

**CITY OF MAYER  
CITY COUNCIL WORKSHOP MEETING  
CITY COUNCIL CHAMBERS  
MONDAY, JUNE 10, 2019  
AFTER REGULARLY SCHEDULED CITY COUNCIL MEETING**

1. Call Meeting to Order
2. Jaguar Communications Follow Up with City Council
3. Payment Service Network – Utility Payment Software – Transition and Education
4. Signing Bonus – Tower Lease Amendment Agreement
5. Waiving – Gambling License
6. “Children at Play” Signs
7. Adjournment



## **Request for Council Action Memorandum – Workshop**

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Item: Jaguar Communications Follow Up with the City Council

Meeting Date: June 10, 2019

Presented By: Margaret McCallum, City Administrator

### **Recommendations/Council Action/Motion Requested:**

To follow up with Jaguar Communications about the installation of fiber throughout the City of Mayer.

### **Details:**

In 2018, the City went through the process of establishing a Franchise Agreement with Jaguar Communications. On October 8, 2018, the City Council adopted the Agreement with Jaguar Communications.

The agreement (Ordinance 224) granted Jaguar the ability to construct, operate and maintain a cable system in the City of Mayer, with conditions.

Jaguar Communications is a local, Minnesota, Company that provides internet, TV and phone to residents and businesses.

Jaguar started installation throughout the City of Mayer in 2018 and is in the process of completing installation.

Staff has been working well with Jaguar Communications and the subcontractor, Crown Underground, to handle any complaints or concerns from residents regarding the installation and restoration process.

A representative from Jaguar will be at the meeting to discuss the project and finalizing their work within the City.

### **Attachments:**

Map of Jaguar Installation.

Franchise Agreement, Ordinance 224

**ORDINANCE NO. 224\_\_**

AN ORDINANCE GRANTING A FRANCHISE TO JAGUAR COMMUNICATIONS, INC., TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN THE CITY OF MAYER, MINNESOTA; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM AND THE PUBLIC RIGHTS-OF-WAY; AND PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS HEREIN.

The City of Mayer ("City") ordains:

**STATEMENT OF INTENT AND PURPOSE**

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

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

**FINDINGS**

In the review of the franchise request by Jaguar Communications, Inc. ("Grantee"), and upon completion of a public proceeding after notice and an opportunity to be heard, the City makes the following findings:

1. Grantee's technical ability, financial condition, legal qualifications, and character were considered and are approved;
2. Grantee's plans for operating the System were considered and found adequate and feasible;
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

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Jaguar Cable Communications 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 words "shall" or "must" are always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory.
  - a. "Basic Cable Service" means any service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the Franchise to be carried on the basic tier. Basic Cable Service as defined herein shall not be inconsistent with 47 U.S.C. § 543(b)(7) (1993).
  - b. "Cable Service" or "Service" means the one-way transmission to Subscribers of video programming, or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
  - c. "Cable System" or "System" means a system of antennas, cables, wires, lines, towers, waveguides, or other conductors, converters, equipment, or facilities located in the City and designed and constructed for the purpose of producing, receiving, transmitting, amplifying, or distributing audio, video, and other forms of electronic signals in the City. System as defined herein is consistent with the definition set forth in Minn. Stat. § 238.02, subd. 3.
  - d. "City" means the City of Mayer, Minnesota, acting by and through its City Council.
  - e. "Class IV Channel" means a signaling path provided by a Cable System to transmit signals of any type from a Subscriber terminal to another point in the System.
  - f. "Drop" means the cable that connects the ground block on the Subscriber's residence to the nearest feeder cable of the System.
  - g. "FCC" means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.
  - h. "Franchise" or "Cable Franchise" means this ordinance, and the regulatory and contractual relationship established hereby.
  - i. "Franchise Fee" means a fee or assessment imposed by the City on a Grantee, or a Subscriber, or both, solely because of their status as

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such. The term "Franchise Fee" does not include: (i) any tax, fee or assessment of general applicability; (ii) any payments which are required by this Franchise for, or in support of the use of public, educational, or governmental access facilities; (iii) requirements or charges incidental to awarding or enforcing this Franchise, including payments for bonds, security funds or letters of credit, insurance, indemnification, penalties or liquidated damages; (v) any fee imposed under Title 17 of the United States Code.

- j. "Grantee" is Jaguar Communications, Inc., its agents and employees, lawful successors, transferees or assignees.
- k. "Gross Revenues" means all revenue received directly or indirectly by Grantee from the operation of its System to provide Basic Cable Service. The term Gross Revenues shall not include bad debt, or any taxes on services furnished by Grantee which are imposed by any municipality, state, or other governmental unit and collected by Grantee for such governmental unit.
- l. "Installation" means the connection of the System from feeder cable to the point of connection, including any standard installation and any custom installation.
- m. "Lockout Device" means an optional mechanical or electrical capability which inhibits the viewing of a certain program, certain channel, or certain channels provided by way of the Cable System.
- n. "Person" is any person, firm, partnership, association, corporation, company, or other legal entity.
- o. "Right-of-Way" or "Rights-of-Way" means the area on, below, or above any real property in the City in which 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 the City, including any other Rights-of-Way dedicated for travel purposes and utility easements.
- p. "Right-of-Way Ordinance" means any ordinance adopted by the City creating requirements regarding regulation, management and use of Rights-of-Way, including registration and permitting requirements.
- q. "Standard Installation" means any residential installation which can be completed using a Drop of 125 feet or less.
- r. "Subscriber" means any Person who lawfully receives Service via the System.

**SECTION 2.**

**GRANT OF AUTHORITY AND GENERAL PROVISIONS**

1. Franchise Required. It shall be unlawful for any Person to construct, operate or maintain a Cable System or provide Cable Service in the City unless such Person shall first obtain and hold a valid Franchise. The City shall, at all times, comply with the Minnesota level playing field statute at Minn. Stat. § 238.08 and any other applicable state or federal level playing field requirements.
2. Grant of Franchise. This Franchise is granted pursuant to the terms and conditions contained herein. At the time of acceptance of this Franchise, Grantee shall reimburse the City for all reasonable costs and fees incurred in processing and awarding this franchise up to a maximum of Two Thousand Dollars (\$2,000.00). Grantee may treat such reimbursement as a franchise fee to the extent permitted by applicable law.
3. Notwithstanding any provision to the contrary, if another operator, legally authorized by state or federal law, makes available for purchase by Subscribers or customers Cable Service or its functional equivalent (including video programming under 47 U.S.C. § 571(a)(3) or § 573) within the City without a Franchise or other similar lawful authorization granted by the City and the City has the lawful authority to require a franchise from that operator, then Grantee shall have the right to petition the City to modify this Franchise and the parties shall negotiate said modifications within 60 days.
4. Grant of Nonexclusive Authority.
  - a. Grantee shall have the right and privilege pursuant to this Franchise, subject to the requirements of any applicable ordinance, rule or procedure, to construct, erect, operate and maintain a Cable System in, upon, along, across, above, over and under the Rights-of-Way in the City and shall have the right and privilege to provide Cable Service. The System constructed and maintained by Grantee shall not interfere with other uses of the Rights-of-Way. Grantee shall make use of existing poles and other above and below-ground facilities available to Grantee to the extent it is technically feasible and commercially reasonable to do so.
  - b. Notwithstanding the above grant to use Rights-of-Way, use of such Rights-of-Way shall not be inconsistent with the terms and conditions by which they were created or dedicated, with the present use thereof, and with all legal requirements related to the use thereof including the

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terms and conditions of any applicable Right-of-Way Ordinance.

- c. This Franchise shall be nonexclusive and the City reserves the right to grant similar use to any Person at any time during the term of this Franchise.
  - d. The City may require all developers of future subdivisions to allow and accommodate the construction of the System as part of any provisions for utilities to serve such subdivisions.
5. Franchise Term. This Franchise shall be in effect for a period of fifteen (15) years from the date of acceptance by Grantee, unless sooner renewed, revoked, or terminated as provided herein.
6. Previous Franchises. Upon acceptance by Grantee, this Franchise shall supersede and replace any prior ordinance granting a Franchise to Grantee.
7. Compliance with Applicable Laws, Resolutions and Ordinances. Grantee shall at all times during the term of this Franchise be subject to any lawful, non- discriminatory exercise of the police power, statutory rights, local ordinance-making authority, and eminent domain rights of the City. This Franchise shall comply with Minnesota franchise standards contained in Minn. Stat. § 238.01 et seq.
8. Territorial Area Involved/Service Extension.
  - a. This Franchise is granted for the corporate boundaries of the City, as it exists from time to time. Grantee shall be required to extend Service without charge to any requesting Person or area in which Service is requested in the event that Grantee does not have to construct more than 300 feet of new plant in order to serve each new Subscriber. Grantee shall extend Service to any Person requesting Service, regardless of the amount of new plant required, in the event the requesting Person agrees to pay the incremental cost of construction beyond 300 feet. In the event several Persons request Service, the incremental construction costs will be shared on a pro rata basis.
  - b. Grantee shall construct and activate plant to provide Service within a reasonable time.
  - c. Access to 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.
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

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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 the City: City of Mayer  
City Administrator  
413 Bluejay Avenue  
PO Box 102  
Mayer, MN 55360-0102

If to Grantee: Jaguar Communications, Inc.  
Attn: Legal Department  
213 South Oak Avenue  
Owatonna, MN 55379

With a copy to:  
Jaguar Communication, Inc.  
Attn: Chief Technical Officer  
213 South Oak Avenue  
Owatonna, MN 55379

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

**SECTION 3.**

**CONSTRUCTION STANDARDS**

1. Construction Standards. In accordance with Minn. Stat. § 380.084(m), any required construction of the system shall commence no later than 240 days after the Effective Date, shall proceed at a reasonable rate of not less than fifty (50) plant miles constructed per year of the Franchise term, and construction throughout the authorized franchise area must be substantially completed within five (5) years of granting the Franchise.
2. Construction Codes and Permits.
  - a. Grantee shall obtain all lawful and necessary permits from the City before commencing any construction or extension of System, including the opening or disturbance of any Right-of-Way, or private or public property within the City. Grantee shall comply with all state and local laws and building and zoning codes currently or hereafter applicable to location, construction, installation, operation or

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maintenance of the System in the City and give due consideration at all times to the aesthetics of the property.

- b. Consistent with its Right-of-Way Ordinance, the City shall have the right to inspect all construction or installation work performed pursuant to the provisions of the Franchise and to make such tests as it shall find necessary to ensure compliance with the terms of the Franchise and applicable provisions of local, state and federal law.
3. 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 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, or reasonably similar condition, as approved by City in the case of Rights-of-Way and other public property, which approval shall not be unreasonably withheld. If Grantee fails to promptly perform the restoration required herein after 30 days' notice from City, City may perform the restoration of the Rights-of-Way, public, or private property as required herein at Grantee's expense.
4. Conditions on Right-of-Way Use.
  - a. Nothing in this Franchise shall be construed to prevent City from adopting and enforcing requirements for the usage of Rights-of-Way or 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. Upon the City's written request, Grantee shall provide a complete set of strand maps showing the routing of the Cable System plant and facilities in the Streets, but excluding detail on proprietary electronics or other proprietary information that is related to Grantee's specific design of the Cable System contained therein and Subscriber Drops. The maps shall be provided in an electronic format acceptable to the City without Grantee incurring unreasonable expense. Upon written request, Grantee shall also provide strand map updates. The City shall have the right to review Grantee's entire system maps (in addition to the strand maps) at a mutually agreed upon location within the City but such additional map will be only for review, that City will not be entitled to retain a copy. All System transmission and distribution structures, lines and equipment erected by Grantee shall be located so as not to obstruct or interfere with the use of Right-of-Way and to

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cause minimum interference with the rights of property owners who abut any of said Right-of-Way and not to interfere with existing public utility installations.

- c. If at any time during the period of this Franchise the City shall elect to alter or change the grade or location of any Right-of-Way, Grantee shall, upon reasonable notice and in a manner consistent with applicable ordinances, remove and relocate its poles, wires, cables, conduits, manholes and other fixtures of the System. If the City enters into an agreement to reimburse other occupants of the Right-of-Way for such relocation or removal, Grantee shall be likewise reimbursed.
  - d. 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 requirements of the City. Grantee shall use its best efforts to obtain the permission and consent of any utility company for the use of existing poles, conduits or other wire-holding structures located in the City. Grantee shall utilize existing poles, conduits, or other wire-holding structures of existing utilities to the extent technically and economically feasible. The City shall have no obligation to assist Grantee in obtaining the consent for use of existing facilities from any utility company.
  - e. 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 Grantee shall be given not less than ten (10) days advance notice to arrange for such temporary changes.
  - f. Grantee shall have the authority to trim any trees upon and overhanging the Rights-of-Way only to the extent necessary to prevent the branches of such trees from coming in contact with the wires and cables of Grantee.
  - g. Grantee will endeavor to give prior notice to any private property owners who will be directly affected or impacted by Grantee's work in Rights-of-Way.
5. Undergrounding of Cable. Grantee shall place its System and facilities underground in areas of the 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

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of such size and design and shall be so located as not to be unsightly or unsafe, all as may be approved by City in accordance with applicable requirements.

6. Drop Burial. Grantee shall bury all Drops within a reasonable time.
7. Safety Requirements.
  - a. 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, injuries, or nuisances to the public.
  - b. Grantee shall install and maintain its System and other equipment and facilities in accordance with the National Electric Safety Code, all other applicable federal, state and local laws and regulations, and in such manner that they will not interfere with private radio, police and fire communications or any installations of City or of any public utility serving City.
  - c. Grantee shall install and maintain the System and all other equipment and facilities in, over, under and upon the Rights-of-Way, wherever situated or located, in accordance with the Right-of-Way Ordinance, the National Electric Safety Code, all other applicable federal, state and local laws and regulations, and in a condition so that the same shall not endanger public health or safety.
8. Emergency Alert System. To the extent required by the FCC's regulations, Grantee shall provide an Emergency Alert System ("EAS") which shall be operated and available to the City in the event of an emergency or disaster. To the extent provided by law, the City will hold Grantee harmless from any claims arising out of the City's use of EAS.

### SECTION 4.

#### DESIGN PROVISIONS

1. Operation and Maintenance of System. Grantee shall render good quality Service, make repairs promptly, and interrupt Service only for good cause and for the shortest time possible. Grantee shall operate and maintain a system providing 750 MHz bandwidth.
2. 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 Code of Federal

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Regulations 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.

