



AGENDA OF THE REGULAR MEETING OF  
THE CITY COUNCIL  
CITY OF BIRCHWOOD VILLAGE  
WASHINGTON COUNTY, MINNESOTA  
March 10, 2015  
7:00 P.M.

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**APPROVE AGENDA**

**OPEN PUBLIC FORUM**

**ANNOUNCEMENTS**

**CITY BUSINESS – CONSENT AGENDA**

- A. Approval of Regular Meeting February 10, 2015 Minutes\*

**CITY BUSINESS – REGULAR AGENDA**

- A. WBLCD Board Member Appointment\*
- B. Approval of Treasurer's Report\*
- C. Second Reading of Ordinance 2015-02-01, Amending Small Craft Storage Language in City Code\*
- D. Second Reading of Ordinance 2015-02-02, Amending Fees for Small Craft Storage at Public Lake Tracts in the City of Birchwood Village Fee Schedule\*
- E. Comcast Transfer Discussion\*
- F. Tree Discussion
- G. Kay Beach Dock Discussion
- H. Set Joint-Workshop Between Birchwood City Council and Birchwood Parks Commission
- I. City Attorney's Report

\* Denotes items that have supporting documentation provided

J. City Administrator's Report

- a. Discuss Bids for Spring Leaf Collection\*

**ADJOURN**

\* Denotes items that have supporting documentation provided

**CITY OF BIRCHWOOD VILLAGE  
REGULAR CITY COUNCIL MEETING  
February 10, 2015**

**MINUTES**

**MEMBERS PRESENT:** Mayor Mary Wingfield; Councilmembers: Mark Anderson, Bill Hullsiek, Randy LaFoy, and Kevin Woolstencroft

**STAFF PRESENT:** Chris Mickelson, City Administrator

Mayor Wingfield called the regular meeting to order at 7:00 p.m. The Pledge of Allegiance was recited.

**AGENDA APPROVAL:**

**MOTION WAS MADE BY COUNCILMEMBER LAFOY AND SECONDED BY COUNCILMEMBER HULLSIEK TO APPROVE THE AGENDA AS PRESENTED. ALL AYES. MOTION PASSED.**

**OPEN PUBLIC FORUM:**

No comments from the public were received.

**ANNOUNCEMENTS:**

Mayor Wingfield announced that the deadline for newsletter submissions is Tuesday, February 17<sup>th</sup>.

**CITY BUSINESS - CONSENT AGENDA**

- A. Approval of Regular Meeting January 13, 2015 Minutes
- B. Approval of Workshop Meeting January 26, 2015 Minutes
- C. Reappoint Councilmember LaFoy to a Four Year Term as representative for the Ramsey-Washington Suburban Cable Commission

**MOTION WAS MADE BY COUNCILMEMBER WOOLSTENCROFT, SECONDED BY COUNCILMEMBER HULLSIEK TO APPROVE THE CONSENT AGENDA AS PRESENTED. 4 AYES, LAFOY ABSTAINED. MOTION PASSED.**

**CITY BUSINESS - REGULAR AGENDA**

- A. Approval of Treasurer's Report

Mayor Wingfield stated that the three bond funds can be consolidated into one fund as only one bond is still active.

**MOTION WAS MADE BY COUNCILMEMBER WOOLSTENCROFT AND SECONDED BY COUNCILMEMBER ANDERSON TO APPROVE THE TREASURER'S REPORT AS PRESENTED. ALL AYES. MOTION PASSED.**

**B. First Reading of Ordinance 2015-02-01, Amending Small Craft Storage Language in City Code**

**Councilmember LaFoy** stated the ordinance amendments the City is considering will allow the City to better manage the canoe and kayak racks available for residents' use at the easements. These amendments are a response to issues the City has encountered with past canoe and kayak rack use. The amendments state that racks are to be used by residents only, and canoes and kayaks must be removed from the racks at the end of the boating season.

**Mayor Wingfield** stated these amendments will be in place for the beginning of the 2015 boating season, which City Code defines as April 1<sup>st</sup>.

**Councilmember Anderson** stated that signs will be created and displayed at the easements informing residents of the new storage rules.

**MOTION WAS MADE BY COUNCILMEMBER LAFOY AND SECONDED BY COUNCILMEMBER HULLSIEK TO APPROVE THE FIRST READING OF ORDINANCE 2015-02-01 AS PRESENTED. ALL AYES. MOTION PASSED.**

**C. First Reading of Ordinance 2015-02-02, Amending Fees for Small Craft Storage at Public Lake Tracts in the City of Birchwood Village Fee Schedule**

**MOTION WAS MADE BY COUNCILMEMBER LAFOY AND SECONDED BY COUNCILMEMBER ANDERSON TO APPROVE FIRST READING OF ORDINANCE 2015-02-02 AS PRESENTED. ALL AYES. MOTION PASSED.**

**D. 2015 Committee Appointments**

**Mayor Wingfield** stated that committee assignments will remain unchanged for 2015 for all members of the Council, with the exception of Councilmember Anderson who will take on Councilmember Donovan's committee roles and additional roles as assigned.

**MOTION WAS MADE BY COUNCILMEMBER LAFOY AND SECONDED BY COUNCILMEMBER WOOLSTENCROFT TO APPROVE COMMITTEE ASSIGNMENTS FOR 2015 AS PRESENTED. ALL AYES. MOTION PASSED.**

**Mayor Wingfield** stated that the Finance and Budget Committees have not had reason to meet in recent months, and with the new Budget Handbook in place, no need to meet in the near future. Additionally, proposed changes to the Parks Committee bylaws are before the Council, which would give the Parks Committee the same structure as the Roads Committee.

**MOTION WAS MADE BY COUNCILMEMBER WOOLSTENCROFT AND SECONDED BY COUNCILMEMBER HULLSIEK TO APPROVE AMENDMENTS TO THE PARKS COMMITTEE BYLAWS AS PRESENTED. ALL AYES. MOTION PASSED.**

**E. 2015 Tree Plan**

**Mayor Wingfield** stated that replacing trees on City property that have been lost in the last few years will be a priority in 2015. New trees will be planted at City Hall to replace trees lost as a result of the sidewalk improvement.

**Councilmember Anderson** and **Mayor Wingfield** will develop a plan and report back to the Council at the March meeting.

**a. Removal of Box Elder at Birch Easement**

**Mayor Wingfield** stated that as new trees are planted at Birch Easement, the box elder in the middle of the easement should be removed to prevent sprouting additional box elder trees.

**Councilmember Anderson** stated he spoke with Tree Inspector Dean regarding that box elder, and Dean recommended the removal of the tree as it is already arching and will be snapping soon.

**G. City Administrator's Report**

**a. Discuss Quotes for Generator Receptacle Replacement at Lift Stations**

**City Administrator Mickelson** stated that the transition to White Bear Township for lift station maintenance and inspection services is complete with the exception of changing over generator receptacles to match White Bear Township's generator. Short Stop Electric submitted a cost estimate of \$1,575 for parts and labor. Larry Lanoux Electric submitted a cost estimate of \$3,000 for parts and labor.

**MOTION WAS MADE BY MAYOR WINGFIELD AND SECONDED BY COUNCILMEMBER WOOLSTENCROFT TO AUTHORIZE SHORT STOP ELECTRIC TO CONVERT BIRCHWOOD'S GENERATOR RECEPTACLES WITH A TOTAL PROJECT COST NOT TO EXCEED \$2,000. ALL AYES. MOTION PASSED.**

**ADJOURN**

**MOTION WAS MADE BY COUNCILMEMBER LAFOY, SECONDED BY MAYOR WINGFIELD TO ADJOURN THE MEETING. ALL AYES. MOTION PASSED. MEETING ADJOURNED AT 7:25 P.M.**

\_\_\_\_\_  
Mary Wingfield  
Mayor

ATTEST:

\_\_\_\_\_  
Chris Mickelson  
City Administrator-Clerk



White Bear Lake Conservation District • 4701 Highway 61 • White Bear Lake, MN 55110 • Telephone (651) 429-8520  
Email: wblcd@msn.com • Website: wblcd.org

February 24, 2015

**Notice of expiration of term for the following White Bear Lake  
Conservation District Board Member**

Member name: Suzanne Donnell – City of Birchwood Village

Term expires: May 31, 2015

Please notify the office as soon as you have re-appointed the incumbent or appointed your new representative.

