

LEGAL NOTICES

CITY OF TWO HARBORS RESOLUTION NO. 4-118-21

AUTHORIZING A SUMMARY OF ORDINANCE AN ORDINANCE RENEWING A FRANCHISE TO PINPOINT MINNESOTA, LLC TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE CITY OF TWO HARBORS; SETTING FORTH CONDITIONS ACCOMPANYING THE RENEWAL OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM; AND PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS

WHEREAS, the City Council has adopted Ordinance No. 121 Second Series, an Ordinance Renewing a Franchise to Pinpoint Minnesota, LLC to Construct, Operate and Maintain a Cable Television System in the City of Two Harbors, Setting Forth Conditions Accompanying the Renewal of the Franchise, Providing Regulation and Use of the System and Prescribing Penalties for the Violation of its Provisions (herein "Ordinance"); and

WHEREAS, the Minnesota Statutes Section 331A.01 Subd. 10 (2020) authorizes the City Council to publish a summary of an ordinance; and

WHEREAS, the Ordinance is quite lengthy; and

WHEREAS, the City Council desires to publish a summary of the Ordinance; and

WHEREAS, a summary of the Ordinance has been prepared and attached hereto as Exhibit A; and

WHEREAS, a copy of the full text of the Ordinance is available for review at the Two Harbors Library, 320 Waterfront Drive, Two Harbors, MN 55616 during regular business hours.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Two Harbors, Minnesota, as follows:

- That a summary attached hereto as Exhibit A of the Ordinance be published in lieu of the publication of the entire Ordinance; and
- The City Council hereby authorizes and directs the City Administrator to publish the summary attached hereto as Exhibit A once in the Northshore Journal.

ADOPTED, this 26th day of April A.D., 2021.

Benjamin Redden, President, City Council

ATTEST: Patricia D. Nordean, City Clerk

APPROVED, by the Mayor of the City of Two Harbors this 27th day of April 2021.

Christopher M. Swanson, Mayor

EXHIBIT A

SUMMARY OF ORDINANCE NO. 121, SECOND SERIES, AN ORDINANCE RENEWING A FRANCHISE TO PINPOINT MINNESOTA, LLC TO CONSTRUCT, OPERATE AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE CITY OF TWO HARBORS, SETTING FORTH CONDITIONS ACCOMPANYING THE RENEWAL OF THE FRANCHISE, PROVIDING REGULATION AND USE OF THE SYSTEM AND PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS

The City Council of Two Harbors, Minnesota ("City") has approved Ordinance No. 121 which renewed a franchise with Pinpoint Minnesota, LLC ("Pinpoint") to construct, operate and maintain a cable television system in the City of Two Harbors, setting forth conditions accompanying the renewal of the franchise, providing regulation and use of the system and prescribing penalties for the violation of its provisions (herein "Ordinance"). The entire Ordinance is available for review at the Two Harbors Public Library during normal business hours.

ness hours.

Purpose The purpose of this Ordinance is to expand development and continue operation of a cable communications system. Such expansion and continued operation may achieve better use of and improvement of public services.

Definitions The Ordinance contains a lengthy definition section. Please refer to the full Ordinance, on file at the Two Harbors Public Library, for definitions of words used herein.

Grant of Franchise and General Provisions. This Ordinance makes it unlawful for any person to construct, operate and maintain a cable communications system or provide cable programming or service in the City unless such person has first obtained and holds a valid Franchise Agreement. All Franchise Agreements granted by the Ordinance shall contain substantially the same terms and conditions and not be any more or less favorable to Pinpoint. The Ordinance grants Pinpoint a nonexclusive Franchise Agreement to construct and operate a cable system in any way connected to the public ways within the service area as defined by the Ordinance. The Franchise Agreement granted to Pinpoint shall be effective for a period of ten (10) years from the date. Pinpoint shall be subject to a technology and service review upon the second and fifth year in order to determine whether Pinpoint met the terms and conditions set by this Ordinance. For detailed summary of the technology and service goals, please refer to the full-length Ordinance posted at the Two Harbors Public Library during normal business hours.

