including future expansion of needs in business corridors as commercial need dictates.
- A - 8. The subscriber RF system will accommodate and be capable of providing return signals in 5 - 40 MHz bandwidth in the future. Such return capacity will be activated as commercial and marketplace need dictates and with mutually acceptable franchise language that establishes a mechanism for discussions regarding the activation of the return.
- A - 9. All existing head end equipment will be replaced with state-of-the-art standard frequency head end equipment.
- A - 10. Basic Service channel mapping will no longer be utilized by the system, thereby permitting all local VHF off-air broadcast signals to be located "on-channel" for all customers and with no impact on the PEG channel location on Universal Service.
- A - 11. Standby power will continue to be in place for the head end.
- A - 12. The system will have the capability to receive and pass through all local broadcast signals in digital format as required by applicable federal rules and regulations and in compliance with applicable FCC mandated time lines.
- A - 13. The system will permit all channels available to Meredith Cable in stereo to be passed through in stereo.
- A - 14. Meredith Cable will commence application for licenses and permits related to construction within 90 days after the commencement of the renewal period.
- A - 15. Meredith Cable will commence design, walkout, etc. related to construction within 90 days after commencement of the renewal period.
- A - 16. Meredith Cable proposes to enter into a franchise timetable to complete the project by November 30, 2000 and will aggressively work to substantially complete construction by November 30, 1999. Meredith Cable will carefully map and report any underground plant that may be abandoned. Stand alone abandoned aerial cable will be removed.

- A - 17. Meredith Cable proposes that interconnection between commonly owned, adjacent franchised systems in the Twin Cities marketplace can be accommodated by making available one (1) 6 MHZ channel for forward video purposes, one (1) 6 MHZ channel for return video purposes, one (1) 6 MHZ channel for forward data and /or other purposes, and one (1) 6 MHZ channel for return data and/or other purposes. Actual interconnection with other franchise areas will be subject to technical capability of those systems and those franchise areas entering into similar renewal agreements containing similar provisions.
- A - 18. Meredith Cable plans to have a 750 MHZ carrier inserted at a level 10db below the video carriers that will be measured as a normal procedure during service calls. The drop cable and passives will be inspected during normal installations to assure that 750 MHZ can be passed. Should a drop or associated passive equipment not pass the full 750 MHZ, the address will be noted and at the time the address upgrades service that requires signal above 550 MHZ, the drop and/or associated equipment will be changed out.

B. INSTITUTIONAL NETWORK

Meredith Cable proposes to meet the needs of institutions and users by upgrading the existing Institutional Network, including fiber capacity in the system to facilitate future Institutional Network enhancements, and with mutually acceptable franchise language relating to technical and performance standards for the Institutional Network. This plan will offer flexibility and alternatives to local governments, public school districts, private schools, higher educational institutions, libraries and the social service community for the delivery and exchange of video and telecommunications services. Specifically, Meredith Cable proposes to make the following franchise commitments:

- B - 1. Frequency spectrum (including upstream and downstream); 5 - 450 MHZ.
- B - 2. Channel capacity of 54 channels (16 upstream and 38 downstream).
- B - 3. 15 additional pilot generators.
- B - 4. Re-tuning of 10 existing pilot generators.
- B - 5. Re-tuning of 124 existing amplifiers.
- B - 6. Provision of 20 additional modulators or de-modulators.
- B - 7. Standby power with full battery placement.
- B - 8. Four (4) count shadow fiber placed along that part of the subscriber network that parallels the Institutional Network.

- B - 9. Meredith Cable will make the I-Net available to the designated institutions for video uses at no charge.
- B - 10. Meredith Cable will make three (3) 6 MHz channels available downstream and three (6) MHz channels available upstream, for non-video uses at no charge.
- B - 11. Meredith Cable will charge designated institutions for all non-video uses beyond B - 10. mentioned above at a rate calculated based on the Company's actual cost plus a 45% margin or "most favored comparable user" rate, whichever is lower.
- B - 12. Nothing contained herein shall prevent Meredith Cable from using available capacity for other uses except that designated institutions shall have priority over other uses subject to rules or policies adopted by Meredith Cable after consultation with the Commission.
- B- 13. Use of the I-Net by the Cable Commission, cities or delegated institutions will be limited to their own uses and no institution may sell any service to any third party.
- B- 14. Meredith Cable will either allow designated institutions to purchase their own equipment or will lease end-user terminal equipment to requesting institutions.
- B - 15. Meredith Cable will provide and maintain I-Net equipment for the Commission, member cities and designated institutions on a cost recovery basis.

C. PROGRAMMING

Upon completion and activation by territory, Meredith will program a minimum of 81 analog video channels. While definitive programming agreements have not been entered into and, as such, specific packaging, tiering and pricing decisions cannot be made at this time, it is anticipated that prices will be adjusted as authorized to reflect the additional programming as well as project and programming costs. As examples, we preliminarily anticipate the following new programming choices or similar services will be available:

- C - 1. **Basic Service (or equivalent)** - Initially, Meredith Cable anticipates a continuation of current Basic Service offering of 28 channels without a realignment of channels within Universal Service.
- C- 2. **Preferred Tier Service (or equivalent)** - Meredith Cable anticipates the addition of 4 or 5 channels to this tier that currently consists of 29 channels. There will be a corresponding rate adjustment. Preliminarily, and as examples, we anticipate the likely addition of the following exciting new offerings or others as we may deem more responsive to subscriber or marketplace needs and interests.:

- **The Golf Channel** - The Golf Channel is the premier network devoted to the sport of golf providing more live golf coverage than all other-networks combined. Tournaments include coverage from the PGA Tour, Senior PGA Tour, NIKE Tour, LPGA, Australian and PGA European Tour. Original live programming on The Golf Channel includes a weekly live call-in show, Golf Talk Live, and a nightly golf news show, Golf Central. The service also provides instructional programs such as The Golf Channel Academy.
- **The Cartoon Network** - Featuring the world's largest cartoon library, the Cartoon Network features all-animated cartoon programming at any time of the day or night. For cartoon lovers of all ages, this network offers 8,500 animated programs from the Hanna-Barbara libraries including The Jetsons, The Flintstones and many more.
- **Classic Sports Network** - The first 24-hour, all sports television hall of fame, featuring the world's largest library of rare and exclusive programming from professional, amateur, college sports and the Olympic Games.
- **TV Food Channel** - Helps cable television viewers learn new recipes and cooking techniques, 'spice' up family meals, learn the latest in healthier cuisine and explore fine restaurants nationwide. Hosts include world-class chefs, restaurateurs, mothers who work outside the home and celebrities.
- **Sneak Prevue** - Sneak Prevue is the channel cable customers turn to 24 hours a day, for the most up-to-date information on programming available for order on a Pay-Per-View basis.. The service includes video clips of Pay-Per-View movies and events along with complete ordering information.
- C - 3. **New Product Tier Service** - Meredith Cable anticipates the addition of 4 or 5 channels to a new, separately priced tier of service. Preliminarily, and as examples, we anticipate the likely addition of the following exciting new offerings or others as we may deem more responsive to subscriber or marketplace needs and interests.:
 - **Independent Film Channel** - The first network dedicated to independent film, showcasing feature-length premieres, domestic and international films, documentaries, shorts, animation, new works, and masters. All movies are shown un-cut and without commercials, 24 hours a day.
 - **FX Movies** - Twenty four hours per day, un-cut and commercial free, FX Movies brings the vast Fox film library to cable television.
 - **TV Land** - America's favorite classic television shows are brought back to

television. A companion station to Nick at Night, TV Land expands into all areas of classic television, comedies, dramas, variety shows, and even classic commercials.

- **Turner Classic Movies** - The world's greatest collection of classic movies 24 hours a day, with no commercial interruptions.
- **CNN SI** - The 24 hour sports news network from CNN and Sports Illustrated. Seven days a week CNN SI is a 24 hour network offering coverage of sports news unlike any other service. CNN SI utilizes the news gathering resources of CNN and in-depth reporting expertise of Sports Illustrated and provides sports viewers the most complete on-demand coverage available anywhere.
- C - 4. **Premium Services** - Meredith Cable will add several new optional premium service selections. Preliminarily, and as examples, we anticipate the likely addition of the following new premium offerings or others as we may deem more responsive to subscriber or marketplace needs and interests:
 - **HBO 3** - With Multichannel; HBO featuring HBO 2 and HBO 3, you always have three HBO programs to choose from. A Hollywood hit, maybe an HBO Original that everyone's talking about or something light like HBO Comedy Hour. The choice..and convenience...is yours!
 - **HBO Family** - HBO Family is a new HBO channel designed especially for a family to watch together. With HBO Family's daily programming blocks, HBO Kids Block, the HBO Family Feature Block and Grown Ups Block, you always know just what kind of programs are on any time. Your family will love our family!
 - **Showtime 3** - With Multichannel Showtime featuring Showtime 2 and Showtime 3 you'll see the biggest Hollywood hits, exciting Showtime Original Pictures, featuring the hottest stars and stories - sexy thrillers, sci-fi, National Lampoon comedy and high profile dramas. Multichannel convenience means you'll always find the program to match your mood!
- C - 5. **Pay-Per-View Services** - Meredith Cable will offer more optional pay-per-view service selections. Preliminarily, and as examples, we anticipate the likely addition of the following three new pay-per-view services or others as we may deem more responsive to subscriber marketplace needs and interests:
 - **Viewer's Choice 3** - featuring "movie-of-the-day" schedules allowing customers to see the biggest hits as soon as they become available.

