



City Council Agenda

Monday, September 8, 2025

6:00 PM

City Council Chambers

(Any times listed are approximate – please note that items may be earlier or later than listed on the agenda)

- 6:00 p.m. **1. Roll Call**
Voting and Seating Order: Groff, Strahan, Schroeder, Bauer, and Roe
- 6:01 p.m. **2. Pledge of Allegiance**
- 6:02 p.m. **3. Approve Agenda**
- 6:03 p.m. **4. Public Comment**
- 6:08 p.m. **5. Recognitions and Donations**
a. Proclaim Hispanic Heritage Month
b. Proclaim Constitution Week
- 6:13 p.m. **6. Items Removed from Consent Agenda**
- 6:15 p.m. **7. Business Items**
a. Discuss an ordinance imposing regulations on excavations within ten feet of existing foundations
- 6:55 p.m. b. Discuss Beekeeping Regulations
- 7:15 p.m. c. Consider Closure of Roseville Leaf Recycling Center
- 7:45 p.m. **8. Council Direction on Councilmember Initiated Agenda Items**
- 7:45 p.m. **9. Approval of City Council Minutes**
a. Approve Minutes from August 20, 2025 Special City Council Meeting
b. Approve Minutes from August 25, 2025 City Council Meeting
- 7:50 p.m. **10. Approve Consent Agenda**
a. Approval of Payments
b. Approve Ordinance Extending Cable Franchise Agreement with Comcast through 2032
c. Approve the renewal of a short term rental license for 1901 Shady Beach Avenue
d. Approve the renewal of a short term rental license for 1277 Garden Avenue
- 7:55 p.m. **11. Future Agenda Review, Communications, Reports, and Announcements - Council and City Manager**
a. Future Agenda
- 8:05 p.m. **12. Adjourn**



Hispanic Heritage Month September 15 - October 15, 2025

Whereas: From September 15 to October 15, National Hispanic Heritage Month is observed to celebrate the heritage, history, traditions, and cultural diversity of Hispanic Americans whose heritage is rooted in Spain, Mexico, Central and South America, and the Caribbean including: Guatemala, Honduras, El Salvador, Nicaragua, Costa Rica, Panama, Colombia, Venezuela, Ecuador, Peru, Bolivia, Paraguay, Chile, Argentina, Uruguay, Cuba, Puerto Rico, and the Dominican Republic.; and

Whereas: The national observation began in 1968 as Hispanic Heritage Week and was expanded in 1988 when the United States Congress adopted a resolution designating September 15 to October 15 of each year as National Hispanic Heritage Month; and

Whereas: This heritage month is celebrated mid-September to mid-October to highlight the independence of several countries. September 15 is the day that five Latin American countries celebrate their independence from Spain: Costa Rica, El Salvador, Nicaragua, Guatemala, and Honduras. Mexico celebrates its independence on September 16 and Chile on September 18.

Whereas: The Hispanic community has had a profound influence on our country through their strong commitment to family, faith, and culture and they have enhanced and shaped our national heritage with centuries old traditions that reflect the multiethnic and multicultural customs of their community; and

Whereas: During National Hispanic Heritage Month, the United States celebrates the culture and traditions of Spanish speaking residents who trace their roots to Spain, Mexico, Central America, South America and the Caribbean.

Whereas: The City of Roseville invites all members of the community to celebrate 2025 Hispanic Heritage Month with the theme "Collective Heritage: Honoring the Past, Inspiring the Future". This theme highlights the importance of recognizing the rich history, diverse achievements, and ongoing contributions of Hispanic and Latine communities, while also looking forward to their future impact and influence; and

Now, Therefore Be It Resolved, that the City Council hereby proclaim September 15 to October 15, 2025 to be Hispanic Heritage Month in the City of Roseville, County of Ramsey, State of Minnesota, U.S.A

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Roseville to be affixed this 8th day of September 2025.



Mes de la Herencia Hispana 15 de Septiembre – 15 de Octubre, 2025

Considerando: Del 15 de Septiembre al 15 de Octubre, el Mes Nacional de la Herencia Hispana es observado y es un momento para celebrar la herencia, la historia, las tradiciones y la diversidad cultural de los hispanoamericanos cuya herencia tiene sus raíces en España, México, América Central, América del Sur y el Caribe incluido: Guatemala, Honduras, El Salvador, Nicaragua, Costa Rica, Panamá, Colombia, Venezuela, Ecuador, Perú, Bolivia, Paraguay, Chile, Argentina, Uruguay, Cuba, Puerto Rico y República Dominicana; y

Considerando que: La observación nacional comenzó en 1968 como Semana de la Herencia Hispana y se creció en 1988 cuando el Congreso de los Estados Unidos adoptó una resolución designando el 15 de septiembre al 15 de octubre de cada año como el Mes Nacional de la Herencia Hispana; y

Considerando que: Este mes del patrimonio se celebra desde mediados de septiembre hasta mediados de octubre para resaltar la independencia de varios países. El 15 de septiembre es el día en que cinco países latinoamericanos celebran su independencia de España: Costa Rica, El Salvador, Nicaragua, Guatemala y Honduras. México celebra su independencia el 16 de septiembre y Chile el 18 de septiembre; y

Considerando que: La comunidad hispana ha tenido una profunda influencia en nuestro país a través de su fuerte compromiso con la familia, la fe y la cultura y ha realzado y dado forma a nuestra herencia nacional con tradiciones centenarias que reflejan las costumbres multiétnicas y multiculturales de su comunidad; y

Considerando que: Durante el Mes Nacional de la Herencia Hispana, los Estados Unidos celebran la cultura y las tradiciones de los hispanohablantes que trazan sus raíces a España, México, América Central, América del Sur y el Caribe.

Considerando que: La Ciudad de Roseville invita a todos los miembros de la comunidad a celebrar el Mes de la Herencia Hispana 2025; con el tema “Patrimonio Colectivo: Honrando el Pasado, Inspirando el Futuro. Este tema destaca la importancia de reconocer la rica historia, los diversos logros y las contribuciones continuas de las comunidades hispanas y latinas, a la vez que se anticipa su impacto e influencia futuros; y

Ahora, Sea Resuelto, que el Concejo Municipal proclame del 15 de septiembre al 15 de octubre de 2025 el Mes de la Herencia Hispana en la Ciudad de Roseville, Condado de Ramsey, Estado de Minnesota, Estados Unidos.

En Testigo de lo cual, he firmado el presente y he hecho que el Sello de la Ciudad de Roseville se coloque este 8 día de septiembre de 2025.



Constitution Week

September 17-23, 2025

Whereas: September 17, 2025, marks the 238th anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

Whereas: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary and to the patriotic celebrations which will commemorate the occasion; and

Whereas: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

Now, Therefore Be It Resolved, that the City Council hereby declare September 17-23 to be Constitution Week in the City of Roseville and urges all to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

In the City of Roseville, County of Ramsey, State of Minnesota, U.S.A

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Roseville to be affixed this 8th day of September 2025.

Mayor Daniel J. Roe

REQUEST FOR COUNCIL ACTION

Date: 9/8/2025

Item No.: 7.a.

Department Approval

Janice Gundlach

City Manager Approval

Samir P. Truogian

Item Description: Discuss an ordinance imposing regulations on excavations within ten feet of existing foundations

Background

A request has been made by the homeowner's association of The Enclave at McCarrons Lake to enact regulations on excavations that occur within ten feet of existing foundations. The City Council discussed this topic on July 14, 2025 (meeting minutes attached). At that meeting, the City Council was instructed by City staff that such regulations could not be adopted as they would constitute a regulation more restrictive than the Residential Building Code, which is prohibited under State law. Such a determination was made after staff consulted with the State Building Official. However, staff informed the Council that the State has forwarded regulations on this issue to their Technical Advisory Committee for inclusion in the residential building code update slated for adoption in March of 2026.

Following the discussion on July 14, 2025, the Council directed staff to re-engage with the State to determine whether Roseville could enact regulations aimed at protecting existing foundations from excavations occurring within ten feet, noting a desire not to wait for the updated residential building code. On July 23, 2025, the Building Official contacted the State Building Official to inquire about whether Roseville could enact regulations now instead of waiting for the State. In an email (see Attachment 2), the State Building Official adjusted his previous position and will now allow Roseville to enact regulations before the State, but noted if the State's preferred language is incorporated into the residential building code update, Roseville would have to repeal any regulations because now the issue would be a part of the residential building code.

Attachment 3 offers three versions of ordinance language aimed at protecting existing foundations from excavations. The proposed regulations could be incorporated into Title 9, Building Regulations, Chapter 906, Building Maintenance and Preservation Code of the City Code. These versions reference the protection of adjoining property or adjoining public or private property, but no distance is noted. The residents of The Enclave HOA have requested ten feet given the homes in this development have ten feet of separation. Before incorporating any regulations into ordinance form, staff would seek direction from the City Council on when additional regulations on excavations within close proximity to existing foundations should be imposed. Given the existing side yard structure setback in Roseville's LDR, LMDR and MDR zoning districts is five feet, these new regulations have the potential to impact many projects, including new homes and additions

to existing homes. Staff have provided a map illustrating how many properties are potentially impacted by such regulations (Attachment 4), which range from 200-600.

Lastly, as is customary with any new policy, program or initiative, the Equity & Inclusion Toolkit was completed to help guide decision-making. The completed toolkit is provided as Attachment 5, which includes greater details on desired outcomes, benefits and burdens, unintended consequences, and engagement efforts surrounding the new regulations.

Staff will provide a presentation (Attachment 6) outlining the issue, options for ordinance language, and other issues related to the scope of the issue/ordinance. Staff seeks feedback from the Council on the proposed ordinance language (Attachment 3) and/or whether the Council desires to further limit the scope of the ordinance, and if so, how. If the Council is interested in proceeding further, staff would prepare an ordinance for consideration at a future City Council meeting.

Policy Objectives

Regulations governing the construction of structures are to ensure public health, safety, and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises.

Equity Impact Summary

The proposed ordinance is the product of a request from residents who reside in a 20-unit detached town home development that is under construction and results in homes having 10' setbacks. These residents have concerns their homes will not be adequately protected from excavation activities for the future homes in the development. The ordinance would impose close-proximity building regulations to ensure vertical and/or lateral support for existing foundations is provided during excavation activities that occur within 10' of another structure/building, as the existing Residential Building Code does not require such protections when on-site threats are not obvious or apparent. The impact of the ordinance has the possibility to be widespread given the interior side yard setback requirement in the LDR, LMDR and MDR zoning districts is 5', however the actual impacts will be dependent on the conditions under which the ordinance would be applied, the specific characteristics of individual projects, the surrounding landscape, and legal property boundary considerations. Given the specificity of the ordinance, its purpose or impact cannot be directly connected to a Community Aspiration but could be loosely tied to the aspiration that speaks to a community with quality housing.

Budget Implications

Cost implications of this ordinance would be the responsibility of the party seeking a building permit to excavate in close proximity of an existing foundation.

Staff Recommendations

Review the information provided by staff and provide direction on next steps.

Requested Council Action

Review the information provided by staff and provide direction on next steps.

Prepared by: Janice Gundlach, Community Development Director
David Englund, Building Official

Attachments:

1. July 14, 2025 CC Meeting Minutes
2. State Building Official email thread_7-23-2025
3. Example Code Language
4. Map
5. Equity & Inclusion Toolkit
6. Presentation Slides

Mayor Roe and other councilmembers voiced their support and confidence in the commission's progress.

The Commission members thanked the council and staff for their support and guidance.

b. Discuss Close Proximity Building Regulations

Community Development Director Janice Gundlach briefly highlighted this item as detailed in the Request For Council Action and related attachments dated July 14, 2025.

Ms. Gundlach explained the issue of close-proximity building regulations in the Enclave development. She discussed the state building code and the challenges of implementing more restrictive regulations.

Councilmember Bauer questioned the timeline and the potential for regulations specific to Roseville.

Public Comment

Mayor Roe offered an opportunity for public comment.

Ms. Katlyn Barstad, Enclave resident, McCarrons Place West

Ms. Barstad expressed concerns about the timing, since it would not be adopted until March 2026, and about how close proximity regulations could affect current residents. She mentioned she was not at the meeting to delay the development process in Roseville. However, she asked that development be carried out in a way that best safeguards the safety of existing residents. She also noted a geological study done by an engineering firm, which she plans to submit to the council and staff for review, that could help justify the applicability of this specific clause.

Ms. Susan Follett, Enclave resident, McCarrons Place West

Ms. Follett also expressed her concern about the close proximity regulations and agreed with Ms. Barstad's comments. She explained that at the bottom of Attachment One is an excerpt from the city council minutes, which includes the resolution. Item B states, "The homeowner association shall prohibit new structures and additions to the principal structures that reduce such a side yard setback to less than 10 feet." She noted that she would like to raise the impracticality and feasibility of the homeowner's association and architectural control committee enforcing this, since they currently cannot regulate builders, which is why they rely on the permit process for enforcement.

Mr. John Barstad, 217 McCarrons Place West

Mr. Barstad, a civil engineer, stressed the importance of accurate soil classification and stable foundations. He pointed out the absence of insurance for soil movement and the possible financial risks.

The public comments emphasized the need to protect existing structures better and the importance of implementing timely code updates.

Council Discussion

Mr. Trudgeon talked about the city's response to the main water break and the need for improved documentation and standards.

The Councilmembers discussed potential solutions, including expediting state regulations and adding procedural requirements to the building permit process.

c. Discuss Street Light Policy

Public Works Director Jesse Freihammer briefly highlighted this item as detailed in the Request For Council Action and related attachments dated July 14, 2025.

Mr. Freihammer explained the proposed updates to the city's streetlight policy, including the addition of a petition process for removing streetlights. He reviewed the current policy and the reasons for the proposed changes.

The council discussed the implications of the proposed changes and emphasized the need for consistent and fair street lighting, as well as the requirement for a petition process to request the removal of streetlights.

Mr. Freihammer shared examples of policies and procedures from other cities regarding street light removal.

Council members consider residents' feedback, the potential impact of proposed changes on public safety and community satisfaction, the feasibility of adopting a petition process, and how this might affect public safety.

Councilmember Strahan asked about how to reinstall street lights in areas where residents later request them.

Mr. Freihammer explained that most cities have standard lighting policies, and their policies are aimed at ensuring a fair distribution of lighting.

Councilmember Groff explained that most cities follow standard lighting policies, and previous policies required petitions for the removal of lights. He mentioned receiving more requests to remove lights than to install them and proposed a process

From: [David Englund](#)
To: [Janice Gundlach](#)
Subject: FW: Draft response to State
Date: Wednesday, July 23, 2025 2:35:22 PM
Attachments: [image001.png](#)

From: Metz, Greg (DLI) <greg.metz@state.mn.us>
Sent: Wednesday, July 23, 2025 2:33 PM
To: David Englund <David.Englund@cityofroseville.com>
Subject: RE: Draft response to State

Caution: This email originated outside our organization; please use caution.

Hi Dave,

Sometimes it is good to have some space to consider and reconsider an issue. So, I'm adjusting my position. The Minnesota Residential Code does NOT address excavations and protection of adjacent property today because the appendix is deleted from the code. Therefore, because the code specifically excludes the issue, a city may adopt an ordinance to address it.

Please note that we are proceeding with including the code change proposal into the next residential code and at that time your city council will need to repeal their amendment.

Best regards,

Greg

Greg Metz

Assistant Director | State Building Official



From: David Englund <David.Englund@cityofroseville.com>
Sent: Wednesday, July 23, 2025 9:58 AM
To: Metz, Greg (DLI) <greg.metz@state.mn.us>
Subject: FW: Draft response to State

Greg,

Thanks for following up on this. This information was brought to our Council on July 14. While they appreciated the inclusion of this section into the MRC in 2026, they wanted to know if the City has any option to adopting this language sooner. Specifically, they were wondering about the process

Minneapolis went through to adopt similar language into ordinance (MPLS 83.10 subp.10). If this earlier adoption is not allowed, is there an appeal process? Can you also address how long it would take on your end to get through a process to allow earlier adoption or to undergo an appeal? If it is easier to discuss by phone, my supervisor Janice Gundlach and I are available at your convenience. While Janice and I do not see the “geological condition” allowed for as an exception, we would like to have as much information as possible to bring back to the Council.

I really appreciate the time you have taken with this,

Dave

Dave Englund | Building Official

Community Development Department

Phone: 651.792.7087

david.englund@cityofroseville.com



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From: Metz, Greg (DLI) <greg.metz@state.mn.us>
Sent: Tuesday, June 17, 2025 11:26 AM
To: David Englund <david.englund@cityofroseville.com>
Subject: FW: City adoption of deleted Residential Code Sections

Caution: This email originated outside our organization; please use caution.

Good morning Dave,

Just as a follow up, the Residential Building Code Technical Advisory Group heard and approved to move forward with a code change proposal adding section R401.5 to the Minnesota Residential Code in 2026.

R401.5 Excavation near foundations. Where excavation will reduce support from any adjoining public or private property foundation, a registered design professional shall prepare an assessment of the structure as determined from examination of the structure, the review of available design documents and, if necessary, excavation of test pits. The registered design professional shall

determine the requirements for underpinning and protection and prepare site-specific plans, details, and sequence of work for submission. Such support shall be provided by underpinning, sheeting and bracing, or by other means acceptable to the building official.

I thought your city council may want to know. Many thanks for bringing this to my attention.

Best regards,

Greg

Greg Metz

Assistant Director | State Building Official



From: David Englund <David.Englund@cityofroseville.com>

Sent: Wednesday, May 28, 2025 8:24 AM

To: Metz, Greg (DLI) <greg.metz@state.mn.us>

Subject: RE: City adoption of deleted Residential Code Sections

You don't often get email from david.englund@cityofroseville.com. [Learn why this is important](#)

Thanks Greg,

I really appreciate the quick reply and detailed answer. I will inform our council of the process and the proposed incorporation into State Code.

Happy Wednesday!

Dave

Dave Englund | Building Official

Community Development Department

Phone: 651.792.7087

david.englund@cityofroseville.com



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From: Metz, Greg (DLI) <greg.metz@state.mn.us>

Sent: Wednesday, May 28, 2025 7:24 AM

To: David Englund <David.Englund@cityofroseville.com>

Subject: RE: City adoption of deleted Residential Code Sections

Caution: This email originated outside our organization; please use caution.

Good morning Dave,

Thank you for your inquiry. Minnesota Statute 326B.121, Subd. 2 (c) states that “A municipality must not by ordinance, or through development agreement, require building code provisions regulating components or systems of any structure that are different from any provision of the State Building Code.” <https://www.revisor.mn.gov/statutes/cite/326b.121> This portion of the statute does allow for a property maintenance code. It also allows a local municipality to modify foundation requirements due to specific geological formations, like Woodbury having deeper foundation requirements because of their clay deposits.

I have read through the section that your city council is interested in adopting and believe it merits incorporation into the State Building Code. Although technically your city council can’t adopt an ordinance for something specifically addressed by the State Building Code (even through deletion) due to statutory prohibition, I will submit a Code Change Proposal to the Residential Building Code Technical Advisory Group and we can very likely get the language incorporated into the next generation of Minnesota Residential Code. It will likely not be published and enforceable until the third quarter of next year.

Many thanks for bringing this to my attention Dave.

Best regards,

Greg

Greg Metz

Assistant Director | State Building Official



From: David Englund <David.Englund@cityofroseville.com>

Sent: Tuesday, May 27, 2025 3:35 PM

To: Metz, Greg (DLI) <greg.metz@state.mn.us>

Subject: City adoption of deleted Residential Code Sections

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Hi Greg,

I have been asked to get a formal response related to our phone conversation last week (or maybe the week before?).

An HOA within the City of Roseville (Enclave Development – McCarrons Place near Lake McCarrons) has made a request to the City Council to adopt two sections of State Code that specifically deleted from the State Residential Code. Specifically, MSBC 1803.5.7, 3307.1 and Minneapolis Ordinance 89.30 (10)

“(10) *Protection of adjoining property*. Adjoining property shall be protected from damage during any construction work on the permit site. Excavations for any purpose shall not remove lateral support from any footing or foundation without first protecting the footing or foundation against settlement or lateral translation. The city may require the submission of a soils investigation report and/or shoring plan.”

From our conversation, Chapter 1 of the State Building Code is very clear that the State Code supersedes any City building regulation. In addition, should the City wish to move forward with regulations that are more strict (E.g. Minneapolis Code 89.30), the City would have to petition and receive approval from DLI for such a regulation or requirement.

I apologize for bringing this back to you, but this is going to be presented at a Council meeting in June and I wanted to be able to articulate clearly the position of the State.

Thanks again for all your help and time on this,

Dave

Dave Englund | Building Official

Community Development Department

Phone: 651.792.7087

david.englund@cityofroseville.com



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2020 Minnesota State Building Code (Commercial)

Section 1804

EXCAVATION, GRADING AND FILL

1804.1. Excavation near foundations. Excavation for any purpose shall not reduce vertical or lateral support for any foundation or adjacent foundation without first underpinning or protecting the foundation against detrimental lateral or vertical movement, or both.

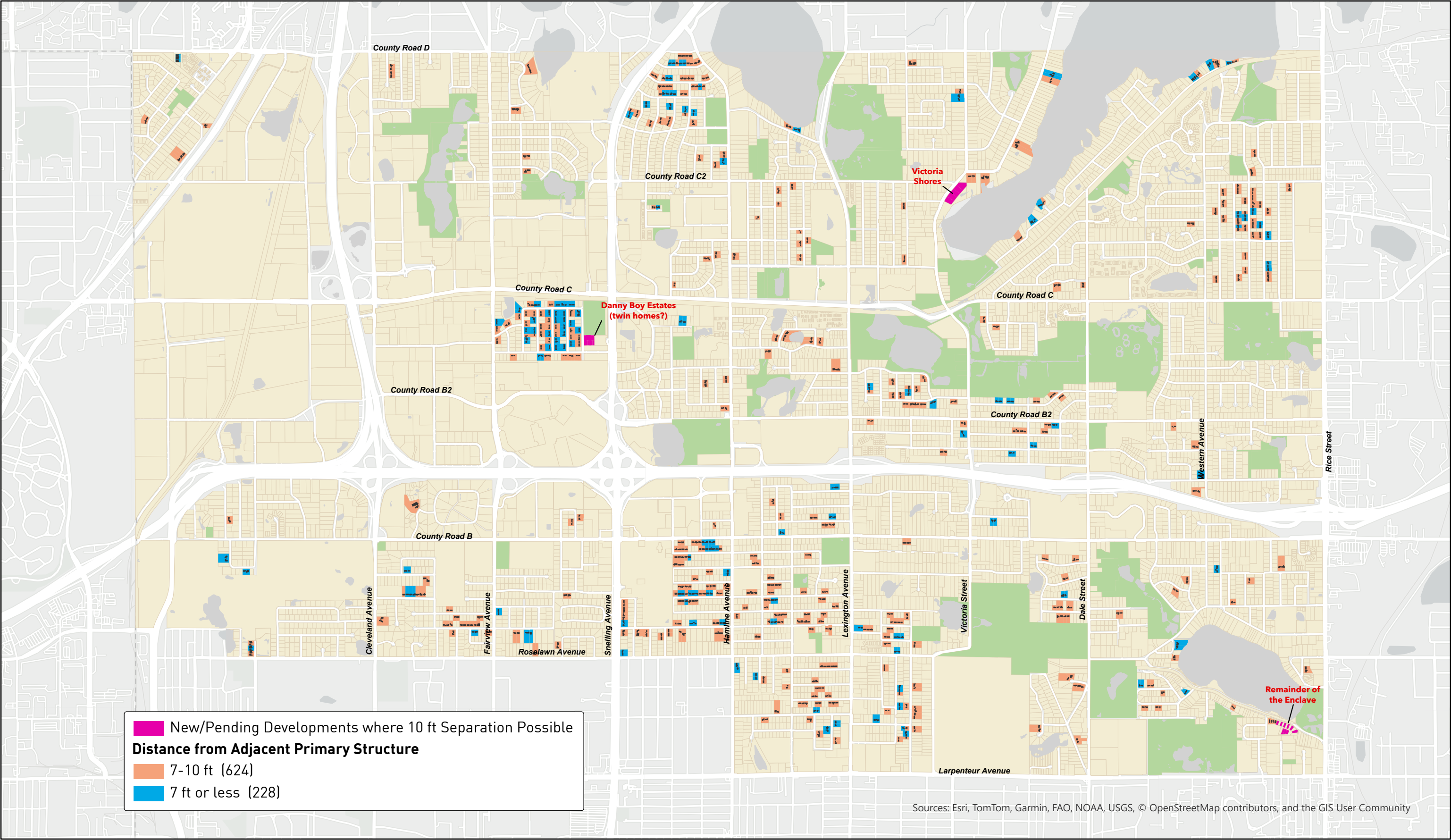
Minneapolis Code of Ordinances

89.30. - Requirements and standards.

(10) *Protection of adjoining property.* Adjoining property shall be protected from damage during any construction work on the permit site. Excavations for any purpose shall not remove lateral support from any footing or foundation without first protecting the footing or foundation against settlement or lateral translation. The City may require the submission of a soils investigation report and/or shoring plan.

Proposed code language for 2026 Minnesota Residential Code

R401.5. Excavation near foundations. Where excavation will reduce support from any adjoining public or private property foundation, a registered design professional shall prepare an assessment of the structure as determined from examination of the structure, the review of available design documents and, if necessary, excavation of test pits. The registered design professional shall determine the requirements for underpinning and protection and prepare site-specific plans, details, and sequence of work for submission. Such support shall be provided by underpinning, sheeting and bracing, or by other means acceptable to the building official.



Properties with Houses 10 feet or less from an Adjacent House

EQUITY & INCLUSION TOOLKIT



To Guide Decision Making on Policies, Programs, Initiatives, and Budget Proposals to Help Build an Equitable and Inclusive Community

Things to know about the toolkit

1. The Equity & Inclusion Toolkit (EIT) is a reflective tool to assist decision makers in evaluating ideas and proposed solutions with a perspective inclusive of equity.
2. The EIT is NOT a test of competence in equity and inclusion, but a tool to help make decisions that are advancing our community aspirations in an equitable and inclusive way.
3. This is a public document. The public should know city leaders are diligent in considering community voices and potential adverse outcomes of decisions.

Equity & Inclusion Toolkit Instructions

This toolkit serves as a guide to developing an equity impact analysis. Through the process of answering questions focused on community and stakeholder impact. Through the process of understanding the outcomes of decisions on the community, you will end with an Equity Impact Analysis or summary of your findings to be included on the Request for Council Action (RCA). The completed toolkit should be attached as supporting documentation for council RCA's. Please forward a copy of the completed toolkit to the city's Equity and Inclusion Manager for review and storing.

Agenda Item Title:

Consideration of an ordinance imposing regulations on excavations within 10' of existing foundations.

Brief Description:

The residents of The Enclave @ McCarrons Lake have requested that the City enact regulations that place additional restrictions on excavation activities when occurring within close proximity of another existing structure. For the purpose of the request made by The Enclave, close proximity is considered ten feet or less. The proposed regulations would be to provide vertical and/or lateral support for foundations, either through underpinning, sheeting and bracing, or by other means as deemed necessary by a registered design professional, with the purpose and intent to prevent harm to existing foundations.

Meeting Date(s):

07/14/2025
09/08/2025

Prepared by:

Janice Gundlach

Reviewed by:

Antonio Montez

Which of the community aspirations does this request for council action most align with?

- ☐ Foster a strong sense of community through effective and inclusive communication, effective engagement, and collaborative decision-making.
- ☐ A community that is welcoming and inclusive of all people regardless of country of origin, race, ethnicity, gender, sexual preferences, age, physical ability, or socioeconomic standing.
- ☐ A city where all people feel safe and secure and where mutual trust and respect are fostered between the community and their police, fire, and all emergency responders.
- ☐ A community of thriving and diverse neighborhoods with quality housing and businesses that meet the needs of, and provide opportunities for, all people.
- ☐ A community that embraces diversity through multicultural public programming, public gathering spaces, and parks in ways that are suitable for all people regardless of age, ability, or access to information.
- ☐ A community that treasures and preserves natural areas and open space and prioritizes environmental conservation and sustainability.
- ☐ A community that is economically prosperous with a stable and broad tax base, vibrant small businesses, high quality employment opportunities, and a range of retail and entertainment options.
- ☐ A community with a safe, inclusive, and well-connected transportation and infrastructure system that supports the health and well-being of residents, visitors, customers, businesses, and employees regardless of ability, access, cultural background, or socioeconomic standing.

What are the desired outcomes and impacts in the community?

The desired outcome would be that building inspections staff have authority to request additional regulations during excavation activities when those excavation activities occur within 10' of another existing structure and/or building. That authority does not currently exist in the Residential Building Code absent an obvious threat.

The proposed regulations could impact most residential construction that falls under the Residential Building Code (as opposed to the International Building Code) given the City has a 5' side yard setback as the minimum in the LDR, LMDR and MDR zoning districts.

More direct impacts would be felt by two parties: 1) the party doing the excavation, and 2) the party within 10' of the excavation. The impacts are not entirely understood given every implementation could be different given specific characteristics of the project, the surrounding landscape, and legal property boundaries. Generally speaking, the party doing the excavation will incur additional cost and effort to implement the regulation and the party within 10' of the excavation may have a greater level of assurance that a close proximity excavation will not negatively impact them. If the regulations were refined beyond a distance of 10', impacts could lessen community-wide.

Who will benefit from or be burdened by this decision?

The most affected parties, the party doing the excavation and the party within 10' of the excavation, will both benefit and be burdened by these regulations as implementation of the regulations are dependent on the specific characteristics of the project, the surrounding landscape, and legal property boundary issues. Because of this, it is impossible to fully understand the benefit and burden of these regulations. In the interest of making a good faith effort to explore benefits and burdens, the following examples are provided:

Benefit: an owner of a structure/building within 10' of a new structure/building may benefit from additional construction measures that may prevent harm to their existing building/structure.

Burden: a party and/or property owner will be required to implement additional measures, with added cost and time, not otherwise required under the Residential Building Code when they opt to build at the minimum allowed side yard setback if the neighbor has already built a structure/building at the minimum side yard setback.

Benefit: the party implementing the new regulations has additional assurance that their excavation activities will not harm a neighboring structure/building.

Burden: the party with a structure/building within 10' of a new excavation may experience a greater level of excavation nearer to their property and/or structure/building by implementation of the ordinance. This party may also be burdened by having to provide legal consent to allow certain activities to occur on their property, or opt not to provide legal consent, which may prohibit the new excavation/project entirely.

What are potential unintended consequences and are there strategies to mitigate any negative consequences?

The most obvious unintended consequence would be that structures/buildings would be built 10'1" setback from another structure/building so as to prevent the close proximity regulation to be applied. However, one might not find this consequence a negative. If this were determined to be a negative, additional factors could be defined to limit the scope of ordinance, such as applying in situations where the close structure/building is a principal structure (as opposed to a deck or accessory building), the principal structure is of a certain age, and/or when proposed excavation activities go beyond the depth of a standard basement.

Another potential unintended consequence is that it's likely more expensive to hire a registered design professional than it is to implement underpinning, bracing and/or sheeting, and, in most cases, a registered design professional will conclude underpinning, bracing, and/or sheeting isn't necessary. This could be mitigated by allowing one to elect to underpin, brace or sheet without hiring a registered design professional. Or, forego the ordinance and rely on the existing Residential Building Code that allows building inspections staff to require a registered design professional if there is an obvious threat.

How have we incorporated and/or engaged community perspective into this recommendation?

Given this request came from a detached town home development in the community, that community's perspectives have formulated the proposed ordinance. Given the highly technical nature of this ordinance, it may be difficult to meaningfully engage with the broader community.

Beyond individual community members, there are other stakeholders that may be worth engaging given the proposed ordinance will add cost and time to many residential constructions that are not otherwise required under the Residential Building Code or in neighboring communities. These stakeholders include the Builders Association, residential home builders that have worked in Roseville, and registered design professionals. Staff would seek direction from Council on whether engagement efforts to these stakeholders should be initiated. If there is interest in refining the scope of the ordinance beyond excavations within 10', staff could benefit from the expertise of a registered design professional to ensure the ordinance is not misguided, unnecessary, or incomplete.

Equity Impact Analysis (Summary)

In 1-3 paragraphs, how would you summarize the consideration of equity on this recommendation? How does this help us achieve our Community Aspirations? This summary should be included under the Equity Impact Summary of the RCA.

The proposed ordinance is the product of a request from residents who reside in a 20-unit detached town home development that is under construction and results in homes having 10' setbacks. These residents have concerns their homes will not be adequately protected from excavation activities for the future homes in the development. The ordinance would impose close proximity building regulations to ensure vertical and/or lateral support for existing foundations is provided during excavation activities that occur within 10' of another structure/building, as the existing Residential Building Code does not require such protections when on-site threats are not obvious or apparent. The impact of the ordinance has the possibility to be widespread given the interior side yard setback requirement in the LDR, LMDR and MDR zoning districts is 5', however the actual impacts will be dependent on the conditions under which the ordinance would be applied, the specific characteristics of individual projects, the surrounding landscape, and legal property boundary considerations. Given the specificity of the ordinance, its purpose or impact cannot be directly connected to a Community Aspiration but could be loosely tied to the aspiration that speaks to a community with quality housing.

Resources

[Census 2020](#) – Publicly available data gathered every 10 years intended to be the leading source of quality data on people and economy.

[American Community Survey](#) – A survey by the U.S. Census Bureau updated annually.

[Google Scholar](#) – Publicly available scholarly literature which may contain relevant data.

Community Feedback – All ways in which the community provides feedback to the city can be used to aide in decision making.

Previous Completed Equity & Inclusion Toolkits

Excavations in Close Proximity Ordinance

Community Development



Excavations in Close Proximity

Background

- Residents of The Enclave HOA have requested an ordinance be adopted to protect existing foundations w/in close proximity of new excavations.
- Concerned about protecting the foundations of newly constructed homes from construction activities at remaining undeveloped lots.
- 10' setbacks between homes.
- Status of The Enclave build-out:
 - 20 total lots
 - 11 constructed (2 in foreclosure)
 - 1 under construction
 - 3 vacant – in foreclosure
 - 5 vacant – bank/investor owned



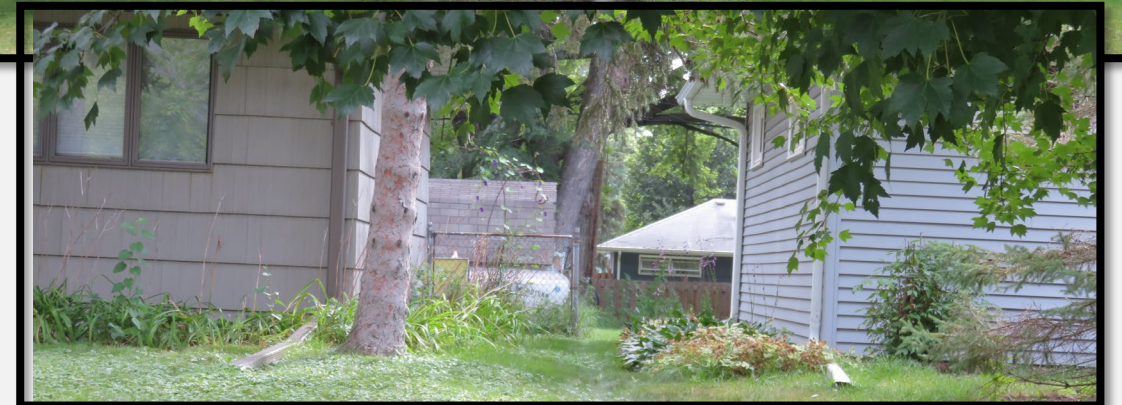
Excavations in Close Proximity

Background

- Proposed ordinance would require a registered design professional to decide if mitigations need to be made when an excavation occurs within close proximity of an existing foundation.
- Examples of mitigations include underpinning, sheeting and bracing.
- Residential Building Code only addresses if there are readily evident reasons (such as bad soils).
- City ordinance needs to provide enough clarity to be enforced city-wide.

Excavations in Close Proximity

Background



Excavations in Close Proximity

Status at State

- Cities cannot enact regulations more restrictive than the Building Code.
- State DOLI initially ruled the City could not adopt its own ordinance – but has since adjusted their position (see email exchange provided).
- State has presented a related provision for adoption into the next Residential Building Code.
- If State's language is adopted, City will have to rescind our ordinance.
- Updated residential building code slated for adoption in March 2026 – new regulations given 6-month grace period for implementation.

Proposed code language for 2026 Minnesota Residential Code

R401.5. Excavation near foundations. Where excavation will reduce support from any adjoining public or private property foundation, a registered design professional shall prepare an assessment of the structure as determined from examination of the structure, the review of available design documents and, if necessary, excavation of test pits. The registered design professional shall determine the requirements for underpinning and protection and prepare site-specific plans, details, and sequence of work for submission. Such support shall be provided by underpinning, sheeting and bracing, or by other means acceptable to the building official.

Excavations in Close Proximity

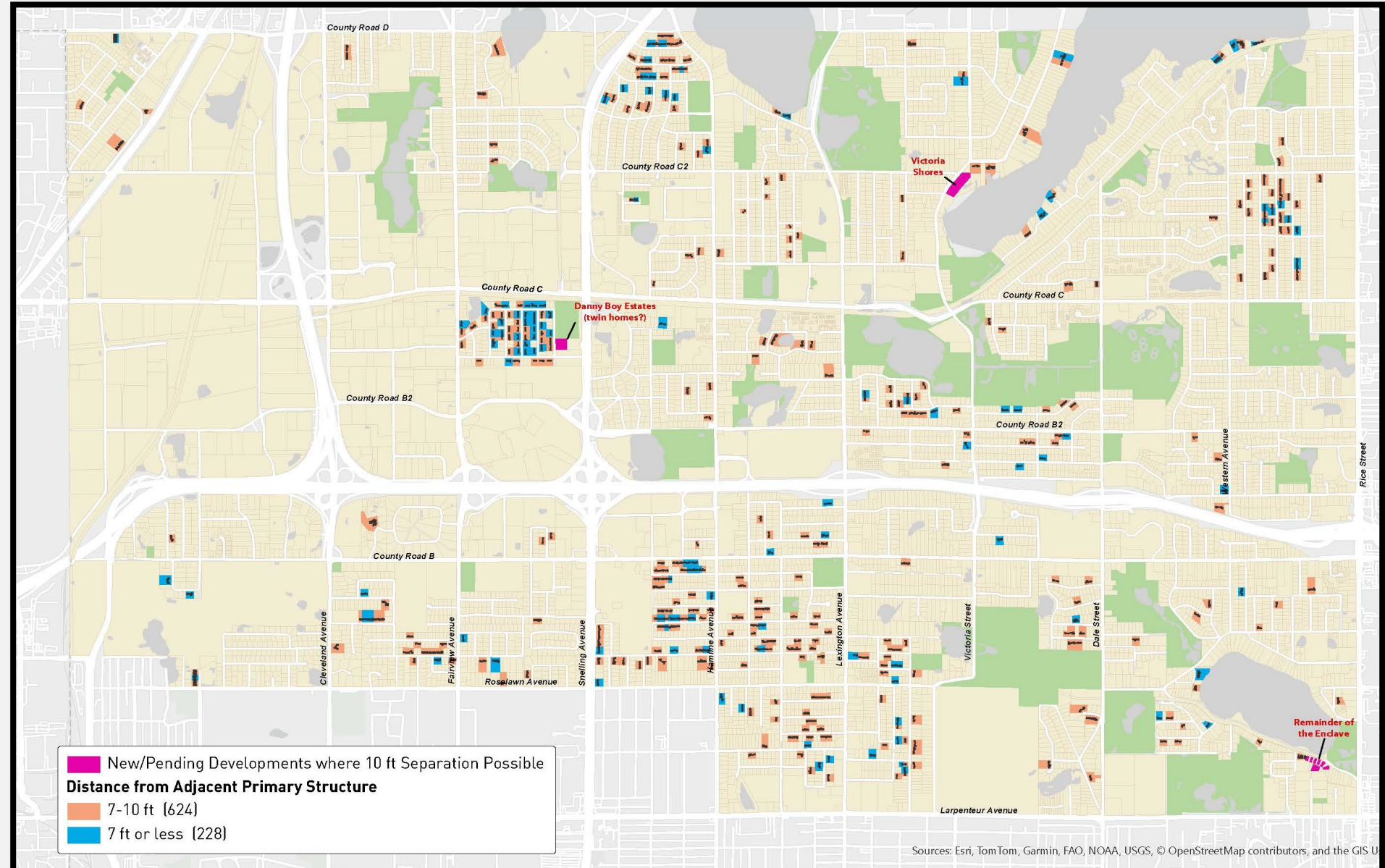
Ordinance Options

- City ordinance could be included in Title 9 of the City Code, Chapter 906, Building Maintenance and Preservation.
- Options for ordinance language provided in packet materials:
 - Language from IBC (commercial building code): 1804.1
 - Language from City of Minneapolis: 89.30(10)
 - State's proposed language: R401.5
- Desire to define close proximity?
 - Ordinance language options silent
 - The Enclave HOA has requested 10'
 - Staff supports clarity of close proximity for implementation purposes

Excavations in Close Proximity

Scope of Ordinance

Close proximity = 10',
impacts 200-600
properties



- Equity & Inclusion Toolkit was completed – required for any new ordinance.
- Toolkit examines benefit/burdens of ordinance, unintended consequences, strategies to mitigate negative consequences, and engagement efforts.
- Toolkit reveals following issues worth noting:
 - Could impact hundreds of properties given 5' minimum side yard setback standard in LDR, LMDR, and MDR zoning districts.
 - Having a Registered Design Professional make a determination on vertical or lateral support for foundations in close proximity adds cost to most residential projects.
 - Most determinations will reveal mitigations not warranted – staff is unaware of problems.

- Toolkit reveals following issues worth noting, continued:
 - The cost of a Registered Design Professional's determination may exceed the mitigation costs.
 - Efforts to implement mitigations may require excavation closer to existing foundations than would otherwise be needed.
 - What if mitigations cannot fully be implemented within legal property boundaries – require temporary construction easements?
 - Does adjacent property/foundation owner have a right to review and/or approve the opinion of the Registered Design Professional?
 - What if adjacent legal party disagrees with opinion of Registered Design Professional?

Excavations in Close Proximity

Scope of Ordinance

- Toolkit reveals following issues worth noting, continued:
 - If close proximity is 10', to avoid the ordinance builders will build at setbacks of 10' 1" – is this acceptable?
 - Should the ordinance apply to:
 - All excavations?
 - Only excavations for foundations?
 - Only excavations for new homes? What about additions to homes?
 - Is the close proximity foundation concern only for a home? What about an accessory structure or deck footing?
 - Is the age of the adjacent foundation of concern? Newer homes built to current code likely have less risk than older foundations.

Excavations in Close Proximity

Scope of Ordinance

- Given these unknowns, is the Council interested in limiting the scope beyond the example ordinances provided?
- If so, how?
 - Distance
 - Age of foundation w/in close proximity
 - Exempt certain foundations?
 - Input from Registered Design Professional?
 - Additional engagement? Who?