Standards of Service. The Ordinance requires Pinpoint to provide cable services to all residences in the service area and density requirements. Also established by this Ordinance are service standards by which Pinpoint must adhere to. Such standards include, but are not limited to, installing a cable system, including all lines and structures both above and underground, which minimally interfere with the rights and convenience of property owners along the public ways, obtaining necessary permits prior to commencing any construction upgrade or extension of the cable system, and repairing, at its expense, any damage to property which is disturbed or damaged during the construction, repair, replacement, operation, relocation, maintenance or reconstruction of the cable system.

Should the City be required to perform any road, sewer or other utility work along the cable system, the removal and replacement of such cables shall, upon reasonable notice to Pinpoint, be at the sole expense of Pinpoint. In addition to the removal and replacement of any part of the cable system, Pinpoint is responsible for maintaining the cable system by providing such services such as trimming tree branches which overhang the streets, sidewalks or public easements of the City so as to prevent such branches from coming into contact with Pinpoint's wires or cables. If any funds are available to any person using the public way for the purpose of defraying the cost of any of the work described by the full text Ordinance, the City shall reimburse Pinpoint in the same manner in which other persons affected by the requirement are reimbursed.

Pinpoint shall also be required to install its cables, wires and other facilities underground in all areas of the City where all utility lines are placed underground. Should an amplifier box or mounted pedestal be reasonably required, it shall be of such size and design and be located as to not be unsightly or unsafe. In addition to the requirements set by the Ordinance for underground cable systems, the installation of any poles, conduits or wire-holing structures shall be erected or installed by the Pinpoint with prior approval from the City regarding the location, height, type and other pertinent aspects.

Pinpoint is required to install and maintain all aspects of the cable system in accordance with the requirements of the most recent addition of the National Electronic Safety Code and all FCC, national, state and local regulations and in such manner that they will not interfere with any installations of the City or of any public utility serving the City. In addition to the requirements set by the authorities listed above, Pinpoint is required to use reasonable care and shall install and maintain nothing less

than the commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public.

The City shall include Pinpoint in the platting process for any new subdivision. At a minimum, the City shall, prior to issuing a permit for open trenching to any utility or developer, give Pinpoint ten (10) days advance notice of the availability of an open trench and that the utility or developer provide Pinpoint open access to such open trench.

This Ordinance provides for internet access to be provided to City buildings described in the full text Ordinance located within two hundred (2002) of the cable system. The City shall take appropriate measures to prevent misuse or damage to the internet system.

Regulation by Franchising Authority. Pinpoint shall pay to the City a franchise fee in the amount equally to the maximum amount permitted under federal law, which is presently at five percent (5%) of its annual gross revenues. Pinpoint may, at its sole discretion, allocate revenue between cable services and non-cable services on bundled packages of services. However, such allocation shall not violate this Ordinance or have the effect of remitting an unfair or unlawfully disproportionate payment of franchise fees to the City.

The Ordinance establishes the franchise fees payable which are the contractual obligations of Pinpoint to the City. The fees set by the Ordinance have been determined based upon good faith bargaining between the City and Pinpoint. Each payment presented to the City shall be accompanied by a written report. Such report is to be verified by an authorized representative of Pinpoint. The report shall contain a summarized and accurate statement as well as detail of Pinpoint's gross revenue and the computation of the payment amount. The City shall, at a maximum of an annual basis, conduct an independent audit of Pinpoint's records reasonably related to the administration or enforcement of the Ordinance. The rights to perform such audit shall expire three (3) years after each franchise fee payment has been made to the City.

The City may regulate the rates for provision of the basic cable service and equipment as expressly permitted by federal law. A list of Pinpoint's current subscriber rates and charges shall be on file with the City and available for public inspection. Pinpoint shall provide City and its subscribers a written notice in a rate change or charge no less than thirty (30) days prior to the effective date of the change. The City may exercise its jurisdiction over rates or proposed changes and hold a public hearing for the consideration of views of interested parties.

The Ordinance allows Pinpoint the right to market its cable services by door-to-door sales during reasonable hours consistent with local ordinances and regulations. However, the Ordinance prevents Pinpoint from participating in deceptive sale procedures when marketing within the franchise area.