- **Viewer's Choice 4** - similar to Viewer's Choice 3 but featuring yet another movie option.
- **Viewer's Choice 5** - similar to above featuring yet another movie option.
- **C - 6. Interactive Services** - Meredith Cable's plan contemplates the capability of offering interactive services upon completion of the project and a reasonable expectation of consumer acceptance and financial viability. While various services are currently developing, Meredith Cable is considering, among other services, a digital music service and interactive program guide. No decisions have been made regarding particular services, pricing or launch dates.
- **C - 7. Digital Services** - Meredith Cable anticipates that additional premium service options, pay-per-view offerings and other new services including future digital services will be offered over time utilizing the appropriate bandwidth.

D. HIGH SPEED DATA TRANSMISSION

In addition to traditional video services, the cable system will position Meredith Cable to offer new and yet-to-be-developed non-video services.

- **D - 1.** The subscriber network will have adequate capability to enable the provision of high speed data service such as Internet access as marketplace need dictates.
- **D - 2.** Meredith Cable's system will be able to address opportunities to meet the non-video interests of the business community by including fiber capacity through business corridors identified during the construction walkout in order to explore high speed data services demand by business users.

E. COMMITMENT TO ACCESS PROGRAMMING

Meredith Cable proposes to meet and exceed the agreements regarding access support which were entered into with the North Suburban Cable Communications Commission in the November 3, 1994 Memorandum of Understanding. Specifically Meredith Cable proposes the following support for local access programming:

- **E - 1.** Meredith Cable agrees to maintain the number of access channels (12) as currently exist and accept the concept of having the current channel loan agreements extended for the fifteen (15) year renewal term and that the Commission will retain control over the entire 6 MHz spectrum that equals one channel..
- **E - 2.** Meredith Cable agrees that the Commission can, on its own, change the name of required PEG channels, provided that Meredith is indemnified from any claims as a result

of such action by the Commission.

- E - 3. Meredith Cable proposes that the PEG support components of the Memorandum of Understanding remain intact. Rather than the PEG support fee set forth in the May 13, 1997 original proposal, Meredith proposes a PEG fee based on the following: a new commitment to provide the Commission a total of \$667,286 for the franchise term for acquisition of new equipment as follows and to be assessed as part of the PEG Fee; the \$50,000 Equipment Replacement Grant, per the MOU; the appropriate amount for the Operating Grant, per the MOU; the appropriate amount for Universal Service, per the MOU; and the appropriate amount for the Scholarship Grant (which may be used for other purposes at the Commission's discretion), per the MOU:

New Equipment Acquisition Grants

Year	Amount
1	\$ 40,000
2	\$ 40,600
3	\$ 41,209
4	\$ 41, 827
5	\$ 42,455
6	\$ 43,091
7	\$ 43,738
8	\$ 44,394
9	\$ 45,060
10	\$ 45,736
11	\$ 46,422
12	\$ 47,118
13	\$ 47,825
14	\$ 48,542
15	\$ 49,270

- E - 4. Should Meredith Cable request the relocation of the CTV studio, Meredith agrees that the current agreements governing CTV relocation will remain intact. Meredith does not waive any rights it may have with respect to the ability to recover any such costs should a move occur.

EXHIBIT B

North Suburban Area Institutional Connections

City of Arden Hills

Inst. Name	Street Address	City	Phone	I-Net	Sub
Arden Hills City Hall	4364 W. Round Lk. Rd. (Temp.)	Arden Hills	636-5676	X	X
Arden Hills Public Works	1460 W. Hwy. 96	Arden Hills	636-5676	Y	X
Util.- Booster	1230 Red Fox Road	Arden Hills		Y	
Util.- Lift #1	3196 North Cleveland	Arden Hills		Y	
Util.- Lift #10	3804 North Cleveland	Arden Hills		Y	
Util.- Lift #11	1901 Highway 96	Arden Hills		Y	
Util.- Lift #12	1965 Thom Drive	Arden Hills		Y	
Util.- Lift #13	1123 Karth Lake Drive	Arden Hills		Y	
Util.- Lift #14	Hwy 96, (MN Nat. Guard)	Arden Hills		Y	
Util.- Lift #2	1850 Co. Rd. E2	Arden Hills		Y	
Util.- Lift #3	1578 Lake Johanna Blvd.	Arden Hills		Y	
Util.- Lift #4	3484 Ridgewood Road	Arden Hills		Y	
Util.- Lift #5	3495 Lake Johanna Blvd.	Arden Hills		Y	
Util.- Lift #6	3328 Lake Johanna Blvd.	Arden Hills		Y	
Util.- Lift #7	3230 Lake Johanna Blvd.	Arden Hills		Y	
Util.- Lift #8	1335 Ingerson Road	Arden Hills		Y	
Util.- Lift #9	3168 Ridgewood Road	Arden Hills		Y	
Util.- Roseville Station				Y	

City of Falcon Heights

Inst. Name	Street Address	City	Phone	I-Net	Sub
Falcon Heights City Hall	2077 W. Larpenteur Ave.	Falcon Heights	644-5050	X	X
Falcon Heights Community Bldg.	2050 W. Roselawn Ave.	Falcon Heights	645-2712	N	Y
Falcon Heights Fire Station	2077 W. Larpenteur Ave.	Falcon Heights	644-5575	X	X

City of Lauderdale

Inst. Name	Street Address	City	Phone	I-Net	Sub
Lauderdale City Hall	1891 Walnut St.	Lauderdale	631-0300	X	X

North Suburban Area Institutional Connections

Inst. Name	Street Address	City	Phone	I-Net	Sub
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City of Little Canada

Inst. Name	Street Address	City	Phone	I-Net	Sub
City Garage	3100 Country Drive	Little Canada		Y	Y
Ice Rink	430 Little Canada Road	Little Canada		Y	
Ice Rink	100 E. Demont	Little Canada		Y	
Little Canada City Hall	515 E. Little Canada Rd.	Little Canada	484-2177	X	X
Little Canada Fire Station	325 Little Canada Rd.	Little Canada	871-5503	X	X
Old Little Canada Fire Station	440 E. Little Canada Rd.	Little Canada	871-5503	X	X
Shelter	350 Eli Road	Little Canada		Y	
Shelter	2950 Centerville	Little Canada		Y	
Util.- Booster Station	141 Co. Rd. B	Little Canada		Y	
Util.- Lift Station	672 Co. Rd. B	Little Canada		Y	
Util.- Lift Station	2537 Keller Parkway	Little Canada		Y	
Util.- Lift Station	99 Co Rd. B	Little Canada		Y	
Util.- Lift Station	2458 Dianna Lane	Little Canada		Y	
Util.- Lift Station	2707 Jessica Court	Little Canada		Y	
Util.- Lift Station	1002 Co. Rd. D	Little Canada		Y	
Util.- Lift Station	216 Co. Rd. B-2 E.	Little Canada		Y	
Util.- Water Meter Station	5 Roselawn	Little Canada		Y	
Util.- Water Tower	517 Little Canada Road	Little Canada		Y	

City of Mounds View

Inst. Name	Street Address	City	Phone	I-Net	Sub
Bridges Golf Course	2850 82nd Lane NE	Blaine		Y	Y
Mounds View City Hall	2401 Hwy. 10	Mounds View	784-3055	X	X
Mounds View Community Center	5394 Edgewood Dr.	Mounds View		Y	Y
Mounds View Fire Station	Hwy. 10	Mounds View		X	Y
Mounds View Maintenance Gar.	2466 NE Bronson Dr.	Mounds View	784-3114	Y	X
Util.- Booster Station (Reservoir)	2450 Bronson Drive	Mounds View		Y	

North Suburban Area Institutional Connections

Inst. Name	Street Address	City	Phone	I-Net Sub	
Util.- Lift Station #1	5396 Raymond Ave.	Mounds View		Y	
Util.- Lift Station #2	8251 Groveland Road	Mounds View		Y	
Util.- Well #1	2401 Highway 10	Mounds View		Y	
Util.- Well #2	2524 Bronson Drive	Mounds View		Y	
Util.- Well #3	2426 Bronson Drive	Mounds View		Y	
Util.- Well #4	2408 Hillview Drive	Mounds View		Y	
Util.- Well #5	5100 Long Lake Road	Mounds View		Y	
Util.- Well #6	7545 Groveland Road	Mounds View		Y	

City of New Brighton

Inst. Name	Street Address	City	Phone	I-Net Sub	
Brightwood Hills Golf Course	1975 NW Silver Lake Rd.	New Brighton	638-2150	X	X
New Brighton City Hall	803 NW 5th Ave.	New Brighton	638-2100	X	X
New Brighton Fire Station	785 NW 5th Ave.	New Brighton	633-2727	X	X
New Brighton Maintenance Bldg.	700 NW 5th Ave.	New Brighton		Y	X
New Brighton Family Service Cntr.	400 NW 10th St.	New Brighton	638-2130	X	X
Util.- Lift Station 1 (under const.)	To Be Assigned	New Brighton		Y	
Util.- Lift Station 2	531 5th Avenue NW	New Brighton		Y	
Util.- Lift Station 3	515 3rd Avenue NW	New Brighton		Y	
Util.- Lift Station 7	650 Cleveland Ave.	New Brighton		Y	
Util.- Lift Station 8	24 New Brighton Road	New Brighton		Y	
Util.- PGAC Water Treatment Plant	3001 5th Street NW	New Brighton		Y	
Util.- Well 10 & Iron Removal Plant	660 5th Street SW	New Brighton		Y	
Util.- Well 11 & Iron Removal Plant	1375 7th Street NW	New Brighton		Y	
Util.- Well 12 & Iron Removal Plant	2400 Mississippi St.	New Brighton		Y	
Util.- Well 13 & Water Treatment	680 5th Street NW	New Brighton		Y	
Util.- Well 14	1377 7th Street NW	New Brighton		Y	
Util.- Well 15	590 20th Street NW	New Brighton		Y	