3. System Testing. The City may review FCC and other technical reports provided by Grantee or procured by the City at any time. The City may engage any consultant, engineer or expert to perform System testing and review as it deems necessary. The City shall endeavor to so arrange its request for such System testing to minimize hardship or inconvenience to Grantee or to the Subscribers. Where testing is conducted to resolve System performance problems or complaints, the City's costs of such testing shall be reimbursed by Grantee if, before conducting such tests, the City affords Grantee notice and at least ten (10) days to cure the problems or complaints and, in City's reasonable determination, such problems or complaints remain unresolved after the cure period.
4. FCC Reports. Upon written request from the City, the results of any tests required to be filed by Grantee with the FCC shall be provided to the City or its designee within ten (10) days of the receipt of the written request.
5. Nonvoice Return Capability. Grantee is required to use cable having the technical capacity for nonvoice return communications.
6. Lockout Device. Upon the request of a Subscriber, Grantee shall provide a Lockout Device.

### SECTION 5.

#### SERVICES 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).
  - b. A list of Grantee's current Subscriber rates and charges shall be maintained on file with the City and shall be available for public inspection. Grantee shall give the City and Subscribers written notice of any change in a rate or charge no less than thirty (30) days prior to the effective date of the change.
2. Sales Procedures. Grantee shall not exercise deceptive sales procedures when marketing any of its services within the City. Grantee shall have the right to market consistent with local ordinances and other applicable laws and

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regulations.

3. Service Complaints.

a. Availability. Grantee will maintain an adequate number of local, toll-free or collect call telephone access lines which will be available to its Subscribers 24 hours a day, seven days a week so as to receive Subscriber complaints, requests, and inquiries. During normal business hours, at least 8 a.m. to 5 p.m., and some evening or weekend hours, Grantee shall ensure that trained representatives are available to respond to Subscriber inquiries.

b. Telephone Answer Time and Busy Signals. Telephone calls shall be answered by a customer representative within thirty (30) seconds, including wait time. 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 measured on a quarterly basis. Subscribers will receive a busy signal less than three (3) percent of the time. Grantee will comply with FCC customer service standards.

4. Installation, Outage and Service Calls. Each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis: standard Installations will be performed within thirty (30) business days after an order has been placed, assuming all line construction is complete, and all other Installations will be performed within a reasonable period of time; (2) Excluding conditions beyond the control of Grantee which prevent performance, Grantee will begin working on Service Interruptions promptly, and in no event later than twenty-four (24) hours after the interruption becomes known, and Subscriber requests for repairs shall be performed within a reasonable period of time after the request is received; (3) The "appointment window" alternatives for Installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. Grantee may schedule service calls and other installation activities outside of normal business hours for the convenience of the customer; (4) Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment; (5) If a representative of Grantee is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

5. Complaint and Other Service Records. Upon request by the City, Grantee shall prepare written records of all written complaints received and the resolution of such complaints, including the date of such resolution. Such

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written records shall be on file at the office of Grantee. Grantee shall provide the City with a written summary of such complaints and their resolution and in a form mutually agreeable to the City and Grantee.

6. Billing and Subscriber Communications. Grantee must give Subscribers thirty (30) days advance written notice with copy to the City before any changes in rates, programming services, or channel positions.
7. Subscriber Contracts. Grantee shall file with the City any standard form Subscriber contract utilized by Grantee.
8. Refunds and Credits. In the event a Subscriber established 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.
9. Additional Customer Service Requirements. The City expressly reserves authority to adopt additional or modified customer service requirements to address Subscriber concerns or complaints in accordance with law.

**SECTION 6.**

**ACCESS CHANNEL(S) PROVISIONS**

1. Public, Educational and Government Access.
  - a. Grantee shall dedicate one (1), six (6) MHz channel for public, educational and City or other governmental use (PEG access) and shall activate the PEG access channel upon request from the City. All Subscribers who receive Service on the System shall receive the PEG access channel at no extra charge.
  - b. The City or its designee is authorized to operate, administer, promote, and manage PEG access. Grantee shall have only such responsibility for PEG as is expressly stated in this Section 6. The City may use the PEG access channel to cablecast character generated or other video programming at any time. The City may also make the access channel available for use by the public and local educational authorities.
  - c. Nothing herein shall diminish the City's rights pursuant to Minn. Stat. § 238.084, incorporated herein by reference, to obtain additional channels. The City shall provide ninety (90) days prior written notice to Grantee of City's request for an additional access channel.
2. Charges for Use. If the City elects to make the PEG access channel available to the public, channel time and playback of programming on the channel will

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be provided without charge.

3. Access Equipment. In the event the City determines to begin cablecasting City Council meetings or other public meetings/events on the dedicated PEG access channel, Grantee shall reimburse its proportionate share, based on the number of cable providers, of the City's actual costs of purchasing a camera or other equipment necessary to record and cablecast such meetings up to a total of three thousand dollars (\$3,000.00).
4. Cable Service to Public Buildings. Grantee shall provide without charge, Installation of one (1) two-way activated cable Drop, one (1) cable outlet, and monthly Basic Cable Service without charge to the City Hall and one other public or educational institution as the City designates to the extent that such buildings are located on Grantee's main line. No redistribution of the free Service provided pursuant to this Section shall be allowed without Grantee's prior written consent.
5. Cable Modem (Internet) Service. Grantee may provide cable modem service to City under a separate agreement not governed by this Franchise.
6. Regional Channel Six. Grantee shall make available Regional Channel Six as long as it is required to do so by the State of Minnesota.

**SECTION 7.**

**OPERATION AND ADMINISTRATION PROVISIONS**

1. Franchise Fee.
  - a. The City may require Grantee to pay a Franchise Fee of up to five percent (5%) of its annual Gross Revenues to the City. Within sixty (60) days of notice from the City, Grantee shall begin collecting and paying such Franchise Fee.
  - b. Payments shall be payable annually. Payments shall be made within sixty (60) days of the end of each calendar year together with a report in form reasonably acceptable to the City that shows the basis for the computation. All amounts paid shall be subject to audit and recomputation by the City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount.
2. Access to Records. The City shall have the right to inspect any records maintained by Grantee which relate to this Franchise or System operations including specifically Grantee's accounting and financial records, subject to

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the privacy provisions of 47 U.S.C. § 521 et seq. Grantee shall provide copies of any such records upon request by the City.

3. Confidential Information. Grantee may choose to provide any confidential books and records that it is obligated to make available to the City pursuant to this Franchise, by allowing the city, or its designated representative(s), to view the books and records at a mutually agreeable location and without the City obtaining its own copies of such books and records. Alternatively, confidential or proprietary information may be disclosed pursuant to a reasonable mutually agreeable non-disclosure agreement. The intent of the parties is to work cooperatively to ensure that all books and records reasonably necessary for the City's monitoring and enforcement of Franchise obligations are provided to the City. To the extent that Grantee does provide books or records directly to the City, the City agrees to keep confidential any proprietary or confidential books or records to the extent permitted by Minnesota Law. Grantee shall be responsible for clearly and conspicuously identifying the work confidential or proprietary.
4. Reports and Maps to be Filed with the City. In addition to the reports specifically required by the terms of this Franchise, Grantee shall prepare and furnish to the City, at the times and in the form prescribed, such other reports with respect to the operations, affairs, transactions or property, as they relate to the System, which City may reasonably request.

**SECTION 8.**

**GENERAL FINANCIAL, INSURANCE AND SECURITY PROVISIONS**

1. Construction Bond.

Grantee, at the time the Franchise becomes effective and thereafter during periods of substantial construction within the City, shall furnish a construction performance bond, certificate of deposit, or other type of instrument approved by the City in the amount of \$50,000 for damages resulting from Grantee's nonperformance. The bond shall remain active for one year or until substantial construction is completed, whichever is later.

2. Indemnification.

- a. The City and its officers, boards, committees, 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 the construction, operation, maintenance, repair or removal of, or other action or event with respect to the System or as to any other action or event with

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respect to this Franchise except any claims related to PEG access.

- c. Grantee shall indemnify, defend, and hold harmless the City, its officers, boards, committees, 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 actions or omissions of Grantee operating under this Franchise except any claims related to PEG access.
- d. Nothing in this Franchise relieves a Person, except the City, from liability arising out of the failure to exercise reasonable care to avoid injuring 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.

### 3. Insurance.

- a. Grantee shall file with 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, in protection of Grantee, and the City, its officers, boards, committees, elected officials, employees and agents 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, the City officers, boards, committees, elected officials, employees and agents.
- b. The policies of insurance shall be in the sum of not less than One Million Dollars (\$1,000,000.00) for personal injury or death of any one Person, and Two Million Dollars (\$2,000,000.00) for personal injury or death of two or more Persons in any one occurrence, One Million Dollars (\$1,000,000.00) for property damage to any one person and Two Million Dollars (\$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 the City.

**SECTION 9.**

**SALE, ABANDONMENT, AND TRANSFER OF FRANCHISE**

1. Abandonment of Service. Grantee may not abandon the System or any portion thereof without having first given three (3) months written notice to the City.
2. Removal After Abandonment, Termination or Forfeiture. In the event of termination or forfeiture of the Franchise or abandonment of the System, the 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 the City.
3. Sale or Transfer of Franchise.
  - a. No sale, transfer, or fundamental corporate change of or in Grantee, or which creates a new controlling interest in Grantee, including, but not limited to, the sale of a majority of Grantee's assets, consolidation, or the creation of a subsidiary or affiliate entity, shall take place until the parties to the sale, transfer, or corporate change file a written request with the City for its approval and such approval is granted by the City, provided, however, that said approval shall not be required where Grantee grants a security interest in its Franchise and assets to secure an indebtedness.
  - b. Any sale, transfer, exchange or assignment of stock in Grantee so as to create a new controlling interest in the System shall be subject to the requirements of this Section 9.03. The term "controlling interest" as used herein is not limited to majority stock ownership, but includes actual working control in whatever manner exercised.
  - c. The City shall have such time as is permitted by applicable law in which to review a transfer request, but in no event less than 120 days.
  - d. Grantee shall reimburse the City for all the reasonable legal, administrative, and consulting costs and fees associated with the City's review of any request to transfer. Such reimbursement of the City's costs and fees shall not constitute a Franchise Fee. Nothing herein shall prevent Grantee from negotiating partial or complete payment of such costs and fees by the transferee.
  - e. 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 hereunder, and

assuming all other rights and obligations of the transferor to the City.

- f. In the event of any proposed sale, transfer, corporate change, or assignment pursuant to subparagraph (a) or (b) of this Section, the City shall have the right of first refusal of any bona fide offer to purchase the System. A complete copy of any written offer to purchase the system must be conveyed to the City along with Grantee's written acceptance of the offer contingent upon the rights of the City provided for in this Section.

The City shall be deemed to have waived its rights under this Section in the following circumstances:

- i. If it does not indicate to Grantee in writing, within thirty (30) days of notice of a proposed sale or assignment, its intention to exercise its right of purchase; or
- ii. It approves the assignment or sale of the Franchise as provided within this Section.

## SECTION 10.

### REVOCATION OF FRANCHISE

1. City's Right to Revoke. In addition to all other rights which the City has pursuant to law or equity, the City reserves the right to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if it is determined that Grantee has violated any material provision of this Franchise, has made intentional misrepresentations to the City, or has practiced fraud or deceit upon the City or a Subscriber. The City may revoke this Franchise immediately if Grantee is adjudged bankrupt.
2. Procedures.
  - a. The City shall provide Grantee with written notice of the cause for revocation and its intent to revoke and shall allow Grantee sixty (60) days to cure the violation ("the cure period").
  - b. Grantee shall be provided the right to a public hearing affording due process prior to revocation, which public hearing shall follow the cure period. The City shall provide Grantee with written notice of its decision together with written findings of fact supplementing said decision.
  - c. After such public hearing and release of written findings, the City may revoke the Franchise. Grantee may appeal such revocation to a court

or agency of competent jurisdiction.

- d. During the appeal period, Grantee may continue to operate the System pursuant to the terms and conditions of the Franchise, unless the term thereof sooner expires.

## SECTION 11.

### PROTECTION OF INDIVIDUAL RIGHTS

1. Discriminatory Practices Prohibited. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of race, color, religion, national origin, sex, age, status as to public assistance, affectional preference, or disability. Grantee shall comply at all times with all other applicable federal, state, and local laws, and all executive and administrative orders relating to nondiscrimination.
2. Subscriber Privacy.
  - a. Grantee shall comply with the subscriber privacy-related requirements of 47 U.S.C. § 551. No signals including signals of a Class IV Channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever. Such permission shall be required for each type or classification of Class IV Channel activity planned for the purpose of monitoring individual viewing patterns or practices.
  - b. No lists of the names and addresses of Subscribers or any lists that identify the viewing habits of Subscribers shall be sold or otherwise made available to any party other than to Grantee and its employees for internal business use, and also to the Subscriber subject of that information, unless Grantee has received specific written authorization from the Subscriber to make such data available. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever.

FINAL PROPOSED JAGUAR FRANCHISE ORDINANCE

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

**SECTION 12.**

**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. Compliance with Federal, State and Local Laws.
  - a. Grantee and the 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.
3. 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 the City to enforce prompt compliance. The City and Grantee may only waive its rights hereunder by expressly so stating in writing. Any such written waiver by the 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.
4. Rights Cumulative. All rights and remedies under this Franchise or retained by the City herein are not exclusive but are in addition to other rights and remedies available to the City. The exercise of remedies herein does not constitute the waiver of any other remedies.
5. Grantee Acknowledgment of Validity of Franchise. Grantee acknowledges

FINAL PROPOSED JAGUAR FRANCHISE ORDINANCE

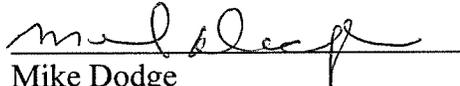
that the terms and conditions of this Franchise are consistent with current law and are not unreasonable or arbitrary.

**SECTION 13.**

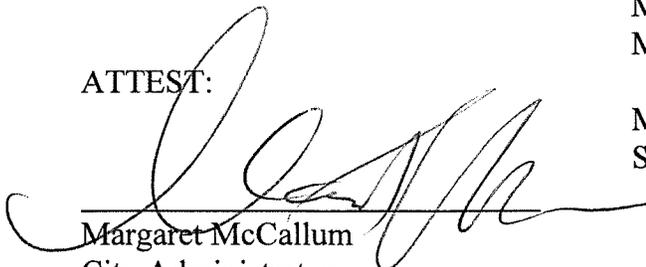
**PUBLICATION EFFECTIVE DATE; ACCEPTANCE AND EXHIBITS**

1. Acceptance. Grantee shall accept this Franchise within sixty (60) of its enactment by the City, unless the time for acceptance is extended by the City. Upon acceptance of this Franchise, Grantee shall be bound by all the terms and conditions contained herein. Grantee shall accept this Franchise by properly executing, acknowledging, and returning the Franchise to the City, and by delivering the construction bond, performance bond, and certificate of insurance required herein.
2. Publication: Effective Date. This Franchise shall be published in accordance with applicable local and Minnesota law. The Effective Date of this Franchise shall be the date of acceptance by Grantee.

