CITY COUNCIL MEETING

MUNICIPAL CENTER COUNCIL CHAMBERS

1616 HUMBOLDT AVENUE, WEST ST. PAUL, MN 55118

MONDAY, SEPTEMBER 14, 2020

6:30 P.M.

CITY COUNCIL MEETINGS

City Council meetings are held in person in the Council Chambers and are open to the public with social distancing restrictions. Meetings will continue to be broadcast and streamed online for viewers to watch from the safety of their homes.

SEATING: A limited number of attendees will be allowed in the Council Chambers to view live meetings. Seats are first-come first-serve. Due to the limited seating, overflow space will be available in the City Hall lobby and the Lobby Conference Rooms with screens playing the meeting live.

PARTICIPATION: Due to the limited seating in the Council Chambers, those wishing to speak in person during public input items must sign up prior to the start of the meeting and will be called up to the podium one at a time. People wishing to speak in person may email the City Clerk at sbuecksler@wspmn.gov by 4:30 p.m. the day of the meeting (please include name, address and subject in email). In addition, sign-up sheets for each public input item will be available near the entrance of the Council Chambers at 4:30 p.m. the day of each meeting and collected by the City Clerk 5 minutes prior to the start of the meeting. Names will be called to approach the podium to address the Council. Those watching from overflow areas can enter the Chambers to speak when their name is called and then proceed back to the overflow area to continue viewing.

Viewers may also choose to call in via telephone to speak during public input items. A number will appear on screen during live broadcasts and streams when lines open for call-in speakers.

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Adopt the Agenda**
5. **Citizen Comments - In Person**

   Individuals may address the City Council about any item not included on the regular agenda. Speakers are requested to come to the podium, state their name and address for the Clerk's record. Generally, the City Council will not take official action on items discussed at this time, but may typically refer the matter to staff for a future report or direct that the matter be scheduled on an upcoming agenda.
6. **Citizen Comments - Phone Line**

   Individuals may address the City Council about any item not included on the regular agenda. Speakers are requested to state their name and address for the Clerk's record. Generally, the City Council will not take official action on items discussed at this time, but may typically refer the matter to staff for a future report or direct that the matter be scheduled on an upcoming agenda.
7. **Council Comments**
8. **Proclamations, Presentations and Recognitions**

   A. Recognition of Hispanic Heritage Month

Documents:

COUNCIL REPORT - HISPANIC HERITAGE MONTH.PDF
RESOLUTION - RECOGNIZING HISPANIC HERITAGE MONTH.PDF

B. Proclamation - Direct Support Professionals Recognition Week, September 13-19, 2020

Documents:

PROCLAMATION - DIRECT SUPPORT PROFESSIONALS RECOGNITION WEEK.PDF

9. **Consent Agenda**

All items on the Consent Agenda are considered to be routine and have been made available to the City Council at least two days prior to the meeting; these items will be enacted by one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from this agenda and considered under separate motion.

A. Minutes of June 22, 2020 OCWS

Documents:

06-22-20 OCWS MINUTES.PDF

B. Minutes of July 13, 2020 - OCWS and Regular City Council Meeting

Documents:

07-13-20 OCWS MINUTES.PDF
07-13-20 COUNCIL MINUTES.PDF

C. Minutes of July 27, 2020 - OCWS and Regular City Council Meeting

Documents:

07-27-20 OCWS MINUTES.PDF
07-27-20 COUNCIL MINUTES.PDF

D. Minutes of August 14, 2020 - Special Council Minutes

Documents:

08-14-20 SPECIAL COUNCIL MINUTES.PDF

E. List of Claims September 14, 2020

Documents:

COUNCIL REPORT - 9.14.20 LIST OF CLAIMS.PDF

F. Financial Reports-April through June

Documents:

COUNCIL REPORT - APRIL - JUNE FINANCIAL REPORTS.PDF
APRIL BANK REC.PDF
MAY BANK REC.PDF
JUNE BANK REC.PDF
UBS JULY.PDF

JUNE 2020 GENERAL FUND BUDGET TO ACTUAL.PDF

G. Change Order No. 4

Documents:

8.25.20 LETTER TO RYAN SCHROEDER.PDF
G701-2017 - CHANGE ORDER FOUR.PDF

H. Installation of Air Purification/Ionizing System in Dome

Documents:

COUNCIL REPORT - INSTALLATION OF AIR PURIFICATION SYSTEM IN DOME.PDF

I. Livable Communities Act - Re-Enrollment for 2021 - 2030

Documents:

COUNCIL MEMO - RE-ENROLLMENT FOR LIVABLE COMMUNITIES 2021 - 2030.PDF
RESOLUTION 20- - RE-ENROLLMENT FOR LIVABLE COMMUNITIES 2021 - 2030.PDF

10. **Public Hearing**

A. Final Reading of Ordinance No. 20-017 NDC4 Cable 2020 Renewal Franchise

Documents:

COUNCIL REPORT - NDC4.PDF
ORDINANCE 20-017 NDC4 COMCAST 2020 INFORMAL RENEWAL FRANCHISE.PDF
ATTACHMENT - NDC4 COMCAST SIDE LETTER 8-5-2020.PDF
ATTACHMENT - NDC4 RESOLUTION RECOMMENDING COMCAST RENEWAL FRANCHISE 8-5-2020.PDF
PRESENTATION - NDC4 COMCAST RENEWAL 8-5-2020.PDF

B. Plat Review for Property Line Adjustment between 1019 Smith and 1010 Dodd – Continued from 08/31/2020 Council Meeting

Documents:

COUNCIL REPORT - PROPERTY LINE ADJUSTMENT BETWEEN 1019 SMITH AND 1010 DODD - CONT. FROM 08.31.2020 MTG.PDF
ATTACHMENT - PROPERTY LINE ADJUSTMENT BETWEEN 1019 SMITH AND 1010 DODD.PDF
RESOLUTION - DENIAL OF PLAT APPLICATION FOR PROPERTY LINE ADJUSTMENT BETWEEN 1019 SMITH AND 1010 DODD RD.PDF

11. **New Business**

A. Capital Equipment and Capital Infrastructure Plan 2021-2030

Documents:

COUNCIL REPORT - 2021-2030 CAPITAL EQUIPMENT AND CAPITAL INFRASTRUCTURE PLAN.PDF
CEP-CIP PLAN 2021-2030.PDF

B. Preliminary Budget for 2021 and Conceptual Budget 2022

Documents:

COUNCIL REPORT - 2021 BUDGET AND MAXIMUM LEVY CERTIFICATION.PDF
RESOLUTION - 2021 BUDGET AND TAX LEVY.PDF
RESOLUTION - PUBLIC HEARING DATE.PDF
GRAPHS FOR PRELIMINARY BUDGET.PDF

12. **Old Business**

A. Final Reading of Ordinance No. 20-018 Rezoning 1571 Robert Street from B6 - Town Center Mixed-Use to PMD - Planned Mixed-Use Development with B6 - Town Center Mixed-Use Underlying Zoning

Documents:

COUNCIL REPORT - FINAL READING FOR REZONING 1571 ROBERT ST.PDF
ORDINANCE 20-018 REZONING 1571 ROBERT ST TO PMD.PDF

13. **Adjourn**

If you need an accommodation to participate in the meeting, please contact the ADA Coordinator at 651-552-4108 or email ADA@wspmn.gov at least 5 business days prior to the meeting
www.wspmn.gov EOE/AA

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

From: **Ryan Schroeder, City Manager**

Date: **September 14, 2020**

Recognition of Hispanic Heritage Month

BACKGROUND INFORMATION:

Hispanic Heritage Month recognizes and celebrates the contributions Americans tracing their roots to Spain, Mexico, Central America, South American and the Spanish-speaking nations of the Caribbean have made to American society and culture. The observance was born in 1968 when Congress authorized President Lyndon Johnson to issue an annual proclamation designating National Hispanic Heritage Week. In 1988, lawmakers, and President Ronald Reagan, expanded it to a month long celebration, stretching from September 15 to October 15.

Hispanic Heritage Month starts on September 15, as a historically significant day that marks the anniversary of independence of five Latin American countries: Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua. The designated period is also a nod to those from Mexico and Chile, which celebrate their independence on September 16 and September 18, respectively.

The Hispanic population of the United States as of July 1, 2019, is 60.6 million making people of Hispanic origin the nation's largest ethnic or racial minority. Hispanics constituted 18.5% of the nation's total population (source: Vintage 2019 Population Estimates). This represents a significant increase from the 2000 census which registered the Hispanic population at 35.3 million or 13% of the total U.S. population.

Nearly 20 percent of all college students between the ages of 18-24 are Latinos, making them the largest racial or ethnic minority group on college campuses. Nearly one in four public school students in the United States is Latino and that number is expected to rise to nearly 30 percent in the next decade.

With an annual purchasing power of $1.4 trillion, Hispanic Americans own more than 4,700,000 firms that support millions of jobs and contribute more than six hundred billion in revenue to the economy of the United States.

On July 27, 2020 consensus of Council was direction to recognize Hispanic Heritage Month locally. This recognition is in alignment with the Strategic Initiatives of this City Council which recognize and support the diverse cultural heritage of this community.

STAFF RECOMMENDATION:

By motion, approve the enclosed resolution.

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 20-

RESOLUTION RECOGNIZING HISPANIC HERITAGE MONTH

WHEREAS, traditionally since 1988, Hispanic Heritage Month has been recognized across the nation as from September 15 to October 15 each year; and

WHEREAS, the Bureau of the Census estimates the Hispanic population living in the continental United States at over 57,000,000, plus an additional 3,500,000 living in the Commonwealth of Puerto Rico, making Hispanic Americans almost 18 percent of the total population of the United States and the largest racial or ethnic minority group in the United States; and

WHEREAS, by 2060, the Latino population in the United States is projected to grow to 119,000,000, and the Latino population will comprise more than 28.6 percent of the total United States population; and

WHEREAS, the Latino population in the United States is currently the third largest worldwide, exceeding the size of the population in every Latin American and Caribbean country except Mexico and Brazil; and

WHEREAS, more than 1 in 4 public school students in the United States are Latino, and the ratio of Latino students is expected to rise to nearly 30 percent by 2027; and

WHEREAS, 19 percent of all college students between the ages of 18 and 24 are Latino, making Latinos the largest racial or ethnic minority group on college campuses in the United States, including 2-year community colleges and 4-year colleges and universities; and

WHEREAS, a record 12,700,000 Latinos voted in the 2016 Presidential election, representing a record 9.2 percent of the electorate in the United States; and

WHEREAS, the number of eligible Latino voters is expected to rise to 40,000,000 by 2030, accounting for 40 percent of the growth in the eligible electorate in the United States by 2032; and

WHEREAS, in 2016, the annual purchasing power of Hispanic Americans was an estimated $1,400,000,000,000, which is an amount greater than the economy of all except 17 countries in the world; and

WHEREAS, there are more than 4,700,000 Hispanic-owned firms in the United States, supporting millions of employees nationwide and contributing more than $600,000,000,000 in revenue to the economy of the United States; and

WHEREAS, Hispanic-owned businesses represent the fastest-growing segment of small businesses in the United States, with Latino-owned businesses growing at more than 15 times the national rate; and

WHEREAS, with 65.8 percent labor force participation, Latinos have the highest labor force participation rate of any racial or ethnic group, as compared to 62.9 percent labor force participation overall; and

WHEREAS, within the West St. Paul community, the Hispanic or Latino population has been growing from the 1990 census of 4.56% of the population, to 19.46% of the 2010 population, to a 2014-2018 American Community Survey estimate of 22.83% of the estimated 21,205 2019 Met Council population estimate.

NOW, THEREFORE, BE IT RESOLVED by the West St. Paul City Council that the month between September 15 and October 15, 2020 is hereby recognized as Hispanic Heritage Month within the City of West St. Paul

Adopted by the City Council of the City of West St. Paul, Minnesota, this 14th day of September 2020.

Attest:

David J. Napier, Mayor	Shirley R Buecksler, City Clerk

CITY OF
WEST ST. PAUL

PROCLAMATION HONORING
DIRECT SUPPORT PROFESSIONALS RECOGNITION WEEK
SEPTEMBER 13 – 19, 2020

WHEREAS, one in ten Minnesotans live with a disability; and

WHEREAS, Direct Support Professionals (DSPs) are the primary providers of community-based long-term support services for those tens of thousands of individuals with disabilities in Minnesota; and

WHEREAS, DSPs provide essential support to individuals with disabilities to stay connected to family, friends, coworkers, and the community, helping them to define and live a quality life; and

WHEREAS, DSPs provide a broad range of individualized supports, including meal preparation, medication assistance, personal care and life skills training, mobility, work and life enrichment opportunities, and other daily tasks; and

WHEREAS, DSPs support informed choices and person-centered practices that honor and respect the individuals with disabilities they serve; and

WHEREAS, During the COVID-19 outbreak, DSPs have played an instrumental role in ensuring safety and maintaining dedicated support and care for those they serve.

NOW, THEREFORE, BE IT RESOLVED, that I, Mayor David J. Napier, and members of the City Council of the City of West St. Paul do recognize and hereby proclaim the week of September 13 to 19, 2020 as

DIRECT SUPPORT PROFESSIONAL RECOGNITION WEEK

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of West St Paul, Minnesota, to be affixed on this 14th day of September 2020.

_____

David J. Napier, Mayor

City of West St. Paul
Open Council Work Session Minutes
June 22, 2020

1. Roll Call

Mayor Napier called the meeting to order at 5:01 p.m.

Present: Mayor Dave Napier
Councilmembers Wendy Berry, Lisa Eng-Sarne,
Anthony Fernandez, John Justen, Bob Pace (arrived at 5:03 p.m.)
and Dick Vitelli (arrived at 5:03 p.m.)

Absent: None

Also Present: City Manager Ryan Schroeder
City Attorney Kori Land
Police Chief Brian Sturgeon
Parks & Public Works Director/City Engineer Ross Beckwith
Assistant Parks & Recreation Director Dave Schletty
Community Development Director Jim Hartshorn
Finance Director Char Stark
City Clerk Shirley Buecksler

2. Review and Approve the OCWS Agenda

Motion was made by Councilmember Eng-Sarne and seconded by Councilmember Berry to approve the OCWS agenda, as presented.

All members presented voted aye. Motion carried.

3. Review the Regular Meeting Consent Agenda

Motion was made by Councilmember Vitelli and seconded by Councilmember Eng-Sarne to approve the Consent Agenda, as presented.

All members present voted aye. Motion carried.

4. Agenda Item(s)

A. License Fees for Those Affected by the COVID Shutdown

On March 25, 2020, Police Chief Sturgeon said Governor Walz issued Executive Order 20-20 directing Minnesotans to stay at home and limit activities outside of their home beyond essential needs. This order went into effect on March 26, 2020 and essentially shut down all non-essential businesses included restaurants and bars.

On June 1, 2020, through Executive Order modification, bars and restaurants could operate outdoor dining at a maximum capacity of 50 patrons. The City Council took action to expedite the approval process to implement outdoor dining spaces for those bars and restaurants that wished to operate under these circumstances.

On June 10, 2020, through Executive Order modifications, bars and restaurants could now operate at 50 percent capacity in their indoor seating areas.

Over the past couple of months, Staff has received several requests from On Sale Liquor License holders requesting some type of assistance in the form reduced liquor license fees due to the inability to operate.

The On Sale Liquor License fee is $7,500 and can be paid either annually or bi-annually. If a license holder pays bi-annually, there is a small additional service fee. Currently, there are 15 of these licenses issued. For a perspective on what a potential fee reduction could potentially look like, take for example, if you reduce the On Sale Liquor License fees by 50 percent for 2020, that would come to $56,250.00.

Staff has received an additional request from Clear Channel to reduce their lease agreement payment, due to loss of revenue. This request however, at face value, is quite different, as Clear Channel is a global company that continues to operate the electronic billboard at the Sports Center throughout the pandemic.

Even though there have not been any requests from other business license holders that have been shut down through Executive Orders, the following list of business licenses were affected:

- Pawnbroker – One license issued - $7,100.00
- Precious Metal Dealer – One license issued - $1,925.00
- Second Hand Dealer – Four licenses issued - $280.00
- Tobacco – Two licensees - $500.00
- Beer and Wine License – Two licenses issued - $2,000
- Massage Licenses – 10 licenses issues – $190.00 or $95.00

Mayor Napier said fees are directly related to costs associated with on-going Police concerns. If they weren't in business, he would like to see them get a credit for how many months they weren't in business, i.e., "credit by request."

Councilmember Pace agreed but not for Clear Channel. Any business forced to close, give them credit, but not have to submit a request.

Mayor Napier said we also need to consider 50% capacity.

Councilmember Justen said 50% capacity at two months. He wants to help those businesses but don't want to over-contribute. He also does not want to reduce all fees.

Councilmember Berry agreed with prorating but for all, and don't make them come and request.

Chief Sturgeon said with the CARES Act, there is a potential that we could recover costs associated with business license costs.

Councilmember Vitelli agreed and suggested that we wait, in case they have to close again in the fall. We don't want to do this more than once.

Councilmember Justen asked if we can prioritize in regards to the CARES Act. Can Staff attend to the idea of lost revenues? City Manager Schroeder said lost revenues don't qualify as much as business losses qualify. Waiting will allow us to word it properly.

Councilmember Eng-Sarne said it seems the consensus is that we want to do something but it is a matter of when.

Councilmember Fernandez agreed with doing it but questioned if we should wait.

Councilmember Vitelli said a letter could be sent to license holders letting them know what we're doing. Councilmember Fernandez said to equate in the letter, as well.

Councilmember Berry asked if we refund now versus prorating in 2021.

City Manager Schroeder if we provide business grants, it's CARES Act eligible.

Councilmember Pace agreed with Councilmember Vitelli to wait but reach out to license holders now.

Councilmember Justen asked about the CARES Act timeline. Police Chief Sturgeon said the next special session is in two to three weeks and it should get passed. He also said Staff will draft a letter to businesses.

Councilmember Vitelli said there needs to be two letters – one to Liquor License holders and one to restaurants. The other letter to Clear Channel and other folks.

City Manager Schroeder said the consensus he heard is to address Liquor License holders and wait on the others.

B. On-Sale Liquor License Limit

Police Chief Sturgeon said West St. Paul City Code 112.03 (H)(3)(h) states , "Not more than one license shall be directly or indirectly issued with the city to any one person."

Staff has been contacted by an On Sale Liquor License establishment that would like to sell their business to another individual who already holds a West St. Paul Liquor License. The potential purchaser would operate both establishments within the City of West St. Paul if the sale is conducted. Currently this is not allowed.

The current ordinance could also potentially hinder some companies from expanding into our community, as well. The operations of a restaurant are expensive and consolidation of chain restaurants is very common. In 2018 alone, Business Insider reported more than 700 food and beverage industry mergers and acquisitions took place. A company such as Darden Restaurants owns several different chains of restaurants and the company could only obtain one Liquor License from the City.

At the direction of Council, Staff could have in place at a Council meeting in July, revisions to the current ordinance that would either increase or eliminate the cap on Liquor Licenses one person may hold depending on direction given.

Councilmember Pace said he fails to see the reason for a limit and is in favor of it being unlimited.

Councilmember Justen asked if we know what historical means? He said he is happy with removing the limit. Police Chief Sturgeon said historical was referring to issues with a particular license holder.

Councilmembers Vitelli, Eng-Sarne and Berry agreed with having no limit.

C. Report from the Public Safety Committee

On June 8, 2020, City Manager Schroeder said the City Council directed the Public Safety Committee to review the Police Department's Use of Force policy. The Public Safety Committee met on June 16, 2020 to conduct that review and has brought it back to Council.

Councilmember Berry said this was a great start and good to ask those questions. She would recommend that we keep the conversation going at these meetings.

Councilmember Justen asked if we engage in the "bulletproof warrior" training? Police Chief Sturgeon said no, we stopped that six or seven years ago. Councilmember Justen asked about "reality based" training. Chief Sturgeon said, yes, quite often training and de-escalation training takes place.

Councilmember Fernandez said the Public Safety Committee is asking for direction from Council to keep this going forward and open it up further.

Councilmember Pace agreed with Councilmember Berry to keep this going. How do new Federal laws effect ours? Chief Sturgeon said the policy would need to be changed and that we use Lexipol. Policies are reviewed to reflect State and Federal guidelines.

Councilmember Eng-Sarne thanked the Committee for their thorough discussion. We talk about West St. Paul is different but the public make assumptions about the Police Department. We need to keep telling the story of how we are different. Councilmember Eng-Sarne asked about funding for a citizen oversight committee and how the conversation can happen with more people.

Councilmember Vitelli said we have a program with West St. Paul Officer Mettner, South St. Paul Officer Kruse and Dakota County Social Services.

Chief Sturgeon said things we can do is a Chief's roundtable discussion so the public can get to know him and his Department – education is huge. Also the Citizen's Academy and adding policies to the website. Feedback on policies could come back to the Public Safety Committee. Oversight committees are generally for larger departments, such as those with populations of 50,000 or more.

Mayor Napier agreed on education and commended our Police Department for how much education they provide. The newsletter is also important, as well as COPS in the Park. Those are the things that will build strong relationships. Mayor Napier added that he likes the roundtable. Keep Police Chief Sturgeon in the forefront as our team builder.

Councilmember Berry suggested more Facebook Live sessions with Chief Sturgeon.

Councilmember Justen said he is interested in targeting underserved areas. Chief Sturgeon commented that Laura Vaughan has Wednesday activities focused for the Hispanic population, which will continue again in 2021. He said he is willing to hear any other ideas.

Councilmember Fernandez said, in order to get better, the Council and Police Department need to keep getting stronger. West St. Paul's Police Department is on the cutting edge.

Councilmember Eng-Sarne said exposure by some children to the Police Department has caused mistrust. How do we address that? Mayor Napier said people need to put down their phone and look at what we have in our Police Department. We have a great Department. We need to focus on what's going on in our community.

Mayor Napier said when concerns come up, we should charge the Public Safety Committee to dig in deeper on the topic.

Councilmember Berry said we have to do it from the community's standpoint, not the Council's standpoint.

Chief Sturgeon said education is huge. There are daily verbal assaults. But you don't see on social media how we do things right. We've only fired our weapons twice in

the past 30 years. Being in the schools is huge. We have a great relationship with Moreland Elementary. We need to value what's working and what's not.

Councilmember Eng-Sarne said we need to make people understand, rather than assume. We need to look for creative ways on how people see Officers.

City Manager Schroeder said we can send this back to the Public Safety Committee, specifically on improving education to the community and the City Council and inclusion.

Councilmember Fernandez said it should be an organizational dialogue, data, an evolving document. Make decision-making more fluid.

D. Ice Arena Lease

On November 12, 2019, City Manager Schroeder said Staff introduced a proposal of expanding the Ice Arena to Council, included in the Council's packet, which had been requested by two of the major customers of the facility. At that meeting, we discussed preliminary cost estimates of $1.6 million for high school locker rooms and dry floor training facility space. Five members of Council were present and consensus from members in attendance was to continue to the next step of officially contacting our prospective project partners of Mendota Heights and ISD197. Initial discussions indicated funding might not be immediately available from these partners.

At the January 13, 2020 OCWS, a more refined project estimate and timeline were presented. The approach was suggested that funding partner participation would be fulfilled within the 2020-2022 timeframe with a project development cost of $2,330,000 to construct the shell space and to complete improvements including reconstruction of the parking lot. Tenant Improvements (TI's) and furniture, fixtures, and equipment (FFE) would be in addition to this project cost. It has been discussed that the major tenants of the individual spaces would address these TI/FFE costs. It was proposed that each of the School District, Mendota Heights, and West St Paul would contribute $580,000 toward this project.

Since that time, one of the major user groups, Sibley Area Youth Hockey Association (SAYHA), approached the City with an alternate proposal. That proposal includes leasing the entire facility to SAYHA for a term of 10 years and they (SAYHA) would, in turn, develop the site with expanded training space and locker rooms. The City Attorney developed a draft lease agreement (attached). Some highlights of the lease agreement include:

- SAYHA would assume total operation of the ice arena.
- SAYHA would assume all costs associated with running the facility.
- SAYHA would be invoiced for all costs associated with the City's two regular ice arena employees who would remain City employees assigned to SAYHA.

- SAYHA would develop and build, at their expense, the dry floor and locker improvements with approval of the City.
- SAYHA would allow existing renters to retain their normal ice usage, and allow for public usage (open skating and open hockey).
- City would only be responsible for future major maintenance/replacement of the parking lot, HVAC, Dehumidification, water heater and roof. We anticipate the roof may need replacement within the term of this lease. The parking lot would be proposed to be reconstructed within 12 months of completion of the dry floor and locker facilities. The parking lot is currently estimated at a $600,000 improvement. Over the past four years, the City has subsidized the Ice Arena operation just short of $100,000. In addition, the City has invested in capital improvements and levied for asset depreciation. Levy (or similar) contributions to the capital plant would continue (parking lot, roof, etc.). Operating cost subsidies would not be a responsibility of the City under the lease. Alternatively, the City would not benefit by any operating surpluses either.

The lease, as proposed here, has not yet been considered by the SAYHA. Staff is looking for Council direction on the proposal as noted above. If approved, the lease would last for 10 years, with the option for two additional 5-year terms.

Councilmember Vitelli said this is a great approach for the City and SAYHA. We would get nice improvements.

Councilmember Pace agreed and said this is a great move.

Councilmember Justen asked if there is any fiscal downside to consider?

City Manager Schroeder said we always rely on their performance and they rely on ours. But we are confident about the operating piece. We hope they receive operating success more than we have. We are confident we can make it work.

Councilmember Fernandez asked where they are at in terms of fundraising?

Assistant Parks & Recreation Director Schletty said pull tabs are open and people are anxious to gamble. There are other fundraisers, also.

Jason Booth of Sibley Area Youth Hockey Association said fundraising stopped until we had a plan. He thanked the Council and said we think this is what we are looking for.

E. Art Park Project Review

Schletty introduced the art park project. A subcommittee of the Parks and Recreation Advisory Committee began working on this project to bring public art to West St Paul in early 2019. The group wanted to come up with some sort of project for the "Art

Park" lot at Butler and Oakdale. Through multiple meetings, including a public meeting with residents in the park in July, the subcommittee narrowed in on the idea of small sculpture in the park. Knowing the City funds were scarce, Staff and committee members researched multiple grant opportunities and narrowed in on the Metropolitan Regional Arts Council (MRAC) Grant. The Grant application had very specific requirements that needed to be met including having an artist and project already selected, reaching underserved populations in the community and including the public in the process and creation of the project. Several local artists were interviewed and artist Lori Greene was chosen with her idea of a mosaic column sculpture. Mosaic art columns can take many forms. A few different ideas are included but, ultimately, the final design will be developed through the public process by residents. There will be three to five public meetings in which residents will receive education about the art project and provide input to help shape what form and look the project takes, partake in the design of the project, and help with the actual creation of the sculpture. The artist will do the final construction of the whole project and finally a public installation of the finish project will take place. Residents will be informed of the public meetings in numerous ways. All flyers will also be translated to Spanish to reach the Hispanic community. The original plan was to also hold at least one meeting with our older population at the Thompson Park Activity Center, although, due to the current pandemic, that may need to be modified. The pandemic has caused our whole schedule and timeline to be shifted. The hope is to kick off the project with the first public meeting this July and hold the finished installation in May or June 2021. It should also be noted that the $10,000 grant requires a $2,500 match, of which $500 has already been donated by the South Robert Street Business Association. Committee members plan to raise the remaining $2,000 through local business donations, but need to have time to begin this fundraising campaign. This project is intended to be a true first step of public art in West St. Paul. If successful, the Committee plans to research other opportunities, such as murals in the bike tunnel under Charlton and the future Robert Street tunnel, as well as other sculpture forms in other parks.

Councilmember Vitelli said he is concerned about vandalism.

Councilmember Fernandez said there is zero art in this community and we need this improvement.

Councilmember Justen said it seems odd to approve a grant. He feels the process seemed backwards and that something in the procedure broke down.

Councilmember Eng-Sarne said she has no concerns about it nor the order it was presented. She doesn't feel we need full oversight and approves.

Schletty said they hope to be back with something for public input by July or early August.

F. 1010 Dodd Temporary Alternative Use

At the January 13, 2020 OCWS, development of a community arboretum and gathering space was discussed for the vacant lot at 1010 Dodd. Schletty said this project of the Environmental Committee has been temporarily put on hold due to the COVID-19 crisis. Recently, the idea of a temporary gathering and picnic space on this lot has been suggested by Council. With a number of restaurants in the immediate vicinity and current limited indoor and outdoor seating, it would be a good alternate location for residents to gather and enjoy their meals.

Picnic tables could be temporarily placed in the now empty lot in a socially distanced layout, along with trash and recycling containers. Maintenance and trash removal would need to be temporarily assigned to either parks or streets maintenance staff. The Parks Department currently has five older picnic tables that were recently replaced with new and are still usable. Additionally, other tables could be temporarily moved from picnic shelters in other parks. Since this is a temporary use, tables would be placed in the grass and would need to be shifted from time to time to trim and mow the grass beneath. Since there is a long-term use identified, that may surrender some of the space to a future roadway realignment project, no permanent improvements, besides possibly some well-placed trees, should be made at this time.

Street parking is permitted on the both the Dodd and Smith sides of the vacant EDA owned lot, which could also be used for temporary placement of Food Trucks.

Councilmember Pace said he would like to move forward with this.

Councilmember Fernandez would like to add some more elements. Some flair, color and vibrancy. Planter boxes and flowers. Maybe stores would donate or adopt flower beds. Not permanent but they could look permanent.

Councilmember Justen said it is important to remember that this is the less safe intersection. Suggested some passive traffic calming or presence from the Police Department.

Councilmember Vitelli asked about the budget. Schletty said five picnic tables and other spare tables could be used from other closed shelters. He agreed with Councilmember Fernandez. And make it walkable.

Councilmember Eng-Sarne said the grass looks better now. The fence belongs to the neighbor. An artist lives nearby who could possibly work with the neighbor to beautify that fence. Councilmember Fernandez said the City owns the fence.

Councilmember Berry commented on trash cans and maintenance. Schletty said Parks Staff take care of them Monday and Friday. Public Works could mow. Parks & Rec could do the trash.

Councilmember Justen said the trash can needs to fit a pizza box.

Councilmember Pace agreed with Councilmember Fernandez. He suggested tasking the Environmental Committee to come up with some plantings.

Councilmember Fernandez asked if there is enthusiasm from the last concept drawing yet? Or should we wait and go full steam in the spring?

Schletty said the Environmental Committee is still interested and it is at the top of their list. We would also like to add some trees for shade, he said.

Councilmember Eng-Sarne said she is the Environmental Committee liaison. A very small subcommittee of two people and asking them to drive the outreach from garden centers is asking a lot.

Schletty said we will figure it out.

City Manager Schroeder reminded Council that this is EDA property. Someday a good portion of this land will be eaten up by roadway issues. This is just temporary for a quick community gathering space and to do something with it.

G. Food Truck Ordinance Amendment Discussion

The Police Department receives a few requests annually for food truck businesses to set up in West St. Paul on a temporary basis, usually in shopping center parking lots. The City currently has a "food vending" ordinance, but this ordinance provides very little regulatory authority to manage these operations. Example, we have no authority to grant or deny any food truck staying longer than 21 days. Currently, we have no authority that allows us to regulate their duration in one particular spot. The proposed food truck ordinance repeals and replaces the "food vending" ordinance we have today.

1. They would not need a Peddler's License. They would not need any other City license either – just proof of insurance, permission on public property, and follow performance standards. We can issue administrative citations if they violate the ordinance.
2. They are allowed in industrial zones in a parking lot (with permission) or on a public street adjacent thereto with permission of the abutting property owner.
3. They are allowed on residential property with permission as part of an event (wedding, graduation) or on a public street adjacent thereto with permission of the abutting property owner and it is not open to the general public.

Hartshorn said there is currently one food truck in the Menard's parking lot.

Councilmember Justen suggested removing the 300 feet requirement from food establishments. Breweries may have a foot truck come in, for instance.

Councilmember Berry said both sides of Robert Street are 300 feet apart and agreed with Councilmember Justen.

Councilmember Eng-Sarne asked if this should be sent to the Planning Commission for zoning? City Attorney Land said it's not a Planning Commission item.

Councilmember Pace agreed regarding the 300 foot requirement and recommended moving this forward.

Mayor Napier said the direction to Hartshorn is to move this forward.

Councilmember Justen said there are food trucks at MGM. Remove industrial.

The Open Council Work Session was recessed at 6:29 p.m. and resumed at 8:00 p.m.

In regards to the food trucks, City Attorney Land said she is hearing we don't want a zoning district, then we can remove that restriction so they can be anywhere in the city.

Council agreed.

H. Housing Improvement Area (HIA) Discussion

Hartshorn said that one of the City Council's new initiatives includes improvement of the City's Housing stock. One option to accomplish this goal could be the creation of a Housing Improvement Area (HIA). This is an area defined by the City where housing improvements in a condominium or townhome association are made through a low-interest loan from the City.

Staff was contacted by the President of "The West" apartment complex, 1450 Bidwell, asking for West St. Paul's consideration to create an HIA.

The property has some deferred maintenance items beyond the ability of the Housing Association to fund without third party involvement. Staff believes there are other associations that would move forward with improvements to their buildings if an HIA existed. If the Council would like to move forward, the association would need to petition its membership (65%) to move forward with an application to the City. The funds would come from a bond issued by the City, and the City would take on the role as the bank. Payments to associations would be in the form of a low-interest loan, and the City would perform the due diligence (for a small fee). The costs are paid through a special assessment on the property taxes. Staff met with representatives from the City of Oakdale and they provided information detailing their HIA program.

City Manager Schroeder added that this is about a $500K project.

Councilmember Berry asked about the 65% signatures, will those property owners see an increase in their association fees? Schroeder said each unit would get a special assessment but, part of what Oakdale does, is they take a look at their association dues to make sure that this doesn't happen again.

Mayor Napier said he likes it. Council agreed.

Councilmember Berry asked if they are limited, in that they cannot put in a pool? Hartshorn said he believes it is all exterior, and fixing the furnace, things like that.

Councilmember Berry asked if this is similar to the homeowner loans, in that it has to improve the property? Hartshorn said yes. Schroeder said it has to be HOA assets. For individual units, nothing in there unless it's an HOA item. Roofs, windows, decks, things like that.

Councilmember Justen commented that it's not for a bathroom remodel. Hartshorn agreed.

Mayor Napier said Staff has direction.

I. Consideration of 2021 and 2022 Council Salaries

City Manager Schroeder said on May 22, 2018, the Charter Commission met and recommended an increase in Council salaries for 2019 and 2020. This recommendation was adopted by the then sitting City Council on July 23, 2018. On February 26, 2020, the Charter Commission met and recommended increases in current Council and Mayoral salaries for 2021 and 2022. In front of Council, at this time, is consideration of that recommendation.

Under State law, a City Council can only adopt an increase in salary that takes effect after the next General Election. The Charter Commission is recommending consideration of the following:

Current Mayoral Salary:	$9,356
Proposed 2021:	$9,613
Proposed 2022:	$9,878

Current Council Salary:	$7,508
Proposed 2021:	$7,714
Proposed 2022:	$7,927

Councilmember Berry no; if we could take a little bit out of debt.

Councilmember Vitelli said the increase gets bigger each time we put it off. The Charter Commission agreed to it, so we should. He said it fell way behind in the past.

Councilmember Eng-Sarne questioned if the Charter Commission would have made this decision post-COVID.

Council agreed to move this forward to the July 13, 2020 Regular City Council meeting.

5. Adjourn

Councilmember Fernandez suggested that OCWS, Regular EDA and EDA Work Sessions be available by audio if not televised. Mayor Napier said they should be televised.

Council said they like being in the Council Chambers for the Open Council Work Session.

Councilmember Justen said he wants it recorded. If not televised, then web streamed.

Motion was made by Councilmember Berry and seconded by Councilmember Pace to adjourn the meeting at 8:13 p.m.

All members present voted aye. Motion carried.

David J. Napier
Mayor
City of West St. Paul

City of West St. Paul
Open Council Work Session Minutes
July 13, 2020

1. Roll Call

Mayor Napier called the meeting to order at 5:00 p.m.

Present: Mayor Dave Napier
Councilmembers Wendy Berry, Lisa Eng-Sarne,
Anthony Fernandez, John Justen, Bob Pace and Dick Vitelli

Absent: None

Also Present: City Manager Ryan Schroeder
City Attorney Kori Land
Police Chief Brian Sturgeon
Community Development Director Jim Hartshorn
Marketing & Communications Manager Dan Nowicki
City Clerk Shirley Buecksler

2. Review and Approve the OCWS Agenda

Motion was made by Councilmember Eng-Sarne and seconded by Councilmember Berry to approve the OCWS agenda, as presented.

All members presented voted aye. Motion carried.

3. Review the Regular Meeting Consent Agenda

Motion was made by Councilmember Vitelli and seconded by Councilmember Eng-Sarne to approve the Consent Agenda, as presented.

All members present voted aye. Motion carried.

4. Agenda Item(s)

A. Housing Plan/Maxfield Housing Market Study

Community Development Director Hartshorn said an initial review of the Housing Plan was held during an Open Council Work Session on May 13, 2019. After Council held a brief discussion with Staff, it was recommended that the plan be sent to the Planning Commission for review. The plan has since been updated to reflect the changes recommended by Planning Commission and City Council.

The Planning Commission reviewed the Housing Plan during two meetings due to the length of the document. During the second review by the Planning Commission on

July 16, 2019, it was voted 7-0 in favor of moving the forward to the City Council with some recommended changes added to the plan.

Most of the Planning Commission's recommendation were already in place, or have since been implemented to the proposed plan; see page 42 of the proposed Housing Plan. Page 27 shows the current Quality Housing Program that we still use today.

Hartshorn said West St. Paul is a first ring suburb. The plan has been edited and changed over the years, but housing is an important part of economic development. Demand is out-pacing supply in some categories and we don't have much vacancy.

Councilmember Justen asked which of the Planning Commission recommendations were not included? Hartshorn said they were all put into the plan.

Councilmember Berry asked how a house gets on the problem property list? Hartshorn said by multiple complaints, and if there is no cooperation by the owner, but we work with the homeowner.

Councilmember Berry asked how do we work with renters causing problems? Hartshorn said we work through the owner. We contact the owner who applied for the Rental License or the owner listed on Dakota County records.

Councilmember Fernandez asked if correspondence is sent to both the owner and the property address? Hartshorn said yes.

Councilmember Fernandez asked if there are any policy recommendations? One of the biggest would be the rental density ordinance, he said, and granny pods. How are we utilizing this plan? Will we put some teeth behind it? Hartshorn said single family blocks cannot be over ten percent (10%) rental but said we can look at it.

Councilmember Vitelli asked if Code Enforcement patrols? Hartshorn said they are proactive and said he speaks highly of our Code Enforcement Officers.

Councilmember Eng-Sarne asked if vegetable gardens are allowed in the front yard? Hartshorn said that's a good question. There are very few but are allowed in the backyard. Councilmember Eng-Sarne said she encourages gardens in any part of your yard. Mayor Napier said there is a way to do it with our current ordinance.

Mayor Napier thanked the Planning Commission for spending two meetings on this. The Council before us also worked hard to put this in place. Mayor Napier thanked Staff for their work on this.

B. Conversion Therapy Ban Request

On March 9, 2020, City Manager Schroeder said a citizen approached the City Council with a request for the City to consider a ban on reparative therapy, also known as

conversion therapy. Within a few weeks of this request, the Council began virtual meetings due to the COVID-19 pandemic and have not had the opportunity for a Council of the whole OCWS until very recently. Enclosed, please find a number of exhibits intended to provide Council some level of background of the issue.

According to the data we have compiled, 20 states and 72 cities across the country have banned conversion therapy for minor children in some fashion. Within Minnesota, the Cities of Duluth and Minneapolis adopted bans on December 16 and November 22, 2019, respectively. We are not aware of other Minnesota Cities having taken up the matter (although they may have). According to the League of Minnesota Cities and Metro Cities, there has been some legislative discussion on this topic, but legislative support for a statewide ban does not appear to be in the immediate future.

It is uncertain if conversion therapy has taken place in West St. Paul or what the impact of a ban would be within the community.

Councilmember Vitelli suggested moving forward with it and Council concurred.

City Attorney Land said this can be a resolution, ordinance, or a proclamation.

Councilmember Eng-Sarne proposed that it be written as an ordinance. Council agreed. Councilmember Berry added that Red Wing passed an ordinance recently.

C. Modification of Farm and Other Small Animal Ordinance

Police Chief Schroeder said there has been a dramatic increase in urban farming throughout the country including here in Minnesota and West St. Paul, which includes the keeping of chickens for egg production and tick management. Our current ordinance allows four chickens, no roosters.

There are many residential lots in town that are 40 feet wide by 100 feet long which would automatically prohibit the keeping of chickens pursuant to our ordinance.

West St Paul ordinance 90.08(D) states, "A chicken coop, dove cote, dog kennel facility (which is a facility designed to contain more than three dogs), rabbit warren or other yard or establishment where small animals or fowls are kept, must not be maintained closer than 100 feet from any apartment, hotel, restaurant, boarding house, retail food store, building used for school, religious, or hospital purposes, or residence other than occupied by the owner or occupant of the premises where the creatures are kept.".

Staff has been asked to bring this topic to Council to see if there is interest in a change to the ordinance to allow the keeping of chickens in areas that are not able to maintain the 100 foot requirement from a residence or other structure. Some options include:

- Reducing the 100 foot requirement
- Eliminating the 100 foot requirement
- Implement an exception to the 100 foot requirement with written or verbal permission from the neighboring property or properties

Councilmember Vitelli said he is not in favor of amending the ordinance.

Councilmember Berry said the third option is more favorable.

Councilmember Justen said, in his neighborhood, no one could have them. He is okay with eliminating the 100 foot requirement but prefers the third option of working together.

Councilmember Fernandez asked what happens if someone moves? Attorney Land said they need 100% neighbor consent from any touching properties. The buyer would have to find out who has chickens. Councilmember Fernandez said the owner will have to disclose that they have an agreement.

Chief Sturgeon said if you have more than four chickens, they would need to apply for a Special Animal Permit. Attorney Land said we could write in a permit process to come before Council.

Councilmember Justen said he doesn't like verbal permission and said it must be written. We could create a simple form.

Councilmember Berry asked about chicken noise. Chief Sturgeon said that hens are not loud.

Mayor Napier said the biggest problem is the smell, which is why the setback helps. Chief Sturgeon said the ordinance has information to address this issue.

Councilmember Eng-Sarne supports a form and talking with your neighbors.

Mayor Napier encouraged people to raise chickens.

D. Social Media Policy

In early 2014, Marking & Communications Manager Nowicki said the City of West St. Paul began using social media to stay connected with the public in a digital age. Currently, the City, including the Police Department, has a total of five social media accounts managed by Staff and overseen by the Marketing & Communications Manager. Over the last 6+ years, social media has become one of the most important tools the City and the Police Department has at its disposal. Social media is integral in keeping our community informed on issues, connected to Staff and leaders, and safe during emergencies. It is more important now than ever before.

In recent years, government entities at all levels have become a mainstay on social media. This has brought up many legal questions on what is public information and what platforms constitute official government ownership and business. With recent court cases reaching as high as the White House and federal appeals courts, Staff considers it important to update the City's social media policy to reflect the City of West St. Paul's vision, ethics, and in accordance with constitutional law and precedence from recent landmark cases.

Staff drafted a Social Media Policy with the help of the City's legal counsel to better define the ownership and responsibility of the City, its employees and agents, and to state clearly the processes involved in the City's use of social media.

Nowicki said that social media is not used for any official City business. He also said that this policy does not apply to personal social media accounts.

Councilmember Berry told Dan Nowicki that he does a great job with the City's social media accounts. Councilmember Vitelli echoed this.

City Attorney Land said a general rule is, anything the City puts out is governed by the City. The City is in control of that data. Councilmembers may be putting out information and receiving feedback, and you are required to monitor your own social media accounts. She suggested that they read this policy and interpret it as if it applies to you personally, although it doesn't. Attorney Land also said that you can have parameters which are content neutral but you cannot ban someone. You may get complaints when regulating someone else's free speech.

Councilmember Justen asked if four members of Council post on a social media account, is that considered a quorum? Attorney Land said she would counsel them not to have four members of Council responding.

Mayor Napier thanked Dan Nowicki for all he has done and for communicating with our residents during our two State of Emergencies. Mayor Napier said Dan Nowicki has brought marketing from zero to where it is today and thanked him for that.

Councilmember Justen thanked City Manager Schroeder and Police Chief Sturgeon for their social media posts that have kept people at ease. Chief Sturgeon said we work very well with Dan Nowicki.
Councilmember Eng-Sarne said she knows how hard Nowicki's job is and that people forget there is a human being behind it. Thank you, Dan.

Mayor Napier said this is a very important document for us to have and should be brought forward to a Regular Council meeting.

E. OCWS Backlog Items

Having not had an OCWS meeting from March until June 22, 2020, City Manager Schroeder said Council has had a number of backlog items in queue. On June 22, nine of these were addressed.

On July 27, Schroeder said the intent is to discuss:

- Business and Liquor License Grants (post Legislative Special Session)
- Pedestrian Plan Progress; Sidewalk and Trail Gap Funding and Schedule
- Townhome Assessment Formula (from late 2019)
- Recognition/Day Designations

In August, we are anticipating addressing:

- 2021/22 Budget
- 2021-2030 CIP
- Fee Schedule on Inflow & Infiltration, Right-of-Way, Storm Sewer
- IT/BCA Related Policy Amendments
- Rank Choice Voting

It should be noted that issues of immediate import do arise from time to time. As this occurs, Schroeder said the above schedule could change.

Councilmember Fernandez said he is wondering where we are with the pedestrian plan, sidewalk, and Gap funding. What is Staff doing or what opportunities are there regarding Gap funding? Schroeder said the second and third items, sidewalk and Gap funding, are listed here. Council directed that a new element in the Capital Improvement Plan be created (sidewalk and trails). The draft in August will include that. We have a $500k/year allocation towards trails and sidewalks. Schroeder said the Public Safety Committee discussed the Gap portion a bit.

Councilmember Justen said he has had contact regarding mask requirements and citizens would like it discussed. Schroeder said we hear it may be imminent but we will put it on July 27.

Mayor Napier said this list could be reprioritized.

Councilmember Fernandez said it would be nice to see raw, actual costs of certain things. What will the actual cost be? Who will be an actual partner on it with us? Schroeder said Emerson is a perfect example with a lot of issues.

Councilmember Fernandez said Met Council may appreciate more information.

5. Adjourn

Motion was made by Councilmember Justen and seconded by Councilmember Berry to adjourn the meeting at 6:01 p.m.

All members present voted aye. Motion carried.

David J. Napier
Mayor
City of West St. Paul

City of West St. Paul
City Council Meeting Minutes
July 13, 2020

1. Call to Order

Mayor Napier called the meeting to order at 6:30 p.m.

2. Roll Call

Present:	Mayor Dave Napier Councilmembers Wendy Berry, Lisa Eng-Sarne, Anthony Fernandez, John Justen, Bob Pace and Dick Vitelli
Absent:	None
Others Present:	City Manager Ryan Schroeder City Attorney Kori Land Police Chief Brian Sturgeon Finance Director Char Stark Parks & Public Works Director/City Engineer Ross Beckwith City Clerk Shirley Buecksler

Mayor Napier welcomed Candidates Kimetha Johnson, Julie Eastman and Robyn Gulley.

3. Pledge of Allegiance

4. Adopt the Agenda

Motion was made by Councilmember Eng-Sarne and seconded by Councilmember Justen to adopt the agenda, as presented.

Vote: 6 ayes / 0 nays. Motion carried.

5. OCWS Briefing

An Open Council Work Session was held prior to the City Council Meeting to discuss:

A. Housing Plan / Maxfield Housing Market Study
B. Conversion Therapy Ban Request
C. Modification of Farm and Other Small Animal Ordinance
D. Social Media Policy
E. OCWS Backlog Items

6. Citizen Comments – In Person

- Burt Johnson, Attorney for the Carpenter's Union, regarding prevailing wage and subsidies for Dominium
- Lucas Franco, Research Manager for the Laborer's Union, regarding Dominium's request for another subsidy

- Arturo Fernandez, 326 West George Street, regarding an experience he had working with Dominium in Spring Lake Park
- Sally Spreeman, Ward 2, wanting to ensure the development is done right the first time and the concern for privacy and security
- Kimetha Johnson, Ward 1 renter at 2045 Christensen Avenue, regarding her experience living in a Dominium complex in Brooklyn Park

7. Citizen Comments – Phone Line

- Joan Hutter, Ward 1, regarding the benefits of raising chickens; the wearing of masks; and questions on Dominium and TIF
- Mark Rainey, Ward, 2, thanked Councilmember Eng-Sarne for a great event on Saturday, that there is year-round use for the hockey rink at Harmon Park, and that the City should sponsor an event like this one every month
- Sarah, 187 Haskell Street East, with support for affordable housing but not increasing the amount of TIF
- Kristin, 1062 Delaware Avenue, Ward 3, regarding Dominium and TIF
- Lauren Hazenson, 239 Stassen Drive, Ward 1, regarding Dominium and TIF
- Laura Zanmiller, Ward 1, regarding Dominium and TIF and the Signal Hills development site
- Nick Andersen, Vice President and Project Planner for Dominium Apartments, responded to resident concerns regarding inflated construction costs, TIF and that the project feels rushed to some residents

8. Council Comments

Councilmember Berry said it is great to see everyone here and to have Town Square Television televising the OCWS, as well.

Councilmember Pace echoed what Councilmember Berry said about OCWS being televised and asked if the EDA meetings will also be televised, which Council learned that they will be.

Councilmember Eng-Sarne suggested that the small animal ordinance include ducks.

Councilmember Eng-Sarne said the Skate Against Hate event on July 11 was a worldwide event. $2,000 was raised for Mother's Love, and Residents of Color Collective also assisted. She appreciates the idea of making it a monthly event. People from all over the metro were here and were complimentary of Harmon Park.

Councilmember Justen thanked Staff and Town Square Television for the call-in feature for citizen participation, as well as recording and live streaming the OCWS.

Councilmember Vitelli responded to Joan Hutter's comment and said he loves chicken and eggs but is looking out for neighbors with small lots.

Mayor Napier said the Splash Pad is open and successful. He supports increasing the hours and said we want to capitalize on providing some fun with what's left of the warm weather.

In regards to the Splash Pad hours, Councilmember Pace agreed to longer hours and on weekends. Councilmember Justen questioned the rationale for the current hours and said one person wanted weekday hours expanded. Councilmember Berry is in favor of extra weekend hours.