Excavations in Close Proximity

Next Steps & Staff Recommendation

- Options for next steps:
 - Bring ordinance forward for adoption.
 - Direction to limit scope of ordinance.
 - Engage with Registered Design Professionals to inform an ordinance with a limited scope.
 - Wait for State to adopt standard.
- Staff Recommendation
 - Provide direction to limit scope of ordinance further to:
 - Define close proximity – is it 10'?
 - Clarify the foundation types of concerns – all structures, principal structures only, age of foundations?
 - Seek input from a Registered Design Professional.
- City ordinance will have to be rescinded if/when State adopts standard (sometime in 2026).

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 9/8/2025

Item No.: 7.b.

Department Approval

City Manager Approval



Item Description: Discuss Beekeeping Regulations

Background

During Public Comment at the May 19, 2025 meeting, resident Alyssa Prideaux asked the City Council to consider adopting beekeeping regulations and shared her personal experience with aggressive bees. Information about her experience and request was sent to the City Manager prior to the meeting (Attachment 1).

Staff is bringing the discussion forward to provide an opportunity for the City Council to provide direction to staff on whether the City should adopt regulations regarding beekeeping. The City of Roseville does not have any regulations regarding beekeeping. The City Attorney has provided examples from other cities that have regulations governing beekeeping. (Attachment 2).

Policy Objectives

Responsive Services and Safety was identified as a key goal in the recently completed strategic plan. Addressing topics raised during public comment reflects our commitment to that goal and demonstrates follow-through on community engagement.

Equity Impact Summary

At this time, no equity analysis has been completed.

Budget Implications

Not applicable at this time.

Staff Recommendations

The City Council should discuss the information contained as part of the case and provide direction on any next steps regarding instituting beekeeping regulations in Roseville.

Requested Council Action

The City Council should discuss the information contained as part of the case and provide direction on any next steps regarding instituting beekeeping regulations in Roseville.

Prepared by: Patrick Trudgeon, City Manager

Attachments:

1. Email requesting beekeeping regulations
2. Bee Keeping Regulations in other cities
3. Bench Handout 1
4. Bench Handout 2
5. Bench Handout 3



Outlook

BeeKeeping Rules

From Prideaux, Alyssa

Date Mon 5/12/2025 11:55 AM

To Pat Trudgeon <pat.trudgeon@cityofroseville.com>

You don't often get email from [REDACTED] [Learn why this is important](#)

Caution: This email originated outside our organization; please use caution.

Hello Pat –

I am not sure if you are the person we should be contacting for this issue, so please pass along this email if necessary.

I would like to request that Roseville council take a look at this ordinance policy and adopt the St.Paul City BeeKeeping Rules.

[Beekeeping Rules | Saint Paul Minnesota](#)

Currently there are no rules or regulations for Beekeeping in the city of Roseville, and it has become quite the nuisance.

My neighbor has a new Beehive and does not know how to properly take care of these Bees. He does not have a Queen Bee so his bees are aggressive and chaotic and attacking my family. We were all chased inside this weekend by multiple bee stings. My toddlers are terrified to be outside and getting stung in their own yard. If my kids get stung and end up with an Anaphylactic response and end up in the hospital, then there will be a lawsuit filed and a bigger issue at hand.

Per the St. Paul Guidelines: he does not have proper education to take care of these Bees, he does not have a fenced in yard, he does not have them placed in the front yard, signage is suppose to be clearly visible warning there is a beehive on the property if someone has an allergy they can avoid, families sharing a property line should give consent for the hives. All of these violate my rights as a St.Paul Home owner.

Thank you for your consideration.

Alyssa Prideaux

Bee Keeping Regulations in other Minnesota Cities

CITY OF CHANHASSEN

Sec 5-122 Permit Required

1. No person shall maintain or keep honey bees without a permit issued by the city.
2. Application for the permit required by this article shall be made to the city upon a form furnished by the city. A nonrefundable fee in the amount established pursuant to the ordinance adopting fees shall be paid to the city when the application is filed.
3. In order to be issued a permit the applicant must:
 1. Provide proof of having successfully completed 16 hours of training in beekeeping through the University of Minnesota, or similarly reputable organization.
 2. Have a lot of one-third acre or larger.
 3. Submit a notarized statement to city stating that they have informed all adjoining neighbors that they intend to keep honey bees.
 4. Not have had a prior beekeeping permit revoked by the City of Chanhassen.
 5. Meet the colony density and setback requirements listed in section 5-123.

Sec 5-123 Colony Density And Setbacks

1. No person is permitted to keep more than the following numbers of colonies on any lot within the city, based upon the size of the apiary lot:
 1. Lots one-third acre or larger but smaller than one acre: Two colonies.
 2. Lots one acre or larger but smaller than 2½ acres: Four colonies.
 3. Lots 2½ acres or larger but smaller than ten acres: Eight colonies.
 4. Lots larger than ten acres: No limit.
2. Colonies must be located in the rear yard and must be setback from the property lines a minimum of 25 feet.
 1. On lots with multiple street frontages, colonies may not be located in any yard with street frontage.
 2. On lots directly adjacent to undeveloped property colonies may be setback a minimum of ten feet from lot lines dividing the property from the

Bee Keeping Regulations in other Minnesota Cities

undeveloped property. The colonies must still be setback a minimum of 25 feet from any lot line dividing the property from any parcel that is not undeveloped property. If the undeveloped property is later improved so as to no longer meet the definition of undeveloped property, the colonies' location shall not be considered vested and it must be removed or relocated to comply with the 25-foot minimum setback.

Bee Keeping Regulations in other Minnesota Cities

CITY OF COON RAPIDS

6-805 - Permit.

(1) No person shall anywhere in the City keep, harbor, or maintain care, custody, or control over any apiary without obtaining a permit issued by City.

(2) No permit shall be issued to a rental property unless the property owner provides written consent to the application. For properties located within a managed community with a home ownership association, the association management must provide written consent to the application.

(3) Application for Permit. Any person desiring a permit under this chapter shall make written application to the Community Development Director on a form prescribed by the City:

(a) Among other things, the application shall contain the following information:

(i) A description of the real property upon which it is desired to keep apiary.

(ii) The number of hives to be maintained on the premises.

(iii) A site plan of the property showing the location and size of the proposed apiary, setbacks from the apiary to property lines and surrounding buildings (including houses and buildings on adjacent lots), and the location, style, and height of flyway barrier proposed, if required.

(iv) Statements that the applicant will at all times keep the apiary in accordance with all of the conditions prescribed by the City, or modification thereof, and that failure to obey such conditions will constitute a violation of the provisions of this article and grounds for cancellation of the permit.

(v) Proof of the applicant having completed coursework on beekeeping.

(vi) Agreement that property may be inspected by City at all reasonable times.

(vii) Such other and further information as may be required by the officer.

(b) Approval of application is subject to conditions prescribed by City. Failure to adhere to conditions is cause for cancellation of the permit and/or may result in an administrative fine.

(4) If granted, the permit shall be issued by the Community Development Director and shall state the conditions, if any, imposed upon the permitted for the keeping of honey bees under this permit. The permit shall specify the restrictions, limitations, conditions and

Bee Keeping Regulations in other Minnesota Cities

prohibitions which the City deems reasonably necessary to protect any person or neighboring use from unsanitary conditions, unreasonable noise or odors, or annoyance, or to protect the public health and safety.

(5) All beekeeping permits will remain in effect until voluntarily cancelled, or revoked and are subject to revocation should the Chapter be repealed in its entirety or modified in such a way. Permits are non-transferrable.

(6) The fees for the registration will be determined by the City Council in the city's fee schedule.

(7) Any person aggrieved by the decision of the Community Development Director may appeal that decision to the City Council by filing a request for appeal with the City Manager within ten calendar days after the Community Development Director's decision. The City Manager shall cause the appeal to be placed on the agenda of the next regular City Council meeting that is held not less than ten calendar days following receipt of the appeal request. The City Council may affirm or reject the decision of the Community Development Director. The Council may add reasonable conditions to any decision granting a license or permit or may delete any conditions previously imposed by the Community Development Director.

(8) Beekeepers operating in the City prior to the effective date of the Section will have until July 1, 2024 to apply for registration.

Bee Keeping Regulations in other Minnesota Cities

CITY OF RICHFIELD

906.13. - Registration required.

Subdivision 1. The application for registration must be upon a form provided by the City. All required information must be complete.

Subd. 2. Each apiary site must apply for registration and receive approval prior to bringing any honeybees into the City.

Subd. 3. If the beekeeper relocates a hive or colony to a new apiary site, the beekeeper shall apply for an updated registration, prior to the relocation, on the form provided by the City.

Subd. 4. The beekeeping registration shall be valid until March 31 of each calendar year following initial issuance and must be renewed by the registrant prior to expiration each year by submitting a renewal form to the City on the form it provides.

Subd. 5. Upon receipt of an application for an initial or renewal registration, the City will send notice to all property owners within 100 feet of the property line of the parcel upon which the apiary site(s) is located. Any property owner who objects to the registration must submit objections in writing to the City Manager within ten (10) days of the date of the notice. If the City Manager receives any written objections relating to an application, the City Manager will act on the application. If a written objection relating to an initial registration application includes evidence that a property owner, or a person residing at the property, within the 100-foot notice area, has a verifiable, documented medical allergy to bees, the City Manager shall deny the application. Such basis for denial shall not apply to objections submitted related to a renewal application.

Subd. 6. Beekeeping training and education is required for the beekeeper prior to the issuance of the initial beekeeping permit by the City. At the time of application for registration, the beekeeper must submit a certificate of completion of a honeybee keeping course from an accredited Minnesota institution.

Subd. 7. The fees for the registration will be determined by the City Council in the City's fee schedule (Appendix D).

Subd. 8. The property must be in compliance with all other applicable City regulations in order to receive approval and renewal.

Subd. 9. If the required conditions outlined in section 906.11 are not maintained subsequent to issuance of a beekeeping permit, the permit may be revoked by the City Manager.

Bee Keeping Regulations in other Minnesota Cities

Subd. 10. Beekeepers operating in the City prior to the effective date of this Section will have until March 1, 2016 to apply for registration.

Subd. 11. The registration requirement under this subsection does not apply to The Woodlake Nature Center.

906.15. - Inspection.

Subdivision 1. Upon initial registration, annual renewal or any updated registration, each beekeeper must allow for an inspection of the site.

Subd. 2. Upon prior notice to the owner of the apiary site, City staff shall have the right to inspect any apiary.

Subd. 3. In the case of a complaint regarding the apiary, the apiary site may be inspected upon reasonable notice to the property owner and/or registered beekeeper.

906.17. - Appeal and hearing procedure.

Subdivision 1. Notice of denial, revocation or non-renewal must be made in writing to the registrant specifying the reason(s) for the action. The registrant may request, in writing, a hearing within 14 days of the date of the notification letter.

Subd 2. A hearing officer shall hold hearings on contested denials, revocations, and non-renewals. The hearing officer shall be a person appointed by the City. At the hearing, the applicant may speak on his or her behalf and may present witnesses and other evidence he or she deems necessary. Upon the conclusion of the hearing, the hearing officer shall issue a written decision that includes findings of fact. The City shall provide the registrant with a copy of the hearing officer's decision. The registrant may appeal the hearing officer's decision to the Minnesota Court of Appeals by writ of certiorari.

Bee Keeping Regulations in other Minnesota Cities

CITY OF COTTAGE GROVE

D. Permit Required.

1. No beekeeping may occur on any property in the City without a permit issued by the City.

2. A permit application must be completed by the beekeeper on forms provided by the City with signed consent from the property owner, if different than the beekeeper.

3. The property must be zoned Agricultural (AG-1, AG-2), or single-family residential (R-1, R-2, R-3, or R-4).

4. The permit will be valid for a period of two years.

5. Permits are non-transferable from person to person or from property to property and do not run with the land.

6. All standards of practice and colony density standards shall be met in order for a permit to be issued.

7. A permit shall be administratively issued by the City Clerk if all of the conditions are met.

8. If any provisions of this Chapter are violated, the permit may be revoked by the City.

9. Beekeeping training is recommended for the beekeeper prior to issuance of an initial beekeeping permit by the City. Suggested beekeeping courses are offered by the University of Minnesota and Century College.

E. City Inspections. The City shall conduct an inspection to confirm all of the requirements of this Chapter are met prior to issuance of an initial permit and shall submit an inspection report to the City Clerk with a recommendation. The City is authorized to reinspect any property with a valid permit for purposes of determining compliance with this Chapter.

 **The City of Saint Paul is responding to a digital security incident. Emergency services remain fully operational.**

BEEKEEPING RULES

DEPARTMENTS / SAFETY AND INSPECTIONS / ANIMAL LICENSES AND PERMITS

Additional Petition Requirement

If the location of the hive is on a multi-family lot, all families sharing the property must give consent for the hives in addition to the standard 75% already required for the petition.

Education

The permit applicant must show proof of having taken a beekeeping class not more than two years prior to initial application and must utilize beekeeping best practices to ensure that the bees do not become a public nuisance. Class list can be found at: <http://www.mnbeekeepers.com/classes>.

Number of Colonies

There must be no more than two colonies of bees for every 2,000 square feet of property area, with no more than four (4) colonies on any one property.

Water Source

A water source on the property shall be provided for the bees.

Location of Colonies

The beehive(s) must not be located in the front of a property. They may be no closer than twenty-five (25) feet to an occupied building on another lot. The hives shall be located at least 10 feet from a property line.

Fencing

Yards housing bees must be fenced. A permit is required to install a fence. Information on fencing permits can be obtained through the Department of Safety and Inspections, (651) 266-8989. If the fence is not a privacy fence at least 6 feet in height, the applicant may also be required to install a flyway barrier.

Fencing Exemption

Yards that do not border a public right-of-way (alley, sidewalk, or street) may request an exemption from the fencing requirement. Applicants for a fencing exemption must provide a separate petition showing that 100% of property owners on abutting lots give consent for the fencing exemption.

Flyway Barriers

Flyway barriers must be used to ensure the bees assume a vertical flight pattern in and out of the hive.

- Flyway barriers must be installed if the colony is less than 25 feet from the property line. The flyway barrier must extend 10 feet in either direction from the hive along the property line.
- Barriers may be made of a wall, fence, or dense vegetation. A combination of these things is permissible.
- Barriers must be a minimum of 6 feet in height.

Fencing



A permit is required to install a fence. Information on fencing permits can be obtained through the Department of Safety and Inspections, (651) 266-8989.

Signage

The permit applicant must post a clearly visible warning sign, readable a minimum of five feet from the hive, that a beehive is present on the property.

Hive Maintenance

Hives must be kept painted. Unused equipment must be secured to protect from weather, theft, or occupancy by swarms.

Roof Top Hives

Bee hives intended for roof tops shall be located only on flat roofs. Consider the following for roof top hives:

Proposed Layout

The layout of the roof should show the location of the hives, stair access, and guard rails.

- Access to hives must be provided by a permanent stair system, meeting applicable building code standards. Ladders or other similar devices may not be used in place of stairs.
- A guard is required if the hive is within 10' of the roof edge.
- A layout for a walkway to the hive, depending on the type of roof surface.
- A strapping system to ensure the lid to the hive is kept secure.

Signage

The permit applicant shall post a clearly visible warning sign on the rooftop access door to warn persons accessing the roof that a beehive is present on the rooftop. The rooftop must have secure and limited access. This requirement is in lieu of the above-described signage requirement for ground level hives.

Historic Preservation Commission

Approval is required if the property is located within a historic district or designated site.

Engineering

Engineering may be required to ensure the roof is capable of holding a load for 200-500 pounds. Consideration should be made to address the stability of the roof due to additional weight, any affect to drainage, affects to the roofing material, etc. These items will not be addressed in the City's review of the installation but should be addressed by the property owner prior to installation.

Public Nuisance

Care must be taken so as not to cause a public nuisance in your neighborhood.

Inspection

The Saint Paul Department of Safety and Inspections (DSI) is authorized to conduct such inspections as it deems necessary to ensure compliance with all provisions of Chapter 198, and shall have right of entry at any reasonable hour to the beehive for this purpose.

Additional Requirements

Site-specific requirements may be implemented for community gardens, educational institutions, commercial properties, and other sites, as necessary.





Last Edited: June 27, 2024



Mayor Roe,

Thank you for inviting input ahead of Monday’s discussion on beekeeping (Agenda Item 7b). My name is **Dietrich Anderson**, a Roseville resident, longtime beekeeper, and community educator. I plan to attend the meeting on **Monday, September 8 at 6:00pm** to share information and answer any questions for council and community members.

I fully support **sensible, education-based regulations** that encourage responsible beekeeping and address neighbor concerns. Thoughtful rules help everyone: they set clear expectations for beekeepers, reduce misunderstandings, and protect public confidence, without unintentionally discouraging safe, beneficial beekeeping.

Why beekeeping matters locally

- **Pollination & environment:** Managed honey bees support gardens, trees, and urban biodiversity—benefits that align with Roseville’s environmental goals.
- **Public safety:** Responsibly managed colonies are typically docile and focused on foraging. Many “bee” stings reported in neighborhoods are actually from **wasps/hornets**, not honey bees.
- **Education & community:** Beekeeping offers hands-on learning opportunities for youth, schools, and civic groups, and supports small local businesses through honey and hive products.

Sensible regulation: what works well

I encourage a model that focuses on **best practices** rather than barriers:

- Adequate **water source**, routine hive management, and **good placement** (respecting lot lines and neighboring uses).
- **Flyway barriers** or thoughtful siting to elevate flight paths over property lines.
- Basic **registration/notification** and clear expectations for good husbandry.
- A fair, **education-first** approach to complaints before punitive measures.

Nearby cities (including Saint Paul and Minneapolis) demonstrate that **balanced** ordinances can protect neighbors *and* support responsible beekeeping. To my knowledge, Saint Paul’s rules emphasize education, registration, site standards, and water/flyway requirements—not things like mandatory front-yard placement or warning signage. I’m happy to provide a side-by-side summary for council staff if helpful.

Clarifying a few misconceptions raised in the resident email

- **“No queen = aggressive bees.”** A queenless colony can become unsettled and is less stable, but aggression toward people is **not** a predictable outcome; effective management addresses queen status promptly.
- **“Multiple bee stings chasing people.”** Peak late-summer “stinging insect” incidents are frequently **wasps** (ground or paper wasps) defending nests near human activity. Managed honey bees are focused on nectar/pollen and generally ignore people away from the hive entrance.
- **“Signs/fences/front-yard placement/neighbor consent (as claimed).”** My understanding is that Saint Paul’s ordinance centers on registration, flyway/water, and placement guidelines; it does **not** require front-yard placement or warning-sign mandates. I can provide exact language excerpts for the record.

How I can help

- Share a **one-page fact sheet** on beekeeping benefits and safety (attached if you’d like).
- Provide **University of Minnesota Bee Lab** educational references and practical checklists for best practices.
- Assist staff with **model ordinance language** that supports safe, responsible beekeeping while addressing neighbor concerns.
- Offer to **host or co-host a short community education session** to reduce fear and misinformation.

Thank you for your time and service, and for seeking community input on this topic. I appreciate your balanced approach and stand ready to help.

With respect,

Dietrich Anderson

Roseville Resident & Beekeeper



■ Beekeeping in Roseville: Facts & Benefits

■ Environmental & Community Benefits

- Pollination: Honey bees support local gardens, parks, and trees, boosting biodiversity.
- Food Security: 1 in 3 bites of food depends on pollinators.
- Education: Beekeeping provides opportunities for schools, youth, and community learning.
- Local Economy: Honey sales at farmers markets and fairs support small businesses.

■ Safety & Public Health

- Honey Bees vs. Wasps: Most 'bee stings' are actually from wasps, hornets, or yellow jackets—not honey bees.
- Behavior: Honey bees are naturally docile when responsibly managed.
- Research: Studies (e.g., University of Minnesota Bee Lab) show urban beekeeping does not pose increased risks to public health or safety.

■ Smart Regulation Works

- Responsible Practices: Good rules include hive placement, water sources, and proper management.
- Model Ordinances: Cities like Minneapolis, St. Paul, and others in Minnesota have ordinances that balance safety with support for beekeeping.
- Avoid Over-Restriction: Excessive barriers discourage responsible beekeepers and reduce pollination benefits.

■ Roseville Context

- First Complaint: This is the first time a concern has been raised in the city.
- Opportunity: Roseville can adopt reasonable, education-based regulations that encourage safe, sustainable beekeeping while addressing neighbor concerns.

■ Recommendation

- Promote responsible hive management.
- Provide guidance without discouraging participation.
- Recognize the environmental, educational, and community value of beekeeping.

****Contact:****

Dietrich Anderson – Roseville Resident & Beekeeper

■ [REDACTED] ■ [REDACTED]

■ Beekeeping Ordinance Comparison

Topic	Saint Paul Ordinance	Minneapolis Ordinance	Proposed Principles for Roseville
Registration	Annual permit, small fee	Registration required with city	Low-cost or optional registration to track hives & support accountability
Placement & Setbacks	Rear yard, 10 ft from property line	Rear yard, 10 ft from property line, 25 ft from dwellings	Encourage rear/side placement, reasonable setbacks suited to lot size
Flyway Barriers	Required if hive within 10 ft of property line	6 ft flyway barrier required near lot lines	Encourage hedges/barriers if hives close to neighbors
Water Source	Beekeeper must provide continuous water source	Water source required to prevent bees seeking neighbors' pools	Require adequate water source on property
Neighbor Consent	Not required	Not required	Not required. Instead, emphasize education, outreach, and open communication with neighbors to build understanding and reduce concerns
Signage	Not required	Not required	Not required (education preferred over warning signs)
Enforcement	Animal Control investigates complaints	City inspections address complaints	Education-first approach; support compliance before penalties

Note: This comparison is simplified for discussion. Official city ordinances should be reviewed for exact language.

To whom this may concern,

Regarding: Alissa Prideaux's email/letter to the City of Roseville regarding bees and regulations.

As a Roseville beekeeper of 12+ years I can tell you it was a great experience I shared with my daughter from 5 years old on. (She's now 24.) I was so impressed with what she learned and shared about bees at the Parkview Science Fair over the years. Did we get stung? Yes occasionally, but usually only during honey harvest.

Alissa Prideaux's email is riddled with incorrect information and hyperbola.

1) "He does not have a Queen Bee so his bees are aggressive and chaotic and attacking my family." How does she know? Has she inspected the hive? Without a queen bee (in warm weather) the hive will be dead in 3-5 weeks. Which is how long a worker bee lives. She won't have much to worry about much longer.

2) "If my kids get stung and end up with an Anaphylactic response and end up in the hospital, then there will be a lawsuit filed and a bigger issue at hand." There is a lot of if's and unknowns in that statement. Let alone bees are ubiquitous to the natural world and landscape. They are essential for pollination and life on earth as we know it. Nonetheless if aggressive bees are a problem they should be dealt with like any aggressive animal e.g. dogs. This is why I chose not to raise Russian black bees, due to their aggressive nature. Most domestic bees are very docile, but there can be a "hot hive" that needs to be dealt with. Unfortunately, Alissa sounds scared of bees, and it passing it on to her children.

3) "...he does not have them placed in the front yard," That would be insane to put bees in the front yard. They should be kept in a quiet, dappled sunlight shaded area, with access to water. St Paul seems to have some really good regulations like flyway barriers that force bees to fly vertically in and out of the hive when on "small" St Paul lots. Roseville has fairly large lots compared to St. Paul.

4) "All of these violate my rights as a St.Paul Home owner." If she's a "St Paul homeowner", why is she writing Roseville City elected and appointed officials?

It is possible some regulations may be necessary for beekeeping if beekeepers aren't using common sense. But Mrs Prideaux's email is not helpful or constructive. Please proceed with caution when making regulations on Roseville's large suburban lots.

Sincerely,

Mike Perniel



Roseville, MN 55113

From: noreply@civicplus.com
To: [*RVCouncil](#); [Rebecca Olson](#); [Pat Trudgeon](#)
Subject: Online Form Submittal: Contact City Council
Date: Monday, September 8, 2025 1:33:54 PM

Caution: This email originated outside our organization; please use caution.

Contact City Council

Please complete this online form and submit.

Subject	Response to Beekeeping Ordinance Request – Request for Thoughtful Review
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Contact Information

Name:	Dan Johnson-Powers
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Address:	
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City:	Roseville
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State:	MN
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Zip:	55113
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This form goes to the Mayor, all Councilmembers and certain City Staff. Due to the volume of emails submitted, a personal reply is not always possible.

How would you prefer to be contacted? Remember to fill in the corresponding contact information.	No Reply Necessary
---	--------------------

Email Address:	
----------------	--

Phone Number:	
---------------	--

Please Share Your Comment, Question or Concern

Dear Council Members,

I want to thank you for your attentiveness to resident concerns—even when they come from a single, thoughtful voice. Responsiveness is one of the strengths of Roseville's civic process. At the same time, I'd encourage a measured approach before advancing an ordinance based on one letter. As you know, Roseville has long been recognized for its environmental leadership—designated as a Step 5 City in Minnesota's

GreenStep program and a "Pollinator Friendly Community" under the Pollinators resolution. The Council has also actively promoted habitat conservation through initiatives like No Mow May, pollinator garden grants, and wildlife-friendly landscapes (growroseville.com, https://www.cityofroseville.com/3019/Pollinators?utm_source=chatgpt.com)

These reflect our shared values of sustainability and community stewardship—values that align naturally with the spirit of protecting pollinators while also prioritizing thoughtful, community-informed decision-making.

Instead of responding immediately with regulation, you may find that several supplemental options offer a balanced and evidence-based path forward:

1. Investigate the resident's specific concern—determine whether it reflects a broader issue or a unique situation that might be addressed more narrowly.
2. Gauge resident sentiment—through community surveys or outreach, to understand whether this is a widespread concern.
3. Request EMS or Fire Department data—looking at the volume of bee-sting calls and where they occurred (e.g., public parks versus private backyards).
4. Examine incident relevance—if stings are happening near known hive sites, that may warrant attention; if not, it may point to unrelated factors.
5. Bring in expert advice—connect with the University of Minnesota Bee Lab's Bee Squad for science-informed guidance.

You might also consider intermediate alternatives such as voluntary hive registration, community education around safe beekeeping, or targeted guidance for potential hotspots. These options allow you to honor residents' increasing interest in pollinators, support related sustainability goals, and ensure that any regulatory steps taken are proportional to an evidenced community need.

Thank you for your thoughtful leadership—and for stewarding Roseville's values in an inclusive and informed way.

Best regards,

Dan Johnson-Powers

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government offices, including information submitted through electronic forms such as this one, may be public data subject to the Minnesota Data Practices Act and/or may be disclosed to third parties. Due to Minnesota Open Meetings Law, Councilmembers are not allowed to use the "reply-all" function if it includes other Councilmembers for their response back to the emailer. Any response back to the sender will be just to that individual and will not include other Councilmembers.

Email not displaying correctly? [View it in your browser.](#)

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 9/8/2025

Item No.: 7.c.

Department Approval



City Manager Approval



Item Description: Consider Closure of Roseville Leaf Recycling Center

Background

Public Works staff is recommending the leaf recycling center (leaf site) be closed as a City service. The proposed closure is recommended for multiple reasons, including the duplicative service offered by Ramsey County, issues with the current site, budget impacts, City staff time and overall service issues at the site that have changed over the years.

The leaf site has been in operation since around 1971. The site is approximately 2.5 acres located at 2580 Dale Street, just south of County Road C. Originally, the site was just for maintenance use and the gate was not open to the public. When the leaf pickup program began in the 1980s, the site's gate was opened to the public, but it was staffed regularly to check identification for Roseville residents only. Historically, this was done by police reserves and then by a retired maintenance staff member. It has been over 10 years since IDs have been regularly checked at the site.

Current Operation:

The leaf site is open to Roseville residents only to drop off leaves only. No other material is accepted. The site is open for walk up service year-round by going through a walk-in gate. For approximately one month each spring and fall, the vehicle gates are open to enable residents to drive in to unload leaves within the site.

The leaves are distributed in piles to break down into compost. The City turns the piles over approximately once a month to facilitate the leaves turning into compost. Each fall, the compost pile is moved on the site to make room for new leaves.

Compost bins are located just outside of the gate for residents to get free compost. On Fridays during the spring/summer, residents can request compost be delivered to their property for a fee of \$50.00 per load. The City also delivers compost to the community garden sites. Compost is also used for some City projects.

If compost is left over, it is sold to vendors at the end of the summer .

The average cost to operate the site is currently \$126,000, which includes equipment time, equipment maintenance costs, staff time and fuel. Direct out-of-pocket costs are, on average, \$10,000 per year.

36
37 **Reasons to Close:**

38 **1. Duplicate Service**

39 The main reason staff is proposing the closure of the leaf site is that this is a duplicate
40 service that Ramsey County also provides. Ramsey County provides this service to all
41 Ramsey County residents. Roseville is the only city in Ramsey County that provides a
42 city site for leaves. Roseville residents are helping fund duplicate programs. The
43 Ramsey County yard waste sites collect leaf material as well as grass clippings, tree
44 vegetation, garden waste and pumpkins. They also have compost available for residents
45 to pick up. A full list of materials collected are listed on the website below:

46
47 <https://www.ramseycounty.us/residents/recycling-waste/collection-sites/yard-waste>

48
49 If the Roseville site is closed, Roseville residents still have access to the county sites for
50 leaves and compost and the additional services the county sites offer.

51
52 **2. Issues with the Current Site**

53
54 The existing site and operation of the site has many issues:

55
56 Site location - The site is undersized for the number of leaves currently collected. The
57 site is approximately 110,000 SF or 2.5 acres. It is mainly constructed on fill without an
58 adequate base or drainage, so vehicles using the site in the fall or spring can have
59 issues getting stuck when the site is wet.

60
61 Access – The site is not properly designed for public vehicle queueing, access, nor
62 circulation. This creates many dangerous vehicle maneuvers within or next to Dale
63 Street, which is a county road. For example, when the site is busy vehicles must queue
64 on the shoulder of Dale Street. Additionally, when residents are loading wood chips or
65 compost when the gates are closed, many residents back in from Dale Street.

66
67 Illegal dumping – Since the site is not staffed and there are no cameras installed, a lot of
68 illegal dumping occurs. This includes large items like couches and televisions as well as
69 garbage bags. Although the site is clearly signed as a leaf site, many residents treat this
70 like a county facility and drop off grass clippings and wood debris.

71
72 Illegal dumping could be addressed with additional security cameras and/or by providing
73 on-site staff, similar to Ramsey County, but this would increase the cost of maintenance
74 at the site.

75
76 Non-Roseville residents – The site is only supposed to be for Roseville residents but,
77 since it is not staffed, we know many users are not Roseville residents. Staff receive
78 numerous calls and inquiries from non-Roseville residents about the use of the site. This
79 particularly happens on Tuesdays and Thursdays when the Ramsey County sites are
80 closed.

81
82 This could be addressed by providing on-site staff, similar to Ramsey County, but this
83 would increase the cost of maintenance at the site.
84

Contractor use and large mechanical dumping trailers – Ramsey County yard waste sites prohibit commercial dumping. Additionally, since 2023, they have prohibited mechanical or hydraulic dumping trailers. Since the Roseville site is un-staffed, commercial users and large dump trailers use the Roseville site causing it to fill up faster and creating additional problems related to queueing and access to the site.

This could be addressed by providing on-site staff, similar to Ramsey County, but this would increase the cost of maintenance at the site.

Complaints of odor and noise – Although the site has been at the same location for over 40 years, complaints of odor and noise has increased yearly as new residents have moved in, particularly the senior facility at the corner of Dale Street and County Road C. City staff typically only performs operations during business hours from 7 AM – 3:30 PM on weekdays. There is a fair amount of noise generated from equipment during compost turning or stacking, especially with back up alarms. When the gates are open in the spring and fall, City staff does perform work on the weekends to push up the piles to make additional room.

If the site is closed, odor would be greatly reduced due to the elimination of compost. Overall noise at the site will be less as there will be less operations happening at the site daily. There will likely still be some noise created if the site is used for tree debris, but it would be for shorter time periods.

3. Budget Savings

Reduced cost in CIP – The current compost turner is an attachment to a front loader. It is unit #168, a 1997 Wild Cat LS177A Compost Turner. It was purchased as a used piece of equipment by the City in 2006. It has been scheduled for replacement since 2016 but has been delayed continuously due to the cost of replacement and because similarly-sized compost turners are no longer available. Most new units are pull behind units which would not work well on small sites like Roseville's due to the higher turning radius. The existing compost turner needs significant maintenance, including the replacement of the entire sheet metal skin. The estimated cost of a new compost turner is \$375,000 which would come out of the storm sewer fund. It is currently listed in the 2028 Capital Improvement Plan (CIP) for full replacement. If the site was closed, this item would be removed from the CIP.

Equipment & fuel cost – On average, 720 hours of equipment usage (\$58,000) is needed annually to operate the site. The main equipment used is a front-end loader and the compost turner. On average, \$8,700 of fuel is used annually to maintain the compost site. This cost would be saved if the leaf site was closed.

Staff time – On average, staff spends around 720 hours (\$59,000) at the site, equal to 18-weeks of a full-time staff person. Most of the work is spent on pushing up the piles in the spring and fall and doing compost turning every month. If the leaf site was closed, staff would use the freed-up time to perform additional storm sewer maintenance such as inlet/outlet maintenance and repairs, and potentially reduce costs related to maintenance performed by contractors. Approximately 30 hours of

overtime would be saved as there would no longer be a need for staff to come in on the weekends during the spring and fall when the vehicle gates are open.

Future savings on tree disposal cost – Beginning in 2024, Ramsey County no longer allow cities to dispose of wood debris at their yard waste sites. The main reason for this is the cost for disposing the debris has gone up. City Public Works staff and Parks staff now only have two options to dispose of the debris: chip on site or haul to a site and pay a tipping fee. Chipping works for some small projects but it takes more time. For larger projects or for debris that is too large to be chipped, it must be disposed of at a commercial site for a fee. Preliminary talks with the City’s tree vendor indicate we could see a saving of 20% by having our own site to store material. If the leaf site was closed, one of the proposed uses for the property would be for City wood debris management. The site would be a place to store wood debris. It could then be chipped when time was available, or the City could rent a larger tub grinder every few years for the larger debris. This would result in significant time savings long term due to less tipping fees and costs related to hauling debris to facilities outside of Roseville.

Reduction in costs from elimination of CIP items and out-of-pocket costs related to the leaf site should provide overall cost savings to the storm water budget which may lead to a reduction of storm water rates or at least lessen future rate increases.

Reasons to Keep Open:

For 76% of Roseville residential properties, the Roseville site is closer than a Ramsey County site, 13% are closer to Ramsey County’s Arden Hills site, and the remaining 11% are closer to Ramsey County’s Midway site (Attachment 2). On average, residential properties in Roseville are now 1.33 miles from their nearest site, county or City-owned. If the Roseville site was closed, the closest Ramsey County site would, on average, be 2.79 miles away (Arden Hills, Midway, and Frank & Sims sites).

SUMMARY WITH ROSEVILLE SITE:			
Closest Site	SFR Parcel Count	Average Distance (Miles)	
Roseville	6604	1.16	
Arden Hills	1091	1.55	
Midway	905	2.30	
Overall		1.33	

SUMMARY WITHOUT ROSEVILLE:			
Closest Site	SFR Parcel Count	Average Distance (Miles)	
Arden Hills	4969	2.71	
Midway	3154	2.77	
Frank & Sims	477	3.79	

Roseville residents can get compost delivered by the City for a fee. If the leaf site is closed, the City will no longer offer this service. On average, the City makes 65 deliveries per year

to residents and the community gardens (a revenue averaging \$3,250/year). The cost to provide this service averages \$5,000/year which includes staff time, equipment costs and software for scheduling. Ramsey County does not provide this delivery service, but compost is available to pick up at their sites for free for Ramsey County Residents.

Future Use of the Site:

If the site is closed, City staff propose to keep the site for Public Works and Parks maintenance activities. City staff would keep the Ramsey County Organics recycling at the site but would move the containers outside of the gate to where the compost is currently stored. Due to chipping use at the site, wood chips would also still be available to residents at the site. These would be the only public uses at the site, but all would occur outside of the gate. Since there would be significantly less wood chips available than compost, overall site traffic would be greatly reduced.

City Wood Debris Management – As discussed previously, Ramsey County no longer allows cities to dispose of wood debris at their yard waste sites. If the leaf site was closed, a portion of the site would be used to store wood debris generated for City use only. It would not be open to the public. Wood debris is generated by the City from park cleanups, natural resource events such as buckthorn removal, right-of-way or pathway trimming, right-of-way tree clearing and storm cleanups. It could then be chipped when time is available, or the City could rent a larger tub grinder every few years for the larger debris. This would result in significant time and cost savings due to fewer tipping fees and costs related to hauling debris to facilities outside of Roseville.

Space for Emergency and Temporary Uses – Although the City will likely get some additional yard space with the proposed Maintenance Operation Center, this site could provide valuable space for other temporary or emergency uses. Emergency uses would include temporary storage of water break material, or wood debris from storm damage. Additionally, it could be a site for City contractors to use for staging or material storage, which would help save money on projects. Historically, Ramsey County has allowed the City to use the Kent Street facility for these uses. With the construction of the Environmental Center in 2024, the Kent Street site is significantly smaller. The County does still allow the City to use the site on an interim basis for water breaks, but we are now limited to a 200-foot by 200-foot area. If Ramsey County has a need for the site, we lose access to this site.

Proposed Phase Out Plan – If the Council chooses to close the leaf site, staff recommends this fall be the last year of leaf collection at the site. Staff would use the fall collection season, October 6 - November 21, to message that the site would be permanently closed to leaf collection after November 21, 2025. Staff would emphasize the alternative Ramsey County sites where residents could take leaves. There is already signage at the site which shows the alternative sites. Compost made from the fall collection will be available for residents to pick up in the bins outside the gate the following year or until it is gone. Staff would work with Ramsey County to move the Organic Recycling Containers outside of the gate to where the compost bins are so the site would be secured and prevent public dumping/access. This would make access to organics easier for residents to drop off and easier for the vendor to empty the dumpster.

Policy Objectives

One of the strategic directions is Reliable and Sustainable Infrastructure - Roseville's assets and infrastructure are effectively, efficiently and sustainably planned, managed and funded.

The closure of the leaf site will eliminate duplicative public service with Ramsey County, resulting in cost savings to the storm water budget and provide the City with an alternative site for other operations.

Equity Impact Summary

Since this is a duplicative service to Ramsey County the overall impact on all residents is minimal. On average, Ramsey County has yard waste sites only 1.5 miles further for residents from the current city site. Since users of the site travel to the location by car, we do not anticipate the additional 1.5-mile drive to be a burden or make this service inaccessible to Roseville residents. By transitioning residents to use county sites, city staff time can be used to focus on other infrastructure maintenance. We also anticipate the overall cost savings to the storm water budget which may lead to a reduction of storm water rates or at least lessen future rate increases. By reducing cost this decision aligns with our strategic plan goal of ensuring resource allocation meets operational needs. By focusing more city staff time on infrastructure maintenance, we are also supporting our strategic priority to develop our multi-modal transportation system for Roseville stakeholders. See attached Equity & Inclusion Toolkit (Attachment 5) for more information.

Budget Implications

The biggest direct cost savings by closure of the leaf site would be elimination of the need to replace the compost turner. The estimated cost of replacement is \$375,000 which would come out of the 2028 storm sewer CIP. There are additional cost savings in using less equipment. Currently, the front-end loader is used over 720 hours to push up leaves as well as run the compost turner attachment. Less wear and tear on the loader will save repair costs and extend the life of this equipment. Additionally, on average \$8,700 of fuel is used annually to maintain the compost site. Direct out-of-pocket costs averages \$10,000 per year.

Some additional savings would be staff time that could be used elsewhere which could eliminate contract maintenance. There are about 720 staff hours annually (18 weeks) used to maintain the site. These hours could be used elsewhere to do additional deferred maintenance such as maintaining storm sewers or pavements which would also lessen the need to contract some of these items out.

As indicated before, some future additional savings could be made with tree management if the site could be used to manage tree debris.

Staff Recommendations

Staff recommends the City Council approve the closure of the leaf site for public use at the end of 2025 leaf season.

Requested Council Action

265 Consider approval to close the Roseville leaf site at the end of 2025 leaf season.

266

267

Prepared by: Jesse Freihammer, Public Works Director

Attachments:

1. Location Map
2. Yard Waste Sites
3. Leaf Site Brochure – 2016
4. Leaf Site Issues
5. Equity & Inclusion Toolkit
6. Bench Handout 4

268



Leaf Recycling Center



Prepared by: Engineering Department
5/23/2025

Leaf Site
 Parcels

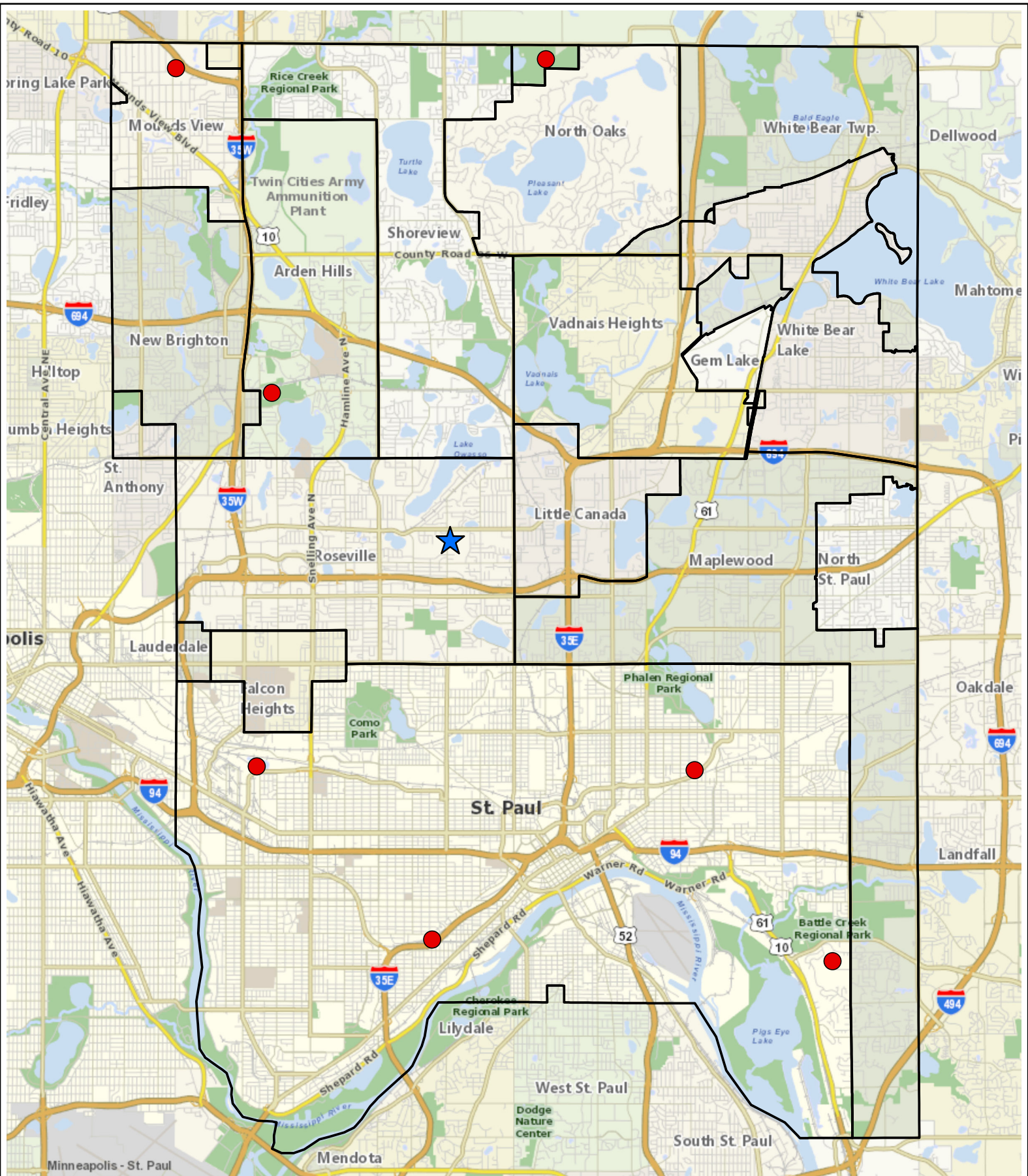
DISCLAIMER:
This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City does not represent that the GIS Data can be used for navigational, banking or any other purpose requiring existing measurement of distance or direction or precision in the description of geographic features. If errors or discrepancies are found please contact 931-750-7175. The preceding disclaimer is provided pursuant to Minnesota Statutes §466.03, Subd. 21 (2005), and the user of the map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's reliance on or use of this product.