ADOPTED by the City Council of the City of Mayer, Carver County, Minnesota this 8 day of October, 2018.

  
Mike Dodge  
Mayor

ATTEST:

  
Margaret McCallum  
City Administrator

Moved by:  
Seconded by:

Published:

FINAL PROPOSED JAGUAR FRANCHISE ORDINANCE

**ACCEPTANCE**

This Franchise is hereby agreed to and accepted.

**JAGUAR COMMUNICATIONS, INC.**

Date: \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

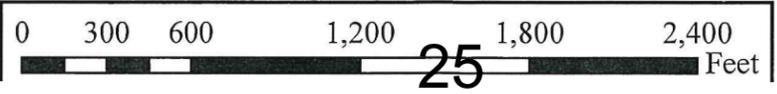


# Site Location

Mayer, MN

## Legend

- <all other values>
- ⊠ Other - City Vault; Other
- ▲ <all other values>
- Subscriber
  - ▲ Active
  - ▲ Disconnect
  - ▲ Inactive
- 2016 Proposed Handholes
  - ◊ <all other values>
  - 17x30x24 Flared
  - 18 inch round No Spacer
  - 18 inch round w Spacer
  - 24x36 Concrete
- Proposed Fiber Count
  - 12
  - 24
  - 48
  - 36
  - 72
  - 96
  - 144
  - 288
- 2016 Proposed Conduit
  - Conduit
  - Jaguar Fiber
- Railroad
- Roads
- Parcels
- Cities



**JAGUAR**  
Communications  
213 S. Oak Ave  
Owatonna, MN 55060  
507-214-1000

Lauren Deml, GIS Supervisor  
Date Created: 9/18/2018  
Rev. A: N/A  
Rev. B: N/A  
Rev. C: N/A

EXHIBIT C  
Map



## City Council Workshop Memo

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Item: Payment Services Network – Utility Software

Meeting Date: June 10, 2019

Presented By: Margaret McCallum, City Administrator

### **Recommendations/Action/Motion Requested:**

To review a utility software, PSN, that offers more resources to residents. To discuss the transition process.

### **Details:**

Staff is looking into switching utility payment software programs to one that offers more resources and tools to residents.

The City's current payment software, GovPayNet, only allows for in-the-moment payments. A resident needs their paper utility bill in front of them to pay and it doesn't include a copy of the bill online. Residents are not able to track their previous payment or usage history.

The utility payment software, Payment Service Network (PSN), can integrate into our current system (Banyon Data Systems) by sharing data between the two programs. Currently this is not the case and everything from one system has to be manually entered into the other. Because of this ability to transfer data, the utility information can be transferred to the payment software so that a resident can view a copy of their bill online.

Residents would be able to view their bills information including their bill history, payment history and usage history all online. Currently, this information needs to be requested to City Hall for paper copies.

Residents would be able to make reoccurring, scheduled payments. Currently, the program only allows one-time in the moment payment.

Additional payment options that would be offered include over the phone, by calling (24/7) or through a PSN app.

### **Current contract and cancellation procedure-**

The City has been with GovPayNet since February 2018. The contract was for one year with automatic renewing for additional one year periods. We need to provide a 30 day written notice for cancellation.

**Transition Process with PSN–**

June 24, 2019	Approve the cancellation with GovPayNet and approve the agreement and contract to work the Payment Service Network.
June 25, 2019	Put in 30 day notification to GovPayNet to cancel contract.
June 25 – July 25, 2019	Work with Payment Service Network to get the set up on the back end to go live on mid-July.
July (education)	Create <b>insert</b> for special July edition (usually no newsletter in July) to educate residents on the change and new options available with the new software. <b>Also put information on the website and social media.</b>
July 22, 2019 (Monday)	Go Live with new software.

**Attachments:**

PSN and Banyon Integration Information Document.

eBills Solution Document.

PSN Service Summary Document.

PSN Pricing Proposal.

# ePayments ■ eBills ■ eCommunications



ONLINE



MOBILE APP



IVR



CALL CENTER



SWIPES-EMV



MOBILE SWIPES



VIRTUAL



BANK-ISSUED



PAPER CHECKS



KIOSKS



CASH SITES

Banyon Data through our electronic payment partner, Payment Service Network (PSN), offers you the widest suite of electronic payment, billing and communication services. PSN solutions are so easy to implement, manage and use. Yet they are so sophisticated that you can let your customers pay any way they want, while fully adhering to your business policies and applicable regulations. No matter how your customers pay, all payments will be consolidated into the PSN system with automatic posting to your software. Add to that your ability to reduce the cost of printing and mailing bills with eBills and broadening your customer communications to include everything “e” and you have a complete solution that is unbelievably inexpensive—in fact, your ROI is nearly immediate. What’s most excellent is that you can select only the services that are best for your organization and your customers today and easily change them as your needs change.

**Keep customers happy!  
Let them pay any way  
they want—or can!**

- ✓ Online
- ✓ Smart Phones & Tablets
- ✓ Automated Phone (Spanish/English)
- ✓ PSN Call Center (Spanish/English)
- ✓ Entered by Your Staff
- ✓ Mailed Paper Checks
- ✓ Bank-issued Check Payments
- ✓ Cash Payment Locations
- ✓ Credit Card Swipes

All of these payments can flow into the PSN system and then automatically post to your software.

**Make billing simple  
for you and  
your customers!**

- ✓ eBill resembles paper bill
- ✓ Online archive (up to 24 months)
- ✓ Current amount due always available
- ✓ Ability to opt out of paper bills
- ✓ Ability to print any bill
- ✓ Ability to make a service request
- ✓ Attach notices just like in paper bills
- ✓ Accessible to your staff
- ✓ Automated notices to customers that their bills are ready to view

With a simple file upload, PSN generates and posts the bills online. A customer file uploaded daily updates the current amount due.

**Assure you get paid  
by accepting a wide range  
of payment methods!**

- ✓ VISA
- ✓ MasterCard
- ✓ Discover
- ✓ American Express
- ✓ eChecks and eSavings
- ✓ Cash
- ✓ Money Orders
- ✓ Paper Checks
- ✓ Bank-issued Checks (Bank bill pay systems)

Select which payment methods you want to allow your customers to use, and PSN “turns them on.”

**Simplify your  
business day...  
Let PSN work for you!**

- ✓ Data sharing payments to your software and posts amounts due online
- ✓ All payments flow into one system for one deposit, one reconciliation
- ✓ No PSN hardware or software costs
- ✓ Eliminate data entry errors, bank-issued paper checks, cost of printing/ mailing bills
- ✓ Easily reconcile payments and deposits
- ✓ Have online access to all payment, billing and communications information

These are just a few of the many, many benefits you can realize with implementing PSN ePayment, eBill and eCommunication solutions.

Contact us for more information or a live online demonstration of our solutions.





# eBills

## REDUCE COSTS WHILE SATISFYING CUSTOMERS

Customers today expect the convenience of viewing bills online as proven by a decline of three billion mailed bills in just four years, and the pace is quickening! Plus, there is the benefit of reducing your carbon footprint and supporting “green” efforts. There are lots of other advantages as well, but perhaps most importantly, eBills can be delivered for as little as a ½¢ to about 10¢ each, depending on your volume. That’s significant savings!

## KEY FEATURES

- Bills are displayed online as well as in the mobile app
- Customers are encouraged to opt out of receiving paper bills (optional)
- Electronic bills completely replicate paper bills
- You can attach notices and promotions, just like in mailed bills
- The eBill web page will also display current amount due and amounts due for past bills
- Customers can make a payment from the eBills web page
- Email notifications are sent
  - Every time a new bill is ready to view
  - When a bill is coming due and is past due
- Customers can
  - View a two-year history of bills
  - Print or email bills
  - Opt back into receiving paper bills
  - View usage charts
- Your staff can
  - View a two-year archive of customer bills
  - Easily email or print and mail a copy of any archived eBill to any customer whether registered on PSN or not
  - Download customers who have opted out of paper bills (this process can be automated to tag customers who don’t want printed bills)
  - Find out who has viewed their bills and generate reports on open rates

## HOW IT WORKS

By simply uploading the billing data file to a secure PSN FTP site, PSN will create the eBills in PDF format, post them for display, archive them and send notices to your customers. You can easily add “bill stuffers” by uploading a PDF to PSN, selecting the bill it will be attached to and select whether the attachment should open automatically or prompt customers to open it.

## BENEFITS

- ✓ Any customer who logs into PSN can automatically view their bills—no special registration for eBills is required
- ✓ Convenience: customers only need to go to one portal to view eBills and make payments
- ✓ Reduce paper, printing, postage, equipment upkeep costs as customers opt out of paper bills
- ✓ Reduce calls to your staff as more information is available online and in the app
- ✓ Bill delivery is quicker and can speed cash flow

**Contact us** for more information on this and other services that can help simplify your business day.





Simplifying your customer's life and your business day

## SERVICE SUMMARY

Payment Service Network, Inc.  
2901 International Lane  
Madison Wisconsin 53704

[www.PaymentServiceNetwork.com](http://www.PaymentServiceNetwork.com)

VOICE 866.917.7368

FAX 608.442.5116

Ruth Ponder

DIRECT 608-442-5058

[rponder@PaymentServiceNetwork.com](mailto:rponder@PaymentServiceNetwork.com)



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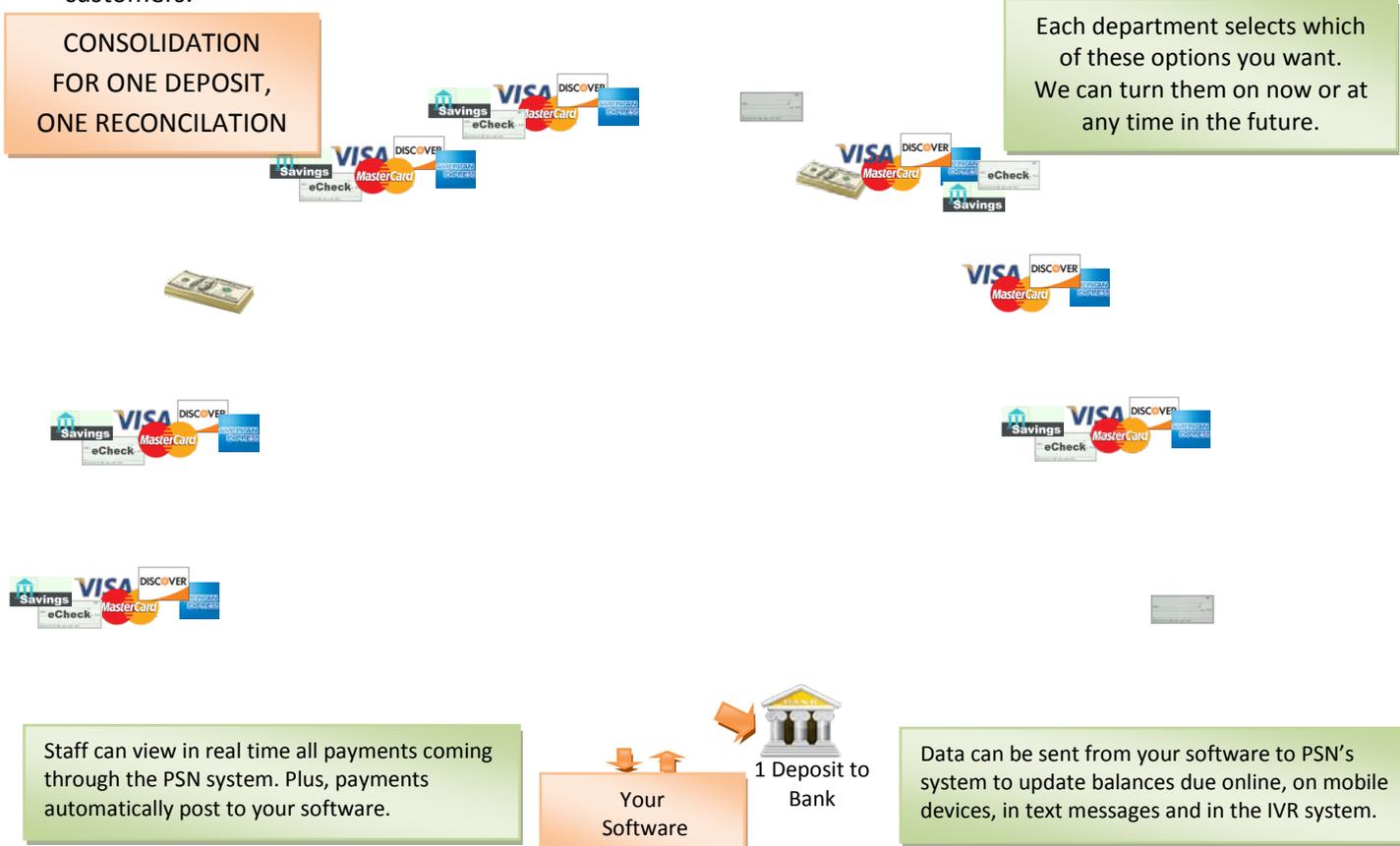
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## Payment Services

PSN accommodates all possible payment methods—credit card, debit card, eCheck, eSavings, paper check, money order, cash and bank-issued checks. You simply select which methods you want to allow your customers to pay with. Likewise, you will select which payment channels you will “open” to your customers.



- ✓ **Online: English and Spanish** (Available 24/7)
- ✓ **Mobile: Smart Phones & Tablets** (Available 24/7)
- ✓ **Text** (Message is sent to customer, they can simply press 1 to pay balance displayed with payment method displayed.)
- ✓ **Automated Phone (IVR): English and Spanish** (Available 24/7)
- ✓ **Live PSN Operator Assisted Calls: English and Spanish**
- ✓ **Over the Counter** (Your staff can use credit card swipe/EMV terminals or the PSN Virtual Terminal [any Internet-connected computer] for credit card or check payments.)
- ✓ **Field Payments** (An app allows field workers to view a customer’s balance due, recent payment history, etc. Payment method can be keyed in or via a credit card swipe.)
- ✓ **Kiosks** (You can place kiosks for bill payments at designated indoor or outdoor locations.)
- ✓ **Paper Checks** (Customers can mail checks to your office or a lockbox, where, after scanning, data can be sent through the PSN system for auto-posting to your software.)
- ✓ **Bank-Issued Checks** (Most payments initiated in your customers’ banks’ bill pay systems are turned into paper checks and mailed to you. However, with our Bank Bill Pay eSolution, we “capture” these payments as they are initiated by your customers and turn them into ePayments, routing the payments for deposit and the data into PSN’s system for automatic posting to your software.)
- ✓ **eCash Payment Locations** (For those customers who must pay in cash, PSN sets up payment locations throughout your area. PSN then turns the cash into an ePayment. This removes the risks of handling cash at City facilities and is generally more convenient for residents.)