9. Consent Agenda

Motion was made by Councilmember Vitelli and seconded by Councilmember Berry to approve the following items on the Consent Agenda, as presented:

A. Minutes of June 22, 2020 Regular Council Meeting
B. List of Claims in the Amount of $1,161,527.44
C. Resolution No. 20-059 Concurring with the Issuance of an Application to Conduct Off-Site Gambling, Minnesota Charity Events, on September 18-20, 2020
D. Rental Licensing, Including:
- 217 Bernard Street West (Duplex – Renewal)
- 159 Mendota Road West (Single Family – New)

E. Resolution No. 20-060 Appointing Additional Election Judges for the August 11, 2020 Primary and November 3, 2020 General Election
F. Resolution No. 20-061 Adopting Reassessment of 110 Wentworth Avenue West for Wentworth Avenue Reconstruction Project 17-7
G. Mid-Year 2020 Council Initiatives Update
H. Assigning Public Safety Committee Study of Smith Dodd Area Concerns

Vote: 6 ayes / 0 nays. Motion carried.

10. Public Hearings

A. Final Assessment Hearing for 2019-2020 Robert Street Sidewalk Snow Removal

City Manager Schroeder presented and answered questions for the Council.

Mayor Napier opened the Public Hearing at 7:20 p.m.

Seeing no one wishing to speak, Mayor Napier closed the Public Hearing at 7:20 p.m.

Motion was made by Councilmember Vitelli and seconded by Councilmember Berry to adopt the final assessment roll for 2019-2020 Robert Street Sidewalk Cleaning.

Vote: 6 ayes / 0 nays. Motion carried.

11. New Business

A. First Reading of Ordinance – Modification to Tobacco Ordinance

Police Chief Sturgeon introduced the following proposed ordinance for its first reading:

"An Ordinance Amending Section 113 of the West St. Paul City Code Prohibiting Sales of Tobacco to Anyone Under the Age of 21"

Motion was made by Councilmember Vitelli and seconded by Councilmember Pace to approve the first reading, with licensing violations increased and incorporated into the final reading, and call for a second reading of the ordinance to be held at a Public Hearing at the City Council meeting on July 27, 2020.

Vote: 6 ayes / 0 nays. Motion carried.

B. First Reading of Ordinance Amending Mayor and Council Salaries for 2021 and 2022

City Manager Schroeder introduced the following proposed ordinance for its first reading:

"An Ordinance Amending West St. Paul City Charter Section 2.07 Subd. 1 and City Code Section 30.04 Regarding Mayor and Council Salaries"

Motion was made by Councilmember Vitelli and seconded by Councilmember Justen to approve the first reading and call for a second reading of the ordinance to be held at a Public Hearing at the City Council meeting on July 27, 2020.

Vote: 7 ayes / 0 nays. Motion carried.

C. First Reading of Ordinance Approving the Sale of Property to Hy-Vee, Inc. for Redevelopment Purposes and Approving the Lot Split for PID 42-11560-01-020

City Attorney Land introduced the following proposed ordinance for its first reading:

"An Ordinance Approving the Sale of Property Located Within the City of West St. Paul, Minnesota, to Hy-Vee, Inc. and Approving Lot Split for PID: 42-11560-01-020"

Motion was made by Councilmember Pace and seconded by Councilmember Justen to approve the first reading and call for a second reading of the ordinance to be held at a Public Hearing at the City Council meeting on July 27, 2020.

Vote: 6 ayes / 0 nays. Motion carried.

D. First Reading of Ordinance Approving the Sale of Property to the County of Dakota for the River to River Project

City Attorney Land introduced the following proposed ordinance for its first reading:

"An Ordinance Approving the Sale of Property Located Within the City of West St. Paul, Minnesota, to the County of Dakota"

Motion was made by Councilmember Justen and seconded by Councilmember Eng-Sarne to approve the first reading and call for a second reading of the ordinance to be held at a Public Hearing at the City Council meeting on July 27, 2020.

Vote: 6 ayes / 0 nays. Motion carried.

12. Old Business

There was no old business to discuss.

10. Adjourn

Motion was made by Councilmember Berry and seconded by Councilmember Vitelli to adjourn the meeting at 7:37 p.m.

Vote: 6 ayes / 0 nays. Meeting adjourned.

David J. Napier
Mayor
City of West St. Paul

City of West St. Paul
Open Council Work Session Minutes
July 27, 2020

1. Call to Order

Mayor Napier called the meeting to order at 5:30 p.m.

2. Roll Call

Present: Mayor Dave Napier
Councilmembers Wendy Berry, Lisa Eng-Sarne,
Anthony Fernandez (arrived at 5:32 p.m.), John Justen,
Bob Pace and Dick Vitelli

Absent: None

Also Present: City Manager Ryan Schroeder
City Attorney Kori Land
Police Chief Brian Sturgeon
Parks & Public Works Director/City Engineer Ross Beckwith
Finance Director Char Stark
City Clerk Shirley Buecksler

3. Review and Approve the OCWS Agenda

Motion was made by Councilmember Vitelli and seconded by Councilmember Justen to approve the OCWS agenda, as presented.

Vote: 6 ayes / 0 nays. Motion carried.

4. Review the Regular Meeting Consent Agenda

Motion was made by Councilmember Vitelli and seconded by Councilmember Justen to approve the Consent Agenda, as presented.

Vote: 6 ayes / 0 nays. Motion carried.

5. Agenda Item(s)

A. CARES Act Funding and Expenditure Allocation Plan

In order for West St. Paul to appropriately allocate $1,586,138 in CARES Act funding, and any accrued interest, City Manager Schroeder said City Staff has consulted with or attended meetings with the City Attorney, the City's Auditor, senior representatives of the League of Minnesota Cities, Metro Cities, representatives of Congressperson Craig's office, and City Managers/Administrators of area Cities and Dakota County.

Background:

Timeline of Emergency Declarations and related actions:

- First communication on pandemic from the Mayor to the public March 12, 2020
- First communication on pandemic from City Manager to the Staff March 12, 2020
- First Interagency COVID Management Meeting March 12, 2020
- Governor Walz declares Peacetime Emergency March 13, 2020
- West St. Paul City Council declares Pandemic State of Emergency March 20, 2020
- City begins teleworking/offices close end of day March 27, 2020

Guidance from Minnesota Office of Management and Budget (MMB):
On July 1, 2020, the MMB provided guidance during a LMC Webinar. City Staff interpretation of this guidance follows:

- Document why in the opinion of the Chief Executive (City Manager) the expenditure is necessary as a COVID expense and how the determination was made
- Receive City Council approval even if City Manager is authorized
- Work with the City Auditor in preparation for the Single Audit
- Realize that Federal Guidance can change through this period
- On Public Safety expenses, no specific guidance received other than "work with auditor" and "the state is also working on Corrections interpretation"
- Expenditure Eligibility is for those expenses that have occurred or will occur between March 1 and November 15, 2020
- Can transfer funds to other governments such as South Metro Fire and need to verify that any sub-grantees also comply with 601(d)

The initial and largest question is whether Public Safety payroll and other expenditures are acceptable and appropriate expenditure allocations under the Act.

Both LeVander, Gillen & Miller, P.A., our legal counsel, and Abdo, Eick and Meyers, the firm which will conduct a Single Audit for the expenditure of federal funds, support that police/public safety expenditures are an appropriate allocation for payroll and benefit costs.

City Staff Conclusions:

- That published Federal guidance clearly states that police payroll and payroll for similar employees who are substantially dedicated to COVID response and mitigation are eligible expenditures. This clear reading of the guidance is also confirmed twice by the office of our U.S. Congressperson, our legal counsel, and our audit firm.

  On the same topic, we reviewed the common language to ascertain the "reasonable person" approach outside of legislative intent. City Staff intent is to ascertain the meaning of "substantially dedicated" within language and interpretation. It appears that the word "substantial" could not have been

intended to mean anything other than which we conclude to mean "more than minimally."

- That a determination by the responsible government officials are to be broadly, not narrowly, construed as it relates to expenditures related to response to the Public Health Emergency. It is adjudged, herein, that Government Officials would reasonably be defined as the City Manager in a Home Rule City Charter City Manager system. However, under a belt and suspenders theory, the decisions of the City Manager on allocated expenditures will be reviewed and affirmed by the policy board (City Council) which is the local body, which has declared the Public Health Emergency, which continues in effect.
- The determination that allocation of expenses in response to or mitigation of effects of the COVID-19 Public Health Emergency are appropriately both direct and indirect. Further, that any expense associated with the COVID-19 Public Health Emergency that resulted in a business interruption is an appropriate allocation. Finally, that payroll expenses for public safety employees are appropriately allocated so long as COVID-19 Public Health Emergency responses or mitigation impacts are more than minimal. It follows that "broadly construed" as denoted within the Federal guidance would necessarily include employees for which public safety employees rely upon for administrative support both inside and outside of the police department or South Metro Fire.
- The determination that an expense that is substantially different from the intended expense, if related to the COVID-19 Public Health Emergency would be appropriate to allocate to the CARES ACT allocation.

<u>Conclusion From LeVander Memorandum</u>:
Within guidance received on the CARES Act expenditures from the MMB, the LeVander law firm and published Treasury and other articles phrases such as "substantially dedicated" appear consistently. In viewing definitions of "substantially," and especially in viewing antonyms of the word, it is apparent that the guidance does not interpret the word "substantially" to mean a significant amount. In fact, it is apparent that the reference is something more than "minimally" and something less than totally. In fact, Webster defines the word to mean "somewhat." Therefore, it is apparent that if the government officials responsible for spending decisions regarding CARES funding can identify that the expense incurred beyond a minimal amount due to COVID-19, it must be an expense eligible for CARES funding. Further, as a matter of Administrative Convenience, the government may presume that public safety payroll costs are "substantially dedicated" to the responding to or mitigating the COVID-19 Public Health Emergency.

<u>Similar Employees Substantially Dedicated</u>:
It follows that City Staff related to public safety response or support of public safety response or pandemic response could reasonably be presumed "as a matter of administrative convenience" to also be an eligible payroll expense, so long as their time has been dedicated toward responding to or mitigating the COVID-19 Public Health Emergency. Regardless, each of the following positions and their job duties

have been substantially impacted in that the job duties and tasks contemplated within the 2020 budget have been significantly altered from what was intended at adoption of the 2020 budget. In addition to the following list of Staff having duties substantially impacted are additional staff that "may be" substantially impacted but for whom level of impacts beyond "minimal" levels is not as clear. Included would be:

1. City Manager
   - Response Coordination
   - Assisting the Policy Board (City Council) in response
   - Communication/messaging to the public
   - Collaboration with other agencies throughout the County
   - Responding to Citizen concerns
   - Coordinating COVID-19 response team meetings
   - Managing CARES Funding including creation of small business grants
2. Human Resources Director
   - Participating with response team meetings
   - Managing organization wide employee safety
   - Working with employees on quarantine and contamination issues
   - Recruitment of employees with job duties related to COVID-19
   - Working with departments on reassigning employees
3. Finance Director
   - Participating with response team meetings
   - Managing the accounting for COVID-19 expenses
   - Managing Telework assets
   - Management of the accounting and administration of Small Business Grants
4. Communications Manager
   - Participating with response team meetings
   - Coordinating/writing messaging to the public on COVID-19 impacts and response
   - Working with IT on employee teleworking and Policy Board (Council) virtual meeting technology and meeting management and support
   - Assisting with and communicating small business grants and communicating waiver of code requirements for small businesses in response to Governor's COVID closures and partial openings
5. Chief Building Official
   - Participating with response team meetings
   - Charged with sanitizing general government portion of the building and management of asset/infrastructure improvements to public facilities
6. Assistant Parks Director
   - Participating with response team meetings
   - Mitigating to and responding to the need for recreational facilities closures, re-openings and sanitizing including park playgrounds, basketball courts, playfields, ice arena, splash pad, outdoor pool, sports dome
7. IT Manager
   - Participating with subject specific response team meetings

- Charged with ensuring employee teleworking technology works
- Purchasing of IT technology in response to pandemic
- Lead on Policy Board (Council) virtual meeting creation and technology

8. City Clerk
   - Participating with response team meetings
   - Managing Elections impacted by the Public Health Emergency including acquisition of personal protection equipment (PPE) and coordinating with the County on absentee balloting due to the Public Health Emergency
9. Public Works/Parks Director
   - Participating with response team meetings
   - Supervising the Public Health Emergency actions of the Assistant Park Director

<u>Expenditure Line Items</u>
Upon the above, our conclusion is the following are eligible CARES ACT expenditures:

1. Police Department payroll (wage and benefit) March 1 through November 15
2. South Metro Fire COVID-19 medical calls March 1 through November 15
3. Staff for departments outside Public Safety as per above
4. Seasonal and apportioned full time employees hired specifically for cleaning/sanitizing public facilities
5. Other employee wages when assigned specifically to respond to or mitigate impacts to the pandemic
6. Computer equipment purchased in order to facilitate teleworking and/or virtual meetings
7. Local cost share (25%) of FEMA grants received for the COVID-19 pandemic
8. Emergency sick leave, quarantines and FMLA leaves, medical leaves
9. PPE and sanitizing expense across the organization
10. Business grants in accordance with the Social Security Act 601(d)
11. Any other reasonably necessary expenditure that meets the criterion of 601(d) of the Social Security Act

<u>Ineligible expenses would include the following</u>:
- Anything covered by insurance
- Payroll expense for those not substantially dedicated to mitigating or responding to COVID
- Anything reimbursed by any other federal program
- Workforce bonuses other than hazard pay or overtime
- Reimbursement to donors
- Severance pay

<u>Allocation Approach</u>
- Upon guidance from the City's audit firm, it is intended that the City would first allocate Police Department payroll expenditures against CARES ACT funding

- Upon approval of the City Council, the City would create a Business Grant Program or provide funding to a Dakota County Community Development Agency (CDA) Business Grant Program to assist West St. Paul businesses with CARES ACT eligible expenses directly attributable to or in response to COVID-19
- As per the above, the City would allocate direct expenditures for PPE, sanitizing, teleworking/computer/server/telephone COVID-19 related expenditures
- To the extent funding would be available, the City would allocate Staff expense for those positions identified above, to the extent that these positions have been substantially dedicated to COVID-19 response or mitigation
- South Metro Fire is an eligible sub-grantee with direct COVID-19 expenditure which may be allocated

Approval Approach

1. Council approval of the Expenditure Plan
2. Council approval of the Small Business Grant Program and/or approach
3. Future Council approval of CARES ACT allocations
4. If Business Grant Program is approved, future Council approval of Individual Business Grants
5. Upon approval of the Federal Single Audit (spring/summer 2021), re-allocation of any residual revenue per adopted fund balance policy

Following is a compendium of Police Department direct and indirect impacts of the public health emergency and related impacts.

Year to date activity for 2020 compared to the same period from 2019 reveals:

- Crashes are down significantly (probably due to stay at home orders)
- Community policing activities down significantly (due to COVID)
- Mental Health calls up (Mental Health calls can be labeled Mental Health or are in other categories where mental health is the underlying contributor to the reason for Police response)
- Domestics / disturbances are up slightly
- Fireworks complaints up significantly (increases are up nationally)
- Order for Protection and Domestic Abuse No Contact Order violations are up significantly
- Ordinance violations are down dramatically due to lower number of Snow Emergencies the first part of the year
- Traffic stops are down significantly (due to COVID, Officers do not want to make unnecessary contact. This is nationally, as well.)

2019 versus 2018, larcenies were up 84 percent. This year, we are seeing it remaining steady. The increase in larcenies are attributed to the increase of people being caught stealing when using the self-checkouts at Wal-Mart and Target, which were put in place at the end of 2018 and beginning of 2019. They have 10 items and only ring up two.

Not all community outreach has ended. We have done some virtual meetings, outreach, etc. We will be having a virtual Safety Camp and in person youth activities with limited numbers of youth participating this summer. We are making great progress in the planning of a diversity outreach/recruitment effort next spring. This outreach effort is in partnership with the FBI/Department of Justice (DOJ) and the two of us are taking the lead in the organization of this event. Participants will not only include the DOJ and our Department but many other local, state, and federal law enforcement agencies, as well as private and public organizations. The event is called "Be the change you want to see…Pursue a career in Public Safety." The focus will be recruitment of more diversity in the Criminal Justice field and will not only be a career fair, but there will be several speakers and other activities. The event is April 10, 2020 at the University of Minnesota. This will be the second such event in the country.

The COVID-19 pandemic has caused several issues with moving forward with the Departmental Work Plan. However, progress has been made on the following:

- Additional data and information placed on website. Regular meetings and planning being done with the Social Media Committee.
- Several stories have been produced in conjunction with Town Square TV and West St. Paul Reader to promote activities within the Police Department.
- Body camera implementation completed with a community meeting via Facebook Live scheduled for next week.
- Informal discussions taking place reference web design/content. Issues exist with locating time availability.
- Review of Mission Statement taking place through our Policy Committee.
- Citizen Academy has been cancelled due to COVID.
- Every other week, communications are being sent out to the Department. Many times, this has occurred weekly. During the riots, looting, and emergency scheduling, daily updates were provided.
- All data requests being processed in a timely fashion.
- Initial IT meeting was conducted to address IT deficiencies in the Police Department.
- Rehab project in the Department is near completion.
- Had some discussion so far with Human Resources regarding training deficits and addressed them via line item additions in the 2021 budget request.
- Temporarily reconfigured Supervisory Staff to include an Administrative Sergeant position to enhance career development. Working with Human Resources to get this completed.
- Developed committees to provide employee feedback and involvement in the operations. This includes Social Media and Web Content, Community Events and Engagement, IT, Recruitment, Policy and, lastly, Facilities, Equipment and Maintenance.
- It has been suggested that recent nationwide rioting was influenced in part by economic and social impacts from the pandemic, in addition to the larger influencers associated with the unrest that was demonstrated.

- The Police Department has assisted South Metro Fire with COVID responses somewhat.
- Recruitment has ceased for the most part.

Councilmember Berry asked if there is any concern about double-dipping. Schroeder said anything that we have applied for with FEMA, we can match.

Councilmember Eng-Sarne commented regarding the uptick in mental health calls and asked if it will be impossible to deal with calls in any way? Police Chief Sturgeon said no, that calls have been up but he doesn't see any additional need. Their partners have scaled back on in-person valuation and resources to these individuals. Dealing with them on a case by case basis.

Mayor Napier thanked City Manager Schroeder, City Attorney Land and Staff for all their work.

a. **Creation of a CARES Act Small Business Grant Program**

Schroeder said Governor Walz announced on Thursday, June 25, that $841.4 million from the State's share of Federal CARES Act funds would be distributed to local governments that have eligible costs related to the COVID-19 pandemic. In order to qualify for funding, local governments must submit a certification form by September 15, 2020. The City of West St. Paul submitted the required certification on June 30, 2020. We anticipate that the $1,586,138 allocated toward West St. Paul will be received on or about July 31, 2020.

In summary, the City may allocate this revenue as follows:

1. Costs incurred due to the Public Health Emergency were not accounted for in the 2020 budget and were incurred between March 1 and November 15.
2. Expenditures for actions taken to respond to the Public Health Emergency. This may include expenditures incurred directly, such as addressing medical or public health needs or to respond to second order effects such as providing economic support to those suffering from employment or business interruption due to COVID related ordered closures. Fund payments must be necessary in the judgement of government officials responsible for spending the funds.
3. The Act requires payments be used only to cover costs that were not accounted for in the budget. The cost must be for a substantially different use than expected.
4. Examples of eligible expense:
    - Emergency medical response related to COVID
    - Expenses for communication and enforcement of COVID orders
    - Expenses for PPE and sanitizing expense for Police Officers
    - Expenses for disinfection of public areas and facilities
    - Expenses for public safety measures in response to COVID
    - Quarantine expenses

- Payroll expense for Public Safety employees whose services are substantially dedicated to mitigating or responding to the Public Health Emergency
- Expenses to improve teleworking capabilities
- Expenses of providing medical leaves due to COVID
- Expenses related to provision of small business grants directly due to business closures
- Any other reasonably necessary expenditure that meets the criterion 601(d) (expenditures are necessary, the cost is substantially different from expected use of funds or was not allocated within the most current budget, and expenditures were incurred between March 1 and November 15)

5. Ineligible expenses include:
    - Anything covered by insurance
    - Payroll expense for those not substantially dedicated to mitigating or responding to COVID
    - Anything reimbursed by any other federal program
    - Workforce bonuses other than hazard pay or overtime
    - Reimbursement to donors
    - Severance pay

Any City that expends more than $750,000 of federal funds in its fiscal year is required to have a single audit. Such being the case, we have conferred with both the City Attorney and our audit firm to confirm our understanding of eligible expenditures under the Act. Any funds from the allocation not incurred by the City by November 15, 2020 must be returned to the County.

Council will note that among eligible CARES ACT expenditures are Small Business Grants. The guidance received regarding small business grants is as follows:

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a "small business," and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The City Council has been proactive in addressing Pandemic response. On March 20, 2020, the City Council affirmed the March 17 Mayoral action of declaring a pandemic State of Emergency. This declaration has continued in effect since. On May 26, the City Council adopted a resolution granting temporary waivers from City Code to

promote businesses activities in response to State mandated business closures. On June 22, the Council granted consensus direction to Staff to bring a business grant program for municipally licensed businesses suffering from pandemic related closures. Three days after this direction, the Governor allocated CARES funding toward local governments. Proposed is that Council adopt a Business Grant Program that qualifies for CARES ACT funding.

It should be noted that the program proposed herein is not the first such program from which West St. Paul businesses have or could receive funding, as there have been various Federal and State programs related, at least in part, to the pandemic. Recently, the Small Business Administration released data that includes a significant list of West St. Paul area businesses having received convertible loans from the Payroll Protection Program. Also, the Minnesota Department of Employment and Economic Development (DEED) had a $60 million pool for business grants with applications which closed on July 2, with awards by late July and public notification of who received grant awards by the end of August. The Dakota County Community Development Authority (CDA) is also providing a countywide program with $10 million in allocations. Both of these latter two programs are lottery style programs. It is intended that the West St. Paul program essentially provides an improved level of certainty that impacted businesses would not fall through gaps created by such a lottery approach. Hence, this program is proposed to first fund bars and restaurants for out-of-pocket pandemic costs, after which all other eligible businesses would be funded only to the extent that funding was not received or was insufficiently received through other funding sources.

The primary components of the proposed Small Business Grant Program are:

1. Business Eligibility: We have proposed a tiered eligibility such that restaurants and bars are most likely to qualify for funding. Beyond that, smaller businesses and non-profits would qualify ahead of larger operations. However, as noted above, we would evaluate unmet need in comparison to all other grant applicants. Unmet need considers both pandemic related expenditures and federal, state, and county grants received.
2. Grant amounts: We have proposed a grant maximum of $10,000 which is consistent with the DEED and CDA programs. We are proposing a total allocation of $150,000 which is approximately 10% of the CARES allocation. This is the same threshold the City of Lakeville (the only other Dakota County City proposing a CARES Business Grant outside of the CDA currently) has proceeded under.
3. Expenditure Activity: Only expenditures meeting the qualifications of the CARES ACT are eligible. In general, however, expenditures appear to be limited to those costs of business interruption caused by "required" closures. Under the DEED grant guidelines it is interpreted that if the business was restricted by executive orders to operating at 50% or less of normal capacity or if the business experienced 10% revenue loss year-over-year between March 1 and May 31, 2019 vs. 2020 the business is grant eligible. DEED excludes non-profits and home-based businesses

but for in-home daycare businesses. The enclosed includes non-profits in all but the first tier and excludes all home-based businesses.

4. Given that the City is at risk of a subsequent audit determining grants were spent on ineligible expenditures, it is required that sub-grantees certify that, if West St. Paul is required to pay back a portion of grant funds, the sub-grantee is responsible to provide for that payment. The language within the guidance we have received is fairly broad but also is subject to differing interpretations.
5. The deadline for receipt of grant requests is September 4. Grant awards would be brought to the City Council for approval on September 14.

Mayor Napier said $150,000 will be a good number. Schroeder said Eagan, Apple Valley and, perhaps, South St. Paul will be allocating off that 10% formula.

Councilmember Vitelli asked if there is any concern with grants and PPE grants. Schroeder said he had intended to ship that out to Council separately last week. We do have that list and he will forward it to Council.

Councilmember Justen said the 10% allocation is equivalent to other cities. He received an email from hair salon owners – they are also affected. Hair salons, gyms and restaurants had to put in a lot of expenditure. Schroeder said we anticipate that, if we do receive a lot of applications, we are suggesting that, if our applications exceed our allocation, $10,000 might be prorated. Or it could grow if we do not receive that many.

Councilmember Eng-Sarne said the form looks great and that in-home daycares are eligible. She asked how we are conducting outreach. Schroeder said through social media, as well as a packet that went out this week to a list of small businesses in West St. Paul.

b. **Pedestrian Plan Update and Trail and Sidewalk Gaps**

In 2011, the City endeavored to study its pedestrian and bicyclist facilities to provide a long term plan to improve from the existing condition. It contracted with the planning firm of Hoisington Koegler Group. The citizen participation portion of the planning project was from April to October after which the City Council accepted the Bicycle and Pedestrian Master Plan dated December 5, 2011. The plan is a "tool to guide the long term efforts (25 years or more) to physical projects, programs and policies that will support walking and biking in West St. Paul."

The priorities identified within the plan are the following routes with status as:

- NURT (aka River-to-River Regional Trail way)
  - Segment from Wentworth to Wentworth including Robert Street Underpass is scheduled for 2020 and 2021 construction
  - Segment through Thompson Oaks conceptually designed
  - Segment through Marthaler Park conceptually designed as a future joint County project

    - Segment north of Oakdale/Thompson currently in concept design for a future grant request
- Charlton from Annapolis to Marie
    - Walkway exists on at least one side of the road, some areas both sides (Emerson to Butler and Arion to just north of Bernard)
- Robert Street from Annapolis to Mendota Road
    - Completed as part of the 2014-2017 Robert Street Reconstruction
- Livingston from Wentworth to Mendota Road
    - Completed in 2019
- Oakdale from Bernard to Emerson and from Thompson to Mendota Road
    - Segment from Mendota Road to Wentworth completed in 2019
    - Segment from Bernard to Emerson:
    - Emerson to West Chester Place no walk
    - West Chester Place to Conver walk on west side
    - Conver to Bernard walk on both sides
- Bidwell from Butler to Thompson
    - Annual Safe Routes to School Grant funding request; not yet funded
- Marie from Delaware to Oakdale
    - Final segment completed in 2019
- Butler from Delaware to Highway 52
    - Delaware to Smith no walk
    - Smith to Manomin walk on one side
    - Manomin to Stassen walk on both sides
    - Stassen to Hwy 52 no walk

Additionally, main routes were identified as:

- Delaware from Annapolis to Marie
    - Included in 2020-2029 City CIP as 2025 project; requires County and Mendota Heights approval
- Wentworth from Delaware to South St. Paul
    - Segment from Delaware to Robert completed in 2019
    - Pedestrian Crossing at Marthaler Lane completed in 2020
    - Marthaler to Oakdale existing trail
    - Oakdale to Meadows trail through Sports Complex
    - Meadows to TH 52 trail on south side
- Mendota Road from Delaware to South St. Paul
    - Delaware to Charlton no walk
    - TH 62 intersection to Robert walk on north side
    - Robert to Oakdale walk on south side (IGH)
    - Oakdale to TH 52 walk on both sides

In addition to Priority and Main Routes, the plan identifies lower priority local and access routes. On May 24, 2019, Engineering estimated that completion of gaps within the entire Bike/Pedestrian plan could be accomplished at a cost of $15 million plus the cost of any necessary right of way or easement acquisition. Some segments will be constructed as part of development and redevelopment projects. Others would

be coordinated with roadway reconstruction projects. Third party/grant funding of Priority and Main routes are continuously sought.

The City has been collaborating with Dakota County to facilitate construction of the final leg of the Regional River to River Trail by 2021. As part of this bikeway/ walkway, the City is collaborating with Dakota County to construct an underpass of Robert Street just north of Wentworth. The County Board awarded this $4,654,634 project on July 14, 2020. Construction of the trail connections is scheduled for 2020 while the underpass itself will be constructed in 2021. The partners are also working on securing grant funding for additional legs of this important regional asset.

On December 9, 2019, Council adopted its 2020-2029 CEP-CIP. This plan followed a prior change in policy to eliminate benefit assessments for sidewalk and trail improvements in favor of a tax levy to fund these projects commencing in 2021. The plan projected an annual $500,000 property tax levy without allocations to specific projects. The intent, however, is toward completion of sidewalk and trail gaps as identified within the Pedestrian and Bicycle Master Plan. This $500,000 budget allocation is included in the staff recommended 2021-2022 budgets. Within the other elements of the CEP-CIP reserve targets are established. A similar target has not yet been established for this element of the CIP. However, as with all other elements of the CEP-CIP, but for Sanitary Sewer lift stations and forcemain projects, the Sidewalk/Trail element will provide project funding on a "pay as you go" basis. In other words, when cash is sufficient to complete a project it may proceed such that additional debt is not required to construct any of the improvements proposed going forward.

<u>Future projects for allocation from future budgets</u>:
The 2021 Moreland Avenue Street Improvement Project offers the opportunity to close the sidewalk gap between Smith Avenue and Delaware Avenue. The feasibility study currently underway will evaluate in detail the impacts and associated costs of closing this sidewalk gap. Based on the existing steep side slopes, construction of this 1,000-foot stretch of concrete walk is probably in the range of $130k - $180k.

The 2022 Street Improvement Project on Crusader Avenue lends the perfect opportunity to connect the sidewalk from Bidwell Street to Robert Street. There is currently concrete walk on the south side of Crusader Avenue from Robert Street to 300 feet west. Adding 2,250 feet of new sidewalk on one side of the street would cost around $300k-$400k. A feasibility study with some preliminary engineering will dissect the options and costs. Between Stryker Avenue and Bidwell Avenue, there are utility poles in the south boulevard that may dictate where a sidewalk fits. Moving private utilities is one of the most difficult/time consuming part of any sidewalk/trail project.

The 2022 Crusader Avenue Project is adjacent to the 1,350-foot sidewalk gap on Bidwell Avenue from Marie Avenue to Crusader Avenue. This section in conjunction with new walk on Crusader Avenue would create a loop from Marie Avenue to Robert

Street. Back in 2017 when Bidwell Avenue from Marie Avenue to Crusader Avenue was reconstructed, there were discussions about adding concrete walk. However, the final decision was to just narrow Bidwell Avenue by 4 feet by bringing the western curb line in. This eliminated parking from the west side of the street and set up Bidwell Avenue for a future sidewalk where property acquisition would be reduced. This segment would cost $175k-$250k if it were part of the Crusader Avenue project and higher if it were a standalone project.

In 2023 and 2024, all of Annapolis Street is scheduled for reconstruction in partnership with the City of St. Paul. Most of the south side (WSP side) currently has concrete walk. However, the current widths vary from four to five feet and it is all in poor condition. All of the concrete walk will be replaced as part of the project cost and widened to five feet where it currently is narrower.

Delaware Avenue is scheduled for reconstruction in 2025 from Marie Avenue to Dodd Road. Like the recent reconstruction of Wentworth Avenue, the County would look at adding multiuse trails along Delaware Avenue. West St. Paul's share of this $10M project is estimated at $1.45M including trails.

Dakota County is interested in a turn back of Thompson Avenue from Robert Street to South St. Paul. Sidewalks and trails are part of those discussions at this point. Without a turn back, a City/County project to construct trail on one side and a sidewalk on the other would require about a $300k contribution from the City.

The City recently applied for Regional Solicitation grant for sidewalks and trails on Oakdale Avenue from Wentworth Avenue to Butler Avenue. If successful, there would still be some cost sharing required by the City but it would less than a standalone City/County project, which would require about a $410k contribution from the City.

The City recently applied for a Safe Routes to School (SRTS) Grant for a sidewalk on Bidwell Street from Thompson Avenue to Butler Avenue. Construction of this project is estimated at $800k of which $160k would be the City's portion. The City would also be required to pay for design and construction administration/inspection/testing for about another $100k. A feasibility report and preliminary engineering study was done on this section in order to get more accurate estimated cost required for the SRTS application. That study shows narrowing the roadway by about 5 feet would be the most cost effective way to install a sidewalk along this corridor as it minimizes property impacts and pulls the walk further away from the very steep side slopes. Without a grant this project would not likely move forward.

Two trail gaps exist on the County owned Butler Avenue. The Dodd Road to Smith Avenue trail gap is about a $900k project of which the City would be responsible for $135k. The Sperl Street to Trunk Highway 52 trail gap is about a $1M project of which the City would be responsible for $150k.

Emerson Avenue from Delaware Avenue to Robert Street is a long east/west corridor with no bicycle or pedestrian facilities. A bicycle and pedestrian connection on Emerson would be evaluated as part of the feasibility study for reconstructing the roadway, which is currently scheduled for 2026. This 7,000-foot stretch will have significant tree and grade challenges. A five-foot sidewalk would cost $1M-$1.5M to construct as part of a reconstruction project. An 8'or 10' multiuse trail would increase costs over $2M due to the additional easement areas needed. Pairing a sidewalk or trial with a reconstruction project would significantly help with costs on the design, construction administration/inspection/testing. There are also options to explore like roadway width that could significantly reduce easement costs. A standalone project on Emerson would increase costs and disrupt the same residents with two projects over a short timeframe. Standalone sidewalk/trail projects of this magnitude require a year of design, a year of property acquisition and a year of construction.

Lothenbach Avenue is another street that is not in the first five years of the CIP, but is projected within the 2026-2030 out years. Sidewalk installation at the time of reconstruction would be the most cost effective project approach. With steep grades on the south side and utility poles on the north side this would take some analysis to figure out the path of least resistance (and cost) of this half mile stretch. An estimated construction cost for sidewalk is around $350k-$470k when paired with a street reconstruction.

Mendota Road between Delaware Avenue and Charlton Street is similar to Lothenbach Avenue in that it is in need of a reconstruction. That would be the opportune time to install a 1,630-foot sidewalk for $200k-$300k.

The installation of an asphalt trail (8 to 10 feet wide) on any of these projects, will guarantee the need for property acquisition, driving up costs and adding a year to project design timelines. Five-foot concrete sidewalks where limits can remain in the existing right of way, like those recently built on Livingston Avenue, substantially reduces construction costs. Side slopes quickly turn into expensive retaining walls or property acquisition. By pairing up trail/sidewalk connections with street improvement projects, costs for design, construction, inspection and testing will be reduced. From a property owner's perspective, it is also favorable to get in and out of a particular street with one large project versus multiple smaller projects.

Mayor Napier said we have made great strides and gave credit to City Engineer Beckwith and the Engineer before him. He encouraged Councilmembers to look at their ward in a printed copy from Beckwith. Mayor Napier asked Beckwith to have all he created here laid out on the map and asked Council to break into wards and provide some feedback for Beckwith.

Councilmember Justen asked about Thompson from Robert to Oakdale and what the timing is on the turn-back. Beckwith said possibly 2023.

Councilmember Justen said he is concerned about Hy-Vee and the apartment building coming in. He wants to keep the emphasis on this unsafe corridor and high on our list.

Mayor Napier said the nice piece is Hy-Vee will have to put in a sidewalk. Schroeder added that the negotiation is likely this year, at least conceptually.

Councilmember Vitelli asked about the Thompson/Oakdale roundabout. Beckwith said we are actively talking about it.

Councilmember Vitelli said Butler from Sperl to Highway 52 is also busy and should be marked as a priority. Beckwith said it is in the top 10 gaps.

Beckwith said right-of-way projects take about three years.

Councilmember Fernandez asked in what other areas is Dakota County looking at roundabouts? Beckwith said the County may look at intersections along Delaware.

Councilmember Pace said he likes and agrees with Mayor Napier to look at your wards and mark some places on the map.

Councilmember Berry asked for updated maps. Beckwith said he will provide them for Council.

Mayor Napier instructed Council to have a map, mark it up and bring back feedback in two weeks.

Schroeder said our CIP will be on August 17 and this will be a part of it, and asked Council to let Staff know quickly if there is any disagreement.

c. **Special Assessments for Townhomes**

Beckwith said that the City assesses townhomes based on the amount of front footage the property has on the road being reconstructed. This is the same way that commercial properties, churches, parks and high density residential properties are assessed.

Take Fox Ridge Condo Association for example. Property owners were assessed for street improvement projects in 2015, 2017, 2019 and will likely again be assessed in 2022. In the case of Fox Ridge Association their property fronts Marie Avenue, Livingston Avenue, Fox Ridge Drive, Fox Ridge Court, Crusader Avenue and Humboldt Avenue (cul-de-sac). The entire area that makes up the association is assessed, not each individual unit based on which road they face. Fox Ridge association is rather large at 23.5 acres. When residents that live south of Crusader Avenue (still within Fox Ridge Assoc.) are assessed for work done on Marie Avenue it can certainly seem odd. However, by assessing the entire association (all properties within) for each improvement project that abuts their property they pay a lower dollar amount per project, but are assessed more often.

The 2015 Street Improvements Project reconstructed a portion of Marie Avenue, adjacent to Fox Ridge townhomes. Each Fox Ridge townhome was assessed $223.28 for that project. Single-family homes were assessed between $5,581 and $9,991.

The 2017 Street Improvements Project reconstructed Fox Ridge Road and Fox Ridge Drive. Each townhome was assessed $918.72. Single-family homes on the same project (Humboldt Avenue) were assessed an average of $5,000.

The 2019 Street Improvements Project reconstructed Livingston Avenue and each Fox Ridge resident was assessed $894.88. Single-family homes were assessed $6,392.00

The current Capital Improvements Program shows the reconstruction of Crusader Avenue in 2022. The Fox Ridge association will again be assessed for this project, say at an estimated $1,000 per unit. Therefore, after four reconstruction projects which surround their entire property they will have been assessed about $3,000 per townhome. Whereas, a single family home is assessed two to three times amount for one reconstruction project. While assessments to the same properties keep coming, the dollar amounts are fairly low. The amount of property that these townhome associations own is quite large, as are the number of trips the combined association take per day on these roads.

A Special Benefit Appraisal was done prior to the 2019 Street Improvements Project for the Livingston Avenue reconstruction. For medium density housing (Fox Ridge condominiums), the opinion of special benefit was $3,000. For a single family home it was $7,800. That is only for the reconstruction of Livingston Avenue, not the other adjacent streets of Marie, Fox Ridge Road and Crusader. Therefore, the City's assessments are coming in much lower than the opinion of special benefit for each street improvement project.

Mayor Napier said this seems fair and improves property values. Councilmember Vitelli agreed and said this is the best way for the townhome association.

Councilmember Eng-Sarne asked how much advance notice they receive of an assessment? Beckwith said they receive notification about a year or so before the assessment hearing. Letters went out a few months ago for next year's project. Schroeder added that the CIP is posted on the City's website and looks into the future 10 years.

Councilmember Justen said he understands the irritation level of owners and is in favor of it the way it is.

d. **Day Designations**

From time to time, Schroeder said the West St. Paul City Council may, by vote of the Council, designate recognition of an individual or group. With adoption of official recognition days, weeks, or months, the City Council may provide further recognition,

such as participation in community events or parades honoring such individual or group. Specific recognition beyond a proclamation, resolution or certificate would only be at the direction of Council at a regular or special meeting of Council.

During 2020, the City Council has, by proclamation, provided the following recognitions. These recognitions, at least in part, follow the 2019-2020 Strategic Initiative of "Identify Opportunities to Bolster Diversity and Inclusion Outreach."

January 13, 2020:	Recognition of WSP Youth Athletic Association
February 10, 2020:	Proclamation of February 2020 as African American History Month
February 24, 2020:	Proclamation of February 20, 2020 as Rose Slomba Day
March 9, 2020:	Recognition of Police Chaplains
May 26, 2020:	Proclamation recognizing Taylor Gonsalez as recipient of the 2020 Comcast Leaders and Achievers Scholarship
May 26, 2020:	Proclamation honoring June 2020 as LGBTQIA Pride Month

As reported as part of the Strategic Initiatives Update, racial diversity within the community, as per the American Community Survey, published by the Metropolitan Council for 2018 is:

White	64.18%
Hispanic	22.83%
Black	4.85%
Asian	4.23%
Multi-Race	3.47%
American Indian	0.31%
Other	0.13%
Total Non-White	35.82%

In past exchanges with Council, the following future designations have been suggested for future consideration as acknowledgement of the diversity of the community:

February:	African American History Month
March:	Women's History Month
May (1st week):	Public Service Recognition Week (recognizing all public employees)
May:	Asian Pacific American Heritage Month
June:	LGBTQIA Pride Month
September 15-October 15:	Hispanic Heritage Month
November:	American Indian Heritage Month (27th recognized)
December 3:	International Day of Persons with Disabilities

For planning purposes, Schroeder said that Staff is requesting whatever observations or direction Council is able to provide.

Mayor Napier said he likes it and that this is more efficient for Staff. Councilmember Vitelli agreed that it looks good.

Councilmember Justen said Public Service Recognition Week is not diversity but is about recognition. Schroeder said there are a number of those type of recognitions.

Councilmember Berry asked that Staff double-check American Indian Heritage Month.

e. **Harmon Park Splash Pad**

Schroeder said, we opened the Splash Pad on June 19. However, due to concerns about the need to constantly sanitize, the adjacent bathrooms remained closed until July 6. Bathroom hours were expanded on July 16. Precedent to the facilities opening, Council had discussed vandalism concerns and possible responses. As Council has been alerted, two weeks after opening the bathroom facilities, they were vandalized. Council was shown photos of the vandalism.

The purpose of this agenda item is to bring this vandalism to public attention and to receive Council direction as to the appropriate response to this vandalism. Schroeder said the recommendation he received from Staff is to close the facilities.

Mayor Napier said it is important for the community to see this disrespect to the investment made in our community and that we want the buy-in from the community.

Schroeder said this has happened before.

Councilmember Fernandez asked if there is anything being done to capture those responsible for the vandalism? Chief Sturgeon said we do not know when it happened. A month ago, we brought our Reserves back and they are checking the parks regularly. There is a new program called "Paws on Patrol." Harmon Park also has organizations who have adopted the park. There are also cameras at the park.

Councilmember Vitelli asked about the hours when the bathrooms are open Schroeder said 10:00 a.m. to 6:00 p.m. weekdays. He said the attendant is working in the park. Beckwith added that it occurred at the end of the day or close to it. He also said the attendant is working on jobs, such as dragging the ballfields.

Councilmember Berry asked if the attendant wears a bright noticeable vest? Beckwith said they don't wear vests. Councilmember Berry said if they wore a bright vest, they would be more visible in the park.

Councilmember Vitelli said he likes the idea of a brightly colored vest to make them more visible.

Councilmember Justen said public spaces incur an element of vandalism but is not in favor of shutting them down.

Councilmember Eng-Sarne asked about the threshold for closing them down. She said the health and safety of our employees is important.

Councilmember Justen suggested a sign in the bathrooms that if there is an issue they can call a specific number. Councilmember Vitelli agreed that this is a great idea.

Councilmember Eng-Sarne said other cities put in a foot opener on their doors. Beckwith said these doors have a timed lock.

Mayor Napier said he is not in favor of closing the bathrooms.

6. <u>Adjourn</u>

Motion was made by Councilmember Vitelli and seconded by Councilmember Berry to adjourn the meeting at 6:28 p.m.

All members present voted aye. Motion carried.

David J. Napier
Mayor
City of West St. Paul

City of West St. Paul
City Council Meeting Minutes
July 27, 2020

1. Call to Order

Mayor Napier called the meeting to order at 6:30 p.m.

2. Roll Call

Present:	Mayor Dave Napier Councilmembers Wendy Berry, Lisa Eng-Sarne, Anthony Fernandez, John Justen, Bob Pace and Dick Vitelli
Absent:	None
Others Present:	City Manager Ryan Schroeder City Attorney Kori Land Police Chief Brian Sturgeon Finance Director Char Stark Parks & Public Works Director/City Engineer Ross Beckwith City Clerk Shirley Buecksler

3. Pledge of Allegiance

4. Adopt the Agenda

Motion was made by Councilmember Justen and seconded by Councilmember Berry to adopt the agenda, as presented.

Vote: 6 ayes / 0 nays. Motion carried.

5. OCWS Briefing

An Open Council Work Session was held prior to the City Council Meeting to discuss:

A. CARES Act Funding and Expenditure Allocation Plan
B. Creation of a CARES Act Small Business Grant Program
C. Pedestrian Plan Update and Trail and Sidewalk Gaps
D. Special Assessments for Townhomes
E. Day Designations
F. Harmon Park Splash Pad

6. Citizen Comments – In Person

The following citizens addressed the Council:

- Amanda Hugenkes, Ward 3, regarding Harmon Park

7. Citizen Comments – Phone Line

The following citizens addressed the Council:

- Laura Zanmiller, Ward 1, regarding: 1) Sense of community; and 2) Dominium Development
- Robyn Gulley, 1045 Gorman Avenue, regarding: 1) Harmon Park vandalism; and 2) Dominium
- Karen Vavreck, Ward 2, regarding: 1) Sidewalks; and 2) Harmon Park bathrooms

8. Council Comments

Councilmember Eng-Sarne said there is a lot of unrest and uneasiness going on. There is are incredible people working at the City. Trust everyone is working in the best interest of citizens.

Councilmember Eng-Sarne thanked Joan Hutter for organizing the Green Thumbs tours. She also thanked MGM for the food truck day.

Councilmember Justen reminded everyone that some neighbors do not have air conditioning, especially the elderly. Make sure to check in with someone if you haven't seen them for a while.

Councilmember Pace spoke regarding the trash and disrespect for the Splash Pad and Marthaler Park. Be vigilant and pay attention when you're at the parks.

Councilmember Berry said the food trucks didn't impact any businesses and thanked everyone for wearing masks.

Councilmember Fernandez said Marthaler Park is looking nice and is pretty much done.

Mayor Napier showed photos of Marthaler Park. We need to take care of our investment and said he is frustrated. What can we do to educate the community that this is their park? He recommended that Council give this to the Park & Recreation Committee to come up with possibilities and give us options. Everyone agreed.

Mayor Napier said there were seven Wal-Mart shopping carts in front of Verizon and Jimmy John's. He wants Wal-Mart to be accountable for their carts. This is a regular occurrence.

Council discussed options, such as pulling their business license but they don't have a general business license. Attorney Land said Council has the planning approvals and could look at that for review.

Mayor Napier said the Wal-Mart carts are in the right-of-way and are a safety hazard. Attorney Land said we can review the ordinance.

Mayor Napier asked if we can have the manager come forward. Attorney Land said you can ask but may not require. The Police Department or Staff could talk to them. Chief Sturgeon said he will implement it on a Staff level and bring back.

Councilmember Vitelli wants the Planning Commission minutes reviewed and would like to shut down Wal-Mart.

Councilmember Pace recommended directing Staff to form an ordinance for big box stores to manage their carts and take care of them or get fined.

Mayor Napier said businesses have to put in garbage enclosures and that this is the same thing.

Councilmember Berry asked if there is a reason we haven't forwarded that ordinance? Attorney Land said we will look at it again. It stalled at the Council level.

Councilmember Eng-Sarne said she removed carts from the MGM lot before the food truck event. She said we need a way to fix this.

Councilmember Justen said there used to be a mechanism that locked the wheel of a cart when it left the perimeter. Mayor Napier said he remembers this, as well.

9. Consent Agenda

Motion was made by Councilmember Eng-Sarne and seconded by Councilmember Justen to approve the following items on the Consent Agenda, as presented:

A. List of Claims in the Amount of $1,968,678.88
B. CARES Act Funding and Expenditure Allocation Plan
C. Creation of a CARES Act Small Business Grant Program
D. Rental Licensing
E. Fuel Tank Repairs
F. Social Media Policy
G. Resolution No. 20-062 Approving the West St. Paul Housing Plan 2019
H. Resolution No. 20-063 Approving the Processing of Absentee Ballots 14 Days Prior to the Date of the 2020 State Primary and State General Election
I. Schedule Special Meeting to Canvass State Primary Results for Friday, August 14, 2020

Vote: 6 ayes / 0 nays. Motion carried.

10. Public Hearings

A. Preliminary and Final Plat Review for Two Lots at the Southwest Corner of Robert Street and Annapolis Street – Dakota County Community Development Authority (CDA)

Community Development Director Hartshorn provided an overview of the ordinance amendment and answered questions from the Council.

Mayor Napier opened the Public Hearing at 7:08 p.m.

Seeing no one wishing to speak, Mayor Napier closed the Public Hearing at 7:09 p.m.

Motion was made by Councilmember Vitelli and seconded by Councilmember Fernandez to approve the preliminary and final plat for the two lots at the southwest corner of Robert Street and Annapolis Street subject to the conditions as listed in the Council's packet:

1. The plat shall be recorded with Dakota County within one year of approval and prior to the application of a building permit; and
2. The Applicant shall address the items outlined in the Minnesota Department of Transportation memo dated July 15, 2020.

Vote: 6 ayes / 0 nays. Motion carried.

B. Conditional Use Permit, Site Plan, Preliminary/Final Plat, and First Reading of a Rezoning Ordinance to Allow Two Apartment Buildings at 1201 Robert Street #50 and 100 Signal Hills Avenue – Dominium Development

Community Development Director Hartshorn provided an overview of the ordinance amendment and answered questions from the Council.

Mayor Napier opened the Public Hearing at 8:01 p.m.

The following people addressed the Council:

In Person:
- Woodrow Piner, North Central State Regional Council of Carpenters
- Mike Klassen, representing his son and wife who live at 1116 Gorman Avenue

Phone Line:
- Michael Orange
- Resident, Ward 2
- Mark Schroeder, Ward 2
- Karen Vavreck, Ward 2

Mayor Napier closed the Public Hearing at 8:18 p.m.

Motion was made by Councilmember Vitelli and seconded by Councilmember Fernandez to adopt Resolution No. 20-065 Approving Conditional Use Permits to Allow Two Structures Over 35 Feet in Height and Two Structures with More than 16 Dwelling Units at 1201 Robert Street South #50 and 100 Signal Hills Avenue – Dominium.

Vote: 6 ayes / 0 nays. Motion carried.

Motion was made by strike #9, #11 and #15, remove realigning of Livingston within those conditions, as referenced in the Staff report, and adopt Resolution No. 20-066 Approving a Site Plan for the Construction of Two Apartment Buildings at 1201 Robert Street South #50 and 100 Signal Hills Avenue – Dominium, as amended.

Vote: 6 ayes / 0 nays. Motion carried.

Motion was made by Councilmember Fernandez and seconded by Councilmember Berry to approve the first reading and call for a second reading of the ordinance to be held at the City Council meeting on August 14, 2020.

Vote: 6 ayes / 0 nays. Motion carried.

Motion was made by Councilmember Fernandez and seconded by Councilmember Berry to adopt Resolution No. 20-067 Approving the Preliminary and Final Plat for 1201 Robert Street South and 100 Signal Hills Avenue – Dominium.

Vote: 6 ayes / 0 nays. Motion carried.