Data Sources
* Ramsey County GIS (4/01/2025)
* City of Roseville Community Development
* City of Roseville Finance Department

0 40 80 100 200 Feet

LeafRecyclingCenter





Yard Waste Sites

ROSEVILLE

Prepared by: Engineering Department
5/1/2025

● Ramsey County Yard Waste Sites

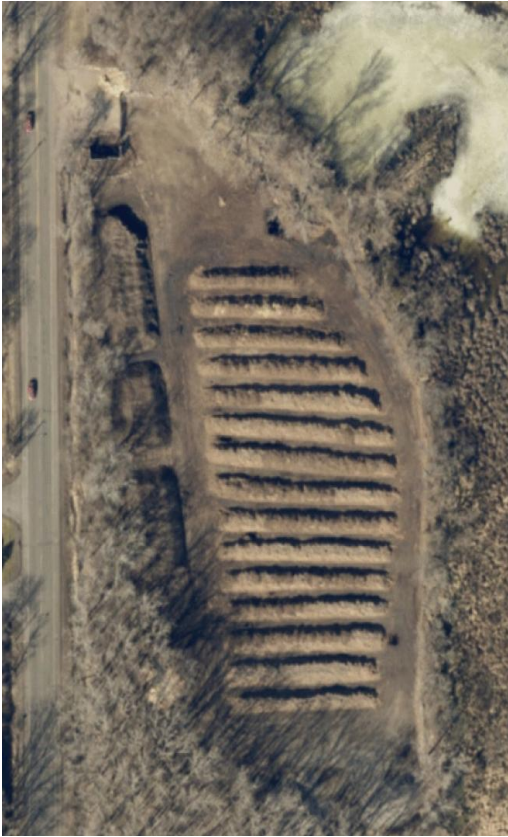
★ City of Roseville Dale Street Compost Site

DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City does not warrant that the GIS Data can be used for navigation, liability or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found please contact 651-762-7075. The preceding disclaimer is provided pursuant to Minnesota Statutes §465.03, Subd. 21 (2005), and the user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, entitlement to indemnity, liability and holds harmless the City from any and all claims brought to date, its employees or agents, or third parties which arise out of the user's access or use of data provided.

Data Sources

* Ramsey County GIS (4/01/2025)
* City of Roseville Community Development
* City of Roseville Finance Department





Deliveries

Compost & Woodchip Deliveries

Residents may order a delivery of compost or woodchips while supplies last, usually May through October depending on the weather. The fee is \$40 per delivery, one load can be up to 6 yards, and all deliveries are made on Fridays. Typically compost is available spring through fall, but wood chips often run out by summer.

Contact Us

Phone: 651-792-7004

Email: publicworks@cityofroseville.com

Web: www.cityofroseville.com



Welcome to Roseville Leaf Recycling Center, a service provided to residents by Roseville Public Works

At this site, Roseville residents can dispose of leaves and pick up compost and/or wood chips.

We take the leaves collected each year, compost them throughout the summer, and provide them as compost the following year.

Wood chips from our winter boulevard tree trimming and storm pond maintenance are also provided at this site when available.



**City of Roseville Leaf
Recycling Center**
2520 Dale Street
Roseville, MN 55113

City of Roseville Leaf Recycling Center

Information



Who can use the site and what can I bring there?

The Roseville Leaf Recycling is for Roseville residents only.

Because this site is funded solely by Roseville residents, only city residents may drop off or pick up material. Contractors working on behalf of a Roseville resident, *servicing a Roseville property*, may also use this site.

We accept leaves only!

Please: no grass, brush, sticks, sod, trees, tires, hot water heaters, or kitchen sinks...we've seen it all! It takes up valuable employee time to dispose of illegally dumped materials.

When is the site open, and why is it sometimes locked?

The main gate is open during peak times of year: spring and fall. The rest of the year it is closed to discourage illegal dumping. There is a walk through gate that is always open for folks to bring in small amounts of leaves year round. Bins in front of the gate are filled with compost and woodchips year round, as supplies last.

The actual dates the gate is open changes each year and is updated on our website. The hours of operation are generally enforced in fall so that we do not overfill and run out of space:

Monday, Tuesday, Thursday, Friday: 7:30am-4:30pm
Wednesday: 7:30am-7:30pm
Saturday & Sunday: 9am-5pm

Here are answers to some common questions about using the Roseville Leaf Recycling Center

Do you test the compost?

The state mandates that we test annually for inert materials. In addition, we regularly test for heavy metals, petroleum, and herbicides.

Why aren't woodchips always stocked in the bin?

Our quantity of wood chips is based on how much tree trimming we do in winter, and they tend to see greater demand than compost.



We turn the leaves pictured to the left into the "black gold" compost above in 1 year, every year.

Why is there plastic and sticks in the compost?

The compost from this site is free to residents, we only charge for delivery services. To keep it that way, we do not screen the compost. Screening the compost would add a significant expense to producing compost and might limit our ability to distribute it without charging. The best solution is to **only put leaves in the piles** so that clean compost is the result!

What about brush and other yard waste?

Roseville Leaf Recycling center only accepts leaves. If you need to dispose of other yard waste, Ramsey County offers a number of sites that accept a variety of materials.

Please visit their website:
<https://www.ramseycounty.us/residents/recycling-waste/yard-waste-collection-sites> or call 651-633-3279 for more information.

Many residential refuse haulers also offer yard waste pick up as an optional service, as well as landscape maintenance contractors in the form of seasonal yard clean-ups.



Huge log on leaf pile - Leaf Center

Work Management

ID: Huge log on leaf pile - Leaf Center

Date: 11/5/2021

Status: Complete

Assigned To: Darrin Wood

Note: Event # 28615

Huge log sitting precariously on top of the wood chip pile. People have been digging under it. Ready to fall.

Comments (none)

Time Tracking (none)

Materials

Component	Part Mfr	Part	Cost	Qty	Total	Notes
-----------	----------	------	------	-----	-------	-------

Event Details

Identification

Created By Beth Kolodjski

Work Type Other

Sub Type Other

Attributes

Source Resident

Caller Name

Caller Phone

Caller Address

Caller Email

Location Address 2555 DALE ST N



ID: Compost

Date: 4/5/2018

Status: Complete

Assigned To: Josh Dix

Note: NOISE COMPLAINT--[REDACTED] is a new resident on Overlook and is concerned about the noise from turning compost at the leaf site. [REDACTED] // 2018/04/05 Request Closed: I called and explained when we turn and what the noise is from.

Comments (none)

Time Tracking (none)

Materials

Component	Part Mfr	Part	Cost	Qty	Total	Notes
-----------	----------	------	------	-----	-------	-------

Event Details

Identification

Created By Beehive

Work Type Other

Sub Type Other

Attributes

Source

Caller Name Resident

Caller Phone

Caller Address

Caller Email

Location Address Leaf Recycling Center



Turning Compost noise

Work Management

ID: Turning Compost noise

Date: 11/3/2020

Status: Complete

Assigned To: Jesse Freihammer

Note: Preferred way to contact: Phone

Email from resident: I would like to speak to whoever could possibly change how and when the leaves at the compost site are shuffled. Mayor council person county commissioner. He starts at 7:00 am with the loud beep beep beep. We have maybe 500 or so residents living within 500 yards of that dumpsite mostly seniors. With the new senior care 50 yards away. I have worked in construction most of my life 40 years retired and I know how fast a D10 Cat can work it does not take 6 hours 3 times a week to shuffle a few leaves. I would be happy to suggest a more efficient system. The other thing I thought is that possibly you could secure the site making the backup signal unnecessary. That may take an act of congress or at least OSHA to sign off on silencing that thing. We can never have our windows open it is a horrible thing to live with. Just try and imagine if I were to come over to your house and tap my horn 500000 or so times every morning. Sincerely your frustrated neighbor [REDACTED]

Staff responded to resident.

Comments (none)

Time Tracking (none)

Materials

Component	Part Mfr	Part	Cost	Qty	Total	Notes
-----------	----------	------	------	-----	-------	-------

Event Details

Identification

Created By Beth Kolodjski

Work Type Other

Sub Type Other

Attributes

Source Resident

Caller Name [REDACTED]

Caller Phone [REDACTED]

Caller Address [REDACTED]

Caller Email [REDACTED]

Location Address 2555 DALE ST N



Leaf site brush

Work Management

ID: Leaf site brush

Date: 5/21/2024

Status: Complete

Assigned To: Steve Zweber

Note: UHL pickup truck dumping brush at leaf site. Dave England said he would call company.

Comments (none)

Time Tracking (none)

Materials

Component	Part Mfr	Part	Cost	Qty	Total	Notes
-----------	----------	------	------	-----	-------	-------

Event Details

Identification

Created By Steve Zweber

Work Type Street

Sub Type Street - Trash/Debris

Attributes

Source

Caller Name [REDACTED]

Caller Phone

Caller Address

Caller Email [REDACTED]

Location Address 2500 Dale St



Jumping worm concern

Work Management

ID: Jumping worm concern

Date: 5/2/2023

Status: Complete

Assigned To: Steve Zweber

Note: [REDACTED] called about our practices on jumping worms.
Told him we follow DNR and Ramsey County Guidelines.
We do not allow dirt or sod at site although some might get in there.
We have minimal wood chips on site if any up front by bins..
We turn leaves about every 3 weeks and maintain temperatures above 100 degrees so if any eggs are present they will be killed. We do reach that goal but for several months we exceed 100. early season 120-160 degrees.
He asked what we would do if they are found at our site. Told him we would shut down site contact DNR and Ramsey County for guidance.

Comments (none)

Time Tracking (none)

Materials

Component	Part Mfr	Part	Cost	Qty	Total	Notes
-----------	----------	------	------	-----	-------	-------

Event Details

Identification

Created By	Steve Zweber
Work Type	Other
Sub Type	Other

Attributes

Source	
Caller Name	[REDACTED]
Caller Phone	[REDACTED]
Caller Address	
Caller Email	
Location Address	



Leaf Site - Complaint

Work Management

ID: Leaf Site - Complaint

Date: 11/21/2024

Status: Complete

Assigned To: Darrin Wood

Note: 11/21/24 - Another resident [REDACTED], also contacted us. Photos attached.

Resident called with a complaint that several commercial lawn care trucks were dumping leaves in the site, and she thought that the site was for residents only. She noted the one truck name that she saw leave was Steingraf and Sons in South St Paul.

Request closed with no action.

Comments

!		Date	Name	Comment
No	Yes	11/25/2024	Beth Kolodjski	Leaf site.jpg
No	Yes	11/25/2024	Beth Kolodjski	Leaf site2.jpg
No	Yes	11/25/2024	Beth Kolodjski	Leaf site3.jpg

Time Tracking (none)

Materials

Component	Part Mfr	Part	Cost	Qty	Total	Notes
-----------	----------	------	------	-----	-------	-------

Event Details

Identification	
Created By	Ryan Johnson
Work Type	Other
Sub Type	Other
Attributes	
Source	Resident
Caller Name	[REDACTED]
Caller Phone	[REDACTED]
Caller Address	
Caller Email	
Location Address	2580 DALE ST



Piano in organics bin

Work Management

ID: Piano in organics bin

Date: 2/14/2024

Status: Complete

Assigned To: Ryan Johnson

Note: Ryan will notify Ramsey County

Someone disassembled a piano and and disposed of it in the organics dumpster.

Comments (none)

Time Tracking (none)

Materials

Component	Part Mfr	Part	Cost	Qty	Total	Notes
-----------	----------	------	------	-----	-------	-------

Event Details

Identification

Created By Beth Kolodjski
Work Type Street
Sub Type Street - Trash/Debris

Attributes

Source Resident
Caller Name
Caller Phone
Caller Address
Caller Email
Location Address 626 OVERLOOK DR W





EQUITY & INCLUSION TOOLKIT



To Guide Decision Making on Policies, Programs, Initiatives, and Budget Proposals to Help Build an Equitable and Inclusive Community

Things to know about the toolkit

1. The Equity & Inclusion Toolkit (EIT) is a reflective tool to assist decision makers in evaluating ideas and proposed solutions with a perspective inclusive of equity.
2. The EIT is NOT a test of competence in equity and inclusion, but a tool to help make decisions that are advancing our community aspirations in an equitable and inclusive way.
3. This is a public document. The public should know city leaders are diligent in considering community voices and potential adverse outcomes of decisions.
4. Please seek diverse perspectives on the completion of this document, including your colleagues. The Equity and Inclusion Manager and your Department Head are additional resources that should review this document upon completion.
5. As lessons are learned and/or outcomes are achieved, the EIT is a working document that should be updated.

Equity & Inclusion Toolkit Instructions

This toolkit serves as a guide to developing an equity impact analysis. Through the process of answering questions focused on community and stakeholder impact. Through the process of understanding the outcomes of decisions on the community, you will end with an Equity Impact Analysis or summary of your findings to be included on the Request for Council Action (RCA). The completed toolkit should be attached as supporting documentation for council RCA's. Please forward a copy of the completed toolkit to the city's Equity and Inclusion Manager for review and storing.

Agenda Item Title:

Consider Closure of Roseville Leaf Site

Brief Description:

Public Works staff is recommending the leaf recycling center, or leaf site, be closed as a City service. The proposed closure is recommended for multiple reasons including the duplicative service offered by Ramsey County, issues with the current site, budget impacts, City staff time and overall service issues at the site that have changed over the years.

Meeting Date(s):

9/8/2025

Prepared by:

Jesse
Freihammer

Reviewed by:

Which of the community aspirations does this request for council action most align with?

- ☐ Foster a strong sense of community through effective and inclusive communication, effective engagement, and collaborative decision-making.
- ☐ A community that is welcoming and inclusive of all people regardless of country of origin, race, ethnicity, gender, sexual preferences, age, physical ability, or socioeconomic standing.
- ☐ A city where all people feel safe and secure and where mutual trust and respect are fostered between the community and their police, fire, and all emergency responders.
- ☐ A community of thriving and diverse neighborhoods with quality housing and businesses that meet the needs of, and provide opportunities for, all people.
- ☐ A community that embraces diversity through multicultural public programming, public gathering spaces, and parks in ways that are suitable for all people regardless of age, ability, or access to information.
- ☒ A community that treasures and preserves natural areas and open space and prioritizes environmental conservation and sustainability.
- ☐ A community that is economically prosperous with a stable and broad tax base, vibrant small businesses, high quality employment opportunities, and a range of retail and entertainment options.
- ☒ A community with a safe, inclusive, and well-connected transportation and infrastructure system that supports the health and well-being of residents, visitors, customers, businesses, and employees regardless of ability, access, cultural background, or socioeconomic standing.

What are the desired outcomes and impacts in the community?

Staff proposes to close the leaf site since it is a duplicate service to Ramsey County. Closure of the site will save staff time and City costs. Staff time can be used to focus on other infrastructure maintenance. City costs saved with the closure of the leaf site can offset future stormwater utility fee increases which benefits all rate payers.

Who will benefit from or be burdened by this decision?

City utility rate payers will benefit by reducing City costs and saving future stormwater utility fee increases.

Roseville residents who use the leaf site will be burdened slightly as they will have to drive further to drop off leaves or to pick up compost. The average resident's drive will increase from 1.33 miles to 2.79 miles. Staff has no data on if residents bike or walk material to/from the leaf site but, from staff observations, the vast majority of users come in vehicles due to the nature of hauling materials.

The city site is open to foot traffic all year with a walk-in gate. Vehicle access is only allowed for typically four weeks in the spring and six weeks in the fall. Ramsey County sites are open to vehicle traffic all year round, but are closed completely every Tuesday and Thursday for maintenance. Residents would need to plan in advance.

Non-county residents and commercial businesses that are illegally using the Roseville leaf site would not be able to use county sites as Ramsey County monitors the sites.

What are potential unintended consequences and are there strategies to mitigate any negative consequences?

Residents could choose to not take leaves to proper sites and dispose of them illegally. Staff would work to educate residents and the general public of alternative sites that Ramsey County has. Most of the Ramsey County sites provide additional services to residents above what is offered at the city site. Staff would utilize signage at the site and work with communications staff to annually include information on the City website and in the City newsletter of appropriate locations to dispose of leaves.

Costs for commercial businesses, serving Roseville residents and illegally using the leaf site today, may increase and those costs could be passed on to consumers.

How have we incorporated and/or engaged community perspective into this recommendation?

No community engagement has taken place to date.

Equity Impact Analysis (Summary)

In 1-3 paragraphs, how would you summarize the consideration of equity on this recommendation? How does this help us achieve our Community Aspirations? This summary should be included under the Equity Impact Summary of the RCA.

Since this is a duplicative service to Ramsey County, the overall impact on all residents is minimal. On average, Ramsey County has yard waste sites only 1.5 miles further for residents from the current city site. Since users of the site travel to the location by car, we do not anticipate the additional 1.5 mile drive to be a burden or make this service inaccessible to Roseville residents. By transitioning residents to use county sites, City staff time can be used to focus on other infrastructure maintenance. We also anticipate the overall cost savings to the storm water budget which may lead to a reduction of storm water rates or at least lessen future rate increases. By reducing cost, this decision aligns with our strategic plan goal of ensuring resource allocations meets operational needs. By focusing more City staff time on infrastructure maintenance, we are also supporting our strategic priority to develop our multi-modal transportation system for Roseville stakeholders.

Resources

[Census 2020](#) – Publicly available data gathered every 10 years intended to be the leading source of quality data on people and economy.

[American Community Survey](#) – A survey by the U.S. Census Bureau updated annually.

[Google Scholar](#) – Publicly available scholarly literature which may contain relevant data.

Community Feedback – All ways in which the community provides feedback to the city can be used to aide in decision making.

Previous Completed Equity & Inclusion Toolkits

From: noreply@civicplus.com
To: *RVCouncil; Rebecca Olson; Pat Trudgeon
Subject: Online Form Submittal: Contact City Council
Date: Monday, September 8, 2025 10:37:09 AM

Caution: This email originated outside our organization; please use caution.

Contact City Council

Please complete this online form and submit.

Subject Closure of leaf recycling site

Contact Information

Name: Jan Brudvig

Address:

City: Roseville

State: MN

Zip: 55113

This form goes to the Mayor, all Councilmembers and certain City Staff. Due to the volume of emails submitted, a personal reply is not always possible.

How would you prefer to be contacted? No Reply Necessary
Remember to fill in the corresponding contact information.

Email Address:

Phone Number:

Please Share Your Comment, Question or Concern

I see on your agenda for today's meeting a discussion on closing the leaf recycling center.
Why are you even thinking of doing this? Citizens of Roseville use this spot from opening day until closing day to drop of leaves and then some. I realize that more than leaves get dropped off! I have lived here for over 35 years and use this facility every year to drop off leaves. It's close and very convenient.
Then I see people getting compost on a daily basis.
Also, the organic dump site is available at off times.

If the traffic is part of the problem, back the gates up for more parking and more turn around space.

Thank you

Unless restricted by law, all correspondence to and from Roseville City government offices, including information submitted through electronic forms such as this one, may be public data subject to the Minnesota Data Practices Act and/or may be disclosed to third parties. Due to Minnesota Open Meetings Law, Councilmembers are not allowed to use the "reply-all" function if it includes other Councilmembers for their response back to the emailer. Any response back to the sender will be just to that individual and will not include other Councilmembers.

Email not displaying correctly? [View it in your browser.](#)

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 9/8/2025

Item No.: 10.a.

Department Approval



City Manager Approval



Item Description: Approval of Payments

Background

State Statute requires the City Council to approve all payment of claims. The following summary of claims has been submitted to the City for payment.

Check Series #	Amount
ACH Payments	\$538,314.16
113459 – 113584	\$891,075.30
Total	\$1,429,389.46

A detailed report of the claims is attached. The City Staff has reviewed the claims and considers them to be appropriate for the goods and services received.

Policy Objectives

Under MN State Statute, all claims are required to be paid within 35 days of receipt.

Equity Impact Summary

Local governments play an important role in building racially equitable and inclusive regional economies. Payments to vendors contribute to the local economy by supporting businesses within the community, including those owned by people of color. Ensuring equitable distribution of contracts and payments among vendors, particularly minority-owned businesses, can help promote economic equity. This supports the broader goals of reducing racial economic disparities as well as Roseville's aspiration to have a community that is economically prosperous with a stable and broad tax base and vibrant small businesses.

Budget Implications

All expenditures listed above have been funded by the current budget, from donated monies, or from cash reserves.

Staff Recommendations

Staff recommends approval of all payment of claims.

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35
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Requested Council Action

Motion to approve the payment of claims as submitted.

Prepared by: Phil Weix - Assistant Finance Director

Attachments: 1. Checks for Approval

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INVOICE DISTRIBUTION REPORT FOR CITY OF ROSEVILLE

GL Number	GL # Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 100 General Fund					
Department: 00-00 GENERAL					
100-00-00-210500	Life Ins. Employee	LINA	AUGUST NEW YORK LIFE PREMIUMS	3,280.77	5004
100-00-00-210500	Life Ins. Employee	LINA	AUGUST NEW YORK LIFE PREMIUMS	9.60	5004
100-00-00-210500	Life Ins. Employee	LINA	AUGUST NEW YORK LIFE PREMIUMS	(0.02)	5004
100-00-00-210502	Employer Life Insurance	LINA	AUGUST NEW YORK LIFE PREMIUMS	659.20	5004
100-00-00-210900	Long Term Disability	LINA	AUGUST NEW YORK LIFE PREMIUMS	4,038.68	5004
100-00-00-210900	Long Term Disability	LINA	AUGUST NEW YORK LIFE PREMIUMS	(0.09)	5004
100-00-00-210900	Long Term Disability	LINA	AUGUST NEW YORK LIFE PREMIUMS	22.09	5004
100-00-00-211100	ICMA Def Comp	Mission Square	Remittance Check	1,849.05	4789
100-00-00-211100	ICMA Def Comp	Mission Square	Remittance Check	2,997.00	4789
100-00-00-211100	ICMA Def Comp	Mission Square	Remittance Check	150.00	4789
100-00-00-211100	ICMA Def Comp	Mission Square	Remittance Check	589.87	4789
100-00-00-211100	ICMA Def Comp	Mission Square	Remittance Check	5,367.00	4789
100-00-00-211101	Mission SQ Roth	Mission Square	Remittance Check	350.00	4789
Total Department 00-00 GENERAL				19,313.15	
Department: 01-00 CITY COUNCIL					
100-01-00-430000	Professional Services	TimeSaver Off Site Secreta CC MINUTES		253.00	5002
100-01-00-430000	Professional Services	TimeSaver Off Site Secreta CC MINUTES		415.00	4815
100-01-00-430000	Professional Services	TimeSaver Off Site Secreta CC MINUTES		293.50	4815
Total Department 01-00 CITY COUNCIL				961.50	
Department: 02-00 ADMINISTRATION					
100-02-00-430000	Professional Services	Alerus Financial NA	COBRA JULY 25 SERVICE FEE PAID AUG 25	207.00	113509
100-02-00-430000	Professional Services	Metro-INET	AUGUST IT SERVICES	78,179.00	5006
Total Department 02-00 ADMINISTRATION				78,386.00	
Department: 04-00 FINANCE					
100-04-00-420000	Office Supplies	Greenhaven Printing	BUSINESS CARDS	237.67	4809
100-04-00-430000	Professional Services	Ehlers & Associates, Inc.	25 CONTINUING DISCLOSURE REPORTING	3,700.00	113476
Total Department 04-00 FINANCE				3,937.67	
Department: 06-00 LEGAL DEPARTMENT					
100-06-00-430000	Professional Services	Kennedy & Graven, Chartere	JULY MONTHLY RETAINER	17,074.80	113537
100-06-00-430000	Professional Services	Kennedy & Graven, Chartere	NON RETAINER FEES - UNION NEG, M&O CT	2,049.30	113537
100-06-00-430000	Professional Services	Kennedy & Graven, Chartere	NON RETAINER FEES - UNION NEG, M&O CT	133.00	113537
Total Department 06-00 LEGAL DEPARTMENT				19,257.10	
Department: 08-00 CENTRAL SERVICES					
100-08-00-424000	Operating Supplies	ARAMARK REFRESHMENT SERVIC	WATER FILTER	160.94	113472
100-08-00-424000	Operating Supplies	ARAMARK REFRESHMENT SERVIC	COFFEE-LC	136.95	113534
100-08-00-431100	Postage	Postmaster-Mailing Require	ANNUAL FEE BRM PERMIT #2437-001	370.00	113460
Total Department 08-00 CENTRAL SERVICES				667.89	
Department: 10-00 POLICE DEPARTMENT					
100-10-00-422000	Clothing	STREICHER'S	NEW HIRE UNIF BELL	79.99	4997
100-10-00-422000	Clothing	STREICHER'S	NEW HIRE UNIF - QUAAS	79.99	4997
100-10-00-422000	Clothing	STREICHER'S	NEW HIRE UNIF - QUAAS	483.99	4997
100-10-00-422000	Clothing	STREICHER'S	NEW HIRE UNIF QUAAS	104.98	4997
100-10-00-422000	Clothing	STREICHER'S	NEW HIRE UNIF VANGRINSVEN	79.99	4808
100-10-00-422000	Clothing	STREICHER'S	NEW HIRE UNIF - ZEIGLER	84.00	4808
100-10-00-422000	Clothing	STREICHER'S	NEW HIRE UNIF MALCOLM	521.93	4808
100-10-00-422000	Clothing	STREICHER'S	NEW HIRE UNIF BELL	1,734.77	4808
100-10-00-430001	Dispatching Services	Ramsey County	DISPATCH SERVICES - JULY	34,581.67	113543
100-10-00-430001	Dispatching Services	Ramsey County	CAD SERVICES- JULY	5,196.17	113543

INVOICE DISTRIBUTION REPORT FOR CITY OF ROSEVILLE

GL Number	GL # Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 100 General Fund					
Department: 10-00 POLICE DEPARTMENT					
100-10-00-431000	Telephone	Verizon	DATA JUNE 27 - JULY 26 - ACC#48722306	40.01	113497
100-10-00-441000	Training	League of MN Cities	SAFETY & LOSS CONTROL WORKSHOP HUMAN	30.00	113532
100-10-00-442000-PD0006	Memberships & Subscription	PowerDMS, Inc.	ACCREDITATION SOFTWARE ANNUAL SUBSCRI	600.00	113559
Total Department 10-00 POLICE DEPARTMENT				43,617.49	
Department: 13-00 FIRE DEPARTMENT					
100-13-00-422000	Clothing	Aspen Mills Inc.	CHURCHILL	211.78	113464
100-13-00-423000	Vehicle Supplies & Mainten	Group Health Non-Patient A	Q2 2025 SUPPLY CHARGES	1,531.89	113508
100-13-00-437000	Contract Maint. - Vehicles	IIA Lifting Services, Inc.	L628 TESTING	2,212.64	5001
100-13-00-437000	Contract Maint. - Vehicles	ROSENBAUER MINNESOTA, LLC	WIPER MOTOR	262.96	113462
100-13-00-437000	Contract Maint. - Vehicles	TWIN CITIES TRANSPORT & RE	CODY TOW	125.00	113528
100-13-00-439000	CONTRACT MAINTENANCE	Adam's Pest Control Inc	QUARTERLY	148.19	4810
100-13-00-439000	CONTRACT MAINTENANCE	AT&T Mobility	AUG	540.50	113552
100-13-00-439000	CONTRACT MAINTENANCE	LINN BUILDING MAINTENANCE	MONTHLY CLEANING	585.62	113480
100-13-00-439000	CONTRACT MAINTENANCE	Ramsey County	FLEET SUPPORT FEE JULY	318.24	113488
100-13-00-439000	CONTRACT MAINTENANCE	Ramsey County	PHONE APP FOR JULY	10.00	113488
100-13-00-439000	CONTRACT MAINTENANCE	T Mobile	AUG	20.87	113554
100-13-00-439000	CONTRACT MAINTENANCE	US Digital Designs	ANNUAL CONTRACT	8,087.40	113550
100-13-00-439000	CONTRACT MAINTENANCE	Yale Mechanical	DORM HEAT PUMP	432.00	4999
100-13-00-441000	Training	ATL Leaders International	LEADERSHIP PROGRAM	1,580.00	113557
Total Department 13-00 FIRE DEPARTMENT				16,067.09	
Department: 13-13 FIRE DEPARTMENT ADMINISTRATION					
100-13-13-436000	Utilities	Xcel Energy	51-5185464-5	3,131.94	4994
100-13-13-436000-FD2660	Utilities	Anchor Solar Investments,	SOLAR - FIRE	402.09	113496
Total Department 13-13 FIRE DEPARTMENT ADMINISTRATION				3,534.03	
Department: 13-18 EMERGENCY SERVICES					
100-13-18-436000	Utilities	Xcel Energy	51-5185463-4	82.13	4797
Total Department 13-18 EMERGENCY SERVICES				82.13	
Department: 20-20 PUBLIC WORKS ADMINISTRATION					
100-20-20-420000	Office Supplies	Greenhaven Printing	BUSINESS CARDS	47.53	4809
100-20-20-424000	Operating Supplies	Frontier Precision, Inc.	SURVEY EQUIPMENT REPAIR	850.00	113461
100-20-20-424000	Operating Supplies	Frontier Precision, Inc.	SURVEY EQUIPMENT REPAIR	75.00	113461
100-20-20-430000	Professional Services	E. G. RUD & SONS, INC.	ALDINE ST UTILITIES	3,646.00	113478
100-20-20-430000	Professional Services	E. G. RUD & SONS, INC.	LEXINGTON PATHWAY PROPOSED TRAIL	1,453.00	113478
Total Department 20-20 PUBLIC WORKS ADMINISTRATION				6,071.53	
Department: 20-21 STREET DEPARTMENT					
100-20-21-424000	Operating Supplies	Konrad Material Sales, LLC	DEERY NO STICK 5 GALLON PAILS	750.00	113489
100-20-21-424000	Operating Supplies	Ramsey County	MONTHLY FLEERT SUPPORT FOR JULY	115.44	113543
100-20-21-424000	Operating Supplies	United Laboratories, Inc.	DEGREASERS	750.04	113502
100-20-21-443600	Software Operating Charges	CivicPlus LLC	ASSET MANAGEMENT ANNUAL SUBSCRIPTION	5,000.00	113484
Total Department 20-21 STREET DEPARTMENT				6,615.48	
Department: 20-22 STREET LIGHTING					
100-20-22-436000	Utilities	Xcel Energy	51-5185475-8	2,589.00	4996
100-20-22-436000	Utilities	Xcel Energy	51-5185475-8	36.63	4793
100-20-22-436000	Utilities	Xcel Energy	51-5185477-0	14,904.81	4799
100-20-22-439000	CONTRACT MAINTENANCE	Ramsey County	EMERGENCY SERVICES PROVIDED THROUGH T	975.12	113543
Total Department 20-22 STREET LIGHTING				18,505.56	
Department: 20-30 VEHICLE MAINTENANCE					

INVOICE DISTRIBUTION REPORT FOR CITY OF ROSEVILLE

GL Number	GL # Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 100 General Fund					
Department: 20-30 VEHICLE MAINTENANCE					
100-20-30-421000	Motor Fuel	Mansfield Oil Company of G	UNLEADED MOTOR FUEL	9,741.45	113492
100-20-30-422000	Clothing	Cintas Corporation	UNIFORM	46.23	113487
100-20-30-422000	Clothing	Cintas Corporation	UNIFORM	46.23	113542
100-20-30-423000	Vehicle Supplies & Mainten	FACTORY MOTOR PARTS CO.	STARTER ASSEMBLY	248.11	4786
100-20-30-423000	Vehicle Supplies & Mainten	FACTORY MOTOR PARTS CO.	BATTERY	133.94	4786
100-20-30-423000	Vehicle Supplies & Mainten	FACTORY MOTOR PARTS CO.	TRANSFER CASE SHIFT LINK	46.11	4786
100-20-30-423000	Vehicle Supplies & Mainten	FACTORY MOTOR PARTS CO.	BATTERY	128.99	4991
100-20-30-423000	Vehicle Supplies & Mainten	FLEETPRIDE	BATTERIES	14.00	4784
100-20-30-423000	Vehicle Supplies & Mainten	Jeff Belzers Roseville Chr	AIR SENSOR	50.24	113556
100-20-30-423000	Vehicle Supplies & Mainten	Liberty Tire Services, LLC	TIRE DISPOSAL	204.76	113531
100-20-30-423000	Vehicle Supplies & Mainten	Napa Auto Parts	BATTERY	339.99	4787
100-20-30-423000	Vehicle Supplies & Mainten	Tri State Bobcat, Inc	MODULE CONTROL	517.53	113538
100-20-30-423000	Vehicle Supplies & Mainten	United Laboratories, Inc.	DEGREASER AND SOLVENT	362.08	113502
100-20-30-437000	Contract Maint. - Vehicles	Jeff Belzers Roseville Chr	REPAIRS TO SQUAD CAR	2,404.02	113556
100-20-30-437000	Contract Maint. - Vehicles	Jeff Belzers Roseville Chr	REPLACE PURGE VALVE	238.20	113499
100-20-30-437000	Contract Maint. - Vehicles	Street Smart Rental, LLC	PCMS REPAIR	750.00	113493
Total Department 20-30 VEHICLE MAINTENANCE				15,271.88	
Department: 23-00 BUILDING MAINTENANCE					
100-23-00-424000	Op Supplies-City Hall	Kath Fuel Oil Service, Inc	ULTRA LOW #1 DYED FOR CITY HALL GENER	3,590.51	4790
100-23-00-424000	Op Supplies-City Hall	Staples Advantage, Inc.	SOAP, LUX FOAMING,6/CT	77.06	4814
100-23-00-424000	Op Supplies-City Hall	Staples Advantage, Inc.	SOAP, LUX FOAMING,6/CT	77.06	4814
100-23-00-424000	Op Supplies-City Hall	Staples Advantage, Inc.	FLOOR CLNR PKT DSLVBLE 50PK	93.33	4814
100-23-00-424000	Op Supplies-City Hall	Staples Advantage, Inc.	TISSUE 2 PLY 1000 SHE/HARDWOUND TOWEL	466.80	4814
100-23-00-424000	Op Supplies-City Hall	Staples Advantage, Inc.	HARDWOUND TOWEL 1 PLY/FLOOR CLNR PKT	621.53	4814
100-23-00-430000	Professional Services	McGough Property Managemen	FACILITY MGMT SERVICE LABOR 6/30-8/3/	1,966.25	4998
100-23-00-430000	Professional Services	McGough Property Managemen	07/2025 EXPENSES	8,124.64	4998
100-23-00-436001	Utilities-City Hall	Xcel Energy	51-5185469-0	4,345.63	4794
100-23-00-436001-PW2660	Utilities-City Hall	Anchor Solar Investments,	SOLAR - CITY HALL	402.09	113496
100-23-00-436003	Utilities-City Garage	Xcel Energy	51-5185469-0	2,128.29	4794
100-23-00-436003	Utilities-City Garage	Xcel Energy	51-5185469-0	128.64	4794
100-23-00-436003-PW2660	Utilities-City Garage	Anchor Solar Investments,	SOLAR - MAINT PW	1,381.15	113496
100-23-00-439001	CONTRACT MAINTENANCE - CIT	Cintas Corporation	MAT/RUGS CH	41.86	113486
100-23-00-439001	CONTRACT MAINTENANCE - CIT	Cintas Corporation	MAT/RUGS PD	33.61	113486
100-23-00-439001	CONTRACT MAINTENANCE - CIT	Cintas Corporation	MAT/RUGS CH	41.86	113541
100-23-00-439001	CONTRACT MAINTENANCE - CIT	Cintas Corporation	MAT/RUGS PD	33.61	113541
100-23-00-439001	CONTRACT MAINTENANCE - CIT	Davis Lock & Safe Inc	REPAIR CITY HALL FRONT DOORS MAIN ENT	10,178.00	113526
100-23-00-439001	CONTRACT MAINTENANCE - CIT	Erickson Electric Company,	WIRE BOILERS TO THEIR OWN ELEC. CIRCU	775.15	113555
100-23-00-439001	CONTRACT MAINTENANCE - CIT	LINN BUILDING MAINTENANCE	MONTHLY CLEANING	8,052.23	113480
100-23-00-439001	CONTRACT MAINTENANCE - CIT	MINT ROOFING	ROOF REPAIR CITY HALL	98.68	113511
100-23-00-439001	CONTRACT MAINTENANCE - CIT	SANDSTROM LAND MANAGEMENT,	CITY HALL GROUNDS (JULY 2025)/ROSEVIL	1,943.50	5003
100-23-00-439003	Contract Maint.- City Gara	Cintas Corporation	MAT/RUGS PW	51.03	113541
100-23-00-439003	Contract Maint.- City Gara	MINT ROOFING	ROOF REPAIR PW BLD	974.30	113511
100-23-00-439003	Contract Maint.- City Gara	OVERHEAD DOOR COMPANY OF T	REPAIR PW GARAGE DOOR #13	5,701.45	4813
100-23-00-439010	Contract Maint. - HVAC	Yale Mechanical	7/15 LOWER-LEVEL OFFICES WARM. CH	540.00	4811
100-23-00-439011	Fiber Maint. & Locates	Zayo Group LLC	CITY FIBER SERVICES	4,358.16	113491
Total Department 23-00 BUILDING MAINTENANCE				56,226.42	
Total Fund 100 General Fund				288,514.92	
Fund: 110 Telecommunications					
Department: 09-00 COMMUNICATIONS					
110-09-00-442000	Memberships & Subscription	North Suburban Comm Commis NSCC - FRANCHISE FEE 3RD QUARTER		24,527.95	113533

INVOICE DISTRIBUTION REPORT FOR CITY OF ROSEVILLE

GL Number	GL # Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 110 Telecommunications					
Department: 09-00 COMMUNICATIONS					
Total Department 09-00 COMMUNICATIONS				24,527.95	
Total Fund 110 Telecommunications				24,527.95	
Fund: 200 Recreation Fund					
Department: 00-00 GENERAL					
200-00-00-230160	Deposits-Arboretum Bricks	Central Park Foundation	BRICK REPAYMENT FOR \$ COLLECTED (\$615	615.00	113483
Total Department 00-00 GENERAL				615.00	
Department: 40-40 RECREATION ADMINISTRATION					
200-40-40-420000	Office Supplies	Greenhaven Printing	BUSINESS CARDS	47.53	4809
200-40-40-430000	Professional Services	MRPA	ADVERTISING OF POSITION	175.00	113524
200-40-40-432000	Transportation	BARANY, ZOE	MILEAGE	146.30	113518
200-40-40-432000	Transportation	Danielle Christensen	MILEAGE	67.20	4818
200-40-40-432000	Transportation	Kaylee Foster	MILEAGE	110.60	113519
200-40-40-432000	Transportation	Kaylee Foster	MILEAGE	115.50	113519
200-40-40-434000	Printing	House of Print	FALL BROCHURE PRINTING	5,801.85	113459
Total Department 40-40 RECREATION ADMINISTRATION				6,463.98	
Department: 40-41 RECREATION FEE PROGRAMS					
200-40-41-344000-PR0281	Fee Program Revenue	JUDITH PETRIE	FOR PARKS SHELTER RENTAL KEY DEPOSIT	50.00	113575
200-40-41-424000-PR0212	Operating Supplies	Universal Athletic, LLC	MIDSEASON SOFTBALL ORDER I	3,400.00	113490
200-40-41-424000-PR0212	Operating Supplies	Universal Athletic, LLC	MIDSEASON SOFTBALL ORDER II	155.00	113490
200-40-41-430000-PR0210	Professional Services	AARP Driver Safety Program	AARP INVOICE 8-12-25	240.00	113507
200-40-41-430000-PR0211	Professional Services	Todd Richard Sauers	ADULT SUMMER SOCCER REFEREE INVOICE	5,632.00	113506
200-40-41-430000-PR0212	Professional Services	Willie McCray	ADULT SOFTBALL LEAGUE UMPIRE PAYMENT	1,861.50	4816
200-40-41-430000-PR0212	Professional Services	Willie McCray	ADULT SOFTBALL LEAGUE UMPIRE PAYMENT	2,448.00	4816
200-40-41-430000-PR0234	Professional Services	Revolutionary Sports, LLC	JULY PICKLEBALL	531.30	113495
200-40-41-430000-PR0234	Professional Services	Revolutionary Sports, LLC	SPORTS EXTRA CAMP ROUND 1	3,139.50	113553
200-40-41-430000-PR0248	Professional Services	Ingina, LLC	CONTRACTOR FEE FOR TECH CAMPS	2,128.00	113548
200-40-41-430000-PR0249	Professional Services	ALLISON WEIKER	SUMMER TRACK FIELD COACH	250.00	113566
200-40-41-430000-PR0249	Professional Services	Ameleon Yarbrough	SUMMER TRACK AND FIELD COACH	60.00	113571
200-40-41-430000-PR0249	Professional Services	BEER, ERIN	SUMMER TRACK FIELD COACH	200.00	113572
200-40-41-430000-PR0249	Professional Services	Chris Peterson	TRACK AND FIELD SPRING COACH	400.00	113547
200-40-41-430000-PR0249	Professional Services	Chris Peterson	SUMMER TRACK FIELD COACH	400.00	113547
200-40-41-430000-PR0249	Professional Services	Collin James Kiley	SUMMER TRACK FIELD COACH	250.00	113544
200-40-41-430000-PR0249	Professional Services	Collin James Kiley	SPRING TRACK AND FIELD COACH	200.00	113544
200-40-41-430000-PR0249	Professional Services	ESKIN, RUBY MARIE	SUMMER TRACK FIELD COACH	90.00	113567
200-40-41-430000-PR0249	Professional Services	Greg Ueland	SUMMER TRACK AND FIELD	1,718.00	113523
200-40-41-430000-PR0249	Professional Services	Greg Ueland	SPRING TRACK AND FIELD COACH	1,082.00	113523
200-40-41-430000-PR0249	Professional Services	Mason Williams	SUMMER TRACK FIELD COACH	90.00	113558
200-40-41-430000-PR0249	Professional Services	Nash Lueken	SUMMER TRACK FIELD COACH	100.00	113563
200-40-41-430000-PR0249	Professional Services	Nash Lueken	TRACK AND FIELD SPRING COACH	300.00	113563
200-40-41-430000-PR0249	Professional Services	Sarah Bruess	SUMMER TRACK FIELD COACH	500.00	113562
200-40-41-430000-PR0249	Professional Services	Sarah Bruess	TRACK AND FIELD SPRING COACH	400.00	113562
200-40-41-430000-PR0249	Professional Services	SOPHIA SYVERSON	SUMMER TRACK FIELD COACH	120.00	113574
200-40-41-430000-PR0249	Professional Services	TAZHANAE RENE GANT	SPRING TRACK AND FIELD COACH	250.00	113565
200-40-41-430000-PR0249	Professional Services	WISKUS, GRETA	SUMMER TRACK FIELD COACH	150.00	113570
200-40-41-430000-PR0252	Professional Services	Art Spark	CONTRACT FEE FOR ART CAMPS	1,500.00	113485
200-40-41-430000-PR0260	Professional Services	Revolutionary Sports, LLC	VOLLEYBALL, PICKLEBALL & NINJA WARRIO	5,602.10	113553
200-40-41-436000-PR0253	Utilities	Xcel Energy	51-0010626247-6	2,092.62	4800
Total Department 40-41 RECREATION FEE PROGRAMS				35,340.02	