North Suburban Area Institutional Connections

Inst. Name	Street Address	City	Phone	I-Net	Sub
Util.- Well 8	600 Silver Lake Road	New Brighton		Y	
Util.- Wells 3 & 4	700 Silver Lake Road	New Brighton		Y	
Util.- Wells 5 & 6	3001 5th Street NW	New Brighton		Y	
Util.- Wells 9	2745 5th Street NW	New Brighton		Y	

City of North Oaks

Inst. Name	Street Address	City	Phone	I-Net	Sub
North Oaks City Hall	100 Village Center Dr.	North Oaks	484-5777	X	X
North Oaks Recreation Center	4 Mink Lane	North Oaks		X	X

City of Roseville

Inst. Name	Street Address	City	Phone	I-Net	Sub
John Rose Minnesota OVAL	2661 Civic Center Dr.	Roseville	415-2164	X	Y
Roseville Activity Center	2800 Arona St.	Roseville	415-2100	X	X
Roseville Cedarholm Golf Course	2323 N. Hamline Ave	Roseville	633-5817	X	Y
Roseville Central Park-Bandshell	Lexington Ave. -(FH Inet)	Roseville		X	N
Roseville City Hall	2660 Civic Center Dr.	Roseville	490-2200	X	X
Roseville Fire Station 1	2701 N. Lexington Ave.	Roseville	490-2306	X	X
Roseville Fire Station 2	2501 N. Fairview Ave.	Roseville	636-6763	X	X
Roseville Fire Station 3	2335 N. Dale St.	Roseville	484-5297	X	X
Roseville Gymnastics Cntr.	1240 Co. Rd. B-2	Roseville	415-2190	Y	Y
Roseville Harriet Alexander Nature	2520 N. Dale St.	Roseville	415-2161	X	X
Roseville Ice Arena	2661 Civic Center Dr.	Roseville	415-2164	X	X
Roseville License Bureau	2701 Lexington Ave.	Roseville	490-2294	X	X
Roseville Maintenance Building	2660 Civic Center Dr.	Roseville	490-2310	Y	X
Util.- Booster Station	706 Shryer Ave.	Roseville		Y	
Util.- Elevated Tank	2501 N. Fairview Ave.	Roseville		Y	
Util.- Lift Station	635 S. Owasso Blvd	Roseville		Y	
Util.- Lift Station	2980 Galtier Street	Roseville		Y	
Util.- Lift Station	1610 Co. Rd. C-2	Roseville		Y	

North Suburban Area Institutional Connections

Inst. Name	Street Address	City	Phone	I-Net	Sub
Util.- Lift Station	3033 Cleveland Ave.	Roseville		Y	
Util.- Lift Station	435 Wagner Street	Roseville		Y	
Util.- Lift Station	2013 Cohansey Blvd.	Roseville		Y	
Util.- Lift Station	1680 Fernwood Ave.	Roseville		Y	
Util.- Lift Station	3050 Lexington Ave.	Roseville		Y	
Util.- Lift Station	1216 Josephine Road	Roseville		Y	
Util.- Lift Station	3050 Long Lake Road	Roseville		Y	
Util.- Lift Station	1953 Fulham Street	Roseville		Y	
Util.- Lift Station	2050 Walnut Street	Roseville		Y	
Util.- Lift Station	201 Center Street	Roseville		Y	
Util.- Storm Water Pumping Station	2535 N. Victoria St.	Roseville		Y	
Util.- Storm Water Pumping Station	1658 Millwood Ave.	Roseville		Y	
Util.- Storm Water Pumping Station	591 Owasso Hills Drive	Roseville		Y	
Util.- Storm Water Pumping Station	2340 St. Croix Street	Roseville		Y	
Util.- Storm Water Pumping Station	1999 Fulham Street	Roseville		Y	

City of Shoreview

Inst. Name	Street Address	City	Phone	I-Net	Sub
Shoreview City Hall /Community	4600N. Victoria St.	Shoreview	490-4600	X	X
Shoreview Maintenance Bldg.	4665 N. Victoria St.	Shoreview	490-4650	Y	Y
Util.- Booster Station	855 Highway 96	Shoreview		Y	
Util.- Lift Station	4468 Chatsworth	Shoreview		Y	
Util.- Lift Station	3580 Cohansey	Shoreview		Y	
Util.- Lift Station	425 Gramsie Road	Shoreview		Y	
Util.- Lift Station	875 Gramsie Road	Shoreview		Y	
Util.- Lift Station	636 Highway 96	Shoreview		Y	
Util.- Lift Station	1088 Lake Beach Drive	Shoreview		Y	
Util.- Lift Station	3366 Lexington Ave.	Shoreview		Y	

North Suburban Area Institutional Connections

Inst. Name	Street Address	City	Phone	I-Net Sub
Util.- Lift Station	4680 Lexington Ave.	Shoreview		Y
Util.- Lift Station	915 Oak Ridge	Shoreview		Y
Util.- Lift Station	3194 West Owasso Blvd.	Shoreview		Y
Util.- Lift Station	3212-1/2 W. Owasso Blvd.	Shoreview		Y
Util.- Lift Station	4338 Reiland Lane	Shoreview		Y
Util.- Lift Station	4465 Rice Street	Shoreview		Y
Util.- Lift Station	699 Schifsky Road	Shoreview		Y
Util.- Lift Station	700 Schifsky Road	Shoreview		Y
Util.- Lift Station	4307 Snail Lake Blvd.	Shoreview		Y
Util.- Lift Station	4412 Snail Lake Blvd.	Shoreview		Y
Util.- Lift Station	512 Suzanne Ave.	Shoreview		Y
Util.- Lift Station	5024 Turtle Lane East	Shoreview		Y
Util.- Lift Station	3121 Woodbridge	Shoreview		Y
Util.- Sucker Lake Pump	50 Highway 96 W.	Shoreview		Y
Util.- Water Tower	745 County Road E	Shoreview		Y
Util.- Water Tower	5880 Lexington Avenue	Shoreview		Y
Util.- Well	785 Highway 96	Shoreview		Y
Util.- Well	883 Highway 96	Shoreview		Y
Util.- Well	4965 Hodgson Road	Shoreview		Y
Util.- Well	902 Monterey	Shoreview		Y
Util.- Well	750 Mound Avenue	Shoreview		Y
Util.- Well	4675 Victoria Street	Shoreview		Y

City of St. Anthony

Inst. Name	Street Address	City	Phone	I-Net Sub
SAV Liquor Store #1	2900 Pentagon Drive	St. Anthony		Y
SAV Liquor Warehouse #2	3900 Silver Lake Road	St. Anthony		Y
St. Anthony City Hall	3301 Silver Lake Rd.	St. Anthony	789-8881	X X

North Suburban Area Institutional Connections

Inst. Name	Street Address	City	Phone	I-Net	Sub
St. Anthony Fire Station	2900 Kenzie Terrace	St. Anthony	788-1434	X	X
St. Anthony Public Works	3801 Chandler Dr.	St. Anthony		X	X
Util.- Foss Road Lift	3829 Foss Road	St. Anthony		Y	
Util.- Harding Lift	2700 37th Ave	St. Anthony		Y	
Util.- Water Filtration Plant	3807 Silver Lake Road	St. Anthony		Y	
Util.- Well #5	2920 Silver Lake Road	St. Anthony		Y	

CTV

Inst. Name	Street Address	City	Phone	I-Net	Sub
Canadian Days Parade-drop	Little Canada Rd	Little Canada		X	
CTV Irondale studio	2425 Long Lake Rd.	New Brighton	783-9334	X	X
CTV Van 1	2425 Long Lake Rd.	New Brighton	783-9334	X	
CTV Van 2	950 Woodhill Dr.	Roseville	481-9554	X	
Lake Owasso Beach - drop	??? N Owasso Blvd.	Shoreview		X	
LC Spooner Park- drop	Eli Rd.	Little Canada		X	
NB Parade - drop		New Brighton		X	
RAHS Parking Lot (on B2)- drop		Roseville		X	
Rosefest parade - drop1	Lexington Ave.	Roseville		X	
Rosefest parade - drop2	Lexington Ave.	Roseville		X	
Rosetown Legion field-drop	W. Co. Rd. C.	Little Canada		X	

Dist 282 - SA/NB Schools

Inst. Name	Street Address	City	Phone	I-Net	Sub
ISD 282 District Office SA/NB	3303 33rd Ave. NE	St. Anthony	706-1000	X	X
St. Anthony High School	3303 33rd Ave. NE	St. Anthony	706-1100	X	X
St. Anthony Middle School	3303 33rd Ave. NE	St. Anthony	706-1200	X	X
Wilshire Park Elementary	3600 NE Highcrest Rd.	St. Anthony	706-1030	X	X