Each department can select from among the following which methods of payment they want to offer customers. Payment methods can be added or removed at any time with a “flick of the switch.”

- **VISA** • **MasterCard** • **Discover** • **American Express** • **Checking/Savings**
- **Cash** • **Money Orders** • **Paper Checks** • **Bank-issued Checks**

More payment benefits include:

- **Scheduled, Immediate or Recurring Payments** (Customers can make an immediate payment, schedule a payment or, where applicable, easily set up Auto-Pay (recurring), which allows your customer to select either a set payment amount or the amount due each bill. Customers can make changes, such as method or day of payment, by simply going online or calling PSN. An email is sent to the customer a few days prior to the Auto-Payment to make sure they have sufficient funds/credit. PSN customer service staff can also set up Auto-Pays if customers prefer to call in.)
- **eCommunications** (Customers will receive emails of payment confirmation, if their credit card is about to expire, problems with a payment [NSF, wrong bank account, etc.], if Auto-Pay is ending and other notices to ensure they are kept abreast of their payments. Also, PSN allows your staff to get emailed notifications of payments, canceled or rejected payments, NSF notices [in much shorter time than bank notifications] and more.)
- **Online Payment History** (Customers can view a history of their payments as well as any problematic transactions, recent payments and pending payments.)

## Online Billing

PSN provides an extremely flexible eBill solution for those departments doing regular billing (e.g., utilities). Here are the highlights of the eBill page in the customer’s payment portal.

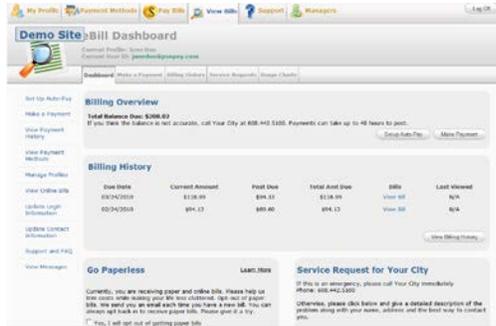
1. Current bill, which looks like the paper bill
2. Viewable archive of past bills (up to 24 months)
3. Current amount due (updated daily)
4. Ability to make a payment or set up Auto-Pay
5. Ability to opt-out of paper bills
6. Ability to print any bill
7. Ability to make a service request or other message to you
8. Colorful graphs to display month-over-month usage

Your staff will find the online bills incredibly helpful. If a customer calls because they didn’t receive their paper bill or wants a copy of an old bill, your staff can refer them to the website to view their bill online or the staff person can “grab” the online bill and either email or print and mail it to the customer. You can attach promotional or informational pieces to your eBills, just like you would place “stuffers” in mailed pieces. The attachments are easy-to-load PDFs. They can open automatically or your customer can be prompted to open them—you choose which method.

## Customer Payment Portals

PSN has easy-to-use portals for customers to pay online, via a mobile app, via text\* and by automated phone/IVR. The portals are customized with your company name or logo. (see next page) \*In development.

# ONLINE PORTAL



## Payment features

- Make an immediate payment, schedule a payment or set up full-balance or fixed-amount Auto-Pay (only displays when applicable)
- Monitor status of payments; view payment history and scheduled payments
- Pay more than one account and pay multiple departments on a single visit
- View balance due, as available through data sharing
- Print or email receipts
- Automatic duplicate payment detection

## Billing features

- View current bill which looks like printed bill
- View 24 months of archived bills and any outstanding balances
- Print any current or archived bill
- Ability to opt out of or back into paper bills

## Communication and support features

- Email notifications of successful payment, payment coming due, payment past due, problematic payments, new eBill posted, credit card expiring and more which keep your customer current on the status of payments and bills
- Ability to send a service request to you (optional)
- Support page with FAQs and detailing ways to contact PSN (phone or email)
- Information at login providing payment methods (credit card, eCheck, eSavings) and ways to pay (online, phone) as authorized by the City

## Customer profile features

- Customer validation (customer enters name & account number for integrated accounts)
- Set up and change login information
- Add, change and delete an unlimited number of payment methods
- Opt out of or into paper billing (as applicable)
- Establish or change phone number for automatic IVR identification
- Manage Auto-Pay (change date, payment method, cancel, etc.)

# MOBILE APP PORTAL



## Payment features

- Make an immediate payment or schedule a payment
- See current balance due
- View payment history and scheduled payments

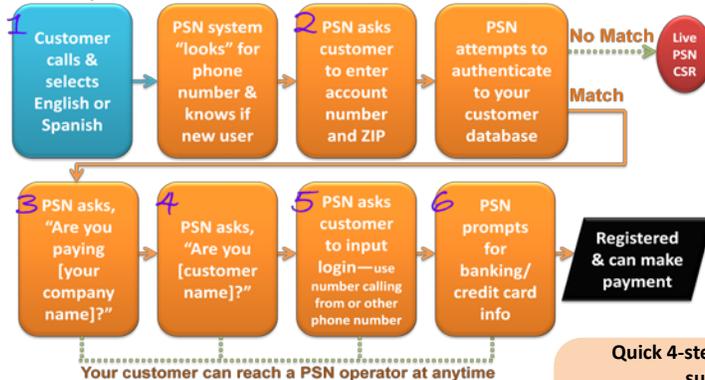
## Customer Profile features

- Set up, change or delete payment methods
- Change password
- Payments are recorded in the customer's online payment portal for monitoring status, printing receipts, etc. Changes to payment methods and password are also automatically changed in the online portal.

# PHONE PORTAL

## Validation process for integrated departments

### Validation process...



## Payment features

- Make an immediate payment
- Prompt for current balance due
- Opt out to speak with a PSN Call Center rep or your CSRs

## Customer Profile features

- Establish a phone number for auto-detection (system will recognize and greet caller by name on all future calls)
- Phone number can be changed in their online profile
- Set up payment methods for current payment and future calls (if a customer has paid online or mobile app previously, the IVR will ask if they want to use methods that were set up on those devices)
- Payments are recorded in the customer's online payment portal for monitoring status, printing receipts, etc. Changes to payment methods are also automatically changed in the online portal.

### Quick 4-step payment process on subsequent calls

1. Confirm customer name
2. Confirm last 4 digits of payment method
3. Enter payment amount
4. Confirm and submit

Your customers can also directly contact the PSN Call Center to make payments or get assistance with any of our services.

# TEXT MESSAGING



## Payment features

- Make an immediate payment
- View balance due
- View last four digits of bank or credit card account number

## Customer features

- Easy signup to receive text payment messaging
- Easy “text S” to stop receiving text payment messages
- Payment recorded in customer online portal
- Print or email receipts from the online portal

*In development*

## IVR Options

PSN lets you select from three automated phone/IVR solutions. The **ELITE DEDICATED SYSTEM** provides you with a dedicated 800 number and the most customized functionality—customers listen to your script, can prompt for amounts due and can be transferred to your customer service staff or PSN staff. The **STANDARD DEDICATED SYSTEM** has all the features of the Elite system, except it forwards calls only to PSN staff rather than your staff. The **SHARED INDUSTRY SYSTEM** allows you to capitalize on “shared costs” with businesses in your industry. On the first call, the customer will validate themselves and the system will state “City of xxxxx” for verification. For all subsequent calls, the customer is greeted by their name. Customers can opt out to speak to a PSN Call Center representative.

## Outbound Auto-Call Messaging

For outbound calls, you can use the **PSN Outbound Auto-Call Messaging Solution**. You simply upload a message and list of phone numbers to call, select the date and time for the calls to begin and PSN takes care of the rest. There is a “Press 1” feature for your customers to make an immediate payment—the call is automatically transferred to the IVR system.

## PSN Call Center

PSN maintains an in-house customer support center that your customers and staff can call toll free. PSN decided to manage its own Call Center because of the high level of security, employee screening and training required. Further, we can fully monitor our CSRs professionalism with *your* customers. CSRs are available from 8am to 8pm (Eastern) on weekdays and from 9am to 6pm on weekends and holidays. PSN has English- and Spanish-speaking representatives.

## Your PSN Account Management Center

Your staff will have 24/7/365 online access to all real-time payment information in the PSN Account Management Center (AMC). The AMC allows your staff to generate customized reports and notifications, set staff access levels, determine how reports are delivered to specified staff, upload and

download data, perform quality checks, reconcile payments and deposits and more. It is also an amazing tool for your customer service staff. When customers call with questions, your staff can look up a customer’s payment history, see the status of a pending payment from any PSN payment service, see what payment method was used and see why a payment didn’t go through. They can also view customers’ bills online as well as email or print and mail a copy of the bill to a customer. They will love the convenience of the AMC; no longer do they have to look in several places to find a payment being processed. You can take a “test drive” in our demo and see how the AMC will be at the heart of the payment services you are offering. (PSN is soon releasing a mobile management app which will feature the ability to view customer information as well as make payments on smart phones and tablets—great for field staff.)

Navigation in the PSN Account Management Center...

<p><b>ACCOUNT MANAGEMENT</b></p> <ul style="list-style-type: none"> <li>• Update Payment Page</li> <li>• Upload/Download Data</li> <li>• Multiple-Account Access</li> <li>• Get Marketing Templates</li> <li>• And more...</li> </ul>	<p><b>PAYMENT TRACKER</b></p> <ul style="list-style-type: none"> <li>• View Real-time Payments</li> <li>• View Deposits</li> <li>• View Rejected/Cancelled</li> <li>• View Payment Histories</li> <li>• View Disputed Payments</li> <li>• And more...</li> </ul>	<p><b>REPORTS</b></p> <ul style="list-style-type: none"> <li>• View Registered Customers</li> <li>• Perform Daily or Month-End Reconciliation</li> <li>• And more...</li> </ul>	<p><b>PAYMENT TOOLS</b></p> <ul style="list-style-type: none"> <li>• Make Payments on Behalf of Customers</li> <li>• Set up/Change Auto-Pay</li> <li>• Check Scanning</li> <li>• And more...</li> </ul>	<p><b>OUTBOUND AUTO-CALL</b></p> <ul style="list-style-type: none"> <li>• Upload Messages</li> <li>• Upload Call Lists</li> <li>• Set Date &amp; Time</li> </ul> <p><b>SUPPORT</b></p> <ul style="list-style-type: none"> <li>• Ticket Center</li> <li>• FAQs, Guides, Training</li> </ul>
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## Reports

EXAMPLE of an online report

Print, download

Sort, search, filter by field

The PSN system has several online, downloadable/printable reports available to your staff that can be customized to individual needs. The system also automatically generates reports—you select who gets these reports, whether they are detailed or summaries and whether they are delivered via email instantly, daily, weekly or monthly. Reports include: Customer Payments, Deposits/Withdrawals, Declined/Rejected Payments, Chargebacks/Refunds, Cancelled/Held Transactions, Disputed Transactions, Payment Histories, Daily Reconciliation, Monthly Reconciliation, Registered

Customers, Account Summaries and more. Each report can be sorted, searched and filtered for different criteria (date, customer, address, payment type, etc.).

## Integration

The mission of PSN from its establishment in 1999 was to make remittance processing more efficient and error-proof. With that in mind, PSN built its system to be able to integrate with any software that could import and export data. Success can be measured by the fact that we have integrated with over 80, and counting, software platforms. PSN can integrate its system with yours through manual daily batch processing, automated daily batch processing, real-time data interchange through a web service or by an integrated payment module—all can be customized to meet your specific needs. Integration, at the very minimum, allows for the validation of customers, displaying balances due and posting payments to your software. PSN meets with your IT staff and software vendors to do a needs analysis to determine a customized solution for you.

## Marketing Your Services

After training, PSN's marketing department will prepare templates such as the following.



*Marketing pieces are available in English and Spanish*

*More marketing we have created for our accounts...*

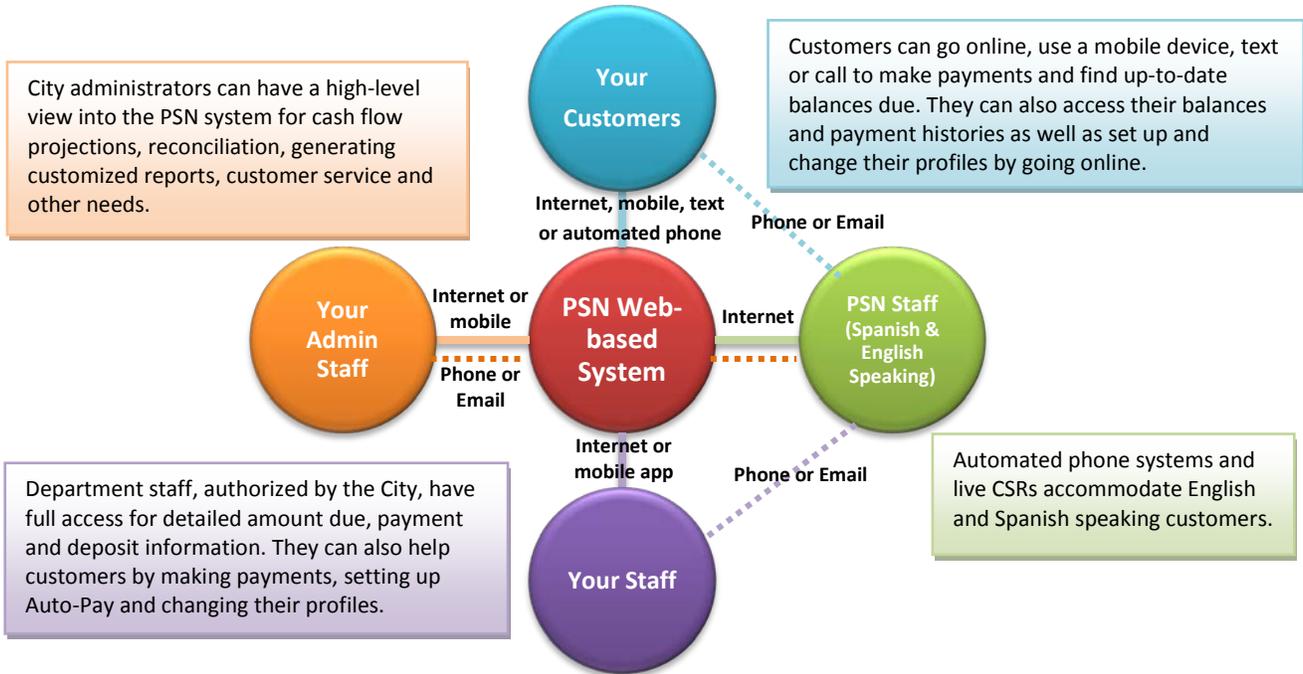
- Posters
- Postcards
- Twitter Copy
- Press Releases
- Email announcements
- Posters with tear-offs
- Messaging on bills
- Envelope design
- Mini Handouts