INVOICE DISTRIBUTION REPORT FOR CITY OF ROSEVILLE

GL Number	GL # Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 200 Recreation Fund					
Department: 40-42 RECREATION NON FEE PROGRAMS					
200-40-42-424000-PR0105	Operating Supplies	Taho Sportswear, Inc.	EXTRA STAFF SHIRTS	137.40	4792
200-40-42-430000-PR0115	Professional Services	Pan Handlers Steel Drum Ba	LIVE AT THE ROG CONCERT PERFORMANCE	700.00	113551
200-40-42-438000	Rental	On Site Companies-OSSTC	FOUNDATION RENTAL	74.00	113468
Total Department 40-42 RECREATION NON FEE PROGRAMS				911.40	
Department: 40-49 RECREATION ACTIVITY CENTER					
200-40-49-439000	CONTRACT MAINTENANCE	Roseville Area Schools	MAINTENANCE FOR SHARED FACILITIES	112,882.00	113471
Total Department 40-49 RECREATION ACTIVITY CENTER				112,882.00	
Department: 40-50 NATURE CENTER					
200-40-50-424000-PR0119	Operating Supplies	Molly Keleny	REIMBURSEMENT FOR ANIMAL AMBASSADOR S	31.03	5005
200-40-50-424000-PR0119	Operating Supplies	Regents of the University	TIME WARP WILDERNESS CAMP FIELD TRIP	174.00	113470
200-40-50-436000-PR0119	Utilities	Xcel Energy	51-5185470-3	856.74	4796
200-40-50-439000-PR0119	CONTRACT MAINTENANCE	LINN BUILDING MAINTENANCE	MONTHLY CLEANING	1,171.23	113480
Total Department 40-50 NATURE CENTER				2,233.00	
Department: 40-53 SKATING CENTER					
200-40-53-420000	Office Supplies	Dell Marketing, L.P.	MONITOR FOR FRONT DESK	166.74	4817
200-40-53-422000	Clothing	SS Design Promotional Prod	STAFF APPAREL	429.57	113546
200-40-53-424000	Operating Supplies	Certified Laboratories, In	CLEANING SUPPLIES	249.00	4806
200-40-53-424000	Operating Supplies	Fikes, Inc.	BATHROOM SUPPLIES	1,029.38	5000
200-40-53-430000-PR5505	Professional Services	Action Sports of MN, Inc.	SKATEBOARD CAMP	465.00	113474
200-40-53-430000-PR5505	Professional Services	Action Sports of MN, Inc.	SKATEBOARD CAMP	1,867.50	113474
200-40-53-436000	Utilities	Xcel Energy	51-5185473-6	17,465.64	4992
200-40-53-439000	CONTRACT MAINTENANCE	International Chemtex Corp	PUMP	75.96	113463
200-40-53-439000	CONTRACT MAINTENANCE	LINN BUILDING MAINTENANCE	MONTHLY CLEANING	3,394.88	113480
200-40-53-439000	CONTRACT MAINTENANCE	McDonough's Sewer Service,	ICE PIT CLEANING	1,916.00	113522
Total Department 40-53 SKATING CENTER				27,059.67	
Total Fund 200 Recreation Fund				185,505.07	
Fund: 201 Recreation Donations					
Department: 40-50 NATURE CENTER					
201-40-50-424000-PR0119	Operating Supplies	SCHNELL DESIGNS LLC	HANC SIGN	14,972.50	113512
201-40-50-424000-PR0119	Operating Supplies	SCHNELL DESIGNS LLC	MAP DESIGN FOR SIGN	1,537.50	113512
Total Department 40-50 NATURE CENTER				16,510.00	
Total Fund 201 Recreation Donations				16,510.00	
Fund: 204 PARK MAINTENANCE					
Department: 40-43 RECREATION MAINTENANCE					
204-40-43-424000	Operating Supplies	LINN BUILDING MAINTENANCE	MONTHLY CLEANING	578.19	113480
204-40-43-431000	Telephone	Verizon	DATA JUNE 27 - JULY 26 - ACC#48722306	356.92	113497
204-40-43-431000-PR0627	Telephone	Verizon	DATA JUNE 27 - JULY 26 - ACC#48722306	35.01	113497
204-40-43-436000	Utilities	Xcel Energy	51-5185471-4	6,068.62	4995
Total Department 40-43 RECREATION MAINTENANCE				7,038.74	
Total Fund 204 PARK MAINTENANCE				7,038.74	
Fund: 260 Community Development					
Department: 00-00 GENERAL					
260-00-00-230130-CD1320	Development Escrow	Ehlers & Associates, Inc.	ESCROW FOR TIF REVIEW HYDE DEVELOPMEN	1,543.75	113475
260-00-00-230130-CD1320	Development Escrow	Kennedy & Graven, Chartere	ATTORNEY SERVICES FOR PIK PROJECT	2,330.50	113479
Total Department 00-00 GENERAL				3,874.25	

INVOICE DISTRIBUTION REPORT FOR CITY OF ROSEVILLE

GL Number	GL # Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 260 Community Development					
Department: 56-17 BUILDING PERMITS & INSPECTIONS					
260-56-17-431000	Telephone	Verizon	DATA JUNE 27 - JULY 26 - ACC#48722306	38.38	113497
		Total Department 56-17 BUILDING PERMITS & INSPECTIONS		38.38	
Department: 56-57 PLANNING DEPARTMENT					
260-56-57-430000	Professional Services	TimeSaver Off Site Secreta	PC MINUTES	172.00	5002
260-56-57-433000	Advertising	St. Paul Pioneer Press	JULY ADVERTISING	163.90	113469
		Total Department 56-57 PLANNING DEPARTMENT		335.90	
		Total Fund 260 Community Development		4,248.53	
Fund: 265 License Center					
Department: 05-00 DEPUTY REGISTER					
265-05-00-424000	Operating Supplies	Staples Advantage, Inc.	SOAP, LUX FOAMING,6/CT	19.26	4814
265-05-00-424000	Operating Supplies	Staples Advantage, Inc.	SOAP, LUX FOAMING,6/CT	19.26	4814
265-05-00-424000	Operating Supplies	Staples Advantage, Inc.	FLOOR CLNR PKT DSLVBLE 50PK	23.34	4814
265-05-00-424000	Operating Supplies	Staples Advantage, Inc.	TISSUE 2 PLY 1000 SHE/HARDWOUND TOWEL	116.70	4814
265-05-00-424000	Operating Supplies	Staples Advantage, Inc.	HARDWOUND TOWEL 1 PLY/FLOOR CLNR PKT	155.39	4814
265-05-00-430000	Professional Services	Cintas Corporation	MAT/RUGS ROSEVILLE-LIC. & PASS.	99.09	113541
265-05-00-430000	Professional Services	LINN BUILDING MAINTENANCE	MONTHLY CLEANING	1,464.04	113480
265-05-00-430000	Professional Services	McGough Property Managemen	ROSEVILLE LICENSE CENTER LABOR WORK O	285.00	4998
265-05-00-430000	Professional Services	SANDSTROM LAND MANAGEMENT,	CITY HALL GROUNDS (JULY 2025)/ROSEVIL	400.00	5003
265-05-00-431000	Telephone	CenturyLink	TELEPHONE	120.86	113530
265-05-00-432000	Transportation	Mary Dracy	MILEAGE REIMBURSEMENT	267.40	4805
265-05-00-436000	Utilities	Xcel Energy	51-5185478-1	967.77	4801
		Total Department 05-00 DEPUTY REGISTER		3,938.11	
		Total Fund 265 License Center		3,938.11	
Fund: 400 Equipment Revolving					
Department: 10-00 POLICE DEPARTMENT					
400-10-00-452000	Vehicles / Equipment	EMERGENCY AUTOMOTIVE TECH	NEW SQUAD BUILD #2506	10,504.18	4785
		Total Department 10-00 POLICE DEPARTMENT		10,504.18	
		Total Fund 400 Equipment Revolving		10,504.18	
Fund: 401 Fire Equipment					
Department: 13-00 FIRE DEPARTMENT					
401-13-00-453000	Other Improvements	Ancom Technical Center	RADIO BAT	974.50	4807
401-13-00-453000	Other Improvements	Motorola Solutions, Inc.	SOFTWARE LICENSE	1,530.04	113539
		Total Department 13-00 FIRE DEPARTMENT		2,504.54	
Department: 13-13 FIRE DEPARTMENT ADMINISTRATION					
401-13-13-452004	Fire Department Vehicles	EMERGENCY AUTOMOTIVE TECH	RIVIAN	6,329.90	4990
		Total Department 13-13 FIRE DEPARTMENT ADMINISTRATION		6,329.90	
		Total Fund 401 Fire Equipment		8,834.44	
Fund: 409 CENTRAL SERVICES FUND					
Department: 08-00 CENTRAL SERVICES					
409-08-00-438101	Postage Meter	GreatAmerica Financial Ser	COPIER RENTAL	332.00	4819
		Total Department 08-00 CENTRAL SERVICES		332.00	
		Total Fund 409 CENTRAL SERVICES FUND		332.00	
Fund: 410 GENERAL FACILITIES REPLACEMENT FUND					

INVOICE DISTRIBUTION REPORT FOR CITY OF ROSEVILLE

GL Number	GL # Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 410 GENERAL FACILITIES REPLACEMENT FUND					
Department: 40-53 SKATING CENTER					
410-40-53-452000	Vehicles & Equipment	APEX MECHANICAL	RAIDER ROOM HEAT PUMP	18,408.00	113510
			Total Department 40-53 SKATING CENTER	18,408.00	
		Total Fund 410 GENERAL FACILITIES REPLACEMENT FUND		18,408.00	
Fund: 411 Recreation Improvements					
Department: 40-40 RECREATION ADMINISTRATION					
411-40-40-453000-PR2318	Recreation Improvements	Midwest Groundcover	INSTALLATION AT HOWARD JOHNSON PARK	10,080.00	113503
411-40-40-453000-PR2318	Recreation Improvements	Midwest Groundcover	INSTALLATOIN OF ENGINEERED WOOD FIBER	5,670.00	113560
		Total Department 40-40 RECREATION ADMINISTRATION		15,750.00	
		Total Fund 411 Recreation Improvements		15,750.00	
Fund: 413 MAINTENANCE FACILITY					
Department: 20-00 PUBLIC WORKS GENERAL					
413-20-00-430000	Professional Services	Boarman Kroos Vogel Group, CCMP UPDATE DESIGN		1,693.70	113498
		Total Department 20-00 PUBLIC WORKS GENERAL		1,693.70	
		Total Fund 413 MAINTENANCE FACILITY		1,693.70	
Fund: 414 PASSPORT / LICENSE CENTER					
Department: 05-00 DEPUTY REGISTER					
414-05-00-430000	Professional Services	Boarman Kroos Vogel Group, CCMP UPDATE DESIGN		5,081.10	113498
		Total Department 05-00 DEPUTY REGISTER		5,081.10	
		Total Fund 414 PASSPORT / LICENSE CENTER		5,081.10	
Fund: 425 2719 Lexington Avenue					
Department: 02-00 ADMINISTRATION					
425-02-00-430000	Professional Services	Kennedy & Graven, Chartere NON RETAINER FEES - UNION NEG, M&O CT		5,383.50	113537
425-02-00-430000	Professional Services	Kennedy & Graven, Chartere NON RETAINER FEES - UNION NEG, M&O CT		5,383.50	113537
		Total Department 02-00 ADMINISTRATION		10,767.00	
		Total Fund 425 2719 Lexington Avenue		10,767.00	
Fund: 532 2012 Port Authority Bond					
Department: 62-00 BOND PAYMENTS					
532-62-00-430000	Professional Services	Bond Trust Services Corp. 2012A BOND PAYING AGENT FEE		475.00	113500
		Total Department 62-00 BOND PAYMENTS		475.00	
		Total Fund 532 2012 Port Authority Bond		475.00	
Fund: 533 2015 TIF Bonds (2015A)					
Department: 62-00 BOND PAYMENTS					
533-62-00-430000	Professional Services	Bond Trust Services Corp. 2015A BOND PAYING AGENT FEE		475.00	113500
		Total Department 62-00 BOND PAYMENTS		475.00	
		Total Fund 533 2015 TIF Bonds (2015A)		475.00	
Fund: 583 TIF DISTRICT #21 - CPC REDEVELOPMENT					
Department: 57-00 EDA - GENERAL					
583-57-00-448002	Administrative Charge TIF	Ehlers & Associates, Inc. TIF REPORTING - 2024 REPORTS		888.75	113477
		Total Department 57-00 EDA - GENERAL		888.75	
		Total Fund 583 TIF DISTRICT #21 - CPC REDEVELOPMENT		888.75	
Fund: 585 TIF District #17-Twin Lakes					

INVOICE DISTRIBUTION REPORT FOR CITY OF ROSEVILLE

GL Number	GL # Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 585 TIF District #17-Twin Lakes					
Department: 57-00 EDA - GENERAL					
585-57-00-448002	ADMINISTRATIVE CHARGE TIF	Ehlers & Associates, Inc.	TIF REPORTING - 2024 REPORTS	888.75	113477
585-57-00-448002	ADMINISTRATIVE CHARGE TIF	Ehlers & Associates, Inc.	REVIEW OF TIF 17 ADMINISTRATION COSTS	295.00	113475
			Total Department 57-00 EDA - GENERAL	1,183.75	
			Total Fund 585 TIF District #17-Twin Lakes	1,183.75	
Fund: 586 TIF #18 Sienna Green					
Department: 57-00 EDA - GENERAL					
586-57-00-448002	ADMINISTRATIVE CHARGE TIF	Ehlers & Associates, Inc.	TIF REPORTING - 2024 REPORTS	888.75	113477
			Total Department 57-00 EDA - GENERAL	888.75	
			Total Fund 586 TIF #18 Sienna Green	888.75	
Fund: 588 TIF District #20: McGough					
Department: 57-00 EDA - GENERAL					
588-57-00-448002	Administrative Charge TIF	Ehlers & Associates, Inc.	TIF REPORTING - 2024 REPORTS	888.75	113477
			Total Department 57-00 EDA - GENERAL	888.75	
			Total Fund 588 TIF District #20: McGough	888.75	
Fund: 589 TIF District #22 Twin Lakes II					
Department: 57-00 EDA - GENERAL					
589-57-00-448002	Administrative Charge TIF	Ehlers & Associates, Inc.	TIF REPORTING - 2024 REPORTS	888.75	113477
			Total Department 57-00 EDA - GENERAL	888.75	
			Total Fund 589 TIF District #22 Twin Lakes II	888.75	
Fund: 590 Special Assmt. Construction					
Department: 20-23 STREET CONSTRUCTION					
590-20-23-430000-PW2504	Professional Services	Braun Intertec Corporation	2025 PMP - CONSTRUCTION MATERIALS TES	3,739.00	113466
590-20-23-430000-PW2504	Professional Services	Braun Intertec Corporation	2025 PMP - CONSTRUCTION MATERIALS TES	5,656.50	113466
			Total Department 20-23 STREET CONSTRUCTION	9,395.50	
			Total Fund 590 Special Assmt. Construction	9,395.50	
Fund: 592 Street Construction - 2022					
Department: 20-23 STREET CONSTRUCTION					
592-20-23-490000-PW2222	Contractor Payments	Braun Intertec Corporation	MCCARRONS RETAINING WALL	1,477.00	113465
			Total Department 20-23 STREET CONSTRUCTION	1,477.00	
			Total Fund 592 Street Construction - 2022	1,477.00	
Fund: 600 Sanitary Sewer					
Department: 00-00 GENERAL					
600-00-00-202000	Accounts Payable	DOUGLAS HESLEY	UB refund for account: 026965-000	11.83	113583
600-00-00-202000	Accounts Payable	EDWARD ZOERB	UB refund for account: 007868-000	7.09	113584
600-00-00-202000	Accounts Payable	EDWARD ZOERB	UB refund for account: 007868-000	15.95	113584
600-00-00-202000	Accounts Payable	FRANK HUTTON	UB refund for account: 026914-000	1.88	113578
600-00-00-202000	Accounts Payable	FRANK HUTTON	UB refund for account: 026914-000	15.01	113578
600-00-00-202000	Accounts Payable	JEREMY GREEN	UB refund for account: 015613-000	26.99	113579
600-00-00-202000	Accounts Payable	JEREMY GREEN	UB refund for account: 015613-000	44.37	113579
600-00-00-202000	Accounts Payable	JORGE MARTINEZ	UB refund for account: 010084-000	7.80	113576
600-00-00-202000	Accounts Payable	JORGE MARTINEZ	UB refund for account: 010084-000	11.95	113576
600-00-00-202000	Accounts Payable	MICHAEL NELSON	UB refund for account: 021304-000	26.14	113577
600-00-00-202000	Accounts Payable	MICHAEL NELSON	UB refund for account: 021304-000	18.34	113577

INVOICE DISTRIBUTION REPORT FOR CITY OF ROSEVILLE

GL Number	GL # Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 600 Sanitary Sewer					
Department: 00-00 GENERAL					
600-00-00-202000	Accounts Payable	MICHELLE MEHMEN	UB refund for account: 022076-000	4.05	113582
600-00-00-202000	Accounts Payable	MICHELLE MEHMEN	UB refund for account: 022076-000	8.82	113582
Total Department 00-00 GENERAL				200.22	
Department: 50-00 SANITARY SEWER					
600-50-00-424000	Operating Supplies	Tri State Bobcat, Inc	22 "RECYCLER MAX TORO	475.00	113538
600-50-00-430000	Professional Services	Gopher State One Call	LOCATES JULY 2025	202.50	4788
600-50-00-436000	Utilities	Xcel Energy	51-0011038709-9	2,040.04	4802
600-50-00-438000	Rental	2277 ROSEVILLE LLC	MONTHLY LEASE PAYMENT	1,773.09	4820
600-50-00-439000	CONTRACT MAINTENANCE	Advanced Engineering & Env	ON-SITE GENERATOR AT DALE/OWASSO LS.	945.00	113545
600-50-00-443600	Software Operating Charges	CivicPlus LLC	ASSET MANAGEMENT ANNUAL SUBSCRIPTION	14,920.70	113484
600-50-00-445000	Metro Waste Control Board	Metropolitan Council	WASTE WATER SERVICES	307,853.32	4791
600-50-00-453000	Other Improvements	MILBANK WINWATER WORKS	MINET COLLECTOR, V4,AC,ATT,C3	36,308.01	113569
600-50-00-453000-PW2302	Other Improvements	Bolton & Menk, Inc.	DALE/OWASSO LFT STATION	8,247.00	113481
Total Department 50-00 SANITARY SEWER				372,764.66	
Total Fund 600 Sanitary Sewer				372,964.88	
Fund: 610 Water Fund					
Department: 00-00 GENERAL					
610-00-00-202000	Accounts Payable	DOUGLAS HESLEY	UB refund for account: 026965-000	0.65	113583
610-00-00-202000	Accounts Payable	DOUGLAS HESLEY	UB refund for account: 026965-000	12.00	113583
610-00-00-202000	Accounts Payable	EDWARD ZOERB	UB refund for account: 007868-000	0.88	113584
610-00-00-202000	Accounts Payable	EDWARD ZOERB	UB refund for account: 007868-000	16.19	113584
610-00-00-202000	Accounts Payable	FRANK HUTTON	UB refund for account: 026914-000	0.83	113578
610-00-00-202000	Accounts Payable	FRANK HUTTON	UB refund for account: 026914-000	15.24	113578
610-00-00-202000	Accounts Payable	JAMES IRVING	UB refund for account: 019178-000	62.32	113580
610-00-00-202000	Accounts Payable	JEREMY GREEN	UB refund for account: 015613-000	2.45	113579
610-00-00-202000	Accounts Payable	JEREMY GREEN	UB refund for account: 015613-000	45.07	113579
610-00-00-202000	Accounts Payable	JOEL JOHNSTON	UB refund for account: 020416-000	54.04	113581
610-00-00-202000	Accounts Payable	JORGE MARTINEZ	UB refund for account: 010084-000	0.66	113576
610-00-00-202000	Accounts Payable	JORGE MARTINEZ	UB refund for account: 010084-000	12.14	113576
610-00-00-202000	Accounts Payable	MICHAEL NELSON	UB refund for account: 021304-000	1.01	113577
610-00-00-202000	Accounts Payable	MICHAEL NELSON	UB refund for account: 021304-000	18.64	113577
610-00-00-202000	Accounts Payable	MICHELLE MEHMEN	UB refund for account: 022076-000	0.49	113582
610-00-00-202000	Accounts Payable	MICHELLE MEHMEN	UB refund for account: 022076-000	8.96	113582
Total Department 00-00 GENERAL				251.57	
Department: 51-00 WATER FUND					
610-51-00-424000	Operating Supplies	Fra-Dor Inc.	ASPHALT SPOILS DISPOSAL	794.40	113529
610-51-00-424000	Operating Supplies	MARTIN MARIETTA MATERIALS,	ASPHALT PATCHING MATERIAL	1,195.51	113467
610-51-00-424000	Operating Supplies	SUPERIOR SAND AND GRAVEL I	WATER BREAK SPOIL DISPOSAL	360.00	113515
610-51-00-424000	Operating Supplies	SUPERIOR SAND AND GRAVEL I	WATER REPAIR SPOIL DISPOSAL	1,270.00	113515
610-51-00-430000	Professional Services	Gopher State One Call	LOCATES JULY 2025	202.50	4788
610-51-00-430000	Professional Services	Twin City Water Clinic, In	JULY DISTRIBUTION SAMPLES	980.00	113527
610-51-00-436000	Utilities	Xcel Energy	51-5185476-9	6,463.40	4798
610-51-00-438000	Rental	2277 ROSEVILLE LLC	MONTHLY LEASE PAYMENT	1,773.09	4820
610-51-00-439000	CONTRACT MAINTENANCE	Q3 Contracting, Inc.	TRAFFIC CONTROL PLAN	125.00	113540
610-51-00-439000	CONTRACT MAINTENANCE	Q3 Contracting, Inc.	TRAFFIC CONTROL	309.40	113540
610-51-00-439000	CONTRACT MAINTENANCE	Q3 Contracting, Inc.	TRAFFIC CONTROL	236.00	113540
610-51-00-443600	Software Operating Charges	CivicPlus LLC	ASSET MANAGEMENT ANNUAL SUBSCRIPTION	14,920.69	113484
610-51-00-443600	Software Operating Charges	Comcast	706 SHRYER ETHERNET	520.61	113473
610-51-00-453000	Other Improvements	MILBANK WINWATER WORKS	5 / 8X3 / 4 SSM METER 18N/MS~A1- R10D	174,807.60	113569

INVOICE DISTRIBUTION REPORT FOR CITY OF ROSEVILLE

GL Number	GL # Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 610 Water Fund					
Department: 51-00 WATER FUND					
610-51-00-453000	Other Improvements	MILBANK WINWATER WORKS	5 / 8X3 / 4 SSM METER 18N/MS-A1- R10D	112,483.80	113569
610-51-00-453006-PW2601	Water Meters	Short Elliott Hendrickson,	WATER PIT AND METER REPLACEMENTS	1,032.05	4804
610-51-00-490000-PW2511	Payments to Contractors	ALL ENERGY SOLAR INC	BOOSTER STATION SOLAR INSTALLATION	5,144.90	113517
Total Department 51-00 WATER FUND				322,618.95	
Total Fund 610 Water Fund				322,870.52	
Fund: 620 Golf Course					
Department: 00-00 GENERAL					
620-00-00-209001	Use Tax Payable	Xcel Energy	51-5185467-8	(94.55)	4795
Total Department 00-00 GENERAL				(94.55)	
Department: 52-51 CEDARHOLM GOLF COURSE					
620-52-51-372300	Concession Sales	Tio's Food and Beverage	MAY FOOD SALES	582.00	113504
620-52-51-372300	Concession Sales	Tio's Food and Beverage	JULY FOOD SALES	751.00	113504
620-52-51-424000	Operating Supplies	HARRELL'S INC	15-2-15 TRU-PRILLED MICRO 50LB	673.44	113520
620-52-51-425000	Merchandise for Sale	Capitol Beverage Sales, LP	ALCOHOL FOR RESALE	505.15	4989
620-52-51-425000	Merchandise for Sale	Small Lot MN	WINE FOR RESALE	218.00	113564
620-52-51-430000	Professional Services	PURE TAP INC	DRAUGHT LINE CLEANING	75.00	113568
620-52-51-436000	Utilities	Xcel Energy	51-5185467-8	1,469.88	4795
620-52-51-439000	CONTRACT MAINTENANCE	Fikes, Inc.	RESTROOM CLEANING - AUGUST	167.03	4812
620-52-51-439000	CONTRACT MAINTENANCE	Fikes, Inc.	RESTROOM CLEANING - JULY	167.03	4812
Total Department 52-51 CEDARHOLM GOLF COURSE				4,608.53	
Total Fund 620 Golf Course				4,513.98	
Fund: 640 Storm Drainage					
Department: 00-00 GENERAL					
640-00-00-202000	Accounts Payable	DOUGLAS HESLEY	UB refund for account: 026965-000	7.05	113583
640-00-00-202000	Accounts Payable	EDWARD ZOERB	UB refund for account: 007868-000	9.51	113584
640-00-00-202000	Accounts Payable	FRANK HUTTON	UB refund for account: 026914-000	8.95	113578
640-00-00-202000	Accounts Payable	JEREMY GREEN	UB refund for account: 015613-000	26.45	113579
640-00-00-202000	Accounts Payable	JORGE MARTINEZ	UB refund for account: 010084-000	7.13	113576
640-00-00-202000	Accounts Payable	MICHAEL NELSON	UB refund for account: 021304-000	10.94	113577
640-00-00-202000	Accounts Payable	MICHELLE MEHMEN	UB refund for account: 022076-000	5.26	113582
Total Department 00-00 GENERAL				75.29	
Department: 54-00 STORM WATER					
640-54-00-424000	Operating Supplies	White Cap, LP	MORTAR REPAIR PRODUCT	203.60	113505
640-54-00-424000	Operating Supplies	WM Corporate Services, Inc	SPRING STREET SWEEPINGS DISPOSAL	2,310.63	113482
640-54-00-430000	Professional Services	Gopher State One Call	LOCATES JULY 2025	202.50	4788
640-54-00-430000	Professional Services	Timesaver Off Site Secreta	PWET MINUTES	212.50	4815
640-54-00-436000	Utilities	Xcel Energy	51-5185472-5	3,128.60	4993
640-54-00-436000	Utilities	Xcel Energy	51-0012990252-6	21.18	4803
640-54-00-438000	Rental	2277 ROSEVILLE LLC	MONTHLY LEASE PAYMENT	1,773.09	4820
640-54-00-439000	CONTRACT MAINTENANCE	Plaisted Companies, Inc	STREETS SWEEPINGS HAUL OUT	1,080.00	113525
640-54-00-439000	CONTRACT MAINTENANCE	Roadkill Animal Control	DEAR REMOVAL SERVICE	129.00	113494
640-54-00-439000-PW2509	CONTRACT MAINTENANCE	MNL	BMP MAINTENANCE CORPUS CHRISTI	250.00	113501
640-54-00-439000-PW2509	CONTRACT MAINTENANCE	MNL	BMP MAINTENANCE FAIRVIEW & C	400.00	113501
640-54-00-443600	Software Operating Charges	CivicPlus LLC	ASSET MANAGEMENT ANNUAL SUBSCRIPTION	14,920.70	113484
640-54-00-453000	Other Improvements	WWGoetsch Associates, Inc.	200HP, 900 RPM MOTOR FOR STCROIX PUMP	45,974.00	113536
Total Department 54-00 STORM WATER				70,605.80	
Total Fund 640 Storm Drainage				70,681.09	

INVOICE DISTRIBUTION REPORT FOR CITY OF ROSEVILLE

GL Number	GL # Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 650 ENVIRONMENTAL					
Department: 00-00 GENERAL					
650-00-00-202000	Accounts Payable	DOUGLAS HESLEY	UB refund for account: 026965-000	4.02	113583
650-00-00-202000	Accounts Payable	EDWARD ZOERB	UB refund for account: 007868-000	5.42	113584
650-00-00-202000	Accounts Payable	FRANK HUTTON	UB refund for account: 026914-000	5.10	113578
650-00-00-202000	Accounts Payable	JEREMY GREEN	UB refund for account: 015613-000	15.07	113579
650-00-00-202000	Accounts Payable	JORGE MARTINEZ	UB refund for account: 010084-000	4.06	113576
650-00-00-202000	Accounts Payable	MICHAEL NELSON	UB refund for account: 021304-000	6.23	113577
650-00-00-202000	Accounts Payable	MICHELLE MEHMEN	UB refund for account: 022076-000	2.99	113582
Total Department 00-00 GENERAL				42.89	
Department: 65-00 SOLID WASTE RECYCLE					
650-65-00-453000	Other Improvements	TOTER, LLC	RECYCLING CARTS	33,305.28	113514
Total Department 65-00 SOLID WASTE RECYCLE				33,305.28	
Total Fund 650 ENVIRONMENTAL				33,348.17	
Fund: 710 Risk Management					
Department: 61-00 RISK MANAGEMENT					
710-61-00-430000	Professional Services	MN DEPT OF VETERANS AFFAIR OAH CASE 3100-40939 STORLIE		324.00	113521
710-61-00-430000	Professional Services	Stericycle, Inc.	STERI-SAFE BUDGET SUBSCRIPTION	341.68	113535
710-61-00-430009	Administrative Claims	STORLIE, CHARLES L	VPA SETTLEMENT	3,000.00	113573
710-61-00-430010	Police Admin. Claims	MCDONALD HOPKINS LLC	LEGAL SERVICES - DATA BREACH	1,758.15	113513
710-61-00-441000	Training	Midwest Training Associate	CONFINED SPACE TRAININGS	450.00	113549
710-61-00-441000	Training	OECS - 170064	SAFETY SEP	600.00	113561
Total Department 61-00 RISK MANAGEMENT				6,473.83	
Total Fund 710 Risk Management				6,473.83	
Fund: 722 HRA PROPERTY ABATEMENT					
Department: 57-78 EDA - NEIGHBORHOOD ENHANCEMENT PROGRAM					
722-57-78-490000	Contractor Payments	PURPLE GOATS LLC	ACCELERATED ABATEMENT - GRASS	150.00	113516
Total Department 57-78 EDA - NEIGHBORHOOD ENHANCEMENT PROGRAM				150.00	
Total Fund 722 HRA PROPERTY ABATEMENT				150.00	
Fund: 725 EDA Operating Fund					
Department: 57-00 EDA - GENERAL					
725-57-00-430000	Professional Services	TimeSaver Off Site Secreta	EDA MINUTES	172.00	4815
Total Department 57-00 EDA - GENERAL				172.00	
Total Fund 725 EDA Operating Fund				172.00	

INVOICE DISTRIBUTION REPORT FOR CITY OF ROSEVILLE

GL Number	GL # Line Desc	Vendor Name	Invoice Description	Amount	Check Number
--- TOTALS BY GL DISTRIBUTION ---					
		100-00-00-210500	Life Ins. Employee	3,290.35	
		100-00-00-210502	Employer Life Insurance	659.20	
		100-00-00-210900	Long Term Disability	4,060.68	
		100-00-00-211100	ICMA Def Comp	10,952.92	
		100-00-00-211101	Mission SQ Roth	350.00	
		100-01-00-430000	Professional Services	961.50	
		100-02-00-430000	Professional Services	78,386.00	
		100-04-00-420000	Office Supplies	237.67	
		100-04-00-430000	Professional Services	3,700.00	
		100-06-00-430000	Professional Services	19,257.10	
		100-08-00-424000	Operating Supplies	297.89	
		100-08-00-431100	Postage	370.00	
		100-10-00-422000	Clothing	3,169.64	
		100-10-00-430001	Dispatching Services	39,777.84	
		100-10-00-431000	Telephone	40.01	
		100-10-00-441000	Training	30.00	
		100-10-00-442000-PD0006	Memberships & Subscriptions	600.00	
		100-13-00-422000	Clothing	211.78	
		100-13-00-423000	Vehicle Supplies & Maintenance	1,531.89	
		100-13-00-437000	Contract Maint. - Vehicles	2,600.60	
		100-13-00-439000	CONTRACT MAINTENANCE	10,142.82	
		100-13-00-441000	Training	1,580.00	
		100-13-13-436000	Utilities	3,131.94	
		100-13-13-436000-FD2660	Utilities	402.09	
		100-13-18-436000	Utilities	82.13	
		100-20-20-420000	Office Supplies	47.53	
		100-20-20-424000	Operating Supplies	925.00	
		100-20-20-430000	Professional Services	5,099.00	
		100-20-21-424000	Operating Supplies	1,615.48	
		100-20-21-443600	Software Operating Charges	5,000.00	
		100-20-22-436000	Utilities	17,530.44	
		100-20-22-439000	CONTRACT MAINTENANCE	975.12	
		100-20-30-421000	Motor Fuel	9,741.45	
		100-20-30-422000	Clothing	92.46	
		100-20-30-423000	Vehicle Supplies & Maintenance	2,045.75	
		100-20-30-437000	Contract Maint. - Vehicles	3,392.22	
		100-23-00-424000	Op Supplies-City Hall	4,926.29	
		100-23-00-430000	Professional Services	10,090.89	
		100-23-00-436001	Utilities-City Hall	4,345.63	
		100-23-00-436001-PW2660	Utilities-City Hall	402.09	
		100-23-00-436003	Utilities-City Garage	2,256.93	
		100-23-00-436003-PW2660	Utilities-City Garage	1,381.15	
		100-23-00-439001	CONTRACT MAINTENANCE - CITY HALL	21,198.50	
		100-23-00-439003	Contract Maint.- City Garage	6,726.78	
		100-23-00-439010	Contract Mani. - HVAC	540.00	
		100-23-00-439011	Fiber Maint. & Locates	4,358.16	
		110-09-00-442000	Memberships & Subscriptions	24,527.95	
		200-00-00-230160	Deposits-Arboretum Bricks	615.00	
		200-40-40-420000	Office Supplies	47.53	
		200-40-40-430000	Professional Services	175.00	
		200-40-40-432000	Transportation	439.60	
		200-40-40-434000	Printing	5,801.85	

INVOICE DISTRIBUTION REPORT FOR CITY OF ROSEVILLE

GL Number	GL # Line Desc	Vendor Name	Invoice Description	Amount	Check Number
		200-40-41-344000-PR0281	Fee Program Revenue	50.00	
		200-40-41-424000-PR0212	Operating Supplies	3,555.00	
		200-40-41-430000-PR0210	Professional Services	240.00	
		200-40-41-430000-PR0211	Professional Services	5,632.00	
		200-40-41-430000-PR0212	Professional Services	4,309.50	
		200-40-41-430000-PR0234	Professional Services	3,670.80	
		200-40-41-430000-PR0248	Professional Services	2,128.00	
		200-40-41-430000-PR0249	Professional Services	6,560.00	
		200-40-41-430000-PR0252	Professional Services	1,500.00	
		200-40-41-430000-PR0260	Professional Services	5,602.10	
		200-40-41-436000-PR0253	Utilities	2,092.62	
		200-40-42-424000-PR0105	Operating Supplies	137.40	
		200-40-42-430000-PR0115	Professional Services	700.00	
		200-40-42-438000	Rental	74.00	
		200-40-49-439000	CONTRACT MAINTENANCE	112,882.00	
		200-40-50-424000-PR0119	Operating Supplies	205.03	
		200-40-50-436000-PR0119	Utilities	856.74	
		200-40-50-439000-PR0119	CONTRACT MAINTENANCE	1,171.23	
		200-40-53-420000	Office Supplies	166.74	
		200-40-53-422000	Clothing	429.57	
		200-40-53-424000	Operating Supplies	1,278.38	
		200-40-53-430000-PR5505	Professional Services	2,332.50	
		200-40-53-436000	Utilities	17,465.64	
		200-40-53-439000	CONTRACT MAINTENANCE	5,386.84	
		201-40-50-424000-PR0119	Operating Supplies	16,510.00	
		204-40-43-424000	Operating Supplies	578.19	
		204-40-43-431000	Telephone	356.92	
		204-40-43-431000-PR0627	Telephone	35.01	
		204-40-43-436000	Utilities	6,068.62	
		260-00-00-230130-CD1320	Development Escrow	3,874.25	
		260-56-17-431000	Telephone	38.38	
		260-56-57-430000	Professional Services	172.00	
		260-56-57-433000	Advertising	163.90	
		265-05-00-424000	Operating Supplies	333.95	
		265-05-00-430000	Professional Services	2,248.13	
		265-05-00-431000	Telephone	120.86	
		265-05-00-432000	Transportation	267.40	
		265-05-00-436000	Utilities	967.77	
		400-10-00-452000	Vehicles / Equipment	10,504.18	
		401-13-00-453000	Other Improvements	2,504.54	
		401-13-13-452004	Fire Department Vehicles	6,329.90	
		409-08-00-438101	Postage Meter	332.00	
		410-40-53-452000	Vehicles & Equipment	18,408.00	
		411-40-40-453000-PR2318	Recreation Improvements	15,750.00	
		413-20-00-430000	Professional Services	1,693.70	
		414-05-00-430000	Professional Services	5,081.10	
		425-02-00-430000	Professional Services	10,767.00	
		532-62-00-430000	Professional Services	475.00	
		533-62-00-430000	Professional Services	475.00	
		583-57-00-448002	Administrative Charge TIF	888.75	
		585-57-00-448002	ADMINISTRATIVE CHARGE TIF	1,183.75	
		586-57-00-448002	ADMINISTRATIVE CHARGE TIF	888.75	
		588-57-00-448002	Administrative Charge TIF	888.75	
		589-57-00-448002	Administrative Charge TIF	888.75	

INVOICE DISTRIBUTION REPORT FOR CITY OF ROSEVILLE

GL Number	GL # Line Desc	Vendor Name	Invoice Description	Amount	Check Number
		590-20-23-430000-PW2504	Professional Services	9,395.50	
		592-20-23-490000-PW2222	Contractor Payments	1,477.00	
		600-00-00-202000	Accounts Payable	200.22	
		600-50-00-424000	Operating Supplies	475.00	
		600-50-00-430000	Professional Services	202.50	
		600-50-00-436000	Utilities	2,040.04	
		600-50-00-438000	Rental	1,773.09	
		600-50-00-439000	CONTRACT MAINTENANCE	945.00	
		600-50-00-443600	Software Operating Charges	14,920.70	
		600-50-00-445000	Metro Waste Control Board	307,853.32	
		600-50-00-453000	Other Improvements	36,308.01	
		600-50-00-453000-PW2302	Other Improvements	8,247.00	
		610-00-00-202000	Accounts Payable	251.57	
		610-51-00-424000	Operating Supplies	3,619.91	
		610-51-00-430000	Professional Services	1,182.50	
		610-51-00-436000	Utilities	6,463.40	
		610-51-00-438000	Rental	1,773.09	
		610-51-00-439000	CONTRACT MAINTENANCE	670.40	
		610-51-00-443600	Software Operating Charges	15,441.30	
		610-51-00-453000	Other Improvements	287,291.40	
		610-51-00-453006-PW2601	Water Meters	1,032.05	
		610-51-00-490000-PW2511	Payments to Contractors	5,144.90	
		620-00-00-209001	Use Tax Payable	(94.55)	
		620-52-51-372300	Concession Sales	1,333.00	
		620-52-51-424000	Operating Supplies	673.44	
		620-52-51-425000	Merchandise for Sale	723.15	
		620-52-51-430000	Professional Services	75.00	
		620-52-51-436000	Utilities	1,469.88	
		620-52-51-439000	CONTRACT MAINTENANCE	334.06	
		640-00-00-202000	Accounts Payable	75.29	
		640-54-00-424000	Operating Supplies	2,514.23	
		640-54-00-430000	Professional Services	415.00	
		640-54-00-436000	Utilities	3,149.78	
		640-54-00-438000	Rental	1,773.09	
		640-54-00-439000	CONTRACT MAINTENANCE	1,209.00	
		640-54-00-439000-PW2509	CONTRACT MAINTENANCE	650.00	
		640-54-00-443600	Software Operating Charges	14,920.70	
		640-54-00-453000	Other Improvements	45,974.00	
		650-00-00-202000	Accounts Payable	42.89	
		650-65-00-453000	Other Improvements	33,305.28	
		710-61-00-430000	Professional Services	665.68	
		710-61-00-430009	Administrative Claims	3,000.00	
		710-61-00-430010	Police Admin. Claims	1,758.15	
		710-61-00-441000	Training	1,050.00	
		722-57-78-490000	Contractor Payments	150.00	
		725-57-00-430000	Professional Services	172.00	
--- TOTALS BY FUND ---					
		100	General Fund	288,514.92	
		110	Telecommunications	24,527.95	
		200	Recreation Fund	185,505.07	
		201	Recreation Donations	16,510.00	
		204	PARK MAINTENANCE	7,038.74	
		260	Community Development	4,248.53	
		265	License Center	3,938.11	

INVOICE DISTRIBUTION REPORT FOR CITY OF ROSEVILLE

GL Number	GL # Line Desc	Vendor Name	Invoice Description	Amount	Check Number
		400	Equipment Revolving	10,504.18	
		401	Fire Equipment	8,834.44	
		409	CENTRAL SERVICES FUND	332.00	
		410	GENERAL FACILITIES REPLACEMENT FUND	18,408.00	
		411	Recreation Improvements	15,750.00	
		413	MAINTENANCE FACILITY	1,693.70	
		414	PASSPORT / LICENSE CENTER	5,081.10	
		425	2719 Lexington Avenue	10,767.00	
		532	2012 Port Authority Bond	475.00	
		533	2015 TIF Bonds (2015A)	475.00	
		583	TIF DISTRICT #21 - CPC REDEVELOPMENT	888.75	
		585	TIF District #17-Twin Lakes	1,183.75	
		586	TIF #18 Sienna Green	888.75	
		588	TIF District #20: McGough	888.75	
		589	TIF District #22 Twin Lakes II	888.75	
		590	Special Assmt. Construction	9,395.50	
		592	Street Construction - 2022	1,477.00	
		600	Sanitary Sewer	372,964.88	
		610	Water Fund	322,870.52	
		620	Golf Course	4,513.98	
		640	Storm Drainage	70,681.09	
		650	ENVIRONMENTAL	33,348.17	
		710	Risk Management	6,473.83	
		722	HRA PROPERTY ABATEMENT	150.00	
		725	EDA Operating Fund	172.00	
		Total For All Funds:		1,429,389.46	

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 9/8/2025

Item No.: 10.b.