Dist 621 - Mounds View

Inst. Name	Street Address	City	Phone	I-Net	Sub
Area Learning Center	4182 N. Lexington Ave.	Shoreview	482-8203	N	X

North Suburban Area Institutional Connections

Inst. Name	Street Address	City	Phone	I-Net	Sub
Bel Air Elementary School	1800 NW 5th St.	New Brighton	633-3521	X	X
Chippewa Middle School	5000 Hodgson Rd.	North Oaks	483-6635	X	X
Edgewood Middle School	5100 N. Edgewood Dr.	Mounds View	784-2010	X	X
Highview Middle School	2300 NW 7th St.	New Brighton	633-8144	X	X
Irondale High School	2425 Long Lake Rd.	New Brighton	786-5200	X	X
ISD 621 District Service Center	2959 Hamline Ave.	Roseville	636-3650	X	X
Island Lake Elementary	3555 N. Victoria St.	Shoreview	484-5553	X	X
Mounds View High School	1900 W. Co. Rd. F	Arden Hills	633-4031	X	X
Oak Grove High School	5100 Hodgson Rd.	North Oaks	484-2057	X	X
Pike Lake Elementary	2101 NW 14th St.	New Brighton	633-7711	X	X
Pinewood Elementary	5500 Quincy St.	Mounds View	784-4006	X	X
Ralph Reeder Center	500 NW 10th St.	New Brighton	636-1910	X	X
Snail Lake Elementary	4550 Hodgson Rd.	Shoreview	483-6725	X	X
Sunnyside Elementary	2070 W. Co. Rd. H	New Brighton	784-5226	X	X
Turtle Lake Elementary	1141 W. Co. Rd. I	Shoreview	484-2150	X	X
Valentine Hills Elementary	1770 W. Co. Rd. E2	Arden Hills	631-0737	X	X

Dist 623 - Roseville Area

Inst. Name	Street Address	City	Phone	I-Net	Sub
Brimhall Elementary	1744 W. Co. Rd. B	Roseville	638-1958	X	X
Central Park Elementary	535 W. Co. Rd. B2	Roseville	481-9951	X	X
Edgerton Elementary School	1929 Edgerton Street	Maplewood	772-2565	X	X
Emmet D Willams Elem	955 W. Co. Rd. D	Shoreview	482-8624	X	X
Fairview Community Center	1910 W. Co. Rd. B	Roseville	631-1013	X	X
Falcon Heights Elementary	1393 W. Garden Av.	Falcon Heights	646-0021	X	X
ISD 623 District Center	1251 W. Co. Rd. B2	Roseville	635-1600	X	X
Little Canada Elementary	400 Eli Rd.	Little Canada	490-1353	X	X
Parkview Center School	701 W. Co. Rd. B	Roseville	487-4360	X	X

North Suburban Area Institutional Connections

Inst. Name	Street Address	City	Phone	I-Net	Sub
Roseville Area High School	1261 Hwy. 36	Roseville	635-1660	X	X
Roseville Area Middle Sch	15 E. Co. Rd. B2	Little Canada	482-5280	X	X

Guard/Reserves

Inst. Name	Street Address	City	Phone	I-Net	Sub
Army Reserve Training Cntr.	Lexington & Hwy. 96	Arden Hills		Y	Y
National Guard Armory	211 N. McCarrons Lake	Roseville	296-4140	X	X

Hennepin County

Inst. Name	Street Address	City	Phone	I-Net	Sub
St. Anthony Public Library	2900 NE Pentagon Dr.	St. Anthony	781-1900	X	X

Higher Education

Inst. Name	Street Address	City	Phone	I-Net	Sub
Bethel College	3900 Bethel Dr.	Arden Hills	638-6180	X	X
Capital View (Dist. 916)	70 W. Co. Rd. B2	Little Canada	415-5413	X	X
Northwestern Col- FB field	3003 Snelling Ave. N.	Roseville	631-5100	X	X
Northwestern Col- Gym/BB	3003 Snelling Ave. N.	Roseville	631-5267	X	X
Northwestern College-Studio	3003 Snelling Ave. N.	Roseville	631-5312	X	X
U of M - Earl Brown Center	1890 Buford Ave.	Falcon Heights	624-2777		X
United Theo. Seminary	3000 NW 5th St.	New Brighton	633-4311	Y	Y

ISP

Inst. Name	Street Address	City	Phone	I-Net	Sub
Risdahl-Linahan Agency	2475 NW 15th St.	New Brighton	631-1098	X	
T.I.E.S.	1925 W. Co. Rd. B2	Roseville	638-2339	X	

Lake Johanna Fire Dept.

Inst. Name	Street Address	City	Phone	I-Net	Sub
Lake Johanna Fire Station 1	2346 New Brighton Rd.	Arden Hills	633-0349	Y	X
Lake Johanna Fire Station 2	4676 Hodgson Rd.	Shoreview	484-3444	Y	Y
Lake Johanna Fire Station 3	1140 W. Co. Rd. I	Shoreview	481-7025	Y	X
Lake Johanna Fire Station 4	3615 N. Victory St.	Shoreview	483-0767	X	X

North Suburban Area Institutional Connections

Inst. Name	Street Address	City	Phone	I-Net Sub	
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Non-Profit

Inst. Name	Street Address	City	Phone	I-Net Sub	
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Northwest Youth & Family Services	3490 Lexington Ave.	Shoreview	486-3808	Y	Y
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Private Schools

Inst. Name	Street Address	City	Phone	I-Net Sub	
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Concordia Academy	2400 N. Dale St.	Roseville	484-8429	X	X
Corpus Christi School	2131 N. Fairview Ave.	Roseville	639-8888	X	
King of Kings School	2330 N. Dale St.	Roseville	484-9206	X	X
North Side Christian School	7901 Red Oak Drive	Moundsview	786-8632		X
St. Charles Barromeo	2727 NE Stinson Blvd.	St. Anthony	781-2643		X
St. Christopher's Ep.	2300 N. Hamline Ave.	Roseville	633-4589		X
St. John the Baptist School	845 NW 2nd Ave.	New Brighton	633-1522	X	X
St. John the Evangelist	2621 McMenemy St.	Little Canada	484-2708	X	X
St. Odilia School	3495 N. Victory St.	Shoreview	484-3364		X
St. Rose of Lima	2072 N. Hamline Ave.	Roseville	645-9389	X	X

Ramsey County

Inst. Name	Street Address	City	Phone	I-Net Sub	
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Island Lake Golf Center	Grey Fox Rd.	Shoreview		Y	Y
Lake Owasso Residence	210 N. Owasso Blvd.	Shoreview	484-2234	Y	Y
Ramsey Co. Library - Arden Hills	1941 W. Co. Rd. E2	Arden Hills	636-1790	X	X
Ramsey Co. Library - Mounds View	2576 Hwy. 10	Mounds View	784-8829	Y	X
Ramsey Co. Library - Roseville	2180 N. Hamline Ave.	Roseville	631-0494	X	X
Ramsey Co. Library - Shoreview	4570 N. Victoria St.	Shoreview	486-2210	X	X
Ramsey Co. Public Works Bldg.	3377 N. Rice St.	Shoreview	484-9104	Y	X
Ramsey Co. Sheriff Patrol Station	655 W. Co. Rd. E	Shoreview	481-1300	Y	Y
Ramsey Co. Women's Detention	Kent & Larpenteur			Y	Y
Shoreview Ice Arena	877 W. Hwy. 96	Shoreview	484-2400	Y	Y

EXHIBIT C

Description of Work

Time Frame

Engineering Walkout	0-6 months
Engineering Design	2-8 months
Commerce Permitting	Day 75
Fiber Optic Cable and Node Installation	11-16 months
Amplifier Replacement	12-24 months
Passive Equipment Replacement	18-36 months
System Balancing and Proof-of-Performance	36 months
Activation in Phases; Completion By	November 30, 2000

EXHIBIT D

NORTH SUBURBAN I-NET PERFORMANCE STANDARDS

Upon completion of the I-Net upgrade:

I. Video Transmission

A. Video transmission will comply with the following performance standards:

1. Carrier to noise ratio = 45dB or better
2. Carrier to composite triple beat = 53dB or better
3. Carrier to composite second order = 55 dB or better
4. Carrier to cross modulation = 55 dB or better
5. System signal level variations (peak to valley) = $n \div 10 + 2$ or better for all coaxial cable portions of the I-Net (where N = the number of amplifiers in cascade).

B. Testing will occur twice yearly following the timing established in CFR 76.601 and 76.605.

1. From the institution to the longest subscriber cascade.
2. From the institution through the applicable headend/ hub site returning back to the same institution.
3. Performed using existing I-Net carriers active at the time of the testing, which will subject them to service interruptions.
4. Completed at Company-designated entry demarcation point at the institution.
5. The system will meet calculated worst case fully loaded video and audio measurements, taking into consideration existing I-Net data loading at the time the measurement is taken.
6. Under ordinary operating conditions.

2. Digital Transmission

A. For I-Net that is 50% or more coaxial cable, a Bit Error Rate of 1×10^{-8} at the demarcation point.

1. Outage times not included
2. Ordinary operating conditions

B. For I-Net that is 50% or more fiber optic cable, a Bit Error Rate of 1×10^{-9} at the demarcation point.

1. Outage times not included
2. Ordinary operating conditions

C. For both coaxial and fiber network, the company will meet or exceed a reliability factor of 99.965% on an annual basis.