If appointing a new representative, please notify us in time to prepare and deliver new board member packets prior to their first board meeting (the board meets the third Tuesday of every month except December – usually no meeting in December). Please give complete name, address, phone numbers and e-mail address.

Thank you,

  
Julie Yoho  
WBLCD Administrative Secretary

As of 03/06/2015  
Fiscal Year:2015

<u>Name of Fund</u>	<u>Beginning Balance</u>	<u>Total Receipts</u>	<u>Total Disbursements</u>	<u>Ending Balance</u>
General Fund	\$557,778.13	\$7,175.79	\$77,885.16	\$487,068.76
Special Rev Projects	\$15,468.65	\$1,199.95	\$6,664.00	\$10,004.60
Spec Rev - Warm House	\$0.00	\$0.00	\$0.00	\$0.00
Sewer 2004 Bonds	\$9,444.86	\$1,222.43	\$7,179.94	\$3,487.35
Birchwood In Re-hab Bond	\$1,157.24	\$0.00	\$1,157.24	\$0.00
Sewer Re-hab 2008 Debt	(\$7,179.94)	\$7,179.94	\$0.00	\$0.00
Cap Project - PW	\$3,758.91	\$0.00	\$0.00	\$3,758.91
Water Enterprise Fund	(\$7,070.08)	\$8,606.22	\$3,706.09	(\$2,169.95)
Sewer Enterprise Fund	\$72,748.17	\$15,029.69	\$28,914.93	\$58,862.93
Sewer Infrastructure	\$30,000.00	\$0.00	\$26,155.00	\$3,845.00
<b>Total</b>	<b>\$676,105.94</b>	<b>\$40,414.02</b>	<b>\$151,662.36</b>	<b>\$564,857.60</b>

Fund Name: All Funds  
Date Range: 02/06/2015 to 03/06/2015

<u>Date</u>	<u>Remitter</u>	<u>Description</u>	<u>Receipt #</u>	<u>Total</u>	<u>Account #</u>	<u>Amount</u>
02/11/2015	Residents - via St Anthony Village	U/B 02/11/2015	1390	\$588.24	100-32250	\$100.00
					601-34110	\$262.71
					601-34160	\$9.00
					601-34170	\$6.36
					605-34160	\$10.01
					605-34190	\$200.16
02/20/2015	Residents - via St Anthony Village	U/B 02/20/2015	1392	\$89.32	100-32250	\$24.82
					601-34110	\$17.88
					601-34170	\$1.58
					605-34190	\$45.04
03/02/2015	Residents - via St Anthony Village	U/B 03/02/2015	1391	\$328.06	601-34110	\$140.30
					601-34160	\$0.20
					601-34170	\$3.29
					605-34160	\$0.33
					605-34190	\$183.94
03/05/2015	Inter-Fund Transfer to Close 303	Inter-Fund Transfer to Close 303	1393	\$1,157.24	301-39200	\$1,157.24
03/05/2015	Inter-Fund Transfer	From Fund 301 to Close Fund 305	1394	\$7,179.94	305-39200	\$7,179.94
03/06/2015	Clinch, Houstoun	Boat Slip Wait List Fee	1395	\$200.00	210-32260	\$200.00
03/06/2015	Dabruzzi, Anthony	Dog License	1396	\$10.00	100-32240	\$10.00
03/06/2015	Wingfield, Mary	Pot Bellied Pig License	1397	\$5.00	100-32240	\$5.00
<b>Total For Period</b>				<b>\$9,557.80</b>		
<b>Total Year To Date</b>				<b>\$40,414.02</b>		

Fund Name: All Funds  
Date Range: 02/06/2015 to 03/06/2015

<u>Date</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check #</u>	<u>Total</u>	<u>Account #</u>	<u>Amount</u>
02/06/2015	Payroll Period Ending 02/06/2015		28700	\$104.04	100-45200-100	\$104.04
02/06/2015	Payroll Period Ending 02/06/2015		28701	\$156.94	100-45200-100	\$156.94
02/06/2015	Payroll Period Ending 02/06/2015		28702	\$207.92	100-45200-100	\$207.92
02/06/2015	Payroll Period Ending 02/06/2015		28703	\$180.99	100-45200-100	\$180.99
02/06/2015	Payroll Period Ending 02/06/2015		28704	\$202.16	100-45200-100	\$202.16
02/13/2015	Payroll Period Ending 02/13/2015		28705	\$1,838.83	100-41400-100	\$1,838.83
02/13/2015	PERA	Staff Retirement (2/13/15)	EFT2132015	\$274.40	100-41400-121	\$274.40
02/20/2015	Payroll Period Ending 02/20/2015		28706	\$290.65	100-45200-100	\$290.65
02/20/2015	Payroll Period Ending 02/20/2015		28707	\$60.03	100-45200-100	\$60.03
02/20/2015	Payroll Period Ending 02/20/2015		28708	\$98.27	100-45200-100	\$98.27
02/20/2015	Payroll Period Ending 02/20/2015		28709	\$202.16	100-45200-100	\$202.16
02/20/2015	Payroll Period Ending 02/20/2015		28710	\$100.19	100-45200-100	\$100.19
02/27/2015	Payroll Period Ending 02/27/2015		28730	\$1,505.92	100-41400-100	\$1,505.92
03/05/2015	Manship Plumbing & Heating Inc	Monthly Standby/Locates	28711	\$660.00	601-43180-305	\$660.00
03/05/2015	City of Roseville	Feb 2015 IT/Phone Services	28712	\$404.88	100-41955-305	\$340.33
					100-41955-305	\$64.55
03/05/2015	TSE, INC	City Hall Janitorial Services 02/05/2015 & 02/19/2015	28713	\$42.00	100-41940-305	\$21.00
					100-41940-305	\$21.00
03/05/2015	Birch Lawn Maintenance	February Plowing	28714	\$1,080.00	100-43125-305	\$810.00
					100-43125-305	\$270.00
03/05/2015	City of White Bear Lake	Lift Station Inspection/Maintenance December 2014	28715	\$1,964.40	605-43190-305	\$1,964.40
03/05/2015	City of White Bear Lake	Fire Services - Feb. 2015	28716	\$1,503.42	100-42200-305	\$1,503.42
03/05/2015	On-Site Sanitation Inc	Rental Monthly Unit - Feb. 2015 - Warming House	28717	\$113.67	100-45200-305	\$113.67

## City of Birchwood Village

## Disbursements Register

03/06/2015

<u>Date</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check #</u>	<u>Total</u>	<u>Account #</u>	<u>Amount</u>
03/05/2015	Ronnan, Kenny	Feb 2015 (1.5 Hours)	28718	\$45.00	100-41950-305	\$45.00
03/05/2015	Tennis Sanitation, LLC	Recycling Contract Jan - Feb 2015	28719	\$1,656.00	100-43300-305	\$1,656.00
03/05/2015	Toshiba Business Solutions, USA Inc	Quarterly Maintenance 1st Qtr 2015	28720	\$38.99	100-41420-305	\$38.99
03/05/2015	FP Mailing Solutions	Postage Machine - Feb-May 2015 rental	28721	\$125.34	100-41430-200	\$125.34
03/05/2015	Gopher State One Call	Locates (4 Tickets)	28722	\$5.80	100-42805-305	\$5.80
03/05/2015	Metropolitan Council Env. Service	Wastewater Service March 2015	28723	\$3,777.92	605-43190-217	\$3,777.92
03/05/2015	Washington County	Salt (6.54 Tons)	28724	\$561.55	100-43125-210	\$561.55
03/05/2015	Washington County	Election Equipment Maintenance Fee	28725	\$300.00	100-41410-220	\$300.00
03/05/2015	Lanoux Electric LLC	Electrical Services for SCADA/Lift Station Upgrades	28726	\$7,500.00	605-43190-999	\$7,500.00
03/05/2015	MN Dept of Health Drinking Water	Water Supply Connection Srvc Fee 1st Qtr 2015	28727	\$562.00	601-43180-430	\$562.00
03/05/2015	City of St. Anthony Village	Q1 2015 UB Administration	28728	\$1,812.88	601-41500-305 605-41500-305	\$906.44 \$906.44
03/05/2015	White Bear Township	Lift Station Maintenance/Inspectio n/Engineering	28729	\$3,365.49	605-43190-305	\$3,365.49
03/05/2015	PERA	Staff Retirement (2/27/15)	EFT030515	\$274.40	100-41400-121	\$274.40
03/05/2015	Xcel Energy	Lift Stations, Ice Rink/Warming House, City Hall	EFT3.5.15	\$885.95	100-41940-380 100-45200-380 605-43190-380	\$288.81 \$109.42 \$487.72
03/05/2015	Xcel Energy	Electric for Street Lights	EFT3/5/15	\$1,254.51	100-43160-380	\$1,254.51
03/05/2015	Transfer to Fund 301	Transfer to Fund 301 to close Fund 303	IFT3.5.15	\$1,157.24	303-49360-720	\$1,157.24
03/05/2015	Transfer to Close Fund 305	Transfer from Fund 301 to Close Fund 305	IFT3/5/15	\$7,179.94	301-49360-720	\$7,179.94
03/06/2015	Wingfield, Mary	Reimbursement for Stamps	28731	\$236.18	100-41430-810	\$236.18
<b>Total For Period</b>				<b>\$41,730.06</b>		
<b>Total Year To Date</b>				<b>\$151,662.36</b>		

