

**CITY OF FALCON HEIGHTS**  
Regular Meeting of the City Council  
City Hall  
2077 West Larpenteur Avenue

**AGENDA**  
August 28, 2019 at 7:00 P.M.

- A. CALL TO ORDER:
  
- B. ROLL CALL: Vacant\_\_\_ LEEHY\_\_\_ HARRIS\_\_\_  
                  MIAZGA \_\_\_ GUSTAFSON\_\_\_  
  
STAFF PRESENT: THONGVANH\_\_\_
  
- C. PRESENTATION
  
- D. APPROVAL OF MINUTES:
  - 1. August 14, 2019 City Council Meeting Minutes
  
- E. PUBLIC HEARINGS:
  
- F. CONSENT AGENDA:
  - 1. General Disbursements through: 8/22/19 \$342,425.79  
    Payroll through: 8/15/19 \$22,608.26
  - 2. Adopting Findings of Fact for a Variance Request for 1800 Albert Street
  
- G: POLICY ITEMS:
  - 1. Century Link Settlement Agreement
  
- H. INFORMATION/ ANNOUNCEMENTS:
  
- I. COMMUNITY FORUM:
  
- J. ADJOURNMENT:

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- B. ROLL CALL: Vacant \_\_\_ LEEHY\_X\_\_ HARRIS\_X\_\_  
MIAZGA\_X\_\_ GUSTAFSON\_X\_\_

STAFF PRESENT: THONGVANH\_X\_\_

- C. PRESENTATION  
1. Neal Kwong Award – Alia Tang

Alia Tang

I joined a Minnesota youth environmental activists group, which connected me with iMatter. This organization supports youth in leading campaigns to push their city governments to take more measures to conserve the environment and prevent climate change. I started a group in St. Paul that represents four different high schools. Over the next few months, my team and I researched our city's current climate policies, met with city government members, researched climate action in other cities, and finally wrote a resolution and presented to the city council. Unfortunately, I left for a yearlong exchange in Mexico a couple of weeks before our group presented the resolution, so I passed on the leadership to two very capable team members who continued on the project.

The iMatter campaign was the focus of my senior project, but it was not all that I did. I attended various protests throughout the year, lobbied at the State Capitol, volunteered weekly at Twin Cities Tutors, an organization that tutors mainly low-income and/or immigrant children in their schoolwork. I am very proud of everything that I accomplished during that project - I learned a lot, developed my leadership skills, and enjoyed being able to have time in my day to give back to my community. I was also able to meet so many people with the same passion. Finally, I would like to thank the Kwong family for taking a tragic event and turn it into something positive for the community. Thank you for recognizing how important volunteerism, leadership, and citizenship are for a healthy community.

- D. APPROVAL OF MINUTES:  
1. July 24, 2019 City Council Meeting Minutes

Approved 4-0

E. PUBLIC HEARINGS:

F. CONSENT AGENDA:

1. General Disbursements through: 8/07/19 \$257,328.55  
Payroll through: 7/31/19 \$46,058.71
2. Approval of License(s)
3. Nomination of Esha Seth to Environment Commission
4. Investments through the 4M Fund

Council Member Leehy

I have the opportunity to meet Esha Seth at different city events. I am happy to see her serve the Environment Commission and giving back to the community.

City Administrator Thongvanh

Morgan Stanley has decided that a \$10 million investment fund is needed to maintain our investments with them. The city does not have the amount and will need to move the investments from them. The 4M fund is an excellent alternative.

Approved 4-0

G: POLICY ITEMS:

1. Variance Application for 1800 Albert Street

City Administrator Thongvanh

Mr. Todd Thun and Ms. Marsha Keppel have completed an application for a variance request at their property, located at 1800 Albert Street. The property owners would like to build a three-stall garage near the existing footprint, at an 8-foot corner-side yard setback, which would expand the nonconformity. Thus, they have requested a variance from the required corner-side yard setback.

Mr. Thun and Ms. Keppel applied for a similar variance in 2005. At that time, the request was for a variance to allow a garage to be built on the same/current setback. Both the Planning Commission and City Council denied the variance request. The Planning Commission held a public hearing on July 23, 2019 to consider the variance. Mr. Thun and a few of his neighbors spoke in favor of granting the variance. The Planning Commission voted 3-1 to recommend approving the variance. Staff recommends denying the variance because the proposed garage and its location do not meet all criteria for granting a variance.

Todd Thun (1800 Albert St)

Between 2005 and now, the variance code has changed. We want to rebuild the garage so it is close to the house, farther off the street, and having it close to the house is reasonable especially during the winter season. It was suggested that we move the garage to the back of the property where there is more space; however, it will be 100-150 feet away from the house. We think wanting to have a garage close to the house is a reasonable use.

Will the public be better off if we grant the variance? The answer is yes. If the variance ultimately is not approved, then we will rebuild the garage on the existing footprint. We are not going to walk a hundred, 150 feet to a garage in the back of the lot in the winter. I am not saying that what we are proposing is a perfect solution, but we are trying to meet the city and the public's interest in getting that garage as far off the street. That is what this variance accomplishes. If you vote for the variance, you are going to have the setback situation improved. If you vote against the variance, then the cars are going to be sticking out in the street for another 30 to 40 years. I think the variance presents the city with the unique opportunity to have a win-win situation.

Dan Schaefer (1788 Albert St)

The whole neighborhood is in favor of it. The first factor is that precedent is not the issue. The second factor is being reasonable, 100-150 feet from his house is not reasonable, and his solution is reasonable. The main risk is not the measurement but the distance from the road. We strongly suggest that you look at this matter.

Nina Samuels (1801 Albert St)

One, I see this as a potential improvement for everyone. As Todd stated, it is not a perfect solution, but it is a good solution. We urge you to approve the variance.

John Duncan (1753 Albert)

You are taking the property and disallowing anything because you are trying to apply new codes to the existing properties. I would like to support this variance. They are great neighbors. Why are you disallowing things like this to improve the neighborhood?