Department Approval

City Manager Approval



Item Description: Approve Ordinance Extending Cable Franchise Agreement with Comcast through 2032

Background

The North Suburban Communications (the “NSCC”) is a municipal joint powers commission that negotiates and administers the cable franchises on behalf of its nine member cities. Following a long and contentious franchise renewal process, the NSCC and Comcast agreed upon a renewed cable television franchise in 2017. All the member cities adopted ordinances approving the cable television franchise and Comcast accepted it (Attachment 1). At the time, the 2017 cable television franchise was considered one of the best, if not the best, cable television franchise in the metro area. In 2025, it remains one of the best in the metro, and it continues to meet the needs of the member cities as it relates to the provision of cable service.

In 2024, Comcast sent a notice to the NSCC that it desired to renew the cable television franchise, which had a term through 2027. Shortly after receiving the notice, the NSCC adopted a resolution commencing the renewal process and sent a letter to Comcast in response to Comcast agreeing to pursue the cable television franchise renewal through the informal – contract negotiation – process as contemplated in the federal cable act. In 2025, NSCC counsel and Comcast tentatively agreed on a cable franchise renewal extension that would extend the current terms and conditions of the cable television franchise through 2032. The NSCC recommended adoption of the Franchise Extension Agreement Ordinance by the City and all of its member cities at its meeting in May (Attachment 2).

Policy Objectives

A cable franchise agreement allows for managed use of right-of-way to benefit the community. The franchise agreement provides resources to the City in exchange for the use of City right-of-way, including the ability to transmit public, educational, and governmental (PEG) programming. The agreement also allows residents and businesses to receive cable TV and other technologies from Comcast.

Equity Impact Summary

An equity analysis was not conducted as part of this request, but it should be noted that the franchise agreement requires universal service across all portions of Roseville including lower-income areas.

Budget Implications

36 The City receives a franchise fee annually from Comcast for the use of City right-of-way
37 that totals approximately \$309,000. Approximately \$100,000 of that amount is paid by the
38 City to the NSCC each year as a fee for providing the franchise administration services for
39 the City.

40
41 **Staff Recommendations**

42 Staff recommends approval of the ordinance extending the cable franchise agreement with
43 Comcast through 2032.

44
45 **Requested Council Action**

46 Motion to approve an ordinance extending the cable franchise agreement with Comcast
47 through 2032.

48
49 **Prepared by:** Patrick Trudgeon, City Manager

Attachments: 1. 2017 Cable Franchise Ordinance with Comcast
2. 2025 Cable Franchise Ordinance Extension with Comcast

50

ORDINANCE NO. 1533

CITY OF ROSEVILLE

CABLE TELEVISION FRANCHISE ORDINANCE

Date: October 9, 2017

Prepared by:

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ORDINANCE NO. 1533

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

The City Council of the City of Roseville ordains:

STATEMENT OF INTENT AND PURPOSE

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

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

FINDINGS

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

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

SECTION 1. SHORT TITLE AND DEFINITIONS

1. Short Title. This Franchise Ordinance shall be known and cited as the Comcast Cable Franchise Ordinance.

2. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory.

a. "Basic Cable Service" shall be defined as set forth in applicable law, which is currently defined in 47 USC § 522(3) as any service tier which includes the retransmission of local television broadcast signals.

b. "City" means City of Roseville, a municipal corporation, in the State of Minnesota, acting by and through its City Council, or its lawfully appointed designee.

c. "City Council" means the governing body of the City.

d. "Cable Service" or "Service" shall be defined as set forth in applicable law, which is currently defined in 47 USC § 522(6) as the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

e. "Cable System" or "System" shall be defined as set forth in applicable law, which is currently defined in 47 USC § 522(7) as 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 1 or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of subchapter II of the Communications Act of 1934, as amended, except that such facility shall be considered a cable system (other than for purposes of section 541(c) of the Federal Cable Act) 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 573 of the Federal Cable Act; or (E) any facilities of any electric utility used solely for operating its electric utility system. This definition shall incorporate by reference the definition of "cable communications system" in Minnesota Statutes Section 238.02, Subdivision 3, as the same may be amended from time to time.

f. "Commission" means the North Suburban Communications Commission, a municipal Joint Powers Commission.

g. "Converter" means an electronic device such as a set-top box or digital adapter which converts signals to a frequency acceptable to a television receiver of a Subscriber and by an appropriate selector permits a Subscriber to view all Subscriber signals included in the service.

h. "Drop" means the cable that connects the ground block on the Subscriber's residence or institution to the nearest feeder cable of the System.

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

j. "Franchise" or "Cable Franchise" means this ordinance and the regulatory and contractual relationship established hereby.

k. "Grantee" or "Comcast" is Comcast of Minnesota, Inc., its lawful successors, transferees or assignees.

l. "Gross Revenues" shall be defined as and shall be construed broadly to include all revenues derived directly or indirectly by Comcast and/or an Affiliate that is a cable operator of the Cable System, from the operation of Comcast's Cable System to provide Cable Services within the City (including cash, credits, property or other consideration of any kind or nature). Gross revenues include, by way of illustration and not limitation: monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event and video-on-demand Cable Services); installation, reconnection, downgrade, upgrade or similar charges associated with changes in subscriber Cable Service levels; fees paid to Comcast for channels designated for commercial/leased access use; converter, remote control, lockout device and other Cable Service equipment rentals and/or leases or sales; advertising revenues received or derived by Comcast and/or its Affiliates, including, but not limited to, rep fees, Affiliate fees, rebates and commissions, but excluding unaffiliated agency fees; late fees, convenience fees and administrative fees; revenues from program guides; franchise fees; and commissions from home shopping channels and other revenue sharing arrangements. Gross Revenues subject to franchise fees shall include revenues derived from sales of advertising that run on Comcast's Cable System within the City and shall be allocated on a *pro rata* basis using total Cable Service subscribers reached by the advertising. Additionally, Comcast agrees that Gross Revenues subject to franchise fees shall include all commissions paid to National Cable Communications ("NCC") and Comcast Spotlight ("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. Gross revenues shall not include: actual bad debt write-offs, provided, however, that all or part of any such actual bad debt that is written off but subsequently collected shall be included in Gross Revenues in the period collected; and any taxes on

services furnished by Comcast imposed by any municipality, state or other governmental unit, provided that franchise fees shall not be regarded as such a tax.

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

ii. For purposes of this definition, the term "Affiliates" means any person(s) and/or entity(ies) who own or control, are owned or controlled by or are under common ownership or control with Comcast of Minnesota, Inc., but does not include affiliated entities such as NBCU and Spectacor that are not directly or indirectly involved with the programming, use, management, operation, construction, repair and/or maintenance of Comcast Corporation's cable systems.

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

m. "Installation" means the connection of the System from feeder cable to the point of connection with the Subscriber Converter or other terminal equipment.

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

o. "Memorandum of Understanding" or "MOU" means that certain agreement dated November 3, 1994, regarding PEG access funding, creation of a "PEG Fee" and certain rate regulatory issues.

p. "North Suburbs Access Corporation" or "NSAC" means that certain non-profit corporation or its lawful successor, designee, or assignee, which is delegated authority and responsibility for providing certain community programming functions including public access.

q. "North Suburban System" means the Cable System located in those municipalities collectively comprising the North Suburban Communication Commission.

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

s. "Right-of-Way" or "Rights-of-Way" means the area on, below, or above any real property in City in which the City has an interest including, but not limited to any street, road, highway, alley, sidewalk, parkway, park, skyway, or any other place, area, or real property owned by or under the control of City, including other dedicated Rights-of-Way for travel purposes and utility easements.

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

u. "Standard Installation" means any residential installation which can be completed using a Drop of 250 feet or less.

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

SECTION 2. GRANT OF AUTHORITY AND GENERAL PROVISIONS

1. Grant of Franchise.

a. This Franchise is granted pursuant to the terms and conditions contained herein.

b. Nothing in this Franchise shall be deemed to waive the lawful requirements of any generally applicable City ordinance existing as of the Effective Date.

c. Each and every term, provision or condition herein is subject to the provisions of state law, federal law, and local ordinances and regulations.

d. This Franchise shall not be interpreted to prevent the City from imposing additional lawful conditions, including additional compensation conditions for use of the Rights-of-Way, should Grantee provide service other than Cable Service.

e. No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

- i. Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City;
- ii. Any permit, agreement, or authorization required by the City for Right-of-Way users in connection with operations on or in Rights-of-Way or public property including, by way of example and not limitation, street cut permits; or
- iii. Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

f. This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the City has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide the Grantee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

g. This Franchise does not authorize or prohibit Grantee to provide telecommunications service or other services, or to construct, operate or maintain telecommunications facilities. This Franchise is not a bar to imposition of any lawful conditions on Grantee with respect to telecommunications, whether similar, different or the same as the conditions specified herein. This Franchise does not relieve Grantee of any obligation it may have to obtain from the City an authorization to provide telecommunications services or other services, or to construct, operate or maintain telecommunications facilities, or relieve Grantee of its obligation to comply with any such authorizations that may be lawfully required.

2. Grant of Nonexclusive Authority.

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

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

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

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

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

3. Lease or Assignment Prohibited. No Person may lease Grantee's System for the purpose of providing Service until and unless such Person shall have first obtained and shall currently hold a valid Franchise or other lawful authorization containing substantially similar burdens and obligations to this Franchise. Any assignment of rights under this Franchise shall be subject to and in accordance with the requirements of Section 10, Paragraph 5 (Sale or Transfer of Franchise).

4. Franchise Term. This Franchise shall be in effect for a period of ten (10) years from the date of acceptance by Grantee, unless sooner renewed, revoked or terminated as herein provided.

5. Previous Franchises. Upon acceptance by Grantee as required by Section 13 herein, this Franchise shall supersede and replace any previous Ordinance granting a Franchise to Grantee, as well as the November 3, 1994 Memorandum of Understanding, except as set forth in Section 6, paragraph 8(b) (Access Support) herein.

6. Compliance with Applicable Laws, Resolutions and Ordinances.

a. The terms of this Franchise shall define the contractual rights and obligations of Grantee with respect to the provision of Cable Service and operation of the System in City. However, the Grantee shall at all times during the term of this Franchise be subject to all lawful exercise of the police power, statutory rights, local ordinance-making authority, and eminent domain rights of City. Except as provided below, any modification or amendment to this Franchise, or the rights or obligations contained herein, must be within the lawful exercise of City's police power, in which case the provision(s) modified or amended herein shall be specifically referenced in an ordinance of the City authorizing such amendment or modification. This Franchise may also be modified or amended with the written consent of Grantee as provided in Section 13.3 (Amendment of Franchise Ordinance) herein.

b. Grantee shall comply with the terms of any City ordinance or regulation of general applicability which addresses usage of the Rights-of-Way within City which may have the effect of superseding, modifying or amending the terms of Section 3 (Construction Standards) and/or Section 8.5(c) (Reports and Maps to be Filed with City) herein, except that Grantee shall not, through application of such City ordinance or regulation of Rights-of-Way, be subject to additional burdens with respect to usage of Rights-of-Way which exceed burdens on similarly situated Rights-of-Way users.

c. In the event of any conflict between Section 3 (Construction Standards) and/or Section 8.5(c) (Reports and Maps to be Filed with City) of this Franchise and any City ordinance or regulation which addresses usage of the Rights-of-Way, the conflicting terms in Section 3 (Construction Standards) and/or Section 8.5(c) (Reports and Maps to be Filed with City) of this Franchise shall be superseded by such City ordinance or regulation, except that Grantee shall not, through application of such City ordinance or regulation of Rights-of-Way, be subject to additional burdens with respect to usage of Rights-of-Way which exceed burdens on similarly situated Rights-of-Way users.

d. In the event any City ordinance or regulation which addresses usage of the Rights-of-Way adds to, modifies, amends, or otherwise differently addresses issues addressed in Section 3 (Construction Standards) and/or Section 8.5(c) (Reports and Maps to be Filed with City) of this Franchise, Grantee shall comply with such ordinance or regulation of general applicability, regardless of which requirement was first adopted except that Grantee shall not, through application of such City ordinance or regulation of Rights-of-Way, be subject to additional burdens with respect to usage of Rights-of-Way which exceed burdens on similarly situated Rights-of-Way users.

e. In the event Grantee cannot determine how to comply with any Right-of-Way requirement of City, whether pursuant to this Franchise or other requirement, Grantee shall immediately provide written notice of such question, including Grantee's proposed interpretation, to the City with copy to the North Suburban Cable Communications Commission, in accordance with Section 2.9 (Written Notice). The City or Commission shall provide a written response within fourteen (14) days of receipt

indicating how the requirements cited by Grantee apply. Grantee may proceed in accordance with its proposed interpretation in the event a written response is not received within seventeen (17) days of mailing or delivering such written question.

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

8. Territorial Area Involved. This Franchise is granted for the corporate boundaries of City, as it exists from time to time. In the event of annexation by City, or as development occurs, any new territory shall become part of the territory for which this Franchise is granted provided, however, that Grantee shall not be required to extend service beyond its present System boundaries unless there is a minimum of 50 homes per cable mile for underground plant and 35 homes per cable mile for overhead plant. Access to cable service shall not be denied to any group of potential residential cable Subscribers because of the income of the residents of the area in which such group resides. Grantee shall be given a reasonable period of time to construct and activate cable plant to service annexed or newly developed areas but in no event not to exceed twelve (12) months from notice thereof by City to Grantee and qualification pursuant to the density requirements of this Subsection.

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

If to City: City of Roseville
 2660 Civic Center Drive
 Roseville, Minnesota 55113
 Attention: City Manager/Administrator

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

If to Grantee: General Manager
 Comcast
 10 River Park Plaza
 St Paul, Minnesota 55107

With copies to: Vice President of Government Affairs
Comcast
1701 JFK Boulevard
Philadelphia, PA 19103

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

10. Subscriber Network Drops to Designated Buildings. Grantee shall, at no cost to the City, continue to provide Digital Starter or equivalent package of Cable Service and reception equipment to up to three (3) outlets at all municipal government buildings, schools and public libraries located in the City where Grantee provides Cable Service as listed on **Exhibit A**. The City may request up to 5 additional municipal government buildings, schools, or public libraries during the term of this Agreement, provided that the City shall pay the actual incremental installation costs for any location in excess of 500 feet of Grantee's existing plant where the recipient makes available conduit or aerial structures to accommodate the new facilities, or any Drop in excess of two hundred fifty (250) feet. For purposes of this subsection, "school" means all State-accredited K-12 public and private schools. Outlets of Basic and Expanded Basic Service provided in accordance with this subsection may be used to distribute Cable Services throughout such buildings; The City shall have the right to extend service to multiple outlets within the building with the costs of constructing additional outlets the responsibility of the City; provided such distribution can be accomplished without causing Cable System disruption and general technical standards are maintained. Such outlets may only be used for lawful purposes. If additional devices beyond the allocated amount per location provided above are needed to serve additional outlets, those devices shall be made available at Grantee's best discounted rate. All inside wiring shall be the responsibility of the City, or public institution, and subject to service or repair by Comcast at standard rates. Any such institution located more than two hundred fifty (250) feet shall be connected if such institution agrees to reimburse Grantee for Grantee's actual costs in excess of the two hundred fifty (250) foot installation actual costs.

SECTION 3. CONSTRUCTION STANDARDS

1. Registration, Permits and Construction Codes.

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

b. Subject to the requirements of Section 9 (Dispute Resolution) below, failure to obtain permits or comply with permit requirements shall be grounds for revocation of this Franchise if such requirements are violated for significant construction activities of an extended period of time or in a quantity and frequency so as to demonstrate a wanton disregard for such requirements, or any lesser sanctions provided herein or in any other applicable law.

2. Repair of Rights-of-Way and Property. Any and all Rights-of-Way, or public or private property, which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance, expansion, extension or reconstruction of the System shall be promptly and fully restored by Grantee, at its expense, to the same condition as that prevailing prior to Grantee's work, as determined by City. If Grantee shall fail to timely perform the restoration required herein, after written request of City and reasonable opportunity of not less than 30 days to satisfy that request, City shall have the right to put the Rights-of-Way, public, or private property back into good condition. In the event City determines that Grantee is responsible for such disturbance or damage, Grantee shall be obligated to fully reimburse City for such restoration.

3. Conditions on Right-of-Way Use.

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

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

c. If at any time during the period of this Franchise City shall elect to alter or change the grade or location of any Right-of-Way, the Grantee shall comply with all applicable City Code related to relocation of facilities and associated costs.

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

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

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

g. Grantee shall use its best efforts to give reasonable prior notice to any adjacent private property owners who will be negatively affected or impacted by Grantee's work in the Rights-of-Way.

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

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

6. Safety Requirements.

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

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

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

SECTION 4. DESIGN PROVISIONS

1. System Capabilities; Minimum Channel Capacity.

a. Grantee shall maintain, upgrade, and operate the Cable System consistent with the capabilities of at least a 750MHz cable system and applicable industry standards.

b. All final programming decisions remain the discretion of Grantee but the Cable System shall generally made available a broad range of programming of interest to the community, provided that Grantee notifies City and Subscribers in writing thirty (30) days prior to any channel deletions or realignments, and further subject to Grantee's signal carriage obligations hereunder and pursuant to 47 USC §§ 531-536, and further subject to City's rights pursuant to 47 USC § 545. Location and relocation of the PEG Channels shall be governed by Section 6.1(c) (Public, Educational and Governmental Access).

2. Interruption of Service. The Grantee shall interrupt service only for good cause and for the shortest time possible. Such interruption shall occur during periods of minimum use of the System. If service is interrupted on all cable channels for a period of more than forty eight (48) hours, Subscribers shall be credited pro rata for such interruption. Outages for shorter time periods may be credited upon customer request following notification of the outage.

3. Technical Standards. The technical standards used in the operation of the System shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Systems pursuant to Title 47, Section 76.601 to 76.617, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference.

4. Special Testing.

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

b. Before ordering such tests, Grantee shall be afforded thirty (30) days following receipt of written notice to investigate and, if necessary, correct problems or complaints upon which tests were ordered. The City/Commission 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/Commission wishes to commence special tests and the thirty (30) days have elapsed without correction of the matter in controversy or unresolved complaints, the tests shall be conducted at Grantee's expense by a qualified engineer selected by City/Commission and Grantee, and Grantee shall cooperate in such testing. Grantee shall not be required to pay for the special tests where Grantee can show to the City/Commission's reasonable satisfaction that it performed its own tests and undertook corrective action to remedy the problem.

6. Drop Testing and Replacement. Drops and passive equipment shall be inspected by Grantee during Installations to assure the Drop and passive equipment can provide reliable Cable Service to Subscribers. Drops shall be maintained in compliance with applicable safety and technical regulations and replaced when necessary to do so.

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

8. Interconnection. The System servicing the Cities of Arden Hills, Falcon Heights, Lauderdale, Little Canada, Mounds View, New Brighton, North Oaks, Roseville, and St. Anthony, shall continue to be completely interconnected.

9. Lockout Device. Upon the request of a Subscriber, Grantee shall make available a Lockout Device or similar functionality by software at no additional charge to Subscribers.

SECTION 5. SERVICE PROVISIONS

1. Regulation of Service Rates.

a. The City may regulate rates for the provision of Cable Service, equipment, or any other communications service provided over the System to the extent allowed under federal or state law(s). City/Commission reserves the right to regulate rates for any future services to the extent permitted by law.

b. Grantee shall give City and Subscribers written notice of any change in a rate or charge pursuant to the terms of 47 CFR § 76.1603. Bills must be clear, concise, and understandable and compliant with applicable law.

2. Non-Standard Installations. Grantee shall install and provide Cable Service to any Person requesting other than a Standard Installation provided that said Cable Service can meet FCC technical specifications and all payment and policy obligations are met. In such case, Grantee may charge for the incremental increase in material and labor costs incurred beyond the Standard Installation.

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

4. Subscriber Inquiry and Complaint Procedures.

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

b. Grantee shall maintain adequate numbers of telephone lines and personnel to respond in a timely manner to schedule service calls and answer Subscriber complaints or inquiries in a manner consistent with regulations adopted by the FCC and City where applicable and lawful. Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the

time under normal operating conditions, measured on a quarterly basis. Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time. Grantee shall respond to written complaints forwarded by the City or its designee with copy to City or its designee within thirty (30) days.

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

d. Subscriber requests for repairs shall be commenced and best efforts shall be used complete repairs within thirty-six (36) hours of the request or as otherwise scheduled with the customer unless conditions beyond the control of Grantee prevent such performance. Grantee may schedule appointments for Installations and other service calls either at a specific time or, at a maximum, during a four hour time block during normal business hours. Grantee may also schedule service calls outside normal business hours for the convenience of customers. Grantee shall use its best efforts to not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment. If the installer or technician is late and will not meet the specified appointment time, he/she must use his/her best efforts to contact the customer and reschedule the appointment at the sole convenience of the customer. Service call appointments must be met in a manner consistent with FCC standards.

5. Subscriber Contracts. Grantee shall file with City or provide an electronic link to any standard form Subscriber contract utilized by Grantee. If no such written contract exists, Grantee shall file with the City a document completely and concisely stating the length and terms of the Subscriber contract offered to customers. The length and terms of any Subscriber contract(s) shall be available for public inspection during normal business hours or made available electronically online.

6. Refund Policy. In the event a Subscriber establishes or terminates service and receives less than a full month's service, Grantee shall prorate the monthly rate on the basis of the number of days in the period for which service was rendered to the number of days in the billing.

7. Late Fees. Fees for the late payment of bills shall not be assessed until after the service has been fully provided and, as of the due date of the bill notifying Subscriber of an unpaid balance, the bill remains unpaid. Late Fees shall be nondiscriminatory, consistent with federal and state laws, including consumer protection laws, and uniform with respect to late fees commonly charged in other jurisdictions in the Twin Cities.

8. Office Policy. Grantee shall maintain a convenient location in or around a reasonable distance of the City or the Franchise territory encompassing any joint regulatory body

of which City is a Member for receiving Subscriber inquiries and bill payments. The location must be staffed by a person capable of receiving inquiries and bill payments. In addition, Grantee shall maintain a local drop box for receiving Subscriber payments after hours, or may make arrangements for third-party payment locations (for example, in a convenience store) and equipment drop-off locations (for example, UPS stores). Grantee may also offer electronic customer service options through its web page and phone applications.

SECTION 6. ACCESS CHANNEL(S) PROVISIONS

1. Public, Educational and Government Access.

a. City or its designee is hereby designated to operate, administer, promote, and manage access (public, education, and government programming) (hereinafter "PEG access") programming on the Cable System.

b. Grantee shall dedicate 6 Standard Definition ("SD") channels and 2 High Definition ("HD") channels for PEG access (the "PEG Channels"). All Subscribers to Cable Service offered on the System shall be eligible to receive such channels at no additional charge. The PEG Channels shall be activated upon the effective date of this Franchise and thereafter maintained. City may rename, reprogram, or otherwise change the use of these channels in its sole discretion, provided such use is non-commercial, lawful, and retains the general purpose of the provision of community programming. Nothing herein shall diminish the City's rights to secure additional channels pursuant to Minn. Stat. § 238.084, which is expressly incorporated herein by reference. City shall provide ninety (90) days prior written notice to Grantee of City's intent to activate access channels to the extent the maximum number agreed to herein are not already active.

c. Each PEG Channel(s) required by this Section shall retain the channel designation/number it had as of the commencement of this Franchise term. Upon six (6) months' notice to City, any access channel may be moved by Grantee, but in no event more than once every two (2) years unless otherwise allowed by City, provided Grantee pays all reasonable costs or expenses of the North Suburban Access Corporation (NSAC), or its successor, arising out of the channel move including, but not limited to, equipment necessary to effect the change at the programmer's production or receiving facility (school frequency routing equipment, etc.), signage, letterhead, business cards, and reasonable marketing or other constituency notification costs up to a maximum of \$10,000. This paragraph shall not apply to Regional Channel 6.

d. Sixty (60) months after the Effective Date, upon written request of at least 90 days' advance notice, Comcast will make available to the Commission an additional HD PEG channel on the cable system.

e. The content of the HD PEG channels is up to the Commission. The Commission may simulcast one or more of the existing PEG channels in HD and SD formats, or it may choose to provide subscribers an HD channel that is programmed differently than the existing SD PEG channels (for example, the Commission could

create a "best of" HD PEG channel that carries a combination of HD public, educational and government programming from the existing PEG Channels). If an HD PEG channel is programmed differently, Comcast would have no additional obligation to provide an SD simulcast of that channel.

f. Comcast will make available to the Commission the ability to place PEG Channel programming information on the interactive channel guide by putting the Commission in contact with the electronic programming guide vendor ("EPG provider") that provides the guide service. Comcast will be responsible for providing the designations and instructions necessary to ensure the channels will appear on the programming guide throughout the jurisdictions that are part of the Commission and the costs of any necessary headend equipment associated therewith. The Commission shall be responsible for providing programming information to the EPG provider and for any costs charged by the EPG provider, unless Comcast is required to pay for PEG EPG costs per applicable law or national commitments. As part of this Franchise, Comcast is not agreeing to make detailed guide functionality available for periods where the Commission chooses to distribute different PEG programming via the same channel number (i.e. narrowcasting) to subscribers in different communities that are part of the Commission.

g. Comcast will deliver the SD/HD PEG channels to Subscribers so that it is viewable without degradation, provided that it is not required to deliver a PEG Channel at a resolution higher than the highest resolution used in connection with the delivery of local broadcast signals to the public. Comcast may implement SD/HD carriage of the PEG channel in any manner (including selection of compression, utilization of IP, and other processing characteristics) that produces a signal as accessible, functional, useable and of a quality comparable (meaning indistinguishable to the viewer) to broadcast SD/HD channels carried on the cable system.

h. The HD PEG channels will be assigned a number near the other high definition local broadcast stations if such channel positions are not already taken, or if that is not possible, near high definition news/public affairs programming channels if such channel positions are not already taken, or if not possible, as reasonably close as available channel numbering will allow. Grantee shall use its best efforts to group the HD PEG channels together in simultaneous order.

i. The City acknowledges that HD programming may require the viewer to have special viewer equipment (such as an HDTV and an HD-capable digital device/receiver), but any subscriber who can view an HD signal delivered via the cable system at a receiver shall also be able to view the HD PEG channels at that receiver, without additional charges or equipment. By agreeing to make PEG available in HD format, Comcast is not agreeing it may be required to provide free HD equipment to customers, nor modify its equipment or pricing policies in any manner.

j. Comcast will provide a bill message announcing the launch of the HD PEG Channels; however the City acknowledges that not all customers may receive the

bill message notice in advance of the channel launch in the interests of launching the channel sooner.

2. Remote Cablecasting. Grantee shall provide at no charge to the City/Commission for the term of this Franchise and until it renews, three (3) "open" cable internet modems with a static IP addresses that can be connected and operational anywhere on the System and capable of transmitting live remote HD PEG programming to the City's master control center for live cablecasting, using business-class internet service (currently 50 mbs download and 10 mbs upload) and three MPEG encoder/transmitters and one multi-channel receiver device (capable of receiving at least 3 remote video feeds) for the Commission's Master Control.

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

4. Equipment. 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 or Commission to obtain new equipment in order to be compatible with such change for purposes of transport and delivery of the Access Channels to the Grantee's headend, Grantee shall, at its own expense and free of charge to the City, the Commission, 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.

5. Grantee Not Liable. Neither the Grantee nor the officers, directors, or employees of the Grantee is liable for any penalties or damages arising from programming content not originating from or produced by the Grantee and shown on any public access channel, education access channel, government access channel, leased access channel, or regional channel.

6. Charges for Use. There shall be no charge to the City for the use of the PEG Channels.

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

8. Access Support.

a. In addition to satisfying the other requirements of this Section, the Grantee is required to provide the following additional PEG use funding (as used in this Section), PEG access refers to the channels, facilities and equipment used in connection with the channels on the subscriber network and associated interconnections; PEG use includes PEG access and dark fiber network and PRISMA network use, including use in connection with the network provided pursuant to Section 7.2 (Additional Network Services) including Exhibit C:

b. The Grantee will provide the following capital grant for PEG use for so long as it continues to operate under this franchise: Payments of all grants under the 1994 MOU through December 31, 2017; commencing January 1, 2018, Grantee shall pay to City three percent (3.0%) of its Gross Revenues paid quarterly based upon revenues for the calendar quarter. The first Gross Revenue payment shall be due on May 1, 2018, based on Gross Revenues for the quarter beginning January 1, 2018 and ending March 31, 2018, and thereafter, payments shall be due 30 days after the end of each calendar quarter, based on revenues for that quarter, or if the franchise should terminate or be revoked, 30 days after termination or revocation for any portion of quarter during which Grantee provided Cable Service.

c. Notwithstanding the foregoing requirements, if Grantee has a valid and binding sponsorship contract with an entity designated by the City/Commission to manage any public access channel, the City agrees that Grantee may offset any amount it pays under such contract against payments required above. Nothing in this section requires or shall be deemed to require Grantee to make any payment that constitutes a franchise fee under 47 U.S.C. § 542.

d. The parties agree that any cost to the Grantee associated with providing any support for PEG use required under this Franchise (including subscriber network drops and equipment and service to public institutions and the provision of the dark fiber network and PRISMA network and support for and payments made outside this franchise, if any), shall not be offset from the franchise fee.

e. Grantee may itemize the PEG fees on Subscribers' invoices in accordance with applicable law; provided, however, any PEG Fee charged to subscribers to recover PEG funding provided in 2017 shall not exceed \$6.00 per subscriber per month. Any supplementary PEG fee levied by Comcast after January 1, 2018, to recover past undercollections shall be set at 0.5% of cable Gross Revenues through December 31, 2019. Any excess recovery shall be paid to the Commission at the same time as the Franchise Fee payment.

9. Regional Channel 6. Grantee shall designate Channel 6 for uniform regional channel usage to the extent required by law.

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

SECTION 7. NETWORKING PROVISIONS

1. Managed Network. The City and/or Commission has a need for a telecommunications network to connect certain government buildings in the North Suburban Territory for telecommunications services. Comcast or its Affiliate agrees to provide, operate, repair and maintain a managed telecommunications network to City and/or Commission for the Term of the Franchise in accordance with an executed Enterprise Services agreement, attached as **Exhibits B,**

B2, and B3. The Enterprise Services agreement shall set forth the locations, service, monthly fees for service and all other material terms and conditions relative to Comcast's or its Affiliate's provision of services to the City. Where an executed Enterprise Services agreement conflicts with any term or condition of this Section, the Enterprise Services agreement shall prevail; with the exception that in the event Grantee enters into a franchise or Enterprise Services agreement or similar agreement in the Twin Cities metropolitan area after the Effective Date of this Franchise that allow a city or group of cities to receive the same or similar services on terms, conditions and/or pricing that are more favorable (taking into account the agreement as a whole), Grantee agrees to make the pricing available immediately and make available the services within a reasonable period of time to the City and/or Commission under the same terms, conditions and/or pricing made available to the city or group of cities.

2. Additional Network Services. Comcast agrees to continue to make available to the City network facilities on the terms and conditions identified in **Exhibit C**.

SECTION 8. OPERATION AND ADMINISTRATION PROVISIONS

1. Administration of Franchise. The City Administrator or other designee shall have continuing regulatory jurisdiction and supervision over the System and the Grantee's operation under the Franchise. The City, or its designee, may issue such reasonable rules and regulations concerning the construction, operation and maintenance of the System as are consistent with the provisions of the Franchise and law.

2. Delegated Authority. The City may appoint a citizen advisory body or a Joint Powers Commission, or may delegate to any other body or Person authority to administer the Franchise and to monitor the performance of the Grantee pursuant to the Franchise. Grantee shall cooperate with any such delegatee of City.

3. Franchise Fee.

a. During the term of the Franchise, Grantee shall pay quarterly to City or its delegatee a Franchise Fee in an amount equal to five percent (5%) of its quarterly Gross Revenues, or such other amounts as are subsequently permitted by federal statute.

b. Any payments due under this provision shall be payable quarterly. The payment shall be made within thirty (30) days of the end of each of Grantee's fiscal quarters together with a report showing the basis for the computation.

c. All amounts paid shall be subject to audit and recomputation by City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount.

i. If an audit or review discloses an overpayment or underpayment of franchise fees, the City and/or the Commission shall notify Comcast of such overpayment or underpayment. The City's/Commission's audit or review expenses shall be borne by the City/Commission unless the audit

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

- ii. The City/Commission shall have the right to inspect and to require Comcast to provide any and all data, documents and records maintained by Comcast (or maintained by an Affiliate or a third-party contractor/vendor on behalf of Comcast) reasonably related to the calculation and payment of franchise fees. The Grantee shall maintain such records, documents and data for a minimum of four (4) years. Such records include, but are not limited to, those set forth in Paragraph 6 of the March 1, 2012, Settlement Agreement (attached hereto as Exhibit D).
- iii. Comcast shall have no less than twenty (20) business days to respond fully and completely to any written request for data, documents and records issued by the City/Commission, unless an extension of time is granted by the City/Commission in writing. Comcast may request an extension of the twenty (20) business day deadline applicable to a written request for data, information and documents no later than ten (10) business days after the date of such request. Every request for an extension of time shall describe, in detail, the reasons the extension is necessary. The City/Commission may, in its sole discretion, grant or deny an extension request, and shall act reasonably in making such a determination based on the scope and complexity of the information request at issue and the facts cited by Comcast in its written extension request.
- iv. In the event any franchise fee payment or recomputation amount is not made on or before the required date, Comcast shall pay, during the period such unpaid amount is owed, the additional compensation and interest charges computed from such due date, at an annual rate of ten percent (10%).
- v. Nothing in this Franchise shall be construed to limit any authority of the City to impose any tax, fee or assessment of general applicability.
- vi. The franchise fee payments required by this Franchise shall be in addition to any and all taxes or fees of general applicability. Comcast shall not have or make any claim for any deduction or other credit of all or any part

of the amount of said franchise fee payments from or against any of said taxes or fees of general applicability, except as expressly permitted by law. Comcast shall not apply nor seek to apply all or any part of the amount of said franchise fee payments as a deduction or other credit from or against any of said taxes or fees of general applicability, except as expressly permitted by law. Nor shall Comcast apply or seek to apply all or any part of the amount of any of said taxes or fees of general applicability as a deduction or other credit from or against any of its franchise fee obligations, except as expressly permitted by law.

- vii. Comcast shall ensure that persons or entities that only subscribe to non-cable service (e.g., persons who subscribe only to high-speed Internet access, telephone service, alarm monitoring, or a combination of services that does not include cable service) are not assessed cable service franchise fees on ancillary charges imposed by Comcast on such subscribers, including but not limited to late fees, convenience fees and non-sufficient funds (NSF) charges, unless the imposition of cable service franchise fees is permitted by applicable laws or regulations.

4. Access to Records. The City/Commission shall have the right to inspect, upon reasonable notice and during normal business hours, or require Grantee to provide within a reasonable time copies of any records maintained by Grantee which relate to System operations including specifically Grantee's accounting and financial records and which are reasonably necessary for determining compliance with this Agreement.

5. Reports and Maps to be Filed with City.

a. Grantee shall file with the City/Commission, at the time or payment of the Franchise Fee, a report of all Gross Revenues in form and substance as required by City/Commission, an example of which is attached hereto as **Exhibit E**.

b. Grantee shall prepare and furnish to City/Commission, at the times and in the form prescribed, such other reasonable reports with respect to Grantee's operations pursuant to this Franchise as City/Commission may require provided that such reports shall be consistent with the way Grantee maintains the information in the ordinary course of business, all requests are reasonably and directly related to the enforcement of this Agreement, all produced information is subject to an acceptable confidentiality agreement, and Grantee shall have no less than 20 business days to produce such information with further extensions reasonably granted as needed based on the nature of the request.

c. If required by City/Commission, Grantee shall furnish to and file with City/Commission the maps, plats, and permanent records of the location and character of all facilities constructed, including underground facilities, and Grantee shall file with City/Commission updates of such maps, plats and permanent records annually if changes have been made in the System.

6. Periodic Evaluation.

a. The City/Commission may require evaluation sessions at any time during the term of this Franchise, upon fifteen (15) days written notice to Grantee, but no frequently than one every twenty-four (24) months.

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

c. As a result of a periodic review or evaluation session, Grantee and the City may agree to modifications of the terms and conditions of the Franchise.

SECTION 9. DISPUTE RESOLUTION

1. Performance Bond.

a. At the time the Franchise becomes effective and at all times thereafter, until the Grantee has liquidated all of its obligations with City, the Grantee shall furnish a bond to City in the amount of \$500,000.00 in a form and with such sureties as reasonably acceptable to City (attached hereto as **Exhibit F**). This bond will be conditioned upon the faithful performance by the Grantee of its Franchise obligations and upon the further condition that in the event the Grantee shall fail to comply with any law, ordinance or regulation governing the Franchise, there shall be recoverable jointly and severally from the principal and surety of the bond any damages or loss suffered by City as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the Grantee, plus a reasonable allowance for attorneys' fees and costs, up to the full amount of the bond, and further guaranteeing payment by the Grantee of claims, liens and taxes due City which arise by reason of the construction, operation, or maintenance of the System. The rights reserved by City with respect to the bond are in addition to all other rights City may have under the Franchise or any other law. City may, from year to year, in its sole discretion, reduce the amount of the bond. To the extent the City is a member of the Commission a single bond of \$500,000 will cover all member cities of the Commission.

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

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

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

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

2. Letter of Credit and Liquidated Damages.

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

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

c. In addition to recovery of any monies owed by Grantee to City or any person or damages to City or any person as a result of any acts or omissions by Grantee pursuant to the Franchise, City in its sole discretion may charge to and collect from the Letter of Credit the following penalties:

- i. For failure to provide data, documents, reports or information or to cooperate with City during an application process or system review or as otherwise provided herein, the penalty shall be \$250.00 per day for each day, or part thereof, such failure occurs or continues.
- ii. Fifteen (15) days following notice from City of a failure of Grantee to comply with construction, operation or maintenance standards, the penalty shall be \$500.00 per day for each day, or part thereof, such failure occurs or continues.
- iii. For failure to provide the services Grantee has proposed, including, but not limited to, the implementation and the utilization of the access channels and the maintenance and/or replacement of the equipment and

other facilities, the penalty shall be \$500.00 per day for each day, or part thereof, such failure occurs or continues.

- iv. For Grantee's breach of any written contract or agreement with or to the City or its designee, the penalty shall be \$500.00 per day for each day, or part thereof, such breach occurs or continues.
- v. For failure to comply with any of the provisions of this Franchise, or other City ordinance for which a penalty is not otherwise specifically provided pursuant to this paragraph c, the penalty shall be \$250.00 per day for each day, or part thereof, such failure occurs or continues.

d. Each violation of any provision of this Franchise shall be considered a separate violation for which a separate penalty can be imposed.

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

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

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

g. If said Letter of Credit or any subsequent Letter of Credit delivered pursuant thereto expires prior to thirty (30) months after the expiration of the term of this Franchise, it shall be renewed or replaced during the term of this Franchise to provide that it will not expire earlier than thirty (30) months after the expiration of this Franchise. The renewed or replaced Letter of Credit shall be of the same form and with a bank authorized herein and for the full amount stated in paragraph 2(a) of this Section.

h. If City draws upon the Letter of Credit or any subsequent Letter of Credit delivered pursuant hereto, in whole or in part, Grantee shall replace or replenish to its full amount the same within ten (10) days and shall deliver to City a like replacement Letter of Credit or certification of replenishment for the full amount stated in Section 9.2(a) (Letter of Credit and Liquidated Damages) as a substitution of the previous Letter of Credit. This shall be a continuing obligation for any draws upon the Letter of Credit.

i. If any Letter of Credit is not so replaced or replenished, City may draw on said Letter of Credit for the whole amount thereof and use the proceeds as City determines in its sole discretion. The failure to replace or replenish any Letter of Credit may also, at the option of the City, be deemed a default by Grantee under this Franchise. The drawing on the Letter of Credit by City, and use of the money so obtained for payment or performance of the obligations, duties and responsibilities of Grantee which are in default, shall not be a waiver or release of such default.

j. The collection by City of any damages, monies or penalties from the Letter of Credit shall not affect any other right or remedy available to City, nor shall any act, or failure to act, by City pursuant to the Letter of Credit, be deemed a waiver of any right of City pursuant to this Franchise or otherwise.

3. Indemnification of City.

a. City, its officers, boards, committees, commissions, elected officials, employees and agents shall not be liable for any loss or damage to any real or personal property of any Person, or for any injury to or death of any Person, arising out of or in connection with Grantee's construction, operation, maintenance, repair or removal of the System or as to any other action of Grantee with respect to this Franchise.

b. Grantee shall indemnify, defend, and hold harmless City, its officers, boards, committees, commissions, elected officials, employees and agents, from and against all liability, damages, and penalties which they may legally be required to pay as a result of the City's exercise, administration, or enforcement of the Franchise.

c. Nothing in this Franchise relieves a Person, except City, from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee's facilities while performing work connected with grading, regarding, or changing the line of a Right-of-Way or public place or with the construction or reconstruction of a sewer or water system.

d. Grantee shall contemporaneously with this Franchise execute an Indemnity Agreement in the form of **Exhibit G**, which shall indemnify, defend and hold the City and Commission harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses arising out of the actions of the City and/or Commission in renewal of this Franchise. The term of the Indemnity Agreement shall not exceed 180 days' from the Effective Date of this Franchise, unless the City or Commission has received statutory

notice of a claim based upon the renewal of this Franchise. This obligation includes any claims by another franchised cable operator against the City and/or Commission that the terms and conditions of this Franchise are less burdensome than another franchise granted by the City or that this Franchise does not satisfy the requirements of applicable state law(s).