As of 03/06/2015

**General Fund**

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
General Property Taxes	\$0.00	\$1,661.21	\$1,661.21
Total Acct 310	\$0.00	\$1,661.21	\$1,661.21
Building Permits	\$0.00	\$774.93	\$774.93
Dog Licenses	\$0.00	\$15.00	\$15.00
Spring Leaf Collection	\$0.00	\$2,245.83	\$2,245.83
Total Acct 322	\$0.00	\$3,035.76	\$3,035.76
City Hall and Garage Rent	\$0.00	\$25.00	\$25.00
Total Acct 341	\$0.00	\$25.00	\$25.00
Fines	\$0.00	\$33.33	\$33.33
Total Acct 351	\$0.00	\$33.33	\$33.33
Miscellaneous	\$0.00	\$55.00	\$55.00
Total Acct 361	\$0.00	\$55.00	\$55.00
Interest Earnings	\$0.00	\$158.49	\$158.49
Contrib. and Donations-Private	\$0.00	\$150.00	\$150.00
Refund-Reimbursemnt-Dividend	\$0.00	\$2,057.00	\$2,057.00
Total Acct 362	\$0.00	\$2,365.49	\$2,365.49
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$7,175.79</b>	<b>\$7,175.79</b>
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Publishing	\$0.00	\$250.65	(\$250.65)
Total Acct 411	\$0.00	\$250.65	(\$250.65)
City Council	\$0.00	\$5,047.51	(\$5,047.51)
Total Acct 413	\$0.00	\$5,047.51	(\$5,047.51)
Clerk - Treasurer	\$0.00	\$13,377.66	(\$13,377.66)
Elections	\$0.00	\$300.00	(\$300.00)
Office Operations/Supplies	\$0.00	\$63.43	(\$63.43)
Postage/Postal Permits	\$0.00	\$439.92	(\$439.92)
Total Acct 414	\$0.00	\$14,181.01	(\$14,181.01)
Engineer Service	\$0.00	\$1,180.00	(\$1,180.00)
Total Acct 416	\$0.00	\$1,180.00	(\$1,180.00)
Grants	\$0.00	\$817.50	(\$817.50)
City Training and Development	\$0.00	\$991.00	(\$991.00)
City Hall-Gov't Buildings	\$0.00	\$1,131.53	(\$1,131.53)
Cable Eqpmt and Service	\$0.00	\$90.00	(\$90.00)
Phone/IT	\$0.00	\$809.76	(\$809.76)
Total Acct 419	\$0.00	\$3,839.79	(\$3,839.79)
Police	\$0.00	\$24,314.98	(\$24,314.98)

**City of Birchwood Village Financial Report by Account Number (YTD)**

**03/06/2015**

Total Acct 421	\$0.00	\$24,314.98	(\$24,314.98)
Fire	\$0.00	\$4,503.09	(\$4,503.09)
Total Acct 422	\$0.00	\$4,503.09	(\$4,503.09)
Building Inspection	\$0.00	\$1,520.95	(\$1,520.95)
Total Acct 424	\$0.00	\$1,520.95	(\$1,520.95)
Other Protection	\$0.00	\$68.38	(\$68.38)
Utility Locates	\$0.00	\$118.95	(\$118.95)
Animal Control	\$0.00	\$100.00	(\$100.00)
Total Acct 428	\$0.00	\$287.33	(\$287.33)
Streets and Road Mntnc	\$0.00	\$4,495.00	(\$4,495.00)
Ice and Snow Removal	\$0.00	\$4,970.58	(\$4,970.58)
Tree Removal	\$0.00	\$385.00	(\$385.00)
Street Lights	\$0.00	\$3,749.35	(\$3,749.35)
Total Acct 431	\$0.00	\$13,599.93	(\$13,599.93)
Recycle	\$0.00	\$3,312.00	(\$3,312.00)
Total Acct 433	\$0.00	\$3,312.00	(\$3,312.00)
Parks	\$0.00	\$5,847.92	(\$5,847.92)
Total Acct 452	\$0.00	\$5,847.92	(\$5,847.92)
<b>Total Disbursements</b>	<b>\$0.00</b>	<b>\$77,885.16</b>	<b>(\$77,885.16)</b>
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
<b>Beginning Cash Balance</b>		<b>\$557,778.13</b>	
<b>Cash Balance as of 03/06/2015</b>		<b>\$487,068.76</b>	

As of 03/06/2015

<b>Special Rev Projects</b>	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
<b>Receipts:</b>			
Dock/Lift Permit Fee	\$0.00	\$1,199.95	\$1,199.95
Total Acct 322	\$0.00	\$1,199.95	\$1,199.95
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$1,199.95</b>	<b>\$1,199.95</b>
<b>Other Financing Sources:</b>			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
<b>Disbursements:</b>			
Unallocated Expenditures	\$0.00	\$6,664.00	(\$6,664.00)
Total Acct 492	\$0.00	\$6,664.00	(\$6,664.00)
<b>Total Disbursements</b>	<b>\$0.00</b>	<b>\$6,664.00</b>	<b>(\$6,664.00)</b>
<b>Other Financing Uses:</b>			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
<b>Beginning Cash Balance</b>		<b>\$15,468.65</b>	
<b>Cash Balance as of 03/06/2015</b>		<b>\$10,004.60</b>	

**City of Birchwood Village Financial Report by Account Number (YTD)**

**03/06/2015**

**As of 03/06/2015**

**Spec Rev - Warm House**

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
<b>Total Disbursements</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
<b>Beginning Cash Balance</b>		<b>\$0.00</b>	
<b>Cash Balance as of 03/06/2015</b>		<b>\$0.00</b>	

As of 03/06/2015

<b>Sewer 2004 Bonds</b>	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Sewer Re-hab A and B	\$0.00	\$65.19	\$65.19
Total Acct 361	\$0.00	\$65.19	\$65.19
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$65.19</b>	<b>\$65.19</b>
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$1,157.24	
Disbursements:			
<b>Total Disbursements</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$7,179.94	
<b>Beginning Cash Balance</b>		<b>\$9,444.86</b>	
<b>Cash Balance as of 03/06/2015</b>		<b>\$3,487.35</b>	

As of 03/06/2015

Birchwood In Re-hab Bond	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
<b>Total Disbursements</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$1,157.24	
<b>Beginning Cash Balance</b>		<b>\$1,157.24</b>	
<b>Cash Balance as of 03/06/2015</b>		<b>\$0.00</b>	

**City of Birchwood Village Interim Financial Report by Account Number (YTD)**

**03/06/2015**

**As of 03/06/2015**

<b>Sewer Re-hab 2008 Debt</b>	<u><b>Budget</b></u>	<u><b>Actual</b></u>	<u><b>Variance</b></u>
<b>Receipts:</b>			
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Other Financing Sources:</b>			
Sale of Investments		\$0.00	
Transfers from other Funds		\$7,179.94	
<b>Disbursements:</b>			
<b>Total Disbursements</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Other Financing Uses:</b>			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
<b>Beginning Cash Balance</b>		<b>(\$7,179.94)</b>	
<b>Cash Balance as of 03/06/2015</b>		<b>\$0.00</b>	

**City of Birchwood Village Interim Financial Report by Account Number (YTD)**

**03/06/2015**

As of 03/06/2015

**Cap Project - PW**

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
<b>Total Disbursements</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
<b>Beginning Cash Balance</b>		<b>\$3,758.91</b>	
<b>Cash Balance as of 03/06/2015</b>		<b>\$3,758.91</b>	