Earl Schwartz (1801 Albert St)

If there were some reluctance to raise the issue of precedent, I would do it in this regard. I would like to hear from any council member who would vote against the request for the variance explain why they would choose to overlook or neglect a strong, adamant, and clear decision of a duly constituted committee of this city is recommending that the variance be granted. The purviews of the council that you know, understand, or believe that you think that commission did not know, understand, or believe otherwise to ignore the precedent that the condition establishes is a serious problem.

Akli Mansouri (1797 Hamline Ave)

Have you ever thought that if he has a 3 car garage maybe they will not be any cars outside? If there is enough space in there, then you will put the car inside and the street will be empty. I walk and drive by the house every day, and the cars are always sticking out. It can cause accidents, is not safe for children and everybody who are parking on the street. It is a hazard right now. If you approve the variance, you will remove the hazard.

Council Member Miazga

I am supporting the variance because if we are going to save three feet, then it will be safe for children who are walking on Garden Avenue and if we plan to put sidewalks there.

Council Member Harris

I am going to vote against the variance request because there are other options and the property owner does not want to use them. It is also important to support the code.

Mayor Gustafson

I am going to vote to deny the application. If you are going to build a new garage or keep existing, you still have to follow the code.

The City Council has voted against commission recommendations in the past because we need to follow the code.

Mayor Gustafson Moved to deny the variance, Approved 3-1

H. INFORMATION/ANNOUNCEMENTS:

Council Member Miazga

- Environment Commission is working on changing the native plant-pollinator ordinance draft.

Council Member Leehy

- Parks and Recreation met on August 5. We discussed the success of the garden in a box and will have it again next year. We also talked about bringing new summer programs for next year and have programs end in August instead of July.
- Curtiss Field basketball court is in its proximity to being completed.

Council Member Harris

- I have missed some city meetings due to family events. I took my family to the Community Park playground and was happy to see it still in good shape.

Mayor Gustafson

- Community Engagement Commission will meet on Monday, August 19 at 7pm. We will discuss topics for Human Rights Day, which is on Tuesday, December 16.
- Cultivating a Caring Community - Gary Area Thinking will be on Monday, November 18. The third guest speaker is Ellen Krug. All are welcome to the event.
- Minnesota State Fair is from August 22 - September 2. I will be at the fair on Thursday, August 22, and will kick off the Giant Slide at 11am with other city mayors and Governor Tim Walz.
- During the State Fair, one of our biggest issues is parking. A reminder that you cannot park on the "No Parking" or "No Parking during State Fair" streets. There are signs throughout the city. City staff have mailed parking permits to various neighborhoods where they do not have enough parking spaces. If you are a renter, please contact the property owner or manager. They can only request the permits and city staff already mailed the letters. The city cannot grant any special permits or temporary signs if you are having family gatherings, moving, etc. Lastly, please remember to call 911 for parking issues and emergencies.

- I want to let the public know that our Community Park building needs repair. We will discuss this as a community to determine how we are going to proceed with this asset and how much it means to the whole community.
- The Falcon Heights Fire Department open house event on August 10, went very well. It had about 10-12 people who were interested in joining and asked great questions.

City Administrator Thongvanh

- Larpenteur Avenue West will be open in all four lanes for the State Fair. The construction will resume after the State Fair.
- We received the hoops for the basketball court. If the weather continues to stay nice, then we will start pouring the concrete. In addition, the shed was recently installed at the park.
- Public Works Director is trying to get a professional to evaluate the Community Park building structure.
- City staff and council have been reviewing the budget at City Council workshops. We are looking at the long-range planning of the community and how we can stabilize some of our funds. We are also bringing in a consultant or professional services to do long-range strategic planning for the council and staff.
- Public Works Department is getting ready to clean the median. They could not clean it during the construction; therefore, the weeds are overgrown and can be a hazard. We are also looking to add more plants there.

I. COMMUNITY FORUM:

J. ADJOURNMENT: 8:54 P.M.

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*The City That Soars!*

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	August 28, 2019
<b>Agenda Item</b>	Consent F1
<b>Attachment</b>	General Disbursements and Payroll
<b>Submitted By</b>	Roland Olson, Finance Director

<b>Item</b>	General Disbursements and Payroll
<b>Description</b>	General Disbursements through: 8/22/19 \$342,425.79 Payroll through: 8/15/19 \$22,608.26
<b>Budget Impact</b>	The general disbursements and payroll are consistent with the budget.
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• General Disbursements and Payroll</li> </ul>
<b>Action(s) Requested</b>	Staff recommends that the Falcon Heights City Council approve general disbursements and payroll.

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PACKET: 02003 AUG 15 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-05600	ASPEN MILLS					
I-201908157254		SHIRTS FOR FIRE FIGHTERS	256.52			
8/15/2019	APBNK	DUE: 8/15/2019 DISC: 8/15/2019		1099: N		
		SHIRTS FOR FIRE FIGHTERS		101 4124-77000-000	CLOTHING	256.52
		=== VENDOR TOTALS ===	256.52			
=====						
01-03300	DISCOUNT STEEL, INC					
I-4489174		STEEL	9.21			
8/15/2019	APBNK	DUE: 8/15/2019 DISC: 8/15/2019		1099: N		
		STEEL		101 4131-70110-000	SUPPLIES	9.21
		=== VENDOR TOTALS ===	9.21			
=====						
01-05275	HILDI INC					
I-10756		GASB 75 REPORT TO AUDITORS	50.00			
8/15/2019	APBNK	DUE: 8/15/2019 DISC: 8/15/2019		1099: N		
		GASB 75 REPORT TO AUDITORS		101 4113-80330-000	FINANCIAL CONSULTANT	50.00
		=== VENDOR TOTALS ===	50.00			
=====						
01-05461	MIAZGA, MARK					
I-201908157255		MILEAGE REIMB	27.84			
8/15/2019	APBNK	DUE: 8/15/2019 DISC: 8/15/2019		1099: N		
		MILEAGE REIMB		101 4111-86130-000	MEETINGS	27.84
		=== VENDOR TOTALS ===	27.84			
=====						
01-05263	MID CITY SERVICES- INDUSTRIAL					
I-109561		FLOOR MAT SVD	41.32			
8/15/2019	APBNK	DUE: 8/15/2019 DISC: 8/15/2019		1099: N		
		FLOOR MAT SVD		101 4131-70110-000	SUPPLIES	41.32
		=== VENDOR TOTALS ===	41.32			
=====						
01-05869	MINNESOTA/WISCONSIN PLAYGROUND					
I-2019307		BASKETBALL EQUIPMENT	3,462.00			
8/15/2019	APBNK	DUE: 8/15/2019 DISC: 8/15/2019		1099: N		
		BASKETBALL EQUIPMENT		403 4403-91000-000	MACHINERY & EQUIPMENT	3,462.00
		=== VENDOR TOTALS ===	3,462.00			