C. Final Reading of Ordinance No. 2008 Amending Section 113 of the City Code Prohibiting Sales of Tobacco to Anyone Under the Age of 21

Chief Sturgeon provided an overview of the ordinance amendment and answered questions from the Council.

Mayor Napier opened the Public Hearing at 8:45 p.m.

Seeing no one wishing to speak, Mayor Napier closed the Public Hearing at 8:46 p.m.

Motion was made by Councilmember Fernandez and seconded by Councilmember Berry to remove "B" from the ordinance and put it into the Fee Schedule and pass Ordinance No. 20-008 Amending Section 113 of the West St. Paul City Code Prohibiting Sales of Tobacco to Anyone Under the Age of 21.

Vote: 6 ayes / 0 nays. Motion carried.

D. Final Reading of Ordinance No. 20-009 Approving the Sale of Property to Hy-Vee, Inc. for Redevelopment Purposes and Approving the Lot Split for PID 41-11560-01-020

Attorney Land provided an overview of the ordinance amendment and answered questions from Council.

Mayor Napier opened the Public Hearing at 8:47 p.m.

Seeing no one wishing to speak, Mayor Napier closed the Public Hearing at 8:48 p.m.

Motion was made by Councilmember Eng-Sarne and seconded by Councilmember Fernandez to pass Ordinance No. 20-009 Approving the Sale of Property Located Within the City of West St. Paul, Minnesota, to Hy-Vee, Inc. and Approving Lot Split for PID 42-11560-01-020.

Vote: 6 ayes / 0 nays. Motion carried.

E. Final Reading of Ordinance No. 20-010 Approving the Sale of Property to the County of Dakota for the River to River Project

Attorney Land provided an overview of the ordinance amendment and answered questions from Council.

Mayor Napier opened the Public Hearing at 8:49 p.m.

Seeing no one wishing to speak, Mayor Napier closed the Public Hearing at 8:50 p.m.

Motion was made by Councilmember Justen and seconded by Councilmember Eng-Sarne to pass Ordinance No. 20-010 Approving the Sale of Property Located Within the City of West St. Paul, Minnesota, to the County of Dakota.

Vote: 6 ayes / 0 nays. Motion carried.

F. Final Reading of Ordinance No. 20-011 Amending City Charter Section 2.07 Subd. 1 and City Code Section 30.04 Regarding Mayor and Council Salaries

City Manager Schroeder provided an overview of the ordinance amendment and answered questions from Council.

Mayor Napier opened the Public Hearing at 8:53 p.m.

Seeing no one wishing to speak, Mayor Napier closed the Public Hearing at 8:53 p.m.

Motion was made by Councilmember Justen and seconded by Councilmember Vitelli to pass Ordinance No. 20-011 Amending West St. Paul City Charter Section 2.07 Subd. 1 and City Code Section 30.04 Regarding Mayor and Council Salaries.

Vote: 7 ayes / 0 nays. Motion carried.

11. <u>New Business</u>

A. Oppidan I – Resolution Terminating Development Agreement, Approving New Development Agreement and Approving of Assignment of Tax Abatement Agreement

Motion was made by Councilmember Justen and seconded by Councilmember Eng-Sarne to adopt Resolution No. 20-068 Terminating and Cancelling the Contract for Private Redevelopment with KTJ 339, LLC, Approving the Contract for Private Redevelopment with TF WSP, LLC and the Assignment and Assumption of the Tax Abatement Agreement.

Vote: 6 ayes / 0 nays. Motion carried.

B. First Reading – Ordinance Approving the Sale of the Former Car X Property to the EDA for Redevelopment Purposes

Community Development Director Hartshorn introduced the following proposed ordinance for its first reading:

"An Ordinance Approving the Sale of Property Located Within the City of West St. Paul, Minnesota, to the West St. Paul Economic Development Authority"

Motion was made by Councilmember Berry and seconded by Councilmember Eng-Sarne to approve the first reading and call for a second reading of the ordinance to be held at a Public Hearing at the City Council meeting on August 17, 2020.

Vote: 6 ayes / 0 nays. Motion carried.

C. First Reading – Conversion Therapy Ordinance

City Manager Schroeder introduced the following proposed ordinance for its first reading:

"An Ordinance Enacting Section 33.04 of the West St. Paul City Code Regarding the Prohibition of Conversion Therapy for Minors"

Motion was made by Councilmember Berry and seconded by Councilmember Vitelli to approve the first reading and call for a second reading of the ordinance to be held at a Public Hearing at the City Council meeting on August 17, 2020.

Vote: 6 ayes / 0 nays. Motion carried.

D. First Reading – Modification to Farm and Small Domestic Animal Ordinance

Chief Sturgeon introduced the following proposed ordinance for its first reading:

"An Ordinance Amending Section 90.08 of the West St. Paul City Code Regarding Farm and Other Small Domestic Animals"

Council discussed the setback requirements and number of chickens allowed. Motion was made by Councilmember Eng-Sarne and seconded by Councilmember Berry to approve the first reading, with amendments, and call for a second reading of the ordinance to be held at a Public Hearing at the City Council meeting on August 17, 2020.

Vote: 6 ayes / 0 nays. Motion carried.

E. First Reading – Modification to Liquor License Ordinance

Police Chief Sturgeon introduced the following proposed ordinance for its first reading:

> *"An Ordinance Rezoning 1201 Robert Street South and 50 Signal Hills Avenue From B4 – Shopping Center, to PMD – Planned Mixed-Use Development with B4 – Shopping Center and R4 – Multifamily Residential Underlying Zoning"*

Motion was made by Councilmember Vitelli and seconded by Councilmember Pace to approve the first reading and call for a second reading of the ordinance to be held at a Public Hearing at the City Council meeting on August 17, 2020.

Vote: 6 ayes / 0 nays. Motion carried.

12. <u>Old Business</u>

There was no old business to discuss.

10. <u>Adjourn</u>

Motion was made by Councilmember Vitelli and seconded by Councilmember Eng-Sarne to adjourn the meeting at 9:14 p.m.

Vote: 6 ayes / 0 nays. Meeting adjourned.

David J. Napier
Mayor
City of West St. Paul

City of West St. Paul
Special City Council Meeting Minutes
August 14, 2020

1. Call to Order

Mayor Napier called the meeting to order at 5:00 p.m.

2. Roll Call

Present:	Mayor Dave Napier Councilmembers Wendy Berry, Lisa Eng-Sarne, Anthony Fernandez, John Justen and Dick Vitelli
Absent:	Councilmember Bob Pace
Others Present:	City Manager Ryan Schroeder City Clerk Shirley Buecksler

3. New Business

Council canvassed the results of the 2020 Municipal Primary Election held on August 11, 2020.

Motion was made by Councilmember Vitelli and seconded by Councilmember Berry to:

- Approve the Abstract of Votes Cast, as provided by Dakota County Elections; and
- Adopt Resolution No. 20-069 Canvassing the 2020 Municipal Primary Election Results and Certifying Candidates for the 2020 State General Election to be Held on November 3, 2020

All members present voted aye. Motion carried.

The City Clerk shall place the names of these candidates on the 2020 Municipal General Election ballot for the 2020 State General Election to be held on November 3, 2020:

Candidates for Mayor:
Kimetha (KaeJae) Johnson
Dave Napier

Candidates for Councilmember Ward 1:
Julie A. Eastman
Robert James Pace

Candidates for Councilmember Ward 2:
Anthony J. Fernandez
Robyn Gulley

Candidates for Councilmember Ward 3:
Lisa Eng-Sarne
David Meisinger

10. Adjourn

Motion was made by Councilmember Berry and seconded by Councilmember Justen to adjourn the meeting at 5:06 p.m.

All members present voted aye. Motion carried.

David J. Napier
Mayor
City of West St. Paul

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Char Stark, Finance Director**

Date: September 14, 2020

List of Claims

BACKGROUND INFORMATION:

Invoices to be paid

FISCAL IMPACT:

$745,254.78

STAFF RECOMMENDATION:

Approve payment of the attached

CITY OF WEST ST PAUL

Summary of List of Claims

Council Meeting of September 14, 2020

PAYROLL CHECK REGISTER:

Payroll Period	8/24/20 - 9/06/20	
Date Paid	9/11/2020	
Direct Deposit		$161,822.93
Payroll Period		
Date Paid		
Direct Deposit		
TOTAL NET PAYROLL		$161,822.93

DISBURSEMENT CHECK REGISTER:

Checks	133028 - 133107	$287,919.23
EFTS	984 - 1008	$295,512.62
TOTAL DISBURSEMENT CHECKS		$583,431.85

TOTAL PAYROLL, DISBURSEMENTS, ACH AND WIRE TRANSFERS $745,254.78

CITY OF W.S.P

Payment Register

From Payment Date: 8/28/2020 - To Payment Date: 9/14/2020

Number	Date	Payee Name	Transaction Amount
AP-1 - Accounts Payable			
Check			
133028	09/14/2020	A B C RENTALS	$180.13
133029	09/14/2020	ABLE FENCE	$1,270.00
133030	09/14/2020	ADVANTAGE SIGNS & GRAPHICS	$125.55
133031	09/14/2020	AMAZON BUSINESS	$424.50
133032	09/14/2020	AMERICAN LEGAL PUBLISHING	$650.00
133033	09/14/2020	ASPEN EQUIPMENT COMPANY	$5,983.00
133034	09/14/2020	BATTERIES PLUS BULBS	$195.90
133035	09/14/2020	BOLTON & MENK INC	$12,391.50
133036	09/14/2020	CAPRA'S UTILITIES	$10,312.50
133037	09/14/2020	CHLIC-BLOOMFIELD EASC	$3,163.14
133038	09/14/2020	CINTAS CORPORATION	$169.94
133039	09/14/2020	CIRCUIT WORKS	$865.00
133040	09/14/2020	CORNWELL TOOLS	$22.94
133041	09/14/2020	CORPORATE MARK INC	$429.94
133042	09/14/2020	COSGROVE, SHARON	$2,305.20
133043	09/14/2020	CULLIGAN	$37.96
133044	09/14/2020	DANNER INC	$336.00
133045	09/14/2020	DELL MARKETING	$24,736.28
133046	09/14/2020	DIAMOND VOGEL PAINT	$730.40
133047	09/14/2020	EMERGENCY AUTOMOTIVE TECH	$801.10
133048	09/14/2020	FACTORY MOTOR PARTS	$192.00
133049	09/14/2020	FIDELITY SECURITY LIFE	$221.83
133050	09/14/2020	FORKLIFTS OF MINNESOTA, INC	$149.04
133051	09/14/2020	FRATTALONE COMPANIES	$3,000.00
133052	09/14/2020	GALLS INC	$111.30
133053	09/14/2020	GERTENS GREENHOUSE	$172.93
133054	09/14/2020	GOMEZ, AUDREY	$200.00
133055	09/14/2020	GOPHER STATE ONE-CALL	$275.40
133056	09/14/2020	GRAINGER INC	$68.22
133057	09/14/2020	HANCOCK CONCRETE PRODUCTS LLC	$754.20
133058	09/14/2020	HOLIDAY STATION STORES	$102.00
133059	09/14/2020	HUEBSCH	$207.56
133060	09/14/2020	INVER GROVE FORD	$121.83
133061	09/14/2020	JACK THE CARPENTER	$1,000.00
133062	09/14/2020	KISS'S COLLISION CENTER	$876.00
133063	09/14/2020	KRAFT CONTRACTING & MECHANICAL	$559.94
133064	09/14/2020	KREMER SERVICES, LLC	$343.45
133065	09/14/2020	KRISS PREMIUM PRODUCTS	$1,242.25
133066	09/14/2020	LAW ENFORCEMENT LABOR SERVICES	$1,860.00
133067	09/14/2020	LAWSON PRODUCTS INC	$176.48
133068	09/14/2020	LEAGUE OF MN CITIES	$17,966.00
133069	09/14/2020	LEE SPORTS SURFACING LLC	$10,700.00

133070	09/14/2020	LMCIT - CLAIMS	$1,767.88
133071	09/14/2020	LOGIS	$6,868.98
133072	09/14/2020	LUBE-TECH & PARTNERS, LLC	$236.50
133073	09/14/2020	MAGUIRE AGENCY	$2,000.00
133074	09/14/2020	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	$13,107.81
133075	09/14/2020	MENARDS	$356.49
133076	09/14/2020	MID-NORTHERN SERVICES	$155.00
133077	09/14/2020	MINNEAPOLIS OXYGEN CO	$180.00
133078	09/14/2020	MN BENEFIT ASSOCIATION	$990.11
133079	09/14/2020	MN NCPERS LIFE INSURANCE	$176.00
133080	09/14/2020	MN TEAMSTERS LOCAL #320	$1,249.00
133081	09/14/2020	NAPA AUTO PARTS	$24.95
133082	09/14/2020	NARDINI FIRE EQUIPMENT	$3,656.00
133083	09/14/2020	NORTHERN TOOL & EQUIPMENT	$139.99
133084	09/14/2020	NORTHLAND CUSTOM IRONWORKS, INC	$500.00
133085	09/14/2020	O DAY EQUIPMENT	$801.00
133086	09/14/2020	O'REILLY AUTOMOTIVE, INC	$268.09
133087	09/14/2020	OFFICE DEPOT	$52.19
133088	09/14/2020	PIONEER SECURESHRED	$58.00
133089	09/14/2020	PLUNKETT'S PEST CONTROL	$94.00
133090	09/14/2020	SFDMG, LLC	$2,000.00
133091	09/14/2020	SHORT ELLIOTT HENDRICKSON, INC	$8,475.64
133092	09/14/2020	SOUTHVIEW GARDEN CENTER INC	$728.00
133093	09/14/2020	STANTEC CONSULTING SERV	$10,687.29
133094	09/14/2020	STAPLES ADVANTAGE	$110.36
133095	09/14/2020	STREICHER'S	$189.98
133096	09/14/2020	SUN LIFE FINANCIAL	$2,781.43
133097	09/14/2020	SUNBELT RENTALS, INC	$1,005.42
133098	09/14/2020	TMG CONSTRUCTION INC	$65,740.00
133099	09/14/2020	TOWMASTER	$39,757.00
133100	09/14/2020	TRANSUNION RISK & ALTERNATIVE	$50.00
133101	09/14/2020	TWIN CITY REFUSE & RECYCLING	$525.00
133102	09/14/2020	VIKING AUTOMATIC SPRINKLER CO	$1,320.00
133103	09/14/2020	WASTE MANAGEMENT	$1,026.72
133104	09/14/2020	WDS ENTERPRISES LLC	$1,781.12
133105	09/14/2020	WORLD FUEL SERVICES, INC	$2,423.60
133106	09/14/2020	WSB & ASSOCIATES	$2,851.25
133107	09/14/2020	XCEL ENERGY	$8,353.02
Type Check Totals:			$287,919.23
EFT			
984	08/28/2020	FURTHER	$5,641.67
985	08/28/2020	I C M A	$250.00
986	08/28/2020	I C M A RETIREMENT TRUST - ROTH	$397.00
987	08/28/2020	I C M A RETIREMENT TRUST-457	$7,350.01
988	08/28/2020	IRS - PR TAXES	$54,185.21
989	08/28/2020	MII LIFE --- VEBA	$2,788.02

Payment Register

From Payment Date: 8/28/2020 - To Payment Date: 9/14/2020

990	08/28/2020	MSRS - 457	$2,708.18
991	08/28/2020	MSRS HCSP	$3,475.96
992	08/28/2020	PUBLIC EMPLOYEES RETIRMNT ASSN	$55,666.59
993	08/28/2020	PUBLIC EMPLOYEES RETIRMNT ASSN	$203.08
994	08/28/2020	MN DEPT OF REVENUE - PR TAXES	$10,609.55
995	09/14/2020	AUTHNET GATEWAY	$30.30
996	08/31/2020	OLD NATIONAL BANK	$289.94
997	09/14/2020	FURTHER	$1,775.00
998	09/14/2020	DAKOTA COUNTY CDA	$7,500.00
999	09/14/2020	FURTHER	$5,300.00
1000	09/14/2020	I C M A	$250.00
1001	09/14/2020	I C M A RETIREMENT TRUST - ROTH	$397.00
1002	09/14/2020	I C M A RETIREMENT TRUST-457	$7,350.01
1003	09/14/2020	IRS - PR TAXES	$52,977.07
1004	09/14/2020	MII LIFE --- VEBA	$2,778.02
1005	09/14/2020	MN DEPT OF REVENUE - PR TAXES	$10,686.54
1006	09/14/2020	MSRS - 457	$2,728.43
1007	09/14/2020	MSRS HCSP	$3,478.02
1008	09/14/2020	PUBLIC EMPLOYEES RETIRMNT ASSN	$56,697.02
Type EFT Totals:			$295,512.62

TOTAL CHECK & EFTS $583,431.85

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Charlene Stark, Finance Director**

Date: **September 14, 2020**

Financial Information-April-June

BACKGROUND INFORMATION:

Attached for Council review April - June financial reports:

Bank statement reconciliation-April, May and June
Investment statement-June UBS Statement
General Fund-Budget to Actual report for June 30, 2020

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Accept the April – June financial reports as presented.

CITY OF WEST ST. PAUL
BANK RECONCILIATION
April 30, 2020

Old National BANK BALANCE:				
Ending Balance - Checking Account	**665,591.68**			
Deposits in Transit	2,376.00			
Outstanding Disbursements & Checks	(560,301.79)			
EFT to clear	(200.00)			
Petty Cash	1,850.00			
RECONCILED BALANCE	**109,315.89**	**BANK & TREASURER**	**BANK & ACCOUNT**	
		-	-	
			-	
CITY TREASURER'S BALANCE:				
Previous Month's **Reconciled** Balance	**77,933.43**			
Daily Receipts Posted	$627,657.46			
Disbursement Checks Issued	($2,128,176.17)			
Payroll Direct Deposits	($318,632.41)			
Cash Journal Entries (net)	$1,847,522.63			
Reverse Prior Months	(1,831.40)	xxx		
Credit card returns				
Apr20 Service Charge	(253.06)			
Apr20 Interest Received	95.01			
	(0.01)			
Parks JE	2,000.00			
3/13 Deposit adjustment	3,000.41			
RECONCILED BALANCE	**109,315.89**			
CASH ACCOUNT BALANCE:	**$102,623.54**			
Petty Cash	1,850.00			
Adjustments:				
	4,842.35			
RECONCILED BALANCE	**109,315.89**			

CITY OF WEST ST. PAUL
BANK RECONCILIATION
May 31, 2020

Old National BANK BALANCE:			
Ending Balance - Checking Account	**1,228,377.09**		WIRE TRANSI
Deposits in Transit	25,113.62		
Outstanding Disbursements & Checks	(568,254.10)		
EFT to clear	-		
Petty Cash	1,850.00		
RECONCILED BALANCE	**687,086.61**	**BANK & TREASURER**	**BANK & ACCOUNT**
		-	-
			-

CITY TREASURER'S BALANCE:		
Previous Month's **Reconciled** Balance	**109,315.90**	
Daily Receipts Posted	$9,191,961.02	
Disbursement Checks Issued	($1,575,939.71)	
Payroll Direct Deposits	($336,884.87)	
Cash Journal Entries (net)	($6,701,631.00)	
Reverse Prior Months	(4,842.36)	XXX
Credit card returns		
	(0.01)	
check clearing'	(98.93)	
April Interest	95.01	
ch 131826 voided-cleared in March	(250.00)	
May20 Interest Received	231.15	
CC return	130.00	
Parks JE	2,000.00	
3/13 Deposit adjustment	3,000.41	XXX
RECONCILED BALANCE	**687,086.61**	

CASH ACCOUNT BALANCE:	**$680,128.98**
Petty Cash	1,850.00
Adjustments:	
	5,107.63
RECONCILED BALANCE	**687,086.61**

CITY OF WEST ST. PAUL
BANK RECONCILIATION
June 30, 2020

Old National BANK BALANCE:			
Ending Balance - Checking Account	**719,280.28**		WIRE TRANSI
Deposits in Transit	3,854.35		
Outstanding Disbursements & Checks	(558,439.50)		
Check clearing err	(0.66)		
Petty Cash	1,850.00		
RECONCILED BALANCE	**166,544.47**	**BANK & TREASURER**	**BANK & ACCOUNT**
		-	-
			-

CITY TREASURER'S BALANCE:		
Previous Month's **Reconciled** Balance	**687,185.55**	
Daily Receipts Posted	$507,180.06	
Disbursement Checks Issued	($2,153,828.21)	
Payroll Direct Deposits	($373,735.86)	
Cash Journal Entries (net)	$1,500,000.00	
Reverse Prior Months	(5,206.57)	XXX
Credit card returns		
	(0.01)	
check clearing	(348.93)	
April Interest	95.01	
CC return	130.00	
May20 Interest Received	231.15	
CC return	(105.00)	
June Interest Received	136.87	
NSF	(190.00)	
Parks JE	2,000.00	
3/13 Deposit adjustment	3,000.41	XXX
RECONCILED BALANCE	**166,544.47**	

CASH ACCOUNT BALANCE:	**$159,744.97**
Petty Cash	1,850.00
Adjustments:	
	4,949.50
RECONCILED BALANCE	**166,544.47**

UBS

UBS Financial Services Inc.
681 Lake Street E.
Suite 354
Wayzata MN 55391-1758

CNQ7003345097 0720 X1 RP 0

Business Services Account

July 2020

CITY OF WEST SAINT PAUL
CUSTODY ACCOUNT
ATTN: CHARLENE STARK
1616 HUMBOLDT AVE
WEST SAINT PAUL MN 55118-3905

Account name: CITY OF WEST SAINT PAUL CUSTODY ACCOUNT

Friendly account name: Custody Acct

Account number: RP 34592 SH

Your Financial Advisor:
HARNETT/SORLEY
Phone: 952-475-9440/800-627-2463

Questions about your statement?
Call your Financial Advisor or the ResourceLine at 800-762-1000, account 712034592.

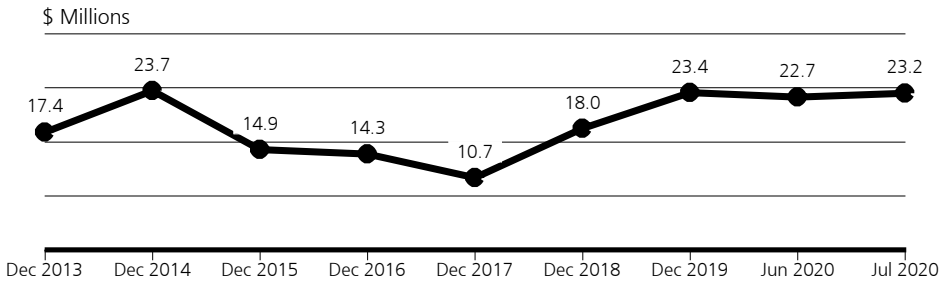
Visit our website:
www.ubs.com/financialservices

Value of your account

	on June 30 ($)	on July 31 ($)
Your assets	22,690,070.48	23,230,489.78
Your liabilities	0.00	0.00
Value of your account	**$22,690,070.48**	**$23,230,489.78**
Accrued interest in value above	$72,711.81	$87,399.91

As a service to you, your portfolio value of $23,230,489.78 includes accrued interest.

Tracking the value of your account



Sources of your account growth during 2020

Value of your account at year end 2019	$23,380,918.65
Net deposits and withdrawals	-$1,000,000.00
Your investment return:	
Dividend and interest income	$195,867.94
Change in value of accrued interest	$33,255.27
Change in market value	$620,447.92
Value of your account on Jul 31, 2020	**$23,230,489.78**

Your account balance sheet

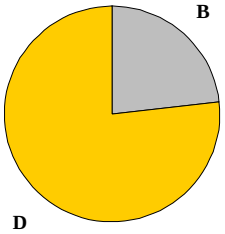
The value of your account includes assets held at UBS and certain assets held away from UBS. See page 1 for more information.

Summary of your assets

		Value on July 31 ($)	Percentage of your account
A	Cash and money balances	0.00	0.00%
B	Cash alternatives	5,370,436.37	23.12%
C	Equities	0.00	0.00%
D	Fixed income	17,860,053.42	76.88%
E	Non-traditional	0.00	0.00%
F	Commodities	0.00	0.00%
G	Other	0.00	0.00%
Total assets		**$23,230,489.78**	**100.00%**

Value of your account **$23,230,489.78**

Your current asset allocation



Eye on the markets

Index	Percentage change July 2020	Percentage change Year to date
S&P 500	5.64%	2.38%
Russell 3000	5.68%	2.01%
MSCI - Europe, Australia & Far East	2.35%	-8.97%
Barclays Capital U.S. Aggregate Bond Index	1.49%	7.72%

Interest rates on July 31, 2020

3-month Treasury bills: 0.10%

One-month LIBOR: 0.15%

Change in the value of your account

	July 2020 ($)	Year to date ($)
Opening account value	**$22,690,070.48**	**$23,380,918.65**
Deposits, including investments transferred in	1,700,000.00	8,900,000.00
Withdrawals and fees, including investments transferred out	-1,250,000.00	-9,900,000.00
Dividend and interest income	19,937.40	195,867.94
Change in value of accrued interest	14,688.10	33,255.27
Change in market value	55,793.80	620,447.92
Closing account value	**$23,230,489.78**	**$23,230,489.78**

Dividend and interest income earned

For purposes of this statement, taxability of interest and dividend income has been determined from a US tax reporting perspective. Based upon the residence of the account holder, account type, or product type, some interest and/or dividend payments may not be subject to United States (US) and/or Puerto Rico (PR) income taxes. The client monthly statement is not intended to be used and cannot be relied upon for tax purposes. Clients should refer to the applicable tax reporting forms they receive from UBS annually, such as the Forms 1099 and the Forms 480, for tax reporting information. It is the practice of UBS to file the applicable tax reporting forms with the US Internal Revenue Service and PR Treasury Department, and in such forms accurately classify dividends and/or interest as tax exempt or taxable income. Please consult your individual tax preparer.

	July 2020 ($)	Year to date ($)
Taxable dividends	667.46	8,739.67
Taxable interest	19,269.94	193,137.98
Taxable accrued interest paid	0.00	-6,298.11
Tax-exempt interest	0.00	7,560.00
Tax-exempt accrued interest paid	0.00	-7,308.00
Total current year	**$19,937.40**	**$195,831.54**
Prior year adjustment	0.00	36.40
Total dividend & interest	**$19,937.40**	**$195,867.94**
Return of capital/principal	5,546.48	14,318.94

Summary of gains and losses

Values reported below exclude products for which gains and losses are not classified.

	Realized gains and losses		Unrealized
	July 2020 ($)	Year to date ($)	gains and losses ($)
Short term	0.00	17,768.00	360,123.26
Long term	0.00	43,990.00	406,068.96
Total	**$0.00**	**$61,758.00**	**$766,192.22**

Cash activity summary

See *Account activity this month* for details. Balances in your Sweep Options are included in the opening and closing balances value. FDIC insurance applies to deposits at UBS Bank USA and all banks participating in the UBS FDIC Insured Deposit Program. It does not apply to deposits at UBS AG, Stamford Branch. SIPC protection applies to money market sweep fund holdings but not bank deposits. See *Important information about your statement* on the last two pages of this document for details.

	July 2020 ($)	Year to date ($)
Opening balances	**$0.00**	**$302,480.34**
Additions		
Deposits and other funds credited	1,700,000.00	8,900,000.00
Dividend and interest income	19,937.40	195,867.94
Proceeds from investment transactions	1,500,143.74	18,259,408.08
Total additions	**$3,220,081.14**	**$27,355,276.02**
Subtractions		
Other funds debited	-1,250,000.00	-9,900,000.00
Funds withdrawn for investments bought	-1,970,081.14	-17,757,756.36
Total subtractions	**-$3,220,081.14**	**-$27,657,756.36**
Net cash flow	**$0.00**	**-$302,480.34**
Closing balances	**$0.00**	**$0.00**

UBS Bank USA Deposit Account APY

Interest period Jun 5 - Jul 7

Opening UBS Bank USA Deposit balance Jun 5	$7,835.12
Closing UBS Bank USA Deposit balance Jul 7	$0.00
Number of days in interest period	33
Average daily balance	$2,332.99
Interest earned	$0.00
Annual percentage yield earned	0.00%

UBS FDIC-Insured Dep Pgm Account APY

Interest period Jun 5 - Jul 7

Opening UBS FDIC-Insured Dep Pgm balance Jun 5	$0.00
Closing UBS FDIC-Insured Dep Pgm balance Jul 7	$0.00
Number of days in interest period	33
Average daily balance	$1,490.82
Interest earned	$0.00
Annual percentage yield earned	0.00%

Your investment objectives:

You have identified the following investment objectives for this account. If you have questions about these objectives, disagree with them, or wish to change them, please contact your Financial Advisor or Branch Manager. You can find a full description of the alternative investment objectives in *Important information about your statement* at the end of this document.

Your return objective:
Current income
Your risk profile:
Primary - Conservative
Investment eligibility consideration - None selected

Your account instructions

- Your account cost basis default closing method is FIFO, First In, First Out.

Your assets

Some prices, income and current values shown may be approximate. As a result, gains and losses may not be accurately reflected. See *Important information about your statement* at the end of this document for more information.

Cash

Cash and money balances

Holding	Opening balance on Jul 1 ($)	Closing balance on Jul 31 ($)	Price per share on Jul 31 ($)	Average rate	Dividend/Interest period	Days in period
Cash	-498,982.10	0.00				
UBS FDIC INSURED DEP PGM	498,982.10	0.00				
Total	**$0.00**	**$0.00**				

UBS FDIC-Insured Deposit Program

Priority	Bank Name	Closing balance on Jul 31 ($)	Status
1	UBS Bank USA	0.00	
2	Citibank, N.A.	0.00	(1)
3	State Street Bank and Trust	0.00	
4	Wells Fargo Bank, N.A.	0.00	(1)
5	HSBC Bank USA, N.A	0.00	(1)
6	East West Bank	0.00	
7	BBVA USA	0.00	
8	Ameris Bank	0.00	
9	Citizens Bank, N.A.	0.00	
10	Centennial Bank	0.00	
	Total	**$0.00**	

Status

(1) - Client has opted out of this bank

Your assets (continued)

Cash alternatives

Money market funds

Money market funds are neither insured nor guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Institutional prime and institutional municipal funds must float their net asset values (NAV) per share to the nearest 1/100th of a cent (e.g., $1.0000). Government and retail money market funds will continue to transact at a stable $1.00 net asset value. Although money market funds seek to preserve the value of your investment at $1.00 per share, it is possible to lose money by investing in these funds.

Total reinvested is the total of all reinvested dividends. It does not include any cash dividends. It is not a tax lot for the purposes of determining holding periods or cost basis. The shares you receive each time you reinvest dividends become a separate tax lot.

Cost basis is the total purchase cost of the security, including reinvested dividends. The cost basis may need to be adjusted for return of capital payments in order to determine the adjusted cost basis for tax reporting purposes.

Unrealized (tax) gain or loss is the difference between the current value and the cost basis and would generally be your taxable gain or loss if the security was sold on this date. The unrealized (tax) gain or loss may need to be adjusted for return of capital payments in order to determine the realized gain or loss for tax reporting purposes.

Investment return is the current value minus the amount you invested. It does not include shares that are not reflected on your statement, including shares that have been realized as either a gain or a loss. It also does not include cash dividends that were not reinvested.

Holding	Number of shares	Purchase price/ Average price per share ($)	Client investment ($)	Cost basis ($)	Price per share on Jul 31 ($)	Value on Jul 31 ($)	Unrealized gain or loss ($)	Investment return ($)	Holding period
UBS SELECT PRIME									
INSTITUTIONAL FUND									
	5,368,289.055				1.0004	5,370,436.37			
EAI: $7,516 Current yield: 0.14%									

Fixed income

Certificates of deposit and share certificates

Cost basis has been adjusted for accreted original issue discount (OID) on long-term (more than 1 year) CDs and share certificates. Cost basis has been adjusted automatically for amortization of premium using the constant yield method on long-term (more than 1 year) CDs and share certificates.

CDs are FDIC insured up to $250,000 in principal and accrued interest per depositor and per depository institution, in accordance with FDIC rules. Share certificates are NCUA insured up to $250,000 in principal and accrued and posted dividends per qualifying account and per credit union, in accordance with NCUA rules. Yankee CDs are not insured by FDIC or NCUA.

Holding	Trade date	Total face value at maturity ($)	Purchase price ($)	Adjusted cost basis ($)	Price on Jul 31 ($)	Value on Jul 31 ($)	Unrealized gain or loss ($)	Holding period
WORLD'S FOREMOST B NE US								
RATE 02.3000% MAT 08/06/2020								
FIXED RATE JUMBO CD								
ACCRUED INTEREST $315.06								
CUSIP 9159919E5								
EAI: $383 Current yield: 2.30%	Jul 28, 15	200,000.000	100.000	200,000.00	100.203	200,406.00	406.00	LT

continued next page

Your assets › **Fixed income** › **Certificates of deposit and share certificates** (continued)

Holding	Trade date	Total face value at maturity ($)	Purchase price ($)	Adjusted cost basis ($)	Price on Jul 31 ($)	Value on Jul 31 ($)	Unrealized gain or loss ($)	Holding period
CAPITAL ONE NA VA US RATE 02.0500% MAT 12/29/2020 FIXED RATE CD ACCRUED INTEREST $440.33 CUSIP 14042RFE6 EAI: $2,511 Current yield: 2.03%	Dec 22, 16	245,000.000	100.000	245,000.00	100.820	247,009.00	2,009.00	LT
CAPITAL ONE BANK N VA US RATE 02.0500% MAT 12/29/2020 FIXED RATE CD ACCRUED INTEREST $440.33 CUSIP 140420S43 EAI: $2,511 Current yield: 2.03%	Dec 22, 16	245,000.000	100.000	245,000.00	100.820	247,009.00	2,009.00	LT
SYNCHRONY BK UT US RATE 02.1000% MAT 12/09/2021 FIXED RATE CD ACCRUED INTEREST $732.99 CUSIP 87164XPB6 EAI: $5,145 Current yield: 2.05%	Dec 06, 16	245,000.000	100.000	245,000.00	102.663	251,524.35	6,524.35	LT
SALLIE MAE BK UT US RATE 02.3500% MAT 03/22/2022 FIXED RATE CD ACCRUED INTEREST $2,024.20 CUSIP 795450ZW8 EAI: $5,640 Current yield: 2.27%	Mar 15, 17	240,000.000	100.000	240,000.00	103.605	248,652.00	8,652.00	LT
PRIVATEBANK & TR IL US RATE 02.0000% MAT 05/05/2022 FIXED RATE CD ACCRUED INTEREST $1,167.93 CUSIP 74267GVX2 EAI: $4,900 Current yield: 1.94%	Dec 10, 18	245,000.000	96.000	235,200.00	103.244	252,947.80	17,747.80	LT
COMENITY BANK DE US RATE 02.4000% MAT 06/21/2022 FIXED RATE JUMBO CD ACCRUED INTEREST $368.22 CUSIP 981996RH6 EAI: $4,800 Current yield: 2.32%	Jun 16, 17	200,000.000	100.000	200,000.00	103.540	207,080.00	7,080.00	LT

continued next page

Your assets ‣ **Fixed income** ‣ **Certificates of deposit and share certificates** (continued)

Holding	Trade date	Total face value at maturity ($)	Purchase price ($)	Adjusted cost basis ($)	Price on Jul 31 ($)	Value on Jul 31 ($)	Unrealized gain or loss ($)	Holding period
BARCLAYS BK DE US RATE 02.2000% MAT 07/19/2022 FIXED RATE CD ACCRUED INTEREST $177.20 CUSIP 06740KKJ5 EAI: $5,390 Current yield: 2.12%	Jul 11, 17	245,000.000	100.000	245,000.00	104.001	254,802.45	9,802.45	LT
ALLY BK SANDY UT US RATE 01.8500% MAT 08/29/2022 FIXED RATE CD ACCRUED INTEREST $1,899.92 CUSIP 02007GLJ0 EAI: $4,533 Current yield: 1.79%	Aug 27, 19	245,000.000	100.000	245,000.00	103.480	253,526.00	8,526.00	ST
BMW BK OF NA NA UT US RATE 01.8000% MAT 11/22/2022 FIXED RATE CD ACCRUED INTEREST $845.76 CUSIP 05580ATC8 EAI: $4,410 Current yield: 1.74%	Nov 19, 19	245,000.000	100.000	245,000.00	103.722	254,118.90	9,118.90	ST
WELLS FARGO NATL B NV US RATE 01.8000% MAT 12/13/2022 FIXED RATE CD ACCRUED INTEREST $217.48 CUSIP 949495AA3 EAI: $4,410 Current yield: 1.73%	Dec 11, 19	245,000.000	100.000	245,000.00	103.802	254,314.90	9,314.90	ST
MERCANTIL COMM BAN NJ US RATE 02.3000% MAT 12/16/2022 FIXED RATE CD ACCRUED INTEREST $694.72 CUSIP 58733ADQ9 EAI: $5,635 Current yield: 2.19%	Dec 06, 16	245,000.000	100.000	245,000.00	105.010	257,274.50	12,274.50	LT
MEDALLION BK UT US RATE 03.3000% MAT 12/19/2022 FIXED RATE CD ACCRUED INTEREST $287.94 CUSIP 58404DCZ2 EAI: $8,085 Current yield: 3.07%	Dec 04, 18	245,000.000	100.000	245,000.00	107.397	263,122.65	18,122.65	LT

continued next page

Your assets › **Fixed income** › **Certificates of deposit and share certificates** (continued)

Holding	Trade date	Total face value at maturity ($)	Purchase price ($)	Adjusted cost basis ($)	Price on Jul 31 ($)	Value on Jul 31 ($)	Unrealized gain or loss ($)	Holding period
MERRICK BK UT US RATE 03.4000% MAT 01/20/2023 FIXED RATE CD ACCRUED INTEREST $251.05 CUSIP 59013J4X4 EAI: $8,330 Current yield: 3.15%	Nov 15, 18	245,000.000	100.000	245,000.00	107.899	264,352.55	19,352.55	LT
DISCOVER BANK DE US RATE 03.3000% MAT 10/03/2023 FIXED RATE CD ACCRUED INTEREST $2,635.93 CUSIP 254673UL8 EAI: $8,085 Current yield: 3.01%	Sep 25, 18	245,000.000	100.000	245,000.00	109.675	268,703.75	23,703.75	LT
GOLDMAN SACHS BANK NY US RATE 03.5500% MAT 11/21/2023 FIXED RATE CD ACCRUED INTEREST $1,691.84 CUSIP 38148P2H9 EAI: $8,698 Current yield: 3.20%	Nov 15, 18	245,000.000	100.000	245,000.00	110.859	271,604.55	26,604.55	LT
CITIBANK, NA DE US RATE 03.5500% MAT 11/24/2023 FIXED RATE CD ACCRUED INTEREST $1,644.19 CUSIP 17312QW47 EAI: $8,698 Current yield: 3.20%	Nov 15, 18	245,000.000	100.000	245,000.00	110.883	271,663.35	26,663.35	LT
MORGAN STANLEY PRV NY US RATE 03.5500% MAT 11/24/2023 FIXED RATE CD ACCRUED INTEREST $1,644.19 CUSIP 61760ASL4 EAI: $8,698 Current yield: 3.20%	Nov 15, 18	245,000.000	100.000	245,000.00	110.883	271,663.35	26,663.35	LT
MORGAN STANLEY BK UT US RATE 03.5500% MAT 11/24/2023 FIXED RATE CD ACCRUED INTEREST $1,644.19 CUSIP 61690UBN9 EAI: $8,698 Current yield: 3.20%	Nov 15, 18	245,000.000	100.000	245,000.00	110.883	271,663.35	26,663.35	LT

continued next page

Your assets ‣ **Fixed income** ‣ **Certificates of deposit and share certificates** (continued)

Holding	Trade date	Total face value at maturity ($)	Purchase price ($)	Adjusted cost basis ($)	Price on Jul 31 ($)	Value on Jul 31 ($)	Unrealized gain or loss ($)	Holding period
AMER EXPRESS NATL UT US RATE 03.5500% MAT 12/04/2023 FIXED RATE CD ACCRUED INTEREST $1,358.23 CUSIP 02589AA28 EAI: $8,698 Current yield: 3.20%	Nov 26, 18	245,000.000	100.000	245,000.00	110.963	271,859.35	26,859.35	LT
WELLS FARGO BK NA SD US RATE 03.5500% MAT 12/14/2023 FIXED RATE CD ACCRUED INTEREST $405.08 CUSIP 949763VU7 EAI: $8,698 Current yield: 3.21%	Dec 04, 18	245,000.000	100.000	245,000.00	110.701	271,217.45	26,217.45	LT
HSBC BANK USA NA VA US RATE 02.0000% MAT 09/23/2024 FIXED RATE CD CALLABLE 09/23/2020 @ 100.0000 ACCRUED INTEREST $1,745.20 CUSIP 44329MAX1 EAI: $4,900 Current yield: 1.99%	Sep 16, 19	245,000.000	100.000	245,000.00	100.262	245,641.90	641.90	ST
ENERBANK UT US RATE 02.0000% MAT 09/27/2024 FIXED RATE CD ACCRUED INTEREST $53.70 CUSIP 29278TLX6 EAI: $4,900 Current yield: 1.87%	Sep 17, 19	245,000.000	100.000	245,000.00	106.729	261,486.05	16,486.05	ST
STATE BK INDIA NY US RATE 02.0500% MAT 11/27/2024 FIXED RATE CD ACCRUED INTEREST $894.42 CUSIP 856285RS2 EAI: $5,023 Current yield: 1.91%	Nov 12, 19	245,000.000	100.000	245,000.00	107.055	262,284.75	17,284.75	ST

continued next page

Your assets ‣ **Fixed income** ‣ **Certificates of deposit and share certificates** (continued)

Holding	Trade date	Total face value at maturity ($)	Purchase price ($)	Adjusted cost basis ($)	Price on Jul 31 ($)	Value on Jul 31 ($)	Unrealized gain or loss ($)	Holding period
BMO HARRIS BK NA IL US RATE 01.9000% MAT 02/28/2025 FIXED RATE CD CALLABLE 08/28/2020 @ 100.0000 ACCRUED INTEREST $816.21 CUSIP 05581W5Q4 EAI: $4,655 Current yield: 1.90%	Feb 19, 20	245,000.000	100.000	245,000.00	100.129	245,316.05	316.05	ST
Total		**$6,030,000.000**		**$6,020,200.00**		**$6,369,244.00**	**$349,044.00**	

Total accrued interest: $24,396.31

Total estimated annual income: $146,434

Asset backed securities

Prices are obtained from independent quotation bureaus that use computerized valuation formulas to calculate current values. Actual market values may vary and thus gains/losses may not be accurately reflected. The cost basis for asset backed securities has been adjusted automatically for return of principal payments, and if issued at a discount, accreted original issue discount (OID).

Holding	Trade date	Quantity	Purchase price($)	Adjusted cost basis ($)	Price on Jul 31 ($)	Value on Jul 31 ($)	Unrealized gain or loss ($)	Holding period
GNMA PL MA6445M RATE 02.5000% MATURES 02/20/35 CURRENT PAR VALUE 483,053 ACCRUED INTEREST $1,006.35 CUSIP 36179VES5 EAI: $12,076 Current yield: 2.39%	Mar 05, 20	500,000.000	104.325	503,945.04	104.591	505,229.96	1,284.92	ST

Your assets ‣ **Fixed income** (continued)

Municipal securities

Prices are obtained from independent quotation bureaus that use computerized valuation formulas to calculate current values. Actual market values may vary and thus gains/losses may not be accurately reflected. Cost basis has been automatically adjusted for mandatory amortization of bond premium on coupon tax-exempt municipal securities using the constant yield method and for accreted original issue discount for securities issued at a discount. When original cost basis is displayed, amortization has been done using the constant yield method, otherwise amortization has been done using the straight line method.

Holding	Trade date	Total face value at maturity ($)	Purchase price($)	Adjusted cost basis ($)	Price on Jul 31 ($)	Value on Jul 31 ($)	Unrealized gain or loss ($)	Holding period
BERKELEY CNTY SC SCH TAX SR C BE/R/ RATE 02.350% MATURES 03/01/23 ACCRUED INTEREST $2,350.00 CUSIP 084203WV6 Moody: Aa1 S&P: AA EAI: $5,640 Current yield: 2.27% Original cost basis: $242,767.20	Oct 02, 17	240,000.000	100.566	241,359.64	103.319	247,965.60	6,605.96	LT
NEW YORK NY CITY TRANSI TAX A-2 RV BE/R/ RATE 01.850% MATURES 05/01/23 ACCRUED INTEREST $2,312.50 CUSIP 64971WJ43 Moody: Aa1 S&P: AAA EAI: $9,250 Current yield: 1.79%	Jun 16, 17	500,000.000	97.814	489,070.00	103.501	517,505.00	28,435.00	LT
NYS MTGE AGY HOMEOWNER AMT RV BE/R/ RATE 02.800% MATURES 04/01/24 ACCRUED INTEREST $5,039.98 CUSIP 6498833S2 Moody: Aa1 EAI: $15,120 Current yield: 2.61%	Mar 23, 20	540,000.000	99.281	536,117.40	107.106	578,372.40	42,255.00	ST
UNIV KY GEN RCPTS RV TAX SR B OID99.123 BE/R/ RATE 02.500% MATURES 04/01/24 ACCRUED INTEREST $3,333.32 CUSIP 914378KW3 Moody: Aa2 S&P: AA EAI: $10,000 Current yield: 2.38%	Feb 23, 17	400,000.000	99.505	398,020.00	105.176	420,704.00	22,684.00	LT

continued next page

Your assets ‣ **Fixed income** ‣ **Municipal securities** (continued)

Holding	Trade date	Total face value at maturity ($)	Purchase price($)	Adjusted cost basis ($)	Price on Jul 31 ($)	Value on Jul 31 ($)	Unrealized gain or loss ($)	Holding period
LEXINGTON-FAYETTE URBAN TAX SR B BE/R/ RATE 02.500% MATURES 06/01/25 ACCRUED INTEREST $1,000.00 CUSIP 52908EM83 Moody: Aa2 S&P: AA EAI: $6,000 Current yield: 2.36% Original cost basis: $241,231.20	Sep 21, 17	240,000.000	100.333	240,801.25	105.877	254,104.80	13,303.55	LT
NEW YORK NY CITY TRANSI TAX B-2 RV BE/R/ RATE 02.400% MATURES 08/01/25 ACCRUED INTEREST $5,100.00 CUSIP 64971WP61 Moody: Aa1 S&P: AAA EAI: $10,200 Current yield: 2.24% Original cost basis: $432,097.50	Nov 04, 19	425,000.000	101.465	431,226.98	106.982	454,673.50	23,446.52	ST
NEW YORK NY GO BDS TAX BE/R/ RATE 01.890% MATURES 10/01/25 ACCRUED INTEREST $2,425.50 CUSIP 64966QEH9 Moody: Aa1 S&P: AA EAI: $7,277 Current yield: 1.80%	Nov 04, 19	385,000.000	99.260	382,151.00	104.940	404,019.00	21,868.00	ST
PHILADELPHIA PA AUTH FOR ASSUR TAX RV BE/R/ RATE 00.000% MATURES 04/15/26 DATED DATE 02/03/99 CUSIP 71781LBU2 Moody: A2 S&P: AA Original cost basis: $431,885.00	Jan 07, 20	500,000.000	87.390	436,951.44	86.100	430,500.00	-6,451.44	ST

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Your assets ‣ **Fixed income** ‣ **Municipal securities** (continued)

Holding	Trade date	Total face value at maturity ($)	Purchase price($)	Adjusted cost basis ($)	Price on Jul 31 ($)	Value on Jul 31 ($)	Unrealized gain or loss ($)	Holding period
WISC ST GEN FD APP 2003 TAX SR A RV BE/R/ RATE 02.383% MATURES 05/01/26 ACCRUED INTEREST $3,276.62 CUSIP 977100DC7 Moody: Aa2 S&P: AA- EAI: $13,107 Current yield: 2.24%	Aug 17, 17	550,000.000	97.600	536,800.00	106.270	584,485.00	47,685.00	LT
CALIFORNIA ST FOR PREVIO TAX BE/R/ RATE 02.375% MATURES 10/01/26 ACCRUED INTEREST $3,958.35 CUSIP 13063DRD2 Moody: Aa2 S&P: AA- EAI: $11,875 Current yield: 2.17% Original cost basis: $512,625.00	Jan 22, 20	500,000.000	102.338	511,691.35	109.537	547,685.00	35,993.65	ST
PEMBROKE RESOURCES CORP TAX RV BE/R/ RATE 02.500% MATURES 07/01/27 ACCRUED INTEREST $624.99 CUSIP 70643QHA9 S&P: AA EAI: $7,500 Current yield: 2.45% Original cost basis: $302,046.00	Dec 31, 19	300,000.000	100.632	301,898.91	101.923	305,769.00	3,870.09	ST
NEW YORK N Y TAX B-2 BE/R/ RATE 02.090% MATURES 10/01/27 ACCRUED INTEREST $1,741.67 CUSIP 64966QEK2 Moody: Aa1 S&P: AA EAI: $5,225 Current yield: 1.95%	Nov 04, 19	250,000.000	98.846	247,115.00	107.033	267,582.50	20,467.50	ST
TEXAS A&M UNIV PERM FD TAX RV BE/R/ RATE 02.260% MATURES 07/01/28 ACCRUED INTEREST $941.65 CUSIP 8821176F6 Moody: Aaa S&P: AAA EAI: $11,300 Current yield: 2.11%	Dec 18, 19	500,000.000	99.691	498,455.00	106.929	534,645.00	36,190.00	ST

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Your assets ‣ **Fixed income** ‣ **Municipal securities** (continued)

Holding	Trade date	Total face value at maturity ($)	Purchase price($)	Adjusted cost basis ($)	Price on Jul 31 ($)	Value on Jul 31 ($)	Unrealized gain or loss ($)	Holding period
LYNWOOD CA UNI SCH ST BUILD TAX OID99.119BE/R/ RATE 01.750% MATURES 08/01/28 DATED DATE 03/17/20 ACCRUED INTEREST $4,852.85 CUSIP 551800JG1 S&P: AA EAI: $13,038 Current yield: 1.75%	Mar 18, 20	745,000.000	94.189	701,708.05	99.863	743,979.35	42,271.30	ST
PEMBROKE PINES FL COMMU BUILD TAX RV BE/R/ RATE 04.152% MATURES 10/01/28 CALLABLE 10/01/24 @ 100.00 ACCRUED INTEREST $3,806.00 CUSIP 70643UCX5 S&P: AA EAI: $11,418 Current yield: 3.83% Original cost basis: $301,859.25	Jun 03, 20	275,000.000	109.598	301,394.81	108.347	297,954.25	-3,440.56	ST
UNIV OF AL AT BIR MINGHA TAX SR D RV BE/R/ RATE 02.350% MATURES 10/01/28 ACCRUED INTEREST $4,699.98 CUSIP 914745GC2 Moody: Aa2 S&P: AA EAI: $14,100 Current yield: 2.26% Original cost basis: $602,382.00	Dec 11, 19	600,000.000	100.370	602,224.53	103.790	622,740.00	20,515.47	ST
WEST HOLLYWOOD CA PUB FI TAX SR B OID98.405 BE/R/ RATE 02.000% MATURES 04/01/29 DATED DATE 06/11/20 ACCRUED INTEREST $3,611.14 CUSIP 95332RDM8 S&P: AA+ EAI: $26,000 Current yield: 1.94% Original cost basis: $806,376.00	May 29, 20	800,000.000	100.785	806,283.11	103.045	824,360.00	18,076.89	ST
Original cost basis: $503,425.00	May 29, 20	500,000.000	100.675	503,375.13	103.045	515,225.00	11,849.87	ST
Security total		1,300,000.000		1,309,658.24		1,339,585.00	29,926.76	

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Your assets ‣ **Fixed income** ‣ **Municipal securities** (continued)

Holding	Trade date	Total face value at maturity ($)	Purchase price($)	Adjusted cost basis ($)	Price on Jul 31 ($)	Value on Jul 31 ($)	Unrealized gain or loss ($)	Holding period
NEWPORT MESA CAL UNI SCH CAV6.16 BE/R/ RATE 00.000% MATURES 08/01/29 DATED DATE 06/08/11 CUSIP 652113WF4 Moody: Aaa S&P: AA+ Original cost basis: $250,365.15	Mar 25, 20	315,000.000	80.055	252,174.21	90.781	285,960.15	33,785.94	ST
VIRGINIA ST HSG DEV AUTH TAX SR D RV BE/R/ RATE 02.529% MATURES 06/01/30 DATED DATE 05/27/20 ACCRUED INTEREST $4,496.00 CUSIP 92812VD45 Moody: Aa1 S&P: AA+ EAI: $25,290 Current yield: 2.39% Original cost basis: $1,059,940.00	Jun 03, 20	1,000,000.000	105.905	1,059,056.70	105.786	1,057,860.00	-1,196.70	ST
Total		**$9,565,000.000**		**$9,477,874.51**		**$9,896,089.55**	**$418,215.04**	

Total accrued interest: $53,570.55

Total estimated annual income: $202,340

Government securities

Prices are obtained from independent quotation bureaus that use computerized valuation formulas to calculate current values. Actual market values may vary and thus gains/losses may not be accurately reflected. Cost basis has been adjusted for accreted original issue discount (OID). Cost basis has been automatically adjusted for amortization of bond premium using the constant yield method. If you have made a tax election to deduct the premium amortization on taxable debt securities, you may request that UBS adjust cost basis for the bond premium amortization.