D. Testing will occur twice yearly, during the months of January/February and July/August.

3. **Repair and Maintenance**

- A. **Company will provide a repair force of technicians capable of responding properly to all requests for service by I-Net Users and available on a 7 X 24 X 365 basis.**

- B. **Under normal operating conditions, the initial page to the technician on call will be within a 10 minute time frame. Barring situations that are outside the control of the Company (i.e., physical damage to the network caused by third parties not under the control of the cable company, weather related restrictions, etc.), the company will continue to work on a service problem until it is resolved and complete its resolution of such problem within eight (8) hours, if resolution of such problem is within control of company.**

- C. **Fiber may be incorporated, where necessary, to reduce amplifier cascades to meet performance standards. Where possible, fiber nodes may be located within the building or facility of the I-Net user.**

- D. **I-Net Users will be notified at least seven days in advance of any scheduled maintenance that will interrupt service on the I-Net, unless I-Net Users agree to waive such time frame. Where possible, such maintenance will be scheduled at times of low usage.**

CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION

Date: July 29, 1998

A RESOLUTION AUTHORIZING PUBLICATION OF A SUMMARY OF ORDINANCE 98-05

WHEREAS, Ordinance No. 98-05 is entitled "An ordinance granting a franchise to Media One North Central Communications Corp. to construct, operate, and maintain a cable communications system in the City of Falcon Heights; setting forth conditions accompanying the grant of the franchise; providing for regulation and use of the stem 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 contains several pages of text; and

WHEREAS, the contents of said ordinance can be summarized as follows:

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

FINDINGS

The City Council makes the following findings:

- 1. The company technical ability, financial condition, legal qualifications, and character were considered and approved;
- 2. The company plans for constructing, upgrading, and operating the System were considered and found adequate and feasible;
- 3. The Franchise complies with applicable laws and regulations; and
- 4. The Franchise is nonexclusive.

SECTION 1.

SHORT TITLE AND DEFINITIONS

This Section names the Franchise Ordinance as the Cable Franchise Ordinance and contains many definitions regarding the cable system.

SECTION 2.

GRANT OF AUTHORITY AND GENERAL PROVISIONS

This Section grants a nonexclusive, fifteen (15) year Franchise pursuant to the company's proposal and additional requirements contained in the Franchise. This Section further provides for free subscriber service to designated public and educational institutions.

SECTION 3.

CONSTRUCTION STANDARDS

This Section provides for permitting requirements, construction code compliance, undergrounding requirements, and other conditions on the use of the Rights-of-Way.

**SECTION 4.
DESIGN PROVISIONS**

This Section provides for the construction of a System providing 750 MHz capacity and which is fully activated with the capability of a minimum of up to 81 video channels.

The company will develop, construct and operate a System capable of providing non-video services such as high-speed data transmission, Internet access, and other competitive services which shall be activated as Marketplace Need dictates.

The company will complete all construction related to the System upgrade on or before November 30, 2000. The Section contains requirements regarding testing and technical standards and provides for four (4) channels to be interconnected with all adjoining cable systems.

**SECTION 5.
SERVICE PROVISIONS**

This Section provides for rate regulation when permitted by law, customer service standards, late fees and subscriber contracts.

**SECTION 6.
ACCESS CHANNEL(S) PROVISIONS**

The company will provide twelve (12) channels for public, education and government programming. The company will continue to comply with all requirements regarding community programming operations and funding and in addition will increase the funding by \$667,286 over the life of the Franchise.

**SECTION 7.
INSTITUTIONAL NETWORK (I-NET) PROVISIONS**

This Section contains provisions requiring the company to dedicate certain capacity for use by designated institutions, and contains terms and conditions for the usage and performance of this institutional network.

**SECTION 8.
OPERATION AND ADMINISTRATION PROVISIONS**

This Section contains provisions requiring the company to pay quarterly to City or its delegatee a Franchise Fee in an amount equal to five percent (5 %) of its quarterly Gross Revenues. In addition, the City shall have the right to require the company to provide copies of any records and the company must file with the City a report of all Gross Revenues and shall furnish such other reasonable reports with respect to operations may be required. If requested, the company shall furnish the maps, plats, and permanent records of the location and character of all facilities.

Finally, the City may require evaluation sessions at any time during the term of this Franchise. As a result of a review session, the company will meet with City and undertake good faith efforts to reach agreement on changes and modifications to the Franchise which are both economically and technically feasible.

**SECTION 9.
GENERAL FINANCIAL AND INSURANCE PROVISIONS**

This Section contains provisions requiring the company to furnish a performance bond to City in the amount of \$500,000.00 and deliver to City an unconditional Letter of Credit from a National or State bank approved by City in the amount of \$25,000.00 to secure compliance with the terms of the Franchise.

In addition, this Section provides that the City and its agents shall not be liable for any loss or damage arising out of any action of the company with respect to this Franchise.

Finally, as a part of the indemnification above, the company shall maintain a comprehensive general liability insurance policy for any and all damages and penalties which may arise as a result of this Franchise in the sum of not less than \$ 1, 000, 000. 00 for personal injury or death of any one Person, and \$2,000,000.00 for personal injury or death of two or more Persons in any one occurrence, \$500,000.00 for property damage to any one person and \$2,000,000.00 for property damage resulting from any one act or occurrence.

SECTION 10.

SALE, ABANDONMENT, TRANSFER AND REVOCATION OF FRANCHISE

This Section provides that the City reserves the right to revoke, this Franchise, if it is determined by City that the company has violated material provisions(s) of this Franchise, has attempted to evade any of the provisions of the Franchise; or has practiced fraud or deceit upon City. This Section also contains provisions regarding abandonment of service and removal of equipment and requires that the company receive approval prior to sale or transfer.

SECTION 11.

PROTECTION OF INDIVIDUAL RIGHTS

This Section prohibits discrimination and requires subscriber privacy by the company.

SECTION 12.

UNAUTHORIZED CONNECTIONS AND MODIFICATIONS

This Section prohibits unauthorized connections to the system or damage to the system.

SECTION 13.

MISCELLANEOUS PROVISIONS

This Section contains a variety of requirements concerning franchise renewal, amendments, compliance with applicable law, and interpretation of the Franchise.

SECTION 14.

PUBLICATION EFFECTIVE DATE; ACCEPTANCE AND EXHIBITS

This Section requires that the Franchise be published in accordance with applicable local and Minnesota law. The Effective Date of this Franchise shall be the date of acceptance by the company in accordance with the provisions of Section 14.2.

The company shall accept this Franchise within sixty (60) days of its enactment by the City Council provided, however, this Franchise shall not be effective until all City ordinance adoption procedures are complied with and all applicable timelines have run for the adoption of a City ordinance.

NOW, THEREFORE, BE IT RESOLVED by the city council of the City of Falcon Heights, Minnesota that:

1. Publication of this resolution, which includes a summary of Ordinance 98-05 will clearly inform the public of the intent and effect of the ordinance
2. A copy of this resolution shall be published in lieu of publishing a copy of Ordinance 98-05 in its entirety.

3. A copy of the complete ordinance shall be available for public inspection in the office of the city.

Moved by: _____

Approved by: _____

GEHRZ ___ In Favor
GIBSON TALBOT
HUSTAD ___ Against
JACOBS
KUETTEL

Mayor
July 29, 1998
Date

Attested by: _____

City Clerk
July 29, 1998
Date

CITY OF FALCON HEIGHTS
ORDINANCE

Date July 29, 1998

AN ORDINANCE AMENDING CHAPTER 4 OF THE CITY CODE RELATED TO FRANCHISES

The City Council of the City of Falcon Heights does hereby ordain:

SECTION 1. Chapter 4-5.03 is hereby amended as follows:

4-5.03 Non-Exclusive Cable Communications Franchise

City Council has granted to ~~Group W Cable of the North Suburbs, Inc., a Minnesota corporation, ("Group W")~~ Media One North Central Communications Corp ("Media One"), its successors and assigns a non-exclusive cable communications franchise. The Grantee, its successors and assigns, shall in furnishing cable communication to the city, its inhabitants and others, construct, operate, repair and maintain in the city a cable communications system including necessary poles, pole lines, fixtures and appurtenances and use the city's streets, alleys, public ways and public grounds for such purposes subject to certain terms and conditions set forth in the ~~Group W. Non-exclusive Cable Communications~~ Media One Franchise Agreement on file in the office of the city clerk.

SECTION 2. Chapter 4-5.04 is hereby deleted in its entirety.

~~4-5.04 Special Channel and Access Requirements~~

- ~~A. Grantee will carry broadcast stations in accordance with FCC rules as from time to time revised.~~
- ~~B. Grantee will provide an audio/video emergency alert override system that will permit the interruption by designated city officials of all audio (including FM) and video programming instructing citizens where to switch for emergency announcements.~~
- ~~C. Grantee shall provide at least thirteen (13) channels for access use for the following uses:-~~

~~Two (2) public access, an educational access, a government access, one (1) leased access, a local origination access, a religious access, a special-needs access, and two (2) public school district access channels (hereinafter "access channels").~~

~~All residential subscribers who receive all or any part of the total services offered on the system shall also receive all of said thirteen (13) access channels at no additional charge. All channels shall be activated upon system activation and thereafter maintained. Amended 12/12/90, O 90-10.~~

SECTION 3. This ordinance shall be effective upon passage and official publication.