This Ordinance requires Pinpoint to develop and maintain customer service procedures which meet or exceed the standards established by FCC regulations. Such procedures include operating and maintaining a toll-free telephone number to handle customer complaints or requests, performing repair requests within a twenty-four (24) hours of the request, preparing and maintaining a written record if all complaints and the resolution of such complaints, establishing a refund policy in the event a subscriber wishes to terminate the service and receives less than a full months service. Furthermore, Pinpoint shall submit to the City a subscriber contract for public inspection during normal business hours.

Should the City and Pinpoint renew the Franchise Agreement, then such renewal shall be in compliance and be governed by the renewal provisions of federal and state law. If the renewal or extension of the Franchise Agreement be denied or lawfully terminated and the City lawfully acquires or transfers ownership of the cable system or another qualified party, such acquisition or transfer shall be at the price determined pursuant to provisions set forth in Section 627 of the Cable Act. Pinpoint shall be given at least twelve (12)

months to transfer its cable system to a qualified third party. During the twelve (12) month period, Pinpoint must still continue operation and maintenance of its cable system.

Access Provisions. The City or its designee is required by the Ordinance to operate, administer, promote and manage access to the operation of public, education and government programming ("PEG"). Pinpoint is required by this Ordinance to provide the channel currently in use by the City for PEG access. The City may request additional PEG access channels for the purposes of educational programming within the school district. Pinpoint is required by this Ordinance to provide to each of its subscribers who receive all or some of the total services offered by Pinpoint at least two (2) specially designated access channels available for use by the general public on a first come, first serve, nondiscriminatory basis. For specific regulations applying to the use of specially designated access channels, such as the quality of the channels, the charges for use and the access rules, please refer to the full text Ordinance available for review at the Two Harbors Public Library during normal business hours.

Operation and Administration Provisions. The City or other designee shall have continuing regulatory jurisdiction and supervision over the cable system and Pinpoint's operation under the franchise. The City may appoint a Cable Commission to monitor the performance of Pinpoint under the franchise and advise the City of the same. The Ordinance provides that all programming decisions shall remain the sole discretion of Pinpoint. Provided that Pinpoint notifies the City and its subscribers in writing within thirty (30) days prior to any channel additions, deletions or realignments, which is all further subject to Pinpoint's signal carriage.

The Ordinance requires that Pinpoint provide effective service, make prompt repairs and interrupt service only for good cause and for the shortest time possible. Pinpoint is also required to employ technical standards, which are at minimum, the technical standards required by the FCC. The City may require special testing of a location or locations within the system if there is a particular matter of controversy or unresolved complaints pertaining to such locations. Such testing shall be limited to the particular matter in controversy and must be minimized to avoid hardship or inconvenience to Pinpoint or the subscribers. If the testing reveals the difficulties to be caused by factors which are beyond Pinpoint's reasonable control, then the cost of said test shall be at the City's expense.

Books and Records. The Ordinance establishes that the City may, upon thirty (30) days written notice to Pinpoint, review such books and records of Pinpoint's business office, during normal business hours and on a nondisruptive basis, to ensure compliance with the terms of the Ordinance. In addition, the results of tests required to be filed by Pinpoint with the FCC must also be copied to the City.

Insurance and Indemnification. The Ordinance requires that Pinpoint meet specific insurance requirements and obtain a performance bond. The insurance required by this Ordinance shall be in full force and effect, at Pinpoint's own cost and expense and in amount designated by the City. In addition, Pinpoint is required to furnish a performance bond to the City in the amount of Twenty-five Thousand and No/ Dollars (\$25,000.00) in a form and with such sureties as reasonably acceptable to the City. For specifics, including details regarding additional required bonds, collections against bonds and security funds, on the insurance and bond requirements, please refer to the full text Ordinance available at the Two Harbors Public Library during normal business hours.

Enforcement and Termination of Franchise. In the event of a dispute regarding compliance of a material term of this Ordinance, the Ordinance requires that the City and Pinpoint first informally discuss the matter. Should the discussions fail to resolve the matter, then the City shall notify Pinpoint in writing of the exact nature of the alleged noncompliance. Upon receipt of notice, Pinpoint is provided with thirty (30) days to respond and either contest the assertion of noncompliance or to make steps to cure the default. Should Pinpoint fail to respond to the notice or if the de-

fault is not remedied within thirty (30), the City shall hold a public hearing on the matter. After such hearing is held, the City may seek equitable relief or seek to revoke the Franchise Agreement if the non-compliance is ongoing and substantial. For details on the revocation process, force majeure or the abandonment of service, please refer to the full-length Ordinance available at the Two Harbors Public Library during normal business hours.