Holding	Trade date	Quantity	Purchase price ($)	Adjusted cost basis ($)	Price on Jul 31 ($)	Value on Jul 31 ($)	Unrealized gain or loss ($)	Holding period
FFCB BOND RATE 2.3700% MATURES 09/23/26 ACCRUED INTEREST $8,426.70 CUSIP 3133EKR24 EAI: $23,700 Current yield: 2.37% Original cost basis: $1,005,000.00	Sep 30, 19	1,000,000.000	100.444	1,004,441.74	100.209	1,002,090.00	-2,351.74	ST

Your assets (continued)

Your total assets

		Value on Jul 31 ($)	Percentage of your account	Cost basis ($)	Estimated annual income ($)	Unrealized gain or loss ($)
Cash alternatives	* **Money market funds**	**5,370,436.37**	**23.12%**		**7,516.00**	
Fixed income	Certificates of deposits and share certificates	6,369,244.00		6,020,200.00	146,434.00	349,044.00
	Asset backed securities	505,229.96		503,945.04	12,076.00	1,284.92
	Municipal securities	9,896,089.55		9,477,874.51	202,340.00	418,215.04
	Government securities	1,002,090.00		1,004,441.74	23,700.00	-2,351.74
	Total accrued interest	87,399.91				
	Total fixed income	**17,860,053.42**	**76.88%**	**17,006,461.29**	**384,550.00**	**766,192.22**
Total		**$23,230,489.79**	**100.00%**	**$17,006,461.29**	**$392,066.00**	**$766,192.22**

* Missing cost basis information.

Account activity this month

	Date	Activity	Description	Amount ($)
Deposits and other funds credited	Jul 7	Deposit	FEDERAL FUNDS DEPOSIT BY CITY OF WEST ST PAUL AT OLNAUS44	1,700,000.00
	Total deposits and other funds credited			**$1,700,000.00**

	Date	Activity	Description	Amount ($)
Dividend and interest income				
Taxable dividends	Jul 31	Dividend	UBS SELECT PRIME INSTITUTIONAL FUND SYMBOL: SELXX	667.46
	Total taxable dividends			**$667.46**
Taxable interest	Jul 1	Interest	PEMBROKE RESOURCES CORP TAX RV BE/R/2.500 070127 DTD 110719 PAID ON 300000 CUSIP: 70643QHA9	3,750.00
	Jul 1	Interest	TEXAS A&M UNIV PERM FD TAX RV BE/R/2.260 070128 DTD 120119 PAID ON 500000 CUSIP: 8821176F6	6,089.44
	Jul 6	Interest	COMENITY BANK DE US RT 02.4000% MAT 06/21/22FIXED RATE JUMBO CD PAID ON 200000 AS OF 07/03/20 CUSIP: 981996RH6	394.52

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Account activity this month (continued)

	Date	Activity	Description	Amount ($)
Dividend and interest income (continued)				
Taxable interest (continued)	Jul 13	Interest	WELLS FARGO NATL B NV US RT 01.8000% MAT 12/13/22FIXED RATE CD PAID ON 245000 CUSIP: 949495AA3	362.47
	Jul 14	Interest	WELLS FARGO BK NA SD US RT 03.5500% MAT 12/14/23FIXED RATE CD PAID ON 245000 CUSIP: 949763VU7	714.86
	Jul 16	Interest	WORLD'S FOREMOST B NE US RT 02.3000% MAT 08/06/20FIXED RATE JUMBO CD PAID ON 200000AS OF 07/06/20 CUSIP: 9159919E5	378.08
	Jul 20	Interest	GNMA PL MA6445M 02.5000DUE 02/20/35 FACTOR 0.966105560000PAID ON 500000 CUSIP: 36179VES5	1,017.92
	Jul 20	Interest	MERRICK BK UT US RT 03.4000% MAT 01/20/23FIXED RATE CD PAID ON 245000 CUSIP: 59013J4X4	684.66
	Jul 20	Interest	MEDALLION BK UT US RT 03.3000% MAT 12/19/22FIXED RATE CD PAID ON 245000 AS OF 07/18/20 CUSIP: 58404DCZ2	664.52
	Jul 20	Interest	BARCLAYS BK DE US RT 02.2000% MAT 07/19/22FIXED RATE CD PAID ON 245000 CUSIP: 06740KKJ5	2,672.85
	Jul 21	Interest	FLAGSTAR BK FSB MI US RT 01.7500% MAT 07/21/20FIXED RATE CD PAID ON 245000 CUSIP: 33847EY76	2,137.88
	Jul 27	Interest	ENERBANK UT US RT 02.0000% MAT 09/27/24FIXED RATE CD PAID ON 245000 CUSIP: 29278TLX6	402.74
	Total taxable interest			**$19,269.94**
	Total dividend and interest income			**$19,937.40**

	Date	Activity	Description	Amount ($)
Other funds debited	Jul 1	Withdrawal	FEDERAL FUNDS TO City of West Saint Paul AT OLD NATIONAL BANK	-500,000.00
	Jul 30	Withdrawal	FEDERAL FUNDS TO City of West Saint Paul AT OLD NATIONAL BANK	-750,000.00
	Total other funds debited			**-$1,250,000.00**

Account activity this month (continued)

Investment transactions

For more information about the price/value shown for restricted securities, see *Important information about your statement* at the end of this document.

Date	Activity	Description	Quantity	Value ($)	Price ($)	Proceeds from investment transactions ($)	Funds withdrawn for investments bought ($)	Accrued interest ($)
Jul 1	Sold	UBS SELECT PRIME INSTITUTIONAL FUND SYMBOL: SELXX	-499,800.080			500,000.00		
Jul 7	Bought	UBS SELECT PRIME INSTITUTIONAL FUND SYMBOL: SELXX	1,709,550.140				-1,710,233.96	
Jul 20	Return Of Principal	GNMA PL MA6445M 02.5000 DUE 02/20/35 FACTOR 0.966105560000 PAID ON 500000 CUSIP: 36179VES5				5,546.48		
Jul 21	Call Redemption	FLAGSTAR BK FSB MI US RT 01.7500% MAT 07/21/20 FIXED RATE CD CUSIP: 33847EY76	-245,000.000			245,000.00		
Jul 24	Bought	UBS SELECT PRIME INSTITUTIONAL FUND SYMBOL: SELXX	259,076.090				-259,179.72	
Jul 30	Sold	UBS SELECT PRIME INSTITUTIONAL FUND SYMBOL: SELXX	-749,297.541			749,597.26		
Jul 31	Reinvestment	UBS SELECT PRIME INSTITUTIONAL FUND DIVIDEND REINVESTED AT 1.00 NAV ON 07/31/20 SYMBOL: SELXX	667.193				-667.46	
Total						**$1,500,143.74**	**-$1,970,081.14**	

	Date	Activity	Description	Amount ($)
Money balance activities	**Jun 30**	**Balance forward**		**$498,982.10**
	Jul 1	Withdrawal	UBS FDIC INSURED DEPOSIT PGM AS OF 06/30/20	-498,982.10
	Jul 2	Deposit	UBS FDIC INSURED DEPOSIT PGM	9,839.44
	Jul 7	Deposit	UBS FDIC INSURED DEPOSIT PGM	1,700,000.00
	Jul 7	Deposit	UBS FDIC INSURED DEPOSIT PGM	394.52
	Jul 8	Withdrawal	UBS FDIC INSURED DEPOSIT PGM AS OF 07/07/20	-1,710,233.96
	Jul 14	Deposit	UBS FDIC INSURED DEPOSIT PGM	362.47
	Jul 15	Deposit	UBS FDIC INSURED DEPOSIT PGM	714.86
	Jul 17	Deposit	UBS FDIC INSURED DEPOSIT PGM	378.08

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Account activity this month (continued)

	Date	Activity	Description	Amount ($)
Money balance activities (continued)	Jul 21	Deposit	UBS FDIC INSURED DEPOSIT PGM	10,586.43
	Jul 22	Deposit	UBS FDIC INSURED DEPOSIT PGM	247,137.88
	Jul 27	Withdrawal	UBS FDIC INSURED DEPOSIT PGM AS OF 07/24/20	-259,179.72
	Jul 28	Deposit	UBS FDIC INSURED DEPOSIT PGM	402.74
	Jul 31	Withdrawal	UBS FDIC INSURED DEPOSIT PGM AS OF 07/30/20	-402.74
	Jul 31	**Closing UBS FDIC-Insured Deposit Program**		**$0.00**

Realized gains and losses

The estimated realized gains and losses shown below are not for tax purposes. Please note that gain or loss recognized on the sale or redemption of certain Structured Products, like Contingent Debt Securities, may be ordinary, and not capital, gain or loss. Please check with your tax advisor. To calculate gains and losses, we liquidate the oldest security lot first. This is known as the first-in, first-out or FIFO accounting method. We use this method unless you specified which tax lot to close when you placed your order. This is known as a versus purchases or VSP order. See *Important information about your statement* at the end of this document for more information. We may not adjust gains and losses for all capital changes. We automatically adjust cost basis for tax-exempt and AMT coupon municipal securities for estimated amortization of bond premiums and for accreted OID for securities issued at a discount. If you requested that UBS adjust cost basis for the bond premium amortization on taxable debt securities then cost basis reflected for these securities has been adjusted. Estimates in the *Unclassified* section can not be classified as short term or long term because information is missing, or the product is one in which the gain/loss calculation is not provided.

Long-term capital gains and losses

Security description	Method	Quantity or face value	Purchase date	Sale date	Sale amount ($)	Cost basis ($)	Wash sale cost basis adjustment($)	Loss ($)	Gain ($)
FLAGSTAR BK FSB MI US RT 01.7500% MAT 07/21/20 FIXED RATE CD	FIFO	245,000.000	Jul 11, 17	Jul 21, 20	245,000.00	245,000.00			

Important information about your statement

UBS Financial Services Inc. (the Firm or UBS Financial Services), is a member of all principal security, commodity and options exchanges. UBS Financial Services and UBS Bank USA are indirect subsidiaries of UBS AG and affiliates of UBS Securities LLC. The Firm's financial statement is available upon request. The Firm's executive offices are at:

UBS Financial Services Inc.
1200 Harbor Boulevard
Weehawken, NJ 07086

This statement represents the only official record of your UBS Financial Services account. Other records, except official tax documents, containing conflicting data should not be relied upon. If you believe there is an error or omission, please report it immediately in writing to the Branch Manager of the office serving your account.

Although all figures shown are intended to be accurate, statement data should not be used for tax purposes. Rely solely on year-end tax forms, (i.e., Form 1099, 5498, 1042S, etc.) when preparing your tax return. The Firm is required by law to report to the IRS all taxable dividends, reportable non-taxable dividends and taxable interest earned on securities held in your account, net proceeds on sale transactions, and cost basis on certain covered securities.

Communications with the Firm

- Please re-confirm any oral communications in writing to further protect your rights, including your rights under the Securities Investor Protection Act (SIPA).
- If the financial institution on the top left of the front of this statement is not UBS Financial Services, UBS Financial Services carries your account as clearing broker by arrangement with the indicated institution. We informed you of this relationship when you opened this account. In this case, your funds and securities are located at UBS Financial Services and not the introducing broker, and you must make a report of any error or omission to **both** firms.
- As described in the account agreements, you must notify us of any errors or fraud involving checks reflected on your statement within 30 days after it was mailed or made available.
- Please direct customer complaints or inquiries to the Firm's Client Relations Department at 201-352-1699 or toll-free at 800-354-9103, 8:00 A.M. to 6:00 P.M. ET Monday through Friday, or in writing to UBS Financial Services Inc., Client Relations Department, P.O. Box 766 Union City, NJ 07087.
- All statements shall be deemed complete and accurate if not objected to in writing within 60 days.
- For TTY services: Call 844-612-0986 or from outside the U.S.: Call 201-352-1495
- In case of errors or questions about an electronic funds transfer (EFT), bill payment or UBS Visa® debit card transactions, call 800-762-1000, or write to UBS Financial Services Inc., 1000 Harbor Blvd., 6th floor, Weehawken, NJ 07086, Attn: RMA/BSA Services.

  Call or write as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. The Firm or Card Issuer (as applicable) must hear from you no later than 60 days after the Firm sent you the first statement on which the error or problem appeared.
  - Provide your name and account number (if any).
  - Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
  - Provide the dollar amount of the suspected error.

The Firm or Card Issuer will investigate your complaint and will correct any error promptly. For alleged errors involving UBS Visa® debit card transactions, if we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

Please make all checks payable to the Firm or the financial institution indicated on the front of this statement. In addition to regular account fees, accounts may be subject to maintenance fees, charges for late payment for securities purchases and charges for unpaid amounts in cash accounts. Accounts that are transferred to other institutions may be subject to a transfer fee.

UBS Sweep Options

UBS offers options for sweeping cash balances to bank deposit accounts at non-affiliated banks and affiliated banks and money market mutual funds (Money Funds). Deposit accounts at UBS Bank USA and non-affiliated banks participating in the UBS FDIC-Insured Deposit Program are FDIC-insured in accordance with FDIC rules. For more information, please visit www.fdic.gov. Deposit accounts at UBS AG Stamford Branch and shares of Money Funds are not insured by the FDIC.

Bank deposits are not protected by SIPC. Money Fund shares are protected by SIPC. See "UBS Financial Services Account Protection" below.

Upon your request, balances in the bank deposits may be withdrawn, and shares of a Money Fund may be liquidated, and the proceeds returned to you or your securities account.

Further information about available sweep options, including current interest rates and yields, is available at www.ubs.com/sweepyields, from your Financial Advisor or by calling 800-762-1000.

UBS Financial Services account protection

The Firm is a member of the Securities Investor Protection Corporation (SIPC), which protects securities customers of its members up to $500,000 (including $250,000 for claims for cash). Explanatory brochure available upon request or at *www.sipc.org*. The SIPC asset protection limits apply to all accounts that you hold in a particular capacity.

The Firm, together with certain affiliates, has also purchased supplemental insurance. The maximum amount payable to all eligible clients, collectively under this protection is $500 million as of December 10, 2019. Subject to the policy conditions and limitations, cash at the Firm is further protected for up to $1.9 million in the aggregate for all your accounts held in a particular capacity. A full copy of the policy wording is available upon request.

Neither the SIPC protection nor the supplemental protection apply to:

- Certain financial assets controlled by (and included in your account value) but held away from UBS Financial Services. For example certain (i) insurance products, including variable annuities, and (ii) shares of mutual funds registered in the name of the account holder on the books of the issuer or transfer agent);
- Investment contracts or investment interests (e.g., limited partnerships and private placements) that are not registered under the Securities Act of 1933;
- Commodities contracts (e.g., foreign exchange and precious metal contracts), including futures contracts and commodity option contracts;
- Securities on loan to UBS Financial Services; and
- Deposit accounts (except certificates of deposit) at UBS Bank USA, UBS AG U.S. branches and banks in the FDIC Insured Deposit Program.

The SIPC protection and the supplemental protection do not apply to these assets even if they otherwise appear on your statements. The SIPC protection and the supplemental protection do not protect against changes in the market value of your investments (whether as a result of market movement, issuer bankruptcy or otherwise).

Dividend Reinvestment Program (DRIP)

The price reflected is an average price. You may obtain the actual price from your Financial Advisor. Only whole shares are purchased under DRIP; partial shares will be sold and the cash will be deposited in your account. The dividend reinvestment price supplied by the issuer may differ from the market price at which the partial shares are sold.

Cash-in-lieu

Only whole units may be held in your account. If you are entitled to a partial unit as a result of a dividend payment or otherwise, the Firm will either sell partial units at market price or accept an amount determined by a registered clearing agency, and credit your account.

Investment objectives

The investment objectives and risk profile are specific to each account and may vary between your accounts. Please advise the Firm promptly in writing of any significant change in your financial situation or investment objectives. For each account held, you choose one of the following investment objectives:

- *Produce Current Income*: Investments seeking the generation of income only.
- *Achieve Capital Appreciation*: Investments seeking growth of principal rather than the generation of income.
- *Produce Combination of Income and Capital Appreciation*: Investments seeking both the generation of income and growth of principal.

Overall risk profiles

- *Conservative*: Seeks to maintain initial principal, with low risk and volatility to the account overall, even if that means the account does not generate significant income or returns and may not keep pace with inflation.
- *Moderate*: Willing to accept some risk to principal and tolerate some volatility to seek higher returns.
- *Aggressive*: Willing to accept high risk to principal and high volatility to seek high returns over time.
- *Investment Eligibility Consideration*: If selected, a portion of the portfolio for that account may include complex strategies, limited liquidity and greater volatility.

Statement "householding"

We may consolidate all related account statements with the same address in the same envelope, e.g. because they have owners who also maintain joint account relationships with other clients at the same address. If you prefer to receive individual statements mailed in separate envelopes, you may decline householding by calling your Financial Advisor.

Friendly account name

The Friendly account name is a customizable "nickname" chosen by you to assist you with your recordkeeping. It has no legal effect on your account, is not intended to reflect any strategy, product, recommendation, investment objective or risk profile associated with your accounts, and is not a promise or guarantee that wealth, or any financial results, can or will be achieved. All investments involve the risk of loss, including the risk of loss of the entire investment. You can change your Friendly account names through Online Services or by contacting your Financial Advisor.

Account overview

- *Value of your account/portfolio.* Net of assets and liabilities.
- *Assets.* Includes available cash balances, values for restricted security (est.), and Global Time Deposits, unrealized marks to market, and certain assets not held by the Firm. Does not include unpriced securities/assets at the end of the prior and current statement periods, or private investments, unvested stock options and exercisable stock options.
- *Liabilities.* Includes debit balances, outstanding margin loans, credit line, short account balances.
- *Cash/money balances.* Total of uninvested available cash balances, plus deposit balances at affiliated and non-affiliated banks, and money market mutual fund sweep balances, at the close of the statement period. Non-commodity free credit balances in your account are not segregated from other balances and the Firm may use any of these funds in the ordinary course of its business. These funds are payable upon your demand. This total is included in the current period closing value.

Lending information

For detailed information on the Firm's lending practices and disclosures, refer to your Client Relationship Agreement or Account Agreement and the General Terms and Conditions. UBS Statement of Credit Practices available in *Agreements and Disclosures* at *www.ubs.com/accountdisclosures*.

Your assets
Your statement itemizes securities and other assets held in the account at the end of the statement period. You may ask for delivery of fully paid securities at any time. You may receive securities used as loan collateral after paying any balance due on them. Any securities transferred to the Firm during the statement period are listed at market value as of the end of the statement period.

- **Cost basis.** In determining the cost basis of the securities included in this statement, where indicated with the number "1," UBS Financial Services has relied on information obtained from sources other than UBS Financial Services, including information from another firm or that you may have provided to your Financial Advisor. The Firm does not independently verify or guarantee the accuracy or validity of any information provided by sources other than UBS Financial Services. In addition, although UBS Financial Services generally updates this information as it is received, the Firm does not provide any assurances that the information under "Cost basis" and "Unrealized gain/loss" is accurate as of the date of this statement. As such, please do not rely on this information to make purchase or sale decisions, for tax purposes or otherwise. Accounts transferred to the Firm may reflect gain/loss information only for the period of time they are held at the Firm. More historical information can be added by your Financial Advisor.
- **Unrealized gains/losses**. When data is available, estimated unrealized gains/losses are calculated for individual security lots. The transaction data for individual lots may or may not reflect commissions, charges and/or security reorganization events. Dividend and other reinvestment lots and systematic purchase lots are each combined to display one averaged lot. The "Trade date" column presents the original transaction trade date.
- **Callable securities**. Bonds and preferred stock that the issuer calls for early redemption will be selected impartially by lot from among all securities of that issue held in our name or in nominee name for our clients. Call feature information is obtained from third parties and its accuracy is not guaranteed. Other call features may exist which could affect yield; complete information will be provided upon request.
- **Price/value**. Prices displayed for securities and other products may be higher or lower than the price that you would actually receive in the market. Prices are obtained from various third party sources which we believe to be reliable, but we do not guarantee their accuracy.
  - We generally use the closing price when available or the mean of the bid and ask prices for listed securities and options or only bid prices for OTC securities.
  - Less actively traded securities may be priced using a valuation model or the most recent price we obtained and may not reflect an actual market price or value.
  - Certain positions may appear without a price and will show as "price was not available" if we are unable to obtain a price for a security.
  - Deposits or securities denominated in currencies other than U.S. dollars are reflected at the exchange rate as of the statement date.
  - For certain securities trading in non-conforming denominations, price and quantity (face value) may have been adjusted to facilitate proper valuation.

  To obtain current quotations, when available, contact your Financial Advisor.

- **Private investments and structured products.** Private investment securities (including direct participation program and real estate investment trust securities) and structured products are generally highly illiquid. Certain structured products have not been registered with the Securities and Exchange Commission or under any state securities laws. We provide estimated values for private investment securities and structured products for informational purposes only. Accuracy is not guaranteed.
  - These values may differ substantially from prices, if any, at which a private investment security or structured product may be bought or sold and do not necessarily represent the value you may receive upon liquidation.
  - Third party estimates of value are as of a certain date and are supplied to UBS Financial Services on a regular basis by an independent valuation firm.
  - Issuer, general partner or sponsor estimated values, if any, are supplied to the Firm by the issuer, general partner or sponsor and may be calculated based on different information from that used by third parties to derive their estimated values.
  - You can obtain additional information regarding the methodology used to determine the estimate of value and the date of the information that is the basis for the estimate by contacting your Financial Advisor.
  - Third party estimated values may be reflected as "Not priced" in several situations: when an independent valuation firm has not supplied or is unable to assign a value, when we become aware that a material event has occurred that may call a previously reported value into question, or when a value would be highly speculative due to the nature of the security.
  - When neither an issuer, general partner or sponsor estimated value nor a third-party estimated value is provided, the value of the security will be different from its purchase price.
  - "Distributions to date" may include return of capital, income or both.
  - "Original unit size" represents the initial offering price per unit and may not reflect your cost basis.
  - DPP and unlisted REIT securities are not listed on a national securities exchange, and are generally illiquid and even if they can be sold, the price received may be less than the per share estimated value provided in the account statement.

- **Restricted securities**. Restricted securities generally are not currently eligible for public sale. UBS Financial Services uses the market price of the unrestricted stock of the same issuer as an imputed value for the restricted stock *for purposes of this statement only*. To the extent that restricted securities are eligible for sale, the value received may be substantially less than the imputed value shown.

- **Est. (estimated) income, current yields and rates.** An estimate of annual income is based on current dividend and interest rates, assuming the securities will be held for one year from statement date or until maturity. This estimate is only a guideline; accuracy and continued income are not guaranteed.
  - Estimated annual income and current yield for certain types of securities could include a return of principal or capital gains in which case the est. income (and current yield) would be overstated.
  - Estimated annual income and current yield and the actual income and yield might be lower or higher than the estimated amounts.
  - An estimate of annualized income (dividend and/or interest) divided by the current market value/average balance is based on the last dividend or interest payment made by the issuer and assumes the securities/deposits will be held for one year from the statement date or until maturity. Accuracy and continued yield are not guaranteed.

- **Assets not held by UBS Financial Services.** Certain assets are not held by the Firm and not within the Firm's possession or control. These assets are displayed on your statement for informational purposes only. Positions and values presented are provided by the issuing firm. UBS Financial Services is not responsible for this information and does not guarantee its accuracy. These assets are not protected by SIPC or the Firm's supplemental SIPC coverage.

- **Revenue sharing and additional compensation.**
  - In addition to commissions on sales and 12b-1 fees received in connection with the distribution of mutual funds to our clients we and/or our affiliate receive revenue sharing payments from distributors and/or advisors of the mutual funds that we sell. These amounts are based on two different components: (i) the amount of sales by UBS of a particular mutual fund family to our clients; and (ii) the asset value of a particular mutual fund family's shares held at the firm.
  - We and our affiliate also receive networking and omnibus processing fees in consideration for transfer agent services that we provide to the mutual funds. These fees generally are paid from investor assets in the mutual fund and are a fixed dollar amount based on the number of accounts at the broker-dealer holding mutual funds of that fund family.
  - In addition to commissions received in connection with the sale or distribution of annuity contracts and unit investment trust units to our clients, we and/or our affiliate receive revenue sharing compensation from many of the insurance companies underwriting the annuity contracts, affiliates of the insurance companies or sponsors of the unit investment trusts we distribute.
  - In addition to commissions received from the purchase and sale of NextShares funds, we and/or our affiliate receive an asset-based revenue sharing payment from NextShares distributors, as well as funding for technology development, training and education.
  - Our affiliates also receive trading commissions and other compensation from mutual funds and insurance companies whose products we distribute.
  - We receive compensation from UBS Bank USA, UBS AG Stamford Branch and non-affiliated banks through our cash sweep programs. This compensation may be a monthly per account fee or may be a percentage of average daily deposit balances.

Activity
Information regarding commissions and other charges incurred in connection with the execution of trades, including option transactions has been included on confirmations previously furnished to you, and will be provided to you promptly on request.

Short selling
If you are engaged in short selling a security, you may incur a charge due to certain borrowing costs for that particular security.

Open orders
Regarding open or "good-till-cancelled" orders that were not executed by the statement date, open buy and sell stop orders are reduced by the amount of dividends or rights on an ex-dividends or ex-rights date unless instructed otherwise by you. You are responsible for orders that are executed due to your failure to cancel existing open orders.

Privacy
To obtain a copy of our current Client Privacy Notice, please contact your Financial Advisor or visit our website at *www.ubs.com/privacypolicy*.

- UBS Financial Services is not a bank. The RMA, Business Services Account BSA and IRMA are brokerage accounts which provide access to banking services and products through arrangements with affiliated banks and other third-party banks, and provides access to insurance and annuity products issued by unaffiliated third-party insurance companies through insurance agency subsidiaries of UBS Financial Services Inc.
- Investment, insurance, and annuity products:
- Not FDIC insured • No bank guarantee• May lose value
- RMA. Resource Management Account, Business Services Account BSA, IRMA and international Resource Management Account are registered service marks of UBS Financial Services Inc.
- VISA is a registered trademark owned by Visa International Service Association and used under license. The UBS Visa credit cards and the UBS Visa debit cards are issued by UBS Bank USA with permission from Visa U.S.A. Incorporated. All other trademarks, registered trademarks, service marks and registered service marks are of their respective companies.

UBS Financial Services Inc. Rev. 202002

General Fund Income Statement

Through 6/30/2020
Summary Listing

Organization	Organization Description	Adopted Budget Amount	June Actual Amount	2020-YTD Actual Amount	Remaining YTD Actual	% of Budget-Spent	
	REVENUE						
30000	Revenues	15,083,361.00	315,493.06	5,251,161.24	9,832,199.76	35%	
	REVENUE TOTALS	$15,083,361.00	$315,493.06	$5,251,161.24	$9,832,199.76	35%	
	EXPENSE						
41110	Mayor and Council	152,054.00	4,977.64	59,823.63	92,230.37	39%	
41120	Charter Commission	1,500.00	.00	462.00	1,038.00	31%	
41320	City Manager / City Clerk	705,932.00	47,616.57	304,024.06	401,907.94	43%	
41350	Marketing and Communications	159,927.00	7,522.14	66,301.30	93,625.70	41%	
41410	Elections	60,348.00	377.45	17,191.23	43,156.77	28%	
41520	Finance	374,936.00	27,459.65	179,688.08	195,247.92	48%	
41610	Legal	362,000.00	23,445.44	127,577.12	234,422.88	35%	
41910	Planning & Community Development	437,560.00	21,818.31	145,541.74	292,018.26	33%	
41915	Recycling Dept.	67,701.00	4,061.91	26,872.13	40,828.87	40%	No spring programs.
41920	Information Technology	474,124.00	25,281.47	250,824.15	223,299.85	53%	Maintenance agreements are higher then budgeted
41940	City Hall Building	229,910.00	13,671.95	86,791.34	143,118.66	38%	Position unfilled for several months
41945	PW Facility	73,745.00	8,252.69	41,188.89	32,556.11	56%	
42100	Police	6,068,118.00	493,215.00	2,911,268.17	3,156,849.83	48%	Unfilled CSO position; Unfilled Lieutenant position
42200	Fire	2,582,003.00	622,506.00	1,899,887.00	682,116.00	74%	3 qtrs. paid for
42401	Building Inspections	397,525.00	30,648.32	187,376.91	210,148.09	47%	Unfilled Permit technician position
42500	Civil Defense	18,580.00	1,029.18	13,246.53	5,333.47	71%	Annual payments
43000	Engineering	196,089.00	12,375.18	82,547.71	113,541.29	42%	
43100	Streets	1,397,597.00	88,178.06	708,354.02	689,242.98	51%	
43160	Street Lighting	143,125.00	8,443.54	47,101.53	96,023.47	33%	
44140	Human Resources	137,003.00	3,352.86	26,350.05	110,652.95	19%	No spring programs.
45000	Parks and Recreation	1,043,584.00	69,085.62	408,765.61	634,818.39	39%	Reduced seasonal hiring, no Spring programs-Reduced Summer programs; Sharing Rec programmer with Building and Inspections
49200	Unallocated	.00	.00	.00	.00	0%	
49999	Disaster Plan/Recovery	.00	15,960.43	85,673.34	(85,673.34)		No budget; To be reimbursed with CARES
	EXPENSE TOTALS	$15,083,361.00	$1,529,279.41	$7,676,856.54	$7,406,504.46	51%	
	Fund **101 - General Fund** Totals						
	REVENUE TOTALS	15,083,361.00	315,493.06	5,251,161.24	9,832,199.76	35%	
	EXPENSE TOTALS	15,083,361.00	1,529,279.41	7,676,856.54	7,406,504.46	51%	
	Fund **101 - General Fund** Net Gain (Loss)	$0.00	($1,213,786.35)	($2,425,695.30)	$2,425,695.30		

August 25, 2020

Ryan Schroeder
City Administrator
City of West St. Paul
1616 Humboldt Avenue
West St. Paul, Minnesota 55118

Re: City of West St. Paul
Police Renovation
Commission No. 192110

Dear Ryan:

We have concluded our review of various contract changes for the renovation of the Police Facility and the following recommendations represents a fair value for the work. This change order includes the following items:

GCPR 11 **ADD $1,998.00**
The high density storage units were revised to meet the storage needs of the Owners. The cost and scope of work were approved.

GCPR 15 **REJECTED**
There was discussion about removing the high density storage units. Parkos provided a cost for a potential credit, but it was rejected by the Owners.

GCPR 26 **ADD $9,570.00**
Due to unforeseen conditions at the existing curtain wall system openings, additional work and materials were needed to adequately install the new windows. This cost includes pulling the existing roof back and installing added support at the larger spanned parapets.

GCPR 27 **REJECTED**
This GCPR reflects the cost to paint the existing doors and window frames in Phase ll to match the new finish selections. It was decided to not proceed with this scope and it has been rejected by the Owners.

GCPR 28 **REJECTED**
It was discussed with the Owners to have the existing stairwell painted. The scope of work and cost was rejected.

GCPR 29 **REJECTED**
The scope of work and cost for this GCPR is equivalent to PR 10.

GCPR 30 **SEE CHANGE ORDER #3**
This reflects the scope of additional floor prep in Phase ll which has been accounted for in Change Order #3.

Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101
woldae.com | 651 227 7773

PLANNERS
ARCHITECTS
ENGINEERS

GCPR 31 **ADD** **$270.00**
It was requested to have the PD entry/vestibule be primed and painted. This cost includes labor and materials.

GCPR 32 **ADD** **$2,062.00**
It was desired by the Owners to have the new electrical panel be fed from the existing generator. This cost includes labor and materials.

GCPR 33 **ADD** **$345.00**
It was requested by the Owner to disconnect electrical partition whips in an existing office. This cost reflects the labor and materials.

GCPR 34 **ADD** **$1,878.00**
Additional electrical devices were requested by the Owner to be installed in the Reception Area. This cost reflects the labor and materials for installation.

PR 8R **ADD** **$398.00**
This cost reflects the revised shower curb in the Men's Locker Room, wall revisions in the Sergeant's Office and ceiling revisions in Phase ll.

PR 9 **ADD** **$10,488.00**
This PR includes revisions to existing offices to have new floor and wall finishes, revised walls in Office A106, and the installation of new ACT in the corridors and public/group

PR 10 **ADD** **$3,076.00**
This cost reflects the additional receptacles and data added to adequately provide power in Offices A113 and A115.

Total Change Order No. 04 **ADD** **$30,085.00**

Once approved by the City Council, please have this Change Order signed and returned to my attention. If you have any questions, please do not hesitate to call.

Sincerely,

Wold Architects and Engineers

Melissa Stein
Associate

cc: Nou Xiong (letter only)
Contract File (letter only)

SS/CI_West St. Paul/192110/crsp/aug20

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Change Order

PROJECT: *(Name and address)*	**CONTRACT INFORMATION:**	**CHANGE ORDER INFORMATION:**
City of West St. Paul Police Renovation (Commission No. 192110) 1616 Humboldt Avenue West St. Paul, Minnesota 55118	Contract For: General Construction Date: November 20, 2019	Change Order Number: Four (4) Date: August 25, 2020
OWNER: *(Name and address)* City of West St. Paul 1616 Humboldt Avenue West St. Paul, Minnesota 55118	**ARCHITECT:** *(Name and address)* Wold Architects and Engineers 332 Minnesota Street, Suite W2000 Saint Paul, Minnesota 55101	**CONTRACTOR:** *(Name and address)* Parkos Construction 1010 South Robert Street West St. Paul, Minnesota 55118

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

GCPR 11 - *ADD $1,998.00*
GCPR 15 - *REJECTED*
GCPR 26 – *ADD $9,570.00*
GCPR 27 – *REJECTED*
GCPR 28 – *REJECTED*
GCPR 29 – *SCOPE & COST IS INCLUDED IN PROPOSAL REQUEST #10*
GCPR 30 – *SCOPE & COST IS INCLUDED IN CHANGE ORDER #3*
GCPR 31 – *ADD $270.00*
GCPR 32 – *ADD $2,062.00*
GCPR 33 - *ADD $345.00*
GCPR 34 - ADD $1,878.00
PR 8R – *ADD $398.00*
PR 9 – *DEDUCT $10,488.00*
PR 10 – *ADD $3,076.00*

TOTAL CHANGE ORDER NO. 4 ADD $30,085.00

The original Contract Sum was	$	752,600.00
The net change by previously authorized Change Orders	$	121,121.38
The Contract Sum prior to this Change Order was	$	873,721.38
The Contract Sum will be increased by this Change Order in the amount of	$	30,085.00
The new Contract Sum including this Change Order will be	$	903,806.38

The Contract Time will be increased by Thirty-eight (38) days.
The new date of Substantial Completion will be July 8, 2020

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

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User Notes: (3B9ADA58)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Wold Architects and Engineers	Parkos Construction	City of West St. Paul
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
Melissa Stein		
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Melissa Stein | Associate		
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
8.25.2020		
DATE	**DATE**	**DATE**

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User Notes: (3B9ADA58)

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Dave Schletty, Assistant Parks & Recreation Director**

Date: **September 14, 2020**

Installation of Air Purification/Ionizing System in Dome

BACKGROUND INFORMATION:

The Regional Athletics Center (Dome) reopened its doors in late June with many guidelines and restrictions in place, due to COVID-19. To date there has been minimal usage, due to health concerns and the fact that there is less athletic activities taking place during the pandemic. Staff has been working with prior user groups to schedule time for the upcoming prime season (November – April). Many groups are still concerned about the safety of their participants and following very strict guidelines for returning to play. One question that continually comes up is what is the "Dome" doing to ensure safety through cleaning and sanitizing protocols? Staff has developed guidelines for cleaning to ensure safety of participants, including regular cleaning and sanitizing of lobby, bathrooms, door handles and other regular touch points within the facility; limited capacity to meet CDC/State guidelines; modified schedules to limit group interaction at changeovers; and regular chemical sanitizing of the turf.

In recent meetings with other dome managers, staff was made aware of other facilities looking at and already installing air purification systems. What these systems basically do is ionize air particles prior to sending them into the dome through our HVAC system. The ionized air particles fill the dome and reduce or eliminate harmful particles by binding to them and destroying them. It would be similar to hand sanitizer applied to your skin. While this will not completely remove the chance of COVID-19 exposure, it will greatly decrease it and show our users that we are doing everything we can to keep them safe. Staff feels the installation of this system will help increase the dome usage in the immediate future, until the COVID-19 threat has been reduced through vaccines or other measures.

FISCAL IMPACT:

Staff has received three quotes from reputable contractors to install the air purification system on the Dome and Lobby HVAC systems:

UHL	$17,656
Albers Mech.	$18,645
Sun Mech.	$20,000

UHL is the lowest quote, and currently has the contract for annual maintenance on the Dome mechanicals, so they are very familiar with the system.

Additionally, staff believes that the installation of this system is CARES ACT eligible, since it was not a previously budgeted improvement, and therefore would not affect the annual Dome budget.

STAFF RECOMMENDATION:

Authorize the installation of an air purification/ionizing system in the Regional Athletics Center (Dome) by UHL, for a sum of $17,656. Additionally, Council should approve the allocation of CARES ACT funds to cover the cost of this project.

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Melissa Sonnek, City Planner**

Date: **September 14, 2020**

Re-Enrollment of Livable Communities Act (LCA) Program – 2021-2030

BACKGROUND INFORMATION:

In order to maintain eligibility for grants and/or loans through the Metropolitan Council's Livable Communities Act (LCA), cities are required to re-enroll every 10 years, by creating a Housing Plan (already adopted by Council on 07/27/2020) and establishing affordable and life-cycle housing goals through a resolution.

The attached resolution identifies housing goals for the next ten years, these numbers are also included in the 2040 Comprehensive Plan. West St. Paul's assigned housing goals are 66 - 120 new affordable housing units, and 400 life-cycle housing units.

FISCAL IMPACT:

If approved, this would allow the City to continue to apply for grant funding and loans through the Livable Communities Act.

STAFF RECOMMENDATION:

Consider the approval of the attached resolution to continue participation in the Livable Communities Act program.

ATTACHMENTS:

Resolution

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 20-

ELECTING TO PARTICIPATE IN THE
LOCAL HOUSING INCENTIVES ACCOUNT PROGRAM
UNDER THE METROPOLITAN LIVABLE COMMUNITIES ACT

CALENDAR YEARS 2021 THROUGH 2030

WHEREAS, the Metropolitan Livable Communities Act (Minnesota Statutes sections 473.25 to 473.255) establishes a Metropolitan Livable Communities Fund which is intended to address housing and other development issues facing the metropolitan area defined by Minnesota Statutes section 473.121; and

WHEREAS, the Metropolitan Livable Communities Fund, comprising the Tax Base Revitalization Account, the Livable Communities Demonstration Account, the Local Housing Incentive Account, and the Inclusionary Housing Account, is intended to provide certain funding and other assistance to metropolitan-area municipalities; and

WHEREAS, a metropolitan-area municipality is not eligible to receive grants or loans under the Metropolitan Livable Communities Fund or eligible to receive certain polluted sites cleanup funding from the Minnesota Department of Employment and Economic Development, unless the municipality is participating in the Local Housing Incentives Account Program under Minnesota Statutes section 473.254; and

WHEREAS, the Metropolitan Livable Communities Act requires that each municipality establish affordable and life-cycle housing goals for that municipality that are consistent with and promote the policies of the Metropolitan Council as provided in the adopted Metropolitan Development Guide; and

WHEREAS, a metropolitan-area municipality can participate in the Local Housing Incentives Account Program under Minnesota Statutes section 473.254 if: (a) the municipality elects to participate in the Local Housing Incentives Program; (b) the Metropolitan Council and the municipality successfully negotiate new affordable and life-cycle housing goals for the municipality; (c) the Metropolitan Council adopts by resolution the new negotiated affordable and life-cycle housing goals for the municipality; and (d) the municipality establishes it has spent or will spend or distribute to the Local Housing Incentives Account the required Affordable and Life-Cycle Housing Opportunities Amount (ALHOA) for each year the municipality participates in the Local Housing Incentives Account Program.

NOW, THEREFORE, BE IT RESOLVED THAT the West St. Paul City Council:

1. Elects to participate in the Local Housing Incentives Program under the Metropolitan Livable Communities Act for calendar years 2021 through 2030.

2. Agrees to the following affordable and life-cycle housing goals for calendar years 2021 through 2030:

Affordable Housing Goals Range	Life-Cycle Housing Goal
66 - 120	400

3. Will prepare and submit to the Metropolitan Council a plan identifying the actions it plans to take to meet its established housing goals.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 14th day of September, 2020.

Attest:

_____ _____

David J. Napier, Mayor Shirley R Buecksler, City Clerk

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

From: **Ryan Schroeder, City Manager**

Date: **September 1, 2020**

Final Reading of Ordinance No. 20-017 Approving Cable Franchise

BACKGROUND INFORMATION:

On August 31, 2020, the City Council was asked to consider adopting the Comcast Cable Television Franchise Ordinance ("Ordinance") as recommended by the Northern Dakota County Cable Communications Commission ("Commission") and approving a Summary of the Ordinance for publication in the newspaper of public record, and to consider authorizing the Commission to execute the mutually agreed-upon Side Letter with Comcast.

Reference Materials:

1. Resolution approved by the Commission at its August 5, 2020, meeting;
2. PowerPoint presentation provided by Brian Grogan, the Commission's outside legal counsel;
3. Recommended Ordinance to be considered by the City;
4. Mutually agreed-upon side letter to be executed by the Commission and Comcast ("Side Letter");
5. Recommended Summary of Ordinance for Publication in the newspaper of public record;

Background:

The current cable television franchise was adopted in 2000 and initially expired in 2015. In accordance with federal law, the franchise renewal process began in 2012. For a number of reasons including corporate mergers, application for a competing franchise by CenturyLink, and marketplace uncertainty caused by a new FCC Order, the renewal process was delayed several times, and multiple extensions of the current cable television franchise term were granted by the City.

The Commission is a Joint Powers Cooperative comprised of seven (7) Member Cities (Inver Grove Heights, Lilydale, Mendota, Mendota Heights, South St. Paul, Sunfish Lake and West St. Paul, Minnesota). The Commission is authorized to negotiate, recommend, enforce, and administer the cable television franchise on behalf of the Member Cities, however, each individual Member City adopts a cable television franchise as a City Ordinance according to its own ordinance procedures.

In July of 2020, the Commission and Comcast came to mutual agreement on terms and conditions of a renewal franchise. On August 5, 2020, the Commission passed a resolution recommending adoption of the renewal franchise with strong support of all commissioners in attendance. Comcast is in full support of the recommended ten-year renewal franchise and has agreed to execute the franchise as soon as all seven Member Cities have adopted the Ordinance.

On August 19th, Member Cities Management Staff, IT Staff, and City Attorneys attended a briefing presented by the Commission's Executive Director, Jodie Miller, the Commission's outside legal

counsel, Brian Grogan of Moss & Barnett, and LMCIT-assigned litigation attorneys, John Baker and Katherine Swenson of Greene Espel. A summary of the presentation is included in the meeting materials.

The ten-year renewal franchise provides the continuation of the 5% of gross revenues franchise fee, and improves PEG fee funding from the per subscriber, per month flat fee to a PEG fee in the amount of 2.25% of gross revenues. The renewal franchise maintains strong customer service and rights-of-way protections, and enforcement tools including a bond and a letter of credit security fund. Resources for local PEG programming including channels, technical support, and funding for capital purchases are retained, and High Definition (HD) channels are available within 90 days of enactment. Most importantly, the Commission and Comcast found a mutual solution to continuing many of the non-cash requirements in the current franchise. Important technical support items such as transmission of live signals from city halls, connections with other metro area stations to share programming, and cable TV service at city halls and the Commission's office, will continue without the threat of a future deduction from franchise fee payments as allowed by the 2019 FCC "621 Order." The "winding down" of the fiber I-Net that was used by cities, school districts, and other institutional users under the current franchise, is covered within the attached side letter.

Budget Impact:

The Commission will continue to receive the franchise fee and PEG fee revenues from Comcast on behalf of the Member Cities. Under the Joint Powers Agreement, the Commission remits an annual payment of 25% of the franchise fees to each Member City in its proportionate share of the total subscriber base. The Commission and Town Square Television utilize 75% of the franchise fees and the PEG fee revenues to provide PEG programming and franchise administration to the community on behalf of the Member Cities.

Cable television subscribership has gradually declined over the past few years with the changes in the marketplace and video viewing trends. This ten-year renewal franchise will provide some certainty and a stabilization of the PEG fee capital funding as Town Square Television and the Commission work on strategic planning for sustainability, assuming that the traditional cable video market transitions to an all-internet industry.

Recommendation:

The City Council follow the recommendation of the Commission, including the two Commission Representatives, WSP Council Representative John Justen and WSP Citizen Representative Jane Zaspel, by approving the attached Ordinance.

Action Required:

If the City Council concurs, it should by motion, direct the following:

1. Hold final reading of the attached Ordinance No. 20-017
2. Approve the attached Summary of Ordinance for publication in the newspaper of public record after the second reading; and
3. Authorize the Commission to execute the attached Side Letter with Comcast.

STAFF RECOMMENDATION:

Hold a final reading of the proposed ordinance.

CITY OF WEST ST. PAUL, MINNESOTA

ORDINANCE GRANTING A CABLE TELEVISION FRANCHISE

TO

COMCAST OF ST. PAUL, INC.

JULY 30, 2020

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CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. 20-017

AN ORDINANCE RENEWING THE GRANT OF A FRANCHISE TO COMCAST OF ST. PAUL, INC. TO OPERATE AND MAINTAIN A CABLE SYSTEM IN THE CITY OF WEST ST. PAUL, MINNESOTA; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF A FRANCHISE; PROVIDING FOR CITY REGULATION AND ADMINISTRATION OF THE CABLE SYSTEM; TERMINATING THE PRIOR FRANCHISE

FINDINGS

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

2. Comcast of St. Paul, Inc., a Delaware corporation ("Grantee") has operated a Cable System in the City, under a cable television franchise granted pursuant to a Cable Television Franchise Ordinance approved on or about April 1, 2000.

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

4. The City has determined that it is in the best interest of the City and its residents to renew the cable television franchise with Grantee.

5. The Franchise granted to Grantee by the City is nonexclusive and complies with existing applicable Minnesota Statutes, federal laws and regulations.

6. The City has exercised its authority under Minnesota law to enter into a Joint and Cooperative Agreement, and an Amended Joint and Cooperative Agreement, with other cities authorized to grant cable communications franchises, and has delegated authority to the Northern Dakota County Cable Communications Commission to make recommendations to the City regarding this Franchise and to be responsible for the ongoing administration and enforcement of this Franchise as herein provided.

NOW, THEREFORE, THE CITY OF WEST ST. PAUL DOES ORDAIN that a franchise is hereby granted to Comcast of St. Paul, Inc., to operate and maintain a Cable System in the City upon the following terms and conditions:

SECTION 1 DEFINITIONS

For the purpose of this Franchise, the following, terms, phrases, words, derivations and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory.

1.1 "Affiliate" means any Person controlling, controlled by or under common control of Grantee.

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

1.3 "Basic Cable Service" means any service tier which includes the lawful retransmission of local television broadcast, as set forth in Applicable Law, currently 47 U.S.C. § 522(3).

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

1.5 "Cable Service" means (a) the one-way transmission to Subscribers of (i) Video Programming or (ii) other programming service, and b) Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service, as set forth in Applicable Law, currently 47 U.S.C. § 522(6). For the purposes of this definition, "other programming service" means information that a cable operator makes available to all Subscribers generally.

1.6 "Cable System" or "System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within a community, but such term does not include:

(a) a facility that serves only to retransmit the television signals of one (1) or more television broadcast stations;

(b) a facility that serves Subscribers without using any Streets;

(c) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. § 201 et seq., except that such facility shall be considered a Cable System (other than for purposes of 47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

(d) an open video system that complies with section 47 U.S.C. § 573; or

(e) any facilities of any electric utility used solely for operating its electric utility system.

Unless otherwise specified, it shall in this document refer to the Cable System constructed and operated in the City under this Franchise.

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

1.7 "City" means the City of West St. Paul, a municipal corporation in the State of Minnesota, acting by and through its City Council, or its lawfully appointed designee.

1.8 "City Code" means the Municipal Code of the City of West St. Paul, Minnesota, as may be amended from time to time.