## Communication

Success isn't possible without great communication. PSN makes communicating easy for both your staff and your customers. PSN's bevy of eCommunications solutions can help you communicate with your customers. *All eCommunications solutions are at no cost to you except for Outbound Auto-Call.*

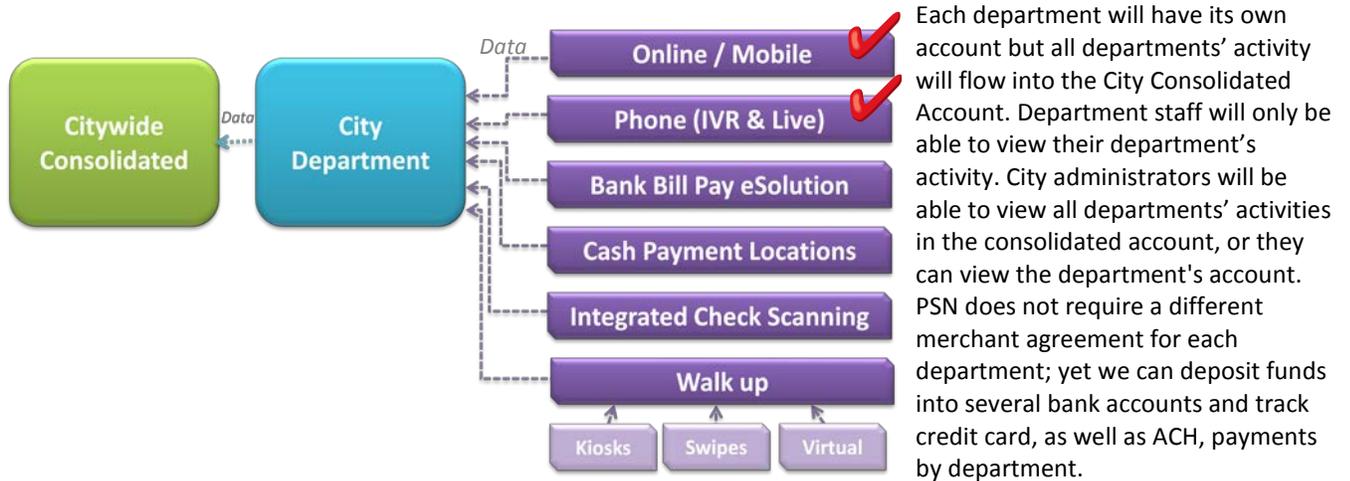
- **Customer Payment Notifications:** Customers will be notified via email of successful payments, Auto-Payment coming due, unsuccessful transactions along with the reasons and how to remedy the problems and any other matters that affect their payments (e.g., credit card is about to expire, Auto-Pay is expiring).
- **Customer Billing Notifications:** Customers will be notified via email when a new bill has been posted. The email provides a link to the View Bills page. Reminder bill due notices are sent out a few days in advance of the due date and again, after the due date if they did not make a payment.
- **Bill Attachments:** You can attach promotional pieces or notices to electronic bills; the same as you do with mailed bills. You simply upload the "stuffer" as a PDF, tag it to a billing cycle and designate if you want it to open automatically or prompt the customer to open.

- **Message Posting:** You can post an individual message, messages to a group or messages to your entire customer base. The message resides in a mailbox on the site and a notice will appear that they have a new message waiting.
- **Outbound Auto-Call Messaging:** Before you incur the costs of mailing past due notices, consider using PSN’s Auto-Call Solution. You simply upload the message and list of customers you want to call, specify the date and time you want the calls to be made and the PSN system takes care of the rest. Customers can even use the “Touch 1” feature to make an immediate payment via their phone. You can also use the Auto-Call service for informational notices.



## Services across the Enterprise

For municipalities, PSN can provide services to every department, if desired.



## Transaction Fees

PSN's flexibility allows you to choose who pays fees for customer-initiated transactions:

OPTION 1: The City pays all per transaction fees.

OPTION 2: The City pays the less expensive eCheck and eSavings fees; the customer pays the more expensive credit card fees.

OPTION 3: Customers pay all transaction fees.

## Merchant Processor

PSN is both a merchant processor and gateway, resulting in savings as well as efficiencies. You will benefit by PSN's ability to consolidate all credit card payments (VISA, MasterCard, Discover, American Express) as well as ACH (check and saving) payments for one deposit and therefore, one reconciliation. No longer do you have to go to several sources to download reports and perform several reconciliations. Further, PSN can wrap the costs of both into one transaction fee so that you are not getting charged by several entities. There is also no additional integration which must be done to accommodate either a merchant processor or gateway. PSN also allows you to have only ONE merchant account; we easily separate the payments and deposits to different accounts by use of our technology. (Many merchant providers force you to get several accounts if you have multiple payment accounts or depository accounts.) PSN can qualify utilities for the "Utility Rate Program" available with VISA, MasterCard and Discover—lower interchange rates if the utility pays the transaction fees.

## Needs Analysis and Implementation Schedule

PSN will provide an initial demonstration of our standard services. After which we will conduct a needs analysis to determine which services are best for you and your customers. The needs analysis will encompass:

1. Departments and specific locations where any payments are accepted
2. All items or services for which payments are accepted
3. Anticipated or actual transaction volumes for each payment type
4. Policies, rules and regulations applying to payments
5. All CIS systems utilized to produce bills and receive payments
6. Reporting and notification requirements

After the needs analysis, PSN and your involved staff will determine:

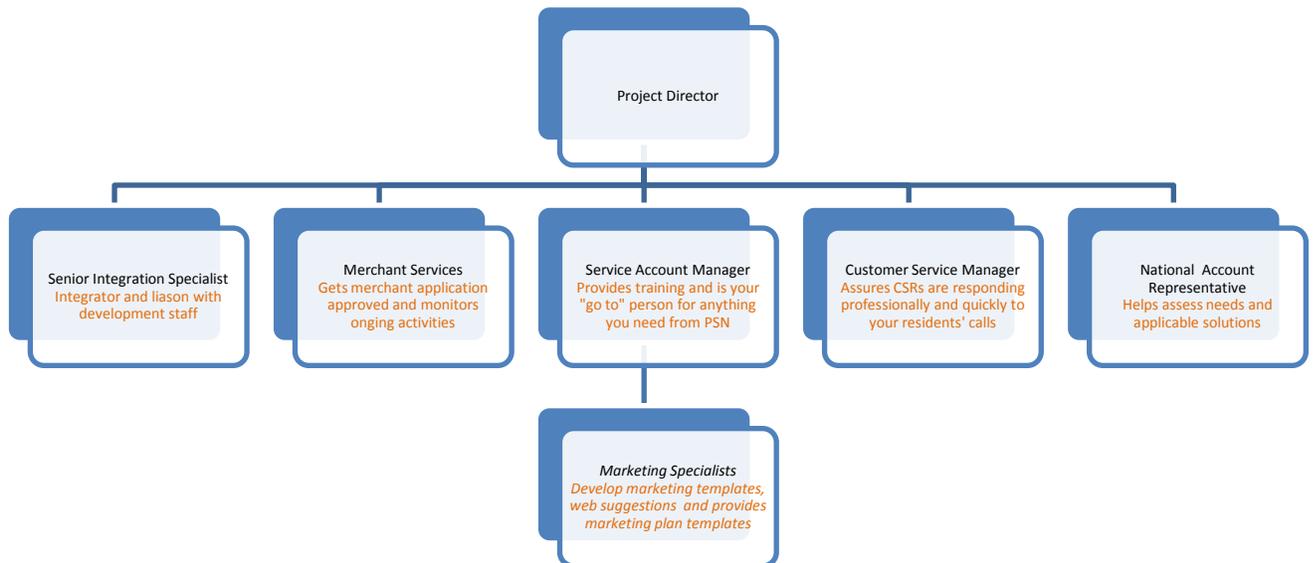
1. What payment methods should be offered (credit cards, eChecks, cash, etc.)
2. What payment channels should be opened (online/mobile app, text, automated phone, PSN Call Center, cash payment locations, etc.)
3. What solutions you want to implement immediately and which ones would you like to consider for future implementation
4. For which departments are eBills appropriate
5. Who will pay the transaction fees
6. What type of integration between your software and the PSN should be done

Once the complimentary analysis is complete and you have made final service decisions, the implementation process begins. The following are concurrent steps.

1. PSN implementation team assigned which includes a Service Account Manager (your go-to contact), Integration Specialist, Merchant Account Specialist, Marketing Specialist and Customer Service Supervisor.
2. You execute the PSN Agreement which includes the merchant credit card agreement.
3. PSN sets up the your online, mobile, text and IVR portals.
4. PSN customizes your PSN web payment portal to “look like” your website, if using our portal.
5. PSN provides your web developers with the link for online payments.
6. PSN’s Service Account Manager trains your staff.
7. PSN works with staff and/or software vendor for integrating software.

## Project Team

PSN assigns a highly qualified team—each team member has extensive experience in working with municipalities. What is great about our team structure is that members follow through from implementation to ongoing support which assures familiarity with your needs and desires and building a consistent knowledge base. All team members are located in Madison, Wisconsin but are easily reachable via an online ticketing system, email or phone.



## Training

PSN will provide you training at no cost. PSN’s training is customized for the specific solutions you select. There are seven training modules available, each lasting 30 minutes or less. You will decide which staff attend each training based on the roles they play in the payment and billing process. Training modules can include: marketing your services; the customer payment experience; account management; eBills; equipment; reconciliation; and payment monitoring.

## Security

PSN meets PCI Level 1 Security Standards. PSN uses AES 256 bit encryption for stored data and all transmitted data is 2048-bit extended validated SSL via TLS 1.2 secured. PCI annually conducts a

thorough analysis of our security measures, including employees, facilities, data storage, data transfer and data destruction. Some examples of security measures include application firewalls, system firewalls and an annual internal and external penetration test. The facilities which house and store backup PSN data also pass PCI standards. Further, PSN automatically locks down any account access if there are three failed login attempts. By exclusively using the PSN system for payment processing, you would not be required to maintain costly PCI requirements.

### **Online Demonstration**

We would be happy to do an online demonstration of our payment and billing system so that you can see first-hand all of the features and benefits you and your residents will realize.



Payment Service Network, Inc.

Simplifying your customer's life and your business day

## Pricing Proposal for City of Mayer, MN

Payment Service Network, Inc.  
2901 International Lane  
Madison Wisconsin 53704

[www.PaymentServiceNetwork.com](http://www.PaymentServiceNetwork.com)

VOICE 866.917.7368

FAX 608.442.5116

Kevin Xiong

DIRECT 608-442-5061

[kxiong@paymentservicenetwork.com](mailto:kxiong@paymentservicenetwork.com)



Thank you for allowing me to submit this proposal. Payment Service Network (PSN) provides a vast range of eServices for payment processing, billing and customer communication. After discussing your needs, I have developed the following proposal of services. Please let me know if there is any additional information you require. The staff at PSN looks forward to providing you with personalized service.

This proposal quotes costs for the services that are marked below. If you would like quotes on any additional services, please let me know.

**PAYMENT METHODS**

Included	Not Included	
√		Credit and Debit Card Payments
√		Checking and Savings Payments
	√	Cash and Money Orders

**PAYMENT CHANNELS**

Included	Not Included	
√		Online
√		Customer Mobile App*
	√	Field Payment App*
√		Virtual Terminal (any Internet-connected device)*
√		Automated Phone (IVR) and PSN Call Center
	√	Text
√		Credit Card Terminal
√		Backoffice Auto-Pay (recurring set up by staff)
√		Customers' Banks' Bill Payment System
	√	Cash Payment Locations Arranged by PSN
	√	Paper Check Scanning (Check 21)

*\*Come standard with Online payment services*

**ADDITIONAL SERVICES**

Included	Not Included	
√		Web Customization
√		Data Sharing (System Integration)
√		eBills
	√	Customized Mobile App
	√	Customized Automated Phone (IVR)
√		Outbound Auto-Call Messaging
	√	Lockbox Processing

## Implementation and Service Fees

Following are non-transactional fees which are either one-time, monthly or annual costs. If you need additional information on these costs, please let me know.

<b>Service Implementation Fee</b> Includes, as applicable: Implementation Team • Training • Online Portal Setup • Standard Customer & Field Payment App Setups • Text Payment Setup • IVR Setup • PSN Call Center Training Specific to Your Account • Merchant Application Processing • eBill Design • Marketing Support	One-time fee	\$149
<b>Data Sharing/Integration</b> Includes, as applicable: Integration Specialist • Creating Specifications • Developing Interface • Coordination with Your Software Supplier • Testing • Training NOTE: Check with your software provider for their fees, if any	One-time fee	Included
<b>Website Customization Fee</b> Includes: Development of Web Portal with Your Logo	One-time fee	\$50 <b>OPTIONAL SERVICE</b>
<b>Support, Maintenance Fee</b> Includes, as applicable: Online Portal, Standard Customer Mobile App, Field Payment App, IVR System Upgrades and Maintenance • Call Center Support for Your Customers • Email Notifications to Payers and Staff • Service Account Manager for Your Staff • Interface/Integration Support (Storage and Maintenance of Customer Data) • Reports • Online Account Management Center • System and Account Monitoring (24/7) • And More	Monthly fee per account NOTE: If PSN eBills are used, this fee is waived.	\$0.00 for Online + Mobile App + Virtual Terminal  \$14.95 for Phone Payments <b>OPTIONAL SERVICE</b>
<b>eBill Fee</b> Includes: Creation of PDF eBills • Posting Online • Archiving for 24 Months • Email Notifications (Includes “Ready to View,” “Coming Due” and “Past Due,” as Applicable)	Monthly fee NOTE: If PSN eBills are used, the Support, Maintenance fee is waived	\$29.95 <b>OPTIONAL SERVICE</b>
<b>Credit Card Terminal Maintenance Fee</b> <b>Optional Service</b>	Monthly fee \$2.50 for each additional terminal	\$4.95
<b>PCI Security Compliance Fee</b> Includes: Required PCI Certification • Compliance with Credit Card Security Requirements • Auditing	Annual fee (one fee regardless of number of accounts)	\$89

## Equipment Cost

<b>Credit Card Swipe Terminal</b> Includes: Terminal • Setup • Shipping	One-time cost per terminal	\$250 <b>OPTIONAL SERVICE</b>
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## Transaction Fees

To cover costs of processing payments through the network of financial institutions, the following fees will apply to each transaction. The fees are based on the type of payment (check, credit card, cash) and/or how the payment is made.