PACKET: 02003 AUG 15 PAYABLES

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DUE TO/FROM ACCOUNTS SUPPRESSED

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01-07231		MN FIRE SVC CERT. BOARD				
I-7105		7 RECERTIFICITONS	175.00			
8/15/2019	APBNK	DUE: 8/15/2019 DISC: 8/15/2019		1099: N		
		7 RECERTIFICITONS		101 4124-86020-000	TRAINING	175.00
		=== VENDOR TOTALS ===	175.00			
=====						
01-05676		OFFICE DEPOT				
I-353227035001		OFFICE SUPPLIES	398.98			
8/15/2019	APBNK	DUE: 8/15/2019 DISC: 8/15/2019		1099: N		
		OFFICE SUPPLIES		101 4112-70100-000	SUPPLIES	398.98
I-353228239001		OFFICE SUPPLIES	108.19			
8/15/2019	APBNK	DUE: 8/15/2019 DISC: 8/15/2019		1099: N		
		OFFICE SUPPLIES		101 4112-70100-000	SUPPLIES	108.19
		=== VENDOR TOTALS ===	507.17			
=====						
01-06030		OLSON,ROLAND				
I-201908157257		FLEX PYMT	61.00			
8/15/2019	APBNK	DUE: 8/15/2019 DISC: 8/15/2019		1099: N		
		FLEX PYMT		101 21712-000	MEDICAL FLEX SAVINGS PAY	50.63
		FLEX PYMT		601 21712-000	MEDICAL FLEX SAVINGS PAY	9.15
		FLEX PYMT		602 21712-000	MEDICAL FLEX SAVINGS PAY	1.22
		=== VENDOR TOTALS ===	61.00			
=====						
01-06301		SAMS CLUB MC/SYNCE				
I-201908157256		WOOD/SUPPLIES/ICE CREAM SOCIA	1,063.32			
8/15/2019	APBNK	DUE: 8/15/2019 DISC: 8/15/2019		1099: N		
		ICMA MGMT ASSMT		101 4112-86100-000	CONFERENCES/EDUCATION/AS	75.00
		CULTIVATING CARING COMMUNITY		210 4210-70420-000	NEWSLETTER/COMMUNICATION	95.78
		REPAIR COMM PARK BLDG		403 4403-91000-000	MACHINERY & EQUIPMENT	723.12
		ICE CREAM SOCIAL EXPS		101 4116-70100-000	SUPPLIES	169.42
		=== VENDOR TOTALS ===	1,063.32			
=====						
01-06628		SACK THONGVANH				
I-201908157258		JULY & AUG CELL PHONE REIMB	120.00			
8/15/2019	APBNK	DUE: 8/15/2019 DISC: 8/15/2019		1099: N		
		JULY & AUG CELL PHONE REIMB		101 4131-85015-000	CELL PHONE	60.00
		JULY & AUG CELL PHONE REIMB		601 4601-85015-000	CELL PHONE	60.00
		=== VENDOR TOTALS ===	120.00			

PACKET: 02003 AUG 15 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

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01-05870	XCEL ENERGY				
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I-201908157253	ELECTRIC	91.47			
8/15/2019	APBNK		1099: N		
	DUE: 8/15/2019 DISC: 8/15/2019				
	ELECTRIC		101 4141-85020-000	ELECTRIC/GAS	28.77
	ELECTRIC		209 4209-85020-000	STREET LIGHTING POWER	21.10
	ELECTRIC		209 4209-85020-000	STREET LIGHTING POWER	14.82
	ELECTRIC		209 4209-85020-000	STREET LIGHTING POWER	11.96
	ELECTRIC		209 4209-85020-000	STREET LIGHTING POWER	14.82
	=== VENDOR TOTALS ===	91.47			
	=== PACKET TOTALS ===	5,864.85			

PACKET: 02005 AUG 20TH PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

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ST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00250	AMERIPRIDE SERVICES					
I-1004549624		LINEN SVC	61.30			
8/20/2019	APBNK	DUE: 8/20/2019 DISC: 8/20/2019		1099: N		
		LINEN SVC		101 4124-82011-000	LINEN CLEANING	61.30
		=== VENDOR TOTALS ===	61.30			
=====						
01-07174	FALCON HEIGHTS LIMITED PARTNER					
I-201908207262		FIRST HALF PAY AS GO PYMT	67,437.00			
8/20/2019	APBNK	DUE: 8/20/2019 DISC: 8/20/2019		1099: N		
		FIRST HALF PAY AS GO PYMT		414 4414-93000-000	DEBT PAY AS YOU GO PYMT	67,437.00
		=== VENDOR TOTALS ===	67,437.00			
=====						
01-05582	MENARDS					
I-201908207260		BLDG AT CURTISS PK/WOOD REPAI	1,997.17			
8/20/2019	APBNK	DUE: 8/20/2019 DISC: 8/20/2019		1099: N		
		STORAGE BLDG AT CURTISS PK		403 4403-91000-000	MACHINERY & EQUIPMENT	1,599.99
		COMM PARK BLDG REPAIRS		101 4141-87120-000	FACILITIES & GROUND MAIN	382.36
		STAPLES AND SCREWS		101 4131-70110-000	SUPPLIES	14.82
		=== VENDOR TOTALS ===	1,997.17			
=====						
01-05843	MN NCPERS LIFE INSURANCE					
I-201908207259		SEPT LIFE INS	48.00			
8/20/2019	APBNK	DUE: 8/20/2019 DISC: 8/20/2019		1099: N		
		SEPT LIFE INS		101 21709-000	OTHER PAYABLE	24.64
		SEPT LIFE INS		204 21709-000	OTHER PAYABLE	1.60
		SEPT LIFE INS		601 21709-000	OTHER PAYABLE	15.52
		SEPT LIFE INS		602 21709-000	OTHER PAYABLE	6.24
		=== VENDOR TOTALS ===	48.00			
=====						
01-05273	MN PUBLIC EMPLOYEES INSURANCE					
I-869596		SEPT HEALTH INS	8,667.00			
8/20/2019	APBNK	DUE: 8/20/2019 DISC: 8/20/2019		1099: N		
		SEPT HEALTH INS		101 4112-89000-000	MISCELLANEOUS	8,667.00
		=== VENDOR TOTALS ===	8,667.00			