Moved by: _____

GEHRZ ___ In Favor
GIBSON TALBOT
HUSTAD ___ Against
JACOBS
KUETTEL

Approved by: _____

Mayor
July 29, 1998
Date

Attested by: _____

City Clerk
July 29, 1998
Date

ITEM: Consideration of amendment to the city's assessment policy related to tax exempt properties on corner lots

SUBMITTED BY: Susan Hoyt, City Administrator

EXPLANATION/DESCRIPTION:

Summary and Action Requested. The city council is asked to consider an amendment to the city's assessment policy. The amendment states that corner lot tax-exempt properties are to be assessed each time a street abutting the property is improved. This would be different than the assessment policy for taxpaying residential and commercial corner lot properties, which are assessed only for the first street improvement affecting their property.

Goal 4. To provide a responsive and effective city government
Strategy 7. Effectively manage the city's financial resources.

ATTACHMENT:

1. City's assessment policy with proposed amendment.

ACTION REQUESTED: Approval of amendment to city assessment policy.

II DEFINITIONS

A. Assessment Units

The following definitions refer to the assessment units to be used when determining various assessment rates as described in the remaining sections of this manual.

1. Lot Unit

A lot unit is defined as a platted single family residential lot which in accordance with Falcon Heights zoning and subdivision regulations, cannot be further subdivided.

2. Gross Area

The total area, in acres or square feet, of a lot or parcel of land including any easements. The gross area of a lot or parcel of land does not include any of the abutting right-of-way.

3. Weighted Areas

For the purpose of storm sewer assessments, the weighting of areas shall be based on zoning as follows:

Single-family Residential	1.00
Multi-Unit Residential	1.50
Commercial	2.50

4. Front Footage

a. Single Frontage Lots

In platted areas, the front footage for purposes of front footage assessments shall be determined at the building set back line as described in the Falcon Heights Zoning Ordinance, and shall be measured parallel to the property line abutting the improvement.

b. Comer Lots

1) In the case of a street improvement project which abuts both sides of a comer lot, the lot shall be treated as an interior lot and the front footage shall be the short side of the lot. There will not be an additional assessment against comer lots for the side lot dimension. When the street improvement is only along the long side of the lot, the short side of the lot will be used for determination of assessable front footage. The assessment for the short side will occur with the first street to be reconstructed.

a) Tax exempt properties shall be assessed for each street improvement project that abuts the property according to the property's front footage along the street that is being improved.

2) For all other improvements such as sanitary sewer or water, the front footage shall be the footage established for the short side of the lot when both sides of the lot are being affected by the improvement. Where the proposed improvement project is only along the long side of a comer lot, the short side front footage shall be used for assessment purposes.

POLICY 3
Date: 7/29/98

ITEM: Report on the University of Minnesota response to covenants for the Cleveland Avenue site for the proposed Women's Intercollegiate Soccer Stadium

SUBMITTED BY: Susan Hoyt, City Administrator
Roger Knutson, City Attorney

EXPLANATION/DESCRIPTION:

Summary and action requested. The Mayor will report on the university's response to the covenants adopted by the city council on July 15, 1998. The council may determine if there is additional action necessary following this report. The Regents approved that the University will consider covenants on this site.

These covenants would limit the use of the property slightly less than the current and future plans consistently represented by the university to the city and the regents. The covenants adopted on July 15 include:

- 1 Limit use to Women's intercollegiate NCAA soccer competition, women's intercollegiate soccer practice and U of M intramural recreational sports. There shall be no more than 12 NCAA intramural competition games a year.
- 2 No lights for the playing fields.
- 3 The sound system shall be used for one hour before the NCAA games and during the NCAA intercollegiate competition games.
- 4 There shall be no more than 1,500 seats.

ATTACHMENT:

- 1 Resolution adopted by Regents on July 10, 1998

ACTION REQUESTED:

Update on the status of the covenants on the Cleveland Avenue site proposed to the University.

Discussion and further action, if deemed necessary.



REGENTS OF THE UNIVERSITY OF MINNESOTA

RESOLUTION RELATED TO

THE WOMEN'S INTERCOLLEGIATE ATHLETICS SOCCER FACILITY

BE IT RESOLVED that, on the recommendation of the President, the site and the general schematic plans for the Women's Intercollegiate Athletics Soccer Facility are approved.

BE IT FURTHER RESOLVED that Dean Thomas Fisher, College of Architecture and Landscape Architecture, will work with University officials and community representatives appointed by Mayor Sue Gehrz until September 9, 1998 on a design for the approved site that satisfies the needs of the women's intercollegiate athletics soccer program and addresses as many of the neighborhood concerns as possible.

BE IT FURTHER RESOLVED that the University will consider entering into covenants with the city of Falcon Heights that address certain community and University concerns.

BE IT FURTHER RESOLVED that the University will continue to thoroughly research and review alternative sites suggested by the community until September 9, 1998, even as it proceeds with construction planning.

ITEM: Report on the Site Design Task Force

SUBMITTED BY: Susan Hoyt, City Administrator

EXPLANATION/DESCRIPTION:

Summary and action requested. The Mayor and staff will update the council on the status of the mayoral appointed Site Design Task Force and its meetings with the university regarding alternative designs for the soccer stadium on the Cleveland Avenue site. Dean Tom Fisher, from the College of Architecture and Landscape Architecture, is chairing these meetings. The city's land use planning firm, DSU, to work on alternative designs given the information that has already been gathered from the community about concerns on the site. The council determined that the Site Design Task Force will not meet until the covenants are approved by the President with his recommendation that they go to the Board of Regents on September 11, 1998. This is because the council views the intensity of use on the site (number of games, lights and noise) as the most critical element in controlling the negative impact from the stadium on abutting properties as well as the potential demand on city services like traffic control and police. Once the task force makes a final recommendation on the site design, it will be passed along to the city's planning commission and city council for review and approval before being presented to the Regent's on September 9, 1998.

Tentative schedule:

July 29	task force
August 12	task force
August 25	communitywide input

ATTACHMENTS:

1 Members of the Site Design Task Force

ACTION REQUESTED:

Report and direction.



CITY OF
FALCON HEIGHTS

2077 W. LARPEUR AVENUE FALCON HEIGHTS, MN 55113-5594 PHONE (612) 644-5050 FAX (612) 644-8675

17 July 1998
SITE DESIGN TASK FORCE
PROPOSED MEETING SCHEDULE

The following is a tentative meeting schedule for the Site Design Task Force. These dates are subject to change. Nevertheless, please keep them in mind as you plan your next few weeks.

MEMBERS:

Tom Fisher	U of M School of Architecture and Landscape Architecture* (will serve as chair of meetings)
Tom Brace	Falcon Heights Planning Commission 1433 W. Idaho Ave.
Ted Kellogg	1666 Coffman
Barbara Lukerman	Grove Neighborhood Association
Heather Worthington or council designee	District 12 Community Council
Susan Hoyt	City of Falcon Heights

TENTATIVE DATES as of July 17, 1998:

Wednesday, July 29, 1998	4:00 P.M.	City Hall
Wednesday, August 4, 1998	4:00 P.M.	City Hall
Tuesday, August 25, 1998	7:00 P.M.	City Hall

*The U of M will also be sending the architect doing the stadium plans as well as representatives from the Athletic Department, the Facilities Management Department and possibly the Legal Department to observe and, if necessary, respond to questions.

*The City of Falcon Heights will have land use planners John Shardlow and John Uban and other site designers as needed to be involved in preparing the site design alternatives.

HOME OF THE MINNESOTA STATE FAIR AND THE U OF M INSTITUTE OF AGRICULTURE



PRINTED ON RECYCLED PAPER

ITEM: Proposed schedule for 1999 budget workshops

SUBMITTED BY: Susan Hoyt, City Administrator

EXPLANATION/DESCRIPTION:

Summary and action requested. The council is being asked to set aside three or four meetings to develop the 1999 budget goals and draft budget. August is a good time to do this. Given time several time constraints, the following schedule relies primarily on regular meeting dates for this work Saturdays have been avoided for this year. Since some of the revenue amounts are not available until very late August, this schedule will work out from a staff perspective.

- 6:00 PM Wednesday, August 5, 1998 goal setting
- 6:00 PM Wednesday, August 12, 1998 general fund;
special revenue
enterprise
- 6:00 PM Wednesday, August 26, 1998 capital funds
- 6:00 PM Wednesday, September 2, 1998 overall review , if needed

-(**Staff is away Wednesday, August 19, 1998*)

ACTION REQUESTED:

Approve budget timeline so staff can post on for the public.

ITEM: Entrance Improvements at Community Park / Cooperative Information
Posting Project with U of M

SUBMITTED BY: Carol Kriegler, Director of Parks, Recreation and Facilities

REVIEWED BY: Susan Hoyt, City Administrator

EXPLANATION / DESCRIPTION:

Summary and action requested. The 1998 capital budget includes funds for improvements to the northeast entry of Community Park. Given the existing strong north side orientation to the park, it is recommended that opportunities also be explored for improvements in the southwest corner area. While entrance in this area is limited to pedestrians off of Cleveland Ave., modest improvements could create a more inviting and pronounced entry while creating a stronger identification of the park for motorists passing from the south. Currently, motorists view the "rear-end" of the park and back-side of the park identification sign at Roselawn and Cleveland when they approach the park from the south. Improvements might include pathway improvements and a park identification sign.