**City of Birchwood Village Financial Report by Account Number (YTD)**

**03/06/2015**

**As of 03/06/2015**

<b>Water Enterprise Fund</b>	<u><b>Budget</b></u>	<u><b>Actual</b></u>	<u><b>Variance</b></u>
<b>Receipts:</b>			
Water Fee	\$0.00	\$8,281.05	\$8,281.05
Penalty - Late Water/Sewer	\$0.00	\$38.70	\$38.70
State and Misc fees	\$0.00	\$286.47	\$286.47
Total Acct 341	\$0.00	\$8,606.22	\$8,606.22
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$8,606.22</b>	<b>\$8,606.22</b>
<b>Other Financing Sources:</b>			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
<b>Disbursements:</b>			
Financial Administration	\$0.00	\$906.44	(\$906.44)
Total Acct 415	\$0.00	\$906.44	(\$906.44)
Utility Locates	\$0.00	\$10.15	(\$10.15)
Total Acct 428	\$0.00	\$10.15	(\$10.15)
Water Utility	\$0.00	\$2,789.50	(\$2,789.50)
Total Acct 431	\$0.00	\$2,789.50	(\$2,789.50)
<b>Total Disbursements</b>	<b>\$0.00</b>	<b>\$3,706.09</b>	<b>(\$3,706.09)</b>
<b>Other Financing Uses:</b>			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
<b>Beginning Cash Balance</b>		<b>(\$7,070.08)</b>	
<b>Cash Balance as of 03/06/2015</b>		<b>(\$2,169.95)</b>	

As of 03/06/2015

<b>Sewer Enterprise Fund</b>	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Receipts:			
Penalty - Late Water/Sewer	\$0.00	\$60.55	\$60.55
Sewer Fee	\$0.00	\$14,969.14	\$14,969.14
Total Acct 341	\$0.00	\$15,029.69	\$15,029.69
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$15,029.69</b>	<b>\$15,029.69</b>
Other Financing Sources:			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
Disbursements:			
Financial Administration	\$0.00	\$906.44	(\$906.44)
Total Acct 415	\$0.00	\$906.44	(\$906.44)
Sewer Utility	\$0.00	\$28,008.49	(\$28,008.49)
Total Acct 431	\$0.00	\$28,008.49	(\$28,008.49)
<b>Total Disbursements</b>	<b>\$0.00</b>	<b>\$28,914.93</b>	<b>(\$28,914.93)</b>
Other Financing Uses:			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
<b>Beginning Cash Balance</b>		<b>\$72,748.17</b>	
<b>Cash Balance as of 03/06/2015</b>		<b>\$58,862.93</b>	

**City of Birchwood Village Regular Financial Report by Account Number (YTD)**

**03/06/2015**

As of 03/06/2015

**Sewer Infrastructure**

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
<b>Receipts:</b>			
<b>Total Revenues</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Other Financing Sources:</b>			
Sale of Investments		\$0.00	
Transfers from other Funds		\$0.00	
<b>Disbursements:</b>			
Sewer Utility	\$0.00	\$26,155.00	(\$26,155.00)
Total Acct 431	\$0.00	\$26,155.00	(\$26,155.00)
<b>Total Disbursements</b>	<b>\$0.00</b>	<b>\$26,155.00</b>	<b>(\$26,155.00)</b>
<b>Other Financing Uses:</b>			
Purchase of Investments		\$0.00	
Transfers to other Funds		\$0.00	
<b>Beginning Cash Balance</b>		<b>\$30,000.00</b>	
<b>Cash Balance as of 03/06/2015</b>		<b>\$3,845.00</b>	

**ORDINANCE 2015-02-01**

**CITY OF BIRCHWOOD VILLAGE  
WASHINGTON COUNTY, MINNESOTA**

**AN ORDINANCE AMENDING SMALL CRAFT STORAGE  
LANGUAGE IN CITY CODE**

The City Council of the City of Birchwood Village hereby ordains that Chapter 617 (Public Lake Tracts) of the Municipal Code of the City of Birchwood Village is hereby amended to read as follows:

**SECTION 617.200: GENERAL PUBLIC REGULATIONS:** The Public Lake Tracts shall be subject to the following rules and regulations:

- 617.215 1. Small Craft Storage. Only Birchwood residents may store canoes, kayaks, and other small non-motorized watercraft on racks located at City Easements. Residents may not rent their small craft to non-residents. Small craft shall be stored in racks when not in use. Such craft may be stored on a Public Lake Tract only during the Boating Season and the owner shall remove them during the non-Boating Season. Owners of small craft must not leave any chains or locks on the racks at the end of each Boating Season. As a matter of courtesy, families who own more than one small craft are encouraged to place both craft on the same rack.
2. Permit Required. Residents must purchase a permit from the City Clerk to store small craft on racks at City Easements. The cost for each permit is \$10.00 annually. A sticker accompanying the permit must be placed on each small craft registered with the City. When purchasing a permit, the small craft owner must show proof of ownership and residency.
3. Penalty for Violation. The owner of small craft determined to not have a valid permit will be charged \$25.00. If, after notice, a small craft without a sticker remains on a rack, the City reserves the right to remove the small craft and charge the owner a \$50.00 removal cost.

**EFFECTIVE DATE:** This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Adopted by the City of Birchwood Village City Council this \_\_\_ day of \_\_\_\_\_, 2015

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Mary Wingfield  
Mayor

Attest:

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Chris Mickelson  
City Administrator-Clerk

**ORDINANCE 2015-02-02**

**CITY OF BIRCHWOOD VILLAGE  
WASHINGTON COUNTY, MINNESOTA**

**AN ORDINANCE AMENDING FEES FOR SMALL CRAFT STORAGE AT PUBLIC  
LAKE TRACTS IN THE CITY OF BIRCHWOOD VILLAGE FEE SCHEDULE**

**WHEREAS**, the City of Birchwood Village adopted a fee schedule in 2012; and

**WHEREAS**, small craft storage permit, violation and removal fees were not included in the 2012 fee schedule; and

**WHEREAS**, these fees are intended to cover all of the City of Birchwood Village's costs associated with processing small craft permits and managing public racks.

**NOW, THEREFORE, BE IT ORDAINED** that the City Council of the City of Birchwood Village hereby amends the fee schedule to read as follows:

<u>Annual Small Craft Permit.....</u>	<u>\$10.00</u>
<u>Use of Small Craft Rack Without a Permit.....</u>	<u>\$25.00</u>
<u>Small Craft Removal Fee.....</u>	<u>\$50.00</u>

**EFFECTIVE DATE:** This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Adopted by the City of Birchwood Village City Council this \_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Mary Wingfield  
Mayor

Attest:

\_\_\_\_\_  
Chris Mickelson  
City Administrator-Clerk

## Chris Mickelson

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**From:** Timothy Finnerty [timfinnerty@rwcable.com]  
**Sent:** Monday, February 23, 2015 1:34 PM  
**To:** Chris Mickelson  
**Cc:** Randy Lafoy  
**Subject:** Re: Transfer update  
**Attachments:** 9573628\_1.DOCX; 3200\_001.pdf; Leonard Baxt.pdf

Hi Chris:

I am attaching the final version of the transfer resolution and transfer agreement, including attached signature page for Comcast and Midwest/GreatLand. The Cable Commission is recommending approval of the Comcast/GreatLand transfer pursuant to these documents. These are ready for council action on March 10.

You will, however, need to fill in the blanks on the Resolution to reflect that the city in question is Birchwood Village. I also noticed that there is a blank on the Resolution intended to reflect the particular section of the franchise relating to cable transfers. That would be Section 10.5.

Let me know if you have any questions. Thanks!!!

- Tim

TRANSFER AGREEMENT BETWEEN AND AMONG THE MEMBERS OF THE RAMSEY  
WASHINGTON SUBURBAN CABLE COMMISSION, COMCAST OF MINNESOTA, INC.  
AND MIDWEST CABLE, INC.