PACKET: 02005 AUG 20TH PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
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01-06184		RAMSEY COUNTY - POLICE AND 911				
I-SHRFL	001772	JAN POLICE SVCS	96,322.76			
8/20/2019	APBNK	DUE: 8/20/2019 DISC: 8/20/2019		1099: N		
		JAN POLICE SVCS		101 4122-81000-000	POLICE SERVICES	96,322.76
=====						
I-SHRFL	001773	FEB POLICE SVCS	96,322.76			
8/20/2019	APBNK	DUE: 8/20/2019 DISC: 8/20/2019		1099: N		
		FEB POLICE SVCS		101 4122-81000-000	POLICE SERVICES	96,322.76
		=== VENDOR TOTALS ===	192,645.52			
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01-07173		TOWNSQUARE SENIOR LLC				
I-201908207261		FIRST HALF PAY AS GO PYMT	44,190.00			
8/20/2019	APBNK	DUE: 8/20/2019 DISC: 8/20/2019		1099: N		
		FIRST HALF PAY AS GO PYMT		414 4414-93000-000	DEBT PAY AS YOU GO PYMT	44,190.00
		=== VENDOR TOTALS ===	44,190.00			
=====						
01-06581		TRI-STATE BOBCAT INC				
61157		THERMOSTAT AND GASKET	54.75			
8/20/2019	APBNK	DUE: 8/20/2019 DISC: 8/20/2019		1099: N		
		THERMOSTAT AND GASKET		101 4132-70120-000	SUPPLIES	54.75
		=== VENDOR TOTALS ===	54.75			
=====						
01-05737		VERIZON WIRELESS				
I-9834923191		CELL PHONES 7/27 TO 8/26	80.02			
8/20/2019	APBNK	DUE: 8/20/2019 DISC: 8/20/2019		1099: N		
		CELL PHONES 7/27 TO 8/26		101 4124-85015-000	CELL PHONE	80.02
		=== VENDOR TOTALS ===	80.02			
		=== PACKET TOTALS ===	315,180.76			

PACKET: 02007 AUG 21` PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
BT DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
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01-03001	CAMPBELL KNUTSON					
I-201908217264		JULY LEGALS	878.50			
8/21/2019	APBNK	DUE: 8/21/2019 DISC: 8/21/2019		1099: Y		
		JULY LEGALS		101 4114-80200-000	LEGAL FEES	878.50
		=== VENDOR TOTALS ===	878.50			
=====						
01-03103	CANON FINANCIAL SERVICES					
I-20440005		AUG COPIER CHRGS	122.39			
8/21/2019	APBNK	DUE: 8/21/2019 DISC: 8/21/2019		1099: N		
		AUG COPIER CHRGS		101 4131-87010-000	CITY HALL MAINTENANCE	122.39
		=== VENDOR TOTALS ===	122.39			
=====						
01-03110	CENTURY LINK					
I-201908217265		LIFT STATION AUTO DIALER	69.23			
8/21/2019	APBNK	DUE: 8/21/2019 DISC: 8/21/2019		1099: N		
		LIFT STATION AUTO DIALER		601 4601-85011-000	TELEPHONE - LANDLINE	69.23
I-201908217266		LANDLINES PARKS TO SEPT 6	63.74			
8/21/2019	APBNK	DUE: 8/21/2019 DISC: 8/21/2019		1099: N		
		LANDLINES PARKS TO SEPT 6		101 4141-85011-000	TELEPHONE - LANDLINE	63.74
		=== VENDOR TOTALS ===	132.97			
=====						
01-06290	CITY OF ROSEVILLE					
I-226516		2019 NETWORK SWITCH REPLACEME	4,703.50			
8/21/2019	APBNK	DUE: 8/21/2019 DISC: 8/21/2019		1099: N		
		2019 NETWORK SWITCH REPLACEMEN		401 4401-90100-000	FURNITURE & EQUIPMENT	4,703.50
		=== VENDOR TOTALS ===	4,703.50			
=====						
01-04000	EHLERS AND ASSOCIATES					
I-81137		1ST HALF PAY AS GO PYMTS	325.00			
8/21/2019	APBNK	DUE: 8/21/2019 DISC: 8/21/2019		1099: N		
		1ST HALF PAY AS GO PYMTS		414 4414-81900-000	OTHER PROFESSIONAL SERVI	325.00
I-81169		TIF ANNUAL REPORTING 2018	2,266.25			
8/21/2019	APBNK	DUE: 8/21/2019 DISC: 8/21/2019		1099: N		
		TIF ANNUAL REPORTING 2018		414 4414-81900-000	OTHER PROFESSIONAL SERVI	2,266.25
		=== VENDOR TOTALS ===	2,591.25			