1.9 "Commission" means the Northern Dakota County Cable Communications Commission or its successors or delegations, including representatives of the Member Cities as may exist pursuant to a then valid and existing Joint and Cooperative Agreement and Amended Joint and Cooperative Agreement between Member Cities.

1.10 "Converter" means an electronic device, including Digital Transport Adapters, which converts signals to a frequency not susceptible to interference within the television receiver of a Subscriber, and by an appropriate Channel selector also permits a Subscriber to view all Cable Service signals.

1.11 "City Council" means the governing body of the City of West St. Paul, Minnesota.

1.12 "Day" means a calendar day, unless otherwise specified.

1.13 "Drop" means the cable that connects the Subscriber terminal to the nearest feeder cable of the cable.

1.14 "Effective Date" means the date adopted by the last Member City Council, or the date executed by both parties in accordance with Section 17.6 herein, whichever is later.

1.15 "FCC" means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.

1.16 "Franchise" means the right granted by this Franchise Ordinance and the regulatory and contractual relationship established hereby.

1.17 "Franchise Area" means the entire geographic area within the City as it is now constituted or may in the future be constituted.

1.18 "Franchise Fee" means the fee assessed by the City to Grantee, in consideration of Grantee's right to operate the Cable System within the City's Streets, determined in amount as a percentage of Grantee's Gross Revenues and limited to the maximum percentage allowed for such assessment by federal law. The term Franchise Fee does not include the exceptions noted in 47 U.S.C. §542(g)(2)(A-E).

1.19 "GAAP" means generally accepted accounting principles as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC").

1.20 "Gross Revenues" means, and shall be construed broadly to include all revenues derived directly or indirectly by Grantee and/or an Affiliated Entity that is the cable operator of the Cable System, from the operation of Grantee's Cable System to provide Cable Services within the City. Gross Revenues include, by way of illustration and not limitation:

(a) monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, pay-per-view, pay-per-event, and video-on-demand Cable Services);

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

(c) Converter, digital video recorder, remote control, and other Cable Service equipment rentals, leases, or sales;

(d) installation, disconnection, reconnection, change-in service, "snow-bird" fees;

(e) Advertising Revenues as defined herein;

(f) late fees, convenience fees, and administrative fees;

(g) other service fees such as HD fees, convenience fees, broadcast fees, regional sports fees, home tech support fees, bill payment fees for in-person or phone payments, additional outlet fees, and related charges relating to the provisions of Cable Service;

(h) revenues from program guides and electronic guides;

(i) Franchise Fees;

(j) FCC regulatory fees;

(k) except as provided in subsection (ii) below, any fee, tax or other charge assessed against Grantee by municipality, which Grantee chooses to pass through and collect from its Subscribers; and

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

(i) "Advertising Revenues" shall mean revenues derived from sales of advertising that are made available to Grantee's Cable System Subscribers within the City and shall be allocated on a pro rata basis using total Cable Service Subscribers reached by the advertising. Additionally, Grantee agrees that Gross

Revenues subject to Franchise Fees shall include all commissions, representative fees, Affiliated Entity fees, or rebates paid to National Cable Communications and Comcast Spotlight or their successors associated with sales of advertising on the Cable System within the City allocated according to this paragraph using total Cable Service Subscribers reached by the advertising.

(ii) "Gross Revenues" shall not include:

1. actual bad debt write-offs, except any portion which is subsequently collected, which shall be allocated on a *pro rata* basis using Cable Services revenue as a percentage of total Subscriber revenues within the City;

2. Public, Education and Government (PEG) Fees; and

3. unaffiliated third-party advertising sales agency fees which are reflected as a deduction from revenues.

Grantee shall allocate fees and revenues generated from bundled packages and services to cable revenues pro rata based on current published rate card for the packaged services delivered on a stand-alone basis as follows:

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

(ii) Grantee reserves the right to change the allocation methodologies set forth in this section in order to meet the standards required by governing accounting principles as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Grantee will explain and document the required changes to the City upon request or as part of any audit or review of Franchise Fee payments, and any such changes shall be subject to the next subsection below.

(iii) Resolution of anydisputes over the classification of revenue should first be attempted by agreement of the parties, but should no resolution be reached, the parties agree that reference shall be madeto GAAP as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Notwithstanding the foregoing, the City reserves its right to challenge Grantee's calculation of Gross Revenues, including the interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.

1.21 "Member Cities" means those cities that are parties to a then valid and existing joint powers agreement which, at the time of granting this Franchise, include Inver Grove Heights, Lilydale, Mendota, Mendota Heights, South St. Paul, Sunfish Lake, and West St. Paul.

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

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

1.24 "PEG" means public, education and government.

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

1.26 "Street" means the area on, below, or above a public roadway, highway, street, cartway, bicycle lane, and public sidewalk in which the City has an interest, including other dedicated rights-of-way for travel purposes and utility easements. A Street does not include the airwaves above a public right-of-way with regard to cellular or other nonwire telecommunications or broadcast service.

1.27 "Subscriber" means a Person who lawfully receives Cable Service.

1.28 "Video Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

1.29 "Wireline MVPD" means any entity, including the City, that utilizes the Streets to install cable or fiber and is engaged in the business of making available for purchase, by Subscribers, multiple Channels of Video Programming in the City, which could also include the City. For purposes of this Franchise, the term "Wireline MVPD" shall not be limited to entities defined by the FCC as "multichannel video programming distributors" and shall include entities that provide multiple Channels of Video Programming via open video systems, as defined by the FCC, but it is the intent of the Grantee and the City that the term Wireline MVPD shall not include small cell providers, unless the City has the legal authority under Applicable Law to regulate or to impose cable franchise obligations upon such small cell providers.

SECTION 2 FRANCHISE

2.1 **Grant of Franchise**. The City hereby authorizes Grantee to occupy or use the City's Streets subject to: 1) the provisions of this non-exclusive Franchise to provide Cable Service within the City; and 2) all applicable provisions of the City Code. Unless this Franchise has expired pursuant to Section 2.8 herein or this Franchise is otherwise terminated pursuant to Section 11.2

herein, this Franchise shall constitute both a right and an obligation to provide Cable Services as required by the provisions of this Franchise. Nothing in this Franchise shall be construed to prohibit Grantee from: (1) providing services other than Cable Services to the extent not prohibited by Applicable Law; or (2) challenging any exercise of the City's legislative or regulatory authority in an appropriate forum. The City hereby reserves all of its rights to regulate such other services to the extent not prohibited by Applicable Law and no provision herein shall be construed to limit or give up any right to regulate.

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

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

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

2.5 **Franchise Nonexclusive**. The Franchise granted herein shall be nonexclusive. The City specifically reserves the right to grant, at any time, such additional franchises for a Cable System as it deems appropriate provided, however, such additional grants shall not operate to materially modify, revoke, or terminate any rights previously granted to Grantee other than as described in Section 17.18. The grant of any additional franchise shall not of itself be deemed to constitute a modification, revocation, or termination of rights previously granted to Grantee. Any additional cable franchise grants shall comply with Minn. Stat. § 238.08 and any other applicable federal level playing field requirements.

2.6 **Periodic Public Review of Franchise**. The City may conduct a public review of the Franchise. The purpose of any such review shall be to ensure, with the benefit of full opportunity for public comment, that the Grantee continues to effectively serve the public in accordance with Applicable Law, and considering any new cable technology, Grantee's performance with the requirements of this Franchise, local regulatory environment, community needs and interests, and

other such factors. So long as Grantee receives reasonable notice, Grantee shall cooperate in good faith. The review shall not operate to modify or change any provision of this Franchise without mutual written consent in accordance with Section 17.7 of this Franchise. The City and Grantee shall each be responsible for their own costs regarding the conduct of, or cooperation with, any such periodic review.

2.7 **Transfer of Ownership**.

(a) A sale or transfer of this Franchise, including a sale or transfer by means of a "fundamental corporate change," as defined in Minn. Stat. § 238.083 subd. 1, or the sale or transfer of stock in Grantee so as to create a new "controlling interest," as defined in Minn. Stat. § 238.083 subd. 6, in the Cable System, shall require the written approval of the City. Grantee shall submit a written request to the City for the City's approval, provided, however, that said approval shall not be required where Grantee grants a security interest in its Franchise and assets to secure an indebtedness. The written approval of the City shall not be required under this section for internal corporate reorganizations involving Affiliates or pledges of the Franchise as collateral or security for any loan or other debt instrument.

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

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

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

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

(f) If the City has issued a written notice of franchise violation in accordance with the terms of this Franchise, the transfer may be conditioned upon the transferee agreeing to a mutually acceptable remediation plan. The approval of any transfer of ownership pursuant to this section shall not be deemed to waive any rights of the City to subsequently enforce noncompliance issues relating to this Franchise even if such issues predated the approval, whether known or unknown to the City.

2.8 **Expiration**. Upon expiration of the Franchise, the City shall have the right at its own election and subject to Grantee's rights under Section 626 of the Cable Act to:

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

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

(c) invite additional franchise applications or proposals;

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

(e) take such other action as the City deems appropriate.

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

2.10 **Continuity of Service Mandatory**. It shall be the right of all Subscribers to receive Cable Service in accordance with the terms of this Franchise and Applicable Law. In the event that Grantee elects to overbuild, rebuild, modify, or transfer the system in accordance with Section 2.7, or the City revokes or fails to renew the Franchise, Grantee shall make its best effort to ensure that all Subscribers receive continuous uninterrupted service, regardless of the circumstances, while the Franchise remains effective. In the event of expiration, revocation/termination, purchase, lease-purchase, condemnation, acquisition, taking over or holding of plant and equipment, sale, lease, or other transfer to any other Person, including any other grantee of a cable communications franchise, the current Grantee shall cooperate fully to operate the system in accordance with the terms and conditions of this Franchise for a temporary period sufficient in length to maintain continuity of service to all Subscribers.

SECTION 3 OPERATION IN STREETS AND RIGHTS-OF-WAY

3.1 Use of Streets.

(a) Grantee may, subject to the terms of this Franchise and the City Code, erect, install, construct, repair, replace, reconstruct and retain in, on, over, under, upon, across and along the Streets within the City such lines, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Cable System within the City. Without limiting the foregoing, Grantee expressly agrees that it will construct, operate and maintain its Cable System in compliance with, and subject to, the requirements of the City Code,

including by way of example and not limitation, those requirements governing the placement of Grantee's Cable System; and with other applicable City Codes, and will obtain, pay for and maintain all permits and bonds required by the City Code in addition to those required in this Franchise.

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

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

(d) Nothing in this Franchise shall be construed to prevent the City from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Street; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.

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

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

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

3.5 **Undergrounding**.

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

(i) all other existing utilities are required to be placed underground by statute, resolution, policy or other Applicable Law;

(ii) Grantee is unable to get pole clearance;

(iii) underground easements are obtained from developers of new residential areas; or

(iv) utilities are overhead but residents prefer underground (undergrounding provided at cost paid by benefitted residents).

(b) If an ordinance is passed which involves placing underground certain utilities including Grantee's cable plant which is then located overhead, Grantee shall participate in such underground project and shall remove poles, cables and overhead wires if requested to do so and place facilities underground. The City and Grantee shall comply with the provisions of Minn. Rules, Chapter 7819.3100 governing the relocation of existing facilities. Nothing in this Franchise shall mandate that City provide reimbursement to Grantee for the costs of such relocation and removal, and the Grantee shall not seek damages or other compensation from the City for such compliance, unless reimbursement is mandatory under Minn. Rules, Chapter 7819.3100. However, if the City makes available funds for the cost of placing facilities underground, nothing herein shall preclude the Grantee from participating in such funding to the extent consistent with the City Code or Applicable Laws. If non-City funds, such as funds from residents or state or federal grant funding, are made available to place electric or telephone lines underground, nothing herein shall prohibit Grantee from participating in such funding.

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

3.6 **Maintenance and Restoration**.

(a) Restoration. In case of disturbance of any Street, public way, paved area or public improvement, Grantee shall, at its own cost and expense and in accordance with the requirements of the City Code restore such Street, public way, paved area or public improvement to substantially the same condition as existed before the work involving such disturbance took place. All requirements of this section pertaining to public property shall also apply to the restoration of private easements and other private property. Grantee shall perform all restoration work within a reasonable time and with due regard to seasonal working conditions. If Grantee fails, neglects or refuses to make restorations as required under this section and any applicable City Code provision, then the City may do such work or cause it to be done, and the cost thereof to the City shall be paid by Grantee. If Grantee

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

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

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

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

3.8 **Relocation**.

(a) Public Property. Grantee shall relocate its System and facilities in accordance with the City Code. In addition, if, during the term of the Franchise, the City or any government entity elects or requires a third party to alter, repair, realign, abandon, improve, vacate, reroute or change the grade of any Street or other public property; or to construct, maintain or repair any public improvement; or to replace, repair install, maintain, or otherwise alter any cable, wire conduit, pipe, line, pole, wire-holding structure, structure, or other facility, including a facility used for the provision of utility or other services or transportation of drainage, sewage or other liquids, for any public purpose, Grantee shall, upon request, except as otherwise hereinafter provided, at its sole expense remove or relocate as necessary its poles, wires, cables, underground conduits, vaults, pedestals, manholes and any other facilities which it has installed. The City and Grantee shall comply with the provisions of Minn. Rules, Chapter 7819.3100 governing the relocation of existing facilities. Nothing in this Franchise shall mandate that the City provide reimbursement to Grantee for the costs of such relocation and removal, and the Grantee shall not seek damages or other compensation from the City for such compliance, unless reimbursement is mandatory under Minn. Rules, Chapter 7819.3100. However, if the City makes available funds for the cost of placing facilities underground, nothing herein shall preclude the Grantee from participating in such funding to the extent consistent with the City Code or Applicable Laws. If non-City funds, such as funds from residents or state or federal grant funding, are made available to place electric or telephone lines underground, nothing herein shall prohibit Grantee from participating in such funding.

(b) Utilities and Other Franchisees. If, during the term of the Franchise, another entity which holds a franchise or any utility requests Grantee to remove or relocate such facilities to accommodate the construction, maintenance or repair of the requesting party's facilities,

or their more efficient use, or to "make ready" the requesting party's facilities for use by others, or because Grantee is using a facility which the requesting party has a right or duty to remove, Grantee shall do so. The companies involved may decide among themselves who is to bear the cost of removal or relocation, pursuant to City Code, and provided that the City shall not be liable for such costs.

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

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

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

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

SECTION 4 REMOVAL OR ABANDONMENT OF SYSTEM

4.1 **Removal of Cable System**. In the event that: (l) the use of the Cable System is discontinued for any reason for a continuous period of twelve (12) months; or (2) the Cable System has been installed in a Street without complying with the requirements of this Franchise or the City

Code, Grantee, at its expense shall, at the demand of the City remove promptly from the Streets all of the Cable System other than any which the City may permit to be abandoned in place. In the event of any such removal Grantee shall promptly restore the Street to a condition as nearly as possible to its prior condition or other public places in the City from which the System has been removed. However, Grantee shall have no obligation to remove the Cable System where it utilizes the system to provide other non-Cable Services and has any other authority under Applicable Law to maintain facilities in the Street, or where Grantee is able to find a purchaser of the Cable System who holds such authorization.

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

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

4.4 **City Options for Failure to Remove Cable System**. If Grantee has failed to complete such removal within the time given after written notice of the City's demand for removal is given, the City shall have the right to exercise one of the following options:

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

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

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

4.5 **System Construction and Equipment Standards**. The Cable System shall be installed and maintained in accordance with standard engineering practices and shall conform, when

applicable, with the National Electrical Safety Code, the National Electrical Code and the FCC's Rules and Regulations.

4.6 **System Maps and Layout**. In addition to any generally applicable mapping requirements included in the City Code and required of other utilities, Grantee shall maintain complete and accurate system maps, which shall include trunks, distribution lines, and nodes. Such maps shall include up-to-date route maps showing the location of the Cable System adjacent to the Streets. Grantee shall make all maps available for review by the appropriate City personnel.

SECTION 5 SYSTEM DESIGN AND CAPACITY

5.1 **Availability of Signals and Equipment**.

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

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

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

5.2 **Equal and Uniform Service**. Grantee shall provide access to equal and uniform Cable Service throughout the City consistent with Applicable Law.

5.3 **System Specifications**.

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

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

containing methods of EAS message distribution, insofar as the local plan is consistent with Applicable Laws and the EAS Plan.

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

(d) Technical Standards. The technical standards used in the operation of the Cable System shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Systems pursuant to Title 47, Section 76, Subpart K of the Code of Federal Regulations, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference. The Cable System shall be installed and maintained in accordance with standard engineering practices and shall conform with the National Electrical Safety Code and all other Applicable Laws governing the construction of the Cable System.

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

(a) Initial proof of performance for any construction;

(b) Tests in response to Subscriber complaints; and

(c) Tests reasonably requested by the City to demonstrate Franchise compliance.

(d) Written records of all system test results performed by or for Grantee shall be maintained, and shall be available for City inspection upon request.

5.5 **Special Testing**.

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

(b) Before ordering such tests, Grantee shall be afforded thirty (30) Days following receipt of written notice to investigate and, if necessary, correct problems or complaints upon which tests were ordered. City shall meet with Grantee prior to requiring special tests

to discuss the need for such and, if possible, visually inspect those locations which are the focus of concern. If, after such meetings and inspections, City wishes to commence special tests and the thirty (30) Days have elapsed without correction of the matter in controversy or unresolved complaints, the tests shall be conducted at Grantee's expense by Grantee's qualified engineer. The City shall have a right to participate in such testing by having an engineer of City's choosing, and at City's expense, observe and monitor said testing.

SECTION 6 PROGRAMMING AND SERVICES

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

Local Broadcast (subject to federal carriage requirements)
Public Broadcast
News and Information
Sports
General Entertainment
Arts/Performance/Humanities
Science/Technology
Children/Family/Seniors
Foreign Language/Ethnic Programming
PEG Programming (to the extent required by the Franchise)
Movies
Leased Access

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

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

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

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

6.6 **Line Extension**.

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

(b) Any residential unit located within one hundred twenty-five (125) feet from the nearest point of access on the Street from which the Cable System is designed to serve the site shall be connected to the Cable System at no charge other than the standard installation charge. Grantee shall, within fifteen (15) Days request by any potential Subscriber residing in City beyond the one hundred twenty-five (125) foot limit, provide a quote identifying the costs and construction schedule associated with extending service to such Subscriber. Grantee shall perform the extension of service as soon as reasonably possible and in no event later than the date committed in the quote, excluding events covered by Section 17.9 herein. The Subscriber shall pay the net additional Drop costs, unless the Grantee agrees to waive said costs. To the extent consistent with Applicable Laws, Grantee agrees that it shall impose installation costs for non-standard installations in a uniform and nondiscriminatory manner throughout the City.

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

SECTION 7 LOCAL PEG PROGRAMMING

7.1 **Number of PEG Channels**.

(a) Upon the Effective Date of this Franchise, Grantee will continue to make available a minimum of seven (7) PEG Channels in Standard Definition ("SD"). Throughout the term of this Franchise Grantee shall provide the PEG Channels on the Basic Cable Service tier or such other most subscribed tier of Cable Service (within the Franchise Area) as may be offered by Grantee in accordance with Applicable Law.

(b) For purposes of this Franchise, a high definition ("HD") signal refers to a television signal delivering picture resolution of either 720p or greater, or such other resolution in the same range that Grantee commonly utilizes for other similar programming Channels.

7.2 HD PEG Channels.

(a) Within ninety (90) Days of the Effective Date of this Franchise, Grantee shall provide five (5) SD PEG Channels and two (2) HD PEG Channels to be shared by the Commission's seven (7) Member Cities.

(b) By January 1, 2022, and after ninety (90) Days written notice to the Grantee, which notice Commission may send on or before October 1, 2021, Grantee shall provide five (5) SD PEG Channels and three (3) HD PEG Channels to be shared by the Commission's seven (7) Member Cities. Following implementation of this Section 7.2(b), the Grantee shall provide a total of eight (8) PEG Channels ((5) SD / (3) HD).

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

(d) On or after the fifth (5th) anniversary of the Effective Date of this Franchise and after ninety (90) Days written notice to the Commission, Grantee may require that the Commission give back one (1) SD PEG Channel. Following implementation of this Section 7.2(d), the Commission will have four (4) SD PEG Channels and three (3) HD PEG Channels to be shared by the Commission's seven (7) Member Cities.

(e) If Grantee terminates all SD Channels and SD Cable Services and provides all Cable Services to all Subscribers in HD only, and after ninety (90) Days written notice to the Commission, Grantee shall provide four (4) HD PEG Channels to be shared by the Commission's seven (7) Member Cities.

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

(g) The Commission shall pay for and be responsible for all HD playback servers to be located at 5845 Blaine Avenue, Inver Grove Heights, MN ("Playback Facility"). Grantee agrees that it shall be responsible for costs associated with the provision of encoders or other equipment necessary to receive HD/SD signals at the headend, and to convert PEG HD signals to SD consistent with the historic practice between the parties.

7.3 **Control of PEG Channels**. The control and administration of the PEG Channels shall rest with the City. The City may delegate, from time to time over the term of this Franchise, such control and administration to various entities as determined in City's sole discretion. As of the Effective Date of this Franchise the City has delegated control of the PEG Channels to the Commission.

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

7.5 **PEG Channel Locations**.

(a) Grantee shall continue cablecasting PEG programming on the Cable System on the same Channel locations as such programming is cablecast within the City as of the Effective Date. Current SD PEG Channel locations as of the Effective Date as well as the location of the first two (2) HD PEG Channels to be provided under Section 7.2 are listed

on Exhibit A. Grantee agrees not to change these PEG Channel locations more than two (2) times during the term of this Franchise unless required by law for other programmers with specific Channel number rights or pursuant to an overall Channel reorganization of the entire Channel lineup. In no event shall any PEG Channel relocations be made prior to ninety (90) days written notice to the City by Grantee, except for circumstances beyond Grantee's control. If relocated, Grantee will work in good faith with the City to identify new Channel locations such that the PEG Channels will be located within reasonable proximity to other broadcast or news Channels where available Channel numbers allow.

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

(c) In the event Grantee requires relocation of a PEG Channel pursuant to Section 7.5(a), Grantee shall provide a rebranding reimbursement grant of One Thousand Five Hundred and No/100 Dollars ($1,500) per relocated Channel.

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

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

7.8 **PEG Monitoring.** Grantee shall continue to provide the capability, without charge, for Commission representatives at the four (4) City Hall locations and the Commission's master control facility listed in Exhibit C, to monitor and verify the audio and visual quality of PEG Channels received by Subscribers as well as the existing connections and equipment at the Commission's master control facility. This will include equipment comparable to that deployed to residential cable Subscribers that will allow the Commission to verify the accuracy of EPG listings for the PEG Channels consistent with what is currently provided. Grantee shall also maintain one (1) feed to the Commission office to provide the ability to monitor Subscriber services and address Subscriber concerns which feed shall include all cable boxes and platforms (i.e. Xfinity X1).

7.9 **PEG Transport.** During the term of this Franchise, Grantee will provide PEG transport as follows:

(a) The Commission may transmit signals for the PEG Channels in "real time" upstream from the four (4) City Hall locations listed in Exhibit C to the Commission's playback facility currently located at 5845 Blaine Avenue, Inver Grove Heights, MN ("Playback Facility") to Grantee's hub and head-end using existing fiber connections without additional charge or offsets from Grantee. Grantee shall continue to provide without charge or offsets, fiber backhaul and transmitter/receiver equipment for live PEG programming from City Halls as is the practice on the Effective Date of this Franchise.

(b) Grantee shall provide the capability for the Commission, either through a fiber connection, DOCSIS cable modem solution, or other technology of Grantee's choosing, to transmit live programming from additional locations of the Commission's choosing, subject to the Commission providing or renting necessary modems, encoders, decoders or similar devices, configuring such equipment, and removing such equipment in the event of interference with Grantee's delivery of Cable Service. To the extent a set of mobile DOCSIS cable modems (or such other devices as may replace DOCSIS modems during the term of this Franchise) are utilized, such modems shall be able to connect to the Subscriber network at permanent or temporary Drops, subject to two (2) weeks prior written notice to Grantee and use upstream capacity on the Subscriber network to transmit programming via the Subscriber network and the connections to the Playback Facility equal to or of better quality than the PEG signals transmitted to Subscribers.

(i) The Commission shall be responsible for purchasing high speed internet service for the transmission of live programming at market rates.

(ii) The Commission shall provide any necessary encoders, decoders or similar devices and shall configure equipment and connections so that signals can be transmitted to the Playback Facility.

(iii) Grantee may request that the Commission remove an encoder, or similar device if it technically interferes with Grantee's delivery of Cable Service.

(c) Grantee shall maintain the existing fiber paths/equipment and existing PEG connectivity to the locations listed in Exhibit C during the term of this Franchise, without additional charge (with no recurring, monthly costs or offsets, except that Grantee may invoice the Commission for any actual repair or maintenance costs which shall not exceed Five Thousand and No/100 Dollars ($5,000) per year and which shall be estimated to the Commission in advance whenever possible, and shall be documented and invoiced to the Commission for payment) to permit the Commission/City to transport PEG programming. This will allow the Commission to continue cablecasting PEG programming from the locations listed in Exhibit C and will maintain connections from the Commission's master control to Grantee's hub and head-end without additional charge or offsets.

7.10 **Interconnection with other Twin Cities PEG Stations.** Grantee shall continue to make the metro area fiber ring known as the PRISMA Ring available to the City, without charge, as long

as the PRISMA Ring remains serviceable. The City may use the PRISMA Ring (or its equivalent) to send and receive live and recorded programming to/from other Twin Cities PEG stations for as long as the network remains viable. Grantee shall provide City access to the PRISMA Ring at an agreed upon demarcation point. Grantee will provide use of and maintain the PRISMA Ring without charge, but Grantee will not be obligated to replace network equipment on the PRISMA Ring or for any equipment on the City's side of the demarcation point. Grantee agrees to continue to provide, without charge or offsets, use of Grantee's Converged Regional Area Network (C-RAN) for delivery of live and recorded programming to and from the entities listed on Exhibit B, limited to six (6) multi-cast IP Channels. This obligation shall terminate if Grantee no longer utilizes the C-RAN for its own business purposes. Grantee shall have no obligation to replace any network equipment currently located in its headend facility or at the City or Commission facility necessary to deliver or receive such programming over the C-RAN. Replacement of any decoding equipment necessary to receive the programming via the C-RAN will be the responsibility of the City and will require Grantee's approval to ensure equipment compatibility. If there are incremental equipment and maintenance costs specific to the PEG use of the C-RAN, Grantee will notify the City of such costs and allow the City the option of reimbursing Grantee for such costs or to cease using the C-RAN. Grantee shall not be responsible for providing a specific performance level over the C-RAN or resolving any transmission issues caused by incompatibility of audio or video file formats with interconnected equipment.

7.11 **Future PEG Transport**. At such time that the City determines:

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

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

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

the City will give Grantee written notice detailing the point of origination and the capability sought by the City. After receipt of such notice by Grantee, Grantee and the City may enter into an agreement which compensates Grantee in accordance with Applicable Law, for new sites added or upgraded connections. After such an agreement has been executed, Grantee will implement any necessary Cable System changes within a reasonable period of time. Nothing herein prevents the City, or a private contractor retained by the City, from constructing said connection, as long as such connection does not interconnect with Grantee's Cable System without Grantee's consent or interfere with Grantee's Cable System.

7.12 **PEG Channel Carriage**.

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

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

7.13 **PEG Programming Financial Support**.

(a) During the term of the Franchise, Grantee shall pay quarterly to the Commission a PEG Fee in an amount equal to two and one-quarter percent (2.25%) of its quarterly Gross Revenues, for the duration of this Franchise. Payments pursuant to this subsection shall be paid to the Commission on the same schedule and including the same payment worksheets as the Franchise Fee payments set forth in Section 16.1(a-c) of this Franchise.

(b) The PEG Fee may be used by City and Commission to fund PEG expenditures in accordance with Applicable Law.

(c) The PEG Fee is not part of the Franchise Fee and instead falls within one or more of the exceptions in 47 U.S.C. § 542, unless the PEG Fee is used by City or Commission in violation of Applicable Law. The PEG Fee may be categorized, itemized, and passed through to Subscribers as permissible, in accordance with 47 U.S.C. § 542 or other Applicable Laws.

7.14 **PEG Technical Quality and Support**.

(a) Grantee shall not be required to carry a PEG Channel in a higher quality format than that of the Channel signal delivered to Grantee, but Grantee shall not implement a change in the method of delivery of PEG Channels that results in a material degradation of signal quality or impairment of viewer reception of PEG Channels, provided that this requirement shall not prohibit Grantee from implementing new technologies also utilized for commercial Channels carried on its Cable System. Grantee shall meet FCC signal quality standards when offering PEG Channels on its Cable System and shall continue to comply with closed captioning pass-through requirements. There shall be no significant deterioration in a PEG Channel signal from the point of origination upstream to the point of reception (hub or head-end) or downstream to the Subscriber on the Cable System.

(b) Grantee shall provide a local (Twin Cities) response phone number, cell number, and e-mail address for local (Twin Cities) technical support staff who are trained to effectively respond to and resolve PEG related issues. For urgent issues (such as signal problems during live programs) the Grantee will respond as soon as possible. For non-urgent tech support requests the Grantee will respond within three (3) hours or forty-eight (48) hours, depending upon the response time needed. Commission technical staff will determine what requests are urgent or non-urgent. The Commission agrees to use best efforts to verify that the issue is not on the Commission's side of the demarcation point before a call is made to Grantee.

(c) Grantee agrees to continue its practice of providing to the Commission three (3) satellite feeds from Grantee's headend facility and/or hub site locations directly to the Commission's Playback Facility without charge to Commission. The Commission shall be responsible for obtaining any necessary carriage and license agreements for the programming aired on its PEG Channels to the extent the content providers require such agreements. The Commission shall pay any license fees, copyright fees and other costs of the programming provider. If Grantee receives a demand to cease and desist from providing any programming content to the Commission under this section or the source of the programming ceases to operate, Grantee may terminate such programming immediately without prior notice, but will provide notice that such programming has been terminated as soon as possible. If Grantee ceases to maintain the satellite reception facility through which the programming is received, Grantee will give the Commission sixty (60) days prior notice of the discontinuation to allow the Commission to obtain the programming from another source.

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

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

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

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

SECTION 8 REGULATORY PROVISIONS

8.1 **Intent**. The City shall have the right to administer and regulate activities under the Franchise to the full extent permitted by Applicable Law. The City may delegate to any other body or Person authority to administer the Franchise and to monitor the performance of Grantee pursuant to the Franchise. Grantee shall cooperate with any such delegates of the City.

8.2 **Delegation of Authority to Regulate**. The City reserves the right to delegate its regulatory authority wholly or in part to another governmental entity, including, but not limited to, an entity which may be formed to regulate several franchises in the region in a manner consistent with Applicable Laws. As of the Effective Date of this Franchise, the Commission shall have

continuing regulatory jurisdiction and supervision over the Cable System and Grantee's operation under the Franchise.

8.3 **Regulation of Rates and Charges**.

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

(b) Notice of Change in Rates and Charges. Throughout the term of this Franchise, Grantee shall give the City and all Subscribers within the City at least thirty (30) Days' notice of any intended modifications or additions to Subscriber rates or charges. Nothing in this subsection shall be construed to prohibit the reduction or waiving of rates or charges in conjunction with promotional campaigns for the purpose of attracting Subscribers or users.

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

SECTION 9 BOND

9.1 **Performance Bond**.

(a) Upon the Effective Date of this Franchise and at all times thereafter until the Grantee has liquidated all of its obligations under this Franchise, the Grantee shall furnish and file with Commission, on behalf of all Member Cities, a bond in the sum of One Hundred Thousand and No/100 Dollars ($100,000.00) in such form and with such sureties as shall be acceptable to the Commission ("Bond"). The Bond shall be conditioned upon the faithful performance by Grantee of this Franchise and upon the further condition that in the event Grantee shall fail to comply with any law, ordinance or regulation, there shall be recoverable jointly and severally from the principal and surety of the Bond, any damages or losses suffered by City as a result, including the full amount of any compensation, indemnification or cost of removal of any property of Grantee, including a reasonable allowance for attorneys' fees and costs (with interest at prime rate plus two percent (2%)), up to the full amount of the Bond, and which Bond shall further guarantee payment by Grantee of all claims and liens against City, or any public property, and taxes due to City, which arise by reason of the construction, operation, maintenance or use of the Cable System.

9.2 **Rights**. The rights reserved by City with respect to the Bond are in addition to all other rights the City may have under this Franchise or any other law.

9.3 **Reduction of Bond Amount**. City may, in its sole discretion, reduce the amount of the Bond.

9.4 **Procedure to Draw on Bond**.

(a) The parties shall follow the procedure set forth in Section 11.1 of this Franchise regarding any draw on the Bond.

(b) In the event this Franchise is terminated in accordance with the procedure set forth in Section 11, the City shall be entitled to collect from the Bond that amount which is attributable to any damages sustained by the City as a result of said violation.

(c) Grantee shall be entitled to the return of the Bond, or portion thereof, as remains one hundred and twenty (120) Days after the expiration of the term of the Franchise or termination for violation thereof, provided the City has not notified Grantee of any actual or potential damages incurred as a result of Grantee's operations pursuant to the Franchise or as a result of said violation.

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

SECTION 10 SECURITY FUND

10.1 **Security Fund**. Within thirty (30) Days of the Effective Date, Grantee shall establish and provide to the City or the Commission, on behalf of the City, as security for the faithful performance by Grantee of all provisions of this Franchise, an irrevocable letter of credit from a financial institution satisfactory to the City or the Commission in the amount of Twenty-Five Thousand and No/100 Dollars ($25,000.00) ("Security Fund"). Failure to post the Security Fund shall constitute a material violation of this Franchise. The Security Fund shall serve as security for the faithful performance by Grantee of all the provisions of this Franchise and compliance with all orders, permits and directions of the City and the payment by Grantee of any claim, liens, costs, expenses and taxes due the City which arise by reason of the construction, operation or maintenance of the Cable System. The obligation to establish the Security Fund required by this paragraph is unconditional. If Grantee fails to establish the Security Fund as required, the City may take whatever action is appropriate to require the establishment of that Security Fund and may recover its costs, reasonable attorneys' fees, and an additional penalty of Five Thousand Dollars ($5,000) in that action.

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

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

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

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

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

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

10.4 **Each Violation a Separate Violation**. Each violation of any provision of this Franchise shall be considered a separate violation for which separate liquidated damages can be imposed. However, to the extent City remains a Member City of Commission, liquidated damages under Section 10.3 for a violation of each Member City franchise shall be calculated by the Commission as one violation, and not as multiple violations (one violation for each individual Member City franchise). For example, liquidated damages per Day under section 10.3(a) would equal Two Hundred Fifty Dollars ($250.00), not One Thousand Seven Hundred Fifty Dollars ($1,750) (seven times the per Day liquidated damages amount).

10.5 **Maximum Draw Per Violation**. Any liquidated damages for any given violation shall be imposed upon Grantee for a maximum of Twenty-Five Thousand and No/100 Dollars ($25,000.00). If after that amount of draw from the Security Fund Grantee has not cured or commenced to cure the alleged breach to the satisfaction of the City, the City may pursue all other remedies.

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

10.7 **Procedure for Draw on Security Fund**. The parties shall follow the procedure set forth in Section 11.1 of this Franchise regarding any withdrawal from the Security Fund.

10.8 **Grantee's Right to Pay Prior to Security Fund Draw**. Grantee shall have the opportunity to make prompt payment of any assessed liquidated damages and if Grantee fails to

promptly remit payment to the City, the City may resort to a draw from the Security Fund in accordance with the terms of this Franchise.

10.9 **Failure to Establish Security Fund**. City may draw on said Security Fund for the whole amount thereof and hold the proceeds, without interest, and use the proceeds to pay costs incurred by City in performing and paying for any or all of the obligations, duties and responsibilities of Grantee under this Franchise that are not performed or paid for by Grantee pursuant hereto, including attorneys' fees incurred by the City in so performing and paying. The failure to establish a Security Fund under section 10.1 may also, at the option of City, be deemed a violation by Grantee under this Franchise. The drawing on the Security Fund by City, and use of the money so obtained for payment or performance of the obligations, duties and responsibilities of Grantee which are in default, shall not be a waiver or release of such violation.

10.10 **Replenishment of Security Fund**. If Commission or City exhaust the Security Fund under Section 10.5 during a given violation proceeding, Grantee shall have no obligation to replenish the Security Fund for such violation proceeding. However, Grantee must replenish the Security Fund as security for any future franchise violation. If the amount of the Security Fund established under Section 10.1 is not enough to secure the performance of the obligations described in Section 10.1, then the City or the Commission must resort to the Bond provided in Section 9 or other enforcement mechanisms provided under Section 11.

10.11 **Collection of Funds Not Exclusive Remedy**. The collection by City of any damages or monies from the Security Fund shall not affect any other right or remedy available to City, nor shall any act, or failure to act, by City pursuant to the Security Fund, be deemed a waiver of any right of City pursuant to this Franchise or otherwise. Notwithstanding this section, however, should the City elect to impose liquidated damages, that remedy shall remain the City's exclusive remedy for the one hundred twenty (120) Day period set forth in Section 10.5.

SECTION 11 VIOLATION PROCEDURE

11.1 **Basis for Violation**. City or Commission shall give written notice to Grantee if City, in its sole discretion, determines that Grantee has:

(a) Violated any material provision of this Franchise or the acceptance hereto;

(b) Violated any law, ordinance, rule, order, regulation or determination of the City, state or federal government, not in conflict with this Franchise;

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

(d) Practiced any fraud or deceit upon City or Subscribers;

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

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

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

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

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

(d) If after hearing the dispute, the violation is upheld by the City or Commission, then Grantee shall have thirty (30) Days within which to remedy the violation.

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

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

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

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

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

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

11.4 **Compliance with the Laws**.

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

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

SECTION 12 FORECLOSURE AND RECEIVERSHIP

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

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

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

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

SECTION 13 REPORTING REQUIREMENTS

13.1 **Quarterly Reports**. Within thirty (30) Days after the end of each calendar quarter, Grantee shall submit to the City along with its Franchise Fee payment, a report showing the basis for computation of the Franchise Fee and PEG Fee payments signed by an authorized representative of Grantee in form and substance substantially equivalent to Exhibit D attached hereto. This report shall separately indicate Grantee's Gross Revenues within the City including, but not limited to such items as listed in the definition of "Gross Revenues" at Section 1.22 of this Franchise. Nothing in the Franchise Fee payment worksheet form set forth in Exhibit D shall be construed to modify the definition of "Gross Revenues" set forth in Section 1.21 of this Franchise.

13.2 **Monitoring and Compliance Reports**. Upon request, but no more than once a year, Grantee shall provide a written report of any and all FCC technical performance tests for the residential network required in FCC Rules and Regulations as now or hereinafter constituted.

13.3 **Monthly Subscriber Data Report.** Every other month starting in January, Grantee shall provide the City with a Subscriber data report consistent with the format set forth in Exhibit E attached hereto. In the event technical or programming changes require changes to the format of the report, the City and Grantee shall work in good faith to make such changes without the need to amend this Franchise.

13.4 **Other Reports**. Upon request of the City and in no event later than thirty (30) Days from the date of receipt of such request, Grantee shall, without charge, prepare and furnish to the City, at the times and in the form prescribed, such additional reports with respect to its operation, affairs, transactions, or property, as may be reasonably necessary to ensure compliance with the terms of this Franchise. Grantee and City may in good faith agree upon taking into consideration Grantee's need for the continuing confidentiality as prescribed herein. Neither City nor Grantee shall unreasonably demand or withhold information requested pursuant with the terms of this Franchise.

13.5 **Confidential and Trade Secret Information**. Grantee acknowledges that information submitted by Grantee to the City may be subject to the Minnesota Government Data Practices Act ("MGDPA") pursuant to Minn. Stat. Chapter 13. The Commission shall follow all Applicable Laws and procedures for protecting any confidential and trade secret information of Grantee that may be provided to Commission. Grantee acknowledges that the Commission shall at all times comply with the Minnesota Data Practices Act ("MDPA") related to the release of information and nothing herein shall be read to modify the Commission's obligations under the MDPA.

13.6 **Communications with Regulatory Agencies**.

(a) Upon written request (unless service of copies is otherwise mandated by Applicable Law) Grantee shall submit to City copies or online links to copies of any pleading, applications, notifications, communications and documents of any kind, submitted by Grantee or its Affiliates to any federal, state or local courts, regulatory agencies and other government bodies if such documents directly relate to the operations of Grantee's Cable System within the Franchise Area. Grantee shall submit such documents to City no later than thirty (30) Days after receipt of City's request. Grantee and City shall comply with

all Applicable Law governing confidential, privileged or proprietary rights to such documents.

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

SECTION 14 CUSTOMER SERVICE POLICIES

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

14.2 **Customer Service Agreement and Written Information**. Grantee shall provide to Subscribers access to their service agreement and the following information if not included in the service agreement:

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

(b) Billing procedures.

(c) Service termination procedure.

(d) Change in service notifications.

(e) Converter/Subscriber terminal equipment policy.

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

(g) The name, address, and phone number of the Person identified by the City as responsible for handling cable questions and complaints for the City. This information shall be prominently displayed and Grantee shall submit the information to the City for review and approval as to its content and placement on Subscriber billing statements. A

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

14.3 **Customer Service Standards**.

(a) The City hereby adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended.

(b) Grantee shall provide City with information demonstrating Grantee's compliance with each and every term and provision of Section 14.5.

(c) Grantee shall comply in all respects with the customer service requirements established by the FCC and those set forth herein. The City reserves the right to enact additional consumer protection laws or requirements to the extent such requirements are not inconsistent with, and preempted by, the FCC's customer service standards.

14.4 **Local Office**. Grantee shall maintain a convenient local customer service and bill payment location for matters such as receiving Subscriber payments, handling billing questions, equipment replacement and customer service information.

14.5 **Cable System office hours and telephone availability**. Grantee shall comply with the standards and requirements for customer service set forth below during the term of this Franchise.

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

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

(ii) The access line may be initially answered by an interactive voice response system but a Subscriber, under Normal Operating Conditions, shall have the option to speak to a trained Grantee representative during Normal Business Hours. Inquiries received after Normal Business Hours must be responded to by a trained Grantee representative on the next business day.

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

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

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

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

(f) The Grantee shall utilize such equipment and software and keep such records as are necessary or required to enable the City and Commission to determine whether the Grantee is complying with all telephone answering standards required by applicable customer service regulations and laws, as amended from time to time. The Grantee shall provide the Commission with a quarterly report documenting Grantee's compliance with this Section 14.5 as is the current practice.

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

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

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

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

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

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

14.7 **Communications between Grantee and Subscribers**.

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

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

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

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

14.8 **Billing**:

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

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

14.9 **Subscriber Information**.

(a) Grantee will provide Subscribers access to the following information at any time:

(i) Products and Services offered;

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

(iii) Installation and Service maintenance policies;

(iv) Instructions on how to use the Cable Service;

(v) How to find or purchase programming carried on the System;

(vi) Billing and complaint procedures, including the address and telephone number of the Commission's office; and

(vii) A copy of its refund policy for Cable Services.

(b) Subscribers shall be advised of the procedures for resolution of complaints about the quality of the television signal delivered by Grantee, including contact information for the City and the Commission. Subscribers will be notified of any changes in rates or programming or Channel positions as soon as possible in writing. Notice must be given to Subscribers a minimum of thirty (30) Days in advance of such changes if the change is within the control of Grantee. In addition, Grantee shall notify Subscribers thirty (30) Days in advance of any significant changes in the information required by this Section 14.9.

14.10 **Notice of Rate or Programming Changes**. Grantee shall give thirty (30) Days written notice to both Subscribers and the City before implementing any rate or Service change within the control of Grantee. For the purpose of this section a "Service change" shall not include channel additions or moves that do not impact rates. Such notice shall state the precise amount of any rate change and briefly explain in readily understandable fashion the cause of the rate change. When the change involves the deletion of Channels, each Channel deleted must be separately identified.

14.11 **Subscriber Contracts**. Grantee shall, upon written request, provide the Commission with any standard form residential Subscriber contract utilized by Grantee. If no such written contract exists, Grantee shall file with the City a document completely and concisely stating the length and terms of the Subscriber contract offered to customers. Grantee shall provide City a list of Grantee's current Subscriber rates and charges for Cable Service and a current Channel line-up showing all Channels available in the City. Grantee shall also provide on a monthly basis a copy of a sample Subscriber Bill to the Commission.

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

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

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

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

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

14.17 **Notification of Complaint Procedure**. Grantee shall have printed clearly and prominently on each Subscriber bill and in the customer service agreement provided for in Section 14.2, the twenty-four (24) hour Grantee phone number for Subscriber complaints. Additionally, Grantee shall provide information to customers concerning the procedures to follow when they are unsatisfied with measures taken by Grantee to remedy their complaint. This information will include the phone number of the City office or Person designated to handle complaints. Additionally, Grantee shall state that complaints should be made to Grantee prior to contacting the City.

14.18 **Subscriber Privacy**.

(a) To the extent required by Minn. Stat. § 238.084 Subd. 1(s) Grantee shall comply with the following:

(i) No signals including signals of a Class IV Channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber. The request for

permission must be contained in a separate document with a prominent statement that the Subscriber is authorizing the permission in full knowledge of its provisions. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such permission. The permission shall be revocable at any time by the Subscriber without penalty of any kind whatsoever.

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

(iii) 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 (ii) of this section.

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

SECTION 15 SUBSCRIBER PRACTICES

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

15.2 **Refunds to Subscribers shall be made or determined in the following manner**:

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

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

SECTION 16 COMPENSATION AND FINANCIAL PROVISIONS

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

(a) Franchise Fees shall be paid quarterly not later than forty-five (45) Days following the end of each quarter. Grantee shall include with each quarterly payment a Franchise Fee payment worksheet, in form and substance substantially similar to Exhibit D, signed by an authorized representative of Grantee. No acceptance of any payment shall be construed as an accord that the amount paid is in fact, the correct amount, nor shall such acceptance of payment be construed as a release of any claim which the City may have for further or additional sums payable under the provisions of this section.

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

(c) Any Franchise Fees owing pursuant to this Franchise which remain unpaid after the due dates specified herein shall be delinquent and shall immediately begin to accrue interest at twelve percent (12%) per annum or two percent (2%) above prime lending rate as quoted by the Wall Street Journal, whichever is greater.

16.2 **Auditing and Financial Records**. Throughout the term of this Franchise, the Grantee agrees that the City or its designee, upon reasonable prior written notice of twenty (20) Days to the Grantee, may review such of the Grantee's books and records regarding the operation of the Cable System and the provision of Cable Service in the Franchise Area which are reasonably necessary to monitor and enforce Grantee's compliance with the provisions of this Franchise. Grantee shall provide such requested information as soon as possible and in no event more than twenty (20) Days unless Grantee explains that it is not feasible to meet this timeline and provides a written explanation for the delay and an estimated reasonable date for when such information

will be provided. All such documents pertaining to financial matters that may be the subject of an inspection by the City shall be retained by the Grantee for a minimum period of seven (7) years, pursuant to Minn. Stat. § 541.05. The Grantee shall not deny the City access to any of the Grantee's records on the basis that the Grantee's records are under the control of any parent corporation, affiliated entity or a third party. The City may request in writing copies of any such records or books that are reasonably necessary, and the Grantee shall provide such copies within thirty (30) Days of the receipt of such request. One (1) copy of all reports and records required under this or any other section shall be furnished to the City at the sole expense of the Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then the Grantee may request, in writing within ten (10) Days of receipt of such request, that the City inspect them at the Grantee's local offices or at one of Grantee's offices more convenient to City or its duly authorized agent. If any books or records of the Grantee are not kept in such office and not made available in copies to the City upon written request as set forth above, and if the City determines that an examination of such records is necessary for the enforcement of this Franchise, then all reasonable travel expenses incurred in making such examination shall be paid by the Grantee.

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

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

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

16.6 **Indemnification by Grantee**. Grantee shall, at its sole expense, fully indemnify, defend and hold harmless the City and Commission, and in their capacity as such, the officers, agents and employees thereof (collectively the "Indemnified Parties"), from and against any and all claims, suits, actions, demands, liability and judgments for damage or otherwise except those arising wholly from negligence on the part of the Indemnified Parties; for actual or alleged injury to Persons or property, including loss of use of property due to an occurrence, whether or not such property is physically damaged or destroyed, in any way arising out of or through or alleged to arise out of or through the acts or omissions of Grantee or its officers, agents, employees, or contractors or to which Grantee's or its officers, agents, employees or contractors acts or omissions in any way contribute, and whether or not such acts or omissions were authorized or contemplated by this Franchise or Applicable Law; arising out of or alleged to arise out of any claim for damages for Grantee's invasion of the right of privacy, defamation of any Person, firm or corporation, or the violation of infringement of any copyright, trademark, trade name, service mark or patent, or

of any other right of any Person, firm or corporation; arising out of or alleged to arise out of Grantee's failure to comply with the provisions of any Applicable Law. Nothing herein shall be deemed to prevent the Indemnified Parties from participating in the defense of any litigation by their own counsel at such parties' expense. Such participation shall not under any circumstances relieve Grantee from its duty of defense against liability or of paying any judgment entered against the Indemnified Parties.

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

(a) The policy shall provide coverage on an "occurrence" basis.

(b) The policy shall cover personal injury as well as bodily injury.

(c) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.

(d) Broad form property damage liability shall be afforded.

(e) City and Commission shall be named as an additional insured on the policy.

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

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

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

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

(j) Upon the Effective Date, Grantee shall submit to City a certificate documenting the required insurance, as well as any necessary properly executed endorsements. The

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

SECTION 17 MISCELLANEOUS PROVISIONS

17.1 **Posting and Publication**. Grantee shall assume the cost of posting and publication of this Franchise as such posting and publication is required by law and such is payable upon Grantee's filing of acceptance of this Franchise.

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

17.3 **Entire Agreement**. This Franchise contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically set forth herein.

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

17.5 **Prior Franchise Terminated**. The cable television franchise originally granted by Ordinance No. 16-04 is hereby terminated. Nothing herein shall serve to waive any rights the parties may have under Ordinance No. 16-04 regarding: 1) the payment of franchise fees and PEG fees; and 2) Grantee's compliance with all applicable City Code obligations governing Grantee's facilities in Streets.

17.6 **Franchise Acceptance**. No later than thirty (30) Days following City Council approval of this Franchise, Grantee shall execute and return to the City three (3) original franchise agreements. The executed agreements shall be returned to the City accompanied by performance bonds, security funds, and evidence of insurance, all as provided in this Franchise. In the event Grantee fails to provide the required executed Franchise, insurance certificate as required by Section 16(j) and the Bond, this Franchise shall be null and void. The Grantee agrees that despite the fact that its written acceptance may occur after the Effective Date, the obligations of this Franchise shall become effective on the Effective Date.