Protection of Individual Rights. As established by the Ordinance, Pinpoint shall not deny service or access or to otherwise discriminate against subscribers or general citizens. In addition, Pinpoint shall comply at all times with all other applicable federal, state and local laws, and all executive and administrative orders relating to nondiscrimination. This Ordinance also requires that Pinpoint maintain subscriber privacy regarding their viewing habits or monitoring and other data obtained by information transmission of a signal from a subscriber's terminal. For details on the subscriber privacy, please refer to the full-length Ordinance available at the Two Harbors Public Library during normal business hours.

Connections and Modifications. This Ordinance prohibits any other entity or person other than Pinpoint from making connections, modifications, removal or destruction of the cable system. Any person or entity found in violation of this Ordinance shall be guilty of a misdemeanor for each and every subsequent offense.

The foregoing is a summary of a lengthy and complicated Ordinance. The full text of the Ordinance is on file at the Two Harbors Public Library, 320 Waterfront Drive, Two Harbors, MN 55616, during regular business hours.

If there are any inconsistencies between this summary and the full text of the Ordinance, the terms of the full Ordinance shall govern.

The Ordinance is effective after all of the following occur: Thirty (30) days after approval by the City Council; execution by the Mayor and City Clerk; execution of Pinpoint; the publication of this summary.

ORDINANCE NO. 121, SECOND SERIES

AN ORDINANCE OF THE CITY OF TWO HARBORS, MINNESOTA, DETERMINING TO HOLD SECTIONS 2.77, PROJECT LABOR AGREEMENTS, IN ABEYANCE UNTIL THIS ORDINANCE IS AMENDED BY THE CITY COUNCIL OF THE CITY OF TWO HARBORS

A. Section 2.77, Project Labor Agreements, of the Two Harbors City Code provides as follows

"SEC. 2.77, PROJECT LABOR AGREEMENTS

A project labor agreement, in substantially the form adopted by resolution of the City Council from time to time and kept by the City as a

public document, shall be required to be used on each City construction project, with a total estimated construction cost of \$150,000.00 or more. The City shall implement the project labor agreement requirement by requiring adherence to the project labor agreement in the specifications in the construction bidding documents for the applicable project. No contractor shall be required to be or become a party to a collective bargaining agreement in order to qualify to work under a project labor agreement for a particular City project."

B. In a lawsuit captioned Christian Labor Association, et al. ("Plaintiffs") v. City of Duluth, et al. ("Defendants"), No. 0:21-cv-00227-DWF-LIB ("Lawsuit"), Plaintiffs claimed that the Cities requirement for a project labor agreement was unconstitutional and violated federal antitrust laws.

C. The City Council does not have a present project labor agreement that will be impacted by the Law-suit.

D. The City does not want to be involved in the Lawsuit.

E. The City Council desires to hold the requirements of Section 2.77 of the City Code in abeyance until further action by the City Council.

BASED ON THE FOREGOING, THE CITY COUNCIL HEREBY ORDAINS AS FOLLOWS:

Section 1. Suspension of Section 2.77. Section 2.77, Project Labor Agreements, of the Two Harbors City Code is hereby determined to be suspended and held in abeyance until this Ordinance is amended by further action of the City Council.

Section 2. Effective Date. This Ordinance shall be effective (a) thirty (30) days after (1) its passage and (2) approval by the Mayor, and (b) upon its publication once in the legal newspaper for the City of Two Harbors.

ADOPTED, this 26 day of April, A.D., 2021.

Benjamin Redden, President, City Council

ATTEST: Patricia D. Nordean, City Clerk

APPROVED, by the Mayor of the City of Two Harbors this 27 day of April, 2021

Christopher M. Swanson, Mayor

Adopted: April 26, 2021
Published: May 14, 2021
Effective Date: May 26, 2021

Northshore Journal: May 14, 2021

VanHouse Construction

• Dirtwork • Excavation • Concrete Work
• Home Building & Remodelling

Steve VanHouse
General Contractor
Lic. # 20077107

23 Marks Drive Cell: 218.220.1212
Silver Bay, MN 55614 House: 218.226.4233
www.northernconsultinganddev.com

HEALTH & WELLNESS GUIDE

Call 226-3335 to place your ad today!