**WHEREAS**, Comcast of Minnesota, Inc., (“Franchisee”) operates a cable television system (the “System”) in communities which are members of the Ramsey/Washington Suburban Cable Commission (RWSCC) pursuant to a franchise to which the City of Birchwood Village, the City of Dellwood, the City of Grant, the City of Lake Elmo, the City of Mahtomedi, the City of Maplewood, the City of North St. Paul, the City of Oakdale, the City of Vadnais Heights, the City of White Bear Lake, White Bear Township and the City of Willernie, Minnesota, are parties (each community is a “Franchisor”); a March 9, 1995 Memorandum of Understanding; and the April 10, 2014 Settlement Agreement (the “Franchise Documents”); and

**WHEREAS**, the existing franchise agreement dated November 29, 1999, expired on November 28, 2014; and

**WHEREAS**, the Franchise requires the Franchisor’s prior consent to a sale or transfer of stock so as to create a new controlling interest under Minnesota Statutes 238.083; and

**WHEREAS**, Comcast of Minnesota, Inc., is an indirect, wholly-owned subsidiary of Comcast Corporation (“Comcast”); and

**WHEREAS**, Comcast, as the ultimate parent corporation of Franchisee, has agreed to divest and transfer the Franchisee, following its conversion to a limited liability company, and Cable System to Midwest Cable, Inc., in a process described in the Transfer Application (the “Proposed Transaction”); and

**WHEREAS**, immediately following the closing of the Proposed Transaction, Midwest Cable, Inc., will be renamed GreatLand Connections, Inc., and, for the purposes of this Resolution, the transfer applicant will be referred to as “GreatLand” throughout; and

**WHEREAS**, Comcast filed a Federal Communications Commission Form 394 with the RWSCC on June 18, 2014, together with certain attached materials, which documents more fully describe the Proposed Transaction and which documents, with their attachments, contain certain promises, conditions, representations and warranties (the “Transfer Application”); and

**WHEREAS**, under the Proposed Transaction, the ultimate ownership and control of the Franchisee and the System will change, and it requires the prior written approval of the Franchisor; and

**WHEREAS**, Comcast, through its subsidiaries, provided written responses to some of the data requests issued by the Franchisor or by the RWSCC, including directing the representatives of the Franchisor to publicly filed and available information, and information posted to Comcast Corporation and other websites (the “Data Request Responses”); and

**WHEREAS**, the Franchisee has agreed it will continue to be responsible for all acts and omissions, known and unknown, under the Franchise Documents and applicable law for all purposes, including (but not limited to) franchise renewal, and Franchisee agrees that it will continue to be so responsible.

**WHEREAS**, the parties have reached agreement on other terms and conditions under which the Application may be approved, subject to and in reliance upon the representations made by and on behalf of Comcast of Minnesota, Inc, Comcast, and GreatLand to the Franchisor, RWSCC and their representatives.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**Section 1.** This Agreement shall only be effective as to those communities which grant the Transfer Application in a form substantially similar to the attached to this Agreement. This Agreement shall be dated February 15, 2015 for purposes of identification.

**Section 2.** The parties agree:

- a) The Franchise is extended through and including July 1, 2018.
- b) Paragraph 10 of the "Settlement Agreement Regarding PEG Capacity" is amended so that the reference to January 1, 2016 is changed to July 1, 2018.
- c) Paragraph 2 of the "Settlement Agreement Regarding PEG Capacity" is amended to read as follows: "Comcast will make available a second HD PEG channel conditioned upon the Commission affirming in writing that it has ready and available a minimum of 100 hours of locally produced HD content that has not been carried on the existing HD channel. On or after January 1, 2017, the Commission may request the launch of a third HD PEG channel in exchange for the discontinuance of one (1) standard definition PEG channels of the Commission's choosing. The Commission shall affirm in writing that it has ready and available sufficient locally produced HD PEG programming not already carried on the other two HD PEG channels so as to be able to program at least 6 hours per day with non-character generated HD PEG programming.
- d) Franchisee will correct any safety code issues identified to it by the Commission as of January 31, 2015 and identify the results of its work to the Commission. Comcast will complete this review and the corrective actions by March 31, 2015.
- e) Franchisee has been in discussions with Lake Elmo and will promptly reach agreement on the timing and details of a Comcast line extension of its system without charge to the customers or Franchisor, without regard to whether density requirements in the Franchise are satisfied, as to The Sanctuary Development in Lake Elmo. Further, Comcast will promptly commence discussions with Grant regarding the timing of line extensions along the following routes which extension shall also be made without charge to customers or Franchisor, without regard to whether density requirements in the Franchise are satisfied: 105<sup>th</sup> Street between Jamaica Av N and Inwood Av N; and Inwood Av N between 105<sup>th</sup> St and 110<sup>th</sup> Street. Absent a finding of unusual costs, construction shall commence in a reasonable time period. Franchisee may continue to charge for drop costs for drops

whose length from the nearest right of way to the customer premises exceed standard installations, as provided in the Franchise.

- f) Franchisee will pay Commission \$15,000 in connection with issues surrounding the transfer application. This amount is not and may not be treated as a franchise fee.
- g) Franchisee shall pay the Commission \$47,610.16 in past-due franchise fees and penalties arising out of a review it conducted of its allocation of revenues from its HD Service Bundles and the omission of the HD Technology Fee from the revenue allocations in certain of those packages from 2012 through 2014. This payment will be made within 30 days of the approval of effective date of this agreement.
- h) GreatLand warrants that nothing about the Transition Services Agreement with Comcast or the Charter Services Agreement, including the 4.25% fee thereunder, or the relationships created by those agreements, shall be used to reduce the franchise fees otherwise due under the Franchise Documents for cable services provided in any RWSCC community, such that franchise fees cannot be evaded by virtue of those agreements. Within 30 days after closing the Proposed Transaction, GreatLand shall provide a copy of the Charter Services Agreement and Comcast Transition Agreement, subject to reasonable confidentiality protections as necessary.
- i) GreatLand and Franchisee warrant that for so long as (1) Franchisee is under the ultimate control of GreatLand and (2) the current franchise agreement remains in effect, Franchisee will continue the same franchise fee offset practices as have been followed by the Franchisee during the fourth quarter of 2014. Should a Franchisor grant a competing cable service or video service franchise that is not subject to franchise fee offset limitations as specified herein, this Section 1.9 shall terminate on the date of such franchise grant as to such Franchisor.
- j) GreatLand assures that it will cause to be made available adequate financial resources to allow Franchisee to meet its obligations under the Franchise, including without limitation, customer service standards in the franchise and under federal law, build out obligation, PEG funding, and all other financial obligations in the Franchise.
- k) Each Franchisor is only approving the transfer of control to Midwest Cable, Inc. No other transaction is approved, and any other transaction that is subject to approval under the franchise or cable ordinance, whether or not contemplated in the application, shall require Franchisor approval.
- l) Each Franchisor's approval of the Transfer Application is made without prejudice to, or waiver of, its and/or the Franchisor's right to fully investigate and consider during any future franchise renewal process: (i) Franchisee's financial, technical, and legal qualifications; (ii) Franchisee's and Franchisee's compliance with the Franchise; and (iii) any other lawful, relevant considerations.
- m) Each Franchisor's approval of the Transfer Application is made without prejudice to, or waiver of, any right of the Franchisor to consider or raise claims based on Franchisee's or Franchisee's defaults, any failure to provide reasonable service in light of the community's needs, or any failure to comply with the terms and conditions of the Franchise Documents, or with applicable law.

- n) Each Franchisor waives none of its rights with respect to the Franchisee's compliance with the terms, conditions, requirements and obligations set forth in the Franchise and in applicable law. A Franchisor's approval of the Transfer Application shall in no way be deemed a representation by the Franchisor that the Franchisee is in compliance with all of its obligations under the Franchise and applicable law. GreatLand warrants that Franchisee will be able to comply with all the terms and conditions of those agreements, including provisions requiring production of documents, maintenance of records and system monitoring.
- o) After the Proposed Transaction, GreatLand and Franchisee will be bound by all the commitments, duties, and obligations, present and continuing, embodied in the Franchise Documents and applicable law. The Proposed Transaction will have no effect on these obligations. Likewise, the Proposed Transaction will have no effect on any other agreement with any Franchisor or RWSCC now in force or which must be accepted as a condition of the approval hereunder.
- p) GreatLand shall provide an executed written certification in the form attached hereto within thirty (30) days after consummation of the Proposed Transaction, guarantying the full performance of the Franchisee. GreatLand shall provide the Commission with written notification that the Proposed Transaction closed within ten (10) days after the closing;
- q) GreatLand will comply with any and all conditions or requirements applicable to GreatLand set forth in all approvals granted by federal agencies with respect to the Proposed Transaction and Transfer Application, however nothing in this paragraph is intended to create or grant any Franchisor or the Commission authority to enforce the conditions that it would not otherwise have.
- r) GreatLand shall provide a written guarantee in the form attached hereto within thirty (30) days of consummation of the Proposed Transaction specifying that subscriber rates and charges in the Franchise area will not increase or services be reduced as a result of the costs of the Proposed Transaction. GreatLand's current projections do not require it to increase cable rates, or decrease cable services, in order to perform its obligations under the Franchise Documents, other than those changes made in the ordinary course of business. It will not contend that Franchisee is entitled to any relief from obligations (under the Cable Act's commercially impracticable standard or otherwise) based on the failure of any financial assumption related to the Proposed Transaction to materialize.
- s) After the Proposed Transaction is consummated, GreatLand and Franchisee will continue to be responsible for all past acts and omissions, known and unknown, under the Franchise Documents and applicable law for all purposes, including (but not limited to) Franchise renewal to the same extent and in the same manner as before the Proposed Transaction.
- t) Except as specifically provided herein, nothing in this Agreement amends or alters the Franchise Documents or any requirements therein or in any agreement between Franchisor and Franchisee in any way, and all provisions of the same remain in full force and effect and are enforceable in accordance with their terms.