PACKET: 02007 AUG 21` PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-05024	ESRI INC					
I-93679878		GIS RENEWAL UNTIL 11/5/2020	404.00			
8/21/2019	APBNK	DUE: 8/21/2019 DISC: 8/21/2019		1099: N		
		GIS RENEWAL UNTIL 11/5/2020		101 4117-80500-000	GIS SUPPORT	404.00
		=== VENDOR TOTALS ===	404.00			
=====						
01-05718	GOODPOINT TECHNOLOGY, INC					
I-3932		3 YR PAVEMENT MGMT PLAN	1,100.00			
8/21/2019	APBNK	DUE: 8/21/2019 DISC: 8/21/2019		1099: N		
		3 YR PAVEMENT MGMT PLAN		419 4419-83010-000	PAVEMENT MANAGEMENT	1,100.00
		=== VENDOR TOTALS ===	1,100.00			
=====						
01-04570	JOSEPH, KATRINA E.					
I-0091		JULY PROSECUTIONS	2,500.00			
8/21/2019	APBNK	DUE: 8/21/2019 DISC: 8/21/2019		1099: Y		
		JULY PROSECUTIONS		101 4123-80200-000	LEGAL FEES	2,500.00
		=== VENDOR TOTALS ===	2,500.00			
=====						
01-05288	MICHAEL KRUSE					
I-201908217263		RECRUITMENT OPEN HOUSE EXPS	62.31			
8/21/2019	APBNK	DUE: 8/21/2019 DISC: 8/21/2019		1099: N		
		RECRUITMENT OPEN HOUSE EXPS		101 4124-86020-000	TRAINING	62.31
		=== VENDOR TOTALS ===	62.31			
=====						
01-05440	LOFFLER COMPANIES, INC					
I-3175515		JULY COPIER CRG	39.17			
8/21/2019	APBNK	DUE: 8/21/2019 DISC: 8/21/2019		1099: N		
		JULY COPIER CRG		101 4112-87000-000	REPAIR OFFICE EQUIPMENT	39.17
		=== VENDOR TOTALS ===	39.17			
=====						
01-05869	MINNESOTA/WISCONSIN PLAYGROUND					
I-2019346		BASKETBALL BACK STOPS	1,037.24			
8/21/2019	APBNK	DUE: 8/21/2019 DISC: 8/21/2019		1099: N		
		BASKETBALL BACK STOPS		403 4403-91000-000	MACHINERY & EQUIPMENT	1,037.24
		=== VENDOR TOTALS ===	1,037.24			

PACKET: 02007 AUG 21` PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-05973		NORTH SUBURBAN ACCESS CORPORAT				
-----						
I-2019-128		JULY WEBSTEAMING/P;RODUJCTION	345.10			
8/21/2019	APBNK	DUE: 8/21/2019 DISC: 8/21/2019		1099: N		
		JULY WEBSTREAMING		101 4116-85060-000	WEB SITE	165.56
		PRODUCTION SVCS/CABAL CASTEING		101 4116-85050-000	CABLE TV	179.54
		=== VENDOR TOTALS ===	345.10			
=====						
01-06024		ON SITE SANITATION				
-----						
I-800538		HAND SANITZERS PORTABLE TOILE	75.00			
8/21/2019	APBNK	DUE: 8/21/2019 DISC: 8/21/2019		1099: N		
		HAND SANITZERS PORTABLE TOILET		601 4601-85080-000	PORTABLE TOILET PARKS	75.00
-----						
I-800539		PORTABLE RESTROOMS	160.00			
8/21/2019	APBNK	DUE: 8/21/2019 DISC: 8/21/2019		1099: N		
		PORTABLE RESTROOMS		601 4601-85080-000	PORTABLE TOILET PARKS	160.00
		=== VENDOR TOTALS ===	235.00			
=====						
01-06184		RAMSEY COUNTY - POLICE AND 911				
-----						
ICOM 007841		JULY RADIO FLEET SUPPORT	84.24			
8/21/2019	APBNK	DUE: 8/21/2019 DISC: 8/21/2019		1099: N		
		JULY RADIO FLEET SUPPORT		101 4124-86800-000	RADIO MESB/FLEET SUPPORT	84.24
-----						
I-EMCOM 007873		JULY 911 DISPATCH	2,530.14			
8/21/2019	APBNK	DUE: 8/21/2019 DISC: 8/21/2019		1099: N		
		JULY 911 DISPATCH		101 4122-81200-000	911 DISPATCH FEES	2,530.14
-----						
I-EMCOM007890		JULY CAD	518.59			
8/21/2019	APBNK	DUE: 8/21/2019 DISC: 8/21/2019		1099: N		
		JULY CAD		101 4122-81200-000	911 DISPATCH FEES	518.59
		=== VENDOR TOTALS ===	3,132.97			
=====						
01-06973		RENGEL PRINTING CO				
-----						
I-113277		NEWSLETTER	1,271.76			
8/21/2019	APBNK	DUE: 8/21/2019 DISC: 8/21/2019		1099: N		
		NEWSLETTER		101 4116-70420-000	NEWSLETTERS/INFORMATION	1,271.76
		=== VENDOR TOTALS ===	1,271.76			

PACKET: 02007 AUG 21` PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
-----						
01-05870	XCEL ENERGY					
-----						
I-201908217267		ELECTRIC	2,824.02			
8/21/2019	APBNK	DUE: 8/21/2019 DISC: 8/21/2019		1099: N		
		CURTISS GAZEBO		101 4141-85020-000	ELECTRIC/GAS	30.03
		ELECTRIC		101 4141-85020-000	ELECTRIC/GAS	86.31
		ELECTRIC		209 4209-85020-000	STREET LIGHTING POWER	2,021.73
		ELECTRIC		209 4209-85020-000	STREET LIGHTING POWER	32.15
		ELECTRIC		101 4141-85020-000	ELECTRIC/GAS	70.69
		ELECTRIC		101 4131-85020-000	ELECTRIC	583.11
		=== VENDOR TOTALS ===	2,824.02			
		=== PACKET TOTALS ===	21,380.18			