4. Insurance.

a. As a part of the indemnification provided in Section 9.3 (Indemnification of City), but without limiting the foregoing, Grantee shall file with City at the time of its acceptance of this Franchise, and at all times thereafter maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy, including broadcaster's/cablecaster's liability and contractual liability coverage, in protection of the Grantee, and the City, its officers, elected officials, boards, commissions, agents and employees for any and all damages and penalties which may arise as a result of this Franchise. The policy or policies shall name the City as an additional insured, and in their capacity as such, City officers, elected officials, boards, commissions, agents and employees.

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

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

SECTION 10. SALE, ABANDONMENT, TRANSFER AND REVOCATION OF FRANCHISE

1. City's Right to Revoke.

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

- i. Grantee has violated material provisions(s) of this Franchise; or
- ii. Grantee has practiced fraud or deceit upon City.

City may enforce its rights and seek any and all relief allowed under applicable law if Grantee is adjudged a bankrupt.

2. Procedures for Revocation.

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

b. Grantee shall be provided the right to a public hearing affording due process before the City Council prior to the effective date of revocation, which public hearing shall follow the thirty (30) day notice provided in subparagraph (a) above. City shall provide Grantee with written notice of its decision together with written findings of fact supplementing said decision.

c. Only after the public hearing and upon written notice of the determination by City to revoke the Franchise may Grantee appeal said decision with an appropriate state or federal court or agency.

d. During the appeal period, the Franchise shall remain in full force and effect unless the term thereof sooner expires or unless continuation of the Franchise would endanger the health, safety and welfare of any person or the public.

3. Abandonment of Service. Grantee may not abandon the System or any portion thereof without having first given three (3) months written notice to City. Grantee may not abandon the System or any portion thereof without compensating City for damages resulting from the abandonment, including all costs incident to removal of the System.

4. Removal After Abandonment, Termination or Forfeiture.

a. In the event of termination or forfeiture of the Franchise or abandonment of the System, City shall have the right to require Grantee to remove all or any portion of the System from all Rights-of-Way and public property within City, unless Grantee is offering other services (such as telecommunication services) over the System and has or obtains the necessary authorizations to occupy the rights-of-way for such purposes.

b. If Grantee is not providing other lawful services over the System with the necessary authorizations and has failed to commence removal of System, or such part thereof as was designated by City, within thirty (30) days after written notice of City's demand for removal is given, or if Grantee has failed to complete such removal within twelve (12) months after written notice of City's demand for removal is given, City shall have the right to apply funds secured by the Letter of Credit and Performance Bond toward removal and/or declare all right, title, and interest to the System to be in City with

all rights of ownership including, but not limited to, the right to operate the System or transfer the System to another for operation by it.

5. Sale or Transfer of Franchise.

a. No sale or transfer of the Franchise, or sale, transfer, or fundamental corporate change of or in Grantee, including, but not limited to, a fundamental corporate change in Grantee's parent corporation or any entity having a controlling interest in Grantee, the sale of a controlling interest in the Grantee's assets, a merger including the merger of a subsidiary and parent entity, consolidation, or the creation of a subsidiary or affiliate entity, shall take place until a written request has been filed with City requesting approval of the sale, transfer, or corporate change and such approval has been granted or deemed granted, provided, however, that said approval shall not be required where Grantee grants a security interest in its Franchise and/or assets to secure an indebtedness. The foregoing notwithstanding, Grantee must seek approval of any transaction constituting a transfer under state law.

b. Any sale, transfer, exchange or assignment of stock in Grantee, or Grantee's parent corporation or any other entity having a controlling interest in Grantee, so as to create a new controlling interest therein, shall be subject to the requirements of this Section 10.5. The term "controlling interest" as used herein is not limited to majority stock ownership, but includes actual working control in whatever manner exercised. In any event, as used herein, a new "controlling interest" shall be deemed to be created upon the acquisition through any transaction or group of transactions of a legal or beneficial interest of fifteen percent (15%) or more by one Person. Acquisition by one Person of an interest of five percent (5%) or more in a single transaction shall require notice to City. This requirement shall not apply to transactions involving the acquisition of a non-Cable Service business, movie studio, or other such business venture by Grantee's parent company).

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

- i. All contracts, agreements or other documents that constitute the proposed transaction and all exhibits, attachments, or other documents referred to therein which are necessary in order to understand the terms thereof.
- ii. A list detailing all public documents filed with any state or federal agency related to the transaction including, but not limited to, the MPUC, the FCC, the FTC, the FEC, the SEC or MnDOT. Upon request, Grantee shall provide City with a complete copy of any such document; and
- iii. Any other documents or information related to the transaction as may be specifically requested by the City which are necessary in order to understand the terms thereof.

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

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

f. In no event shall a sale, transfer, corporate change, or assignment of ownership or control pursuant to subparagraph (a) or (b) of this Section be approved without the transferee becoming a signatory to this Franchise and assuming all rights and obligations thereunder, and assuming all other rights and obligations of the transferor to the City including, but not limited to, any adequate guarantees or other security instruments provided by the transferor.

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

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

- i. If City does not indicate to Grantee in writing, within sixty (60) days of receipt of written notice of a proposed sale, transfer, corporate change, or assignment as contemplated in Section 10.5 (g) above, its intention to exercise its right of purchase; or
- ii. It approves the assignment or sale of the Franchise as provided within this Section.

i. No Franchise may be transferred if City determines Grantee is in noncompliance of the Franchise unless an acceptable compliance program has been approved by City. The approval of any transfer of ownership pursuant to this Section shall not be deemed to waive any rights of City to subsequently enforce noncompliance issues relating to this Franchise even if such issues predated the approval, whether known or unknown to City.

SECTION 11. PROTECTION OF INDIVIDUAL RIGHTS

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

2. Subscriber Privacy. Grantee shall comply with all customer privacy obligations under applicable law.

SECTION 12. UNAUTHORIZED CONNECTIONS AND MODIFICATIONS

1. Unauthorized Connections or Modifications Prohibited. It shall be unlawful for any firm, Person, group, company, corporation, or governmental body or agency, without the express consent of the Grantee, to make or possess, or assist anybody in making or possessing, any unauthorized connection, extension, or division, whether physically, acoustically, inductively, electronically or otherwise, with or to any segment of the System or receive services of the System without Grantee's authorization.

2. Removal or Destruction Prohibited. It shall be unlawful for any firm, Person, group, company, or corporation to willfully interfere, tamper, remove, obstruct, or damage, or assist thereof, any part or segment of the System for any purpose whatsoever, except for any rights City may have pursuant to this Franchise or its police powers.

3. Penalty. Any firm, Person, group, company, or corporation found guilty of violating this section may be fined not less than Twenty Dollars (\$20.00) and the costs of the action nor more than Five Hundred Dollars (\$500.00) and the costs of the action for each and every subsequent offense. Each continuing day of the violation shall be considered a separate occurrence.

SECTION 13. MISCELLANEOUS PROVISIONS

1. Franchise Renewal. Any renewal of this Franchise shall be performed in accordance with applicable federal, state and local laws and regulations.

2. Work Performed by Others. All applicable obligations of this Franchise shall apply to any subcontractor or others performing any work or services pursuant to the provisions of this Franchise, however, in no event shall any such subcontractor or other performing work obtain any rights to maintain and operate a System or provide Cable Service. Grantee shall provide notice to City of the name(s) and address(es) of any entity, other than Grantee, which performs substantial services in the City pursuant to this Franchise.

3. Amendment of Franchise Ordinance. Grantee and City may agree, from time to time, to amend this Franchise. Such written amendments may be made subsequent to a review

session pursuant to Section 8.6 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.

4. Compliance with Federal, State and Local Laws.

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

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

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

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

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

8. No Third Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement. This provision does not apply to the Commission or the NSAC.

SECTION 14. PUBLICATION EFFECTIVE DATE; ACCEPTANCE AND EXHIBITS

1. Publication: Effective Date. This Franchise shall be published in accordance with applicable local and Minnesota law. The Effective Date of this Franchise shall January 1, 2017.

2. Acceptance.

a. Grantee shall accept this Franchise within sixty (60) of its enactment by the City Council, unless the time for acceptance is extended by City. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes provided, however, this Franchise shall not be effective until all City ordinance adoption procedures are complied with and all applicable timelines have run for the adoption of a City ordinance. In the event acceptance does not take place, or should all ordinance adoption procedures and timelines not be completed, this Franchise and any and all rights granted hereunder to Grantee shall be null and void.

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

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

i. This Franchise will be properly executed and acknowledged by Grantee and delivered to City.

ii. With its acceptance, Grantee shall also deliver any grant payments, performance bond and insurance certificates required herein that have not previously been delivered.

Passed and adopted this 9th day of October, 2017.

ATTEST:

By: [Signature]
Its: City Manager

CITY OF ROSEVILLE

By: [Signature]
Its: DAN ROE MAYOR

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

COMCAST OF MINNESOTA, INC.

Dated: 4.13.18

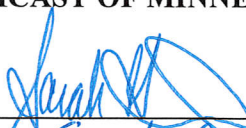
By: 
Its: Sarah Gustashaw
SVP, Finance

Exhibit A – Drops to Designated Buildings

Exhibit A – Drops to Designated Buildings**City of Arden Hills**

Inst. Name	Street Address	City
Arden Hills City Hall	4364 W. Round Lk. Rd.	Arden Hills
Arden Hills Public Works	1460 W. Hwy. 96	Arden Hills

City of Falcon Heights

Inst. Name	Street Address	City
Falcon Heights City Hall	2077 W. Larpenteur Ave.	Falcon Heights
Falcon Heights Fire Station	2077 W. Larpenteur Ave.	Falcon Heights

City of Lauderdale

Inst. Name	Street Address	City
Lauderdale City Hall	1891 Walnut St.	Lauderdale

City of Little Canada

Inst. Name	Street Address	City
Little Canada City Hall	515 E. Little Canada Rd.	Little Canada
Little Canada Fire Station	325 Little Canada Rd.	Little Canada
Old Little Canada Comm Room	440 E. Little Canada Rd.	Little Canada

City of Mounds View

Inst. Name	Street Address	City
Mounds View City Hall	2401 Hwy. 10	Mounds View
Mounds View Community Center	2394 Edgewood Dr.	Mounds View
Mounds View Maintenance Gar.	2466 NE Bronson Dr.	Mounds View

City of New Brighton

Inst. Name	Street Address	City
New Brighton City Hall	803 NW 5 th Ave.	New Brighton
New Brighton Fire Station	785 NW 5 th Ave.	New Brighton
New Brighton Maintenance Bldg.	700 NW 5 th Ave.	New Brighton
New Brighton Municipal Bldg.	785 Old Highway 8	New Brighton

City of North Oaks

Inst. Name	Street Address	City
North Oaks City Hall	100 Village Center Dr.	North Oaks

Exhibit A – Drops to Designated Buildings**City of Roseville**

Inst. Name	Street Address	City
Roseville City Hall	2661 Civic Center Dr.	Roseville
Roseville Fire Station 1	2701 N. Lexington Ave.	Roseville
Roseville Gymnastics Cntr.	1240 Co. Rd. B-2	Roseville
Roseville Harriet Alexander Nature	2520 N. Dale St.	Roseville
Roseville Maintenance Building	2660 Civic Center Dr.	Roseville
CTV Admin., CTV	2670 Arthur St	Roseville

City of St. Anthony

Inst. Name	Street Address	City
St. Anthony City Hall	3301 Silver Lake Rd.	St. Anthony
St. Anthony Fire Station	2900 Kenzie Terrace	St. Anthony
St. Anthony Public Works	3801 Chandler Dr.	St. Anthony
St. Anthony Community Services	3301 Silver Lake Rd.	St. Anthony
St. Anthony Police	3301 Silver Lake Rd.	St. Anthony

Dist. 2822 – SA/NB Schools

Inst. Name	Street Address	City
ISD 282 District Office SA/NB	3303 33 rd Ave. NE	St. Anthony
St. Anthony High School	3303 33 rd Ave. NE	St. Anthony
St. Anthony Middle School	3303 33 rd Ave. NE	St. Anthony
Wilshire Park Elementary	3600 NE Highcrest Rd.	St. Anthony

Dist. 621 – Mounds View

Inst. Name	Street Address	City
Bel Air Elementary School	1800 NW 5 th St.	New Brighton
Edgewood Middle School	5100 N. Edgewood Dr.	Mounds View
Highview Middle School	2300 NW 7 th St.	New Brighton
Irondale High School	2425 Long Lake Rd.	New Brighton
Mounds View High School	1900 W. Co. Rd. F	Arden Hills
Pike Lake Elementary	2101 NW 14 th St.	New Brighton
Pinewood Elementary	5500 Quincy St.	Mounds View
Early Education School	500 NW 10 th St.	New Brighton
Sunnyside Elementary	2070 W. Co. Rd. H	New Brighton
Valentine Hills Elementary	1770 W. Co. Rd. E2	Arden Hills

Exhibit A – Drops to Designated Buildings

Dist. 623 – Roseville Area

Inst. Name	Street Address	City
Brimhall Elementary	1744 W. Co. Rd. B	Roseville
Central Park Elementary	535 W. Co. Rd. B2	Roseville
Edgerton Elementary School	1929 Edgerton St.	Maplewood
Fairview Community Center	1910 W. Co. Rd. B	Roseville
Falcon Heights Elementary	1393 W. Garden Ave.	Falcon Heights
ISD 623 District Center	1251 W. Co. Rd. B2	Roseville
Little Canada Elementary	400 Eli Rd.	Little Canada
Parkview Center School	701 W. Co. Rd. B	Roseville
Roseville Area High School	1261 Hwy. 36	Roseville
Roseville Area Middle School	15 E. Co. Rd. B2	Little Canada

Hennepin County

Inst. Name	Street Address	City
St. Anthony Public Library	2900 NE Pentagon Dr.	St. Anthony

Ramsey County

Inst. Name	Street Address	City
Ramsey Co. Library – Mounds View	2576 Hwy. 10	Mounds view
Ramsey Co. Library – Roseville	2180 N. Hamline Ave.	Roseville
Ramsey Co Library – New Brighton	400 10 th St. NW	New Brighton

Exhibit B – Comcast Enterprise Services Master Services Agreement (MSA)

COMCAST ENTERPRISE SERVICES MASTER SERVICES AGREEMENT (MSA)

MSA ID#: MN-7078239-surqu	MSA Term: 60 months	Customer Name: City of Roseville
CUSTOMER INFORMATION		
Primary Contact: Terre Heiser	<u>Primary Contact Address Information</u>	
Title: Director of IT	Address 1: 2660 Civic Center Drive	
Phone: (651) 792-7092	Address 2:	
Cell:	City: Roseville	
Fax:	State: MN	
Email: network.manager@cityofroseville.com	Zip Code: 55113	

This Master Service Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide communications and other services ("Services") to the above Customer. The Agreement consists of this fully executed Master Service Agreement Cover Page ("Cover Page"), the Enterprise Services General Terms and Conditions ("General Terms and Conditions"), any written amendments to the Agreement executed by both parties ("Amendments"), the Product-Specific Attachment for the applicable Services ("PSA(s)") and each Sales Order accepted hereunder ("Sales Orders"). In the event of any inconsistency among these documents, precedence will be as follows: (1) this Cover Page (2) General Terms and Conditions, (3) PSA(s), , and (4) Sales Orders. This Agreement shall be legally binding when signed by both parties and shall continue in effect until the expiration date of any Service Term specified in a Sales Order referencing the Agreement, unless terminated earlier in accordance with the Agreement.

The Customer referenced above may submit Sales Orders to Comcast during the Term of this Agreement ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the parties to execute a new MSA.

The Agreement shall terminate in accordance with the General Terms and Conditions. The General Terms and Conditions and PSAs are located at <http://business.comcast.com/enterprise-terms-of-service/index.aspx> (or any successor URL). Use of the Services is also subject to the High-Speed Internet for Business Acceptable Use Policy ("AUP") located at <http://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the High-Speed Internet for Business Privacy Policy (Privacy Policy") located at <http://business.comcast.com/customer-notifications/customer-privacy-statement> (or any successor URL). Comcast may update the General Terms and Conditions, PSAs, AUP and Privacy Policy from time to time upon posting to the Comcast website.

Services are only available to commercial customers in wired and serviceable areas in participating Comcast systems (and may not be transferred). Minimum Service Terms are required for most Services and early termination fees may apply. Service Terms are identified in each Sales Orders, and early termination fees are identified in the applicable Product Specific Attachments.

BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

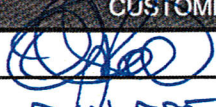
CUSTOMER SIGNATURE (by authorized representative)	
Signature:	
Name:	DAVID RDS
Title:	MAYOR
Date:	10/9/17
COMCAST USE ONLY (by authorized representative)	
Signature:	Sales Rep: Steven Urquhart
Name:	Sales Rep Email: steven_urquhart@cable.comcast.com
Title:	Region:
Date:	Division:

Exhibit B2 – First Amendment to Comcast Enterprise Services Master Agreement

**FIRST AMENDMENT TO
COMCAST ENTERPRISE SERVICES MASTER AGREEMENTS**

No. MN-7078239-surqu-6107932
No. MN-10682707-surqu-8012973
No. MN-10682530-surqu-8012808
No. MN-1919172-surqu-7985235
No. MN-10681743-surqu-8012080

This First Amendment ("Amendment") is concurrently entered into on _____ ("Effective Date") in conjunction with the Comcast Enterprise Services Master Services Agreement Nos. 7078239; 10682707; 10682530; 1919172; and 10681743 ("Agreement") by and between Comcast of Minnesota, Inc. ("Comcast") and the Cities of Roseville, Hugo, Arden Hills, Lauderdale, and North Oaks ("Customer"), individually referred to herein as "Party" and jointly referred to as "Parties." In the event of an explicit conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall take precedence in the interpretation of the explicit matter in question. Unless otherwise set forth herein, all capitalized terms set forth herein shall have the same meaning as set forth in the Agreement.

WHEREAS, the Parties desire to amend the Agreement by this writing to reflect the amended or additional terms and conditions to which the Parties have agreed;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and consideration set forth in this Amendment, the Parties agree as follows:

CHANGES TO THE GENERAL TERMS AND CONDITIONS:

1. DEFINITIONS:

a. "Agreement, Enterprise Services Master Services Agreement or MSA" is deleted in its entirety and replaced with the following:

Agreement, Enterprise Services Master Services Agreement or MSA in reverse order of Precedence: Consists of 1) Initial Sales Orders ID No. MN-7078239-surqu-6107932; MN-10682707-surqu-8012973; MN-10682530-surqu-8012808; MN-1919172-surqu-7985235; and MN-10681743-surqu-8012080, 2) Comcast Enterprise Services General Terms and Conditions ("General Terms and Conditions" Version 1.2 in effect as of the date of this Agreement, as may be updated by Comcast from time to time with written notice to Customer's Chief Information Officer. Comcast will annually present to Customer any changes to the General Terms and Conditions as a condition of them becoming effective as to Customer, 3) the then current Product-Specific Attachment for each ordered Service ("PSA"), 4) any written amendments to the Agreement executed by both Parties including any supplemental terms and conditions

("Amendments") including this Amendment and 5) each subsequent Sales Order accepted by Comcast and Customer under the Agreement.

b. "Comcast Website or Website" is revised as follows:

The Comcast website where Comcast security and privacy policies applicable to the Agreement will be posted. Comcast will annually present to Customer for review any changes to Comcast security and privacy policies and such amended policies shall not be effective until such notice is provided. The current URL for the Website is <http://business.comcast.com/enterprise-terms-of-service>. Comcast may update the Website documents and/or URL from time to time.

c. "Confidential Information" is deleted in its entirety and replaced with the following:

Comcast claims that information it provides to Customer during the course of this Agreement constitutes Comcast's valuable property and that the information embodies substantial creative efforts which are proprietary, secret, confidential, not generally known by the public, and which secure to Comcast a competitive advantage, and are Confidential and Trade Secrets as defined by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 ("Data Practices Act"), and not subject to public disclosure.

Customer agrees that, if a request is received for access to data that Comcast claims under this Agreement to be trade secret information, Customer will notify Comcast of the request. Comcast will, as soon as reasonably possible, but no later than five (5) business days from the time of notice, provide Customer written justification for its claim that the requested data is Trade Secret data. Customer shall review the justification. If it agrees, Customer shall so inform the requester. If it disagrees, Customer shall so inform Comcast and the data requester and will then act accordingly to respond to the request for data. Thereafter Comcast shall take all actions, including exercise of its legal remedies, it deems necessary to protect the disclosure of the data and Comcast shall defend, indemnify, and hold harmless Customer, its officials, employees and agents from any liability for failure to release, disclose, give access to, or copy the requested data.

d. Definition for "Initial Sales Orders" is added and shall mean Sales Order Nos. MN-7078239-surqu-6107932; MN-10682707-surqu-8012973; MN-10682530-surqu-8012808; MN-1919172-surqu-7985235; and MN-10681743-surqu-8012080, which is the request for Services to the 8 Customer Service Locations submitted by Customer to Comcast on a then-current Comcast form designated for that purpose. For the purposes of the General Terms and Conditions, the Initial Sales Orders shall also be referred to as Sales Order, except where explicitly identified otherwise.

e. "Sales Order" is deleted in its entirety and replaced with the following:

Sales Order shall mean any Sales Order other than the Initial Sales Orders that Customer submits to Comcast as a request for Comcast to provide the Services to a Service Location(s) on a then-current form designated for that purpose.

f. "Service(s)" is modified to read as follows:

A service provided by Comcast pursuant to a Sales Order under this Agreement.

2. **Article 1 "Changes to the Agreement Terms"** is deleted in its entirety and replaced with the following:

Alteration. Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by both parties.

3. **Article 2.2 "Access"** is hereby modified to read as follows:

In order to deliver certain Services to Customer, Comcast may require access, conduit, and/or common room space ("Access"), both within and/or outside each Service Location. Customer shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Comcast Equipment used to provide the Services within the Service Location(s). Customer shall be responsible for securing, and maintaining on an initial and ongoing basis during the applicable Service Term and/or Renewal Term, such Access within each Service Location unless Comcast has secured such access prior to this Agreement. In the event that Customer, fails to secure or maintain such Access within a particular Service Location, Comcast shall provide Customer written notice of such failure and Customer shall have thirty (30) business days from the date said notice was received by the Customer to cure such failure. If Customer fails to correct such failure within the cure period, Comcast may cancel or terminate Service at such particular Service Location, without further liability, upon written notice to Customer. In such event, except with regard to cancelled or terminated services to Service Locations covered by the Initial Sales Orders, if Comcast has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, a charge equal to those costs or expenses shall apply to Customer's final invoice for that particular Service Location. If Comcast is unable to secure or maintain Access outside a particular Service Location, which Access is needed to provide Service to such Service Location, Customer or Comcast may cancel or terminate Service to such particular Service Location, without further liability beyond the termination date, upon a minimum thirty (30) days' prior written notice to the other party. In such event, if Comcast has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, Comcast shall be responsible for such costs or expenses. Any other failure on the part of Customer to be ready to receive Service, or any refusal on the part of the Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that is otherwise available for use.

Comcast agrees to abide by all applicable laws and regulations. In the event Comcast ceases to provide services or at the conclusion or termination of all agreements between Customer and Comcast, if applicable to the Service, Comcast shall use its best efforts to return all Customer data to the Customer in a Customer-approved format and purge such data from Comcast computers and storage devices. Comcast will provide written verification of data purge if applicable.

4. **Article 2.5 "Ownership, Impairment and Removal of Network"** is hereby modified to read as follows:

Network is and shall remain the property of Comcast regardless of whether installed within or upon the Service Location(s) and whether installed overhead, above, or underground and shall not be considered a fixture or addition to the land or the Service Location(s) located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Comcast's title to the Network, or any portion thereof, or exposes Comcast to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Nothing in this Agreement shall preclude Comcast from using the Network for services provided to other Comcast customers. For a period of six (6) months following Comcast's discontinuance of Service to the Service Location(s), Comcast retains the right to remove the Network including, but not limited to, that portion of the Network that is located in the Service Location. To the extent Comcast removes such portion of the Network it shall be responsible for returning the Service Location(s) to its prior condition, reasonable wear and tear excepted.

5. **Article 2.7 "Engineering Review"** is modified to read as follows:

Engineering Review. Each Sales Order submitted by Customer may be subject to an engineering review. The engineering review will determine whether and to what extent the Network must be extended, built or upgraded ("Custom Installation") in order to provide the ordered Services at the requested Service Location(s). Comcast will provide Customer written notification in the event Service installation at any Service Location will require an additional non-recurring installation fee ("Custom Installation Fee"). Custom Installation Fees may also be referred to as Construction Charges on a Sales Order or Invoice. Customer will have five (5) business days from receipt of such notice to reject the Custom Installation Fee and terminate, without further liability, the Sales Order with respect to the affected Service Location(s). Failure to respond within five (5) business days will be deemed a rejection. For certain Services, the Engineering Review will be conducted prior to Sales Order submission. In such case, Customer will have accepted the designated Custom Installation Fee upon submission of the applicable Sales Order.

6. **Article 3.3 "Payment of Bills"** is hereby modified to read as follows:

Except as otherwise indicated herein or in a PSA, Comcast will invoice Customer in advance on a monthly basis for all monthly recurring charges and fees arising under the Agreement. All other charges will be billed monthly in arrears, including without limitation certain usage based charges and third party pass through fees. Payment is due upon presentation of an invoice. Payment will be

considered timely made to Comcast if received within thirty (30) days after the invoice date, however, customer's account shall provide for a fifteen (15) day Grace Period ("Grace Period") immediately subsequent to the thirty (30) day payment remittance period. Any charges not paid to Comcast within such period will be considered past due. If a Service Commencement Date is not the first day of a billing period, Customer's first monthly invoice shall include any pro-rated charges for the Services, from the date of installation to the start of the next billing period.

7. **Article 3.7 "Other Government-Related Costs and Fees"** is hereby modified to read as follows:

Customer will pay fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies in connection with the sale, use, or provision of the Services, including, without limitation, applicable franchise fees, and universal service fund charges (if any), regardless of whether Comcast or its Affiliates pay the fees directly or are required by an order, rule, or regulation of a taxing jurisdiction to collect them from Customer. Taxes and other government fees and surcharges may be changed with or without notice. In the event that a newly adopted law, rule or regulation imposes a new government fee or surcharge that increases Comcast's costs of providing Services to Customer, Customer shall pay Comcast's additional costs of providing Services to Customer under the new law, rule or regulation.

Notwithstanding the foregoing, this section does not apply to one-time permitting or other non-recurring charges incurred by Comcast which are directly related to the construction of the Network.

8. **Article 3.8 "Disputed Invoice"** is hereby modified to read as follows:

If Customer disputes any portion of an invoice by the due date, Customer must pay the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Customer's claim, to Comcast for the disputed amount of the invoice by the invoice due date. The Parties shall negotiate in good faith to resolve any billing dispute. Comcast will refund/credit all valid disputes resolved in Customer's favor as of the date the disputed charges first appeared on the Customer's invoice. Under no circumstances may Customer submit a billing dispute to Comcast later than one-hundred eighty (180) days following Customer's receipt of the applicable invoice. Except as otherwise provided herein, payment of any disputed amounts by Customer shall not constitute a waiver of any rights or claims of Customer. In the event any part of this provision conflicts with Minnesota Statute Section 471.425, the statute will govern.

9. **Article 3.9 "Past-Due Amounts"** is deleted in its entirety and replaced with the following:

Customer will comply with Minnesota Statute Section 471.425.

10. **Article 3.11 "Fraudulent Use of Service"** is hereby modified to read as follows:

Customer is responsible for all charges attributable to Customer's authorized users with respect to the Service(s), even if incurred as the result of fraudulent or unauthorized use of the Service. Comcast may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to Customer. Comcast reserves the right to restrict, suspend or discontinue providing any Service in the event of fraudulent use of Customer's Service. Notwithstanding the above, if applicable to the Service, the Comcast Enterprise Services sales administrative support team will use commercially reasonable efforts to notify customer when and if it becomes aware of any verified fraudulent activity on the Customer's account.

11. Article 4.2 "Sales Order Term/Revenue Commitment" is hereby modified to read as follows:

"Initial Sales Orders Term/Sales Order Term." The applicable Service Term of the Initial Sales Orders shall be co-terminus with the MSA Term. The applicable Service term of any other Sales Orders shall be co-terminus with the MSA Term.

12. Article 5.2 "Termination for Cause" is hereby modified to read as follows:

If either Party breaches any material term of the Agreement, other than a payment term and the breach continues un-remedied for thirty (30) days after written notice of default, the other Party may terminate for cause any Sales Order materially affected by the breach. (except Comcast may not under this section suspend or terminate service for Safety-Critical functions). If Customer is in breach of a payment obligation (including failure to pay a required deposit) and fails to make a payment in full within ten (10) days after receipt of written notice of default, Comcast may, at its option, terminate the Agreement, terminate the affected Sales Orders, suspend Service (except Comcast may not under this section suspend or terminate service for Safety-Critical functions) under the affected Sales Orders, and/or require a deposit, advance payment, or other satisfactory assurances in connection with any or all Sales Orders as a condition of continuing to provide Service; except that Comcast will not take any such action as a result of Customer's non-payment of a charge subject to an open billing dispute. A Sales Order may be terminated by either Party immediately upon written notice if the other Party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors. Termination by either Party of a Sales Order does not waive any other rights or remedies that it may have under this Agreement. The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach.

13. Article 5.3.B is deleted in its entirety and replaced with the following:

If applicable to the Service, and if requested by Customer, Comcast will use best and commercially reasonable efforts to return all Customer data in a Customer-approved format and purge Customer data from Comcast networks and devices. If applicable, Comcast will give Customer written verification that Customer data has been purged.

14. Article 5.3.D is modified to read as follows:

Customer will permit Comcast to retrieve from the applicable Service Location any and all Comcast Equipment. If Customer fails to permit such retrieval or if the retrieved Comcast Equipment has been damaged or destroyed other than by Comcast or its agents, normal wear and tear excepted, Comcast may invoice Customer for the manufacturer's list price of the relevant Comcast Equipment or the cost of repair (if repair is available and commercially reasonable) whichever is lower, which amounts shall be immediately due and payable.

15. Article 5.6 is added to the Agreement:

Notwithstanding Article 5.3, 5.4 and 5.5, the Parties agree that upon termination of the Agreement, termination of a Sales Order, or discontinuance of Service, the Customer may extend access to the Services in accordance with Article 11.17 Transition Services.

16. Article 6.1 "Limitation of Liability" is hereby modified to read as follows:

A. THE AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL LOSSES, DAMAGES AND CAUSES ARISING OUT OF THE AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICE, AND NOT OTHERWISE LIMITED HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED DIRECT DAMAGES EQUAL TO THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO COMCAST DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. THIS LIMITATION SHALL NOT APPLY TO EITHER PARTY'S INDEMNIFICATION OR CONFIDENTIALITY OBLIGATIONS AND CLAIMS FOR DAMAGE TO PROPERTY AND/OR PERSONAL INJURIES (INCLUDING DEATH) ARISING OUT OF THE NEGLIGENCE OR MISCONDUCT OF COMCAST WHILE ON THE CUSTOMER SERVICE LOCATION. THIS LIMITATION SHALL NOT LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES RENDERED FOR ANY LOST OR DAMAGED EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST OR FOR EARLY TERMINATION CHARGES.

B. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT HOWEVER, THAT NOTHING HEREIN IS INTENDED TO LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES PERFORMED, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST OR FOR EARLY TERMINATION CHARGES.

17. Article 6.2 B. "Disclaimer of Warranties" is modified to read as follows:

Without limiting the generality of the foregoing, and except as otherwise identified in this Agreement, PSA, or Service Level Agreement, Comcast does not warrant that the Services, Comcast Equipment, or Licensed Software will be uninterrupted, error-free, or free of latency or delay, or that the Services, Comcast Equipment, or Licensed Software will meet customer's requirements, or that the Services, Comcast Equipment, or Licensed Software will prevent unauthorized access by third parties.

18. **Article 6.3** is deleted in its entirety.

19. **Article 6.4** is hereby modified to read as follows:

Customer's and Comcast's sole and exclusive remedies are expressly set forth in the Agreement. Certain of the above exclusions may not apply if the state in which the Service is provided does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of the Parties is limited to the maximum extent permitted by law.

20. **Article 7.1 "Comcast's Indemnification Obligations"** is deleted in its entirety and replaced with the following:

Comcast shall indemnify defend, and hold harmless Customer and its parent company, affiliates, employees, directors, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorneys' fees) ("Claims") incurred as a result of: infringement of U.S. patent or copyright relating to the Comcast Equipment or Comcast Licensed Software hereunder; damage to tangible personal property or real property, and personal injuries (including death) arising out of the negligence or misconduct of Comcast while working on the Customer Service Location.

21. **Article 7.2 "Customer's Indemnification Obligation"** is deleted in its entirety and replaced with the following:

Customer shall indemnify, defend, and hold harmless Comcast from any and all Claims arising on account of or in connection with Customer's use or sharing of the Service provided under the Agreement, including with respect to: infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; for patent infringement arising from Customer's combining or connection of CE to use the Service; for damage arising out of the negligence or misconduct of Customer with respect to its users of the Service.

22. **Article 7.3 "Indemnification Procedures"** is hereby modified to read as follows:

The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of this Article 7. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The Indemnifying

Party shall assume the defense of any Action. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

23. Article 8.1 "License" is modified to read as follows:

If and to the extent that Customer requires the use of Licensed Software in order to use the Service supplied under any Sales Order, Customer shall have a personal, nonexclusive, nontransferable, and limited license to use such Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. All Licensed Software provided to Customer, and each revised version thereof, is licensed (not sold) to Customer by Comcast only for use in conjunction with the Service. Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto), and Customer shall execute any documentation reasonably required by Comcast, including, without limitation, end-user license agreements for the Licensed Software. Comcast and its suppliers shall retain ownership of the Licensed Software, and no rights are granted to Customer other than a license to use the Licensed Software under the terms expressly set forth in this Agreement.

24. Article 9.1 "Disclosure and Use" revised to include the following sentence:

In the event any part of this provision conflicts with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 (the "Act"), the Act will govern.

Notwithstanding the foregoing information in this Article 9.1, the Parties agree that the Data Practices Act governs the disclosure of confidential information in the Parties possession.

25. Article 9.3 "Publicity" is hereby modified to read as follows:

The Agreement provides no right to use any Party's or its affiliates' trademarks, service marks, or trade names, or to otherwise refer to the other Party in any marketing, promotional, or advertising materials or activities. Neither Party shall issue any publication or press release except as permitted by the Agreement or otherwise consented to in writing by the other Party.

26. Article 10.1 "Prohibited Uses and Comcast Use Policies" is hereby modified to read as follows:

Customer is prohibited from using, or permitting the use of, any Service (i) for any purpose in violation of any law, rule, regulation, or policy of any government authority; (ii) in violation of any Use Policy (as defined below); (iii) for any use as to which Customer has not obtained all required

government approvals, authorizations, licenses, consents, and permits; or (iv) to interfere unreasonably with the use of Comcast service by others or the operation of the Network. Customer is responsible for requiring its users to comply with the provisions of the Agreement. Comcast reserves the right to act immediately to-terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users, if Comcast determines that such use is prohibited as identified herein, or information does not conform with the requirements set or Comcast reasonably believes that such use or information may violate any laws, regulations, or written or electronic instructions for use. Notwithstanding the above, and except when required by law or in emergency situations, the Comcast Enterprise Services sales administrative support team will use commercially reasonable efforts to notify customer before taking such restrictive actions. Notwithstanding the foregoing, except in situations where Comcast has been instructed by the law or police action to not consult with Customer prior to restrictive actions. Furthermore, to the extent applicable, Services shall be subject to Comcast's acceptable use policies incorporated into this Agreement ("Use Policies") that may limit use. Only those Use Policies and other security policies concerning the Services posted on the Website as of the date of this Agreement are incorporated into this Agreement by reference. Comcast may update the Use Policies from time to time, and such updates shall be deemed effective immediately upon posting and delivery of written notice to Customer. Comcast's action or inaction in enforcing acceptable use shall not constitute review or approval of Customer's or any other users' use or information. Comcast will annually present to Customer for review any changes to Use Policies.

27. Article 10.4 is hereby modified to read as follows:

Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof.

Notwithstanding the foregoing, Customer may make the services available to its authorized end users as set forth in the Initial Sales Orders and may place orders for service on behalf of other municipalities for services under this Agreement. The City's charging of a cost-recovery/cost sharing fee for the cost of the services provided under this Agreement to another local government unit as part of a joint powers or cost sharing agreement would not constitute resale.

28. Article 10.5 "Violation" is hereby modified to read as follows:

Any breach of Article 10.1 or 10.4 may be deemed a material breach of this Agreement. In the event of such material breach, Comcast may restrict, suspend, or terminate immediately any or all Sales Orders, without liability on the part of Comcast, and then to notify Customer of the action that Comcast has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

29. Article 11.2 "Assignment or Transfer" is hereby modified to read as follows:

Neither Party shall assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld. All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party. The foregoing notwithstanding, upon written notice to Customer, Comcast may assign this Agreement, to any affiliate, related entity, or third party without Customer's consent. Any third party acquiring rights from Comcast through an assignment will have all necessary regulatory authority to provide the fiber transport services under the Agreement. Nothing herein is intended to limit Comcast's use of third-party consultants and contractors to perform Services under a Sales Order.

30. Article 11.15 "Precedence" is added to the Agreement:

In the event of an explicit conflict between this First Amendment to the Comcast Enterprise Services Master Agreement and the Comcast Enterprise Services General Terms and Conditions, this First Amendment will control in the interpretation of the conflict. All other documents comprising the Agreement will control in order of precedence noted above.

31. Article 11.17 "Transition Services" is added to the Agreement:

If (a) the Customer or Comcast elects not to renew this Agreement after the Initial Term pursuant to the Service Term specified in the respective Sales Orders; (b) the Customer so elects upon expiration of this Agreement, then the Customer may extend access to the Services, at Comcast's then current time and materials rate, ("Transition Services") on a month-to-month basis for a period not to exceed six (6) months or, if mutually agreed-to by the Customer and Comcast, twelve (12) months, ("Transition Period") from the date of the expiration or termination of this Agreement. Further, in the event Comcast terminates this Agreement or any Sales Order pursuant to section 5.2 of this Agreement, Customer may elect to extend access to safety-critical services and functions at the Transition Services rates. Transition Services rates must be commercially reasonable and represent fair market value. The rates for the Transition Services shall be at Comcast's then current Services fees schedule in effect at the time of expiration or termination of this Agreement. The Customer shall give Comcast no less than sixty (60) days prior written notice before the expiration or termination of this Agreement of its desire to extend access under this Section, and shall provide thirty (30) days prior written notice of election to cancel Transition Services after the Transition Period begins. Upon expiration of the Transition Period for Transition Services, Comcast shall terminate the Services and no further extension shall be given without prior written approval of Comcast. In addition, in the event the Customer terminates this Agreement for cause, Comcast shall cooperate with the Customer during the Transition Period in its attempts at transferring to another service provider.

32. Article 11.18 Safety Critical Services and Functions is added to the Agreement:

Notwithstanding any term to the contrary in this Agreement, and with the limited exception of when required by law or in emergency situations, in the event Comcast determines that under the

terms of this Agreement it will terminate, discontinue, suspend, restrict, or otherwise interrupt Safety-Critical services or functions, Comcast will notify Customer prior to service disruption of the intended action and basis for action and Customer may elect to continue Safety Critical services. Safety Critical services or functions are Services required to operate Customer's emergency service dispatch systems.

33. Pricing for Additional Locations. The following pricing schedule* is hereby added to the Agreement and applicable to Ethernet Network Services purchased by the Customer during the initial Service Term:

Pricing Schedule for Ethernet Network Services

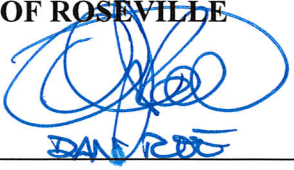
Service	Bandwidth	Term	MRC	Custom Install Fees
ENS	1000 Mbps	60 Months	\$958.00	\$250.00
ENS	100 Mbps	60 Months	\$486.00	\$250.00
ENS	10 Mbps	60 Months	\$242.00	\$250.00

*All new On-Net Service Locations may be subject to additional Custom Install Fees due to construction expenses incurred by Comcast. MRC includes Ethernet services and equipment.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the day and year written below and the persons signing covenant and warrant that they are duly authorized to sign for and on behalf of the respective Parties. Except as otherwise modified by this Amendment, all other terms and conditions set forth in the Agreement shall remain in full force and effect.

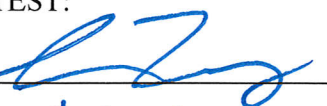
Dated: Oct. 9, 2017

CITY OF ROSEVILLE

By: 

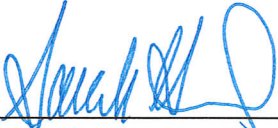
Its: MAYOR

ATTEST:

By: 

Its: City Manager

COMCAST OF MINNESOTA, INC.

By: 

Its: SVP, Finance

Dated: _____

CITY OF HUGO

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

Dated: _____

CITY OF ARDEN HILLS

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

Dated: _____

COMCAST OF MINNESOTA, INC.

By: _____

Its: _____

COMCAST OF MINNESOTA, INC.

By: _____

Its: _____

CITY OF LAUDERDALE

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

Dated: _____

CITY OF NORTH OAKS

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

COMCAST OF MINNESOTA, INC.

By: _____

Its: _____

COMCAST OF MINNESOTA, INC.

By: _____

Its: _____

Exhibit B3 - Comcast Enterprise Services General Terms and Conditions

COMCAST ENTERPRISE SERVICES GENERAL TERMS AND CONDITIONS

VERSION: 1.2

DEFINITIONS

Affiliate: Any entity that controls, is controlled by or is under common control with Comcast.

Agreement, Enterprise Services Master Services Agreement or MSA: Consists of the Enterprise Master Services Agreement Cover Page executed by the Customer and accepted by Comcast, these Enterprise Services General Terms and Conditions ("General Terms and Conditions"), the then current Product-Specific Attachment for each ordered Service ("PSA"), any written amendments to the Agreement executed by both Parties including any supplemental terms and conditions ("Amendment(s)"), and each Sales Order accepted by Comcast under the Agreement.

Amendment(s): Any written amendment to the Agreement, executed by both Parties, including any supplemental terms and conditions.

Comcast: The operating company affiliate or subsidiary of Comcast Cable Communications Management, LLC that provides the Services under the Enterprise Services Master Service Agreement. References to Comcast in the Limitation of Liability, Disclaimer of Warranties and Indemnification Articles shall also include its directors, officers, employees, agents, Affiliates, suppliers, licensors, successors, and assigns, as the case may be.