### OPTION 1: You Pay All Fees

<i>Payment Channel</i>	<i>Check/Savings</i>	<i>Credit/Debit Card</i>
Online • Mobile • Virtual • Swipe/Scan	50¢	50¢ + credit card fees
Automated Phone (IVR)	75¢	75¢ + credit card fees
PSN Call Center	\$1.50	\$1.50 + credit card fees
Backoffice Auto-Pay (recurring ACH set up by staff)	20¢	NA

Credit card fees for VISA, MasterCard, Discover:

Interchange Rate + Network Card Assessment Fee + Discount Rate + Authorization Fee

- *Interchange Rate: PSN will arrange special utility interchange rates for your company. You will pay the amount charged by the credit card company; PSN does not mark up the interchange rate to assure you get charged the lowest possible fee for the card being used by your resident. Utility fees are a flat rate between 45¢ - \$1.50; most settle between 65¢ - 75¢.*
- *Network Card Assessment Fee: You will pay the amount charged by the credit card networks; PSN does not mark up this fee. The fee is a percentage based on the total monthly payment amount and is charged monthly. Example: \$1,000 in total monthly payments x 0.14% network fee = \$1.40.*
- *Discount rate (a term used by merchant providers) is an added cost. It is a percent of the transaction. You will pay a discount fee of 0.5%. Example: \$100 payment x 0.5% discount fee = 50¢.*
- *Authorization fee is a flat fee of 10¢ per transaction.*

Credit card fees for American Express (if you choose to accept): 2.60% plus \$0.50 if under \$100

### OPTION 2: You Pay Check Fees & Customers Pay Credit Card Fees

#### Fees Paid by Your Customers

<i>Payment Channel</i>	<i>Check/Savings</i>	<i>Credit/Debit Card</i>
Online • Mobile • Virtual • Swipe/Scan • Automated Phone (IVR) • PSN Call Center	None	2.75% (+50¢ if under \$100)*

\*Credit cards include your choice of VISA, MasterCard, Discover

#### Fees Paid by You

<i>Payment Channel</i>	<i>Check/Savings</i>	<i>Credit/Debit Card</i>
Online • Mobile • Virtual • Swipe	50¢	None
Automated Phone (IVR)	75¢	None
PSN Call Center	\$1.50	None
Backoffice Auto-Pay (recurring ACH set up by staff)	20¢	NA

### OPTION 3: Customers Pay All Fees

<i>Payment Channel</i>	<i>Check/Savings</i>	<i>Credit/Debit Card</i>
Online • Mobile • Virtual • Swipe/Scan • Automated Phone (IVR) • PSN Call Center	\$1.00	2.75% (+50¢ if under \$100)*

\*Credit cards include your choice of VISA, MasterCard, Discover

**NOTE: A \$15 fee is charged to you for any disputed credit/debit card.  
Your customers will be charged a \$35 NSF fee.**

## Other Services

You can also convert time-consuming traditional payments to ePayments through PSN. These payments can automatically post to your software, if integrated. You would pay these fees.

<i>Conversion Methods</i>	<i>Fee</i>
Bank Bill Payment Paper Checks to ePayments*	50¢

*\*Your utility company must qualify for these services*

PSN can also provide ancillary services.

<i>Services</i>	<i>Fee</i>
Outbound Auto-Call Messaging	15¢ per minute/2 minute minimum/only charged for answered calls
Lockbox Services	



## Request for Council Action Memorandum – Workshop

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Item: Tower Lease Amendment Agreement

Meeting Date: June 10, 2019

Presented By: Margaret McCallum, City Administrator

### **Recommendations/Council Action/Motion Requested:**

To review and discuss where to allocate the \$40,000 signing bonus related to the extension of the Tower Lease Agreement.

### **Details:**

The City Council previously discussed the tower lease issue at the June 25, 2018 work session, the August 13, 2018 meeting, and the March 11, 2019 Work Session.

Per the instructions of the City Council, the City Attorney informed the representative of the tenant that the City would consider a 20-year lease extension with a \$40,000 signing bonus. The City Attorney also requested the representative of the tenant to include language covering the City's attorney's fees associated with the lease extension. The representative of the tenant provided the City Attorney with the lease extension documents for review and presentation to the City Council.

Tower Alliance tendered the following amended proposal:

- 1) extending the term of the amended lease four additional 5-year terms (a total of 20 years); and
- 2) a signing bonus of \$42,000. This amount includes the last offer of a \$40,000 signing bonus and \$2,000 towards attorney's fees.

The other material terms of the lease remain in effect, including the rent and the escalation of rent throughout the extended lease term.

At the May 28, 2019, the City Council approved the agreement with the above terms.

The City Council also requested that a discussion come to a workshop to decide what the City would do with the \$40,000 signing bonus.

### **Staff Proposals:**

***Audio/Visual upgrades in Council Chambers –***

In 2018, the City budgeted \$10,000 for upgrades in audio/visual in the City Council Chambers. The City received two quotes over that budget. Staff attempted to do it in house for a cheaper cost, however lacked the expertise in what would work for the long-term.

Staff is recommending considering going with an outside company to do the audio/visual upgrades. Staff received two quotes (one has been updated and one has not) at a quoted amount of around \$20,000.

Staff is recommending using the money budgeted for in 2018 and an additional \$10,000 from the signing bonus to move forward with this project.

***New Roof on the City Hall –***

Staff has been monitoring the City Hall roof for some time, projecting that the roof would need to be done in 2020. With large rain events, the roof has been leaking more than we expected and continuous maintenance has been required this year in 2019.

Staff is in the process of getting quotes for the roof.

The roof was replaced last in 2005. The roofs lifespan was projected to be about 15 years. The City spent about \$27,000 in 2005 for the City Hall roof work.

Staff is recommending that the extra \$30,000 be put towards the City Hall roof for a 2019 project.

**Attachments:**

Two Quotes for Audio/Visual in City Hall Chambers

Tuesday, June 04, 2019

Margaret McCallum  
City of Mayer

**Proposal for Audio-Visual Service**

**RE:** Council Chambers Update

**Opportunity Number:** 16694 R2

**Scope of Integration Services**

Summary of Work to be completed by Tierney Brothers, Inc. at **413 Bluejay Avenue North, Mayer, MN 55360.**

(Please initial if address is correct or provide correct address. \_\_\_\_\_ )

**Quote 118555/118557**

Tierney (TBI) proposes the following updates to the Council Chambers.

~~A new ceiling mounted projector will be installed that supports WUXGA resolution (HD) and 5500 ANSI lumens. It will replace the existing portable projector. The existing wall mounted manual screen will be replaced with a new wide format (16:10) 57.5" x 92" wall mounted projection screen with Controlled Screen Return (CSR).~~

~~For presentations, an HDMI input plate will be installed by TBI behind the Dias near the staff location. A surface mounted wall box will extend up the wall and above the ceiling with surface mounted raceway.~~

The existing camera, camera controller and recorder will be reused.

The audio system will be upgraded with eight (8) desktop wireless gooseneck microphones. The microphones will be used for audio recording by the Owner furnished recorder. Seven (7) microphones will be located on the Dias and one (1) will be located on the lectern. Each has a 5" gooseneck. The microphones are not used for in-room voice reinforcement.

A wireless Access Point Transceiver will be ceiling mounted near the center of the room. The digital Dante audio output of the Transceiver will be connected via an Ethernet switch to a Digital signal Processor (DSP) which will provide all required audio processing and provide a mix of the microphones to the owner furnished recorder. Microphone level control will be preset by Tierney and fine-tuned automatically by the DSP with its built-in Auto Gain Control (AGC) circuitry.

Note: if the City elects to add Web conferencing and/or telephone conferencing, the DSP is capable of the addition of those functions at a later date. TBI has added acoustic echo cancellation for each microphone input.

A new rack mounted audio monitor will be installed to provide a speaker for checking the microphones as well as include a headphone output.

Audio for program (computer) audio will be provided by four (4) powered ceiling speakers connected in the future to the new video projector.

~~Control for the video projector will be provided by the manufacturer's provided remote control. Control will include program volume up/down.~~

All equipment will be located in a new equipment rack located at the front of the room. The existing video monitor and camera controller will be located on top of the new equipment rack. The camera CCU will be located on a shelf in the equipment rack.

~~A liberty HDMI adapter ring with the following adapters will be supplied to allow for most mobile devices to be input to the system.~~

The ring includes:

- ~~DisplayPort Plug (Male) to HDMI Jack (Female)~~
- ~~Mini DisplayPort Plug (Male) to HDMI Jack (Female)~~
- ~~Mini HDMI (C) Plug (Male) to HDMI Jack (Female)~~
- ~~Micro HDMI (D) Plug (Male) to HDMI Jack (Female)~~
- ~~DVI-D Plug (Male) to HDMI Jack (Female)~~
- ~~Apple Certified Adapter Lightning (M) to HDMI (F) MD826ZM/A~~

The Owner will be responsible for:

- Power at the equipment rack and video projector locations
- All OFE equipment to be in good working order
- Clear, clean, accessible cable pathways

Customer Expectations:

If multiple rooms were quoted, installation pricing for this proposal assumes that all quotes will be signed off on and installed at the same time. If one or more of the quotes in this proposal are not approved, existing quotes will need to be revised to reflect those changes and additional charges may apply.

Equipment locations such as closets, or cabinetry may require additional venting, or in some cases dedicated cooling units to keep equipment operating at standard temperatures.

We appreciate the opportunity to present this proposal. If you have any questions, please do not hesitate to contact us at your convenience at 612-331-5500. Our fax number is 612-331-3424.

Proposal Prepared By:

Sales Representative - Heidi Harvey

Systems Engineer - Mark Odneal

Please initial to acknowledge and authorize the Scope of Integration Services presented here. \_\_\_\_\_



# Quote

#118555

1771 Energy Park Drive, Suite 100, St. Paul, MN 55108  
 (612) 331-5500 | (800) 933-7337 | Fax (612) 331-3424  
 www.tierneybrothers.com

6/4/2019

**Bill To**  
 Margaret McCallum  
 City of Mayer  
 413 Bluejay Ave N  
 Mayer MN 55360

**Ship To**  
 Margaret McCallum  
 City of Mayer  
 413 Bluejay Ave N  
 Mayer MN 55360

Memo:  
 A - Council Chambers Update (SC) R2

Expires	Sales Rep	Contract	Terms
9/2/2019	209 Heidi Harvey	MNS-CPV 152129	NEW

Qty	Item	MFG	Price	Ext. Price	Cost	Ext Cost	Markup %	Category
	A - Council Chambers Update (SC) R2							
	-----Audio Equipment-----							
8	<b>MXW8=-Z10</b> Desktop Base Transceiver	Shure	\$429.40	\$3,435.20	\$380.00	\$3,040.00	13%	Audio Products
8	<b>Integration Item</b> Shure MX405LP/C Goose neck Microphone 5" with bi-color status indicator, less preamp, cardioid pattern	Shure	\$175.15	\$1,401.20	\$155.00	\$1,240.00	13%	Audio Products
1	<b>MXWAPT8=-Z10</b> 8-Channel Access Point Transceiver -Z10 Frequency (10 MHz) 1920 D 1930 MHz	Shure	\$2,655.50	\$2,655.50	\$2,350.00	\$2,350.00	13%	Audio Products
2	<b>MXWNCS8</b> 8-CH NETWORKED CHARGING STATION	Shure	\$1,384.25	\$2,768.50	\$1,225.00	\$2,450.00	13%	Audio Products
1	<b>TesiraFORTE DAN VT</b> TesiraFORTE DSP fixed I/O server with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 32 x 32 channels of Dante™, Acoustic Echo Cancellation (AEC) technology (all 12 inputs), 2 channel VoIP and standard FXO telephone interface	Biamp	\$2,371.87	\$2,371.87	\$2,099.00	\$2,099.00	13%	Audio Products
1	<b>QT615-CFS</b> Qt615-Cfs Qt Series Selfamplified Quad System Speaker	AMK	\$638.45	\$638.45	\$565.00	\$565.00	13%	Audio Products
	-----A/V Furniture and Rack-----							
1	<b>ERK-2120LRD</b> ERK Series Rack, 21 RU, 20"D, w/o Rear Door	Middle Atlantic	\$344.59	\$344.59	\$304.95	\$304.95	13%	Audio-Visual Furniture
	Custom Package of Equipment Rack Accessories Includes: Sliding Shelf, Universal Rack Shelf Kit, Lacing Bar, Power Distribution, Vent Panel, Misc Hardware							





# Quote

#118555

1771 Energy Park Drive, Suite 100, St. Paul, MN 55108  
 (612) 331-5500 | (800) 933-7337 | Fax (612) 331-3424  
 www.tierneybrothers.com

6/4/2019

Qty	Item	MFG	Price	Ext. Price	Cost	Ext Cost	Markup %	Category
2	<b>SSL</b> LAMINATED SLIDING SHELF 1 RU	Middle Atlantic	\$75.37	\$150.74	\$66.70	\$133.40	13%	Mounting Hardware
1	<b>60-190-01</b> Universal Rack Shelf Kit for 9.5" Deep Products 1U Gray	Extron	\$73.45	\$73.45	\$65.00	\$65.00	13%	Mounting Hardware
1	<b>RRF18</b> RACKRAIL, 10-32, 18 RU Heavy-gauge 10-32 threaded rail, sold as a pair	Middle Atlantic	\$29.63	\$29.63	\$26.22	\$26.22	13%	Cabling
1	<b>LBP-1A</b> "L" SHAPED LACING BAR, 10 PC. PACK	Middle Atlantic	\$25.47	\$25.47	\$22.54	\$22.54	13%	Cabling
1	<b>IRUR1</b> Rack Header-Image Series1 Rack-Logo	Liberty	\$15.80	\$15.80	\$13.98	\$13.98	13%	Cabling
1	<b>PDU1215</b> Tripp Lite PDU Single Phase Basic 120V Outlets 13 5-15R 5-15P 15ft cord 1U RM - 13 x NEMA 5-15R - 15 - 1U 19" Rack-mountable NEMA 13 5-15R 5-15P 15FT CORD	Tripp Lite	\$70.83	\$70.83	\$62.71	\$62.71	13%	Video Products
3	<b>VT1</b> VT1 1-Space Vent Panel -1 3/4"	Middle Atlantic	\$10.92	\$32.76	\$9.66	\$28.98	13%	Audio-Visual Furniture
1	<b>PTSW25</b> Phillips Truss 10/32 X3/4" & Washers Qty: 25  Custom Package of Cables, Connectors and Hardware Includes: Cat5e, Wiremold, Bulk Cabling and Misc Hardware	Chief	\$3.79	\$3.79	\$3.35	\$3.35	13%	Mounting Hardware
3	<b>CAT5E-ASY-3BLK</b> CAT5e 350 MHz Assembly Cable Black 3ft.	Comprehensive	\$1.57	\$4.71	\$1.39	\$4.17	13%	Cabling
2	<b>CAT5E-ASY-7BLK</b> CAT5e 350 MHz Assembly Cable Black 7ft.	Comprehensive	\$2.65	\$5.29	\$2.34	\$4.68	13%	Cabling
1	<b>PPCE5B050BL</b> CAT5e RJ45 to RJ45 Patch Cable PL 50'	Liberty	\$34.38	\$34.38	\$30.42	\$30.42	13%	Cabling
1	<b>PCG1960EPCL</b> 1 Gang Plate1" Oval Hole TBI Logo	Liberty	\$13.53	\$13.53	\$11.97	\$11.97	13%	Cabling
1	<b>Minnesota State Contract - Associated Hardware</b>		\$500.00	\$500.00				
4	<b>Minnesota State Contract - Design / Engineering</b> Professional/Technical Design Service; Engineering and Design		\$120.00	\$480.00				



118555



# Quote

#118555

1771 Energy Park Drive, Suite 100, St. Paul, MN 55108  
 (612) 331-5500 | (800) 933-7337 | Fax (612) 331-3424  
 www.tierneybrothers.com

6/4/2019

Qty	Item	MFG	Price	Ext. Price	Cost	Ext Cost	Markup %	Category
11	Minnesota State Contract - Project Management		\$90.00	\$990.00				
8	Minnesota State Contract - In-House Installation		\$90.00	\$720.00				
13	Minnesota State Contract - On-Site Installation		\$90.00	\$1,170.00				
6	Minnesota State Contract - Programming and Configuration Professional/Technical Design Service; Programming and Configuration		\$120.00	\$720.00				
1	Minnesota State Contract - Maintenance / Service (1 Year) Maintenance / Service; One Year Installation Warranty		\$899.00	\$899.00				
<p>If tax has not been included on this proposal, pricing does not include Minnesota General Sales Tax under Minnesota Statutes Chapter 297A Section 70 "Exemptions for Governments and Nonprofit Groups." Please inform us if this project will be used for taxable purposes.</p> <p>If tax has been included on this proposal, we do not have a tax exempt form on file for your account. Please provide a completed Form ST3, Certificate of Exemption if applicable.</p>								

**Subtotal** \$19,554.69

**Tax (0%)** \$0.00

**Shipping Cost** \$364.39

**Total** \$19,919.08

To accept this quotation, sign here : \_\_\_\_\_

Please reference this quote number on your purchase order.