EMP #	NAME	AMOUNT
1005	SACK THONGVANH	3,492.06
01-1020	AMANDA P LOR	1,360.28
01-1022	NALISHA NANDKUMAR	1,402.69
01-1136	ROLAND O OLSON	2,649.53
01-1021	JUSTIN M MARKON	1,581.55
01-0040	KEVIN ANDERSON	232.58
01-0085	DANIEL S JOHNSON-POWERS	238.89
01-0087	MICHAEL A MCKAY	269.28
01-0095	MICHAEL J POESCHL	433.12
01-0097	PATRICK GAFFNEY	625.24
01-0105	ANTON M FEHRENBACH	506.83
01-0106	SCOTT A TESCH	227.27
01-0123	BRYAN R SULLIVAN	133.82
01-0124	MICHAEL D KRUSE	455.57
01-0126	BENJAMIN J SMITH	183.57
01-0132	ANDREW K TEMME	253.86
01-0135	MORGAN B MCCANN	237.78
01-0136	SCHLIZ S SAWYERS	150.96
01-0137	DANIEL J WATTENHOFER	280.19
01-0138	GRANT W HEITMAN	136.37
01-0139	WILLIAM M RAVEN	252.16
01-2172	MICHAEL W ARCAND	65.02
01-1030	TIMOTHY J PITTMAN	2,094.07
01-1033	DAVE TRETSEVEN	1,681.32
01-1143	COLIN B CALLAHAN	1,672.27
2257	BENJAMIN T STEINER	932.43

TOTAL PRINTED: 26 21,548.71

8-08-2019 8:09 AM

PAYROLL CHECK REGISTER

PAYROLL NO: 01 City of Falcon Heights

PAGE: 1

PAYROLL DATE: 8/08/2019

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
0054	KURHAJETZ, CLEMENT	R	8/08/2019	105.05	088834
2262	TWOHY, MICHAEL K	R	8/08/2019	954.50	088835

8-08-2019 8:09 AM

PAYROLL CHECK REGISTER

PAYROLL NO: 01 City of Falcon Heights

PAGE: 2

PAYROLL DATE: 8/08/2019

\*\*\* REGISTER TOTALS \*\*\*

REGULAR CHECKS:	2	1,059.55
DIRECT DEPOSIT REGULAR CHECKS:	26	21,548.71
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	28	22,608.26



*The City That Soars!*

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	August 28, 2019
<b>Agenda Item</b>	Consent F2
<b>Attachment</b>	Findings of Fact
<b>Submitted By</b>	Justin Markon, Community Development Coordinator

<b>Item</b>	Adopt Findings of Fact for Variance Request for 1800 Albert Street
<b>Description</b>	At the August 14, 2019 City Council meeting, the City Council passed a resolution to deny the request for a variance at 1800 Albert St for a corner side yard setback variance. In adopting the resolution, the City Council authorized the City Administrator to draft findings of fact about the variance.
<b>Budget Impact</b>	N/A
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• Findings of Fact</li> </ul>
<b>Action(s) Requested</b>	Staff recommends adopting the attached findings of fact for the variance request at 1800 Albert St.

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CITY OF FALCON HEIGHTS  
RAMSEY COUNTY, MINNESOTA

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IN RE:

Application of Todd Thun and Marsha Keppel,  
1800 Albert Street, for a variance  
from corner side yard setback requirements.

**FINDINGS OF FACT**

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On August 14, 2019, the Falcon Heights City Council met at its regularly scheduled meeting to consider the application of Todd Thun and Marsha Keppel, 1800 Albert Street, for a variance from the corner side yard setback requirements for a detached garage in the R-1 Zoning District. The applicant was present, and the City Council now makes the following:

**FINDINGS OF FACT:**

1. The subject property is zoned R-1, One Family Residential District.
2. The subject property is legally described as:

The North 68.58 feet of the West ½ of Lot 1, Block 1, Larpenteur Villas

3. The applicant seeks a variance from Section 113-240, Subd. (e) (corner side yard requirements) of the Falcon Heights City Code, which requires structures or buildings to be located no closer than fifteen (15) feet from the corner side yard line.

4. The subject property is 20,425.28 square feet. The existing garage is set back five (5) feet from the north property line, and it is legally nonconforming. The variance proposal requests a setback of eight (8) feet for a replacement garage.

5. The City of Falcon Heights Planning Commission met at its regularly scheduled meeting on July 23, 2019 to conduct a public hearing and issue a recommendation. The Planning Commission voted 3-1 to recommend approval of the variance.

6. Section 113-62 Subd. (e) of the Falcon Height City Code directs that the City to make the following findings when considering a request for a variance:

- (1) The variance would be in harmony with the general purposes and intent of this chapter.

*The City Council finds that the granting of this variance would be in harmony with the general purposes and intent of Chapter 113.*

- (2) The variance would be consistent with the comprehensive plan.

*The City Council finds that the granting of this variance is consistent with the comprehensive plan.*

- (3) That, there are practical difficulties in complying with this chapter.

*The City Council finds that the granting of this variance does not meet all three criteria for practical difficulties as described in Minnesota Statutes § 462.357, subd. 6(2). The proposed replacement garage location of eight feet from the property line is not reasonable due to the unknown future use of the Garden Avenue right of way. The property does not present physical uniqueness that would prohibit building the garage at the required setback. The essential character of the neighborhood would not change with this garage.*

- (4) That the granting of the variance will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion of the public streets, or increase the danger of fire, or endanger the public safety.

*The City Council finds that the variance would not impair an adequate supply of light and air to the adjacent properties, or substantially increase the congestion of the public streets, or increase the danger of fire, or endanger public safety.*

- (5) That the requested variance is the minimum action required to eliminate the practical difficulties.

*The City Council finds that the variance does not meet the criteria for practical difficulties and the garage may be located elsewhere on the property.*

- (6) Variances shall be granted for earth sheltered construction as defined in Minn. Stats. § 216C.06, subd. 14, when in harmony with this chapter. Variances may be approved for the temporary use of a one-family dwelling as a two-family dwelling.



*The City Council finds that criteria (6) does not apply to this variance application.*

**DECISION**

The City Council of the City of Falcon Heights denies the application by Todd Thun and Marsha Keppel for a variance from Section 113-240, Subd. (e) of the Falcon Heights City Code for 1800 Albert Street.