- u) The Proposed Transaction shall not permit GreatLand and Franchisee to take any position or exercise any right with respect to the Franchise and the relationship thereby established with a Franchisor or the Commission that could not have been exercised prior to the Proposed Transaction.
- v) Approval is conditioned upon receipt of any and all state and federal approvals and authorizations required for the Proposed Transaction.
- w) The terms and conditions on which the Proposed Transaction closes may not be materially different from the terms and conditions presented to Franchisor as part of the Form 394 application, as amended by subsequent information and representations provided to or made available to the Franchisor directly or by identified public links to such information.
- x) Approval of the transfer does not constitute an endorsement of any of the terms of the Charter Service Agreement or Transition Services Agreement, and the same do not excuse performance under the Franchise Documents.
- y) In the event GreatLand were to file for Bankruptcy, GreatLand acknowledges that PEG fees and franchise fees are administrative priority claims, and each Franchisor shall have all of the protections available to the maximum extent allowed under federal bankruptcy law to the continued performance by Franchisee under the Franchise, including the payment of franchise fees and the right to review and approve any transfer or change in control over the Franchisee.

**Section 3.** If any of the conditions or requirements specified in this Agreement are not satisfied, such failure shall be deemed a material breach of the Franchise Documents and applicable law, and subject to revocation and other remedies contained in the Franchise Documents and applicable law.

**Section 4.** If any of the written representations made to the Franchisor or its representatives in the Transfer Application proceeding by (i) Franchisee, (ii) Comcast or (iii) GreatLand, (iv) any subsidiary or representative of the foregoing prove to be materially incomplete, untrue or inaccurate in any material respect, it shall be deemed a material breach of the Franchise Documents and applicable law, and subject to revocation and to other remedies contained in the Franchise Documents and applicable law.

**Section 5.** This agreement shall be governed by the laws of Minnesota.

**Section 6.** This agreement is binding on each party's successors and assigns.

**Section 7.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

Midwest Cable, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

City of Mahtomedi

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Comcast of Minnesota, Inc.

By: Kevin Botke  
Name: Kevin Botke  
Title: VP. Finance  
Date: 2/17/15

City of Maplewood

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

City of Birchwood Village

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

City of North St. Paul

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

City of Dellwood

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

City of Oakdale

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

City of Grant

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

City of Vadnais Heights

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

City of Lake Elmo

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

City of White Bear Lake

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

White Bear Township

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

City of Willernie

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**Attachment 1**  
**Form of Guaranty of Performance**

**GUARANTY OF PERFORMANCE**

GreatLand Connections, Inc., as the ultimate parent entity of Comcast of Minnesota, LLC, the Franchisee, upon closing of the proposed transaction (as defined in Resolution No. \_\_\_\_\_) certifies that it has sufficient financial resources and will at all times make available all necessary financial resources to ensure that the Franchisee has the capability to operate and maintain the System in accordance with the Franchise and applicable laws, regulations codes and standards, and to fully comply at all times with the Franchise, and applicable laws, regulations, codes and standards and guarantees such performance. GreatLand Connections, Inc., agrees that any failure to adhere to this guaranty shall be deemed a violation of the Franchise held by the Franchisee.

EXECUTED as of \_\_\_\_\_.

**GreatLand Connections, Inc.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address:

**Attachment 2**  
**Form of Guaranty Regarding Rates**

**GUARANTY REGARDING RATES**

GreatLand Connections, Inc., upon closing of the proposed transaction (as defined in Resolution No. \_\_\_\_\_), guarantees that rates and charges for cable service offered by Comcast of Minnesota, LLC, the Franchisee in the Franchisor, will not increase as a result of the cost of the proposed transaction. GreatLand Connections, Inc., agrees that any failure to adhere to this guaranty shall be deemed a violation of the Franchise held by the Franchisee, Comcast of Minnesota, LLC.

EXECUTED as of \_\_\_\_\_.

**GreatLand Connections, Inc.,**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address:

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION CONDITIONALLY GRANTING THE CONSENT  
TO THE TRANSFER OF CONTROL OF THE CABLE TELEVISION FRANCHISEE  
AND CABLE TELEVISION SYSTEM FROM  
COMCAST CORPORATION TO GREATLAND CONNECTIONS, INC.**

**WHEREAS,** \_\_\_\_\_, Minnesota, (“Franchisor”) is a Municipal Corporation; and

**WHEREAS,** Comcast of Minnesota, Inc., (“Franchisee”) operates a cable television system (the “System”) in [COMMUNITY NAME] pursuant to a franchise agreement, a March 9, 1995 Memorandum of Understanding, and the April 10, 2014 Settlement Agreement (the “Franchise Documents”); and

**WHEREAS,** the existing franchise agreement dated November 29, 1999, expired on November 28, 2014; and

**WHEREAS,** Section \_\_\_\_ of the Franchise requires the Franchisor’s prior consent to a sale or transfer of stock so as to create a new controlling interest under Minnesota Statutes 238.083; and

**WHEREAS,** Comcast of Minnesota, Inc., is an indirect, wholly-owned subsidiary of Comcast Corporation (“Comcast”); and

**WHEREAS,** Comcast, as the ultimate parent corporation of Franchisee, has agreed to divest and transfer the Franchisee, following its conversion to a limited liability company, and Cable System to Midwest Cable, Inc., in a process described in the Transfer Application (the “Proposed Transaction”); and

**WHEREAS,** immediately following the closing of the Proposed Transaction, Midwest Cable, Inc., will be renamed GreatLand Connections, Inc., and, for the purposes of this Resolution, the transfer applicant will be referred to as “GreatLand” throughout; and

**WHEREAS,** Comcast filed a Federal Communications Commission Form 394 with the Franchisor on June 18, 2014, together with certain attached materials, which documents more fully describe the Proposed Transaction and which documents, with their attachments, contain certain promises, conditions, representations and warranties (the “Transfer Application”); and

**WHEREAS,** under the Proposed Transaction, the ultimate ownership and control of the Franchisee and the System will change, and it requires the prior written approval of the Franchisor; and

**WHEREAS,** Comcast, through its subsidiaries, provided written responses to some of the data requests issued by the Franchisor or by the Ramsey Washington Suburban Cable Commission, including directing the representatives of the Franchisor to publicly filed and

available information, and information posted to Comcast Corporation and other websites (the "Data Request Responses"); and

**WHEREAS**, Franchisee and GreatLand have signed a Transfer Agreement, dated for purposes of identification February 15, 2015, (the "Transfer Agreement") binding on each of them, which sets forth certain agreements, guaranties, warrantied and conditions;

**WHEREAS**, based on that agreement, and in reliance upon the representations made by and on behalf of Comcast of Minnesota, Inc, Comcast, and GreatLand, to the Franchisor, RWSCC recommended, and Franchisor is willing to grant consent to the Proposed Transaction, so long as those representations are complete and accurate and the agreement becomes fully enforceable; and

**WHEREAS**, subject to the foregoing, the Franchisor's approval of the Proposed Transaction is therefore appropriate if the Franchisee will continue to be responsible for all acts and omissions, known and unknown, under the Franchise Documents and applicable law for all purposes, including (but not limited to) franchise renewal, and Franchisee has agreed that it will continue to be so responsible.