Please inspect product upon delivery. State of Minnesota Contract Return Policy will apply.

Standard Times for Delivery from Receipt of PO\*:

- Stocked Product Equipment Only Sales - Three to Five Business Days
- Non-Stocked Product Equipment Only Sales - Ten to 14 Business Days
- Integration Projects - Two to Eight Weeks

\*All days include time in transit and assume product is not on back order with the manufacturer.



118555



# Quote

## #118557

1771 Energy Park Drive, Suite 100, St. Paul, MN 55108  
(612) 331-5500 | (800) 933-7337 | Fax (612) 331-3424  
www.tierneybrothers.com

6/4/2019

**Bill To**  
Margaret McCallum  
City of Mayer  
413 Bluejay Ave N  
Mayer MN 55360

**Ship To**  
Margaret McCallum  
City of Mayer  
413 Bluejay Ave N  
Mayer MN 55360

Memo:  
A - Council Chambers Update (NC) R2

Expires	Sales Rep	Contract	Terms
9/2/2019	209 Heidi Harvey	Transaction Not Eligible	NEW

Qty	Item	MFG	Price	Ext. Price
	A - Council Chambers Update (NC) R2			
	Non-Contract Services - This sale is consistent with the "Contract Release Construction Language Modification" associated with the MN State Contract.			
1	<b>AMS-1208P</b> Luxul AV Series 12Port/8PoE+ Giga Switch	Luxul	\$374.67	\$374.67
1	<b>AR-AM1</b> 1 Analog Stereo Balanced XLR Input with 1 Passive Stereo Balanced XLR Output	Marshall Electronics	\$439.67	\$439.67

**Subtotal** \$814.34

**Tax (0%)** \$0.00

**Shipping Cost** \$38.00

**Total** \$852.34

To accept this quotation, sign here : \_\_\_\_\_

If accepting this quote via purchase order please reference this quote number on your PO. To order via credit card please contact customer service at 612-331-5500.

This document is subject to the terms and conditions found here: [www.tierneybrothers.com/SOTC](http://www.tierneybrothers.com/SOTC)

Please inspect product upon delivery. All claims for defective merchandise or errors in shipping must be made within five days after receipt of goods. Clients using their own carriers will be responsible for filing their own freight claims if product is damaged in transit. Returns require an authorization number and must be made within 30 days. Custom orders and "Consumables", such as projector lamps, may not be returned. Returns are subject to restocking fees with the exception of out of box failures and replacements under warranty. Restocking fees varying depending on the product line, expect a minimum charge of 25%.





1771 Energy Park Dr. #100, St. Paul, MN 55108  
800.933.7337 | info@tierneybros.com

## Responsibilities and Conditions

### Client Responsibilities

Contract a licensed electrician to provide high voltage power connections. The system design will determine if optimum placement of outlets is best achieved before or after the installation of the AV equipment. The assigned Project Manager will communicate the specific to you during the project planning. Tierney Brothers recommends that each projector, TV, plasma, LCD, etc. have a dedicated quad electrical outlet.

Provide Tierney Brothers with any existing system design specifications, diagrams, room drawings or other materials that would facilitate completion of the proposed Scope of Integration Services.

All necessary ceiling tile work involved in the installation, unless an alternative has been indicated in the Scope of Integration Services in this proposal.

Prepare, replace, repair or modify any structural or cosmetic changes that Tierney Brothers has made or needs to make. This includes, but is not limited to, ceiling grids, floor tiles, walls and pre-existing equipment. This does not include repair for accidental damage caused by Tierney Brothers.

Confirm area is ready for installation when scheduled. This includes but is not limited to the room being vacated, physical conditions confirmed and owner furnished equipment (OFE) available. If the area is not prepared for installation when scheduled or the client has not notified Tierney Brothers five business days in advance of any schedule change or installation cancellation, there will be a \$350.00 charge. Rescheduling of the installation will be set for a later date as determined by Tierney Brothers.

TBI will not be responsible for the condition and functionality of any existing OFE during the installation process. This includes de-install and reinstall of OFE. Should existing equipment fail or not work properly with our system design, the customer will have the option of sourcing a TBI approved replacement part or TBI will offer a billable replacement alternative. If OFE malfunction causes delays in the installation timeframe, additional billable labor charges may apply.

Clients purchasing SMART product are responsible for loading all SMART software on the applicable computers and connection of these computers to the SMARTboard prior to any scheduled training sessions.

Complete Customer Configuration Worksheets as requested by Tierney Brothers within five business days. This information is required to properly integrate the new equipment with your existing IT infrastructure.

TBI requires access to customer's computer and network at the time of installation to be able to complete installation and testing of the designed system. Return visits to test equipment and functionality may result in additional charges.

TBI's initial estimates assume all work may be completed using standard ladders. If a lift is required, additional charges will be incurred and presented as part of a change request.

For U of M Installations only: University of Minnesota customers are responsible for contacting their Facilities Management Department to coordinate conduit installation for all A/V wire and cable installations.

### Tierney Brothers Responsibilities (Upon Authorization)

Proceed with ordering the specified equipment and preparing a schedule for completion of the proposed services.

Conduct pre-installation site visit (if necessary) involving the main site contact, site facilities representatives and a Tierney Brothers' project manager or a qualified alternate.

Review scope, terms and conditions of the installation with the client at the pre-installation site visit. This will include, but is not limited to electrical, construction and cosmetic responsibilities.

Basic system training, separate from Professional Development, is included in this proposal. This training will be scheduled and completed by a Tierney Brothers' representative at the end of the project installation.

If Professional Development is part of this proposal, sessions must be scheduled within six months of install completion.

Clients purchasing SMARTboards: After the installation of the SMARTboard is complete, the SMARTboard USB connection will be tested using the Tierney Brothers installer's laptop. After system functionality is confirmed, the USB connection will be hooked into the client's computer if it is present in the space.

For safety reasons, Tierney Brothers will not modify/cut the trays on existing white boards or chalk boards. A solution for mounting over the existing board will be proposed. Any modifications to the existing board would need to be made by the customer prior to the arrival for Tierney Brothers' installation personnel.

### **Scheduling**

Installations are typically scheduled six to eight weeks from receipt of the customer's purchase order. Custom ordered product may increase the time needed to complete the proposed services.

Standard service and support is limited to Monday through Friday, 8:00 AM to 5:00 PM central standard time, excluding national holidays. Expanded service hours may be available for an additional charge if determined necessary.

This schedule assumes no delays or obstacles will be encountered in gaining access for the installation.

### **Site Conditions**

Tierney Brothers cannot enter into work in or otherwise disturb any areas containing asbestos.

Tierney Brothers recommends that each Projector, TV, Plasma, LCD, etc. have a duplex receptacle fed off of a dedicated 20 amp circuit available for use. Systems containing multiple racks of amplifiers or other equipment may require additional circuits.

Please initial to acknowledge and authorize the Responsibilities and Conditions presented here. \_\_\_\_\_



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## Proposal Terms

### Accounting Terms

For installations scheduled to take 30 days or less from the first day on site to the last, Tierney Brothers will invoice the total project in full upon substantial completion. Tierney Brothers reserves the right to bill progressively for installations which are scheduled to take more than 30 days on site. The balance is due Net 30 days from the installation completion date, with 2% interest added to unpaid balance.

### Sales Taxes

All applicable sales tax amounts will be charged on the sale of goods or services according to each governing law and remitted to the proper taxing authority. If your organization is tax exempt, please complete an exemption certificate and return to Tierney Brothers.

### Proposal Changes

If additional products or services are requested prior to receipt of your signed purchase order or quote proposal, Tierney Brothers will provide an updated quote proposal, including a revised scope. If additional products or services are requested after receipt of your signed purchase order or quote proposal, Tierney Brothers will provide a change request quote with the requested equipment and scope to detail the requested changes for your approval.

Upon receipt of your signed purchase order or quote proposal, Tierney Brothers will proceed with the authorized services and invoice in accordance with the purchase order or quote proposal. Verbal agreements will not be processed until confirmation, in writing, has been received.

There may be a 20% to 30% restocking fee plus freight charges for those items ordered which have to be returned to the manufacturer due to customer request or by change of order. Custom order products and certain product lines not typically carried by Tierney Brothers may not be returned.

### Other Terms

#### Installation Warranty

See specific warranty coverage program outlined in this proposal.

Repair or replacement service for TBI installed consumer grade monitors/displays are subject to manufacturer warranty and service. TBI does offer de-install/re-install assistance for vendor warranty repair or replacement at an additional charge.

#### Programming Warranty

The programming warranty is 90 days, starting at the commission of the system. Changes or fixes to the system after this time will be billable at our standard service call rates."

#### Labor Classifications and Assumptions

Unless mutually agreed upon in writing prior to executing this agreement, it is the understanding of both parties that Union and/or Prevailing Wage regulations, specifically those contained in 40 U.S.C. 276a-5, or MN Stat § 177.41-177.44, do not apply to the work to be performed under this contract.

Unless travel charges are specified, this proposal assumes Tierney Brothers, Inc. has local certified, licensed and insured technicians available to complete the integration services. In the event, the job site is located in a geographical area where this does not apply or a specific installation time is requested for which this personnel is not available, additional charges may apply.

All hours for installation are assumed to be between 8am and 5pm (normal business hours) unless specified in this proposal. Request for work outside of normal business hours will be subject to the following increased hourly labor rates:

- Second Shift (3:00pm to 10:00pm) will be billed at one and a half times our standard labor rate.
- Weekend or Holiday hours will be billed at two times our standard labor rate.

Requests for installations outside our normal business hours are subject to approval by the Director of Post Sales Integration.

**NOTICE CONFIDENTIAL INFORMATION** - The information in this proposal is proprietary and strictly confidential. It is intended solely for the use of the named parties. If the reader of this proposal is not the intended recipient or the employee or agent responsible to deliver it to the intended recipient, any dissemination, distribution, copying or other use of the information contained in this document is strictly prohibited. If this has been received in error, please notify the responsible party immediately and then delete this proposal from all data storage devices and destroy all hard copies.

Video recording of a Tierney Brothers SMART Certified Trainer or Professional Development session, and copying or distribution of any printed material supplied by Tierney Brothers Inc., is protected content under copyright licensing and can be used only with express permission from Tierney Brothers, Inc. Any video or digital content created during a training session can be used only within the organization paying for such services and cannot be shared online or distributed in any manner.

*This quotation is valid for a period of 90 days.*

Please initial to acknowledge and authorize the Proposal Terms presented here. \_\_\_\_\_



1771 Energy Park Dr. #100, St. Paul, MN 55108  
800.933.7337 | info@tierneybros.com

**Tierney Brothers Premium Warranty Program**  
**Designed for:**  
**City of Mayer**

**Terms and Conditions**

Tierney Brothers, Inc. warrants the installation you have purchased from Tierney Brothers, Inc. from defects in materials and workmanship, under normal use, during the One Year Premium Warranty period. Normal use is defined as operating the system within its designed specifications. Included in the One Year Premium Warranty the customer will receive:

- Unlimited Phone Support
- On-site service
- Discounts on Lamps and Accessories
- Preventative Maintenance Check

Preventative Maintenance Check will be completed toward the end of the one year warranty period. The warranty period commences on the date of customer signoff, at the completion of the install by Tierney Brothers, Inc.

During the warranty period, Tierney Brothers, Inc. will first work to resolve any problems by troubleshooting over the phone. If Tierney Brothers, Inc. Support Specialists determine that the issue cannot be resolved over the phone, a Technician will be dispatched to your location(s) within 24 hours (if necessary) of the original call (Monday through Friday 8:00am – 5:00pm, excluding national holidays). Customers outside of a 150 mile radius of Tierney Brothers, Inc. are subject to mileage and trip charges. If service is required after the One Year Premium Warranty period has expired, the customer will be billed at Tierney Brothers, Inc. current labor rates. If the customer has purchased a Tierney Brothers, Inc. Extended Maintenance Agreement, that will commence at the end of the One Year Premium Warranty. If you would like additional information regarding Tierney Brothers, Inc. Extended Maintenance Agreements, please contact your Tierney Brothers, Inc. Sales Representative at 612-331-5500.

**Obtaining Warranty Service**

To obtain warranty service, please use your custom support portal (support.tierneybrothers.com) and contact us via chat, phone, or email:

<https://support.tierneybrothers.com/>

Click here for a short video explaining how to log in to your support portal your first time:

<http://content.jwplatform.com/players/TpGSX21s-kaM9q1Ga.html>

If you have any questions, please email [support@tierneybrothers.com](mailto:support@tierneybrothers.com) or call us at 800-933-7337. You can also call our advanced support line, 855-612-7762.