It is also suggested that opportunities be explored for incorporating an "information posting station" in an improved southwest entry. Staff has had discussions with Dr. Alfredo Di Costanzo of the U of M's Department of Animal Science regarding his interest in providing park users with information about the adjacent fields and livestock. The posting station would likely consist of an enclosed and secured bulletin board that the Animal Science department would maintain for the purpose of providing interesting information to the community.

Improvements to the northeast entry would likely include new fencing, landscaping and path surfacing as a means of creating a more welcoming and accessible entrance on this side of the park. While this entry tends to be the most heavily used in the park, it is currently outdated, non-descript and has some accessibility constraints.

It is suggested that staff proceed with the exploration of opportunities for improvement to the two entrance areas through the development of schematic design, associated cost estimates, and through continued discussion with Dr. Di

Costanzo. It is recommended that a landscape architect be utilized for 10 - 15 hours of service in the design development stage.

ACTION REQUESTED:

Authorization to proceed with the exploration of opportunities for Community Park entrance improvements and the cooperative information posting project with the U of M.

City of Falcon Heights

MEETING NOTICE

Wednesday, July 15, 1998
4:00 P.M.

City Hall
2077 West Larpenteur Avenue
Falcon Heights, MN 55113

CONSENT:

- a. General Disbursements through 7/7/98, \$35,012.32
- b. Payroll, 6/16/98 to 6/30/98, \$14,809.05

WORKSHOP:

Report on July 9, 1998 meeting at 1666 Coffman.

APPROVAL OF BILLS
 PERIOD ENDING: 7-6-98

CHECK#	VENDOR NAME	DESCRIPTION	DEPT.	AMOUNT
	HOWARD GREEN COMPANYC.	802050J HOYT ISSUES	-----	105.00
	*** TOTAL	FOR DEPT 00		105.00
	FOCUS NEWS	STREET SEAL COATING	LEGISLAT	34.20
	FOCUS NEWS	PLANNING COMMITTEE NOTIC	LEGISLAT	39.95
	GEHRZ, SUE	MOTEL/MILEAGE CONF DULUTH	LEGISLAT	408.80
	*** TOTAL	FOR DEPT 11		482.95
	AMERICAN OFFICE PRODUCTS	121.85	ADMINIST	0.00
	AMERICAN OFFICE PRODUCTS	FOLDERS/CARDS/ENVELOPES	ADMINIST	121.85
	IVERSON, TERRY	GAVEL MEETING EXP	ADMINIST	7.92
	MIDWEST DELIVERY SERVICE	DELIVERIES	ADMINIST	10.65
	MINNEAPOLIS PAPER COMPANY	COPY PAPER	ADMINIST	244.84
36386	MN DEPARTMENT OF REVENUE	6/30 STATE WITHHOLDINGS	ADMINIST	1,576.43
36387	PERA	6/30 PERA WITHHOLDINGS	ADMINIST	1,446.58
	PERA LIFE	7/98 PHILLIPS	ADMINIST	12.00
	*** TOTAL	FOR DEPT 12		3,420.27
	CASH	GFOA CAFR MAILING EXP	FINANCE	7.45
	CASH	MAILINGS TO STATE AUDITR	FINANCE	3.00
36384	GFOA	1998 MEMBERSHIP GFOA	FINANCE	125.00
36385	GFOA	CAFR AWARD APPLICATN FEE	FINANCE	350.00
	KERN, DEWENTER, VIERE LTD	AUDIT FEE BALANCE DUE	FINANCE	4,075.00
	*** TOTAL	FOR DEPT 13		4,560.45
36382	BLIMPIE SUBS & SALADS	SUBS FOR VOLUNTEER EVENT	COMMUNIC	307.73
	CASH	50TH BIRTHDAY SNAKS	COMMUNIC	7.57
	CASH	FED EX CHARGE/SOCCER STD	COMMUNIC	15.00
	INSTY-PRINTS PLUS	COLOR COPIESS-SOCCER STA	COMMUNIC	49.42
36388	REAL PRODUCTIONS	10 COPIES SOCCER VIDEO	COMMUNIC	126.26
	*** TOTAL	FOR DEPT 16		505.98
	PAKOY, GENE	MECH INSP M-98-11/M98-31	PLANNING	1,194.76
	*** TOTAL	FOR DEPT 17		1,194.76
	NSP	ELECT CIVIL DENFENSE SIR	EMERGENC	6.28
	*** TOTAL	FOR DEPT 21		6.28
	AMERIPRIDE LINEN&APPAREL	LINEN CLEANING FIRE HALL	FIRE FIG	39.35
	COLONIAL INSURANCE	6/98 BAUMAN	FIRE FIG	29.65
	EMERGENCY APPARATUS MAINT	REPAIR LEAK 757	FIRE FIG	31.80
	PERA LIFE	7/98 BAUMAN	FIRE FIG	12.00
	SUBURBAN HARDWARE	CLEANSER,WINDEX	FIRE FIG	12.85
	SPEEDWAY SUPERAMERICA LLC	FUEL 757	FIRE FIG	11.00
	USWEST COMMUNICATIONS	TELEPHONE 7-1-98	FIRE FIG	175.50
	*** TOTAL	FOR DEPT 24		312.15
	COLONIAL INSURANCE	6/98 IVERSON	FIRE PRE	36.45
	CAPITAL COMMUNICATIONS	NYLON CARRY CASE	FIRE PRE	13.31
	IVERSON, TERRY	MILEAGE REIMBURSEMENT	FIRE PRE	63.71
	PERA LIFE	7/98 IVERSON	FIRE PRE	12.00
	*** TOTAL	FOR DEPT 25		125.47
	AT&T WIRELESS SERVICES	PULBIC WORKS PAGER	CITY HAL	21.08

APPROVAL OF BILLS
 PERIOD ENDING: 7-6-98

CHECK#	VENDOR NAME	DESCRIPTION	DEPT.	AMOUNT
	CADY COMMUNICATIONS INC	MODEM SVC WORK	CITY HAL	155.75
	CADY COMMUNICATIONS INC	PROGRAMMING CHGS/VOICEMA	CITY HAL	22.25
	CADY COMMUNICATIONS INC	REPAIR PHONE LINE EXT100	CITY HAL	155.75
	CADY COMMUNICATIONS INC	ADD NEW PHONE JACK P.W.	CITY HAL	185.03
	GLENWOOD INGLEWOOD	JULY 98 COOLER RENTAL	CITY HAL	12.60
	HERMES FLORAL COMPANY	PLANTS & SOIL	CITY HAL	64.84
	M-75 BUILDING MAINTENANCE	6/98 CLEANING	CITY HAL	206.88
	OLSEN FIRE PROTECTION	ANNUAL FIRE SPRINKLR INS	CITY HAL	145.00
	ST. PAUL WATER UTILITY	SS	CITY HAL	20.28
	ST. PAUL WATER UTILITY	H2O	CITY HAL	35.15
	*** TOTAL FOR DEPT 31			1,024.61
	CASH	LANDFILL DUMPING CHARGES	STREETS	40.00
	I PRINT TEXTILES	T-SHIRTS F.H.	STREETS	300.00
	KNOX LUMBER CO.	CONCRETE	STREETS	23.25
	RENT ALL MINNESOTA INC	RENT OF CHIPPER	STREETS	216.00
	RENT ALL MINNESOTA INC	RENT OF CHIPPER AGAIN	STREETS	688.36
	SCHARBER & SONS	JD MOWER BELT	STREETS	42.34
	SUBURBAN HARDWARE	OIL/TRAILER BALL/PLIERS	STREETS	95.75
	SPEEDWAY SUPERAMERICA LLC	FUEL	STREETS	182.42
	*** TOTAL FOR DEPT 32			1,588.12
	HOWARD GREEN COMPANYC.	330000M GENERAL SVCS	ENGINEER	45.45
	HOWARD GREEN COMPANYC.	SEAL COATING ISSUES	ENGINEER	947.27
	*** TOTAL FOR DEPT 33			992.72
	SUBURBAN HARDWARE	CHAINSAW REPAIR	TREE PRO	36.78
	PRECISION TREE COMPANY	1877 HOLTON TREE REMOVAL	TREE PRO	404.70
	*** TOTAL FOR DEPT 34			441.48
	GIBBS LAWN, INC.	SPRAYING	PARK & R	238.85
	NSP	AUTOMATIC PROTECTIVE LIT	PARK & R	22.49
	NSP	ELECT TO 7-1-98	PARK & R	21.70
	SUBURBAN HARDWARE	RECOIL STARTER SPRING	PARK & R	13.34
	SPEEDWAY SUPERAMERICA LLC	FUEL	PARK & R	52.92
	USWEST COMMUNICATIONS	6-22-98 TELEPHONE	PARK & R	60.55
	PRAIRIE RESTORATIONS, INC	PRAIRIE MGMT-COMM PARK	PARK & R	252.33
	ST. PAUL WATER UTILITY	SS	PARK & R	11.66
	ST. PAUL WATER UTILITY	H2O	PARK & R	16.81
	ST. PAUL WATER UTILITY	SS	PARK & R	11.66
	ST. PAUL WATER UTILITY	H2O	PARK & R	5.61
	*** TOTAL FOR DEPT 41			707.92
	CASH	WHATS COOKIN SUPPLIES	PARK PRO	5.62
	CASH	CRAFT SUPPLIES	PARK PRO	12.71
	CASH	SUPPLIES FOR PRGRAMS	PARK PRO	3.78
	CASH	SUPPLIES/CRAFTS	PARK PRO	2.40
	ECONOMY HANDICRAFTS	GULE/FACE PAINT	PARK PRO	82.66
	I PRINT TEXTILES	T-SHIRTS FH	PARK PRO	107.04
	I PRINT TEXTILES	YOUTH SPORTS SHIRTS	PARK PRO	1,225.40
	MICHAELS ARTS & CRAFTS	CRAFT SUPPLIES	PARK PRO	97.01
	OFFICE MAX CREDIT PLAN	POSTER PAPER/WATER COLOR	PARK PRO	27.67
	THINGS FROM BELL	PROGRAM SUPPLIES	PARK PRO	245.33