17.7 **Amendment of Franchise**. Grantee and City may agree, from time to time, to amend this Franchise. Such written amendments may be made to address technology changes or advances subsequent to a review session pursuant to Section 2.6 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.

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

If to City:	City Manager City of West St. Paul 1616 Humboldt Avenue West St. Paul, MN 55118
If to Commission:	Executive Director Northern Dakota County Cable Communications Commission 5845 Blaine Avenue Inver Grove Heights, MN 55076
If to Grantee:	General Manager Comcast 10 River Park Plaza St. Paul, MN 55107

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

Recognizing the widespread usage and acceptance of electronic forms of communication, emails will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications required under section 14.12. Such communication should be addressed and directed to the Person of record as specified above.

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

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

performing work on Grantee's behalf are familiar with the requirements of this Franchise, the City Code and other Applicable Laws governing the work performed by them.

17.11 **Governing Law**. This Franchise is made pursuant to Minnesota Statutes Chapter 238 and the City Code and is intended to comply with all requirements set forth therein. This Franchise shall be deemed to be executed in the State of Minnesota, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Minnesota, as applicable to contracts entered into and performed entirely within the State.

17.12 **Commission.** In the event the City lawfully withdraws from the Commission, any reference to the Commission in this Franchise shall thereafter be deemed a reference to the City and the rights and obligations related thereto shall, where possible, accrue to the City unless or until a new franchise is executed between Grantee and City. Nothing herein shall in any way modify or alter any rights or obligations the City or Commission may have under the Amended Joint and Cooperative Agreement between the parties.

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

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

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

17.16 **No Waiver**. All rights and remedies given to the City by this Franchise or retained by the City herein shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to the City, at law or in equity, and such rights and remedies shall not be exclusive, but each and every right and remedy specifically given by this Franchise or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by the City and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

17.17 **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 the City has the power to make the terms and conditions contained in this Franchise.

17.18 **Survival of Terms**. Upon the termination or forfeiture of the Franchise, Grantee shall no longer have the right to occupy the Streets for the purpose of providing Cable Service. However,

Grantee's obligations to the City (other than the obligation to provide service to Subscribers) shall survive according to their terms.

17.19 Competitive Equity.

(a) The City reserves the right to grant additional franchises or similar authorizations to provide Video Programming services via Cable Systems or other Wireline MVPDs. The City intends to treat Wireline MVPDs in a nondiscriminatory manner to the extent permissible under Applicable Law. If, following the Effective Date of this Franchise, the City grants such an additional franchise or authorization to a Wireline MVPD and Grantee believes the City has done so on terms materially more favorable than the obligations under this Franchise, then the provisions of this Section 17.21 will apply.

(b) As part of this Franchise, the City and Grantee have mutually agreed upon the following terms as a condition of granting the Franchise, which terms may place the Grantee at a significant competitive disadvantage if not required of a Wireline MVPD: the obligation to pay to the City a Franchise Fee, Gross Revenues as provided for and defined in this Franchise, and the obligation to comply with the requirements in this Franchise regarding PEG funding, PEG Channels, records and reports, security instruments, audits, dispute resolution, remedies, notice and opportunity to cure, and customer service obligations (hereinafter "Material Obligations"). The City and Grantee further agree that this provision shall not require a word for word identical franchise or authorization for competitive equity so long as the regulatory and financial burdens on each entity are materially equivalent.

(c) Within one (1) year of the adoption of a Wireline MVPD franchise or similar authorization, Grantee must notify the City in writing of the Material Obligations in this Franchise that Grantee believes exceed the Material Obligations of the wireline competitor's franchise or similar authorization. The City and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications, and that such negotiation will proceed and conclude within a ninety (90) Day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the City and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the City shall amend this Franchise to include the modifications. If the City and Grantee fail to reach agreement in such negotiations, Grantee may, at its option, elect to replace this Franchise by opting into the franchise or other similar lawful authorization that the City grants to another Wireline MVPD (with the understanding that Grantee may use its current system design and technology infrastructure to meet any requirements of the new franchise), so as to ensure that the regulatory and financial burdens on each entity are equivalent. If Grantee so elects, the City shall immediately commence proceedings to replace this Franchise with the franchise issued to the other Wireline MVPD. Notwithstanding anything contained in this section to the contrary, the City shall not be obligated to amend or replace this Franchise unless the new entrant makes Cable Services or similar downstream video programming service available for purchase by Subscribers or customers under its franchise agreement with or similar authorization from the City.

(d) In the event the City disputes that the Material Obligations are different, Grantee may bring an action in federal or state court for a determination as to whether the Material Obligations are different and as to what franchise amendments would be necessary to remedy the disparity. Alternatively, Grantee may notify the City that it elects to immediately commence the renewal process under 47 U.S.C. § 546 and to have the remaining term of this Franchise shortened to not more than thirty (30) months.

(e) Nothing in this Section 17.21 is intended to alter the rights or obligations of either party under applicable federal or state law, and it shall only apply to the extent permitted under Applicable Law and FCC orders. In no event will the City be required to refund or to offset against future amounts due the value of benefits already received.

(f) To the extent the City has legal authority to grant a franchise or similar authorization to a wireless provider of Cable Service, the competitive equity rights provided by this section shall apply with respect to Material Obligations imposed in such franchise or other similar agreement. In the event of a dispute regarding the City's legal authority, Grantee shall have the burden to demonstrate that such authority exists.

17.20 Treatment of negotiated provisions.

In consideration of the City and the Commission relinquishing any claim, title or right to certain obligations set forth in the cable television franchise originally granted by Ordinance No. 16-04, Grantee agrees that for the term of this Franchise any costs incurred by Grantee pursuant to Sections 7.2(g), 7.5(c), 7.8, 7.9, 7.10, 7.12, 7.14, 7.15, 7.16, 13.1, 13.2, 13.3, and 13.4 shall be treated by Grantee as Grantee's business expense and not a Franchise Fee under Sections 1.19 and 16.1 of this Franchise or as a PEG Fee under Section 7.13 of this Franchise. Grantee reserves any rights it may have to recover from Subscribers, as a separate line item from the PEG Fee in Section 7.13 of this Franchise, any PEG capital costs set forth in Section 7.2(g), 7.8, 7.9, 7.10, 7.11, 7,15 and 7.16 as may be permitted by Applicable Law as of the Effective Date.

Passed by the City Council of the City of West St. Paul, Minnesota this 14th day of September 2020.

ATTEST:

_____	_____
David J. Napier, Mayor	Shirley R Buecksler, City Clerk

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

COMCAST OF ST. PAUL, INC.

Date:_____ By:_____

Its: _____

SWORN TO BEFORE ME this
___day of_____, 2020.

_____
NOTARY PUBLIC

<u>Exhibit A</u>
SD/HD PEG Channel Numbers

	Channel Name	SD Channel #	HD Channel #
1.	Community	14	
2.	Public Access	15	
3.	Multifaith Access	16	
4.	Government	18	799
5.	Government	19	859
6.	Education	20	
7.	Community Bulletin Board	21	

<u>Exhibit B</u>

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

1. MCN 6 (1 receive ch and 1 send ch)
2. St. Paul (2 receive ch and 1 send ch)
3. Eagan (3 receive ch and 1 send ch)
4. Burnsville (1 receive ch)
5. Bloomington (1 receive ch)
6. CCX (1 receive ch)

Exhibit C
PEG Monitoring

	NAME	ADDRESS
1.	Inver Grove Heights City Hall	8150 Barbara Avenue, Inver Grove Heights, MN 55077
2.	Mendota Heights City Hall	1101 Victoria Curve, Mendota Heights, MN 55118
3.	NDC4 Commission and Town Square TV	5845 Blaine Avenue, Inver Grove Heights, MN 55076
4.	South St. Paul City Hall	125 3rd Avenue, South St. Paul, MN 55075
5.	West St. Paul City Hall	1616 Humboldt Avenue, West St. Paul, MN 55118

PEG Transport

	NAME	ADDRESS
1.	Inver Grove Heights City Hall	8150 Barbara Avenue, Inver Grove Heights, MN 55077
2.	Mendota Heights City Hall	1101 Victoria Curve, Mendota Heights, MN 55118
3.	NDC4 Commission and Town Square TV	5845 Blaine Avenue, Inver Grove Heights, MN 55076
4.	South St. Paul City Hall	125 3rd Avenue, South St. Paul, MN 55075
5.	West St. Paul City Hall	1616 Humboldt Avenue, West St. Paul, MN 55118

Exhibit D

Franchise Fee Payment Worksheet

TRADE SECRET – CONFIDENTIAL

*****CONFIDENTIAL*****

COMCAST

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

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

This statement represents your payment for the period listed above.

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

Nothing in this Franchise Fee Payment Worksheet shall serve to modify the definition of "Gross Revenues" set forth in the Franchise.

Exhibit E
MONTHLY SUBSCRIBER DATA REPORT

Twin Cities NDC

Data is for fiscal month ending x/x/xxxx

House Data	
Marketable Homes	xxx
Penetration %	x%
Subscriber Data	
Basic 1 (residential, includes EBUs)	xxx
Basic 2 (residential, includes EBUs)	xxx
Other Video Services	
Digital Economy (Residential)	xxx
Digital Preferred	xxx
Multilatino	xxx
Sports Tier	xxx
HBO	xxx
Cinemax	xxx
Showtime	xxx
Starz	xxx
TMC	xxx
Equipment	
Households with DVR Equipment	xxx
Households with HD Equipment	xxx
Households with DTA Equipment	xxx
Pay Per View	
Total # PPV Purchases	xxx
Connects	
Basic 1 Connects (Residential)	xxx
Basic 1 Disconnects (residential)	xxx
Net Gain/Losss	xxx

*EBUs - Equivalent Business Units

CONFIDENTIAL

[Comcast letterhead]

July 30, 2020

Northern Dakota County Cable Communications Commission
5845 Blaine Avenue
Inver Grove Heights, MN 55076

Dear Northern Dakota County Cable Communications Commission:

The purpose of this letter of agreement is to memorialize commitments between Comcast of St. Paul, Inc. ("Comcast") and the Northern Dakota County Cable Communications Commission ("Commission") that are in addition to the obligations contained in the renewal franchise agreement to be adopted by the Commission's seven member cities (hereinafter collectively, "the Franchise"). These items set forth herein: 1) have been negotiated in good faith and mutually agreed to by the parties as part of the informal franchise renewal process pursuant to 47 U.S.C. 546(h); 2) are provided by Comcast in consideration of the grant of the Franchise by the City; and 3) specifically relate to unique community needs that exist in the Commission and its member cities. This letter of agreement shall become effective upon approval by the Commission.

1. **Complimentary Cable Service to Public Buildings/Schools**

a. Comcast and the Commission agree that under the FCC Section 621 Order (currently pending appeal), complimentary accounts are not a condition of the renewed franchise. Comcast will itemize fair market value price for all former complimentary service locations (approximately 46 sites in Comcast's current Franchise effective April 2000, attached as Exhibit A), which shall be at rates at or below the attached Comcast municipal pricing sheet at Exhibit C (*Comcast's municipal pricing sheet to be attached as Exhibit C*), and shall be subject to Comcast's regular, nondiscriminatory rate adjustments.

b. Commission/City or former Complimentary Service recipients (schools, libraries, et al) have the right to choose to retain Cable Service at the rates listed on the municipal pricing sheet or terminate Cable Service to their Location.

c. If the FCC Section 621 Order (*Third Report and Order in MB Docket No. 05-311 adopted by the FCC on August 1, 2019*) (herein "621 Order") is stayed or overturned by action of the FCC or through judicial review, and franchise-mandated complimentary services to public buildings are no longer considered to be "franchise fees" under 47 USC §542, then for the remaining Franchise term Commission/City may require Comcast to provide complimentary basic Cable Service to the former Complimentary Service Locations listed in Exhibit B.

2. **Institutional Network – I-Net**

a. The I-Net is not a condition of the renewed cable franchise. Comcast will wind down its I-Net obligation as follows:

i. Comcast will provide existing dark fiber connections (former I-Net fiber), at no charge, from the Effective Date of the renewed franchise through the end of calendar year 2020 ("Termination Date"), to the following locations:

(A) Four (4) Inver Grove Heights sites; and

(B) Two (2) West St. Paul sites.

ii. Comcast will provide exactly what is in place today under the former franchise(s) (franchises adopted in the year 2000) to the above six (6) sites – no managed services required by the cities/sites.

iii. In the event the Cities should experience unavoidable fiber construction delays in 2020 (i.e. the COVID-19 crisis, weather, early winter frost, etc.) the Commission shall have the option to extend the Termination Date for any of the above locations. Any such extension of the Termination Date shall not extend beyond October 31, 2021. If such an extension is required, the Commission shall pay Comcast $330 per location for each additional month beyond the end of calendar year 2020.

iv. But for any unavoidable construction delays for the six sites noted above, Comcast is relieved of the obligation to serve all other existing I-Net sites as of January 1, 2021 and shall have no further obligation to provide I-Net services.

v. The parties agree that Comcast shall not treat any costs incurred in performing under this Paragraph 2 as franchise fees, and agree that this provision is a reasonable way to come into compliance with the 621 Order as contemplated in the FCC's Order on Reconsideration of the 621 Order (¶5)(Released Feb. 11, 2020).

The terms and conditions of this letter agreement are binding upon the Commission and Comcast and their successors and assigns. In the event Comcast seeks to transfer the Franchise to another entity, Comcast agrees to require the new transferee to honor the terms of this side letter agreement as a condition of such transfer. Enforcement of the terms of this letter agreement shall be consistent with the enforcement procedures set forth in the Franchise.

Acknowledged and agreed to this ___ day of _____, 2020.

Comcast of St. Paul, Inc.	Northern Dakota County Cable Communications Commission
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

EXHIBIT A

<u>NDC4 COMCAST FRANCHISE EXHIBIT B-1 Effective April 2000 to present</u>

(FORMER) SERVICE TO PUBLIC AND PRIVATE BUILDINGS

Dakota County

IN NDC SYSTEM

Inver Glen Library
8098 Blaine Avenue
Inver Grove Heights, MN 55076

Wentworth Library
199 East Wentworth Avenue
West St. Paul, MN 55118
Northern Service Center
(under construction)
5 West Mendota Road

ISD #199

Inver Grove Elementary School
4100 East 66th Street
Inver Grove Heights, MN 55076

Pine Bend Elementary School
9875 Inver Grove Trail
Inver Grove Heights, MN 55076

Hilltop Elementary School
3201 East 68th Street
Inver Grove Heights, MN 55076

South Grove Elementary School
7650 Clayton Avenue
Inver Grove Heights, MN 55076

Salem Hills Elementary School
5899 East Babcock Trail
Inver Grove Heights, MN 55076

ALL IN ONE COMPLEX

Inver Grove Middle School
8167 Cahill Avenue East
Inver Grove Heights, MN 55076

Simley Senior High School
2920 East 80th Street
Inver Grove Heights, MN 55076

ISD #199 District Office
2990 80th Street East
Inver Grove Heights, MN 55076

Inver Grove Heights

Inver Grove Heights City Hall
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Inver Grove Heights Police Department
8150 Barbara Avenue
Inver Grove Heights, MN 55077

IGH Fire Department
2059 Upper 55th Street E
Inver Grove Heights, MN 55077

IGH Fire Department
7015 Clayton Avenue
Inver Grove Heights, MN 55076

ISD #197

Henry Sibley High School
1897 Delaware Avenue
Mendota Heights, MN 55118

Friendly Hills Middle School
701 Mendota Heights Road
Mendota Heights, MN 55118

Heritage Middle School
121 West Butler Avenue
West St. Paul, MN 55118

Somerset Elementary School
1355 Dodd Road
Mendota Heights, MN 55118

Mendota Heights Elementary School
1979 Summit Lane
Mendota Heights, MN 55118

Moreland Elementary School
217 West Moreland Avenue
West St. Paul, MN 55118

Garlough Elementary School
1740 Charlton Street
West St. Paul, MN 55118

West St. Paul

West St. Paul City Hall
1616 Humboldt Avenue
West St. Paul, MN 55118

South St. Paul

South St. Paul City Hall
125 3rd Avenue
South St. Paul, MN 55075

South St. Paul Public Library
106 3rd Avenue N.
South St. Paul, MN 55075

Wakota Arena (School)
141 East 6th Street
South St. Paul, MN 55075

South St. Paul Municipal
Airport (Fleming Field)
520 Airport Road
South St. Paul, MN 55075
(shall be considered a subsequently designated building pursuant to Section 6(2) of this Franchise)

Lilydale

Lilydale City Hall
855 Sibley Memorial Hwy
Lilydale, MN 555118

Sunfish Lake

Sites to be determined

Mendota

Sites to be determined

Mendota Heights

Mendota Heights City Hall
1101 Victoria Curve
Mendota Heights, MN 55118

Mendota Heights Police Department
1101 Victoria Curve
Mendota Heights, MN 55118

Mendota Heights Fire Department
2121 Dodd Road
Mendota Heights, MN 55120

South St. Paul Schools

South St. Paul High School
700 2nd St. N.
South St. Paul, MN 55075

District Office
104 5th Ave. So.
South St. Paul, MN 55075

ECFE
1549 5th Ave. So.
South St. Paul, MN 55075

Lincoln Center
357 9th Ave. N.
South St. Paul, MN 55075

Kaposia Education Center
1225 1st Ave. So.
South St. Paul, MN 55075

ALC
151 6th St. E.
South St. Paul, MN 55075

Private Schools

Convent of the Visitation School
2455 Visitation Drive
Mendota Heights, MN 55120

Emanuel Lutheran School
115 Crusader Avenue
West St. Paul, MN 55118

St. Croix Lutheran High School
1200 Oakdale Avenue
West St. Paul, MN 55118

St. John Vianney School
1815 Bromley Street
South St. Paul, MN 55075

St. Joseph's School
1138 Seminole Avenue
West St. Paul, MN 55118

St. Michael's School
335 E. Hurley Street
West St. Paul, MN 55118

St. Thomas Academy
949 Mendota Heights Road
Mendota Heights, MN 55120

Holy Trinity School
745 - 6th Avenue S.
South St. Paul, MN 55075

Colleges

Inver Hills Community College
2500 East 80th Street
Inver Grove Heights, MN 55076

EXHIBIT B

LOCATION	ADDRESS
City of IGH	
FIRE DEPT, INVER GROVE HTS	7015 CLAYTON AVE APT 1
FIRE DEPT, IGH 3	2059 UPPER 55TH ST E
FIRE DEPT, NEW STATION 2	9200 COURTHOUSE BLVD 55077
CITY OF, INVER GROVE	8150 BARBARA AVE
ISD #199	
ELEM SCHOOL, HILLTOP	3201 68TH ST E
MIDDLE SCHOOL, IGH	8167 CAHILL AVE
SCHOOL, SIMLEY HIGH	2920 80TH ST E
SCHOOL, PINE BEN	9875 INVER GROVE TRL
ELEM SCHOOL, SALEM	5899 BABCOCK TRL
LIBRARIES	
LIBRARY, INVER GROVE	8098 BLAINE AVE
LIBRARY, S ST PAUL	106 3RD AVE N
LIBRARY, WEST ST. PAUL	Wentworth Avenue
CABLE COMM, NDC	5845 BLAINE AVE APT 1
CABLE COMM, NDC	5845 BLAINE AVE APT 2
CITY HALL, LILYDALE	1011 SIBLEY MEMORIAL HWY
City of Mendota Heights	
CITY HALL, MENDOTA HEIGHTS	1101 VICTORIA CURV
POLICE DEPT, MENDOTA HGTS	1101 VICTORIA CURV
FIRE DEPT, MENDOTA HGTS	2121 DODD RD
ISD #197	
HIGH SCHOOL, HENRY SIBLEY	1897 DELAWARE AVE APT A
SCHOOL, MENDOTA	1979 SUMMIT LN
MIDDLE SCHO, FRIENDLY HILLS	701 MENDOTA HEIGHTS RD
MIDDLE SCHOOL, HERITAGE	121 BUTLER AVE W
ELEM SCHOOL, PAUL MORELAND	217 MORELAND AVE W
ELEM SCHOOL, GARLOUGH	1740 CHARLTON ST
SOMERSET ELEMENTARY SCHOOL	1355 DODD ROAD
SOUTH ST. PAUL SCHOOLS #6	
SENIOR HIGH, S ST PAUL	700 2ND ST N
CENTER, KAPOSIA EDUCATION	1225 1ST AVE S
ELEMENTARY, LINCOLN CENTER	357 9TH AVE N
BUILDING, S ST PAUL ADMIN	104 5TH AVE S
City of SSP	
CITY HALL, SSP	125 3RD AVE N
FIRE, S ST PAUL	310 MARIE AVE
POLICE DEPT, S ST PAUL	125 3RD AVE N APT B
MAINT BUILDING, S ST PAUL	400 RICHMOND ST W

LOCATION	ADDRESS
City of WSP	
CITY HALL, W ST PAUL	1616 HUMBOLDT AVE APT A
FIRE FIGHTERS, INTL ASSN OF	1616 HUMBOLDT AVE APT B
POLICE, WEST ST PAUL	1616 HUMBOLDT AVE
PUBLIC WORKS, W ST PAUL	403 MARIE AVE E

EXHIBIT C

BUSINESS BASIC CABLE PRICING	BUSINESS SELECT CABLE PRICING	BUSINESS SERVICE EQUIPMENT & FEES
Currently $24.60 - includes BTV Fee.	Currently $42.65 - includes BTV and RSN Fees.	$9.95 per piece of equipment (DTA or HD Box). $5.00 per account for HD Service

NORTHERN DAKOTA COUNTY CABLE COMMUNICATIONS COMMISSION

RESOLUTION NO. 8-5-2020-1

RESOLUTION RECOMMENDING RENEWAL OF A CABLE TELEVISION FRANCHISE WITH COMCAST OF ST. PAUL, INC.

WHEREAS, the Northern Dakota County Cable Communications Commission (the "Commission") is a Joint Powers Cooperative organized pursuant to Minnesota Statutes §238.08 and §471.59, as amended, and includes the following seven (7) municipalities: Inver Grove Heights, Lilydale, Mendota, Mendota Heights, South St. Paul, Sunfish Lake, and West St. Paul, Minnesota (the "Member Cities"); and

WHEREAS, in the spring of 2000, the Member Cities enacted separate ordinances and entered into individual franchise agreements authorizing MediaOne of St. Paul, Inc. to provide cable service (collectively, the "Franchises"); and

WHEREAS, as a result of several transfers of the Franchises, Comcast of St. Paul, Inc. ("Comcast") currently holds the Franchises in the Member Cities; and

WHEREAS, the initial term of the Franchises has been extended multiple times by agreement of Comcast, the Commission, and the Member Cities; and

WHEREAS, the Commission has the authority to administer the Franchises on behalf of the Member Cities, including negotiating and recommending renewal of the Franchises; and

WHEREAS, the Commission and Comcast have informally negotiated the attached renewed cable television franchise (the "2020 Franchise") as contemplated by federal law at 47 USC § 546(h); and

WHEREAS, it is the finding of the Commission that adoption of the 2020 Franchise is in the best interests of the Member Cities and their residents.

NOW, THEREFORE, BE IT RESOLVED THAT, the Commission hereby recommends adoption of the 2020 Franchise by its Member Cities.

This resolution is passed and adopted by the Commission this 5th day of August _____, 2020.

NORTHERN DAKOTA COUNTY CABLE COMMUNICATIONS COMMISSION

By: Gene Tourville

Its: Chair

ATTEST:

Judith M. Miller

Executive Director

ATTACHMENT 1

2020 Cable Television Franchise

Comcast Franchise Renewal

Northern Dakota County Cable Communications Commission (NDC4)

August 5, 2020

Brian T. Grogan, Esq.

(612) 877-5340

www.lawmoss.com

What are we here to consider?

- **After more than 5 years of effort we have a draft franchise for consideration!**
- **Joint Powers Agreement**
  - Commission to recommend franchise renewal document to Member Cities
  - Requires affirmative vote of 2/3 of total eligible weighted votes
  - If Commission approves draft franchise
    - Each of the Member Cities will consider franchise at City Council meeting
    - Process may take additional 6 weeks to complete
    - If approved, Comcast executes the 7 franchises

Timeline – how did we get here?

April 2000

- Comcast franchise granted

August 2012

- Comcast requests renewal
- Formal and informal

2013 and 2014

- NDC4 comprehensive needs assessment

Early 2014

- Commission commences informal renewal negotiations

June 2014

- Comcast proposes to transfer franchise

Timeline

February 2015

- CenturyLink applies for competitive franchise

March 2015

- Initial term of Comcast franchise expires
- NDC4 Member Cities grant extension
- First of 6 extensions of franchise term

April 2015

- Comcast terminates transfer request

March 2016

- CenturyLink granted franchises

Informal renewal negotiations with Comcast

Comcast Formal Renewal

February 2018

- The Commission directed staff to begin preparing "formal" renewal documents required under the Cable Act
- Commission prepared a Needs Report which includes:
  - Formal Needs Assessment Report
  - Request for Formal Renewal Proposal
  - Model Cable Television Franchise Ordinance

April 4, 2018 - Full Commission approved the Needs Report

August 15, 2018 - Comcast submitted its Formal Proposal to the Commission in response to the Needs Report

Comcast Formal Renewal

December 12, 2018

- Commission recommended that the Member Cities issue a preliminary assessment that the Comcast Formal Proposal should be denied and the Comcast Franchise should not be renewed

1st Quarter 2019

- The NDC4 Member Cities each voted to preliminarily deny Comcast's Formal Proposal
- LMCIT assigned litigation attorney
- Administrative Law Judge assigned
- Informal settlement meetings continued to run parallel to formal legal milestones

FCC 621 Order

- **Order Adopted –** August 2, 2019
- **Effective Date** - September 26, 2019
- **Reinterprets** - 35 year old Cable Act
- **Appeal of FCC 621 Order**
  - NDC4 and many others are parties to legal challenge
  - Decision on appeal not expected until spring of 2021, or later

FCC 621 Order

- **Nonmonetary franchise obligations – potential offset from FF**
- Valued at **"fair market value"**
  - Includes, <u>but not limited to</u>:
    - Free or discounted service to schools and public buildings
    - "Maintenance and use" for PEG transport
      - Does not include cost of construction
    - Institutional networks
      - Operator allowed to charge FMV
      - Separate network serving cities and schools
- **Excludes customer service and buildout franchise obligations**

FCC 621 Appeal

- **Cities ask "court" to issue Stay – December 4, 2019**
- **At the request of the Cable Industry**
  - FCC issues Order on Reconsideration - February 11, 2020
    - Deletes the language favorable to cities re franchise renegotiations
  - Appears to leave option for unilateral franchise fee deductions
- **6th Circuit denied Stay request – March 19, 2020**
- **Final decision on merits of case unlikely before 2021**

Key Terms of New Franchise

1. **10 year term**
2. **5% Franchise Fee**
   a) Strong definition of “Gross Revenues”
   b) Bundled services addressed
   c) Payments due within 30 days of end of quarter – along with report showing computation
3. **Competitive Equity**
   a) Protection for Comcast should cable service competitor enter market
4. **City Code incorporated**
   a) ROW protections
   b) Definition of “street”
   c) Minnesota Rules referenced to address utility protections for ROW

Key Terms of New Franchise

5. **Performance Bond - $100,000**
6. **Letter of Credit - $25,000**
7. **Streamlined Enforcement Procedure**
8. **Strong Customer Service Standards**
   a) FCC standards
   b) Franchise obligations
   c) Reporting obligations
      i. Trade secret/confidentiality
      ii. Subscriber statistics due 6 times per year (currently monthly)
      iii. Telephone Service Level (TSL) due quarterly (currently monthly)

Key Terms of New Franchise

9. **7 PEG Channels**
   a) Channel #s 14, 15, 16, 18, 19, 20 and 21
   b) Within 90 days of effective date
      i. 5 SD and 2 HD PEG Channels provided
   c) 3rd HD PEG Channel provided January 1, 2022
      i. Retain 5 SD PEG channels
   d) Upon 5th anniversary
      i. Comcast can provide 90 days notice
         i. Commission gives back 1 SD PEG Channel
         ii. Resulting in 4 SD and 3 HD PEG channels
   e) If Comcast terminates SD channels and services
      i. Comcast moves to all HD lineup
      ii. After 90 days written notice to Commission
      iii. Comcast will provide 4 HD channels

Key Terms of New Franchise

10. PEG Fee

a) 2.25% of gross revenues
   i. Existing PEG fee started at $.83 – currently $1.99

b) Payment due quarterly to the Commission
   i. PEG Fee is over and above 5% franchise fee

c) PEG Fee to be used for PEG capital purposes

d) Comcast can recoup additional PEG capital separate from PEG fee line item
   i. Consistent with federal Cable Act and FCC regulations

Key Terms of New Franchise

11. PEG issues

a) Transport and Interconnection
   i. Other Twin Cities PEG stations by Prisma and C-RAN
   ii. Satellite feeds
   iii. Fiber backhaul for city halls
   iv. Cable modem for truck

b) Technical quality

c) PEG monitoring – Commission office and 4 City Halls

Side Letter Agreement

Service to public buildings

a) Impact by FCC 621 order

b) Comcast has option to charge schools and public buildings for cable service

c) If FCC order is overturned by Court - then complimentary service is restored.

Institutional Network

a) Comcast will wind down I-Net

b) Dark fiber through end of 2020

- 4 Inver Grove Heights sites; and
- 2 West St. Paul sites.

c) Possible extension to 10/31/21

d) $330 per location for each additional month beyond the end of calendar year 2020.

Commission Consideration - Weighted Vote

Action on Recommended New Cable Franchise

- Requires "weighted vote"
- Approval by 2/3 of all eligible weighted votes – 30 votes

Member City	Votes Per City
Inver Grove Heights	12
Lilydale	2
Mendota Heights	6
Mendota	2
Sunfish Lake	2
South St. Paul	10
West St. Paul	10
TOTAL VOTES	**44**

Commission Staff and Outside Legal Counsel

Commission staff recommends adoption of resolution and approval to execute side letter with Comcast.

Questions?

Brian T. Grogan, Esq.

Moss & Barnett, A Professional Association
150 South Fifth Street, Suite 1200
Minneapolis, MN 55402
(612) 877-5340 phone / (612) 877-5031 facsimile
E-mail: Brian.Grogan@lawmoss.com
Web site: www.lawmoss.com

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and Council**

Through: **Ryan Schroeder, City Manager**

Jim Hartshorn, Comm. Dev. Director

From: **Melissa Sonnek, City Planner**

Date: **September 14, 2020**

Plat Review for Property Line Adjustment between 1019 Smith and 1010 Dodd – Continued from 08/31/2020 Council Meeting

BACKGROUND:

At the August 31st, City Council meeting the request for a property line adjustment was continued to allow for additional time for the EDA to review the case. Since this time, the EDA has voiced a preference for an encroachment agreement rather than a property line adjustment, which would include the sale of a portion of the 1010 Dodd Rd property.

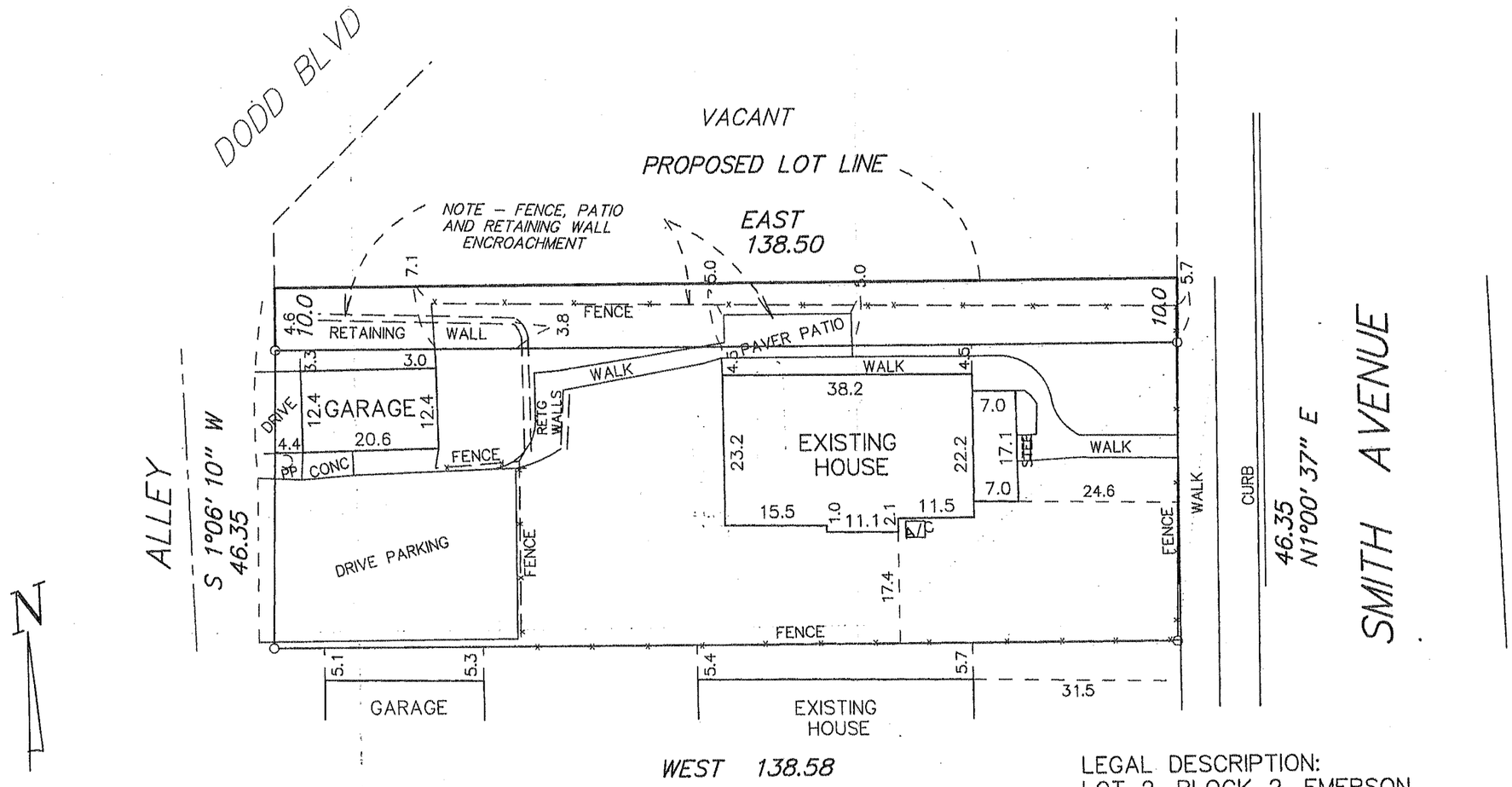
Additional detail on this request can be found in the attached memos from the previous City Council and Planning Commission meetings.

ATTACHMENTS:

Property Survey
Planning Commission Memo 08/18/2020
City Council Memo 08/31/2020
Resolution (denial)

STAFF RECOMMENDATION:

Based on discussion at the previous meeting, Staff recommends the City Council hold a public hearing for those wishing to speak on the item and deny the plat application for the property line adjustment between 1019 Smith Ave. and 1010 Dodd Rd.



0 20 40 60

SCALE IN FEET

X992.5 = EXISTING SPOT ELEVATION.

X(998.0) = PROPOSED SPOT ELEVATION

= DIRECTION SURFACE DRAINAGE

COH = CANTILEVERED OVERHANG

OHL = OVERHEAD UTILITY LINE

GFE = GARAGE FLOOR ELEVATION

TFE = TOP OF FOUNDATION ELEVATION

LFE = LOWEST FLOOR ELEVATION

LEGAL DESCRIPTION:
LOT 2, BLOCK 2, EMERSON ADDITION, DAKOTA COUNTY., MN.

PROPOSED
AND THE SOUTH 10.0 FEET OF
LOT 1, BLOCK 2, EMERSON ADDITION
AREA = 1364 SF

ADDRESS–
1019 SMITH AVENUE S
WEST ST. PAUL, MN
PID#42-23750-02-020

LOT AREA = 6417 SF/ 0.14 AC

Land
Frank R. Cardarelle Surveyor
6440 FLYING CLOUD DRIVE
EDEN PRAIRIE,MN 55344
952-941-3031

PROPOSED LOT LINE REALIGNMENT

BUTTGERIT/LEWANDOWSKI for RESIDENCE

7/8/2020 PROPOSED LOT LINE

PROJECT NO.	BOOK
DATE MAY12, 2020	PAGE
REVISIONS	

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

FRANK R. CARDARELLE REG. NO. 6508

CITY OF WEST ST. PAUL

Planning Commission Report

To: **Planning Commission**

From: **Melissa Sonnek, City Planner**

Date: **August 18, 2020**

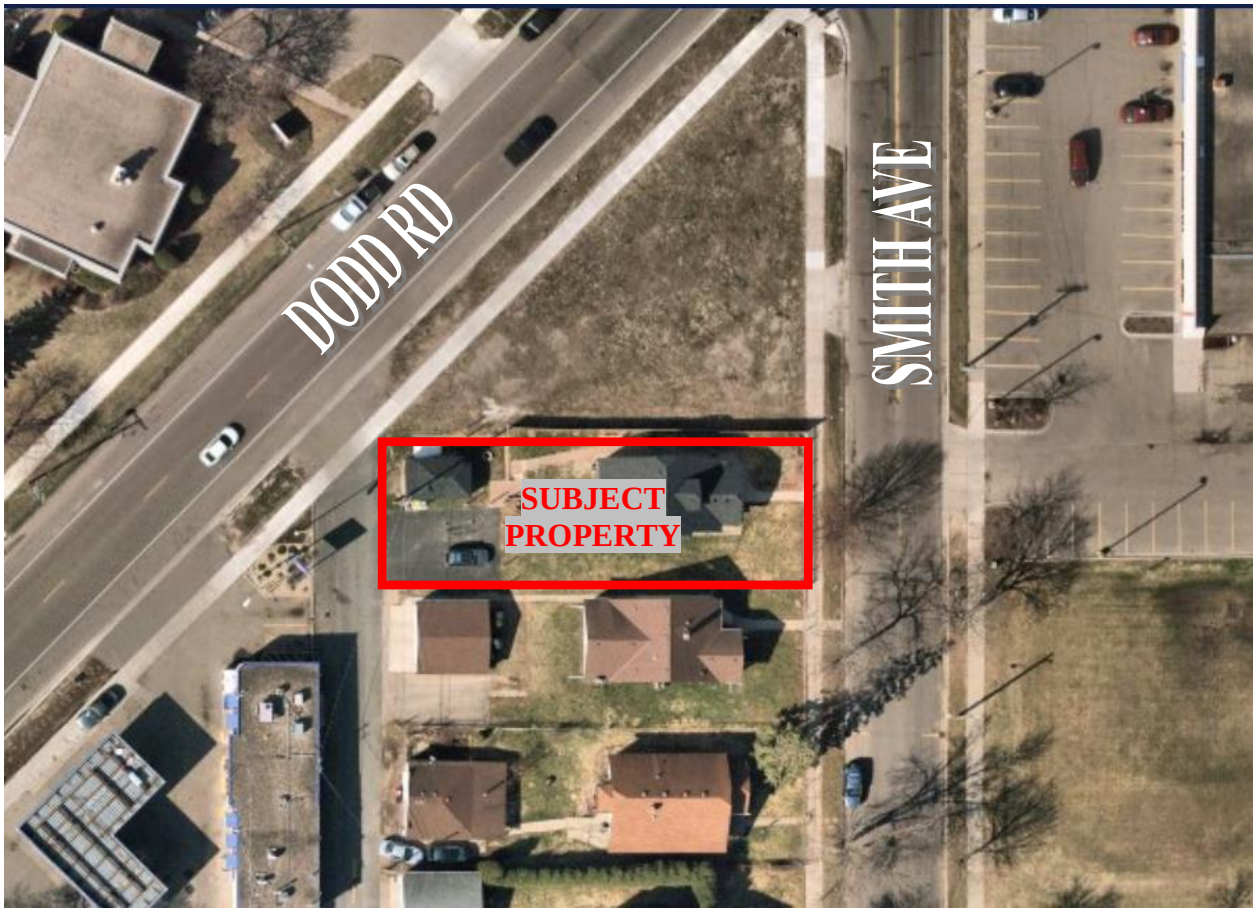
Plat Review for Property Line Adjustment between 1019 Smith and 1010 Dodd – Michael Buttgereit

REQUEST:

Mr. Buttgereit is requesting the review of a proposed property line adjustment to bring an existing fence onto his property rather than the adjacent property to the north 1010 Dodd Road, which is owned by the West St. Paul Economic Development Authority (EDA). The proposed adjustment is to move the existing property line 10ft north of where it is currently located.

ATTACHMENTS:

Application/Notice
Engineering Review
Property Survey
Staff Presentation



CURRENT USES AND ZONING:

	Use	Zoning
Subject Property	Residential - Single Family Home	R1A – Single Family
Properties to North	N/A – Vacant Lot	B2 – Neighborhood Business
Properties to East	Commercial – Dodd Way Shopping	B2 – Neighborhood Business
Properties to South	Residential - Single Family Home	R1A – Single Family
Properties to West	Commercial – Office Building	B2 – Neighborhood Business

ANALYSIS:

Lot Summary

Gross Acres – 0.14 Acres (6,417 sq. ft.)
Proposed Addition: 1,364 sq. ft. (southern 10ft of 1010 Dodd Rd).

Existing Conditions

As detailed above, the existing lot contains a single family home and a detached garage. The proposed property line adjustment will bring an existing fence and retaining wall legally back to the 1019 Smith Ave. property.

ENGINEERING REVIEW:

The City Civil Engineer reviewed the plat application and requested the property dedicate 10 foot utility/drainage easements along the eastern property line (Smith Ave.) and 5 foot easements along all other property lines.

STAFF RECOMMENDATION:

Staff recommends the APPROVAL of the PROPERTY LINE ADJUSTMENT between 1019 Smith Avenue and 1010 Dodd Road, subject to the following conditions:

1. Property line adjustment is contingent upon the EDA sale/purchase agreement for the 10ft of property detailed in the survey, and
2. Property owner shall provide drainage and utility easements around the perimeter of the property as noted in the Engineering memo dated August 6, 2020.

Timeline

August 18 – PC Public Hearing
August 31 – CC Public Hearing

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Jim Hartshorn, EDA Executive Director**

From: **Melissa Sonnek, City Planner**

Date: **August 31, 2020**

Plat Review for Property Line Adjustment between 1019 Smith and 1010 Dodd – Michael Buttgereit

BACKGROUND:

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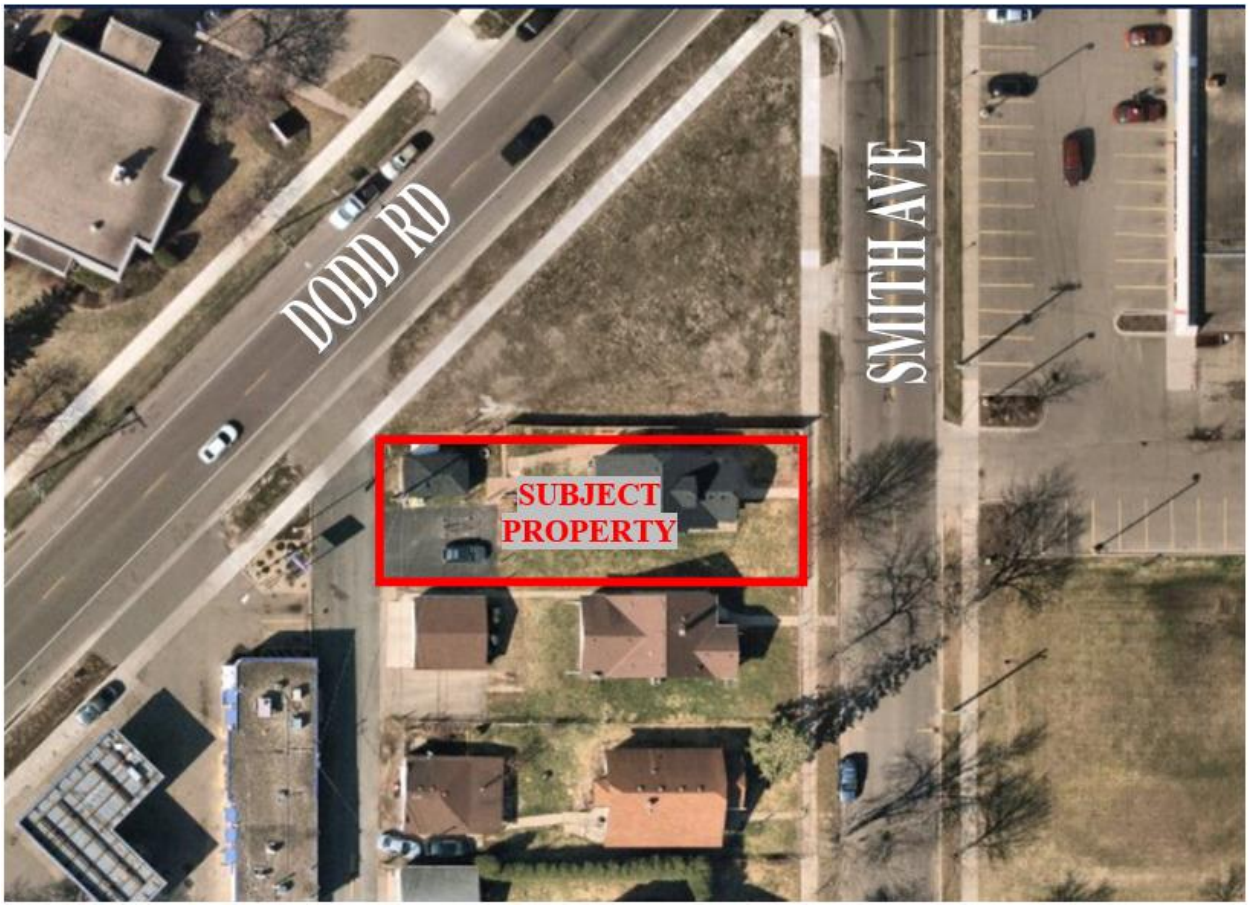
ATTACHMENTS:

Property Survey
Planning Commission Memo



ANALYSIS:

Lot Summary

Gross Acres – 0.14 Acres (6,417 sq. ft.)
Proposed Addition: 1,364 sq. ft. (southern 10ft of 1010 Dodd Rd).

Existing Conditions

As detailed above, the existing lot contains a single family home and a detached garage. The proposed property line adjustment will bring an existing fence and retaining wall legally back to the 1019 Smith Ave. property.

PLANNING COMMISSION:

The Planning Commission met in regular session on August 18th, 2020 to review the plans and held public hearing for the plat. No one from the public came forward or called to speak on the item. The Planning Commission voted 6-0 in favor of continuing the review of the proposal, to allow the EDA to review the case and consider both options:

1. The sale of the property,
2. The creation of an easement/encroachment agreement.

STAFF RECOMMENDATION:

Staff recommends that Council continue the public hearing to the next meeting to allow for additional time for both Staff and the EDA to review the item.

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 20-

RESOLUTION DENYING A PROPERTY LINE ADJUSTMENT BETWEEN 1019 SMITH AVENUE AND 1010 DODD ROAD

WHEREAS, a property survey (per attached exhibit) has been submitted to the City for the two properties legally described as:

Lot 1: LOT 2, BLOCK 2 EMERSON R C ADDITION (1019 Smith Avenue)

Lot 2: LOT 1, BLOCK 2 EMERSON R C ADDITION (1010 Dodd Road)

WHEREAS, a public hearing concerning the property line adjustment was held before the West St. Paul City Council on September 14, 2020; and

NOW, THEREFORE, BE IT RESOLVED by the West St. Paul City Council that the property line adjustment between 1019 Smith Avenue and 1010 Dodd Road, requested by Michael Buttgereit, is hereby denied based on the following:

1. General discussion consensus was reached by the EDA in favor of an encroachment agreement opposed to a property line adjustment.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 14th day of September, 2020.

Attest:

_____ _____

David J. Napier, Mayor Shirley R Buecksler, City Clerk

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Charlene Stark, Finance Director**

Date: **September 14, 2020**

2021-2030 Capital Equipment Plan/Capital Infrastructure Plan (CEP-CIP)

BACKGROUND INFORMATION:

Each year during the budget process the 10-year CEP/CIP is reviewed and revised. During the August 17 Open Council Workshop. City Council was updated on the changes to the plan.

This year's highlights included increased spending by third party funding opportunities as well as increased spending for local streets and trails and sidewalks.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Accept the 2021-2030 CEP-CIP plan as presented.

CAPITAL IMPROVEMENT AND EQUIPMENT PLAN

2021-2030

- Buildings
- Park improvements: Parks, Arena, Pool, Dome
- Street Improvements
- Technology Improvements
- Vehicle - Equipment
- Sewer and Storm
- Master Planning Documents and Definitions

CITY OF WEST ST. PAUL

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City of West St. Paul 2021-2030 Capital Equipment (CEP) and Capital Improvement (CIP) Plan

The CIP/CEP is a planning document that forecasts facilities and infrastructure future needs (CIP) and replacement of rolling stock and other equipment (CEP) over the next ten-year period. The CIP/CEP does not represent a spending commitment but instead it projects when capital expenditures are likely to occur should required funding become available to complete current priorities. Funding derives from cash reserves, tax levies/property tax, Local Government Aids (LGA), MSA funds (state funding for municipal state aid streets), sales tax, utility franchise fees, benefit assessments, gifts and grants, and other available funds. Revenue sources are projected within this planning document. In those cases when projected revenues are not realized on schedule project delays should be expected.

Each year, as part of the budget process, the City Council determines if proposed projects should be included within the budget for the succeeding year. Absent a specific budget authorization the expenditure should not occur. However, it is often the case that project planning, design, and engineering will occur a year, two, or three in advance of a project bid award. Hence, staff would be working on aspects of a project a few years in advance of the specific budget authorization to proceed toward construction or acquisition. As such, projects or purchases in the first year of the CIP should be read as proposals for budget inclusion. Second year infrastructure projects are those for which engineering will be requested in the very near term. Third year and subsequent projects would be projected but subject to change.

As the City plans for future infrastructure and facilities within the CIP/CEP City Council and staff weave together capital needs, those of the operating units, fiscal requirements of the organization and the delivery of services to the taxpayer, ratepayer and other stakeholders.