**Obtaining Your Preventative Maintenance Check**

Tierney Brothers, Inc. will send out an email 60 days prior to one year warranty expiration requesting the customer go to [www.tierneybrothers.com](http://www.tierneybrothers.com) to schedule their preventative maintenance check. Customers can also call into our Support Specialist at 612-331-5500 or by email at [techservice@tierneybrothers.com](mailto:techservice@tierneybrothers.com) to schedule a Preventative Maintenance Check. Customer may call to schedule Preventative Maintenance Check prior to the 60 day period if they require it done at an earlier date. Preventative Maintenance Checks are done Monday through Friday 8:00am – 5:00pm. Customer is responsible for providing access for up to 2 hours per room for Preventative Maintenance Check. If Customer doesn't schedule their preventative maintenance check before one year warranty has expired, the Preventative Maintenance Check will be void.

**Limitations of coverage**

*The following items are excluded from coverage under the warranty:*

- a. Equipment that has been removed or reinstalled in a different location
- b. Damage or other equipment failure due to causes beyond our control including, but not limited to, operator negligence, the failure to maintain the equipment according to the owner's manual instructions, abuse, vandalism, theft, fire, flood, wind, freezing, power failure, inadequate power supply, acts of war or acts of God.
- c. Any utilization of equipment that is inconsistent with either the design of the equipment or the way the manufacturer intended the equipment to be used.
- d. Premium Warranty covers all hardware related failures. Network or software related failures are not covered under Tierney Brothers, Inc. Premium Warranty.



1771 Energy Park Dr. #100, St. Paul, MN 55108  
800.933.7337 | info@tierneybros.com

**Tierney Brothers Premium Warranty Program**  
**Designed for:**  
**City of Mayer**

- e. Operational or mechanical failure which is not reported prior to expiration of this contract.
- f. Equipment where the serial plate attached to the equipment is removed, defaced or made illegible.
- g. Damage resulting from unauthorized repair, software virus, improper electrical wiring and connections.
- h. Existing Owner Furnished equipment.
- i. Lift and Scaffolding rental is not included.

This maintenance contract refers to:  
**Council Chambers Update**  
**16694 R2**

I have read, understand and agree to the above terms and conditions per the plan elected.

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_



1771 Energy Park Dr. #100, St. Paul, MN 55108  
800.933.7337 | info@tierneybros.com

City of Mayer  
Council Chambers Update  
16694 R2

**Proposal Summary**

*Please Check the Quotes Intended for Purchase Order*

<b><u>A - Council Chambers Update R2</u></b>	
State Contract Total:	\$ 19,919.08
Non Contract Total:	\$ 852.34
<b>Proposal Total:</b>	\$ 20,771.42 <input type="checkbox"/>
<b>Project Total:</b>	\$ <b>20,771.42</b>

6/19/18

Maggie McCallum  
City of Mayer

RE: City Council Chambers A/V

For your consideration, ECSI is pleased to provide you with this proposal for the work associated with the above referenced project. This proposal is inclusive of all material, labor and training as to ensure a complete installation in accordance with the material listed below.

Base System will provide a new wireless microphone system that will be comprised of 6 tabletop directional microphones, 1 gooseneck for the podium and 1 lapel. The audio from each microphone can be adjusted individually based on user. This audio will be mixed and delivered to the existing video recorder for the public cable channel. All the components for this system will be in a wall rack that is lockable. The system will be controlled with a 7" Touchpad mounted in the wall. This keypad will be an easy to use interface that will turn the system on to preset levels but also allow you to adjust the volume levels of each microphone. In addition, this control system is expandable to control projectors and speakers within the room when you add to the system.

Bill of Materials:

Manufacture	Product Description	Quantity
<b>AUDIO HEADEND</b>		
STRONG	WALL RACK 12RU	1
FURMAN	PRO-POWER CONDITIONER	1
REVOLABS	WIRELESS MIC SYSTEM INCLUDES	1
	8 CHANNEL BASE STATION	1
	DIRECTIONAL TABLE TOP MICROPHONES (COUNCIL TABLE)	6
	GOOSENECK 12" MICROPHONE (PODIUM)	1
	WEARABLE LAPEL MICROPHONE(PRESENTATIONS)	1
CRESTRON	12 CHANNEL MIXER	1
MISC	CABLES/CONNECTORS/HARDWARE	1
<b>CONTROL PANEL</b>		
CRESTRON	ROOM MEDIA CONTROLLER	1
CRESTRON	TOUCH SCREEN 7"	1
<b>Installation &amp; Misc</b>		
/IN-012	Installation	1

/MS-003	Design & Engineering	1
/MS-006	Programming	1
/PM-001	Project Management	1
/TR-005	Rack Build	1
/IN-013	Installation Supplies	1
<b>TOTAL \$19,988.00</b>		

ADD ALTERNATE A: \$2,419.00

Hang Client supplied Projector, Add HDMI Input to Wall, Add Manual Pull down screen for projector and program touch panel to turn on/off projector.

ADD ALTERNATE B: \$6,366.00

Add new Sony High Definition 16:10 5000 Lumen Laser Projector, Add HDMI Input to Wall, Add Manual Pull down screen for projector, add 2 speakers over audience area and program touch panel to turn on/off projector.

Pricing includes shipping and tax.

#### Exclusions & Clarifications

- All work performed during normal business hours.
- Painting/Patching by Others

Thank you for the opportunity to provide you with this quotation. If you should have any questions or require further information, please contact me at your convenience.

Sincerely,



Chad Fellman



## Request for Council Action Memorandum – Workshop

---

Item: Waiving – Gambling License

Meeting Date: June 10, 2019

Presented By: Margaret McCallum, City Administrator

### **Recommendations/Council Action/Motion Requested:**

To review and discuss requests related to gambling licenses.

### **Details:**

From time to time, the City receives requests to allow for one-day gambling licenses.

Charitable organizations are allowed to participate in five forms of lawful gambling (bingo, paddlewheels, pull-tabs, raffles and tipboards).

It is regulated by the Minnesota Gambling Board.

Generally, the request to the City is to do one-day (limited to 5) events throughout the year by the non-profit charitable organization. This is different than organizations (bars or restaurants) that do annual ongoing gambling activities.

The organization has to complete the “Exempt Permit” application and get it approved by the City for locations within the City before it can send it into the State of Minnesota for final approval.

There was a question from the Council regarding the different between the following CITY APPROVAL section options:

“The application is acknowledged with no waiting period”

And

“The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days”.

Staff did some research and State Statute requires organizations to submit applications for gambling 30 days prior to an event.

Nonetheless, the State does allow the City of local entity to waive the waiting period.

STATE STATUTE:

(4) the organization notifies the local government unit 30 days before the lawful gambling occasion, or 60 days for an occasion held in a city of the first class;

Staff is looking for direction on how to proceed with these requests in the future.

**Attachments:**

LG220 Application for Exempt Permit Document.

City of Mayer Gambling Ordinance.

## **GAMBLING**

### **§ 112.10 PURPOSE.**

(A) The City Council recognizes that, although lawful gambling as authorized by M.S. §§ 349.11 through 349.22 may not appeal to all members of society, it is an activity that is engaged in by a significant portion of the population and the financial profits therefrom may or may not be used for the benefit of society without the enforcement provisions of the Minnesota Statutes.

(B) The City Council further recognizes that fraternal, religious, veterans and other nonprofit organizations provide a much needed and useful service to mankind and the City Council is especially appreciative of the goals and objectives of such organizations established within the City of Mayer. The Council commends these organizations for their contributions to worthy causes within and without the City of Mayer, and, accordingly, the Council supports the purposes for which M.S. §§ 349.11 through 349.22 were adopted.

(C) The ability to obtain a license under M.S. §§ 349.11 through 349.22 to conduct lawful gambling within the City of Mayer is a privilege granted by the State of Minnesota and the City of Mayer and not a right guaranteed by the Constitution of the United States of America or the State of Minnesota. Accordingly, in addition to the purposes for which M.S. §§ 349.11 through 349.22 were adopted, the purpose of this subchapter is to ensure that licenses to conduct lawful gambling within the City of Mayer are issued only to organizations who can be expected to expend the profits from such gambling for lawful purposes within the City of Mayer or to benefit residents of the city and its immediate surrounding area.

(Ord. 104, passed 3-18-02)

### **§ 112.11 ADOPTION OF MINNESOTA STATUTES PERTAINING TO LAWFUL GAMBLING.**

Minnesota Statutes §§ 349.11 through 349.22 are hereby adopted by reference and made a part of this subchapter as completely as if the statutes were fully set forth herein.

(Ord. 104, passed 3-18-02)

### **§ 112.12 RESTRICTIONS ON GAMBLING SITES.**

No more than one licensed organization may conduct lawful gambling on any premises at which there is a gambling site at any one time. All leases pertaining to lawful gambling shall state the days of the week and times during which a licensee may conduct lawful gambling on the premises. This prohibition shall, however, not apply to the conducting of raffles.

(Ord. 104, passed 3-18-02)

### **§ 112.13 RESTRICTIONS ON LOCATION OF LAWFUL GAMBLING.**

Lawful gambling consisting of the use of paddlewheels, tipboards and pull-tabs may only be conducted by a licensed organization on premises owned by such organization or on premises leased by such organization and which premises has a valid “on-sale” liquor license issued by the City of Mayer pursuant to the Code of Ordinances of the City of Mayer, or at the Mayer Community Center upon request by the licensed organization which request shall be subject to approval by the City Council on a case-by-case basis.

(Ord. 104, passed 3-18-02)

### **§ 112.14 ORGANIZATIONS QUALIFIED FOR LAWFUL GAMBLING LICENSES.**

Approval of applications for lawful gambling licenses pursuant to M.S. §§ 349.11 through 349.22 shall be granted by the City of Mayer only to organizations qualified under the Minnesota Statutes and in which 50% or more of the active members of such organization reside within the City of Mayer and which such organization meets regularly at least once per month and at least 90% of such regularly scheduled meetings are conducted within the City of Mayer.

(Ord. 104, passed 3-18-02)

### **§ 112.15 REQUIREMENT FOR EXPENDITURE OF PROFITS.**

(A) *Ten percent of net profits.* A licensed organization must contribute from its net profits, as defined in M.S. § 349.213, derived from lawful gambling activities conducted within the city, 10% per year thereof to a fund hereby established, administered and regulated by the city, without cost to such fund, for disbursement by the city for all lawful purposes.

(B) *Fifty percent of gross profits.* In addition to the contribution required by division (A) above, a licensed organization must expend not less than 50% per year of its gross profits derived from lawful gambling activities conducted within the city on lawful purposes conducted or located within the City of Mayer trade area. The City of Mayer’s trade area is defined as the City of Mayer, Camden Township, Hollywood Township, Watertown Township and Waconia Township.

(Ord. 104, passed 3-18-02)

MINNESOTA LAWFUL GAMBLING  
**LG220 Application for Exempt Permit**

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

**Application Fee (non-refundable)**

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

**ORGANIZATION INFORMATION**

Organization Name: \_\_\_\_\_ Previous Gambling Permit Number: \_\_\_\_\_

Minnesota Tax ID Number, if any: \_\_\_\_\_ Federal Employer ID Number (FEIN), if any: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Name of Chief Executive Officer (CEO): \_\_\_\_\_

CEO Daytime Phone: \_\_\_\_\_ CEO Email: \_\_\_\_\_  
 (permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): \_\_\_\_\_

**NONPROFIT STATUS**

Type of Nonprofit Organization (check one):

Fraternal       Religious       Veterans       Other Nonprofit Organization

**Attach a copy of one of the following showing proof of nonprofit status:**

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

**A current calendar year Certificate of Good Standing**  
 Don't have a copy? Obtain this certificate from:  
 MN Secretary of State, Business Services Division  
 60 Empire Drive, Suite 100  
 St. Paul, MN 55103  
 Secretary of State website, phone numbers:  
[www.sos.state.mn.us](http://www.sos.state.mn.us)  
 651-296-2803, or toll free 1-877-551-6767

**IRS income tax exemption (501(c)) letter in your organization's name**  
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

**IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**  
 If your organization falls under a parent organization, attach copies of both of the following:  
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and  
 2. the charter or letter from your parent organization recognizing your organization as a subordinate.

**GAMBLING PREMISES INFORMATION**

Name of premises where the gambling event will be conducted  
 (for raffles, list the site where the drawing will take place): \_\_\_\_\_

Physical Address (do not use P.O. box): \_\_\_\_\_

Check one:  
 City: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_  
 Township: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Date(s) of activity (for raffles, indicate the date of the drawing): \_\_\_\_\_

Check each type of gambling activity that your organization will conduct:  
 Bingo       Paddlewheels       Pull-Tabs       Tipboards       Raffle

**Gambling equipment** for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to [www.mn.gov/gcb](http://www.mn.gov/gcb) and click on **Distributors** under the **List of licensees** tab, or call 651-539-1900.

**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)**

<p style="text-align: center;"><b>CITY APPROVAL for a gambling premises located within city limits</b></p> <p>_____ The application is acknowledged with no waiting period.</p> <p>_____ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).</p> <p>_____ The application is denied.</p> <p>Print City Name: _____</p> <p>Signature of City Personnel: _____</p> <p>_____</p> <p>Title: _____ Date: _____</p> <div style="border: 1px solid black; padding: 10px; text-align: center; margin-top: 20px;"> <p><b>The city or county must sign before submitting application to the Gambling Control Board.</b></p> </div>	<p style="text-align: center;"><b>COUNTY APPROVAL for a gambling premises located in a township</b></p> <p>_____ The application is acknowledged with no waiting period.</p> <p>_____ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p>_____ The application is denied.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>_____</p> <p>Title: _____ Date: _____</p> <p><b>TOWNSHIP (if required by the county)</b> On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date: _____</p>
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**CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)**

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature must be CEO's signature; designee may not sign)

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

<b>REQUIREMENTS</b>	<b>MAIL APPLICATION AND ATTACHMENTS</b>
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<p><b>Complete a separate application for:</b></p> <ul style="list-style-type: none"> <li>• all gambling conducted on two or more consecutive days; or</li> <li>• all gambling conducted on one day.</li> </ul> <p>Only one application is required if one or more raffle drawings are conducted on the same day.</p> <p><b>Financial report to be completed within 30 days after the gambling activity is done:</b> A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.</p> <p>Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).</p>	<p><b>Mail application with:</b></p> <p>_____ a copy of your proof of nonprofit status; and</p> <p>_____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is <b>\$100</b>; otherwise the fee is <b>\$150</b>. Make check payable to <b>State of Minnesota</b>.</p> <p><b>To:</b> Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p> <p><b>Questions?</b> Call the Licensing Section of the Gambling Control Board at 651-539-1900.</p>
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<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the</p>	<p>application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-</p>	<p>ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management &amp; Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
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This form will be made available in alternative format (i.e. large print, braille) upon request.