APPROVAL OF BILLS
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CHECK#	VENDOR NAME	DESCRIPTION	DEPT.	AMOUNT
	AMMANN, CHRISTINE	WHAT'S COOKIN SUPPLIES	PARK PRO	12.17
	FELICIA BUSCH	REFUND SUMMER PROGRAMS	PARK PRO	18.00
	*** TOTAL FOR DEPT 50			1,839.79
	NSP	ELECT TO 7-1-98	STREET L	2,022.73
	*** TOTAL FOR DEPT 54			2,022.73
	E-Z RECYCLING, INC.	6/98 RECYCLING CONTRACT	SOLID WA	2,559.40
	*** TOTAL FOR DEPT 56			2,559.40
	B & H PHOTO-VIDEO INC	CABLE EQUIPMENT	GENERAL	170.95
	EPA AUDIO VISUAL	LEIGHTRONIX CONTROL CABL	GENERAL	107.55
	*** TOTAL FOR DEPT 63			278.50
	NORTH STAR TURF, INC.	150 GALLON LAWN SPRAYER	FIRE & R	1,698.68
	SUBURBAN HARDWARE	CHAINSAW	FIRE & R	399.95
	*** TOTAL FOR DEPT 64			2,098.63
	GOPHER SIGN COMPANY	SIGNS FOR PARKS	PUBLIC W	909.99
	*** TOTAL FOR DEPT 65			909.99
	DANKO EMERGENCY EQUIPMENT	HURST HOSE ASSEMBLY RPLC	RESCUE S	47.16
	EMERGENCY APPARATUS MAINT	OIL	RESCUE S	25.68
	EMERGENCY APPARATUS MAINT	SERVICE OF 756	RESCUE S	159.00
	EMERGENCY APPARATUS MAINT	OIL	RESCUE S	15.26
	EMERGENCY APPARATUS MAINT	SERVICE OF 754	RESCUE S	128.20
	GROUP HEALTH PLAN INC	1998 MEDICAL DIRECTN FEE	RESCUE S	862.50
	OXYGEN SERVICE COMPANY	OXYGEN	RESCUE S	45.00
	SPEEDWAY SUPERAMERICA LLC	FUEL 756	RESCUE S	13.46
	AIRTOUCH CELLULAR	AMBULANCE CELLULAR PHONE	RESCUE S	14.80
	*** TOTAL FOR DEPT 76			1,311.06
	FRICKE & SONS SOD, INC.	SOD LARP STREETScape	LARPENTE	71.57
	GREEN VALLEY NURSERY	PLANTINGS LARP AVENUE	LARPENTE	105.43
	LINDERS GREENHOUSES	PEATMOSS/PERLITE	LARPENTE	109.48
	LINDERS GREENHOUSES	FLOWERS/PEAT MOSS	LARPENTE	77.83
	HOWARD GREEN COMPANYC.	330025M LARP AVE	LARPENTE	406.30
	MUSKA ELECTRIC CO.	LENS	LARPENTE	60.71
	D-ROCK CENTER & SMALL ENG	PLANTERS-BLACK DIRT	LARPENTE	38.34
	D-ROCK CENTER & SMALL ENG	3/8 RIVER ROCK	LARPENTE	59.64
	D-ROCK CENTER & SMALL ENG	3/8 RIVER ROCK AGAIN	LARPENTE	59.64
	D-ROCK CENTER & SMALL ENG	BLACK DIRT FOR PLANTERS	LARPENTE	38.34
36383	GERTENS GREENHOUSE	PLANTINGS LARP STREETS CP	LARPENTE	314.71
	*** TOTAL FOR DEPT 82			1,341.99
	ENVELOPE SPECIALTIES INC	LETTERHEAD / ENVELOPES	MCAD	517.65
	ENVELOPE SPECIALTIES INC	LETTERHEAD	MCAD	532.35
	CITY OF ROSEVILLE	MAY 98 AFTER SCHOOL	MCAD	735.53
	CITY OF ROSEVILLE	JUNE 98 AFTER SCHOOL	MCAD	823.74
	CITY OF ROSEVILLE	CAMP 678	MCAD	618.28
	CITY OF ROSEVILLE	BROUCHER SUMMR/FALL MAIL	MCAD	547.00
	BERNARDY, CONNIE LANNERS	PROF SVC JULY 1-15	MCAD	1,227.13
	BERNARDY, CONNIE LANNERS	TELEPHONE	MCAD	417.76

APPROVAL OF BILLS
 PERIOD ENDING: 7-6-98

CHECK#	VENDOR NAME	DESCRIPTION	DEPT.	AMOUNT
	BERNARDY, CONNIE LANNERS	APR-JUNE MEETNG EXP	MCAD	856.87
	BERNARDY, CONNIE LANNERS	PROGRAM SUPPLIES	MCAD	339.60
	BERNARDY, CONNIE LANNERS	PRINTING/PUBLISHING	MCAD	123.85
	BERNARDY, CONNIE LANNERS	VIDEO TAPE- GREASE	MCAD	15.96
	BERNARDY, CONNIE LANNERS	NINETENDO FOR AFTERSCHOO	MCAD	426.35
	*** TOTAL FOR DEPT 84			7,182.07
	*** TOTAL FOR BANK 01			35,012.32
	*** GRAND TOTAL ***			35,012.32

C H E C K R E G I S T E R

CHECK TYPE	CHECK DATE	EMPLOYEE NAME NUMBER	CHECK NUMBER	CHECK AMOUNT
COM	6 29 98	6 SUSAN GEHRZ	28667	285.81
COM	6 29 98	8 SAM JACOBS	28668	277.05
COM	6 29 98	10 JAN GIBSON TALBOT	28669	200.00
COM	6 29 98	11 JOHN HUSTAD	28670	277.05
COM	6 29 98	12 LAURA A. KUETTEL	28671	277.05
COM	6 29 98	30 NICHOLAS BAUMANN	28672	283.04
COM	6 29 98	35 LEO LINDIG	28673	63.66
COM	6 29 98	40 KEVIN ANDERSON	28674	116.75
COM	6 29 98	42 MICHAEL D. CLARKIN	28675	124.67
COM	6 29 98	47 NATHANIEL HEROLD	28676	73.88
COM	6 29 98	60 TERRY D. IVERSON	28677	29.56
COM	6 29 98	63 RACHELLE L. MARVIN	28678	59.31
COM	6 29 98	1002 SUSAN HOYT TAFF	28679	1325.18
COM	6 29 98	1003 TERRY IVERSON	28680	1028.74
COM	6 29 98	1005 CAROL KRIEGLER	28681	647.16
COM	6 29 98	1007 PATRICIA PHILLIPS	28682	830.30
COM	6 29 98	1010 CARLA ASLESON	28683	1025.65
COM	6 29 98	1013 WILLIAM MAERTZ	28684	1121.12
COM	6 29 98	1026 JASON CIERNIA	28685	207.80
COM	6 29 98	1032 TWAROSKI, ANITA	28686	110.82
COM	6 29 98	1033 DAVE TRETSVEN	28687	772.46
COM	6 29 98	1057 KRISTIN L. WOLVERTON	28688	758.42
COM	6 29 98	1083 JAMES W. SNOWDEN	28689	209.33
COM	6 29 98	1084 CHRISTINE AMMANN	28690	437.38
COM	6 29 98	1088 DONALD R. MEISSNER	28691	554.39
COM	6 29 98	1107 RICHARD P. TALBOT III	28692	371.24
COM	6 29 98	1123 ABRAHAM T. CYR	28693	34.63
COM	6 29 98	1136 ROLAND O. OLSON	28694	942.81
COM	6 29 98	1141 JEANNE MARIE MCGUIRE	28695	400.81
COM	6 29 98	1147 GEORGE BURNS	28696	476.35
COM	6 29 98	1148 RACHEL J SEVERSON	28697	432.48
COM	6 29 98	1149 WILLIAM J MONCRIEF	28698	325.27
COM	6 29 98	1150 THAO NGUYEN	28699	149.51
COM	6 29 98	1151 MARK J GULULE	28700	253.93
COM	6 29 98	1152 KARNA M BLOOMQUIST	28701	77.57
COM	6 29 98	1153 MARK P BORSHEIM	28702	247.87

COMPUTER CHECKS	14809.05
MANUAL CHECKS	.00
NOTICES OF DEPOSIT	.00

****TOTALS**** 14809.05