Comcast Website or Website: The Comcast website where the General Terms and Conditions, PSAs and other Comcast security and privacy policies applicable to the Agreement will be posted. The current URL for the Website is <http://business.comcast.com/enterprise-terms-of-service>. Comcast may update the Website documents and/or URL from time to time.

Comcast Equipment: Any and all facilities, equipment or devices provided by Comcast or its authorized contractors at the Service Location(s) that are used to deliver any of the Services including, but not limited to, all terminals, wires, modems, lines, circuits, ports, routers, gateways, switches, channel service units, data service units, cabinets, and racks. Notwithstanding the above, inside telephone wiring within the Service Location, whether or not installed by Comcast, shall not be considered Comcast Equipment.

Confidential Information: All information regarding either Party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential." or which reasonably should be known by the receiving party to be proprietary or confidential information. Without limiting the generality of the foregoing, Confidential Information shall include, even if not marked, the Agreement, all Licensed

Software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance) and invoices, as well as the Parties' communications regarding such items.

Customer: The company, corporation, or other entity named on the Enterprise Services Master Service Agreement Cover Page and a Sales Order.

Customer-Provided Equipment (CE): Any and all facilities, equipment or devices supplied by Customer for use in connection with the Services.

Demarcation Point: The point of interconnection between the Network and Customer's provided equipment located at a Service Location. In some cases the Demarcation Point shall be the User to Network Interface (UNI) port on Comcast Equipment at a Service Location.

General Terms and Conditions: These Enterprise Services General Terms and Conditions.

Licensed Software: Computer software or code provided by Comcast or required to use the Services, including without limitation, associated documentation, and all updates thereto.

Network: Consists of the Comcast Equipment, facilities, fiber optic cable associated with electronics and other equipment used to provide the Services.

Party: A reference to Comcast or the Customer; and in the plural, a reference to both companies.

Product Specific Attachment(s) (PSA): The additional terms and conditions applicable to Services ordered by Customer under the Agreement.

Revenue Commitment: A commitment by Customer to purchase a minimum volume of Service during an agreed term, as set forth in a Sales Order.

Sales Order: A request for Comcast to provide the Services to a Service Location(s) submitted by Customer to Comcast (a) on a then-current Comcast form designated for that purpose or (b) if available, through a Comcast electronic order processing system designated for that purpose.

Service(s): A service provided by Comcast pursuant to a Sales Order. All Services provided under the Agreement are for commercial use only. Services available under this Agreement are identified on the Website.

Service Commencement Date: The date(s) on which Comcast first makes Service available for use by Customer. A single Sales Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.

Service Location(s): The Customer location(s) where Comcast provides the Services, to the extent the Customer owns, leases, or otherwise controls such location(s).

Service Term: The duration of time (commencing on the Service Commencement Date) for which Services are ordered, as specified in a Sales Order.

Tariff: A federal or state Comcast tariff and the successor documents of general applicability that replace such tariff in the event of detariffing.

Termination Charges: Charges that may be imposed by Comcast if, prior to the end of the applicable Service Term (a) Comcast terminates Services for cause or (b) Customer terminates Services without cause. Termination Charges are as set forth in each PSA, and are in addition to any other rights and remedies under the Agreement.

ARTICLE 1. CHANGES TO THE AGREEMENT

TERMS

Comcast may change or modify the Agreement, and any related policies from time to time ("Revisions") by posting such Revisions to the Comcast Website. The Revisions are effective upon posting to the Website. Customer will receive notice of the Revisions in the next applicable monthly invoice. Customer shall have thirty (30) calendar days from the invoice notice of such Revisions to provide Comcast with written notice that the Revisions adversely affect Customer's use of the Service(s). If after notice Comcast is able to verify such adverse affect but is unable to reasonably mitigate the Revision's impact on such Services, then Customer may terminate the impacted Service(s) without further obligation to Comcast beyond the termination date, including Termination Charges, if any. This shall be Customer's sole and exclusive remedy.

ARTICLE 2. DELIVERY OF SERVICE

2.1 Orders. Customer shall submit to Comcast a properly completed Sales Order to initiate Service to a Service Location(s). A Sales Order shall become binding on the Parties when (i) it is specifically accepted by Comcast either electronically or in writing, (ii) Comcast begins providing the Service described in the Sales Order or (iii) Comcast begins Custom Installation (as defined in Article 2.7) for delivery of the Services described in the Sales Order, whichever is earlier. When a Sales Order becomes effective it shall be deemed part of, and shall be subject to, the Agreement.

2.2 Access. In order to deliver certain Services to Customer, Comcast may require access, right-of-way, conduit, and/or common room space ("Access"), both within and/or outside each Service Location. Customer shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and

maintenance of the Comcast Equipment used to provide the Services within the Service Location(s). Customer shall be responsible for securing, and maintaining on an initial and ongoing basis during the applicable Service Term and/or Renewal Term, such Access within each Service Location unless Comcast has secured such access prior to this Agreement. In the event that Customer, fails to secure or maintain such Access within a particular Service Location, Comcast may cancel or terminate Service at such particular Service Location, without further liability, upon written notice to Customer. In such event, if Comcast has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, a charge equal to those costs and expenses shall apply to Customer's final invoice for that particular Service Location. If Comcast is unable to secure or maintain Access outside a particular Service Location, which Access is needed to provide Services to such Service Location, Customer or Comcast may cancel or terminate Service at such particular Service Location, without further liability beyond the termination date, upon a minimum thirty (30) days' prior written notice to the other party. In such event, if Comcast has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, Comcast shall be responsible for such costs or expenses. Any other failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that is otherwise available for use.

2.3 Hazardous Materials. If the presence of asbestos or other hazardous materials exists or is detected at a Service Location or within the building where the Service Location is located, Comcast may immediately stop providing Services until such a time as such materials are removed. Alternatively Customer may notify Comcast to install the applicable portion of the Service in areas of any such Service Location not containing such hazardous material. Any additional expense incurred by Comcast as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer. Customer shall use reasonable efforts to maintain its property and Service Locations in a manner that preserves the integrity of the Services.

2.4 Comcast Equipment. At any time Comcast may remove or change Comcast Equipment in its sole discretion in connection with providing the Services. Customer shall not move, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Comcast Equipment or permit others to do so, and shall not use the Comcast Equipment for any purpose other than that authorized by the Agreement. Comcast shall maintain Comcast Equipment in good operating condition during the term of this Agreement; provided, however, that such maintenance shall be at Comcast's expense only to the extent that it is related to and/or resulting from the ordinary and proper use of the Comcast Equipment. Customer is responsible for damage to, or loss of, Comcast Equipment caused by its acts or omissions, and its noncompliance with this Article, or by fire, theft or other casualty at the Service Location(s), unless caused by the gross negligence or willful misconduct of Comcast.

2.5 Ownership, Impairment and Removal of Network.

The Network is and shall remain the property of Comcast regardless of whether installed within or upon the Service Location(s) and whether installed overhead, above, or underground and shall not be considered a fixture or an addition to the land or the Service Location(s) located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Comcast's title to the Network, or any portion thereof, or exposes Comcast to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Nothing in this Agreement shall preclude Comcast from using the Network for services provided to other Comcast customers. For a period of twelve (12) months following Comcast's discontinuance of Service to the Service Location(s), Comcast retains the right to remove the Network including, but not limited to, that portion of the Network that is located in the Service Location. To the extent Comcast removes such portion of the Network it shall be responsible for returning the Service Location(s) to its prior condition, reasonable wear and tear excepted.

2.6 Customer-Provided Equipment ("CE"). Comcast shall have no obligation to install, operate, or maintain CE. Customer shall have sole responsibility for providing maintenance, repair, operation and replacement of all CE, inside telephone wiring and other Customer equipment and facilities on the Customer's side of the Demarcation Point. Neither Comcast nor its employees, Affiliates, agents or contractors will be liable for any damage, loss, or destruction to CE, unless caused by the gross negligence or willful misconduct of Comcast. CE shall at all times be compatible with the Network as determined by Comcast in its sole discretion. In addition to any other service charges that may be imposed from time to time, Customer shall be responsible for the payment of service charges for visits by Comcast's employees or agents to a Service Location when the service difficulty or trouble report results from the use of CE or facilities provided by any party other than Comcast.

2.7 Engineering Review. Each Sales Order submitted by Customer may be subject to an engineering review. The engineering review will determine whether and to what extent the Network must be extended, built or upgraded ("Custom Installation") in order to provide the ordered Services at the requested Service Location(s). Comcast will provide Customer written notification in the event Service installation at any Service Location will require an additional non-recurring installation fee ("Custom Installation Fee"). Custom Installation Fees may also be referred to as Construction Charges on a Sales Order or Invoice. Customer will have five (5) days from receipt of such notice to reject the Custom Installation Fee and terminate, without further liability, the Sales Order with respect to the affected Service Location(s). For certain Services, the Engineering Review will be conducted prior to Sales Order submission. In such case, Customer will have accepted the designated Custom Installation Fee upon submission of the applicable Sales Order.

2.8 Service Acceptance. Except as may otherwise be identified in the applicable PSA, the Service Commencement Date shall be the date Comcast completes installation and connection of the necessary facilities and equipment to provide the Service at a Service Location.

2.9 Administrative Website. Comcast may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Website. Customer shall be responsible for the confidentiality and use of such user identifications and/or passwords and shall immediately notify Comcast if there has been an unauthorized release, use or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Website. Customer shall be solely responsible for all use of the Administrative Website, and Comcast shall be entitled to rely on all Customer uses of and submissions to the Administrative Website as authorized by Customer. Comcast shall not be liable for any loss, cost, expense or other liability arising out of any Customer use of the Administrative Website or any information on the Administrative Website. Comcast may change or discontinue the Administrative Website, or Customer's right to use the Administrative Website, at any time. Additional terms and policies may apply to Customer's use of the Administrative Website. These terms and policies will be posted on the site.

ARTICLE 3. BILLING AND PAYMENT

3.1 Charges. Except as otherwise provided in the applicable PSA, Customer shall pay Comcast one hundred percent (100%) of the Custom Installation Fee prior to the installation of Service. Customer further agrees to pay all charges associated with the Services, as set forth or referenced in the applicable PSA, Sales Order(s) or invoice from Comcast. These charges may include, but are not limited to standard and custom non-recurring installation charges, monthly recurring service charges, usage charges including without limitation charges for the use of Comcast Equipment, per-call charges, pay-per-view charges, charges for service calls, maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Some Services such as measured and per-call charges, pay-per-view movies or events, and interactive television (as explained in the applicable PSA) may be invoiced after the Service has been provided to Customer. Except as otherwise indicated herein or in the applicable PSA(s) monthly recurring charges for Ethernet, Video and Internet Services that are identified on a Sales Order shall not increase during the Service Term. Except as otherwise indicated herein or in the Sales Order(s), Voice Service pricing, charges and fees can be found in the applicable PSA.

3.2 Third-Party Charges. Customer may incur charges from third party service providers that are separate and apart from, or based on the amounts charged by Comcast. These may include, without limitation, charges resulting from wireless services including roaming charges, accessing on-line services, calls to parties who charge for their telephone based

services, purchasing or subscribing to other offerings via the Internet or interactive options on certain Video services, or otherwise. Customer agrees that all such charges, including all applicable taxes, are Customer's sole responsibility. In addition, Customer is solely responsible for protecting the security of credit card information provided to others in connection with such transactions.

3.3 Payment of Bills. Except as otherwise indicated herein or in a PSA, Comcast will invoice Customer in advance on a monthly basis for all monthly recurring charges and fees arising under the Agreement. All other charges will be billed monthly in arrears, including without limitation certain usage based charges and third party pass through fees. Payment is due upon presentation of an invoice. Payment will be considered timely made to Comcast if received within thirty (30) days after the invoice date. Any charges not paid to Comcast within such period will be considered past due. If a Service Commencement Date is not the first day of a billing period, Customer's first monthly invoice shall include any pro-rated charges for the Services, from the date of installation to the start of the next billing period. In certain cases, Comcast may agree to provide billing services on behalf of third parties, as the agent of the third party. Any such third-party charges shall be payable pursuant to any contract or other arrangement between the third party and Customer and/or Comcast. Comcast shall not be responsible for any dispute regarding these charges between Customer and such third party. Customer must address all such disputes directly with the third party.

3.4 Partial Payment. Partial payment of any bill will be applied to the Customer's outstanding charges in amounts and proportions solely determined by Comcast. No acceptance of partial payment(s) by Comcast shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

3.5 Credit Approval and Deposits. Initial and ongoing delivery of Services may be subject to credit approval. Customer shall provide Comcast with credit information requested by Comcast. Customer authorizes Comcast to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records. Customer represents and warrants that all credit information that it provides to Comcast will be true and correct. Comcast, in its sole discretion, may deny the Services based upon an unsatisfactory credit history. Additionally, subject to applicable regulations, Comcast may require Customer to make a deposit (in an amount not to exceed an estimated two months charge for the Services) as a condition to Comcast's provision of the Services, or as a condition to Comcast's continuation of the Services. The deposit will not, unless explicitly required by law, bear interest and shall be held by Comcast as security for payment of Customer's charges. Comcast may apply the deposit to any delinquent Customer charges upon written notice to Customer. If Comcast uses any or all of the deposit to pay an account delinquency, Customer will replenish the deposit by that amount within five (5) days of its receipt of written notice from Comcast. If the provision of Service to Customer is terminated, or if Comcast determines in its sole discretion that

such deposit is no longer necessary, then the amount of the deposit (plus any required deposit interest) will be credited to Customer's account or will be refunded to Customer, as determined by Comcast.

3.6 Taxes and Fees. Except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer also will be responsible to pay any Service fees, payment obligations and taxes that become applicable retroactively.

3.7 Other Government-Related Costs and Fees. Comcast reserves the right to invoice Customer for any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Services, including, without limitation, applicable franchise fees, right of way fees and Universal Service Fund charges (if any), regardless of whether Comcast or its Affiliates pay the fees directly or are required by an order, rule, or regulation of a taxing jurisdiction to collect them from Customer. Taxes and other government-related fees and surcharges may be changed with or without notice. In the event that any newly adopted law, rule, regulation or judgment increases Comcast's costs of providing Services, Customer shall pay Comcast's additional costs of providing Services under the new law, rule, regulation or judgment.

3.8 Disputed Invoice. If Customer disputes any portion of an invoice by the due date, Customer must pay fifty percent (50%) of the disputed charges, in addition to the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Customer's claim, to Comcast for the disputed amount of the invoice by the invoice due date. The Parties shall negotiate in good faith to resolve any billing dispute. Comcast will refund/credit all valid disputes resolved in Customer's favor as of the date the disputed charges first appeared on the Customer's invoice.

3.9 Past-Due Amounts. Any payment not made when due will be subject to a late charge of 1.5% per month or the highest rate allowed by law on the unpaid invoice, whichever is lower. If Customer's account is delinquent, Comcast may refer the account to a collection agency or attorney that may pursue collection of the past due amount and/or any Comcast Equipment which Customer fails to return in accordance with the Agreement. If Comcast is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned Comcast Equipment, Customer agrees to pay all reasonable costs of collection or other action. The remedies set forth herein are in addition to and not in limitation of any other rights and remedies available to Comcast under the Agreement or at law or in equity.

3.10 Rejected Payments. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution.

3.11 Fraudulent Use of Services. Customer is responsible for all charges attributable to Customer with respect to the Service(s), even if incurred as the result of fraudulent or unauthorized use of the Service. Comcast may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to Customer. Comcast reserves the right to restrict, suspend or discontinue providing any Service in the event of fraudulent use of Customer's Service.

ARTICLE 4. TERM; REVENUE COMMITMENT

4.1 Agreement Term. Upon execution of the Agreement, Customer shall be allowed to submit Sales Orders to Comcast during the term referenced on the Master Service Agreement Cover Page ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the Parties to execute a new agreement. This Agreement shall continue in effect until the expiration or termination date of the last Sales Order entered under the Agreement, unless terminated earlier in accordance with the Agreement.

4.2 Sales Order Term/Revenue Commitment. The applicable Service Term and Revenue Commitment (if any) shall be set forth in the Sales Order. Unless otherwise stated in these terms and conditions or the applicable PSA, if a Sales Order does not specify a term of service, the Service Term shall be one (1) year from the Service Commencement Date. In the event Customer fails to satisfy a Revenue Commitment, Customer will be billed a shortfall charge pursuant to the terms of the applicable PSA.

4.3 Sales Order Renewal. Upon the expiration of the Service Term, and unless otherwise agreed to by the Parties in the Sales Order, each Sales Order shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)"), unless otherwise stated in these terms and conditions or prior notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. Effective at any time after the end of the Service Term and from time to time thereafter, Comcast may, modify the charges for Ethernet, Internet and/or Video Services subject to thirty (30) days prior written notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing.

ARTICLE 5. TERMINATION WITHOUT FAULT; DEFAULT

5.1 Termination for Convenience. Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate any or all Sales Order(s) at any time during the Service Term(s), upon thirty (30) days prior written notice to Comcast and subject to payment to Comcast of all outstanding amounts due for the

Services, any and all applicable Termination Charges, and the return of all applicable Comcast Equipment. Comcast may terminate the Agreement if Customer does not take any Service under a Sales Order for twelve (12) consecutive months or longer.

5.2 Termination for Cause. If either Party breaches any material term of the Agreement, other than a payment term, and the breach continues un-remedied for thirty (30) days after written notice of default, the other Party may terminate for cause any Sales Order materially affected by the breach. If Customer is in breach of a payment obligation (including failure to pay a required deposit) and fails to make payment in full within ten (10) days after receipt of written notice of default, Comcast may, at its option, terminate the Agreement, terminate the affected Sales Orders, suspend Service under the affected Sales Orders, and/or require a deposit, advance payment, or other satisfactory assurances in connection with any or all Sales Orders as a condition of continuing to provide Service; except that Comcast will not take any such action as a result of Customer's non-payment of a charge subject to a timely billing dispute, unless Comcast has reviewed the dispute and determined in good faith that the charge is correct. A Sales Order may be terminated by either Party immediately upon written notice if the other Party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors. Termination by either Party of a Sales Order does not waive any other rights or remedies that it may have under this Agreement. The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach.

5.3 Effect of Expiration/Termination of a Sales Order.

Upon the expiration or termination of a Sales Order for any reason:

- A. Comcast shall disconnect the applicable Service;
- B. Comcast may delete all applicable data, files, electronic messages, or other information stored on Comcast's servers or systems;
- C. If Customer has terminated the Sales Order prior to the expiration of the Service Term for convenience, or if Comcast has terminated the Sales Order prior to the expiration of the Service Term as a result of material breach by Customer, Comcast may assess and collect from Customer applicable Termination Charges (if any);
- D. Customer shall, permit Comcast to retrieve from the applicable Service Location any and all Comcast Equipment. If Customer fails to permit such retrieval or if the retrieved Comcast Equipment has been damaged and/or destroyed other than by Comcast or its agents, normal wear and tear excepted, Comcast may invoice Customer for the manufacturer's list price of the relevant Comcast Equipment, or in the event of minor damage to the retrieved Comcast Equipment, the cost of repair, which amounts shall be immediately due and payable; and

E. Customer's right to use applicable Licensed Software shall automatically terminate, and Customer shall be obligated to return all Licensed Software to Comcast.

5.4 Resumption of Service. If a Service has been discontinued by Comcast for cause and Customer requests that the Service be restored, Comcast shall have the sole and absolute discretion to restore such Service. At Comcast's option, deposits, advanced payments, nonrecurring charges, and/or an extended Service Term may apply to restoration of Service.

5.5 Regulatory and Legal Changes. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement upon its execution are based on applicable law and regulations as they exist on the date of execution of this Agreement. The Parties agree that in the event of any subsequent decision by a legislative, regulatory or judicial body, including any regulatory or judicial order, rule, regulation, decision in any arbitration or other dispute resolution or other legal or regulatory action that materially affects the provisions or ability to provide Services on economic terms of the Agreement, Comcast may, by providing written notice to the Customer, require that the affected provisions of the Agreement be renegotiated in good faith. If Customer refuses to enter such renegotiations, or the Parties can't reach resolution on new Agreement terms, Comcast may, in its sole discretion, terminate this Agreement, in whole or in part, upon sixty (60) days written notice to Customer.

ARTICLE 6. LIMITATION OF LIABILITY: DISCLAIMER OF WARRANTIES; WARNINGS

6.1 Limitation of Liability.

A, **THE AGGREGATE LIABILITY OF COMCAST FOR ANY AND ALL LOSSES, DAMAGES AND CAUSES ARISING OUT OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICE, AND NOT OTHERWISE LIMITED HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED DIRECT DAMAGES EQUAL TO THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO COMCAST DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. THIS LIMITATION SHALL NOT APPLY TO COMCAST'S INDEMNIFICATION OBLIGATIONS AND CLAIMS FOR DAMAGE TO PROPERTY AND/OR PERSONAL INJURIES (INCLUDING DEATH) ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMCAST WHILE ON THE CUSTOMER SERVICE LOCATION.**

B. **NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY**

LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT HOWEVER, THAT NOTHING HEREIN IS INTENDED TO LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST OR FOR TERMINATION CHARGES.

6.2 Disclaimer of Warranties.

A. Services shall be provided pursuant to the terms and conditions in the applicable PSA and Service Level Agreement, and are in lieu of all other warranties, express, implied or statutory, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. **TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMCAST EXPRESSLY DISCLAIMS ALL SUCH EXPRESS, IMPLIED AND STATUTORY WARRANTIES.**

B. Without limiting the generality of the foregoing, and except as otherwise identified in a PSA or Service Level Agreement, Comcast does not warrant that the Services, Comcast Equipment, or Licensed Software will be uninterrupted, error-free, or free of latency or delay, or that the Services, Comcast Equipment, or Licensed Software will meet customer's requirements, or that the Services, Comcast Equipment, or Licensed Software will prevent unauthorized access by third parties.

C. In no event shall Comcast, be liable for any loss, damage or claim arising out of or related to: (i) stored, transmitted, or recorded data, files, or software; (ii) any act or omission of Customer, its users or third parties; (iii) interoperability, interaction or interconnection of the Services with applications, equipment, services or networks provided by Customer or third parties; or (iv) loss or destruction of any Customer hardware, software, files or data resulting from any virus or other harmful feature or from any attempt to remove it. Customer is advised to back up all data, files and software prior to the installation of Service and at regular intervals thereafter.

6.3 Disruption of Service. Notwithstanding the performance standards identified in a PSA, the Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment ("High Risk Activities"). These High Risk Activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required.

6.4 Customer's sole and exclusive remedies are expressly set forth in the Agreement. Certain of the above exclusions may not apply if the state in which a Service is provided does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of Comcast is limited to the maximum extent permitted by law.

ARTICLE 7. INDEMNIFICATION

7.1 Comcast's Indemnification Obligations. Comcast shall indemnify, defend, and hold harmless Customer and its parent company, affiliates, employees, directors, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorneys' fees) ("Claims") incurred as a result of: infringement of U.S. patent or copyright relating to the Comcast Equipment or Comcast Licensed Software hereunder; damage to tangible personal property or real property, and personal injuries (including death) arising out of the gross negligence or willful misconduct of Comcast while working on the Customer Service Location.

7.2 Customer's Indemnification Obligations. Customer shall indemnify, defend, and hold harmless Comcast from any and all Claims arising on account of or in connection with Customer's use or sharing of the Service provided under the Agreement, including with respect to: libel, slander, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; for patent infringement arising from Customer's combining or connection of CE to use the Service; for damage arising out of the gross negligence or willful misconduct of Customer with respect to users of the Service.

7.3 Indemnification Procedures. The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of this Article 7. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The Indemnifying Party shall assume the defense of any Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 8. SOFTWARE & SERVICES

8.1 License. If and to the extent that Customer requires the use of Licensed Software in order to use the Service supplied under any Sales Order, Customer shall have a personal, nonexclusive, nontransferable, and limited license to use such Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. All Licensed Software provided to Customer, and each revised version thereof, is licensed (not sold) to Customer by Comcast only for use in conjunction with the Service. Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto), and Customer shall execute any documentation reasonably required by Comcast,

including, without limitation, end-user license agreements for the Licensed Software. Comcast and its suppliers shall retain ownership of the Licensed Software, and no rights are granted to Customer other than a license to use the Licensed Software under the terms expressly set forth in this Agreement.

8.2 Restrictions. Customer agrees that it shall not: (i) copy the Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of Comcast; (ii) reverse engineer, decompile, or disassemble the Licensed Software; (iii) sell, lease, license, or sublicense the Licensed Software; or (iv) create, write, or develop any derivative software or any other software program based on the Licensed Software.

8.3 Updates. Customer acknowledges that the use of Service may periodically require updates and/or changes to certain Licensed Software resident in the Comcast Equipment or CE. If Comcast has agreed to provide updates and changes, such updates and changes may be performed remotely or on-site by Comcast, at Comcast's sole option. Customer hereby consents to, and shall provide free access for, such updates deemed reasonably necessary by Comcast. If Customer fails to agree to such updates, Comcast will be excused from the applicable Service Level Agreement and other performance credits, and any and all liability and indemnification obligations regarding the applicable Service.

8.4 Export Law and Regulation. Customer acknowledges that any products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export laws and regulations. Customer agrees that it will not use, distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with U.S. export regulations. If requested by Comcast, Customer also agrees to sign written assurances and other export-related documents as may be required for Comcast to comply with U.S. export regulations.

8.5 Ownership of Telephone Numbers and Addresses. Customer acknowledges that use of certain Services does not give it any ownership or other rights in any telephone number or Internet/on-line addresses provided, including but not limited to Internet Protocol ("IP") addresses, e-mail addresses and web addresses.

8.6 Intellectual Property Rights in the Services. Title and intellectual property rights to the Services are owned by Comcast, its agents, suppliers or affiliates or their licensors or otherwise by the owners of such material. The copying, redistribution, bundling or publication of the Services, in whole or in part, without express prior written consent from Comcast or other owner of such material, is prohibited.

ARTICLE 9. CONFIDENTIAL INFORMATION AND PRIVACY

9.1 Disclosure and Use. All Confidential Information disclosed by either Party shall be kept by the receiving party in

strict confidence and shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing this Agreement, using the Services, rendering the Services, and marketing related products and services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure); or (ii) as otherwise authorized by this Agreement. Each Party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care.

9.2 Exceptions. Notwithstanding the foregoing, each Party's confidentiality obligations hereunder shall not apply to information that: (i) is already known to the receiving party without a pre-existing restriction as to disclosure; (ii) is or becomes publicly available without fault of the receiving party; (iii) is rightfully obtained by the receiving party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing party; (iv) is developed independently by the receiving party without use of the disclosing party's Confidential Information; or (v) is required to be disclosed by law or regulation.

9.3 Publicity. The Agreement provides no right to use any Party's or its affiliates' trademarks, service marks, or trade names, or to otherwise refer to the other Party in any marketing, promotional, or advertising materials or activities. Neither Party shall issue any publication or press release relating to, or otherwise disclose the existence of, the terms and conditions of any contractual relationship between Comcast and Customer, except as permitted by the Agreement or otherwise consented to in writing by the other Party.

9.4 Passwords. Comcast may furnish Customer with user identifications and passwords for use in conjunction with certain Services, including, without limitation, for access to certain non-public Comcast website materials. Customer understands and agrees that such information shall be subject to Comcast's access policies and procedures located on Comcast's Web Site.

9.5 Remedies. Notwithstanding any other Article of this Agreement, the non-breaching Party shall be entitled to seek equitable relief to protect its interests pursuant to this Article 9, including, but not limited to, injunctive relief.

9.6 Monitoring of Services. Except as otherwise expressly set forth in a PSA, Comcast assumes no obligation to pre-screen or monitor Customer's use of the Service, including without limitation postings and/or transmission. However, Customer acknowledges and agrees that Comcast and its agents shall have the right to pre-screen and monitor such use from time to time and to use and disclose such results to the extent necessary to operate the Service properly, to ensure compliance with applicable use policies, to protect the rights and/or property of Comcast, or in emergencies when physical safety is at issue, and that Comcast may disclose the

same to the extent necessary to satisfy any law, regulation, or governmental request. Comcast shall have no liability or responsibility for content received or distributed by Customer or its users through the Service, and Customer shall indemnify, defend, and hold Comcast and its directors, officers, employees, agents, subsidiaries, affiliates, successors, and assigns harmless from any and all claims, damages, and expenses whatsoever (including reasonable attorneys' fees) arising from such content attributable to Customer or its users. For the avoidance of doubt, the monitoring of data described in this Section 9.6 refers to aggregate data and types of traffic (protocol, upstream/downstream utilization, etc.). Comcast does not have access to the content of encrypted data transmitted across Comcast networks.

9.7 Survival of Confidentiality Obligations. The obligations of confidentiality and limitation of use described in this Article 9 shall survive the expiration and termination of the Agreement for a period of two (2) years (or such longer period as may be required by law).

ARTICLE 10. USE OF SERVICE; USE AND PRIVACY POLICIES

10.1 Prohibited Uses and Comcast Use Policies. Customer is prohibited from using, or permitting the use of, any Service (i) for any purpose in violation of any law, rule, regulation, or policy of any government authority; (ii) in violation of any Use Policy (as defined below); (iii) for any use as to which Customer has not obtained all required government approvals, authorizations, licenses, consents, and permits; or (iv) to interfere unreasonably with the use of Comcast service by others or the operation of the Network. Customer is responsible for assuring that any and all of its users comply with the provisions of the Agreement. Comcast reserves the right to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users, if Comcast determines that such use is prohibited as identified herein, or information does not conform with the requirements set or Comcast reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use. Furthermore, to the extent applicable, Services shall be subject to Comcast's acceptable use policies ("Use Policies") that may limit use. The Use Policies and other security policies concerning the Services are posted on the Website, and are incorporated into this Agreement by reference. Comcast may update the Use Policies from time to time, and such updates shall be deemed effective immediately upon posting, with or without actual notice to Customer. Comcast's action or inaction in enforcing acceptable use shall not constitute review or approval of Customer's or any other users' use or information.

10.2 Privacy Policy. In addition to the provisions of Article 9, Comcast's commercial privacy policy applies to Comcast's handling of Customer confidential information. Comcast's privacy policy is available on the Website.

10.3 Privacy Note Regarding Information Provided to Third Parties. Comcast is not responsible for any information provided by Customer to third parties. Such information is not subject to the privacy provisions of this Agreement. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

10.4 Prohibition on Resale. Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof.

10.5 Violation. Any breach of this Article 10 shall be deemed a material breach of this Agreement. In the event of such material breach, Comcast shall have the right to restrict, suspend, or terminate immediately any or all Sales Orders, without liability on the part of Comcast, and then to notify Customer of the action that Comcast has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

ARTICLE 11. MISCELLANEOUS TERMS

11.1 Force Majeure. Neither Party (and in the case of Comcast, Comcast affiliates and subsidiaries) shall be liable to the other Party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, cable cut, acts of regulatory or governmental agencies, unavailability of right-of-way or materials, or other causes beyond the Party's reasonable control, except that Customer's obligation to pay for Services provided under the Agreement shall not be excused. Changes in economic, business or competitive condition shall not be considered force majeure events.

11.2 Assignment or Transfer. Customer shall not assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of Comcast, which shall not be unreasonably withheld. All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party. Nothing herein is intended to limit Comcast's use of third-party consultants and contractors to perform Services under a Sales Order.

11.3 Notices. Any notice sent pursuant to the Agreement shall be deemed given and effective when sent by facsimile (confirmed by first-class mail), or when delivered by overnight express or other express delivery service, in each case as follows: (i) with respect to Customer, to the address set forth on any Sales Order; or (ii) with respect to Comcast, to: Vice President/Enterprise Sales, One Comcast Center, 1701 JFK Blvd., Philadelphia, PA 19103, with a copy to Cable Law Department, One Comcast Center, 50th Floor, 1701 JFK Blvd., Philadelphia, PA 19103. Each Party shall notify the other Party in writing of any changes in its address listed on any Sales Order.

11.4 Entire Understanding. The Agreement, together with any applicable Tariffs, constitutes the entire understanding of the Parties related to the subject matter hereof. The Agreement supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Services or the Parties' rights or obligations relating to Services. Any prior representations, promises, inducements, or statements of intent regarding the Services that are not embodied in the Agreement are of no effect. No subsequent agreement among the Parties concerning Service shall be effective or binding unless it is made in writing by authorized representatives of the Parties. Terms or conditions contained in any Sales Order, or restrictive endorsements or other statements on any form of payment, shall be void and of no force or effect.

11.5 Tariffs. Notwithstanding anything to the contrary in the Agreement, Comcast may elect or be required to file with regulatory agencies tariffs for certain Services. In such event, the terms set forth in the Agreement may, under applicable law, be superseded by the terms and conditions of the Tariffs. Without limiting the generality of the foregoing, in the event of any inconsistency with respect to rates, the rates and other terms set forth in the applicable Sales Order shall be treated as individual case based arrangements to the maximum extent permitted by law, and Comcast shall take such steps as are required by law to make the rates and other terms enforceable. If Comcast voluntarily or involuntarily cancels or withdraws a Tariff under which a Service is provided to Customer, the Service will thereafter be provided pursuant to the Agreement and the terms and conditions contained in the Tariff immediately prior to its cancellation or withdrawal. In the event that Comcast is required by a governmental authority to modify a Tariff under which Service is provided to Customer in a manner that is material and adverse to either Party, the affected Party may terminate the applicable Sales Order upon a minimum thirty (30) days' prior written notice to the other Party, without further liability.

11.6 Construction. In the event that any portion of the Agreement is held to be invalid or unenforceable, the Parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the Parties, and the remainder of the Agreement shall remain in full force and effect.

11.7 Survival. The rights and obligations of either Party that by their nature would continue beyond the termination or expiration of a Sales Order shall survive termination or expiration of the Sales Order.

11.8 Choice of Law. The domestic law of the state in which the Service is provided shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law.

11.9 No Third Party Beneficiaries. This Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

11.10 Parties' Authority to Contract. The persons whose signatures appear below are duly authorized to enter into the Agreement on behalf of the Parties name therein.

11.11 No Waiver; Etc. No failure by either Party to enforce any right(s) hereunder shall constitute a waiver of such right(s). This Agreement may be executed in counterpart copies.

11.12 Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This

Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

11.13 Article Headings. The article headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof.

11.14 Compliance with Laws. Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

Exhibit C – Existing Network Facilities

Exhibit C – Existing Network Facilities

The Commission and NSAC provides playback and master control functions from its Roseville offices for all of the Public, Educational and Governmental Access Channels. All of this access signal origination from NSAC's Roseville facility is directly connected via fiber to the Comcast headend in Roseville through Comcast's Converged Regional Area Network (CRAN or C-RAN). The C-RAN is a regional interconnect used to transport all of Comcast's cable video traffic around the Twin Cities to the various hub locations. This network is used, in the case of PEG programming, to transport video programming and other programming services to the Roseville headend and the Shoreview hub for insertion onto the subscriber system serving the member cities. Until the Franchise renews, Comcast agrees to continue to provide at no cost to the City the C-RAN for the transport and playback of the Access Channels in the current formats and playback with no degradation of signal quality and, in consultation with the City and Commission, may migrate to future technologies and formats as the system evolves, provided, however, the signal quality shall be the same as sent by the City, Commission, or NSAC without degradation, lag, or delay.

Until no later than December 31, 2017, Comcast will continue to make available at no cost to the City the current dark fiber optic-based network that currently offers end-to-end fiber connectivity to the facilities listed on Schedule C-1 locations plus a 6 dark fiber optic link between the Fairview headend and the Shoreview hub, including the nine member cities' city halls and municipal buildings, Ramsey County libraries, school district buildings, and the T.I.E.S. building. In addition, until no later than December 31, 2017, Comcast at no cost to the City will continue to allow governmental and educational facilities throughout the 9-city franchise area to connect back via other non-Comcast fiber optic infrastructure to one or more of the locations on the Comcast dark fiber network for connectivity for cable-related purposes. NSAC, the Commission and the institutions using the end-to-end fiber network will continue to provide all of the end user equipment required to light up or activate the fiber optic portion of the dark fiber optic-based network. After December 31, 2017, transport of voice, video (except for Access Channel programming) and data shall be governed solely by the parties' Managed Services Agreement under Section 7.1 of the Franchise.

Until the Franchise renews, Comcast agrees, at no cost to the City, to continue to provide access to a region wide interconnect that utilizes infrastructure put in place as part of the C-RAN to enable the NSCC and other local franchise authorities to share Access Channel programming. This interconnect is commonly referred to as the PRISMA network because the original equipment used to activate the network has a manufacturer's product name of PRISMA. Regarding the region-wide interconnect over the PRISMA network, the Commission and the NSAC is a primary hub between various access entities throughout the Twin Cities area. This PRISMA interconnect network allows the Commission and the NSAC to share cable Access Channel programming (both send and receive) with these various entities. With the PRISMA equipment having reached its manufacturer's end of life, Comcast will ensure the ability of the City, Commission, and NSAC to share Access Channel programming at the same signal quality as sent by the City, Commission, NSAC, and all other participating municipal entities without degradation, lag, or delay until the Franchise renews. To the extent that another municipal entity is using the PRISMA network, that entity's use (including voice and data) of the PRISMA network shall be governed by that entity's franchise agreement or other agreement with Comcast and shall not be impacted in any way by this Franchise.

Exhibit C – Existing Network Facilities

The City may continue to use the dark fiber optic-based network as it was used prior to the Execution of this Agreement through December 31, 2017. Until the Franchise renews, Comcast agrees to continue at no cost to the City to provide to the City, the Commission and NSAC the C-RAN and dark fiber optic-based network to the locations on Exhibit C-2, or an alternate network infrastructure and technology, for the transport (send and receive) and playback and return feeds of the Access Channels, and the distribution of Access Channel programming at the same signal quality as sent by the City, Commission or NSAC without degradation, lag, or delay. Comcast may, in consultation with the City and Commission, migrate to future technologies and formats as they become the preferred standard formats in the future. Nothing in this Section is intended to limit Comcast's application of new technologies and network configurations to transport and distribute Access Channel programming so long as it provides the same signal quality and distribution as listed above, and there is no degradation of signal quality.

Exhibit C – Schedule C-1 – Dark Fiber Connections

Exhibit C – Schedule C-1 – Dark Fiber Connections

Institution Name	Address	City
NSCC/NSAC Offices	2670 Arthur Street	Roseville
Fairview Headend to Shoreview hub		Roseville/Shoreview
Arden Hills City Hall	1245 W. Highway 96	Arden Hills
Falcon Heights City Hall	2077 W. Larpenteur Ave.	Falcon Heights
Lauderdale City Hall	1891 Walnut Street	Lauderdale
Little Canada City Hall	515 E. Little Canada Rd.	Little Canada
Mounds View City Hall	2401 Highway 10	Mounds View
New Brighton City Hall	803 5 th Avenue NW	New Brighton
North Oaks City Hall	100 Village Center Drive	North Oaks
Roseville City Hall	2660 Civic Center Drive	Roseville
St. Anthony City Hall/St. Anthony Schools (ISD #282)	3301 Silver Lake Road	St. Anthony
ISD # 623 – Fairview Community Center	1910 County Road B W	Roseville
ISD #621- Highview Middle School	2300 7 th Street NW	New Brighton
ISD #621- Valentine Hills Elementary School	1770 W. County Road E-2	Arden Hills
ISD #623- Roseville Area High School	1261 Highway 36	Roseville
North Oaks East Recreation Center	4 Mink Lane	North Oaks
Saint Anthony Wine and Spirits - Marketplace	2700 Highway 88	Saint Anthony
TIES – District Center	1667 Snelling Avenue	Roseville

Exhibit C – Schedule C-2 – PEG Origination Points

Exhibit C—Schedule C-2 – PEG Origination Points

NSC/NSAC Offices, 2670 Arthur Street, Roseville
Arden Hills City Hall, 1245 W. Highway 96, Arden Hills
Falcon Heights City Hall, 2077 W. Larpenteur Ave, Falcon Heights
Lauderdale City Hall, 1891 Walnut Street, Lauderdale
Little Canada City Hall, 515 E. Little Canada Road, Little Canada
Mounds View City Hall, 2401 Highway 10, Mounds View
New Brighton City Hall, 803 5th Avenue NW, New Brighton
North Oaks City Hall, 100 Village Center Drive, North Oaks
Roseville City Hall, 2660 Civic Center Drive, Roseville
St. Anthony City Hall, 3301 Silver Lake Road, St. Anthony
Roseville Area High School, 1261 Highway 36, Roseville

Exhibit D – March 1, 2012, Settlement Agreement

Settlement Agreement

This Settlement Agreement and Mutual Release is entered into this 1st day of March, 2012, between Comcast of Minnesota, Inc., a Delaware corporation, Comcast Cable Communications, LLC, a Delaware limited liability company (collectively "Comcast") and the North Suburban Communications Commission, a municipal joint powers consortium established pursuant to Minn. Stat. § 471.59, as amended, (the "NSCC" or the "Commission") consisting of the municipalities of Arden Hills, Falcon Heights, Lauderdale, Little Canada, Mounds View, New Brighton, North Oaks, Roseville, St. Anthony, and Shoreview, Minnesota (hereinafter "Member Cities"). The NSCC and Comcast are collectively referred to herein as the Parties.

Recitals

WHEREAS the Member Cities have awarded cable service franchises to and entered into franchise agreements/ordinances with Comcast's predecessors in interest to authorize the provision of cable service over a cable system (the "Franchises"); and

WHEREAS, when Comcast acquired AT&T Broadband, it agreed to comply fully with the Franchises; and

WHEREAS, as part of the past performance review specified in Section 626(a) of the Cable Communications Policy Act of 1984, as amended, 47 U.S.C. § 546(a) (the "Cable Act"), the Commission, on behalf of the Member Cities, commenced a franchise fee review of Comcast's franchise fee payments for calendar years 2009 and 2010, and subsequently extended such review to 2011 with respect to the allocation of revenues within bundled service packages (the "Review Period"); and

WHEREAS in the course of the franchise fee review, a dispute arose over the extent of Comcast's obligation to provide records, data and certifications in accordance with the terms of the Franchises, and the adequacy of Comcast's responses to the NSCC's written requests for records, data and certifications; and

WHEREAS, the Commission adopted Resolution 2011-04 authorizing its Executive Director to issue a Notice of Violation to Comcast; and

WHEREAS, as a result of the Commission's determination that Comcast failed to furnish requested records, data and certifications, the NSCC issued a Notice of Violation to Comcast on November 15, 2011, which afforded the company 30 days to effect a cure (the "Notice"); and

WHEREAS, the Commission adopted Resolution 2011-05 authorizing the Commission's Executive Committee to take all steps necessary to draw on Comcast's letter of credit in the event Comcast remained in violation of the Member Cities' Franchises after the expiration of the cure period stated in the Notice; and

WHEREAS, Comcast denies it was in violation of the Member Cities' Franchises; and

WHEREAS, the Commission extended the applicable cure period on multiple occasions to give Comcast sufficient time to cure the remaining violations specified in the Notice or to enter into a settlement of all outstanding issues; and

WHEREAS, Front Range Consulting, Inc., the consultant retained to conduct the franchise fee review for the Review Period, has asserted that its final review report, when completed, would set forth certain underpaid franchise fee amounts; and

WHEREAS, the Commission has incurred certain legal and consulting costs and expenses as a result of the franchise fee review and the franchise enforcement and settlement process, to date; and

WHEREAS the Parties have resolved the remaining issues set forth in the Notice for the Review Period, and wish to document the resolution herein; and

WHEREAS, the Parties also wish to document their agreement to clarify certain terms of the current Franchises and to have such clarifications incorporated into the terms and conditions of any renewed cable service franchises awarded to Comcast so as to avoid future franchise fee review disputes and to expedite the Franchise renewal process.