**NOW, THEREFORE, BE IT RESOLVED BY THE \_\_\_\_\_ AS FOLLOWS:**

Section 1. \_\_\_\_\_ is authorized to sign that certain Transfer Agreement on behalf of Franchisor

Section 2. The Franchisor's consent to and approval of the Transfer Application is hereby GRANTED in accordance with the Franchise, subject to the terms and conditions of the Transfer Agreement.

Section 3. This Resolution shall not be construed to grant or imply the Franchisor's consent to any other transfer or assignment of the Franchise or any other transaction that may require the Franchisor's consent under the Franchise Ordinances or applicable law. The Franchisor reserves all its rights with regard to any such transactions.

Section 4. This Resolution is a final decision on the Transfer Application within the meaning of 47 U.S.C. § 537.

Section 5. The transfer of control of the Franchisee and Franchisee from Comcast to GreatLand shall not take effect until the consummation of the Proposed Transaction.

[SIGNATURES AND STANDARD FORMS FOR RESOLUTION]

## Chris Mickelson

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**From:** Timothy Finnerty [timfinnerty@rwcable.com]  
**Sent:** Thursday, February 26, 2015 12:40 PM  
**To:** Chris Mickelson  
**Cc:** Randy Lafoy  
**Subject:** Re: Transfer update  
**Attachments:** TRANSFER RECOMMENDATION.pdf

Hi Chris:

I'm attaching another document to go along with the previous ... it's a summary memo about the transfer, the review process, and the recommendation of the Cable Commission.

Thanks.

- Tim

**CABLE COMMISSION RECOMMENDATION REGARDING PENDING  
APPLICATION FOR TRANSFER OF CONTROL  
OF FRANCHISE TO MIDWEST CABLE**

**Summary.**

The City has before it a recommendation from the Cable Commission for Council approval of a transaction which will result in the franchise being transferred from the current holder, a subsidiary of Comcast, to a recently-created company, Midwest Cable LLC. If the transaction is approved, Midwest Cable is expected to change its name to GreatLand Connections, Inc. We will refer to the transferee as GreatLand Connections or GreatLand.

The transaction has been approved by many surrounding jurisdictions as part of renewals of franchises, or as part of a settlement of outstanding issues.

The Cable Commission examined the transaction on its own merits. Based on that examination, a number of concerns were identified including that the companies involved in the transaction failed to reasonably cooperate; the companies failed to show that GreatLand is financially qualified; the companies failed to show that GreatLand is technically qualified to perform as promised; it was not clear that GreatLand would be able or prepared to step into the shoes of Comcast and provide service on a long-term basis, as well that the documents provided assume that it would, despite the expiration of the franchise looming, continue to have a long-term cash flow from the franchise area – an assumption that cannot be made unless the existing franchise would be renewed or extended; certain franchise non-compliance issues were pending and not resolved.

Although these concerns presented a reasonable basis for denial of the transfer, the Cable Commission felt that it was possible that the communities could agree to conditions that would help address the concerns and allow the transfer to move forward as had been accomplished in other Twin Cities area jurisdictions.

As a result, the parties engaged in negotiations that yielded a transfer approval agreement with conditions that the Cable Commission determined to recommend to its member municipalities for approval.

Those conditions included:

*An extension of the current franchise and settlement agreement terms.* One of our concerns was that we would not have time to evaluate the performance of GreatLand before we were required to address renewal of the existing franchise. Under the settlement, the franchise term is extended to July 1, 2018 so that we will have time to evaluate GreatLand's performance, and existing PEG funding and the I-Net are preserved for that additional period as well.

*An additional HD channel.* We already have rights to have two HD channels for local use. We will be able to activate a third before the franchise extension ends. We will be able to move forward with our own technological advances while working with GreatLand.

*The company will extend service to some underserved areas.* One of the concerns with the transfer was that GreatLand would not have the capital resources available to extend the existing system to underserved areas. We received commitments to build out to two areas, and of course,

## ***TRANSFER RECOMMENDATION – PAGE TWO***

we will be free to impose additional requirements as part of any renewal.

*Resolution of certain issues with respect to safety code compliance.* The companies also agreed to general conditions that are designed to ensure that there will be full compliance with the existing franchise, and to provide certain protections against rate increases resulting from the cost of the transaction.

### **Recommendation**

The Cable Commission recommends that the Council approve the following items contained within the Council's agenda materials:

- A Resolution Conditionally Granting the Consent to the Transfer of Control of the Cable Television Franchise and Cable Television System from Comcast Corporation to GreatLand Connections, Inc.
- The Transfer Agreement Between and Among the Members of the Ramsey/Washington Suburban Cable Commission, Comcast of Minnesota, Inc., and Midwest Cable, Inc.

### **Description of the transaction.**

The transaction before the Commission is part of a larger deal that involves the merger of the nation's two largest cable companies, Comcast and Time Warner (the "Acquisition"). When Comcast announced the Acquisition, it also explained that it would divest systems and subscribers to reduce its footprint to 30% or less of multichannel video programming subscribers. Comcast proposed to accomplish this through the sale of certain systems to Charter and the spin-off of systems to a new company, initially identified as SpinCo in SEC documents. (SpinCo has since become Midwest Cable, and if all elements of the transaction are ultimately approved,

Midwest will become GreatLand Connections, Inc. For convenience, we refer to the entity that will control the franchises for communities that make up the commission as "GreatLand"). In addition, Comcast is "swapping" systems with Charter to consolidate its holding in certain areas of the country.

Comcast will have no direct ownership of GreatLand. Instead, existing Comcast shareholders will receive GreatLand stock, initially owning 100%. Charter Communications will swap 13% of its ownership shares with GreatLand shareholders resulting in existing Comcast subscribers owning shares of Charter, and Charter Communications owning 33% of GreatLand.

As part of the transaction, GreatLand entered into a service agreement with Charter (the Charter Service Agreement, or "CSA") which appears to allow Charter to provide much of the engineering, technical, accounting, billing, and support, including customer service functions for GreatLand. Additionally, GreatLand will also have a Transition Service Agreement ("TSA") with Comcast to provide specified transitional services to GreatLand for periods of up to eighteen (18) months. GreatLand will also have a Separation Agreement with Comcast that will address legal matters regarding the spin-off and tax and debt issues. GreatLand will be assuming a significant amount of Comcast debt – the exact amount has not been established – and will also be assuming certain deferred tax liabilities. As a result, after the transaction is completed, and the TSA expires, the franchises for the communities will be controlled by GreatLand, and

### ***TRANSFER RECOMMENDATION – PAGE THREE***

Charter, which will own a significant share of GreatLand, will be directly involved in the operations of the system and providing strategic management services that will directly affect subscribers.

#### **Municipal authority.**

Comcast holds a franchise with each of the members of the Commission that provides in relevant part:

##### Section 10.5. Sale or Transfer of Franchise.

- a. No sale or transfer of the Franchise, or sale, transfer, or fundamental corporate change of or in Grantee... 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...
- 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...
- c. The Grantee shall file, in addition to all documents, forms and information required to be filed by applicable law, the following:
  - 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 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.
- d. City shall have such time as is permitted by federal law in which to review a transfer request....
- 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....
  - 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....

In addition, Section 8.2 provides that each member of the Commission “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. Section 9.2 provides for liquidated damages if the Franchisee fails “to provide data, documents, reports or information or to cooperate with City or Commission during an application process or system review...”

The Commission thus had clear authority to review the transaction on behalf of the communities, and to require Comcast to provide information that would allow the Commission to analyze the transaction. The Commission agreed to contribute to preparation of a financial report on the

***TRANSFER RECOMMENDATION – PAGE FOUR***

transaction that was commissioned by MACTA. A true copy of that report (approximately 300 pages), which was prepared jointly by Ashpaugh & Sculco and Front Range Consulting (the “Consultants”) is available at the Cable Commission office. In addition, The Cable Commission has worked with its outside counsel, Joe Van Eaton of Best Best & Krieger, to review the transaction from non-financial perspectives, as well to assist the Cable Commission in negotiations.

The timing of the review has been driven by the Section 617 of the federal Cable Communications Act of 1984, as amended (“Cable Act” 47 U.S.C. § 537), which provides that localities must either act on a complete application for a transfer within 120 days of its submission, or approval is deemed granted. The time can be extended by mutual agreement. Comcast and GreatLand agreed to extend the time for review of the transaction through and including at least March 13, 2015. It is Staff’s position that the 120-day deadline was never triggered because the Company never submitted a complete application. However, as a matter of caution, the Cable Commission must assume that it and the affected communities must act by the deadline to which Comcast and GreatLand agreed, or else lose rights.