Debt Management

The need to closely monitor cash reserves and debt load has been a growing focus of the City Council due to significant borrowing toward facilities and infrastructure since 2012. An aggressive facilities and infrastructure approach from 2012 absorbed an increasing level of cash resources and budgetary capacity through 2018 creating the desire for a proactive course correction as demonstrated by recent Council actions some of which are:

- June 11, 2018 Adoption of the Financial Management Plan
- November 13, 2018 Adoption of 2019-2028 CIP/CEP including fund cash balance targets

- December 10, 2018 Adoption of 2019-20 Budget (first two-year budget document)
- June 24, 2019 Adoption of Debt Management Plan
- June 24, 2019 Adoption of Local Option Sales Tax implementation for roadway infrastructure
- July 1, 2019 Adoption of Gas Utility 20 year Franchise Ordinance creating CIP revenues
- July 22, 2019 Adoption of Post Issuance Debt Compliance Policy and Procedures
- November 25, 2019 Adoption of Amended Debt Management Plan
- December 9, 2019 Adoption of 2020-2029 CIP/CEP

The above actions include a number of policy statements, which inform future decisions and provide a plan, the dedication toward which will result in structured and consistent fiscal condition improvements going forward. The most significant of these policy statements are:

- Avoidance of future debt issuance to the extent practicable but for scheduled 2021 and 2023 borrowing to replace critical sanitary sewer lift station and force main infrastructure; all other facility and infrastructure projects are to be completed on a cash basis
- Establishment of cash balance targets for not only the General Fund but all revenue, agency, and enterprise funds of the City organization; included are allocations toward the building maintenance fund to ensure major systems and facility envelopes are funded in advance
- Direction to take advantage of debt early call dates and/or the opportunity to either advance refund higher interest rate debt or to pay off outstanding debt as cash becomes available
- Allocation of state authorized local option sales tax revenues toward reconstruction or substantial rehabilitation of MSA, collector, and significant roadway infrastructure on a cash basis during a substantial portion of the 20 year authorization of this $28 million revenue source
- Ensure that third party funding/leveraging of future facilities and infrastructure needs is a primary consideration of scheduling capital improvements

Resulting from the above Council actions, improvements in fiscal condition have occurred by YE 2019. The financial and debt management plans in place project continued improvements through at least 2028. During that period, we project an average annual decline in outstanding all funds debt of over $2.5 million per year and growth in cash reserves of about 2% per annum.

Adoption of the Financial Management Plan on June 11 2018 amended the fund balance policy. The result is that after a set aside of 60% of subsequent year levy and aids into a General Fund contingency any remaining funds are allocated as follows:

- Debt Reduction: 35% of available funds
- Equipment Replacement: 25% of available funds
- Building Replacement: 25% of available funds
- Future Pavement Management: 15% of available funds

With adoption of the 2019-20 Budget on December 10, 2018 the City Council created the Debt Reduction Fund. Available cash within this fund is allocated toward early debt retirement when the opportunity exists.

CIP/CEP Revenue Sources

Local Sales Tax

At the 2018 general election, the voters authorized the City to request Legislative authority to adopt a ½-cent sales tax to fund future roadway infrastructure. The State did provide the authority and on June 24, 2019, the City Council adopted the sales tax to take effect on January 1, 2020. The sales tax authorization extends for a twenty-year period and is projected to raise $28 million in revenue over that period. The City would need to gain additional legislation to extend the tax beyond the 20-year authorization.

The City will begin receiving sales tax revenue on a monthly basis during 2020. It is intended that 2020 revenues, and those received in subsequent years, provide the opportunity for the City to conduct major roadway rehabilitation and reconstruction projects on MSA, collector and other critical portions of the street system during the next twenty years. It is intended that this revenue source, along with allocations of utility franchise fee revenue, Local Government Aid (LGA), Municipal State Aid (MSA) allocations and benefit assessments provide the opportunity to conduct the annual street program on a cash basis.

Under the State sales tax authorization the City does have the option of using tax proceeds to cover debt payments for future infrastructure should the need arise. However, avoidance of additional borrowing for roadway projects until 2035 would allow the City to retire all existing debt currently in the portfolio.

The Minnesota Department of Revenue is anticipating adoption of a new schedule of administrative fees against local revenues during 2020. These fees, to cover the cost of administering sales tax on our behalf is currently estimated at 2% of total sales tax paid within the community.

The City's management anticipate's the sales tax collection amounts as follows:

- 2020: $1,300,000 (projected)
- 2021: $1,325,000 (projected)

Local Government Aid

Local Government Aid (LGA) is a general purpose state aid that can be used for any lawful expenditure. Over the years, there have been shifts in how LGA is allocated by the City. Currently the preponderance of LGA is allocated toward CIP projects and debt retirement. The Department of Revenue certifies LGA for cities based on current LGA statutes, including any changes enacted during the most recent legislative session.

LGA has not been a consistently reliable revenue source. In the years 2002-2004 and again between 2008 and 2011 the statewide LGA pool was reduced after aid levels had already been certified to cities in order to address State fiscal deficits in those years. Further, the LGA pool has declined as a percentage of City budgets since 2001 in which year total statewide LGA was at $607,826,080. In 2019, the pool was at $534,398,012, which was improved for 2020 to $560.4 million and 2021 to $564.4 million. Due to uncertainties of this revenue, the City attempts to allocate LGA conservatively. In 2020, transfers of this aid are to occur on July 20 and December 20. Recent LGA receipts are as follows.

- 2018: $1,341,723
- 2019: $1,348,838
- 2020: $1,457,291 (certified)
- 2021: $1,467,600 (projected)

Electric/Gas Utility Fees

The City allows the electric and gas utility (Xcel) the opportunity to locate facilities within City rights of way under agreements approved as franchise ordinances. In exchange, the City charges the utility a fee, which the utility, in turn, levies against its customer base at 6% of electric bills and 3% of natural gas bills. For a typical residential customer the resulting charge is about $4.20/month on electric and $1.62/month of gas bills. The revenue generated is generally allocated toward CIP projects. Recent annual revenues have been as follows.

- 2017: $855,285
- 2018: $1,005,929
- 2019: $1,032,325

- 2020: $1,147,308 budgeted
- 2021: $1,050,000 projected

Municipal State Aid

Municipal State Aid (MSA) are funds allocated by the State to cities over 5,000 in population to assist with maintenance of larger collector/high volume streets designated as MSA roadways. Statewide there are 148 cities, which are allocated a pool (2020) of $192.4 million to supplement maintenance needs on 3,795 miles of roadways. The pool is allocated based upon a formula that includes population (50%) and construction needs (50%). The pool receives its funding from the Minnesota Highway Users Tax Distribution Fund. The City can designate a portion of the allocation toward general street maintenance with the remaining portion toward construction projects. West St. Paul has typically reserved 80% of the annual allocation toward construction projects. Recent allocations are as follows:

- 2018: $834,028
- 2019: $836,045
- 2020: $867,963

Cell Tower Antennae Leases

The City has had leases with wireless antennae companies for a number of years. It currently allocates lease revenues toward the general fund but for that portion which is due to leases of park property. In this case, 100% of the lease revenue is allocated to the Park Improvement Fund. One of the assets on which antennae leases are located is the Marie Avenue Water Tower. The City retains 50% of the gross revenue from these leases with St. Paul Regional Water, the owner of the tower, retaining the other 50%. The remaining leases are for antennae monopole sites.

Tower	Lease	Expiration	Annual Amt	General Fund	Park Imp Fund	SPRWS
Marie Tower	FBI		4,589	2,295		2,295
	T-Mobile	2045	55,424	27,712		27,712
	Nextel	2024	33,948	16,974		16,974
	AT&T	2031	53,694	26,847		26,847
City Hall	Verizon	2051	29,517	29,517		
Annapolis Tower	T-Mobile	2045	30,070	30,070		
Harmon Park/Oakdale	Verizon	2037	22,521		22,521	
	SBA	2039	21,159		21,159	
Totals			250,922	133,415	43,680	73,828

Recent and projected City revenue from these leases follow.

- 2018 156,210
- 2019 174,348
- 2020 177,094
- 2021 184,018

Benefit Assessments

As with most cities in the State, the City assigns benefit to abutting properties when a street that abuts that property receives a major maintenance improvement. The level of benefit is by adopted Council policy, which then is reviewed for each construction project by an appraiser to assure that benefit beyond that which is proposed for assessment is realized. Currently the City levies a benefit assessment at 25% of project costs for street reconstruction projects and 35% of project costs for mill and overlay projects. The property owner can pay resulting assessments within 30 days of conclusion of the assessment public hearing or the assessments will be levied on the property tax bill. Currently levied assessments accrue over a maximum of ten years at a rate of interest of 2% above the cost of borrowing of the City.

Grants and Third Party Funding

It has been the practice of the City to seek third party funding to leverage all other infrastructure project funding. Moreover, it is the current direction that receipt of significant grant dollars would be expected to move the project in question to the front of the line. It is also the direction that projects that are perceived as high value to Federal, State, or County funders likely will not proceed absent significant participation from these funders.

Fund Reserves

It is the direction of the City that each enterprise and revenue fund and component unit of the City budget toward achieving target cash reserves. These reserves are intended, in part, to provide matching funds for grant approvals and resource flexibility sufficient to take advantage of opportunities or unforeseen occurrences.

Cost Centers

Government Facility Capital Fund

In 2010, the City constructed a 49,931 square foot Public Works facility at 403 Marie Avenue. Between 2016 and 2020, the City conducted major maintenance on the 43,393 square foot 1968 City Hall, Police, and 1999-ca. Fire facility at 1616 Humboldt Avenue. Included was reconstruction of the parking lot, new roofing, HVAC on all but the Fire facility, new windows, and a remodel of 14,171 square foot police and lower level storage portions of the building and conference and storage facilities within the public portions of the building.

The goal was established to grow a building fund in order to provide capacity for future major maintenance projects. The 2020-29 CIP projected a $250,000 annual budget allocation with a target reserve of $5 million. Creation of reserves have been proposed through the fund balance policy, which designates excess revenues, and annual designations of LGA/Franchise fee revenue toward this fund through the budget process.

By 2030, the City will be near the need for major maintenance (roof etc.) at the Public Works facility. The City needs also to plan for updates to the 2600 square foot portion of the Fire facility allocated toward offices and the 7,520 square foot General Government portion of the City Hall within the next several years. To address each of these needs by 2030 an annual allocation of $400,000 would be required to assure funding is available for major facility maintenance on a reasonable schedule. This would reduce the cash target to $4 million by 2030.

Parks Improvement Fund and Pool, Ice Arena and RAC (Sports Dome) Enterprise Funds

Between 2012 and 2018 the City completed a number of improvements to the Park System including construction of the Sports Dome ($7.072M), and reconstruction of Harmon Park ($6.8M). Also completed was rehabilitation of the Sports Complex ($1.63M) and major rehabilitation of the Ice Arena in partnership with SD197 and the City of Mendota Heights ($1.866 M) all of which required debt issuance. Within this CIP, it is projected that the Park Capital Project fund be seeded with available Local Government Aid dollars (LGA) and utility franchise fees to allow for future improvements to the Park system, to include the Pool, Ice Arena, Sports Dome, and recreational trails while avoiding future debt issuance.

The City completed the Marthaler Master Plan in 2018. This is the last of the community scale parks proposed for redevelopment. In past years, it had been anticipated that the City would issue debt to complete the $3.1 million in improvements projected in this plan.

Within this document, as in the most recent plan, it is projected to both pursue only plan segments that are able to leverage third party funding and to accumulate cash reserves sufficient to provide for those plan elements while avoiding debt issuance.

The Twin Cities YMCA currently operates the Outdoor Pool (ca. 1950; major renovations in 1985 and 1999) between June and August. The City is responsible, as the property owner, for maintenance and upkeep of the facility. Due to the identified need of about $400,000 in capital improvements, it is anticipated that this facility will require about $130,000 annually in taxpayer support over the next five years. It is anticipated that the City may be reviewing alternatives in operating models in coming years.

The Ice Arena (ca. 1972 with major renovations in 1997 and 2015-2017) provides indoor skating opportunities for School District 197 teams, for contracted Booster Club skating and open skate opportunities. In an averaged year, it is projected that WSP taxpayer support is at about
$62,000. In 2015, the City entered a Joint Powers Agreement (JPA) with SD 197 and the City of Mendota Heights to jointly renovate the John V. Hoene Ice Arena located in West St. Paul. Each of these partners contributed $555,333 under the JPA. Through 2019, $1,926,276 in capital improvements have been made to the Arena associated with the JPA. Additional parking lot and HVAC improvements have been programmed within this CIP. Beyond these capital expenditures there are not additional projects currently programmed. However, there has been some discussion within the community to improve locker facilities and to add a dry floor practice area. Anything of that nature would be dependent upon acquiring third party funding of donations or grants. The hockey community is working towards acquiring the funds. This project will roll forward each year until the funding is acquired or the project is dropped.

The Regional Athletic Center (RAC) opened for business on November 19, 2012 at 1645 Livingston Avenue on property that had formerly been the location of the Public Works Department adjacent to City Hall. The RAC is operated by SFDMG under contract with the City. As part of the financing of the facility the City is required to set aside funds for turf replacement (projected in 2023) and replacement of the Dome fabric (projected in 2028). The annual taxpayer support of the RAC is projected at $231,820 per year due to levy support required for debt. Debt on this facility includes a G.O. taxable tax abatement bond with principal at year-end 2019 of $1,485,000. This issue will be retired in 2026 after which principal payments on the non-taxable $2,560,000 abatement bond commence. That issue will retire in 2034. During 2020, an unbudgeted $400,000 replacement of four emergency exit stairwells will take place due to structural failures. Fund reserves will cover this expense.

Cash reserve goals for the Park system are:

Fund	Goal	Year End 2019	Projected to Meet Cash Target Goal
Park	$2,000,000	$1,012,127	2026
Pool	Incl.	$ 139,881	Met
Arena	$1,300,000	$ 409,197	2030
RAC	$3,000,000	$2,022,596	2029 (2020 State-wide shut down may delay this by a year)

Cash reserves are anticipated through designation of LGA and Franchise fee revenues, through fund balance policy directing excess revenues and from budget allocations toward specific projects in advance of moving forward with individual projects. The metric for Park Improvements is 4-years of average capital needs. For Arena and RAC, the metric is one year of operations and long-term capital needs.

Street Improvement Fund

Typical City allocation of resources toward the annual pavement management program (initiated in 2006) has been about $2.4 million (2008-2014) excepting the $46 million State Highway 3 project (2014-2017) which absorbed $26 million in local cash and debt issuance. 2017-18
projects totaled about $10.9 million in part due to County led projects with a local cost share. 2019 was also a large construction year, again due in part to joint projects with the County and reconstruction of a commercial collector roadway. Upon completion of these projects, the annual
pavement management program will be moderated in 2020 in preparation for integration of sales tax funded critical infrastructure beginning in 2021.

On July 23, 2018, the City adopted a prioritization of future street reconstruction and mill/overlay projects (referred to as the Pavement Management Program). Priority One streets (those with a Pavement Condition Index (PCI) below 46) totaled about $66 million with Priority 2 streets (PCI below 80) adding another $69 million in future road improvements. The City has typically funded street improvements from the property tax (or debt) supplemented by Minnesota State Aid (MSA) dollars ($836,045 in 2019 and $867,963 in 2020); utility funds if projects include improvements to those systems, benefit assessments, and grant funds. Beginning in 2021 the City will be able to use Sales Tax revenues toward critical roadway infrastructure as adopted by the State Legislature in 2019.

The assessment policy, recognizing a unique benefit to properties abutting public improvements, was amended during 2018. For reconstructed streets, the cost burden upon benefitting properties continues at 25% of total project costs with pre-project sample benefit appraisals verifying
benefit at least as great as proposed assessments, which in many cases are on a per lot basis. Mill/overlay projects are assessed at 35% of project costs. In 2019, the assessment policy was revised again concerning sidewalks. The City will now pay 100% of the sidewalk reconstruction portion of a project.

Street Maintenance Fund

The pavement management priority one and two projects are currently not on track for major maintenance sufficient to achieve an average PCI (pavement condition index) of 70, which has been the goal. A measure the City has used to extend pavement life has been application of temporary drive lane overlays. Pavement surface life can generally be extended for an additional five to seven years while the individual road segment gets in queue for a major rehabilitation or reconstruction project.

It is from this fund that contractual and similar services are expensed for Robert Street sidewalk snow removal, planting bed maintenance and trash and litter control. The fund also provides for citywide pavement crack sealing, seal coating and striping as a member of a consortium managed by the City of Burnsville. The fund also provides for street lighting and signal maintenance, signage, winter ice control salt, street patch materials, and right of way tree trimming. The goal for cash reserves within the street fund is two years of operations, which creates a metric of $700,000. Cash exceeds the goal but the fund is being deficit budgeted currently and demands on the budget are growing.

Recent Expense Budgets of the Street Maintenance Fund

2016	$195,000	
2017	$265,000	
2018	$245,000	
2019	$315,000	
2020	$434,250	
2021	$434,305	projected

Bikeways and Walkways Improvement Fund (proposed)

In 2011, the City endeavored to study its pedestrian and bicyclist facilities to provide a long term plan to improve from the existing condition. It contracted with the planning firm of Hoisington Koegler Group. The citizen participation portion of the planning project was from April to October after which the City Council accepted the Bicycle and Pedestrian Master Plan dated December 5, 2011.

The plan is a “tool to guide the long term efforts (25 years or more) to physical projects, programs and policies that will support walking and biking in West St. Paul.”

The priorities identified within the plan are the following routes with status as:

- NURT (AKA River to River Regional Trail way)
    - Segment from Wentworth to Oakdale/Thompson **scheduled for bid** by County June 2020
    - Segment through Marthaler Park **conceptually designed** as a future joint County project
    - Segment north of Oakdale/Thompson **currently in concept design** for a future grant request
- Charlton from Annapolis to Marie
    - Walkway exists on at least one side of the road, some areas both sides
    - (Emerson to Butler and Arion to just north of Bernard)
- Robert Street from Annapolis to Mendota Road
    - **Completed** as part of the 2014-2017 Robert Street Reconstruction
- Livingston from Wentworth to Mendota Road
    - **Completed** in 2019
- Oakdale from Bernard to Emerson and from Thompson to Mendota Road
    - Segment from Mendota Road to Wentworth **completed** in 2019
    - Segment from Bernard to Emerson:
        - Emerson to West Chester Place no walk
        - West Chester Place to Conver walk on west side
        - Conver to Bernard walk on both sides
- Bidwell from Butler to Thompson
    - Annual Safe Routes to School Grant funding request; not yet funded
- Marie from Delaware to Oakdale
    - Final segment **completed** in 2019
- Butler from Delaware to Highway 52
    - Delaware to Smith no walk
    - Smith to Manomin walk on north side only
    - Manomin to Stassen walk on both sides
    - Stassen to Hwy 52 no walk

Additionally, main routes were identified as

- Delaware from Annapolis to Marie
    - Included in 2020-2029 City CIP as 2025 project; requires County and Mendota Heights approval
- Wentworth from Delaware to South St. Paul

Segment from Delaware to Robert **completed** in 2019
Pedestrian Crossing at Marthaler Lane scheduled for 2020
Marthaler to Oakdale existing trail
Oakdale to Meadows trail through Sports Complex
Meadows to TH 52 trail on south side

- Mendota Road from Delaware to South St. Paul
  Delaware to Charlton no walk
  TH 62 intersection to Robert walk on north side
  Robert to Oakdale walk on south side (IGH)
  Oakdale to TH 52 walk on both sides

In addition to Priority and Main Routes, the plan identifies lower priority local and access routes. On May 24, 2019, Engineering estimated that completion of gaps within the entire Bike/Pedestrian plan could be accomplished at a cost of $15 million plus the cost of any necessary right of way or easement acquisition. Some segments will be constructed as part of development and redevelopment projects. Others would be coordinated with roadway reconstruction projects. Third party/grant funding of Priority and Main routes are continuously sought.

The City has been collaborating with Dakota County to facilitate construction of the final leg of the Regional River to River Trail by 2021. As part of this bikeway/walkway, the City is collaborating with Dakota County to construct an underpass of Robert Street just north of Wentworth. This project will be bid midyear 2020. The partners are also working on securing grant funding for additional legs of this important regional asset.

As part of its Capital Improvement planning the City Council has identified a need to allocate property tax levy dollars toward completion of the transportation trail/sidewalk improvements identified within the Pedestrian and Bicycle Master Plan. This allocation has been estimated at an average of $500,000/year beginning in 2021, which would result in a projected average cost of 2 points in the levy rate beyond what the rate would be absent the allocation. A cash reserve target has not been established.

Technology Replacement Fund

The Technology fund provides for ongoing PC replacement and other infrastructure needs projected, on average at about $55,000/year. Over the next five years, however, budgetary allocations are somewhat greater due to the planned replacement of servers and a new phone system.

West St. Paul has a history of aggressively improving technology capabilities as a method of improving operational efficiencies and customer service delivery. Due to the importance of technology to the operation, the CEP allocates fixed transfers of LGA funds annually to the cost center. In order to maintain a reasonable replacement schedule the fund has a cash reserve target of two years of capital requirements. To achieve this goal the City targets $300,000 in reserves. As of year-end 2019, the fund had a cash balance of $223,753. Anticipate meeting Cash goal by year 2028.

Vehicle and Equipment Reserve Fund

Over the next five years, it is proposed that utility franchise fees be allocated to the CEP (Capital Equipment Plan) to provide stability within the fund with targeted replacements averaging $800K/year. In order to maintain a reasonable replacement schedule the fund has a cash reserve target of at least two years of averaged capital replacement needs and thus a cash reserve target of $2 million. This metric provides flexibility to take advantage of pricing opportunities from time to time and provides for continued replacement of rolling stock in those instances where budget shortfalls may not otherwise allow for such. At year-end 2019, the fund had cash reserves of $1,470,408. Anticipate meeting Cash goal by year 2028.

Sanitary Sewer Enterprise Fund

The City's greatest and most critical infrastructure need at present is to update or replace the remaining aging lift stations and force mains within the community. Projected is reconstruction of Lift Stations 1 and 4, an upgrade of Lift Station 2 and replacement of the force mains associated with these stations as well as Lift Stations 3 and 6. Within our Capital Planning for the near term, these projects are the top priority. Much of the sanitary sewer infrastructure is beyond fifty years of age. Failure of lift stations or associated force mains can result in deleterious service delivery impacts to significant areas of the community including both homes and businesses. Hence, we see proceeding with the programmed projects as mandatory with completion by 2024. Additionally, we must continue forging ahead on meeting Metropolitan Council directed I&I goals (infiltration & inflow) to reduce storm water infiltration into the sanitary piping system (which is later treated at the Metro plants). The fund has a cash reserve target of infrastructure replacement needs plus one year of operations. Intended is creation of $4 million in cash reserves going forward. As of year-end 2019, cash in this fund was at $1,097,502.

Storm Water Enterprise Fund

The Storm water utility was created in 2005 (for billings beginning February 2006) in order to respond to the 1972 Federal Clean Water Act and the National Pollutant Discharge Elimination System (NPDES) under a MS4 Phase II permit (municipal separate storm sewer system). These EPA directed programs receive local administration through the MN PCA and watershed districts and watershed

management organizations (WMO). West St. Paul is wholly contained within the Lower Mississippi WMO along with that portion of St. Paul just to our north to the Mississippi River, Mendota Heights, South St. Paul, Sunfish Lake, and a portion each of Inver Grove Heights, Lillydale, and Mendota. The utility provides funding for the administration, planning, implementation and maintenance of the storm water management programs and projects. The utility charges each developed parcel of property within the community based upon a residential equivalency factor (REF). Each single-family property is charged one REF over the course of a year billed by the St. Paul Regional Water Utility on behalf of West St. Paul. Other types of properties are charged a multiplier of an REF. For instance, commercial property is charged 7.9 REF's/acre which is a multiplier created by the amount of storm water runoff anticipated from commercial rooftops and parking lots. In total, there are about 9600 REF's across the community.

Over the next five years, the CIP/CEP anticipates about $800,000 in projects and equipment replacement from this fund in addition to labor and other maintenance and administrative expense. The fund has a cash reserve target of at least capital needs plus one year of operations.
It is generally projected that the fund requires $1 million in cash to meet that goal. As of year-end 2019, the fund had reserves of $1,655,420. However, a significant storm water/wetland reclamation project is proposed on the former Thompson Oaks golf course property, which may absorb a significant portion of cash reserves.

ALL CAPITAL PROJECTS BY YEAR AND PROJECT TYPE

Capital Equipment Plan	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030 & Later Years	TOTAL ALL YEARS
Building	3,000	10,000	3,000	3,000	14,700	1,000	1,000	1,000	1,000	20,000	57,700
Technology (411)	95,000	130,000	175,000	50,000	250,000	55,000	55,000	55,000	55,000	55,000	975,000
Vehicle-Equipment (401)	1,104,172	836,500	469,000	306,500	444,000	347,500	431,000	433,000	274,000	1,913,500	6,559,172
Total Parks & Park Facilities	65,500	65,000	82,500	42,500	60,000	-	-	-	-	-	315,500
Sewer (602)	110,000	58,900	70,000	4,100	500,000	-	60,000	-	72,000	444,500	1,319,500
Storm (600)	-	-	260,000	-	-	-	-	-	-	-	260,000
Total CEP-ALL	**1,377,672**	**1,100,400**	**1,059,500**	**406,100**	**1,268,700**	**403,500**	**547,000**	**489,000**	**402,000**	**2,433,000**	**9,486,872**
	-										
Capital Improvement Plan											
Building Capital Improvement -current	-	-	-	-	-	-	-	-	-	-	-
Savings for City Hall Improvements	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	4,750,000	7,000,000
Street Projects	5,200,000	1,643,250	3,410,000	2,890,000	4,040,000	3,280,000	1,760,000	2,190,000	4,000,000	2,000,000	30,413,250
Sidewalks/Trails (PED Plan)	3,480,000	650,000	686,775	400,000	-	1,500,000	285,000	470,000	300,000	825,000	8,596,775
Street Maintenance	110,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	1,910,000
Local Street Pavement Plan	300,000	306,000	312,120	318,362	324,730	331,224	337,849	344,606	351,498	358,528	3,284,917
Debt Reduction	100,000	-	200,000	90,000	199,395	250,000	200,000	280,000	300,000	250,000	1,869,395
Total Parks & Park Facilities	2,368,046	1,177,500	1,430,000	2,585,200	445,000	650,000	350,000	350,000	150,000	700,000	10,205,746
Sewer	3,900,000	350,000	3,700,000	350,000	350,000	350,000	350,000	350,000	350,000	1,750,000	11,800,000
Storm	300,000	-	-	210,000	-	-	220,500	-	-	231,525	962,025
Total CIP All	**16,008,046**	**4,576,750**	**10,188,895**	**7,293,562**	**5,809,125**	**6,811,224**	**3,953,349**	**4,434,606**	**5,901,498**	**11,065,053**	**76,042,108**
									1,950,000		
TOTAL CEP AND CIP	**17,385,718**	**5,677,150**	**11,248,395**	**7,699,662**	**7,077,825**	**7,214,724**	**4,500,349**	**4,923,606**	**6,303,498**	**13,498,053**	**85,528,980**
REVENUES											
Bonds-General Obligation bonds, Sewer Bonds	3,900,000	-	3,500,000	-	-	-	-	-	-	-	7,400,000
Federal Funds	-	-	-	178,750	1,480,250	-	-	-	-	-	1,659,000
Grants-Dakota Co, State, Met Council	4,273,046	-	-	1,955,200	-	-	-	-	-	-	6,228,246
State Aid-Street maint. MSA	1,400,000	-	1,440,000	1,350,000	-	-	2,000,000	900,000	2,000,000	-	9,090,000
Utility Franchise/LGA allocation	350,000	350,000	425,000	350,000	505,000	305,000	305,000	355,000	305,000	4,805,000	8,055,000
State Aid-LGA-for Debt Reduction/Street Maint./Savings	210,000	200,000	323,160	290,000	399,395	450,000	400,000	480,000	500,000	400,000	3,652,555
Utility Franchise/LGA allocation	1,196,000	1,156,200	1,059,000	1,243,151	896,100	1,123,000	1,202,428	1,104,053	1,154,053	2,262,159	12,396,144
Other Revenues	100,000	953,800	-	-	-	1,000	1,000	1,000	1,000	1,000	1,058,800
Arena Funds	-	-	-	-	10,000	-	-	-	-	-	10,000
Dome Funds	-	-	1,005,500	-	5,000	-	-	-	-	600,000	1,610,500
Sewer Funds	110,000	408,900	270,000	354,100	850,000	350,000	410,000	350,000	422,000	2,194,500	5,719,500
Storm Water Funds	300,000	-	260,000	210,000	-	-	220,500	-	-	231,525	1,222,025
Special Assessments	1,140,000	322,500	815,000	660,000	797,500	820,000	440,000	547,500	1,000,000	500,000	7,042,500
Abatements	-	-	-	40,000	40,000	40,000	40,000	-	-	-	160,000
Third Party Revenues-Donations/Grants	1,300,000	-	-	-	-	-	-	-	-	-	1,300,000
Local Sales Tax	1,300,000	1,313,000	1,326,130	1,339,391	1,352,785	1,366,313	1,379,976	1,393,776	1,407,714	1,421,791	13,600,876
LEVY REQUIREMENT	**800,000**	**806,000**	**812,120**	**818,362**	**824,730**	**831,224**	**837,849**	**844,606**	**851,498**	**858,528**	**8,284,916**
TOTAL REVENUES INCLUDING LEVY REQUIREMENT	**16,379,046**	**5,510,400**	**11,235,910**	**8,788,955**	**7,160,760**	**5,286,537**	**7,236,753**	**5,975,935**	**7,641,265**	**13,274,503**	**88,490,063**
(Use of Cash/Add to Cash	**(1,006,672)**	**(166,750)**	**(12,485)**	**1,089,292**	**82,936**	**(1,928,187)**	**2,736,404**	**1,052,329**	**1,337,767**	**(223,550)**	**2,961,083**
City Hall facility fund	**(3,000)**	-	-	-	**(6,000)**	-	-	-	-	**(19,000)**	**(28,000)**
Parks	**172,888**	**100,000**	**26,000**	**(80,000)**	**(90,000)**	**(100,000)**	**250,000**	**200,000**	**400,000**	**200,000**	**1,078,888**
Street Improvement	**(1,360,000)**	**(7,750)**	**171,130**	**638,141**	**(409,465)**	**(1,093,687)**	**2,059,976**	**651,276**	**407,714**	**(78,209)**	**979,126**
Street Maintenance											-
Local Street Pavement Plan											-
Technology	**5,000**	**(30,000)**	-	**50,000**	**5,000**	-	-	**50,000**	-	-	**80,000**
Trails-Sidewalks	**320,000**	**(150,000)**	**(186,775)**	**140,000**	**540,000**	**(960,000)**	**255,000**	**30,000**	**200,000**	**(325,000)**	**(136,775)**
Vehicle and Equipment replacement fund	**(141,560)**	**(79,000)**	**54,000**	**341,151**	**43,400**	**225,500**	**171,428**	**121,053**	**330,053**	**48,659**	**1,114,684**
Storm	-	-	-	-	-	-	-	-	-	-	-
											-
Total change in cash funds	**(1,006,672)**	**(166,750)**	**64,355**	**1,089,292**	**82,935**	**(1,928,187)**	**2,736,404**	**1,052,329**	**1,337,767**	**(173,550)**	**3,087,923**

BUILDINGS

This cost center accounts for the improvement/maintenance expenses to the City Facilities: City Hall and Public Works Building

CITY OF WEST ST. PAUL

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Capital Fund-City Hall (CEP)	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030 and future years	TOTAL ALL YEARS
Chairs	3,000	3,000	3,000	3,000	1,000	1,000	1,000	1,000	1,000	-	17,000
CO & NO Gas Detector Sensor	-	7,000	-	-	7,700	-	-	-	-	-	14,700
Dumpster	-	-	-	-	6,000	-	-	-	-	-	6,000
AC unit in Server room										20,000	20,000
Total CEP	**3,000**	**10,000**	**3,000**	**3,000**	**14,700**	**1,000**	**1,000**	**1,000**	**1,000**	**20,000**	**57,700**
City Hall-Windows, Police Space Needs	-	-	-	-	-	-	-	-			-
City Hall Savings Account	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	4,750,000	7,000,000
Total CIP	**250,000**	**250,000**	**250,000**	**250,000**	**250,000**	**250,000**	**250,000**	**250,000**	**250,000**	**4,750,000**	**7,000,000**
Total CEP/CEP	**253,000**	**260,000**	**253,000**	**253,000**	**264,700**	**251,000**	**251,000**	**251,000**	**251,000**	**4,770,000**	**7,057,700**
REVENUES											
Utility Franchise/LGA allocation	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	4,750,000	7,000,000
Electric Franchise	-	10,000	3,000	3,000	8,700	-	-	-		-	24,700
Other Revenues	-	-	-	-	-	1,000	1,000	1,000	1,000	1,000	5,000
TOTAL REVENUES	**250,000**	**260,000**	**253,000**	**253,000**	**258,700**	**251,000**	**251,000**	**251,000**	**251,000**	**4,751,000**	**7,029,700**
(Use of Cash/Add to Cash	**(3,000)**	**-**	**-**	**-**	**(6,000)**	**-**	**-**	**-**		**(19,000)**	**(28,000)**
Current Cash (2020)	378,289										
Projected Cash	625,289	875,289	1,125,289	1,375,289	1,619,289	1,869,289	2,119,289	2,369,289	2,619,289	7,350,289	
Goal $5,000,000 for future CH needs											

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PARKS

This cost center accounts for the improvement/maintenance expenses to the: Parks, Arena, Pool, and Dome

CITY OF WEST ST. PAUL

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Capital Fund-Summary of Park Facilities (CEP	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030 and future years	TOTAL ALL YEARS
Arena	-	-	-	-	10,000	-	-	-	-	-	10,000
Dome	-	-	5,500	-	-	-	-	-	-	-	5,500
Pool	65,500	65,000	77,000	42,500	50,000	-	-	-	-	-	300,000
Total CEP	**65,500**	**65,000**	**82,500**	**42,500**	**60,000**	**-**	**-**	**-**	**-**	**-**	**315,500**
Arena	1,300,000	1,100,000	100,000	100,000	100,000	100,000	150,000	150,000	150,000	100,000	3,350,000
Dome	-	-	1,000,000	-	5,000	-	-	-	-	600,000	1,605,000
Parks	1,068,046	77,500	330,000	2,485,200	340,000	550,000	200,000	200,000	-	-	5,250,746
Pool	-	-	-	-	-	-	-	-	-	-	-
Total CIP	**2,368,046**	**1,177,500**	**1,430,000**	**2,585,200**	**445,000**	**650,000**	**350,000**	**350,000**	**150,000**	**700,000**	**10,205,746**
Total CEP/CEP	**2,433,546**	**1,242,500**	**1,512,500**	**2,627,700**	**505,000**	**650,000**	**350,000**	**350,000**	**150,000**	**700,000**	**10,521,246**
REVENUES											
Bonds	-										-
Grants-Dakota Co, State, Met Council	973,046	-	-	1,955,200	-	-	-	-	-	-	2,928,246
Utility Franchise/LGA allocation	279,388	388,700	533,000	592,500	400,000	550,000	600,000	550,000	550,000	300,000	4,743,588
Other Revenues	54,000	953,800	-	-	-	-	-	-	-	-	1,007,800
Arena Funds	-	-	-	-	10,000	-	-	-	-	-	10,000
Dome Funds	-	-	1,005,500	-	5,000	-	-	-	-	600,000	1,610,500
Third Party Revenues-Donations/Grants	1,300,000	-	-	-	-	-	-	-	-	-	1,300,000
TOTAL REVENUES	**2,606,434**	**1,342,500**	**1,538,500**	**2,547,700**	**415,000**	**550,000**	**600,000**	**550,000**	**550,000**	**900,000**	**11,600,134**
(Use of Cash/Add to Cash	**172,888**	**100,000**	**26,000**	**(80,000)**	**(90,000)**	**(100,000)**	**250,000**	**200,000**	**400,000**	**200,000**	**1,078,888**

Capital Fund-Arena (CEP)	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030 and future Years	TOTAL ALL YEARS
Electric Ice Edger	-	-	-	-	-	-	-	-	-	-	-
Water Heater Replacement (2)	-	-	-	-	-	-	-	-	-	-	-
Bathroom dividers	-	-	-	-	-	-	-	-	-	-	-
Zamboni Batteries	-	-	-	-	10,000	-	-	-	-	-	10,000
Furnace	-	-	-	-	-	-	-	-	-	-	-
Dehumidification	-	-	-	-	-	-	-	-	-	-	-
Doors	-	-	-	-	-	-	-	-	-	-	-
Total CEP	**-**	**-**	**-**	**-**	**10,000**	**-**	**-**	**-**	**-**	**-**	**10,000**
Locker rooms and fitness center	1,300,000	500,000	-	-	-	-	-	-	-	-	1,800,000
Parking Lot	-	600,000	-	-	-	-	-	-	-	-	600,000
Lights	-	-	-	-	-	-	-	-	-	-	-
Arena future improvements savings	-	-	100,000	100,000	100,000	100,000	150,000	150,000	150,000	100,000	950,000
Total CIP	**1,300,000**	**1,100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**150,000**	**150,000**	**150,000**	**100,000**	**3,350,000**
TOTAL CEP AND CIP	**1,300,000**	**1,100,000**	**100,000**	**100,000**	**110,000**	**100,000**	**150,000**	**150,000**	**150,000**	**100,000**	**3,360,000**
REVENUES											
Bonds	-	-	-	-	-	-	-	-	-	-	-
Utility Franchise/LGA allocation	-	146,200	100,000	100,000	100,000	100,000	150,000	150,000	150,000	100,000	1,096,200
Other Revenues	-	953,800	-	-	-	-	-	-	-	-	953,800
Arena Funds	-	-	-	-	10,000	-	-	-	-	-	10,000
Third Party Resources-Donations/Grant	1,300,000	-	-	-	-	-	-	-	-	-	1,300,000
TOTAL REVENUES	**1,300,000**	**1,100,000**	**100,000**	**100,000**	**110,000**	**100,000**	**150,000**	**150,000**	**150,000**	**100,000**	**3,360,000**
(Use of Cash/Add to Cash	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Current Arena Cash (2018)	454,792										
Projected Cash	454,792	454,792	554,792	654,792	754,792	854,792	1,004,792	1,154,792	1,304,792	1,404,792	
Goal is 1,300,000											
										Goal is met	

Capital Fund-Parks Improvement (CEP)	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030 and future years	TOTAL ALL YEARS
	-	-	-	-	-	-	-	-	-	-	-
Total CEP	-	-	-	-	-	-	-	-	-	-	-
Park Redevelopment-Marthlar Park	-	-	250,000	250,000	250,000	250,000	200,000	200,000	-	-	1,400,000
Thompson County Park Master Plan	973,046	-	-	1,955,200	-	-	-	-	-	-	2,928,246
New Warming House	-	-	-	80,000	90,000	100,000	-	-	-	-	270,000
Park Courts	20,000	-	-	-	-	-	-	-	-	-	20,000
Other Park Improvements	-	-	-	-	-	-	-	-	-	-	-
Park Trails	-	-	-	-	-	-	-	-	-	-	-
Park Monument Signs	-	-	-	-	-	200,000	-	-	-	-	200,000
Playground Equipment	75,000	77,500	80,000	-	-	-	-	-	-	-	232,500
Sport Center updates	-	-	-	-	-	-	-	-	-	-	-
Mud Lake	-	-	-	200,000	-	-	-	-	-	-	200,000
Unallocated	-	-	-	-	-	-	-	-	-	-	-
Total CIP-Adjusted	**1,068,046**	**77,500**	**330,000**	**2,485,200**	**340,000**	**550,000**	**200,000**	**200,000**	**-**	**-**	**5,250,746**
REVENUES											
Grants-Dakota Co, State, Met Council	973,046	-	-	1,955,200	-	-	-	-	-	-	2,928,246
Utility Franchise/LGA allocation	213,888	177,500	356,000	450,000	250,000	450,000	450,000	400,000	400,000	200,000	3,347,388
Other Revenues	54,000	-	-	-	-	-	-	-	-	-	54,000
TOTAL REVENUES	**1,240,934**	**177,500**	**356,000**	**2,405,200**	**250,000**	**450,000**	**450,000**	**400,000**	**400,000**	**200,000**	**6,329,634**
(Use of Cash/Add to Cash	**172,888**	**100,000**	**26,000**	**(80,000)**	**(90,000)**	**(100,000)**	**250,000**	**200,000**	**400,000**	**200,000**	**1,078,888**
Current Parks Cash (2020)	994,943.00										
Projected Cash	1,167,831	1,267,831	1,543,831	1,713,831	1,873,831	2,023,831	2,473,831	2,873,831	3,273,831	3,473,831	
Goal $2,000,000						Goal is met					

Capital Fund-Pool (CEP)	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030 and future years	TOTAL ALL YEARS
Bathroom dividers	-	-	3,000	-	-	-	-	-	-	-	3,000
Building Gutters	-	-	8,000	-	-	-	-	-	-	-	8,000
Chemical Probes (2)	-	-	700	-	-	-	-	-	-	-	700
Chlorine Switches	-	-	2,000	-	-	-	-	-	-	-	2,000
Landscaping @ Pool	-	-	2,500	-	-	-	-	-	-	-	2,500
Pool Vacuum	-	-	5,000	-	-	-	-	-	-	-	5,000
Water Heaters	-	15,000	-	-	-	-	-	-	-	-	15,000
LED Lighting	-	-	-	-	-	-	-	-	-	-	-
Epoxy Floor Coat	40,000	-	-	-	-	-	-	-	-	-	40,000
Skimmer Grates	15,500	-	-	-	-	-	-	-	-	-	15,500
Strainer Housings (2)	10,000	-	-	-	-	-	-	-	-	-	10,000
Rehab/Replace Play Features	-	50,000	-	-	-	-	-	-	-	-	50,000
Re-plaster Pool	-	-	30,000	-	-	-	-	-	-	-	30,000
Chemical Pump	-	-	800	-	-	-	-	-	-	-	800
New Chlorinators (4)	-	-	6,000	-	-	-	-	-	-	-	6,000
New Manual Backwash System-smaller pool	-	-	8,000	-	-	-	-	-	-	-	8,000
Sealcoat and restripe parking lot	-	-	6,000	-	-	-	-	-	-	-	6,000
New Pool Deck Chairs	-	-	5,000	-	-	-	-	-	-	-	5,000
Repaint Building	-	-	-	12,500	-	-	-	-	-	-	12,500
Water Slide rehab	-	-	-	12,000	-	-	-	-	-	-	12,000
New Concession Equipment	-	-	-	5,000	-	-	-	-	-	-	5,000
Replace Sound System	-	-	-	2,500	-	-	-	-	-	-	2,500
Replace Eyewash Station	-	-	-	500	-	-	-	-	-	-	500
New Picnic Tables, Benches & Trash Receptacles	-	-	-	10,000	-	-	-	-	-	-	10,000
Add New Security	-	-	-	-	50,000	-	-	-	-	-	50,000
Unallocated	-	-	-	-	-	-	-	-	-	-	-
Total CEP	**65,500**	**65,000**	**77,000**	**42,500**	**50,000**	**-**	**-**	**-**	**-**	**-**	**300,000**
REVENUES											
Utility Franchise/LGA allocation	65,500	65,000	77,000	42,500	50,000	-	-	-	-	-	300,000
											-
TOTAL REVENUES	**65,500**	**65,000**	**77,000**	**42,500**	**50,000**	**-**	**-**	**-**	**-**	**-**	**300,000**
											-
											-
(Use of Cash/Add to Cash	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Current Cash (2020)	133,963.00					-	-	-			-
Projected Cash	133,963.00	133,963.00	133,963.00	133,963.00	133,963.00	133,963.00	133,963.00	133,963.00	133,963.00	133,963.00	

Cash goal is $130,000

Capital Fund-RAC-Dome (CEP)	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030 and future years	TOTAL ALL YEARS
VFD Motor Control	-	-	5,500	-	-	-	-	-	-	-	5,500
Lacrosse Goals	-	-	-	-	-	-	-	-	-	-	-
Controls	-	-	-	-	-	-	-	-	-	-	-
Total CEP	**-**	**-**	**5,500**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**5,500**
Turf	-	-	1,000,000	-	-	-	-	-	-	-	1,000,000
Roof	-	-	-	-	-	-	-	-	-	600,000	600,000
Lift	-	-	-	-	5,000	-	-	-	-	-	5,000
Lights	-	-	-	-	-	-	-	-	-	-	-
Total CIP	**-**	**-**	**1,000,000**	**-**	**5,000**	**-**	**-**	**-**	**-**	**600,000**	**1,605,000**
TOTAL CEP AND CIP	**-**	**-**	**1,005,500**	**-**	**5,000**	**-**	**-**	**-**	**-**	**600,000**	**1,610,500**
REVENUES											
Dome Funds	-	-	1,005,500	-	5,000	-	-	-	-	600,000	1,610,500
TOTAL REVENUES	**-**	**-**	**1,005,500**	**-**	**5,000**	**-**	**-**	**-**	**-**	**600,000**	**1,610,500**
(Use of Cash/Add to Cash	**-**	**-**	**(1,005,500)**	**-**	**(5,000)**	**-**	**-**	**-**	**-**	**(600,000)**	**-**

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STREET IMPROVEMENTS

This cost center accounts for the annual street improvement program.

CITY OF WEST ST. PAUL

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Capital Fund-Street Improvement (		2021	2022	2023	2024	2025	2026	2027	2028	2029	2030 and future years	TOTAL ALL YEARS
Wentworth Improvements-Dakota County Project		640,000	-	-	-	-	-	-	-	-	-	640,000
Oakdale/Thompson Roundabout-Dakota County Project			353,250	-	-	-	-	-	-	-	-	353,250
Annual Street Project-2021-Moreland: From Delaware to Robert Street- reconstruction and utility work		4,560,000	-	-	-	-	-	-	-	-	-	4,560,000
Annual Street Project-2022-Crusader: From Bidwell to Robert street-reconstruction and utility work		-	1,290,000	-	-	-	-	-	-	-	-	1,290,000
Annual Street Project-2023-Shared Cost with St. Paul for Annapolis: From Delaware to Robert Street-includes sidewalks		-	-	3,260,000	-	-	-	-			-	3,260,000
Annual Street Project-2024-Shared Cost with St. Paul for Annapolis: From Robert to Waterloo		-	-	-	2,640,000	-	-	-			-	2,640,000
Annual Street Project-2025-Delaware: Dodd to Hwy 62 (12/5% our share)		-	-	-	-	3,190,000	-	-	-	-	-	3,190,000

Annual Street Project-2026-Emerson: From Delaware to Charlton		-	-	-	-	-	3,280,000	-	-	-	-	3,280,000
Annual Street Project-2027-Bernard: Stryker to Waterloo		-	-	-	-	-	-	1,760,000	-	-	-	1,760,000
Annual Street Project-2028-Lothenbach: From Robert to Oakdale		-	-	-	-	-	-	-	2,190,000	-		2,190,000
Annual Street Project-2029-Haskell-Charlton to Waterloo		-	-	-	-	-	-	-	-	4,000,000	-	4,000,000
Annual Street Project-2030-Dodd-Smith to St. Paul											2,000,000	2,000,000
Delaware-Reconstruct (County)		-	-	150,000	250,000	850,000	-	-	-	-	-	1,250,000
Marie Mill/Overlay		-	-	-	-	-	-	-	-	-	-	-
Alley		-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-		-
Total CIP		**5,200,000**	**1,643,250**	**3,410,000**	**2,890,000**	**4,040,000**	**3,280,000**	**1,760,000**	**2,190,000**	**4,000,000**	**2,000,000**	**30,413,250**
TOTAL CEP AND CIP		**5,200,000**	**1,643,250**	**3,410,000**	**2,890,000**	**4,040,000**	**3,280,000**	**1,760,000**	**2,190,000**	**4,000,000**	**2,000,000**	**30,413,250**
REVENUES												
Federal Funds (Oakdale/Thompson Roundabo		-	-	-	178,750	1,480,250	-	-	-	-	-	1,659,000
State Aid-Street maint. MSA		1,400,000	-	1,440,000	1,350,000		-	2,000,000	900,000	2,000,000	-	9,090,000
Special Assessments		1,140,000	322,500	815,000	660,000	797,500	820,000	440,000	547,500	1,000,000	500,000	7,042,500
Special Sales Tax Revenue		1,300,000	1,313,000	1,326,130	1,339,391	1,352,785	1,366,313	1,379,976	1,393,776	1,407,714	1,421,791	13,600,876
TOTAL REVENUES		**3,840,000**	**1,635,500**	**3,581,130**	**3,528,141**	**3,630,535**	**2,186,313**	**3,819,976**	**2,841,276**	**4,407,714**	**1,921,791**	**31,392,376**
(Use of Cash/Add to Cash		**(1,360,000)**	**(7,750)**	**171,130**	**638,141**	**(409,465)**	**(1,093,687)**	**2,059,976**	**651,276**	**407,714**	**(78,209)**	**979,126**
Beginning Cash flow	1,940,000.00	580,000.00	572,250.00	743,380.00	1,381,521.30	972,056.51	(121,630.42)	1,938,345.77	2,589,621.73	2,997,335.45	2,919,126.30	

Capital Fund-Local Streets (CIP)	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030 and future years	TOTAL ALL YEARS
Annual Street Pavement Plan for local Streets	300,000	306,000	312,120	318,362	324,730	331,224	337,849	344,606	351,498	358,528	3,284,917
	-	-	-	-	-	-	-	-	-	-	-
											-
Total CIP	**300,000**	**306,000**	**312,120**	**318,362**	**324,730**	**331,224**	**337,849**	**344,606**	**351,498**	**358,528**	**3,284,917**
TOTAL CEP AND CIP	**300,000**	**306,000**	**312,120**	**318,362**	**324,730**	**331,224**	**337,849**	**344,606**	**351,498**	**358,528**	**3,284,917**
REVENUES											
											-
Special Assessments	-	-	-	-	-	-	-	-	-	-	-
Levy	300,000	306,000	312,120	318,362	324,730	331,224	337,849	344,606	351,498	358,528	3,284,916
TOTAL REVENUES	**300,000**	**306,000**	**312,120**	**318,362**	**324,730**	**331,224**	**337,849**	**344,606**	**351,498**	**358,528**	**3,284,916**
(Use of Cash/Add to Cash	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**(0)**	**(0)**

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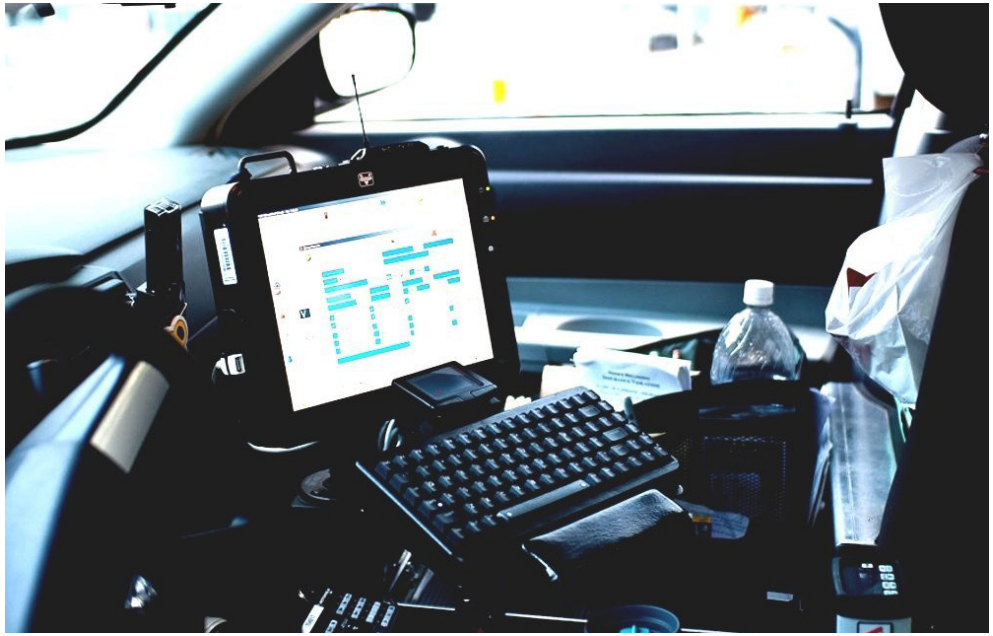
TECHNOLOGY

This cost center accounts for the annual technology replacements.