NOW, THEREFORE, in consideration of the promises, undertakings and mutual covenants of the Parties and other good and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to the terms below:

Agreement

1. Comcast voluntarily agrees to pay the Commission \$41,568.00 within fifteen (15) days of the effective date of this Agreement. This payment, which shall be in addition to all franchise fees, financial grants and any other compensation paid or owed to the Member Cities and the Commission pursuant to the Franchises and associated documents, shall be used by the Commission and/or the Member Cities for cable-related purposes. Comcast shall not treat the payment made under this paragraph as a franchise fee or a franchise-related cost for rate regulation purposes, and shall not separately itemize the payment on subscribers' bills. In addition, Comcast shall at no time assert that the payment in this paragraph is operating support for the NSCC's PEG operations, such that it may be offset from the franchise fee payments made to the Member Cities under the Franchises and any renewed cable service franchises.

2. Subject to the Commission's and Comcast's adoption and execution of this Settlement Agreement, and to Comcast's complete and continuous compliance with this Settlement Agreement, the Parties release and forever discharge each other from all claims set forth in the Notice and all franchise fee underpayment or franchise fee overpayment claims for the Review Period. The Commission hereby waives its right to

conduct any further franchise fee reviews for calendar years 2009, 2010 and 2011, provided Comcast fully complies with this Settlement Agreement. This waiver and release does not include any issues associated with Comcast's methodology of passing through to subscribers franchise fees paid on non-subscriber revenues. Except as expressly provided in this paragraph, the NSCC and the Member Cities retain all of their rights, powers, remedies and defenses under the Franchises and applicable laws, regulations, agreements, resolutions, orders, decisions and procedures, including (but not limited to) all rights and powers granted by Section 626 of the Cable Act, 47 U.S.C. § 546, and Chapter 238 of Minnesota Statutes.

3. At the request of the NSCC and its advisors, Comcast provided an accurate and representative advertising scenario example to Front Range Consulting, Inc. This example and summary, which is attached to the February 24, 2012, Chambers Certification, accurately sets forth the typical flow of revenue and fees for advertising transactions. This example and summary describes essentially all of the advertising sales transactions entered into by Comcast and its affiliates, including but not limited to NCC and Comcast Spotlight. For purposes of this paragraph, the term "affiliates" means any person(s) and/or entity(ies) who own or control, are owned or controlled by or are under common ownership or control with Comcast of Minnesota, Inc.

4. Since January 1, 2010, Comcast has been calculating franchise fees on video/cable service advertising sales on a single-net basis (which means excluding third-party agency fees, but including rep fees, affiliate fees, rebates and commissions earned, received or derived by affiliates such as NCC and Comcast Spotlight), instead of the prior triple-net basis (which means excluding third-party agency fees, affiliate fees, and NCC and Comcast Spotlight rep fees). The information provided by Robbin Pepper to Front Range Consulting, Inc. tracing advertising sales revenues from their inception to the general ledger for the NSCC franchise area and reconciling all such revenues to the Comcast Cable Communications, LLC "Trend Reports" is complete and accurate, and documents Comcast's proposed additional payment of franchise fees on certain advertising revenues in calendar year 2009 for settlement purposes only, as a result of moving to a "single net" basis for calculating gross revenues upon which franchise fees are paid to the NSCC's member cities.

5. Prior to the expiration of the Franchises, Comcast shall update and operate its billing system so as to ensure that persons or entities that subscribe only to non-cable service (e.g., persons who subscribe only to high-speed Internet access, telephone service, alarm monitoring, or a combination of services that does not include cable service) are not assessed cable service franchise fees on ancillary charges imposed by Comcast on such subscribers, including but not limited to late fees, convenience fees and non-sufficient funds (NSF) charges, unless the imposition of cable service franchise fees is permitted by applicable laws or regulations. Comcast shall provide the Executive Director of the NSCC with written confirmation of the solution implemented and specify whether refunds were issued if possible.

6. The Parties agree that the definition of "gross revenues" set forth in Section 1.2.m of the Franchises:

a. incorporates all advertising revenues directly or indirectly received or derived by Comcast of Minnesota, Inc. and/or its affiliates from the operation of the cable system to provide Cable Service in the Member Cities, including (but not limited to), rep fees, affiliate fees, rebates and commissions. For purposes of this paragraph, the term "affiliates" means any person(s) and/or entity(ies) who own or control, are owned or controlled by or are under common ownership or control with Comcast of Minnesota, Inc., and shall include (but not be limited to) Comcast Spotlight and NCC. The Commission understands and accepts Comcast's assertion that the practice of including affiliate fees, rep fees, rebates and commissions in "gross revenues" began in 2010, and is ongoing. Comcast shall follow this practice, as described in this paragraph, for the remaining term of the Franchises (and any extensions) for all future franchise fee payments.

b. does not include advertising revenues and commissions that are received by persons and/or entities that are not affiliates.

c. shall include revenues from all dual- or multi-service packages containing cable service to which one or more customers in the Member Cities subscribe, in accordance with a methodology that allocates revenue on a *pro rata* basis when comparing the bundled service price and its components to the sum of the most recent published rate card rate for the components, except it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This methodology shall also be applied to any discounts to a bundled service package containing cable service by way of a "Bottom of the Bill" discount. This calculation shall be applied to every bundled service package containing cable service from which Comcast receives revenues in the Member Cities, and must be updated within sixty (60) days of the date any rate change for cable and/or non-cable services is implemented for a service package containing cable service or the date any rate change is implemented for any service included in a service package that contains cable service. The NSCC may, at its sole discretion, review information retained by Comcast pursuant to this Section to determine whether Comcast is in compliance with this Settlement Agreement. For purposes of such review, Comcast agrees to retain quarterly bundled service package subscriber counts and quarterly bundled service package revenue allocation data and "package cards" for three (3) years following the date of this Settlement Agreement.

7. For purposes of Section 6 of this Settlement Agreement, the terms, phrases, words, and abbreviations used therein shall have the meaning given herein, or if no meaning is given herein the meaning set forth in the Franchises. Unless otherwise expressly stated, words not defined herein or in the Franchises shall be given the meaning set forth in applicable law and, if not defined therein, the words shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory.

8. During the remaining term of the Franchises, or any extensions thereto, Comcast shall maintain and provide to the Member Cities and/or the Commission, upon request, all records and data reasonably necessary to confirm the accurate payment of franchise fees as set forth in the Franchises.

9. Comcast and the NSCC will proceed in good faith to obtain written franchise renewals prior to the expiration of the current Franchises, and shall incorporate the following requirements and terms in any renewed cable service franchises to be executed by the Member Cities and Comcast, regardless of whether such franchises are awarded by the Member Cities and executed by the Member Cities and Comcast pursuant to the formal or informal renewal processes established in Section 626 of the Cable Act, 47 U.S.C. § 546:

a. Comcast and the NSCC agree that the final definition of "Gross Revenues" in any franchise renewals shall be:

"Gross Revenues" shall be defined as and shall be construed broadly to include all revenues derived directly or indirectly by Comcast and/or an Affiliate that is a cable operator of the Cable System, from the operation of Comcast's Cable System to provide Cable Services within the City (including cash, credits, property or other consideration of any kind or nature). Gross revenues include, by way of illustration and not limitation: monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event and video-on-demand Cable Services); installation, reconnection, downgrade, upgrade or similar charges associated with changes in subscriber Cable Service levels; fees paid to Comcast for channels designated for commercial/leased access use; converter, remote control, lockout device and other Cable Service equipment rentals and/or leases or sales; advertising revenues received or derived by Comcast and/or its Affiliates, including but not limited to, rep fees, Affiliate fees, rebates and commissions, but excluding unaffiliated agency fees; late fees, convenience fees and administrative fees; revenues from program guides; franchise fees; and commissions from home shopping channels and other revenue sharing arrangements. Gross Revenues subject to franchise fees shall include revenues derived from sales of advertising that run on Comcast's Cable System within the City and shall be allocated on a *pro rata* basis using total Cable Service subscribers reached by the advertising. Additionally, Comcast agrees that Gross Revenues subject to franchise fees shall include all commissions paid to National Cable Communications ("NCC") and Comcast Spotlight ("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. Gross revenues shall not include: actual bad debt write-offs, provided, however, that all or part of any such actual bad debt that is written off but subsequently collected shall be included in Gross Revenues in the period collected; and any taxes on

services furnished by Comcast imposed by any municipality, state or other governmental unit, provided that franchise fees shall not be regarded as such a tax.

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

(ii) For purposes of this definition, the term "Affiliates" means any person(s) and/or entity(ies) who own or control, are owned or controlled by or are under common ownership or control with Comcast of Minnesota, Inc. but does not include affiliated entities such as NBCU and Spectacor that are not directly or indirectly involved with the programming, use, management, operation, construction, repair and/or maintenance of Comcast Corporation's cable systems.

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

b. Any renewal franchises shall provide:

Comcast shall ensure that persons or entities that only subscribe to non-cable service (e.g., persons who subscribe only to high-speed Internet access, telephone service, alarm monitoring, or a combination of services that does not include cable service) are not assessed cable service franchise fees on ancillary charges imposed by Comcast on such subscribers, including but not limited to late fees, convenience fees and non-sufficient funds (NSF) charges, unless the imposition of cable service franchise fees is permitted by applicable laws or regulations.

c. Any renewed franchise shall contain the following language concerning franchise fee reviews and audits:

(i) All franchise fee amounts paid shall be subject to audit and recomputation by the City and/or the Commission, and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount. If an audit or review discloses an overpayment or underpayment of franchise fees, the City and/or the Commission shall notify Comcast of such overpayment or underpayment. The City's/Commission's audit or review expenses shall be borne by the City/Commission unless the audit or review determines that the payment to the City should be increased by more than five percent (5%) in the audited/reviewed period, in which case the costs of the audit/review shall be borne by Comcast, up to a cap of \$25,000, as a cost incidental to the enforcement of the Franchise. Any additional amounts due to the City as a result of the audit or review shall be paid to the City within thirty (30) days following written notice to Comcast by the City/Commission of the underpayment, which notice shall include a copy of the audit/review report. If the recomputation results in additional revenue to be paid to the City, such amount shall be subject to a ten percent (10%) annual interest charge.

(ii) The City/Commission shall have the right to inspect and to require Comcast to provide any and all data, documents and records maintained by Comcast (or maintained by an Affiliate or a third-party contractor/vendor on behalf of Comcast) reasonably related to the calculation and payment of franchise fees. The Grantee shall maintain such records, documents and data for a minimum of four (4) years. Such records include, but are not limited to, those set forth in Paragraph 6 of this March 1, 2012, Settlement Agreement for the remaining term of the obligation set forth therein.

(iii) Comcast shall have no less than twenty (20) business days to respond fully and completely to any written request for data, documents and records issued by the City/Commission, unless an extension of time is granted by the City/Commission in writing. Comcast may request an extension of the twenty (20) business day deadline applicable to a written request for data, information and documents no later than ten (10) business days after the date of such request. Every request for an extension of time shall describe, in detail, the reasons the extension is necessary. The City/Commission may, in its sole discretion, grant or deny an extension request, and shall act reasonably in making such a determination based on the scope and complexity of the information request at issue and the facts cited by Comcast in its written extension request.

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

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

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

10. The Commission will pass a resolution withdrawing or rescinding the Notice, Resolution No. 2011-04 and Resolution No. 2011-05 after this Settlement Agreement has been executed by the Parties.

11. This Settlement Agreement is intended to be a binding and enforceable agreement among the Parties, and will be effective upon execution by the Parties on the date first set forth above. The Parties agree that they will execute this Settlement Agreement no later than Friday, March 30, 2012. The Parties further agree that this Agreement may be executed in multiple counterparts.

12. The Parties agree that all promises, commitments, obligations and payments set forth in Section 1 of this Settlement Agreement shall not be deemed to exceed the franchise fee cap specified in Section 622(a) of the Cable Act, 47 U.S.C. § 542(a), and shall at no time be offset against or deducted from franchise fee payments, grants or other financial support or in-kind compensation paid to the NSCC, the Member Cities and/or their designee(s) under the Franchises. In addition, all promises, commitments, obligations and payments set forth in Section 1 of this Settlement Agreement shall not be treated as costs eligible for treatment as conditions or requirements of a franchise for any purpose under 47 C.F.R. § 76.925. Comcast hereby waives any current or future right it may have to claim that any promise, commitment, obligation or payment in Section 1 herein exceeds the franchise fee cap in 47 U.S.C. § 542 or may be offset against or deducted from franchise fee payments, grants and other compensation paid to the NSCC, the Member Cities and/or their designee(s).

13. Nothing in this Settlement Agreement amends or alters the Franchises in any way, and all provisions of the Franchises as hereafter renewed or amended, remain in full force and effect and are enforceable in accordance with their terms and with applicable law.

14. Any violation of this Settlement Agreement by Comcast shall be deemed a violation of the Franchises or any renewed franchises, as appropriate, and the

Commission and/or Member Cities may invoke all rights and remedies they may have under the Franchises and any renewed Franchises. Any failure by a Member City to adopt and execute a renewal cable service franchise that contains the terms set forth in Section 9 shall not be deemed a violation of this Settlement Agreement on Comcast's part.

15. Comcast and its affiliates shall not take any action to challenge, or cause another person or entity to challenge, any provision of this Settlement Agreement as contrary to or unenforceable under applicable laws, regulations, orders and decisions, nor will they participate with any other person or entity in any such challenge.

16. Nothing in this Settlement Agreement usurps, preempts, waives or limits the Member Cities' authority to grant or deny the renewal of the Franchises currently held by Comcast, or to establish the terms and conditions of any renewal cable service franchises/ordinances.

17. Nothing in this Settlement Agreement waives, limits or modifies the Parties' rights, remedies, responsibilities and defenses under applicable laws, regulations, ordinances, agreements, orders and decisions, including but not limited to Chapter 238 of Minnesota Statutes, Section 626 of the Cable Act and the Franchises, unless otherwise expressly provided herein.

18. Nothing in this Settlement Agreement shall be construed to mean that Comcast is entitled to renewed cable service franchises.

19. Nothing in this Settlement Agreement shall be construed to mean that Comcast is in compliance with the Franchises and applicable laws and regulations except as to the franchise fee payment review for the Review Period which is hereby resolved and for which Comcast is in full compliance as to the specific issues addressed in this Agreement for the Review Period. By executing this Settlement Agreement, Comcast is not admitting that it has failed to comply with the Franchises and applicable laws and regulations.

20. The Parties agree that, other than the Member Cities, there shall be no third party beneficiaries to this Settlement Agreement. Nothing herein shall give rise to any rights or causes of action that may be enforced or brought by a third party, other than the Member Cities.

21. This Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their successors in interest, assigns, personal representatives and heirs.

22. This Settlement Agreement is freely and voluntarily entered into by the Parties, without any duress or coercion, and after each party has consulted with its counsel. Each party hereto has carefully and completely read all of the terms and provisions of this Settlement Agreement.

23. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes concerning this Settlement Agreement shall be venued exclusively in a court in Minnesota.

24. This Settlement Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written term sheets, agreements, communications, drafts and understandings, whether oral or written.

Executed by:

NORTH SUBURBAN
COMMUNICATIONS
COMMISSION

Bld C / H
Its Chair

A. Brown
Its Secretary

Dated: 3/1/12

COMCAST OF MINNESOTA, INC.

R. J. Montoya
Region Vice President

Dated: 3-8-12

COMCAST CABLE COMMUNICATIONS, LLC

R. J. Montoya
Region Vice President

Dated: 3-8-12

Exhibit E – Sample Gross Revenues Report



System Name: Comcast of Minnesota, Inc.
 Email: Prasant_Nadella@cable.comcast.com
 Phone: 610-685-2579

Vendor ID:	174064
Contract Name:	Roseville
Statement Period:	Jul - Sep, 2016
Payment Amount:	\$112,192.15
Statement Number:	344679
CUID:	MN0304
System ID:	8772-1000-5290

CITY OF ROSEVILLE MN
 2660 CIVIC CENTER DR

 ROSEVILLE, MN, 55113

This statement represents your payment for the period listed above.

Revenue Category	Amount
Expanded Basic Video Service	\$697,094.40
Limited Basic Video Service	\$305,386.27
Digital Video Service	\$413,664.93
Pay	\$264,009.98
PPV / VOD	\$41,279.77
Digital Video Equipment	\$63,000.50
Video Installation / Activation	\$13,066.59
Franchise Fees	\$126,676.40
PEG Fees	\$137,866.80
Guide	\$579.83
Other	\$22,988.63
Late Fees	\$8,044.18
Write-off / Recoveries	(\$21,224.03)
Ad Sales	\$121,467.57
Home Shopping Commissions	\$9,899.32
Total	\$2,243,839.93
 Franchise Fee %	 5.00 %
Franchise Fee	\$112,192.15

To the best of my knowledge and belief, the above is a true and correct statement for the accounting of the gross revenues received by this corporation for the period and is consistent with the Franchise Agreement and all Settlement Agreements applicable to this franchise area.

Prasant Nadella

Sr. Analyst

Exhibit F – Performance Bond

FRANCHISE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Comcast of Minnesota, Inc., as Principal and Travelers Casualty and Surety Company of America, a corporation of the State of Connecticut, as Surety are held and firmly bound unto the Cities of Arden Hills, Falcon Heights, Lauderdale, Little Canada, Mounds View, New Brighton, North Oaks, Roseville, St. Anthony and Shoreview, Minnesota as Obligee in the sum** of Five Hundred Thousand Dollars and 00/100 (\$500,000.00) lawful money of the United States of America, to be paid unto said Obligee, its successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into written agreements dated See Attached Schedule "A" with the Obligees which grants a franchise to the Principal use its public streets and places to transmit and distribute electrical impulses through an open line-coaxial antenna system located therein. Principal has agreed to faithfully perform and observe and fulfill all terms and conditions of said Franchise Agreements referred to above and said agreements is hereby made a part of this bond with like force and effect as if herein set forth in length.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above named Principal, its successors or assigns, does and shall well and truly observe, perform and fulfill its obligations as set forth in the above mentioned Franchise agreements, for which a bond must be posted, then the above obligation to be void; otherwise to remain in full force and effect.

The bond is subject, however to the following express conditions:

FIRST: That in event of a default on the part of the Principal its successors or assigns, a written statement of such default with full details thereof shall be given to Surety by obligee or its lawful delegatee promptly, and in any event, within 60 days after the Obligees shall learn of such default, such notice to be delivered to Surety 215 Shuman Blvd., Naperville, IL 60563-8458 by registered mail.

SECOND: That no claim, suit or action under this bond by reason of any such default shall be brought against Surety unless asserted or commenced with 12 months after the effective date of any termination or cancellation of this bond.

THIRD: That this bond may be terminated or cancelled by surety by 60 days prior notice in writing to Principal and to Obligees, such notice to be given by registered mail. Such termination or cancellation shall not affect any liability incurred or accrued under this bond prior to the effective date of such termination or cancellation. The liability of the Surety shall be limited to the amount set forth above and is not cumulative.

FOURTH: That no right of action shall accrue under this bond to or for the use of any person other than the Obligees, and it successors and assigns.

IN WITNESS WHEREOF, the principal and Surety have signed and sealed this instrument this 28th day of May 2003.

Comcast of Minnesota, Inc

Joseph F. DiToro

Travelers Casualty and Surety Company of America

Debra Kohlman

Debra Kohlman, Attorney-In-Fact

** the maximum penal sum of Five Hundred Thousand Dollars



COPY

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: Donna Wright, Brenda D. Hockberger, Ann Formihals, Debra Kohlman, Diane M. O'Leary, William Reidinger, Amy Wickett, Karen E. Bogard, Matthew V. Buol, Jennifer E. Rome, Steven B. Cadé, William T. Krumm, Jeffrey M. Leadley, Sylvia J. Garcia, Brian Passolt, of Chicago, Illinois, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

Exhibit G – Indemnification Agreement

Exhibit G – Indemnity Agreement

INDEMNITY AGREEMENT made this 9th day of October, 2017, by and between Comcast of Minnesota, Inc., party of the first part, hereinafter called "Comcast," and the City of Roseville and the North Suburban Communications Commission, a municipal Joint Powers Commission, parties of the second part, hereinafter called "City" or "Commission".

WITNESSETH:

WHEREAS, the City has awarded to Comcast a franchise for the operation of a cable communications system in the City;

WHEREAS, the City has required, as a condition of its award of a cable communications franchise, that the City and the Commission be indemnified with respect to all claims and actions arising from the award of said franchise; and

WHEREAS, the term of the Indemnity Agreement shall not exceed 180 days' from the Effective Date of the cable communications franchise, unless the City or the Commission has received statutory notice of a claim based upon the renewal of the franchise.

NOW THEREFORE, in consideration of the foregoing promises and the mutual promises contained in this agreement and in consideration of entering into a cable television franchise agreement and other good and valuable consideration, receipt of which is hereby acknowledged, Comcast hereby agrees, at its sole cost and expense, to fully indemnify, defend and hold harmless the Commission and City, its officers, boards, commissions, employees and agents against any and all claims, suits, actions, liabilities and judgments for damages, cost or expense (including, but not limited to, court and appeal costs and reasonable attorneys' fees and disbursements assumed or incurred by the Commission and the City in connection therewith) arising out of the actions of the City in granting a franchise to Comcast. This includes any claims by another franchised cable operator against the City or the Commission that the terms and conditions of the Comcast franchise are less burdensome than another franchise granted by the City that the Comcast Franchise does not satisfy the requirements of applicable federal, state, or local law(s). The indemnification provided for herein shall not extend or apply to any acts of the Commission or the City constituting a violation or breach by the Commission or the City of the contractual provisions of the franchise ordinance, unless such acts are the result of a change in applicable law, the order of a court or administrative agency, or are caused by the acts of Comcast.

The Commission or the City shall give Comcast reasonable notice of the making of any claim or the commencement of any action, suit or other proceeding covered by this agreement. The Commission and the City shall cooperate with Comcast in the defense of any such action, suit or other proceeding at the request of Comcast. The Commission and the City may participate in the defense of a claim, but if Comcast provides a defense at Comcast's expense then Comcast shall not be liable for any attorneys' fees, expenses or other costs that the Commission and/or the City may incur if it chooses to participate in the defense of a claim, unless and until separate representation is required. If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest, in accordance with the Minnesota Rules of Professional Conduct, between the Commission and/or the City and the counsel selected by

Exhibit G – Indemnity Agreement

Comcast to represent the Commission and/or the City, Comcast shall pay, from the date such separate representation is required forward, all reasonable expenses incurred by the Commission and the City in defending itself with regard to any action, suit or proceeding indemnified by Comcast. Provided, however, that in the event that such separate representation is or becomes necessary, and the Commission or the City desires to hire a counselor any other outside experts or consultants and desires Comcast to pay those expenses, then the Commission and/or the City shall be required to obtain Comcast's consent to the engagement of such counsel, experts or consultants, such consent not to be unreasonably withheld. Notwithstanding the foregoing, the parties agree that the Commission and/or City may utilize at any time, at its own cost and expense, its own attorney or outside counsel with respect to any claim brought by another franchised cable operator as described in this agreement.

The provisions of this agreement shall not be construed to constitute an amendment of the cable communications franchise ordinance or any portion thereof but shall be in addition to and independent of any other similar provisions contained in the cable communications franchise ordinance or any other agreement of the parties hereto. The provisions of this agreement shall not be dependent or conditioned upon the validity of the cable communications franchise ordinance or the validity of any of the procedures or agreements involved in the award or acceptance of the franchise, but shall be and remain a binding obligation of the parties hereto even if the cable communications franchise ordinance or the grant of the franchise is declared null and void in a legal or administrative proceeding.

It is the purpose of this agreement to provide maximum indemnification to the Commission and the City under the terms set out herein and, in the event of a dispute as to the meaning of this Indemnity Agreement, it shall be construed, to the greatest extent permitted by law, to provide for the indemnification of the Commission and the City by Comcast. This agreement shall be a binding obligation of and shall inure to the benefit of, the parties hereto and their successor's and assigns, if any.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Exhibit G – Indemnity Agreement

COMCAST OF MINNESOTA

Dated: 4.13.18, 2017⁸By: [Signature]Its: SVP Finance

The foregoing instrument was acknowledged before me this 13 ^{April 8} day of 2017, by Sarah Gustashaw, the SVP Finance of Comcast of Minnesota, on behalf of the corporation.

NOTARY PUBLIC

Print Name: Elly Lindgren
 Bar Roll #/Notary ID #: 20124083711
 My Commission Expires: 1.2.21

ELLY LINDGREN
 Notary Public
 State of Colorado
 Notary ID # 20124083711
 My Commission Expires 01-02-2021

[Signature] CITY OF ROSEVILLE
 By: DAN ROE
 Its: Mayor



August 1, 2017

The Honorable Dan Roe
Mayor, City of Roseville

Dear Mayor Roe:

The purpose of this letter agreement is to set forth additional commitments between Comcast of Minnesota, Inc. (hereinafter, "Comcast"), and the City of Roseville (hereinafter, "the City") that are in addition to the Franchise Agreement to be adopted by Ordinance (hereinafter, "the Franchise"). These items have been negotiated in good faith and agreed to as part of the informal franchise renewal process pursuant to 47 U.S.C. 546(h), and specifically relate to unique community needs that exist in the City. This letter agreement shall become effective upon approval of the Franchise by the City Council.

- A. In addition to the complimentary services described in Section 2.10 of the Franchise, Grantee shall, at no cost to the City or the North Suburban Communications Commission (the "Commission"), provide Digital Starter or equivalent package of Cable Service and City's choice of Grantee's necessary reception equipment (a digital cable box or digital adapter) to up to seven (7) outlets at the Commission Office and at each City Hall of each Member City.
- B. For purposes of interpreting Section 2.2 of the Franchise, a "similar authorization" shall be a franchise or other agreement between the Commission or member city that contains Material Obligations and not a standard construction permit. In addition, Comcast agrees that the current franchise with CenturyLink in effect on the Effective Date of this Franchise will not trigger changes to the Franchise under Section 2.2.
- C. For purposes of calculating amounts retained and owed under Section 6.8(b) - (c) and (e) of the Franchise, Comcast estimates that it will recover an additional 130,000.00 through May 31, 2019, and that the NSAC shall be paid per NSAC Sponsorship Agreement an additional 76,000.00 through December 31, 2019.

The terms and conditions of this letter agreement are binding upon the City and Comcast and their successors and assigns. Comcast stipulates that a violation of these terms by Comcast may be considered by the City as a violation of the Franchise. It is understood that fulfillment of these obligations is also necessary and part of the consideration to secure the Renewed Franchise.

Acknowledged and agreed to this 9th day of October, 2017.

Comcast of Minnesota, Inc.

By: _____
Its: _____
Date: _____


City of ROSSVILLE

By: DAN ROE
Its: MAYOR
Date: 10/9/17

CITY OF ROSEVILLE

Ordinance No. _____

COMCAST CABLE TELEVISION FRANCHISE EXTENSION

ORDINANCE AND AGREEMENT

THIS ORDINANCE AND AGREEMENT, effective upon passage and acceptance, between the City of Roseville, Minnesota (the “City”), and Comcast of Minnesota, Inc., a Minnesota corporation (“Comcast”).

WHEREAS, the City granted Comcast a non-exclusive franchise for a ten-year term to construct, operate and maintain a cable television system through a cable television franchise ordinance, Ordinance Number 1533, accepted and agreed upon by Comcast (the “Franchise”);

WHEREAS, Comcast agreed to additional commitments in a letter to the City dated, August 1, 2017 (the “Agreement”).

WHEREAS, the City, is a member of the North Suburban Communications Commission (the “Commission”) that manages and negotiates the Franchise;

WHEREAS, Comcast has requested renewal of the Franchise;

WHEREAS, Comcast and the Commission have agreed to extend the term of the Franchise and Agreement for an additional five years, subject to approval of the City and written acceptance of Comcast;

NOW, THEREFORE, THE CITY OF ROSEVILLE ORDAINS AS FOLLOWS:

Section 1. Section 2, paragraph 4 of the Franchise is hereby amended by extending the term of such Franchise through and including June 30, 2032. The Parties do not waive any rights under Section 626 of the Federal Cable Act and agree that Grantee shall not be required to file an additional Section 626 Letter to preserve its rights to formal proceedings under the Franchise.

Section 2. Except as specifically modified hereby, the Franchise shall remain in full force and effect.

Section 3. Neither party waives any rights under law as a result of agreeing to this Franchise extension.

Section 4. The Agreement shall remain effective so long as Comcast, including any successors or assigns, continues to operate under the Franchise, including as it may be extended pending the completion of the renewal process. Neither the Commission nor Comcast may terminate the Agreement prior to renewal.

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Ordinance – Comcast Cable Franchise Extension Ordinance

(SEAL)

CITY OF ROSEVILLE

BY: _____
Daniel J. Roe, Mayor

ATTEST:

Patrick Trudgeon, City Manager

ACCEPTANCE BY COMCAST

Comcast agrees to the terms and conditions of this Ordinance and Franchise Extension Agreement.

COMCAST OF MINNESOTA, INC.

Kalyn Hove

Title: Regional Senior Vice President, Comcast Midwest Region

Date: _____

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 9/8/2025
Item No.: 10.c.

Department Approval

Janice Gundlach

City Manager Approval

Sam J. Truog

Item Description: Approve the renewal of a short term rental license for 1901 Shady Beach Avenue

Background

Chapter 909 of City Code requires the licensing of non-owner occupied short term rentals of dwelling units, subject to certain exemptions. The original short term rental license for 1901 Shady Beach Avenue was issued on September 13, 2021. On July 22, 2025, an application for renewal of the short term rental license was submitted by the property owner. The property is a three-bedroom, single family home. The property owner has certified and attested to the requirement of lodging tax payment, as well as, the maximum occupancy of four or less unrelated adults or one family. The subject property's current short term rental license is valid through September 13, 2025. There have been no nuisance or property maintenance violations confirmed during the current license period. Lodging tax payments have been made for rentals that have occurred during the latest licensing period. Short term rentals licenses include the requirement of minimum stays based on on-season (10 days) and off-season (7 days) times of the year. This property is one of eleven licensed short term rentals within the City.

Upon renewal, the license will be valid for 365 days from the expiration date of the current license. A current copy of the license must be posted in the rental unit, along with current copies of City Code Sections 405, 407 and 602. Within ten days of Council approval, all residential properties of one to four units within 300 feet must be provided a copy of the City issued license. A draft of the license is provided as Attachment 2.

The applicant has supplied all required license information and paid the license fee of \$540. In accordance with Section 909.03, the process for licensure is outlined in Chapter 301, which requires presentation to the City Council. Based upon the requirements outlined in the ordinance, the property owner is entitled to the license.

Policy Objectives

Licensing required by Section 909, effective as of February 8, 2021.

Equity Impact Summary

Staff has not identified any equity impacts related to this action.

Budget Implications

35 The correct fees were paid to the City at the time of application submittal.

36
37 **Staff Recommendations**

38 Staff recommends approval of a one year renewal of a short term rental license for 1901
39 Shady Beach Avenue.

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41 **Requested Council Action**

42 By motion, approve the renewal of the short term rental license for 1901 Shady Beach
43 Avenue.

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45 **Prepared by:** David Englund, Building Official

Attachments: 1. Application Materials
2. Draft License

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Menu Reports Help

File Date: [07/22/2025](#)

Application Status: [In Review](#)

Application Detail: [Detail](#)

Application Type: [Short-Term Rental License Renewal](#)

Address: [1901 Shady Beach Ave N Roseville MN 55113](#)

Custom Fields: **UNIT DETAILS**

Unit Type	Number of Bedrooms
Single-Family Home	3

CERTIFICATION AND ATTESTATION

Attestation to Occupancy Limits	Attestation to Payment of Lodging Tax
1	1

Contact Info:	Contact Type	Organization Name	Contact Primary Address	Status	Name
	License Holder	1901 Shady Beach	Mailing - 2478 Lydia Av...	Active	Connie Marty

Owner Name:

Owner Address:

DBA Name:

Total Fee Assessed: [\\$556.20](#)

Total Fee Invoiced: [\\$556.20](#)

Balance: [\\$0.00](#)

Workflow Status:	Task	Assigned To	Status	Status Date	Action By
	License Issuance				

Initiated by Product: ACA

City of Roseville Short-Term Rental License This certificate must be posted in the rental unit

This rental dwelling unit is hereby licensed in accordance with Chapter 909 of Roseville City Code.

- The Property Owner must comply with all requirements set forth in Roseville City Code. This license may be suspended or revoked for violations of that code.
- Property owners must notify the City of any changes in ownership or type of occupancy.
- Licenses are non-transferable; new owners must apply for a new license.

License Number: STR-XXX

Owner: Connie Marty

Phone: 651-XXX-XXXX

[Email: connie80john@gmail.com](mailto:connie80john@gmail.com)

Address: 1901 Shady Beach Ave

Expiration: 9/13/2026

The City, its designees, the City Council, or its officers, agents, or employees do not warrant or guarantee the safety, fitness, or suitability of any dwelling in the City. Owners or occupants should take whatever steps they deem appropriate to protect their interests, health, safety, and welfare.

MINIMUM STANDARDS AND CODES FOR RENTAL UNITS including but not limited to:

In the Unit:

Carbon Monoxide (CO) Detectors must be within 10 feet of bedrooms; **Smoke Detectors** must be in each sleeping room, each hallway outside sleeping rooms, and on each story, including the basement but not uninhabitable attics/crawl spaces. **CO and Smoke Detectors must NOT be disabled.**

Exits must be free from obstruction inside and out and **Exterior Doors** should open and close easily, be weather tight, and lock/unlock from the inside without a key or special knowledge.

The **Water Heater and Furnace** must be clear (by at least 3 feet) of boxes, junk, or flammable materials; the **Water Heater must have a TPR valve and relief valve discharge pipe.**

Toilets must flush and **Bathrooms** must have an exhaust fan or window.

Taps must have working hot and cold water; no leaking pipes or dripping **Faucets**.

Outlets, Switches, and Panel Boxes must have covers; kitchens and bathrooms should have grounded **GFCI Outlets**.

Rooms used for sleeping should have 1 window or 2 approved means of egress.

Interior Walls, Ceilings, and Window Sills must be clean and free of peeling paint.

Floors must be structurally sound and **Flooring** in good condition with no trip hazards such as ripped carpet or missing tiles.

Working Light Fixtures must be in all halls, stairways, laundry rooms, and furnace rooms.

Handrails must be on all stairs with more than 4 steps and be firmly attached with no missing or loose spindles.

Extension Cords may be used only for portable appliances.

Address Numbers must be clearly visible from the street.

Occupancy:

Rental Units may house 4 unrelated adults or 1 family.

Storage/Waste:

Rubbish must be stored in appropriate containers and removed regularly. Containers must be stored out of public view except on the day of collection and cannot remain at the curb for more than 24 hours. Outdoor Storage of junk is prohibited.

Vehicles/Driveway/Parking:

All Vehicles parked outside must be parked on an approved hard surface (not grass), street operable, and display current registration and proper license plates.

Please observe all No Parking signs. **Parking is not allowed on City streets after a snowfall of more than 2 inches until the streets have been plowed.** Do not put Snow into the street or onto neighboring properties.

Yard:

Grass/Weeds exceeding 8 inches are prohibited on any property.

Noise:

Prohibited Music is any music audible at the property line or from the adjacent apartment, common hallway, or 50 ft away from the source between 10 PM and 7 AM. **Additionally, any Events (like parties) that disturb others are prohibited.**

Power Lawn Mowers or other Power Equipment may be operated outside only between 7 AM and 9 PM on weekdays or between the hours of 9 AM and 9 PM on weekends or legal holidays. Snow removal equipment is exempt.

Pets:

Keeping more than 2 Dogs requires a kennel license from the Police Department. Animal Waste must be removed regularly.

WHEN ISSUES ARISE

For an emergency, call 9-1-1

- For maintenance issues, contact the property owner (see contact information in box above).
- For legal matters (such as leases), contact the Minnesota Attorney General's Office at 651-296-3353 or www.ag.state.mn.us
- If the property owner is not maintaining the property, call Roseville Code Enforcement at 651-792-7014.

Minnesota Statute 504B.181, subd.2(b) requires landlords to notify residential tenants that the handbook Landlords and Tenants: Rights and Responsibilities is available to them. Published by the Office of the Minnesota Attorney General, the handbook can be accessed at www.ag.state.mn.us

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 9/8/2025
Item No.: 10.d.

Department Approval

Janice Gundlach

City Manager Approval

Samuel Truog

Item Description: Approve the renewal of a short term rental license for 1277 Garden Avenue

Background

Chapter 909 of City Code requires the licensing of non-owner occupied short term rentals of dwelling units, subject to certain exemptions. The original short term rental license for 1277 Garden Avenue was issued on September 13, 2022. On August 18, 2025, an application for renewal of the short term rental license was submitted by the property owner. The property is a four-bedroom, single family home. The property owner has certified and attested to the requirement of lodging tax payment, as well as, the maximum occupancy of four or less unrelated adults or one family. The subject property's current short term rental license is valid through September 13, 2025. There have been no nuisance or property maintenance violations confirmed during the current license period. Lodging tax payments have been made for rentals to date in 2025. Short term rentals licenses include the requirement of minimum stays based on on-season (10 days) and off-season (7 days) times of the year. This property is one of eleven licensed short term rentals within the City.

Upon renewal, the license will be valid for 365 days from the expiration date of the current license. A current copy of the license must be posted in the rental unit, along with current copies of City Code Sections 405, 407 and 602. Within ten days of Council approval, all residential properties of one to four units within 300 feet must be provided a copy of the City issued license. A draft of the license is provided as Attachment 2.

The applicant has supplied all required license information and paid the license fee of \$540. In accordance with Section 909.03, the process for licensure is outlined in Chapter 301, which requires presentation to the City Council. Based upon the requirements outlined in the ordinance, the property owner is entitled to the license.

Policy Objectives

Licensing required by Section 909, effective as of February 8, 2021.

Equity Impact Summary

Staff has not identified any equity impacts related to this action.

Budget Implications

The correct fees were paid to the City at the time of application submittal.

36
37 **Staff Recommendations**

38 Staff recommends approval of a one year renewal of a short term rental license for 1277
39 Garden Avenue.

40
41 **Requested Council Action**

42 By motion, approve the renewal of the short term rental license for 1277 Garden Avenue.

43
44 **Prepared by:** David Englund, Building Official

Attachments: 1. Application Materials
2. Draft License

45

[Menu](#)[Reports](#)[Help](#)**File Date:** [08/18/2025](#)**Application Status:** [In Review](#)**Application Detail:** [Detail](#)**Application Type:** [Short-Term Rental License Renewal](#)**Address:** [1277 Garden Ave W Roseville MN 55113](#)**Custom Fields:** **UNIT DETAILS**

Unit Type

[Single-Family Home](#)

Number of Bedrooms

[4](#)**CERTIFICATION AND ATTESTATION**

Attestation to Occupancy Limits

[1](#)

Attestation to Payment of Lodging Tax

[1](#)

Contact Info:	Contact Type	Organization Name	Contact Primary Address	Status	Name
	Organization	Infinity Stays LLC		Active	Grygorii Zaiets
	License Holder	Infinity Stays LLC	Mailing - 9150 Highway....	Active	Connie Zaiets

Owner Name:**Owner Address:****DBA Name:****Total Fee Assessed:** [\\$556.20](#)**Total Fee Invoiced:** [\\$556.20](#)**Balance:** [\\$0.00](#)

Workflow Status:	Task	Assigned To	Status	Status Date	Action By
	License Issuance				

Initiated by Product: ACA

City of Roseville Short-Term Rental License This certificate must be posted in the rental unit

This rental dwelling unit is hereby licensed in accordance with Chapter 909 of Roseville City Code.

- The Property Owner must comply with all requirements set forth in Roseville City Code. This license may be suspended or revoked for violations of that code.
- Property owners must notify the City of any changes in ownership or type of occupancy.
- Licenses are non-transferable; new owners must apply for a new license.

License Number: STR-XXX

Owner: Infiniti Stays LLC

Phone: 651-XXX-XXXX

Email: infinitystaysllc@gmail.com

Address: 1277 Garden Ave

Expiration: 9/13/2026

The City, its designees, the City Council, or its officers, agents, or employees do not warrant or guarantee the safety, fitness, or suitability of any dwelling in the City. Owners or occupants should take whatever steps they deem appropriate to protect their interests, health, safety, and welfare.

MINIMUM STANDARDS AND CODES FOR RENTAL UNITS including but not limited to:

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Carbon Monoxide (CO) Detectors must be within 10 feet of bedrooms; **Smoke Detectors** must be in each sleeping room, each hallway outside sleeping rooms, and on each story, including the basement but not uninhabitable attics/crawl spaces. **CO and Smoke Detectors must NOT be disabled.**

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FUTURE MEETING AGENDA HIGHLIGHTS

September 8, 2025

September 15, 2025 EDA Meeting

- Receive presentation on Rice & Larpenteur Alliance
- Review EDA Fund Balance
- Review various professional services contracts (legal, Ehlers, CEE, Golden Shovel)

September 15, 2025 – City Council Meeting

- Joint Meeting with Parks and Recreation Commission
- Receive Finance Commission 2026 Budget and Levy Information
- Award Contract for Architectural Services for the Civic Campus Project

September 22, 2025 – City Council Meeting

- Approve Preliminary Tax Levy and Budget
- Consider Approval of Minor Plat at 2035 Twin Lakes Parkway

October Meetings

- October 13
- October 20
- October 27

November Meetings

- November 10
- November 24

			<u>Future Agenda Review - Longer Term Initiatives</u>				8/20/2025
			(items that likely require council discussion/action)				
<u>Item</u>			<u>Initiated By</u>	<u>Target Date</u>	<u>Status/Notes</u>		
Discuss penalties for license holders of mulitple businesses			Council	3rd/4th Quarter 2025	Liquor/Tobacco License Presumptive Penalties		
Roseville Fire role in medical transport			Staff	TBD	Ongoing discussions with Allina, etc.		
Review need of pet licenses			Council	TBD	Staff review amount of licenses issued and report back		
City Speed Limit Review on Local Streets			Strahan/Council	TBD	PWET will continue to work on issue and report back		
Sister City Relationship with Indigenous Tribal Nation			Strahan	TBD			