ADOPTED by the Falcon Heights City Council on this 28<sup>th</sup> day of August, 2019.

**FALCON HEIGHTS CITY COUNCIL**

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Randall Gustafson  
Mayor

ATTEST:

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Sack Thongvanh  
City Administrator

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*The City That Soars!*

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	August 28, 2019
<b>Agenda Item</b>	Policy G1
<b>Attachment</b>	Memorandum
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	Century Link Settlement Agreement
<b>Description</b>	Please see attached memorandum from Executive Director Dana Healy.
<b>Budget Impact</b>	There is a minimal impact on revenues for the budget.
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• Memorandum from CTV Executive Director Dana Healy</li> </ul>
<b>Action(s) Requested</b>	Staff recommends approval of the Settlement Agreement between Qwest Broadband Services, Inc. d/b/a CenturyLink.

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## NORTH SUBURBAN COMMUNICATIONS COMMISSION MEMO

Item Description: Century Link Settlement

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### BACKGROUND

CenturyLink announced its intent to exit the cable business in early Spring. Century Link has stopped actively investing, marketing, and selling the Prism-TV cable product. A customer can only order the Prism-TV product when it is specifically asked for, and at the non-discounted rack rate. We have seen a substantial drop in cable subscribers for CenturyLink.

Bradley Law, the representative of the JPA cities, notified CenturyLink that it was in violation of their franchise by making no attempt to serve additional subscribers. Since it was CenturyLink's intent to eventually stop providing cable service all together, we opted to work with the company to transition and terminate the franchise agreement, rather than engaging in an expensive franchise compliance process. We then entered into settlement discussions with CenturyLink.

1. CenturyLink agrees that its cable franchise will terminate upon the expiration of the initial term of the franchise.
2. CenturyLink may terminate the franchise earlier upon 90 days' notice to the franchising authority.
3. CenturyLink will remove any facilities that are used exclusively for cable service and pay for any damage to the rights-of-way due to these facilities. [Note: We don't believe there are any facilities used exclusively for cable service. CenturyLink remains subject to applicable permits, local code, and state statutes and rules for its communications system.]
4. CenturyLink will provide notice to its subscribers with information on how to replace their cable service. CenturyLink will also pay for the return of any equipment that they require to be returned or provide instructions for disposal of the equipment.
5. CenturyLink waives all cable franchise renewal rights.

We think this agreement benefits the cities because it avoids an expensive compliance process that ultimately would likely provide little benefit to subscribers in the short or long term. It also clarifies that the CenturyLink franchises will terminate upon expiration of their initial term. This allows our clients to avoid expending money on a cable franchise renewal process with CenturyLink or going through a compliance process related to whether CenturyLink would be allowed to hold over and continue service in each franchising jurisdiction without a cable franchise. Finally, it minimizes impacts on CenturyLink's cable subscribers by giving subscribers notice, options to replace the service, and paying for the costs of returning equipment.

Continued

Please note, Century Link is still providing their other services in the area, including phone. Those services will still be available.

**POLICY OBJECTIVE**

To terminate the franchise agreement with Century Link and avoid an expensive renewal process.

**BUDGET IMPLICATIONS**

This will avoid the NSCC and the cities from an expensive renewal process. The cost of executing this agreement is \$2,000, which is a shared cost among the Joint Powers Authority member cities and the NSCC.

**REQUESTED COUNCIL ACTION**

Approval of the Century Link Settlement.

Prepared by: Dana Healy, Executive Director NSCC/NSAC with content from Attorney Mike Bradley

Attachments: A: Century Link Settlement Document

## SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2019 by and between the North Suburban Communications Commission (“NSCC”), a Joint Powers Commission comprised of the municipalities of Arden Hills, Falcon Heights, Lauderdale, Little Canada, Mounds View, New Brighton, North Oaks, Roseville, and St. Anthony, Minnesota (the “Member Cities”), each of the Member Cities and Qwest Broadband Services, Inc. d/b/a CenturyLink (hereinafter “CenturyLink”). The NSCC, Member Cities and CenturyLink shall sometimes be referred to herein individually as a “Party” and collectively as the “Parties.”

### **I. RECITALS**

A. The NSCC, among other things, negotiates and administers cable franchises on behalf of the Member Cities.

B. The Member Cities each, through the NSCC, and CenturyLink negotiated and entered into a cable franchise agreement with Qwest Broadband Services, Inc. (“QBSI”) DBA CenturyLink (collectively the “Franchise”).

C. The NSCC has asserted that CenturyLink may be in violation of the Franchise for: (i) allegedly no longer aspiring to complete a reasonable build-out of its cable system within five years; (ii) allegedly no longer competing for Cable Service customers and not even trying to have market-based success; and (iii) allegedly not expending any effort to deploy its system in a shorter time period than allegedly required (collectively “Alleged Franchise Violations”).

D. CenturyLink disputes the Alleged Franchise Violations, and specifically claims that it remains in compliance with the Franchise, including the market-based success language in the franchise; any build requirement set forth in the Franchise; and providing service as required in the Franchise.

E. Each cable franchise agreement between each Member City and CenturyLink has a term of five years and expires between November 2020 and January 2021 per the cable franchise agreements (the “Initial Term”).

F. It is the intent of the Parties to establish a process whereby the Member Cities and the NSCC will not pursue the Alleged Franchise Violations in exchange for the promises contained herein.

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants, considerations, mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, and intending to be legally bound, the Parties agree as follows:

### **II. AGREEMENT**

**1. Effective Date.** This Agreement shall be effective on the date first written above (the “Effective Date”).

**2. Franchise Term.** The Parties agree that the Franchise shall terminate and CenturyLink shall cease providing Cable Service in each Member City at the expiration of the Initial Term; provided however that CenturyLink may elect to terminate the Franchise at an earlier date upon 90 days' notice to each Member City. Upon any termination or expiration of the Franchise, CenturyLink shall cease providing Cable Service in the City.