1451 Hwy 2, Two Harbors
218-834-2586
www.bodiesinbalancecmn.com

Bodies in Balance
"Your Therapy, Your Choice"

- Physical Therapy
- Exercise Classes
- Sports Therapy
- Fitness Center
- Massage

COOK COUNTY WholeFoods CO-OP

Online Ordering + Curbside Pick Up is available Monday-Friday, 11-6pm
Check our website for info and ordering!

Open 7 Days a Week | 10am - 7pm
Organic, Local & Natural Groceries | Fresh Bakery Items
Hot Coffee | Cold Drinks | Grab & Go Deli | Wellness Products

20 E 1st St, Grand Marais | cookcounty.coop | 218.387.2503

Organic Consumers Association
Campaigning for Health, Justice, Sustainability, Peace, & Democracy

Visit us on Facebook or subscribe to our newsletter to learn more.

6771 South Silver Hill Drive, Finland, MN
218-226-4164
organicconsumers.org fb.com/organicconsumers

Sutherland CBD
4431 E. Superior St.
Duluth, MN
218.464.1002
www.sutherlandcbd.com

99 Edison Blvd., Silver Bay
218-226-3985

WILDLY ORGANIC

Organic Natural Foods

10% Local Discount!

Century 21 Atwood

Chris Mattila, REALTOR
218-220-0334 • cmattila@mchsi.com
Ashley LeBlanc, REALTOR,
218-220-8969 • aleblanc@c21atwood.com
Crystal Peterson, REALTOR,
218-220-0416 • cpeterson@c21atwood.com

Silver Bay & Surrounding Area

- 38 Hays Cir, SB MLS6096027: Back to the woods, PENDING, 1 BA, 2+ car Gar., new flooring, insulation, fireplace, fenced backyard. **\$139,900**
- 4818 Birch Ln, SB MLS6096453: 2BR mobile home w/beautiful views of Lax Lk., 50 ft. lake frontage. **\$135,900**
- 80 Edison Blvd, SB MLS6096545: 2 BR home w/ main flr. open concept, full bsmt, smart siding, 2+ car det'd gar., deck. **\$155,900**
- 5747 Hoist Lake Rd. MLS6095898: 40 acres w/ 1500 ft of Bluebill Lake frontage, rolling terrain, mature trees, 2 BR Mobile home, Seasonal. **\$129,900**
- XXX Panoramic Dr., Silver Bay, MLS #6096055: 11.4 Wooded acres with views of Lk. Superior. **\$79,900**
- XX Marks Dr, SB: 3 - Large residential building sites w/city water, sewer, curb & gutter, back to woods **\$45,000 each**
- 6249, 6251 HWY 1 SB, MLS6093422: Unique Property situated on 3.28 acres, Main house, Cabin, & Lg garage w/apartment above. **Reduced \$167,000**
- 826 Slater Dr, BB, MLS #6094890: Lk Superior waterfront property w/city water & sewer on the North Shore in Beaver Bay. Features a raised ranch style 3BR, 2 BA house w/att'd 2 car garage, patio doors, lg. water heater, off peak heat from newer elec. boiler, lakeside decks, & access to Lake Superior's shoreline. Close to the Gitchi Gammi Bike trail & Superior hiking trail. **\$615,000**
- 1035 Main St, BB, MLS6089682: Lot/Land. Spacious lot in Beaver Bay right off of Hwy 61, w/ power, city water & sewer hookups & view of Lake Superior. A great place to build your new home! Feel free to walk the property. **\$55,000**
- 309 Old Towne Rd, BB, MLS6089661: Great business opportunity in Beaver Bay! The Mother Load Laundromat located behind Holiday Station. Incl: all fixtures & inventory (washers, dryers, change & soap machine). Turn key business, perfect opp. to be your own boss! Bldg dimensions: 24x50 & 36x44 cold storage garage w/concrete slab, 2-12x12 overhead doors and 1-9x7 overhead door. **\$300,000**