**CONCLUSION**

With appropriate conditions having been negotiated among the parties and reflected in the Transfer Resolution and Transfer Agreement, the Cable Commission recommends that the transfer may be approved.

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Prepared by:  
Tim Finnerty  
Executive Director  
Ramsey/Washington Cable Commission  
651-747-3802  
timfinnerty@rwcable.com



## MEMORANDUM

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**TO:** Birchwood City Council  
**FROM:** Chris Mickelson, City Administrator  
**DATE:** March 6, 2015  
**SUBJECT:** Spring Leaf Collection

Multiple bids were solicited from area contractors for spring leaf collection services. Detailed below are rates included in each of the four bids received by the City.

<b>Alex's Lawn and Turf*</b>	Curbside Leaf Pick-up: \$125.00/hour Laborer: \$48.00/hour Disposal: \$15.00/cubic yard
<b>Birch Lawn Maintenance*</b>	Curbside Leaf Pick-up: \$125.00/hour Laborer: Included in pick-up rate Disposal: \$20.00/cubic yard
<b>H&amp;B Services*</b>	Curbside Leaf Pick-up: \$22.00/residence Laborer: Included in pick-up rate Disposal: Included in pick-up rate
<b>KEJ Enterprises</b>	Curbside Leaf Pick-up: \$125.00/hour Laborer: Included in pick-up rate Disposal: Included in pick-up rate

\*Submitted materials from the contractor accompany the memorandum.



**DreamScapes**  
Landscaping & Design, Inc.

641 Heinel Drive  
Roseville, MN 55113  
(651) 247-1444

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City of Birchwood Village  
207 Birchwood Avenue  
Birchwood, MN 55110

March 5, 2015

Thank you for the opportunity to bid the Landscape work. I know you will enjoy our quality workmanship. I look forward to surpassing your expectation. If you need to reach me at any time, please call me on my mobile phone at 651-278-4239

**Job Description / Cost Estimate**

- |   |                     |
|---|---------------------|
| 1. Curbside Leaf Pick-up  | \$125.00 per hour*  |
| Leaf pick up using commercial equipment and leaf box with operator. |                     |
| 2. Laborer  | \$ 48.00 per hour*  |
| 3. Disposal provided by the City (if not provided) our rate is      | \$ 15.00/cubic yard |

\*Items 1-2 are taxable services

Sincerely,

*Signed - Mel Kuhens*

Mel Kuhens,  
Accounts Manager  
Alex's Lawn and Turf, LLC.  
651-278-4239 (cell)  
651-247-1444 office

***"World's Most Beautiful Landscapes!"***

## Chris Mickelson

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**From:** Dan Steuernagel (BIRCH) [dan@wearebirch.com]  
**Sent:** Friday, March 06, 2015 8:45 AM  
**To:** Chris Mickelson  
**Subject:** Leaf pick up pricing

Good morning Chris,

I have been trying to think of different ways to give you fair pricing for your leaf collection. With the amount of trees and having no idea how much each individual homeowner will dispose the only way I could do it would be at an hourly rate and per yard for disposal.

\$125.00 per hour would cover the cost for dump truck, debris loader, and two guys labor.

\$20.00 per cubic yard for disposal fees, unless City of Birchwood, Mahtomedi, or White Bear Lake would let us dump leaves at one of their compost site.

Let me know your thoughts,

\*\*\*Please note email address change\*\*\*

**Dan Steuernagel**  
Vice President

[dan@wearebirch.com](mailto:dan@wearebirch.com)  
P: 651.481.9180  
C: 651.755.2651  
F: 651.481.0038  
[www.WeAreBirch.com](http://www.WeAreBirch.com)

3100 Spruce Street  
St. Paul, MN 55117



**“Leaf collection” AGREEMENT DEVELOPED**

FOR:

Birchwood Village

PRESENTED BY:

Rick Galster

[rick@h-bservices.com](mailto:rick@h-bservices.com)

137 Dartmoor Rd/ Mahtomedi, MN 55115/ ph:651-538-0320 / h-bservices.com

Customer #:3505

Contract #: 3401

## Leaf Collection

H&B Services will run leaf collection one day a week for as many Weeks' as Birchwood Village deems necessary. Birchwood village will inform H&B Services of their preferred start and stops dates for the program.

### Collection Day Scheduling

1. Collection will take place on Monday if there is in climate weather collection will always proceed the following day.
2. To schedule collection residence can send email notification prior to 5:00pm on Sunday Email [leafcollection@h-bservices.com](mailto:leafcollection@h-bservices.com).
3. Scheduling is also available by phone, our business hours Mon-Fri 7:00AM to 5:00PM 651-538-0320
4. Each residence will need to provide there address to be added to Mondays collection route.

### Collection Guidelines

- A. *Leaves may NOT be in bags paper or plastic*
- B. *Piles must be accessible within 3'-5' feet of the curbside/road side*
- C. *NO Litter (cans, bottles, paper or plastic bags, wire flags, pet waste, etc.)*
- D. *Spent perennial clippings are OK*
- E. *Tree limbs & branches will NOT be removed*

### Cost & Billing

- I. The cost per one time scheduled pick up will be billed at **\$22.00** per residence
- II. After each collection day an itemized invoice will be sent to Birchwood Village.

## **I. Terms and Conditions**

The term of this contract shall be for a period of \_\_\_\_\_ months commencing on \_\_\_\_\_ and terminating on \_\_\_\_\_. The time performance of any portion of the obligations of H & B Services this agreement shall be of the essence, subject only to delay caused by or contributed to by act of the Client, it's agents or employees, labor disputes, fire, unavoidable casualties, act of God, or action or non-action of public utilities, or of Local, State, or Federal government affecting the progress of said work.

## **II. Insurance**

H & B Services shall fully insure itself against any and all liability which it may have under the Worker's Compensation Law, general liability and automobile liability coverage's. H & B Services shall furnish a Certificate of Insurance to our customers, upon request, prior to beginning work.

## **III. Payment**

Customer agrees to pay H & B Services in full within 30 days of date of. Payments not received within such 30 day period will be charged a service charge of (2%) per month. Any increase in taxes or other regulations that become effective during the term of this agreement shall be passed on to the customer. **Birchwood Village** agrees to Pay **H&B Services LLC.** for leaf collection at the rate of **\$22.00** per one time scheduled pick up. This price does not include applicable sales tax.

## **IV. Force Majeure**

H & B Services shall not be liable to the customer for any damages to the contracted property, personal injuries, or other liability arising outside of H & B Services control including but not limited to, vandalism, flood, rain, fire, wind, heavy snow, freezing, strikes, lack of salt availability, other natural causes, acts of God or acts of persons other than H & B Services employees or agents.

## **V. Severability**

In the event that any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable for any reason or in any respect, such invalidity, illegality or unenforceability shall not affect any other provision in this Agreement.

## **VI. Termination**

The Customer may terminate this agreement with cause by giving H & B Services written notice of intent to terminate with 5 days' notice. H & B Services reserves the right to terminate this Agreement, without cause. After such termination, H & B Services shall have no further obligation to provide services or perform the work described herein, provided however, that termination by H & B Services shall not affect any remedy or remedies for payment or otherwise which H & B Services is legally entitled. The customer shall pay all costs and expenses, including reasonable attorney's fees, which shall be incurred or expended by H & B Services to collect any sums due from the customer and to otherwise enforce the provisions of this agreement. Upon cancellation, the H & B Services shall adjust final billing to reflect unpaid costs.

## **VII. Complete Agreement**

This Agreement and all Amendments and Exhibits hereto specifically signed and incorporated herein, constitute the entire Agreement between the parties and supersede any and all other agreements, either oral or in writing. By signing below, each party acknowledges that they have read and understand this Agreement and that no representation, inducement, promise or agreement oral or otherwise, has been made by any party, which is not embodied within. This Agreement shall be construed objectively in the light of its overall purpose, which is to provide the services herein for compensation. Neither the source nor the authorship of this Agreement shall cause any bias or presumption in the constitution or interpretation of this Agreement. Any changes to the terms or conditions of this agreement are not binding unless in writing and signed by both parties hereto.

Customer:

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Birchwood Village

Date

Contractor

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H & B Services, LLC  
137 Dartmoor Rd  
Mahtomedi, MN 55115

Date