CITY OF WEST ST. PAUL

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Capital Fund- Technology (CEP)	Department	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030 and future years	TOTAL ALL YEARS
Annual PC & Laptop replacement	Various	40,000	20,000	20,000	20,000	20,000	25,000	25,000	25,000	25,000	25,000	245,000
Fiber Improvements	City-Wide	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	200,000
Security Cameras	Various	8,000	8,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	64,000
Switch-Router	City-Wide	-	-	-	-	-	-	-	-	-	-	-
Wireless Access Points	City-Wide	7,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	43,000
Dakota Broadband INET	City-Wide	-	-	-	-	-	-	-	-	-	-	-
Door Security Panel Replacement	Fire Bldg.	-	48,000	-	-	-	-	-	-	-	-	48,000
Server Replacement	IT	-	-	-	-	200,000	-	-	-	-	-	200,000
Phone System	City-Wide	-	-	125,000	-	-	-	-	-	-	-	125,000
Dedicated Video Storage	Police	20,000	-	-	-	-	-	-	-	-	-	20,000
Network switches	City-Wide	-	-	-	-	-	-	-	-	-	-	-
SQL Server Version Upgrade	City-Wide	-	30,000	-	-	-	-	-	-	-	-	30,000
Total CEP		**95,000**	**130,000**	**175,000**	**50,000**	**250,000**	**55,000**	**55,000**	**55,000**	**55,000**	**55,000**	**975,000**
REVENUES												
Utility Franchise/LGA allocation		100,000	100,000	175,000	100,000	255,000	55,000	55,000	105,000	55,000	55,000	1,055,000
Other Revenues		-	-	-	-	-	-	-	-		-	-
TOTAL REVENUES		**100,000**	**100,000**	**175,000**	**100,000**	**255,000**	**55,000**	**55,000**	**105,000**	**55,000**	**55,000**	**1,055,000**
(Use of Cash/Add to Cash		**5,000**	**(30,000)**	**-**	**50,000**	**5,000**	**-**	**-**	**50,000**	**-**	**-**	**80,000**
Current Cash Balance		196,750										
Projected Cash		201,750	171,750	171,750	221,750	226,750	226,750	226,750	276,750	276,750	276,750	
Goal is 300,000												
									Goal is met			

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PED-SIDEWALK/TRAILS

This cost center accounts for pedestrian sidewalks and trails.

CITY OF
WEST ST. PAUL

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Capital Fund-Sidewalks-Trails (PED plan) (CIP)	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030 and future years	TOTAL ALL YEARS
Total CEP	-	-	-	-	-	-	-			-	-
River to River Grade Separated Crossing	2,200,000	-	-	-	-	-	-	-	-	-	2,200,000
Marthaler Trailhead	1,100,000	-	-	-	-	-	-	-	-	-	1,100,000
Moreland	180,000	-	-	-	-	-	-	-	-	-	180,000
Crusader	-	400,000	-	-	-	-	-	-	-	-	400,000
Bidwell (Safe Routes)	-	250,000	-	-	-	-	-	-	-	-	250,000
	-	-	-	-	-	-	-	-	-	-	-
Annapolis	-	-	-	400,000	-	-	-	-	-	-	400,000
Delaware	-	-	-	-	-	-	-	-			-
Emerson	-	-	-	-	-	1,500,000		-	-	-	1,500,000
Thompson Ave/County Rd 6: 2/3 mile dual trail. Viable route for bicyclists and pedestrians travelling from South St. Paul to the center of the Robert St commercial Corridor. (Dakota County led project.)	-	-	275,850	-	-	-	-	-	-	-	275,850
Oakdale Ave/CSAH 73: .6 mile dual gap extends from Wentworth (the River to River Greenway) to Butler Ave. (Dakota County led project.)	-	-	410,925	-	-	-	-	-	-	-	410,925
Butler Ave/CR 4: .2 mile dual gap extends from Dodd to Smith St. (Dakota County Led Project)	-	-	-	-	-	-	135,000	-	-	-	135,000
Butler Ave/CR 4-Thompson Park: .9 mile dual gap extends from Sperl St to Concord St (TH 156). (Dakota County led project.)	-	-	-	-	-	-	150,000	-	-	-	150,000
Mendota Rd/CSAH 14: 1/2 mile gap extends from Robert St (TH 952) to Oakdale Ave (CSAH 73). (Dakota County led project.)	-	-	-	-	-	-	-	-	300,000	-	300,000
Lothenbach	-	-	-	-	-	-	-	470,000	-	-	470,000
Haskell										690,000	690,000
Dodd to Smith/St Paul	-	-	-	-	-	-	-	-	-	135,000	135,000
Total CIP	**3,480,000**	**650,000**	**686,775**	**400,000**	**-**	**1,500,000**	**285,000**	**470,000**	**300,000**	**825,000**	**8,596,775**
TOTAL CEP AND CIP	**3,480,000**	**650,000**	**686,775**	**400,000**	**-**	**1,500,000**	**285,000**	**470,000**	**300,000**	**825,000**	**8,596,775**
REVENUES											
											-
Grants-Dakota Co, State, Met Council	3,300,000										3,300,000
Levy Requirement	**500,000**	**500,000**	**500,000**	**500,000**	**500,000**	**500,000**	**500,000**	**500,000**	**500,000**	**500,000**	5,000,000
Special Assessments	-	-	-	-	-	-	-	-	-	-	-
Abatement	-	-	-	40,000	40,000	40,000	40,000	-	-	-	160,000
TOTAL REVENUES	**3,800,000.00**	**500,000.00**	**500,000.00**	**540,000.00**	**540,000.00**	**540,000.00**	**540,000.00**	**500,000.00**	**500,000.00**	**500,000.00**	**8,460,000**
(Use of Cash/Add to Cash	**320,000**	**(150,000)**	**(186,775)**	**140,000**	**540,000**	**(960,000)**	**255,000**	**30,000**	**200,000**	**(325,000)**	**(136,775)**

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EQUIPMENT
VEHICLE REPLACEMENT

This cost center accounts for the annual equipment and vehicle replacements for all departments

CITY OF WEST ST. PAUL

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Capital Fund-equipment/vehicle (CEP)	Department	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030 and future years	TOTAL ALL YEARS
Vehicle	Code	-	-	-	-	-	-	-	-	-	-	-
Vehicle	Community Dev	-	-	-	30,000	30,000	30,000	30,000	30,000	-	-	150,000
1/2 T Pick-up Truck	Engineering	-	-	-	-	-	-	-	-	-	-	-
Salt Shed Roof	Bldg. Maint.	-	-	-	-	-	-	-	-	-	-	-
RPZ Valves-annual-operational	Bldg. Maint.	2,000	-	-	-	-	-	-	-	-	-	2,000
Thermal heat/cool pump units ceiling mounted (7)	Public Works	16,000	16,000	16,000	-	-	-	-	-	-	-	48,000
GEO Thermal Unit-floor unit	Public Works	-	-	-	33,000	-	-	-	-	-	-	33,000
Vehicle	Bldg. Inspections	-	-	-	-	-	-	-	-	-	-	-
Comp Plan Update	Community Dev	-	-	-	-	-	-	-	-	-	-	-
Vehicle	Planning	-	-	-	-	-	-	-	-	-	-	-
Marked Squad	Police	45,000	45,000	47,000	47,000	48,000	48,000	49,000	49,000	50,000	50,000	478,000
Marked Squad 2	Police	45,000	45,000	47,000	47,000	48,000	48,000	49,000	49,000	50,000	50,000	478,000
Unmarked Squad	Police	30,000	30,000	31,000	31,000	31,000	32,000	32,000	32,000	33,000	33,000	315,000
CSO Truck	Police	-	-	-	-	42,000	-	-	-	-	-	42,000
Ballistic Shield Replacement	Police	10,800	-	-	-	-	-	-	-	-	-	10,800
Rifle Replacement	Police	3,000	-	-	-	-	-	-	-	-	-	3,000
Rifle Steel Targets	Police	4,000	-	-	-	-	-	-	-	-	-	4,000
Body Camera's	Police	-	-	-	-	-	-	-	-	-	-	-
Replacement of CBRN Masks	Police	-	-	-	-	-	-	-	-	-	-	-
Squad Video Replacement	Police	-	-	-	-	-	-	-	-	-	-	-
Squad Radios	Police	332,000	-	-	-	-	-	-	-	-	-	332,000
Taser Replacements	Police	-	-	-	-	19,000	-	-	-	-	-	19,000
Voice Dictation Software & Equip	Police	-	-	-	7,500	-	-	-	-	-	-	7,500
Replacement of Tire Deflation Devices	Police	-	-	-	5,000	-	-	-	-	-	-	5,000
Investigator Tablets	Police	-		-	-	-	-	-	-	-	-	-
Pole Mounted Surveillance Camera	Police	-		-	-	-	-	-	-	-	-	-
1 T Dump Truck	Street	-	-	-	-	-	-	-	87,000	-	87,000	174,000
Carbide Plow Cutting Edges	Street	4,500	-	-	4,500	-	-	-	-	-	-	9,000
Truck Tires	Street	-	14,000	-	-	-	14,000	-	-	-	-	28,000
Tire Changer	Street	10,000	-	-	-	-	-	-	-	-	-	10,000
Tandem Dump Truck # 68-15 yrs.	Street	480,000		-	-	-	-	-	-	-	-	480,000
Paint Sprayer	Street	-	-	-	-	-	-	-	-	-	5,000	5,000
Pant Trailer	Street	-	-	-	-	-	-	-	-	-	8,000	8,000
1/2 T Pick-up Truck	Street	45,000	-	-	-	-	-	-	-	-	-	45,000
Compressor	Street	25,754	-	-	-	-	-	-	-	-	-	25,754
Dump Truck - Single Axle s/b replaced in 2018-may not pa	Street		-	-	-	-	-	-	-	-	250,000	250,000
Fork Lift	Street	25,775	-	-	-	-	-	-	-	-	-	25,775
14" Asphalt Planer	Street	-	18,000	-	-	-	-	-	-	-	-	18,000
Dump Truck - Single Axle-15 yrs.	Street	-	230,000		-	-	-	-	-	-	250,000	480,000
Dump Truck - Single Axle-15 yrs.	Street	-	230,000	-		-	-	-	-	-	235,000	465,000
Roller Trailer	Street	-	15,000	-	-	-	-	-	-	-	-	15,000
Water tank	Street	-	20,000	-	-	-	-	-	-	-	-	20,000
Asphalt Hot Box	Street	-	-	47,000	-	-	-	-	-	-	-	47,000
Front End Loader	Street	-	-	140,000	-	-	-	-	-	-	400,000	540,000
Snow Plow Attachment Loader	Street	-	-	20,000	-	-	-	-	-	-	-	20,000
1/2 T Pick-up Truck	Street	-	-	-	50,000	-	45,000	50,000	-	-	-	145,000
3/4 T Pick-up Truck	Street	-	-	-	-	50,000	-	-	-	-	-	50,000
Paving Roller	Street	-	-	-	-	35,000	-	-	-	-	40,000	75,000
Chipper	Street	-	-	-	-	-	50,000	-	-	-	-	50,000
Brine Maker	Street	-	-	-	-	-	-	16,000	-	-	-	16,000
Loader Backhoe	Street	-	-	-	-	-	-	160,000	-	-	-	160,000
3" Wheel Saw	Street	-	-	-	-	-	-	-	-	15,000	-	15,000
Aerial Lift Truck	Street	-	-	-	-	-	-	-	-	-	150,000	150,000
skid steer	Street	-	-	-	-	-	60,000	-	-	-	-	60,000
Snow Blower large	Street	-	-	-	-	-	-	-	-	-	183,000	183,000
Street Paver	Street	-	-	-	-	-	-	-	-	-	100,000	100,000

Tennat Sweeper	Street	-	-	-	-	-	-	-	30,000	-	-	30,000
Appurtenant Park Equipment	Parks	10,000	10,500	11,000	11,500	12,000	12,500	-	-	-	-	67,500
1 T Dump Truck	Parks	-	-	-	-	-	-	-	87,000	83,000	-	170,000
Grounds Sweeper	Parks	-	-	-	-	-	-	-	-	-	-	-
3/4 T Pick-up Truck	Parks	-	-	-	-	50,000	-	-	60,000	-	-	110,000
48" Walk behind Mower	Parks	-	-	-	-	-	-	-	9,000	-	-	9,000
Skid steer	Parks	-	-	-	-	19,000	-	-	-	-	60,000	79,000
Skid steer Snow Blower & Broom attachments	Parks	-	-	-	-	-	-	-	-	-	-	-
Skid steer Trailer	Parks	-	-	-	-	-	-	-	-	-	12,500	12,500
Utility Mower Trailer 1	Parks	-	-	-	-	-	-	-	-	-	-	-
Utility Mower Trailer 2	Parks	-	-	-	-	-	-	-	-	-	-	-
Utility Vehicle	Parks	-	-	50,000	-	-	-	-	-	43,000	-	93,000
Diesel Mower 16'	Parks	-	150,000	-	-	-	-	-	-	-	-	150,000
60" Mower-Deism machine (Snow and Grass)	Parks	-	-	60,000	-	60,000	-	-	-	-	-	120,000
60" Rider Mower	Parks	-	13,000	-	-	-	-	-	-	-	-	13,000
Park Mini Van	Parks	-	-	-	40,000	-	8,000	-	-	-	-	48,000
Field Seeder	Parks	15,343	-	-	-	-	-	-	-	-	-	15,343
1/2 T Pick-up Truck	Parks		-	-	-	-	-	45,000	-	-	-	45,000
										-		
Total CEP		**1,104,172**	**836,500**	**469,000**	**306,500**	**444,000**	**347,500**	**431,000**	**433,000**	**274,000**	**1,913,500**	**6,559,172**

REVENUES											
											-
Utility Franchise/LGA allocation	916,612	757,500	523,000	647,651	487,400	573,000	602,428	554,053	604,053	1,962,159	7,627,856
Other Revenues	46,000	-	-	-	-	-	-	-	-	-	46,000
TOTAL REVENUES	**962,612**	**757,500**	**523,000**	**647,651**	**487,400**	**573,000**	**602,428**	**554,053**	**604,053**	**1,962,159**	**7,673,856**
(Use of Cash/Add to Cash	**(141,560)**	**(79,000)**	**54,000**	**341,151**	**43,400**	**225,500**	**171,428**	**121,053**	**330,053**	**48,659**	**1,114,684**
	2021	2022	2023	2024	2025	2026	2027	2028	2029		
Current Cash Balance	1177386										
Projected Cash Balance	1,035,826	956,826	1,010,826	1,351,977	1,395,377	1,620,877	1,792,305	1,913,358	2,243,411	2,292,070	
Goal is 2,000,000											
								Goal is met			

UTILITY FUNDS

This cost center accounts for the Sewer and Storm water funds.

CITY OF WEST ST. PAUL

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Capital Fund-Sewer (CEP)	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030 and future years	TOTAL ALL YEARS
Jet Truck Hose	-	3,900	-	4,100	-	-	-	-	-	-	8,000
1/2 Ton Pickup	-	-	-	-	-	-	-	-	-	-	-
Camera trailer	110,000	-	-	-	-	-	-	-	-	-	110,000
Generator 50kW	-	-	70,000	-	-	-	-	-	-	90,000	160,000
1 Ton Pickup Truck	-	55,000	-	-	-	-	60,000	-	-	-	115,000
Jet Rodder Truck/Jet-Vactor	-	-	-	-	500,000	-	-	-	-	-	500,000
1/2 Ton Pickup Truck	-	-	-	-	-	-	-	-	45,000	-	45,000
Generator 300dW	-	-	-	-	-	-	-	-	-	120,000	120,000
Lift Station 3 Motors and Pumps	-	-	-	-	-	-	-	-	-	30,000	30,000
Generator 150kW	-	-	-	-	-	-	-	-	-	200,000	200,000
Vehicle	-	-	-	-	-	-	-	-	27,000	-	27,000
Sewer pump trailer	-	-	-	-	-	-	-	-	-	4,500.00	4,500
Total CEP	**110,000**	**58,900**	**70,000**	**4,100**	**500,000**	**-**	**60,000**	**-**	**72,000**	**444,500**	**1,319,500**
Lift station 1	3,000,000	-	-	-	-	-	-			-	3,000,000
Lift Station 1 Force main Replacement	-	-	-	-	-	-	-			-	-
Lift Station 4 Force main Replacement	900,000	-	-	-	-	-	-			-	900,000
Lift Station 2 Upgrade & Force main	-	-	1,000,000	-	-	-	-			-	1,000,000
Lift Station 3 and Force main	-	-	375,000	-	-	-	-			-	375,000
Force main 6 Replacement	-	-	375,000	-	-	-	-			-	375,000
Lift Station 4	-	-	1,400,000	-	-	-	-			-	1,400,000
Sewer replacements for annual street improvement project	-	350,000	350,000	350,000	350,000	350,000	350,000	350,000	350,000	1,750,000	4,550,000
Sanitary Sewer for Delaware Ave Recon.	-	-	200,000	-	-	-	-			-	200,000
	-	-	-	-	-	-	-			-	-
	-	-	-	-	-	-	-			-	-
	-	-	-	-	-	-	-			-	-
Total CIP	**3,900,000**	**350,000**	**3,700,000**	**350,000**	**350,000**	**350,000**	**350,000**	**350,000**	**350,000**	**1,750,000**	**11,800,000**
TOTAL CEP AND CIP	**4,010,000**	**408,900**	**3,770,000**	**354,100**	**850,000**	**350,000**	**410,000**	**350,000**	**422,000**	**2,194,500**	**13,119,500**
REVENUES											
Bonds	3,900,000	-	3,500,000	-	-		-	-		-	7,400,000
Sewer Funds	110,000	408,900	270,000	354,100	850,000	350,000	410,000	350,000	422,000	2,194,500	5,719,500
TOTAL REVENUES	**4,010,000**	**408,900**	**3,770,000**	**354,100**	**850,000**	**350,000**	**410,000**	**350,000**	**422,000**	**2,194,500**	**13,119,500**
(Use of Cash/Add to Cash	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**

Capital Fund-Storm (CEP)	Department	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030 and future years	TOTAL ALL YEARS
Street Sweeper		-	-	260,000	-	-	-	-	-	-	-	260,000
Total CEP		**-**	**-**	**260,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**260,000**
Thompson Oaks wetland (Dakota Co Led)		100,000	-	-	-	-	-	-	-	-	-	100,000
Cherokee Heights Storm water		-	-	-	-	-	-	-	-	-	-	-
Seidl's Lake Lift Station		-	-	-	-	-	-	-	-	-	-	-
Storm water Pond Cleaning		200,000	-	-	210,000	-	-	220,500	-	-	231,525	862,025
			-	-	-	-	-	-	-	-	-	-
Total CIP		**300,000**	**-**	**-**	**210,000**	**-**	**-**	**220,500**	**-**		**231,525**	**962,025**
TOTAL CEP AND CIP		**300,000**	**-**	**260,000**	**210,000**	**-**	**-**	**220,500**	**-**	**-**	**231,525**	**1,222,025**
REVENUES												
Storm Water Funds		300,000	-	260,000	210,000	-	-	220,500	-	-	231,525	1,222,025
TOTAL REVENUES		**300,000**	**-**	**260,000**	**210,000**	**-**	**-**	**220,500**	**-**	**-**	**231,525**	**1,222,025**
(Use of Cash/Add to Cash		**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**		**-**	**-**

DEBT

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WEST ST. PAUL

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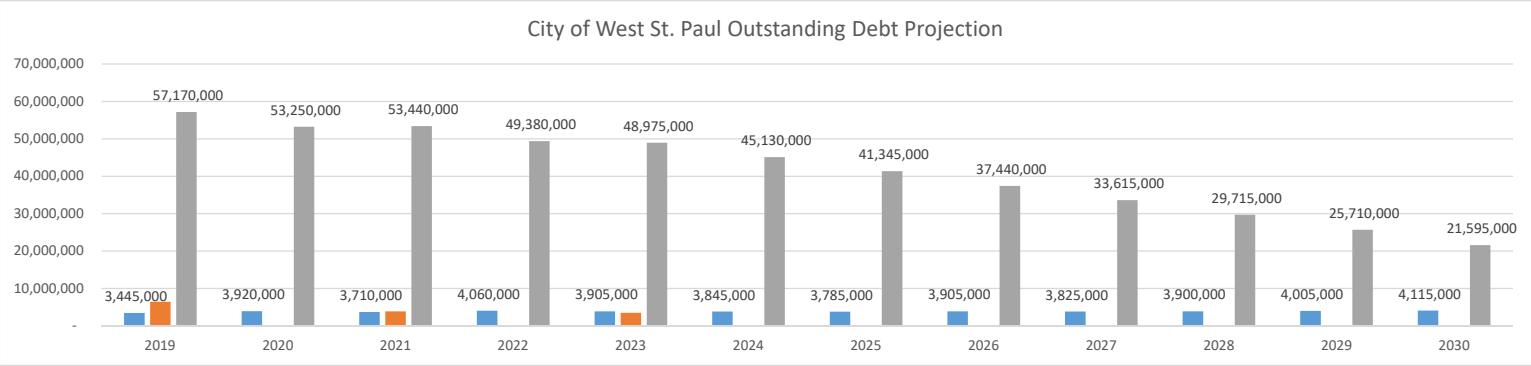
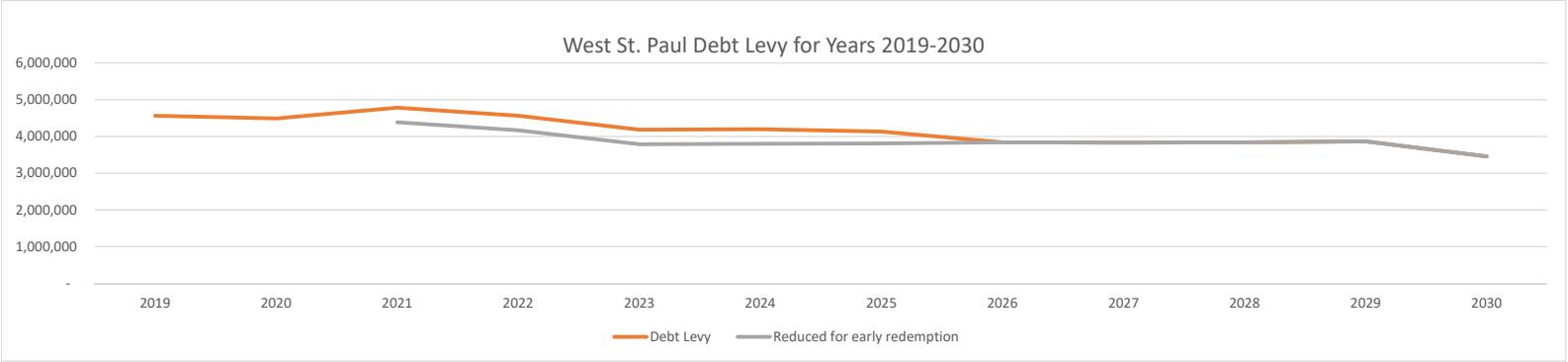
	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Principal Paid	3,445,000	3,920,000	3,710,000	4,060,000	3,905,000	3,845,000	3,785,000	3,905,000	3,825,000	3,900,000	4,005,000	4,115,000
Debt Issued	6,455,000		3,900,000		3,500,000	-						
Total Debt Outstanding	57,170,000	53,250,000	53,440,000	49,380,000	48,975,000	45,130,000	41,345,000	37,440,000	33,615,000	29,715,000	25,710,000	21,595,000

Issued Description	Street project Lift Station and Force main	Lift Station-1 Force main-4	Lift Station4 &2 Force main-3



Debt Levy Requirement

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Debt Levy	4,566,151	4,490,879	4,786,382	4,566,400	4,186,321	4,198,745	4,135,816	3,839,851	3,834,179	3,841,852	3,866,256	3,458,190
Reduced for early redemption			4,386,209	4,167,120	3,788,590	3,803,245	3,812,494	3,839,851	3,834,179	3,841,852	3,866,256	3,458,190



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MASTER PLANNING DOCUMENTS & DEFINITIONS

City Council-approved plans that impact the CEP-CIP

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CIP Plans and Definitions

- 2040 Comprehensive Plan; Approved 9/15/2019
  Every ten years the Metropolitan Council requires cities within the seven metro Counties to update their Comprehensive Land Use Plans. Major elements of these plans include Land Use, Transportation, Water Resources, Parks & Trails, Housing, Resilience, and Economic Competitiveness. These plans guide how the community will develop or redevelop during the subsequent decade.

- Housing Plan; Received 8/12/2019
  The plan serves to initiate and provide housing strategies, best practices, and recommendations to advance local initiatives and catalyze conversations and partnerships to address key housing goals/issues throughout the City. It explores alternatives for residential reinvestment and identifies goals to establish a vision intended to maintain and improve the community housing stock.

- Pavement Management Plan; Approved 7/23/2018
  The City is responsible for the maintenance of approximately xx miles of local roadways and xx miles of alleys. The PMP creates a ranking of priority and cost estimates for major maintenance (mill/overlay or reconstruction) of roadways within the community based upon their pavement condition index (PCI).

- Marthaler Park Master Plan; Received 7/16/2018
  Originally created in 2001 the Master Plan for this community scale park has been revisioned to enhance the value of this important asset to the community. It is a multi- facility plan including trails, playgrounds, sledding, tennis, and other amenities.

- ADA Transition Plan; Approved 4/23/2018
  The Transition Plan for Public Right of Way is a document that includes a detailed review of the City's existing pedestrian infrastructure within city right of way and outlines a long-term transition plan for how to achieve full compliance with the ADA regulations of this existing infrastructure. Historically, the city has reviewed these on a project-by-project basis. The county and state are responsible for plans in their respective right of way within West St. Paul.

- Smith-Dodd Small Area Plan; Approved 10/23/2017

  In 2009, five entities joined in collaboration to lead the Smith Avenue Revitalization Initiative: the Riverview Economic Development Association (REDA), the Neighborhood Development Alliance (NeDA), West Side Citizens Organization (WSCO), City of Saint Paul's Department of Planning and Economic Development (PED) and City of West Saint Paul. Together they set objectives and strategies for the economic, environmental and physical future of the Smith Avenue corridor, which stretches from Dodd Road in West Saint Paul north to the High Bridge in Saint Paul. The Smith Avenue Revitalization Plan (SARP) recommends a variety of action steps for the Smith Avenue corridor to guide its ongoing and future use and redevelopment. The revitalization plan includes the intersection of Smith Avenue South and Dodd Road. This intersection is located five blocks from the Mendota Heights border to the west, and two blocks from the Saint Paul border to the north.

  The City completed a small area plan (subset of the larger effort) which includes identification of planning priorities in the following areas:
  - Future land use
  - Building type, placement, parking and landscaping
  - Streetscape and park improvements
  - Realignment of the Smith/Dodd intersection
  - Redevelopment of the city-owned parcel at 1010 Dodd Road
  - Traffic softening on the adjacent Manomin Avenue
  - Bicycle traffic

- Garlough Park Master Plan; Received 8/28/2017

  This report assesses the feasibility of constructing a regional trail which meets Dakota County Regional Greenway Trail Standards and passes through both Garlough Park and Marthaler Park, ending at the corner of Humboldt Avenue and Wentworth Avenue. The intent of this trail segment is to connect with other local trails, a planned regional trail, public and recreational facilities, local businesses, public transportation, and surrounding residential neighborhoods.

- Renaissance Plan; Received 6/21/2017

  This Robert Street area plan is intended to guide future development of public and private spaces along the 2.5 mile mixed use corridor as an update of the original 2001 plan.

- Sports Complex Master Plan; Received 5/18/2017

  The Sports Complex is primarily a community athletic complex. The Master Plan is intended to guide redevelopment of the existing resources. This redevelopment has been occurring and likely will be completed during the timeframe of the 2021 Capital Improvements Plan.

- R2R Master Plan; Received7/13/2015
  This Dakota County regional trail way plan was developed in collaboration with Mendota Heights and West and South St. Paul. The Plan provides recommendations to improve the existing trail, including signage, design improvements, interpretive themes, gateways, as well as crossing recommendations.

- Emerald Ash Borer Management Plan, Approve 1/15/2015
  The EAB Management Plan was developed to provide a strategy on how best to deal with the Ash Tree infestation projected to dramatically affect Ash tree inventory throughout the state of Minnesota. Included are treatment, removal and replacement strategies, initially over a ten-year period.

- Pedestrian and Bicycle Plan, Approved 12/12/2011
  This Pedestrian and Bicycle Master Plan is a tool to guide the long-term efforts (25 years or more) to physical projects, programs and policies that will support walking and biking in West St. Paul to encourage healthy, active living and provide transportation choices.

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CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Charlene Stark, Finance Director**

Date: **September 14, 2020**

Preliminary Budget and Tax Levy for 2021

BACKGROUND INFORMATION:

Pursuant to State Law, the City is required to declare a maximum 2021 property tax levy no later than September 30, 2020. Preliminary budget and levy information was presented to the Council at the August 17 Open Council Work Session (OCWS). Additional reduction was made after the OCWS due to decreased costs for health insurance in 2021.
For Council consideration, the total preliminary levy for 2021 is $17,745,026. This is a 5.62% increase over the levy set for 2020. Below is the comparison of the 2020 final adopted budget to the preliminary 2021 Levy as well as the 2022 conceptual levy.

Fund	2020	Preliminary 2021 Levy	Change over 2020	Conceptual 2022 Levy
General Fund & Community Events	$11,022,962	$11,369,372	$346,410	$12,114,010
EDA Fund	383,879	366,199	(17,680)	379,088
Insurance Fund	479,615	525.339	45,724	514,158
Debt Service Funds	4,354,162	4,058,658	(295,504)	3,833,620
Capital Funds	150,000	1,001,845	851,845	1,000,000
Innovation Fund	25,000	-	(25,000)	-
Ice Arena	55,248	147,125	91,877	160,864
Pool	93,529	44,668	(48,861)	105,909
Regional Athletic Center	236,719	231,820	(4,899)	272,122
Total Levy	$16,801,114	$17,745,026	$943,912	$18,379,771
Percent Increase		5.62%		3.58%
TOTAL BUDGET	$33,303,584	$45,433,400	$11,728,205	$33,642,556

A summary of major changes for 2021 are outlined below:

- For 2021 debt service, levy a decrease of ($295,504). This is a result of early redemption of bonds in February of 2021 is anticipated as well as no new issuance of bonds in 2020.
- Operating levy increase of $691,779, which is a 3.20% increase for 2021, and $1,053,612 or 4.72% increase for 2022.
    - Increased for salary and benefits.
    - General liability, property and auto coverage
    - Utilities for City Hall, Public Works as well as the park facilities
    - Contractual services such as Fire services provided by South Metro Fire Department and DCC services.

- The capital budget increased by $10,972,816, which is a result of three significant changes from 2020. The first being the 2021 road construction program. In 2020, the City took a year off in order to allow the new sales tax revenue to accumulate for spending in 2021. The 2021 road construction program is a $ 5M reconstruction of Moreland from Delaware to Robert Street. The second change is increased budgeting for the PED plan (sidewalks and trails) and increased budgeting for local street pavement plan. The goal is to continue to increase funding for the City's infrastructure. The third change is budgeting for third party funded activities. These activities include the River-to-River trail, Marthalar Trail and Arena improvements. All of these capital projects are being funded by other parties and have no effect on the City tax levy.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Staff recommends approving the 2021 preliminary budget of $45,433,400 and a maximum levy of $17,745,026 for certification to the county auditor.

Attachments:

Resolution for adopting the Preliminary Budget, Levy and reduction in Debt Levy
Resolution to set Truth in Taxation hearing and Final Budget Adoption

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 20-

RESOLUTION ADOPTING THE PRELIMINARY BUDGET & SETTING THE PRELIMINARY 2021 TAX LEVY & DEBT SERVICE LEVY

WHEREAS, the City of West St. Paul, Minnesota is required by Minnesota Statue §275.065 to adopt a preliminary budget and to certify to Dakota County a proposed tax levy on or before September 30th of each year; and

WHEREAS, the City Council has reviewed and established a proposed budget and subsequent property tax levy for Fiscal Year 2021 beginning January 1, 2021 and ending December 31, 2021; and

WHEREAS, the Council is proposing the annual budget to be set for $45,433,400; and

WHEREAS, the Council is proposing the property tax levy of $13,686,368 and the debt service levy of $4,058,658 for a total of $17,745,026 collectible in 2021, upon taxable property in the City; and

WHEREAS, the Council shall need to decrease the levy for the following debt obligations funds:

2010A Refunding	$225,173
2013A General Obligation	$112,270

The above two debt obligations are being called in February of 2021 thus the levy will not be necessary for 2021.

2012A & B Tax Abatement	$95,904
2016B Street Reconstruction	$72,508

The above three debt obligations have ample cash on hand from revenues and special assessments thereby decreasing the total debt levy issued to be collected from property taxes; and

NOW, THEREFORE, BE IT RESOLVED by the West St. Paul City Council the following preliminary 2021 budget and total tax levy are hereby adopted:

1. Total 2021 budget $45,433,400
2. Total 2021 tax and debt levy $17,745,026

BE IT FURTHER RESOLVED the City Manager and Finance Director are hereby directed to submit this resolution and other required documentation to Dakota County for certification.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 14th day of September 2020.

Attest:

_____ _____

David J. Napier, Mayor Shirley R Buecksler, City Clerk

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 20-

RESOLUTION SET PUBLIC HEARING DATE FOR
FINAL 2021 BUDGET & TAX LEVY

WHEREAS, the City of West St. Paul, Minnesota will hold a Public Hearing on the 2021 final budget and tax levy; and

WHEREAS, the City Council will hold the Public Hearing on December 14, 2020 at the Regular Council meeting time of 6:30 p.m.; and

NOW, THEREFORE, BE IT RESOLVED by the West St. Paul City Council the Public Hearing for the adoption of the 2021 budget and tax levy will be called on December 14, 2020 at 6:30 p.m.

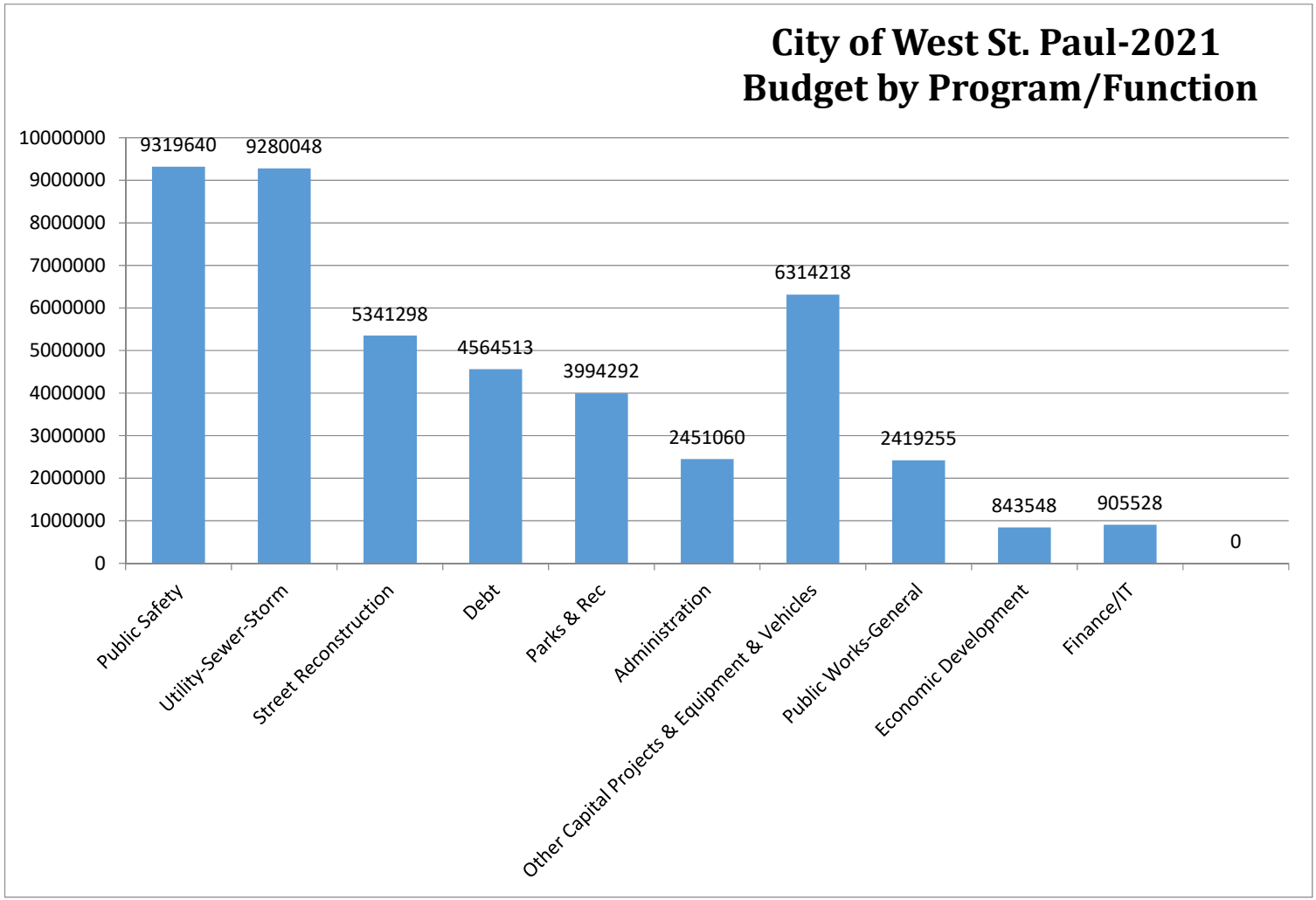
Adopted by the City Council of the City of West St. Paul, Minnesota, this 14th day of September 2020.

Attest:

_____	_____
David J. Napier, Mayor	Shirley R Buecksler, City Clerk

Preliminary 2021 Budget and Conceptual 2022

Fund	2020	Conceptual 2021	Preliminary 2021	Conceptual 2022
General Fund & Community Events	11,022,962	11,490,417	11,369,372	12,114,010
EDA Fund	383,879	299,806	366,199	379,088
Insurance Fund	479,615	512,186	525,339	514,158
Debt Service Funds	4,354,162	4,516,927	4,058,658	3,833,620
Capital Funds	150,000	580,000	1,001,845	1,000,000
Innovation Fund	25,000	145,000	-	-
Ice Arena	55,248	56,832	147,125	160,864
Pool	93,529	92,832	44,668	105,909
Regional Athletic Center	236,719	231,820	231,820	272,122
Total Levy	$ 16,801,114	$ 17,925,820	$ 17,745,026	$ 18,379,771
Increase		6.69%	5.62%	3.58%
Total Budget	$ 33,303,584	$ 44,927,545	$ 45,433,400	$ 33,642,556
Tax Rate	70.31%	71.86%	69.29%	69.98%
Increase to Median Valued Home	$ 105.96	$ 84.24	$ 99.00	$ 70.04


City of West St. Paul-2021
Budget by Program/Function
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8000000
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6000000
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4000000
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1000000
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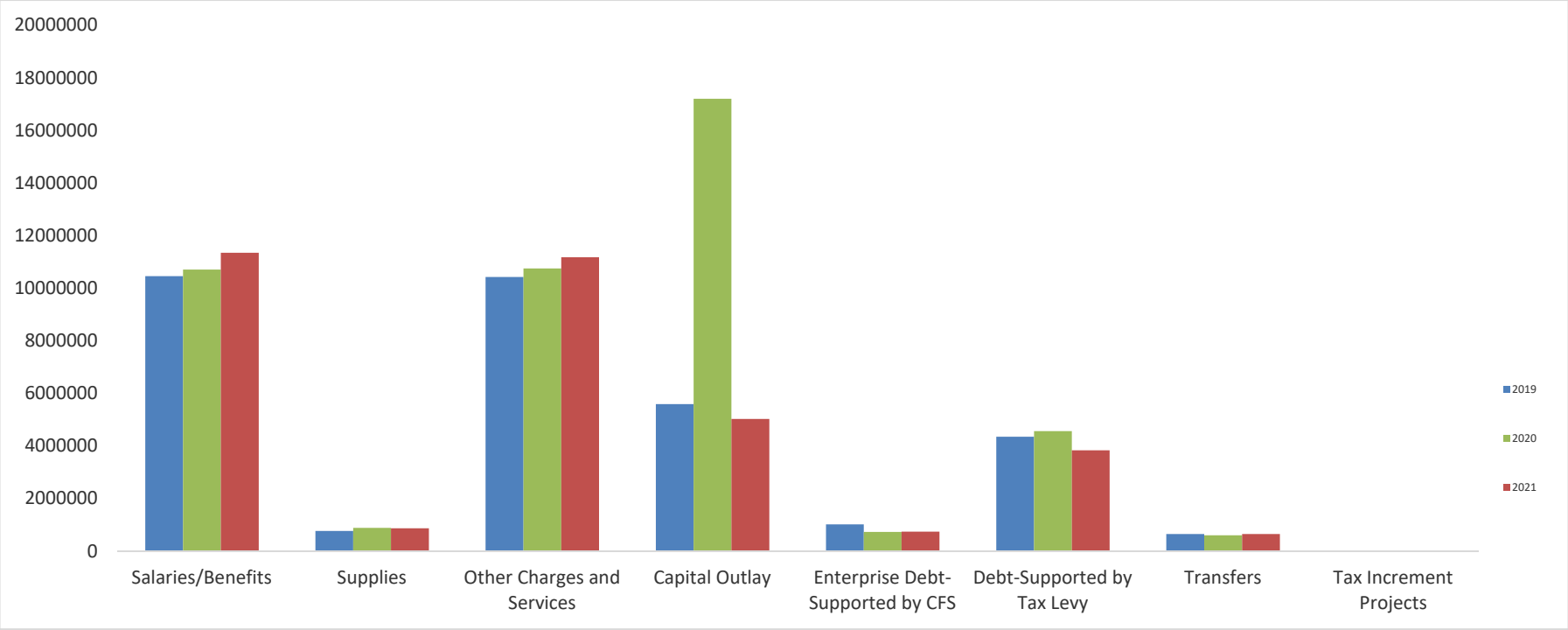
9319640
9280048
5341298
4564513
3994292
2451060
6314218
2419255
843548
905528
0
Public Safety
Utility-Sewer-Storm
Street Reconstruction
Debt
Parks & Rec
Administration
Other Capital Projects & Equipment & Vehicles
Public Works-General
Economic Development
Finance/IT

2020-2022 Summary Budget

City and EDA Levy



CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

Jim Hartshorn, Community Development Director

From: **Melissa Sonnek, City Planner**

Date: **September 14, 2020**

Final Reading – Rezoning of 1571 Robert Street

BACKGROUND INFORMATION:

At the August 31, 2020 meeting, City Council held a public hearing and approved the first reading to rezone 1571 Robert Street from B6 – Town Center Mixed-Use, to PMD – Planned Mixed-Use Development with B6 – Town Center Mixed-Use underlying zoning. The rezoning is being requested in order to align the zoning of the property with the 2040 Comprehensive Plan as well as to construct a five-story mixed use building containing apartments and retail.

The conditional use permit, site plan, preliminary and final plat were approved along with the first reading of the rezoning during the August 31st meeting. However, since rezoning applications must be approved through an ordinance, this requires two readings.

PLANNING COMMISSION:

The Planning Commission met in regular session on August 18th, 2020 and held a public hearing. A few people attended the meeting in person and called in to discuss the item. Residents expressed concern about the height of the building, decrease in retail square footage, and adverse effects on traffic in the surrounding areas. Ultimately, the Planning Commission voted 7-0 to recommend approval of the applications, including the rezoning of the property, subject to the conditions recommended by City Staff.

STAFF RECOMMENDATION:

Staff recommends the City Council review the attached ordinance and approve the rezoning of 1571 Robert St. from B6 – Town Center Mixed-Use, to PMD – Planned Mixed-Use Development with B6 – Town Center Mixed-Use underlying zoning.

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. 20-018

AN ORDINANCE REZONING 1571 ROBERT ST FROM B6 – TOWN CENTER MIXED USE TO PLANNED MIXED USE DEVELOPMENT (PMD), WITH B6 – TOWN CENTER MIXED USE UNDERLYING ZONING

The City Council of West St. Paul does ordain:

SECTION 1. AMENDMENT. The Zoning Map of the City of West St. Paul is hereby amended by rezoning 1201 Robert St. S. from B4 – Shopping Center to PMD – Planned Mixed-Use Development, with B4 – Shopping Center and R4 – Multi-Family Residential Under Lying Zoning for the properties currently identified as:

CURRENT:
Parcel 1: Lots 3 and 4, Block 1, CITY CENTER ADDITION, Dakota County, Minnesota.
Abstract and Torrens Property

Parcel 2: Lot 6, Block 1, City Center Addition, West St. Paul Dakota County, Minnesota; and that part of Lot 7, beginning at a point on the East line of said Lot 7, at the point of intersection with the South line of Lot 6; thence Westerly along the South line of said Lot 6, extended a distance of 60.07 feet; thence Northerly and parallel with the East line of Lot 7 to the North line of Lot 6 extended; thence Easterly along the North line of Lot 6 extended to the East line of Lot 7; thence Southerly along the East line of Lot 7 to the point of beginning, situated in Block 1, City Center Addition, West St. Paul, Dakota County, Minnesota, EXCEPT that part of Lot 6, Block 1, City Center Addition, according to the recorded plat thereof, Dakota County, Minnesota, lying Easterly of a line run from Northeast corner of said Lot 6 to a point on the South line of said Lot 6 distant 4.20 feet Westerly of the Southeast corner of said Lot 6.

Parcel 2A: That part of Lot 6, Block 1, City Center Addition, according to the recorded plat thereof, Dakota County, Minnesota, lying Easterly of a line run from Northeast corner of said Lot 6 to a point on the South line of said Lot 6 distant 4.20 feet Westerly of the Southeast corner of said Lot 6. Dakota County, Minnesota.
Abstract Property

Parcel 3: That part of Lots 5 and 7, Block 1, City Center Addition, Dakota County, described as follows:
Commencing at the Northeast corner of said Lot 5; thence South 0 degrees 30 minutes 42 seconds East along the Easterly line of said Lot 5 a distance of 100.0 feet to a line 100.00 feet Southerly of, as measured at right angles to the North line of said Lot 5 and to the point of beginning of the land to be described; thence South 89 degrees 55 minutes 38 seconds West, parallel with the North line of Said Lot 5, a distance of 160.00 feet; thence South 0 degrees 30 minutes 42 seconds East a distance of 104.80 feet to the Westerly extension of the Northerly line of Lot 6, said Block 1; thence North 90 degrees 00 minutes 00 seconds East along said Westerly extension and along said

Northerly line of Lot 6 a distance of 160.00 feet to said Easterly line of Lot 5; thence North 0 degrees 30 minutes 42 seconds West along said Easterly line of Lot 5 a distance of 105.00 feet to the point of beginning, Dakota County, Minnesota .

AND

That part of Lots 5 and 7, Block 1, City Center Addition, Dakota County, described as follows:
Commencing at the Northeast corner of said Lot 5; thence South 0 degrees 30 minutes 42 seconds East along the Easterly line of said Lot 5 a distance of 100.0 feet to a line distant 100.00 feet Southerly of, as measured at right angles to the Northerly line of said Lot 5; thence South 89 degrees 55 minutes 38 seconds West, parallel with the North line of Said Lot 5, a distance of 160.00 feet to the point of beginning of the land to be described; thence South 0 degrees 30 minutes 42 seconds East a distance of 104.80 feet to the Westerly extension of the Northerly line of Lot 6, said Block 1; thence North 90 degrees 00 minutes 00 seconds West along said Westerly extension of Lot 6 a distance of 93.02 feet to a line distant 253.01 feet Westerly of, as measured at right angles to the Easterly line of said Lot 5; thence North 0 degrees 30 minutes 42 seconds West, parallel with said Easterly line of Lot 5, a distance of 204.68 feet to the Northerly line of said Lot 5; thence North 89 degrees 55 minutes 38 seconds East along the Northerly line of said Lot 5 a distance of 103.01 feet to a line distant 150.00 feet Westerly of, as measured at right angles to said Easterly line of Lot 5; thence South 0 degrees 30 minutes 42 seconds East a distance of 100.00 feet to a line distant 100.00 feet Southerly of, as measured at right angles to the Northerly line of said Lot 5; thence South 89 degrees 55 minutes 38 seconds West, parallel with said Northerly line of Lot 5, a distance of 10.00 feet to the point of beginning.

Parcel 4: The East 125 feet of the South 166.84 feet of Lot Seven (7), Block One (1), City Center Addition according to the recorded plat thereof.

AND

Lot Seven (7) Block One (1), City Center Addition, Dakota County, Minnesota, except the East 125.00 feet of the South 166.84 feet and except the West 40.08 feet of said Lot 7, and except the North 40.00 feet of said Lot 7, and except that part of said Lot 7, described as follows:
Beginning at the point of intersection with the East line of said Lot 7, and the South line of Lot 6, Block 1, City Center Addition; thence Westerly along the Westerly extension of the South line of said Lot 6, a distance of 60.07 feet; thence Northerly parallel with the East line of said Lot 7 to the intersection with the Westerly extension of the North line of said Lot 6; thence Easterly along the Westerly extension of the North line of said Lot 6 to the East line of said Lot 7; thence Southerly along the East line of said Lot 7 to the point of beginning.
Abstract

Parcel 5: Lots 4, 5, 6, and 7, Block 1, Erchingers Addition to South St. Paul, Dakota County, Minnesota.
Abstract Property

SECTION 2. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed by the City Council of the City of West St. Paul, Minnesota, this 14th day of September 2020.

Attest:

_____	_____
David J. Napier, Mayor	Shirley R Buecksler, City Clerk