**3. Removal of Facilities at Expiration of Franchise.** Pursuant to Section 10.4 of the Franchise, CenturyLink shall remove any facilities that are used exclusively to provide Cable Service. CenturyLink shall not be required to remove any facilities that are used in another of CenturyLink's, or its affiliates, networks, including facilities used to provide broadband Internet access services or voice communications services. Any damage to the rights-of-way related to facilities used exclusively to provide Cable Service (if any) in any Member City shall promptly be repaired at CenturyLink's cost. In the event CenturyLink fails to make such repairs, each Member City may make the necessary repairs and CenturyLink shall pay for such repairs within thirty (30) days of receipt of the invoice.

**4. Cable Subscriber Transition.** CenturyLink shall provide at least 60 days written notice to its Cable Service subscribers of its intent to terminate its Cable Service product in each Member City and provide information on options available to its subscribers to replace the service. CenturyLink shall provide all of its Cable Subscribers with instructions on how to return or otherwise dispose of all CenturyLink on premises equipment (*e.g.*, Set Top Boxes and remote controls). If CenturyLink requires the return of the on premises equipment, CenturyLink will provide its cable subscribers with a prepaid return shipping label and will not charge subscribers for the return of such equipment returned within 30 days of the disconnection date.

**5. Franchise Renewal.** CenturyLink hereby waives any and all franchise renewal rights under federal and state law. CenturyLink agrees not to seek any renewal or extension of the Franchise past the Initial Term. The NSCC and the Member Cities agree to refrain from further pursuing any claims against CenturyLink for the Alleged Franchise Violations.

**6. Other Franchise Terms Remain Unchanged.** Other than as set forth in this Agreement the Franchise remains unchanged. The Parties acknowledge a franchise fee review is being conducted by the NSCC, which is not resolved by this Agreement.

**7. No Admission.** Except as expressly stated herein, it is understood and agreed that agreements made by the Parties in this Agreement are not to be construed as an admission of a contract right or liability on the part of either Party, and such agreements are a compromise and settlement of the Alleged Franchise Violations and CenturyLink's ability to seek a formal or informal renewal or extension of the Franchise.

**8. Right to Make Agreement.** The Parties represent, warrant and covenant that they have the right and authority to enter into and make this Agreement and those executing this Agreement have all necessary authority to execute this Agreement and bind the respective Parties.



**9. Default.** In the event of breach of this Agreement, the non-defaulting party may seek judicial relief from a court of competent jurisdiction. The prevailing party shall be entitled to all of its costs and expenses including reasonable attorneys' fees.

**10. No Transfer.** Each Party represents, warrants and covenants that it has the sole right and authority to execute this Agreement, and that it has not previously assigned or transferred, or purported to have assigned or transferred, to any corporation, entity or person, any cause of action, judgment, lien, indebtedness, damage, obligation, loss, claim, liability, or right included in this Agreement.

**11. Consultation With Attorneys And Advisors.** The Parties expressly acknowledge that they have consulted, or have had the opportunity to consult, with whatever consultants, attorneys or other advisors each deems is appropriate in connection with the effect of this Agreement, and each Party assumes the risk arising from not seeking further additional consultation with such advisors. This Agreement has been, and shall be construed to have been, drafted by all of the Parties, so that the rule of construing the ambiguities against the drafter shall have no force or effect.

**12. Governing Law.** The validity, construction, interpretation and administration of this Agreement shall be governed by the internal laws of the State of Minnesota, without regard to the principles of conflict of laws. Any action arising out of, or relating to, this Agreement shall be filed in a court of competent jurisdiction in Minnesota. Each Party hereby consents to the jurisdiction of such courts for the purposes described in this Section.

**13. Integration Clause.** The Parties and/or their attorneys have engaged in settlement negotiations resulting in the execution of this Agreement. All of those settlement negotiations have been completed and are merged into this Agreement, which states as a final, complete, express, written and unambiguous integration exactly what the Parties have agreed. With respect to its subject matter, including without limitation all matters incorporated herein by reference, this Agreement is a complete integration and final expression of the Parties rights and duties. This Agreement is intended to be enforceable according to its written terms. There are no promises, oral agreements, representations, understandings or expectations of the Parties to the contrary.

**14. Modification.** Any alteration, modification or amendment to this Agreement shall be void unless in writing, signed by both Parties.

**15. Severance.** If, after the Effective Date of this Agreement, any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, such provision will be fully severable and the remainder of the Agreement will remain enforceable and not affected thereby.

**16. Persons Bound.** Except as otherwise stated herein, the terms of this Agreement shall extend to, and are binding upon, the Parties and each of their respective heirs, beneficiaries, representatives, partners, members, officers, directors, shareholders, employees, agents, and authorized successors and assigns.

**17. Assignment.** Neither this Agreement nor any rights, interests or obligations hereunder shall be assigned or transferred by any Party without the prior written consent of the other Party hereto. Any such assignment or transfer made without prior written consent of each Party hereto shall be null and void.

**18. Headings.** All headings herein are provided for convenience of reference only and do not affect the meaning or interpretation of this Agreement.

**19. Execution in Multiple Counterparts.** This Settlement Agreement and all documents to be executed hereunder may be executed in multiple counterparts, each of which may be treated as an original document.

**20. Copies.** Both facsimile and PDF copies of the executed Agreement may be treated as original documents.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their respective names on the date of this Agreement.

**QWEST BROADBAND  
SERVICES, INC.**

**CITY OF FALCON HEIGHTS,  
MINNESOTA**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**NORTH SUBURBAN  
COMMUNICATIONS COMMISSION**

**CITY OF LAUDERDALE,  
MINNESOTA**

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

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

**CITY OF ARDEN HILLS, MINNESOTA**

**CITY OF LITTLE CANADA,  
MINNESOTA**

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

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

**CITY OF MOUNDS VIEW,  
MINNESOTA**

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

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

**CITY OF NEW BRIGHTON,  
MINNESOTA**

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

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

**CITY OF NORTH OAKS, MINNESOTA**

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

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

**CITY OF ROSEVILLE, MINNESOTA**

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

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

**CITY OF ST. ANTHONY, MINNESOTA**

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

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